CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership and Support Center, Board Room
Monday, September 23, 2019 @ 5:30 PM

AGENDA

CALL TO ORDER (President Nancy Humbles)

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MEETING EVALUATION/ADJOURNMENT- (President Nancy Humbles)
AGENDA

CALL TO ORDER - President Nancy Humbles

APPROVAL OF AGENDA - President Nancy Humbles

“I move that the agenda of Monday, September 23, 2019 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-20-109 Public Hearing- Issuance of Refunding Obligations Payable from School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds
(David Nicholson)

Information Item

Pertinent Fact(s):

1. At the August 26, 2019 Board meeting, the Board approved moving forward with the refinancing of the $30 million in outstanding SAVE bonds. Adjusted for inflation, the net present value of savings is estimated to be $5,081,516 in today’s dollars.

2. The Board set the public hearing for September 23, 2019 pursuant to the provisions of Chapters 423E and 423F of the Code of Iowa, which requires the District to hold a public hearing for all new and refinancing of existing debt.

3. Pursuant to the notice published in The Cedar Rapids Gazette, a hearing must be held at 5:30 p.m. on September 23, 2019 for the purpose of receiving public comment for or against the issuance of refunding obligations payable from school infrastructure sales, services and use tax revenue refunding bonds.

4. If no objections are presented and sustained, it is recommended that the Board give final approval to the issuance of refunding obligations payable from school infrastructure sales, services and use tax revenue refunding bonds.
SUPERINTENDENT’S REPORT/BOARD REPORTS

COMMUNICATIONS, DELEGATIONS, AND PETITIONS

CONSENT AGENDA

BA-20-000/05 Minutes – Regular Meeting/Work Session on September 9, 2019 (Laurel Day)

Exhibit: http://www.cr.k12.ia.us/our-district/board-of-education/

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Regular Meeting/Work Session held on September 9, 2019.
CONSENT AGENDA

BA-20-004/03  Statement of Receipts, Disbursements, and Cash Balances Report – June 2019
(David Nicholson)

Exhibit:  BA-20-004/03.1-4

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended June 30, 2019 were $59,786,919.17 and cash disbursements were $35,731,488.68. The investment balance on June 30, 2019 was $83,044,677.92. Interfund transfers for the month ended June 30, 2019 were $1,227,475.48. Year to date interfund transfers were $9,127,845.95. At the end of the 4th quarter, $402,413.34 of Book Fees was collected as compared to $413,309.81 the prior year. Based on estimated revenues, the percentage of collections is up 3.7% this year compared to the prior year. Audit Committee Review of Selected Local Revenues received through June 30, 2019 were $17,536,296.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of June 2019.
## CASH BALANCE STATEMENT
### MONTH ENDED JUNE 30, 2019

**General and Management Funds**

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>5/31/19 Balance</th>
<th>Receipts</th>
<th>Disbursements</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-General Fund</td>
<td>$2,955,216.34</td>
<td>$25,783,123.45</td>
<td>$26,794,904.89</td>
<td>$1,943,434.90</td>
</tr>
<tr>
<td>10-General Fund ELSC Petty Cash</td>
<td>181.54</td>
<td>-</td>
<td>-</td>
<td>181.54</td>
</tr>
<tr>
<td>22-Management Fund</td>
<td>791,903.10</td>
<td>1,089,211.77</td>
<td>488,301.64</td>
<td>1,392,813.23</td>
</tr>
<tr>
<td>Total - General and Management Funds</td>
<td>3,747,300.98</td>
<td>26,872,335.22</td>
<td>27,283,206.53</td>
<td>3,336,429.67</td>
</tr>
</tbody>
</table>

**Food & Nutrition**

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>5/31/19 Balance</th>
<th>Receipts</th>
<th>Disbursements</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>61-Food &amp; Nutrition Fund</td>
<td>$1,371,311.68</td>
<td>890,051.74</td>
<td>838,610.75</td>
<td>$1,422,752.67</td>
</tr>
<tr>
<td>61-Petty Cash</td>
<td>3,031.00</td>
<td>-</td>
<td>2,891.00</td>
<td>140.00</td>
</tr>
<tr>
<td>Total - Food &amp; Nutrition Fund</td>
<td>1,374,342.68</td>
<td>890,051.74</td>
<td>841,501.75</td>
<td>1,422,892.67</td>
</tr>
</tbody>
</table>

**Daycare Fund**

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>5/31/19 Balance</th>
<th>Receipts</th>
<th>Disbursements</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>62-Five Seasons Daycare Fund</td>
<td>$1,249,729.65</td>
<td>116,961.63</td>
<td>179,977.18</td>
<td>$1,186,714.10</td>
</tr>
<tr>
<td>65-Rockwell Daycare Fund</td>
<td>280,395.23</td>
<td>319,424.49</td>
<td>325,066.21</td>
<td>274,753.51</td>
</tr>
<tr>
<td>65-Rockwell Daycare Petty Cash</td>
<td>200.00</td>
<td>-</td>
<td>-</td>
<td>200.00</td>
</tr>
<tr>
<td>Total - Daycare Fund</td>
<td>1,530,324.88</td>
<td>436,386.12</td>
<td>505,043.39</td>
<td>1,461,667.61</td>
</tr>
</tbody>
</table>

**Schoolhouse Funds**

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>5/31/19 Balance</th>
<th>Receipts</th>
<th>Disbursements</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>36-Physical Plant &amp; Equip (PPEL) Fund</td>
<td>1,224,307.55</td>
<td>333,283.40</td>
<td>645,154.74</td>
<td>912,436.21</td>
</tr>
<tr>
<td>40-Debt Service Fund</td>
<td>695,500.79</td>
<td>3,532,472.51</td>
<td>3,494,157.91</td>
<td>697,815.39</td>
</tr>
<tr>
<td>Total - Schoolhouse Funds</td>
<td>5,001,446.95</td>
<td>436,386.12</td>
<td>505,043.39</td>
<td>29,487,856.03</td>
</tr>
</tbody>
</table>

**TOTAL CASH - ALL FUNDS**

<table>
<thead>
<tr>
<th>5/31/19 Balance</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$11,653,415.49</td>
<td>$59,786,919.17</td>
</tr>
<tr>
<td>$35,731,488.68</td>
<td>$35,708,845.98</td>
</tr>
</tbody>
</table>

## INVESTMENTS

### RESTRICTED INVESTMENT FUNDS

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>5/31/19 Balance</th>
<th>Receipts</th>
<th>Disbursements</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schoolhouse Fund-Held for Bond Payments</td>
<td>$15,565,143.03</td>
<td>$608,349.23</td>
<td>$1,153,702.90</td>
<td>$15,019,789.36</td>
</tr>
<tr>
<td>40-Debt Service Fund - Sinking Funds/USB</td>
<td>2,904,174.00</td>
<td>-</td>
<td>3,187,000.00</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL RESTRICTED INVESTMENTS</td>
<td>$18,469,317.03</td>
<td>$891,175.23</td>
<td>$4,340,702.90</td>
<td>$15,019,789.36</td>
</tr>
</tbody>
</table>

### UNRESTRICTED INVESTMENT FUNDS

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>5/31/19 Balance</th>
<th>Purchases</th>
<th>Maturities</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>General and Management Funds</td>
<td>$20,000,000.00</td>
<td>6,000,000.00</td>
<td>10,000,000.00</td>
<td>$16,000,000.00</td>
</tr>
<tr>
<td>10-General Fund CD's ISJIT</td>
<td>33,199,741.61</td>
<td>62,579.16</td>
<td>-</td>
<td>33,262,320.77</td>
</tr>
<tr>
<td>22-Management Fund</td>
<td>9,000,000.00</td>
<td>-</td>
<td>1,000,000.00</td>
<td>8,000,000.00</td>
</tr>
<tr>
<td>Total - General and Management Funds</td>
<td>62,199,741.61</td>
<td>6,062,579.16</td>
<td>11,000,000.00</td>
<td>57,262,320.77</td>
</tr>
<tr>
<td>Food &amp; Nutrition</td>
<td>2,000,000.00</td>
<td>-</td>
<td>-</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>Schoolhouse Funds</td>
<td>12,637,410.46</td>
<td>2,000,000.00</td>
<td>1,000,000.00</td>
<td>13,637,410.46</td>
</tr>
<tr>
<td>36-Physical Plant &amp; Equip (PPEL) Fund</td>
<td>532,711.46</td>
<td>-</td>
<td>282,826.00</td>
<td>249,885.46</td>
</tr>
<tr>
<td>Total - Schoolhouse Funds</td>
<td>23,065,183.15</td>
<td>2,000,000.00</td>
<td>1,282,826.00</td>
<td>23,782,357.15</td>
</tr>
</tbody>
</table>

**TOTAL UNRESTRICTED INVESTMENTS**

<table>
<thead>
<tr>
<th>5/31/19 Balance</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>$87,264,924.76</td>
<td>$8,062,579.16</td>
</tr>
<tr>
<td>$12,282,826.00</td>
<td>$83,044,677.92</td>
</tr>
</tbody>
</table>

## BALANCES

### GENERAL FUNDS

<table>
<thead>
<tr>
<th>5/31/19 Balance</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash $3,336,429.67</td>
<td>$1,422,892.67</td>
</tr>
<tr>
<td>Restricted Funds</td>
<td>-</td>
</tr>
<tr>
<td>Investments $57,262,320.77</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>TOTAL - ALL FUNDS $60,598,750.44</td>
<td>$3,422,892.67</td>
</tr>
</tbody>
</table>

### FOOD & NUTRITION FUNDS

<table>
<thead>
<tr>
<th>5/31/19 Balance</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash $1,461,667.61</td>
<td>$1,461,667.61</td>
</tr>
<tr>
<td>Restricted Funds</td>
<td>-</td>
</tr>
<tr>
<td>Investments $29,487,856.03</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL - ALL FUNDS $30,956,483.62</td>
<td>$1,461,667.61</td>
</tr>
</tbody>
</table>

### DAYCARE FUNDS

<table>
<thead>
<tr>
<th>5/31/19 Balance</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash $24,872,856.03</td>
<td>-</td>
</tr>
<tr>
<td>Restricted Funds</td>
<td>-</td>
</tr>
<tr>
<td>Investments $23,782,357.15</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL - ALL FUNDS $48,655,213.18</td>
<td>-</td>
</tr>
</tbody>
</table>

### SCHOOLHOUSE FUNDS

<table>
<thead>
<tr>
<th>5/31/19 Balance</th>
<th>6/30/19 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash $35,708,845.98</td>
<td>-</td>
</tr>
<tr>
<td>Restricted Funds</td>
<td>-</td>
</tr>
<tr>
<td>Investments $35,708,845.98</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL - ALL FUNDS $71,417,691.96</td>
<td>-</td>
</tr>
</tbody>
</table>

**Signed this 23rd day of September 2019**
### Interfund Transfers
#### For the Month Ended June 30, 2019
and Year to Date

<table>
<thead>
<tr>
<th></th>
<th>Month of June</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 10</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund</td>
<td>$813,861.60</td>
<td>$2,842,087.62</td>
</tr>
<tr>
<td><strong>Fund 22</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fund</td>
<td>$35,295.91</td>
<td>$202,627.77</td>
</tr>
<tr>
<td><strong>Fund 33</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SAVE Fund</td>
<td>$106,455.97</td>
<td>$1,813,571.43</td>
</tr>
<tr>
<td><strong>Fund 36</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PPEL Fund</td>
<td>$112,168.03</td>
<td>$1,998,727.90</td>
</tr>
<tr>
<td><strong>Fund 40</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debt Fund</td>
<td>$307,157.91</td>
<td>$4,393,227.89</td>
</tr>
<tr>
<td><strong>Fund 61</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food &amp; Nutrition Fund</td>
<td>$573,097.23</td>
<td>$573,840.23</td>
</tr>
<tr>
<td><strong>Fund 62</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day Care - 5 Seasons</td>
<td>$3,680.73</td>
<td>$78,959.01</td>
</tr>
<tr>
<td><strong>Fund 65</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Day Care - Rockwell</td>
<td>$3,450.62</td>
<td>$12,182.52</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,227,475.48</td>
<td>$9,127,845.95</td>
</tr>
</tbody>
</table>

BA-20-004/03.2
## CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
### FOURTH QUARTER ENDED - JUNE 2019

#### 2018-2019

<table>
<thead>
<tr>
<th>School Name</th>
<th>C.E. Certified Enrollment</th>
<th>Total Certified Enrollment</th>
<th>4th Quarter Certified Enrollment</th>
<th>% of Est. Change</th>
<th>4th Quarter Cumulative Enrollment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jefferson</td>
<td>774</td>
<td>94</td>
<td>668</td>
<td>93%</td>
<td>10,981</td>
</tr>
<tr>
<td>Kennedy</td>
<td>1,322</td>
<td>86</td>
<td>434</td>
<td>22.7%</td>
<td>18,967</td>
</tr>
<tr>
<td>Metro</td>
<td>87</td>
<td>20</td>
<td>229</td>
<td>21.0%</td>
<td>1,739</td>
</tr>
<tr>
<td>Washington</td>
<td>708</td>
<td>61</td>
<td>553</td>
<td>-10.0%</td>
<td>13,715</td>
</tr>
<tr>
<td>Total High Schools</td>
<td>2,891</td>
<td>261</td>
<td>1,884</td>
<td>1.0%</td>
<td>35,715</td>
</tr>
<tr>
<td>McKinley</td>
<td>166</td>
<td>30</td>
<td>1,050</td>
<td>10.6%</td>
<td>11,883</td>
</tr>
<tr>
<td>Roosevelt</td>
<td>159</td>
<td>53</td>
<td>403</td>
<td>29.7%</td>
<td>13,563</td>
</tr>
<tr>
<td>Taft</td>
<td>405</td>
<td>29</td>
<td>170</td>
<td>-3.0%</td>
<td>24,591</td>
</tr>
<tr>
<td>Wilson</td>
<td>72</td>
<td>25</td>
<td>237</td>
<td>26.9%</td>
<td>7,680</td>
</tr>
<tr>
<td>Total Middle Schools</td>
<td>1,487</td>
<td>211</td>
<td>1,729</td>
<td>9.5%</td>
<td>40,491</td>
</tr>
<tr>
<td>Cleveland</td>
<td>124</td>
<td>18</td>
<td>177</td>
<td>10.9%</td>
<td>2,868</td>
</tr>
<tr>
<td>Coolidge</td>
<td>248</td>
<td>18</td>
<td>97</td>
<td>0.2%</td>
<td>2,388</td>
</tr>
<tr>
<td>Erskine</td>
<td>424</td>
<td>17</td>
<td>69</td>
<td>14.1%</td>
<td>2,088</td>
</tr>
<tr>
<td>Gibson</td>
<td>100</td>
<td>33</td>
<td>204</td>
<td>1.0%</td>
<td>2,030</td>
</tr>
<tr>
<td>Grant Wood</td>
<td>99</td>
<td>25</td>
<td>228</td>
<td>94.0%</td>
<td>2,120</td>
</tr>
<tr>
<td>Harrison</td>
<td>74</td>
<td>26</td>
<td>210</td>
<td>9.5%</td>
<td>2,195</td>
</tr>
<tr>
<td>Hiawatha</td>
<td>136</td>
<td>17</td>
<td>222</td>
<td>9.3%</td>
<td>2,118</td>
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<tr>
<td>Hoover</td>
<td>56</td>
<td>41</td>
<td>266</td>
<td>17.4%</td>
<td>2,288</td>
</tr>
<tr>
<td>Jackson</td>
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<td>19</td>
<td>68</td>
<td>20.2%</td>
<td>2,030</td>
</tr>
<tr>
<td>Johnson</td>
<td>77</td>
<td>20</td>
<td>326</td>
<td>19.2%</td>
<td>2,030</td>
</tr>
<tr>
<td>Kenwood</td>
<td>105</td>
<td>62</td>
<td>256</td>
<td>7.2%</td>
<td>2,120</td>
</tr>
<tr>
<td>Madison</td>
<td>122</td>
<td>15</td>
<td>104</td>
<td>0.0%</td>
<td>2,030</td>
</tr>
<tr>
<td>Nix</td>
<td>111</td>
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<td>181</td>
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<td>Pfeifer</td>
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</tr>
<tr>
<td>Taylor</td>
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<td>17</td>
<td>200</td>
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<td>Truman</td>
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<tr>
<td>Van Buren</td>
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<tr>
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<td>75</td>
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<td>208</td>
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</tr>
<tr>
<td>Total Elementaries</td>
<td>2,814</td>
<td>505</td>
<td>3,915</td>
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<td>73,900</td>
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<td>GRAND TOTAL</td>
<td>7,192</td>
<td>977</td>
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#### 2017-2018

<table>
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<tr>
<th>School Name</th>
<th>C.E. Certified Enrollment</th>
<th>Total Certified Enrollment</th>
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<th>% of Est. Change</th>
<th>4th Quarter Cumulative Enrollment</th>
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<tbody>
<tr>
<td>Jefferson</td>
<td>774</td>
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<td>Metro</td>
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<td>Roosevelt</td>
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<td>Wilson</td>
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<td>211</td>
<td>1,729</td>
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<tr>
<td>Cleveland</td>
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<td>Coolidge</td>
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<td>Harrison</td>
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<tr>
<td>Hiawatha</td>
<td>136</td>
<td>17</td>
<td>222</td>
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<td>GRAND TOTAL</td>
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<td>977</td>
<td>7,528</td>
<td>0.3%</td>
<td>105,600</td>
</tr>
</tbody>
</table>

#### 2018/2019 Book Fees

<table>
<thead>
<tr>
<th>School Name</th>
<th>2018-2019 Book Fees</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

#### 2017/2018 Book Fees

<table>
<thead>
<tr>
<th>School Name</th>
<th>2017-2018 Book Fees</th>
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</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>Account Number</td>
<td>Description</td>
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<tr>
<td>---------------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1000 Tuition</td>
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</tr>
<tr>
<td>1400 Transportation Fees</td>
<td>$110,000</td>
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<tr>
<td>1700 Student Activities</td>
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<tr>
<td>1910 Tuition</td>
<td>$175,000</td>
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<tr>
<td>1920 Local Grants/Donations</td>
<td>$1,051,417</td>
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<tr>
<td>1940 Tuition</td>
<td>$8,000</td>
</tr>
<tr>
<td>1950 Admissions Services - AEA</td>
<td>$1,028,019</td>
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<tr>
<td>1960 Sale of Services</td>
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<td>1980 Refund of PY Expenditures</td>
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<td>1990 Miscellaneous</td>
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<tr>
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<td>1500 Investment Income</td>
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<td>1980 Refund of PY Expenditures</td>
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<td>1990 Miscellaneous</td>
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<td><strong>Total Management Levy Fund</strong></td>
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<td>1500 Investment Income</td>
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<td>1990 Miscellaneous</td>
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<td>1990 Miscellaneous</td>
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<tr>
<td><strong>Total PPEL Fund</strong></td>
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<td>1500 Investment Income</td>
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<td>1990 Miscellaneous</td>
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<td><strong>Total Debt Service Fund</strong></td>
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</tr>
<tr>
<td>1500 Investment Income</td>
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<td>1990 Miscellaneous</td>
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<tr>
<td><strong>Total School Nutrition Fund</strong></td>
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<td>1800 Community Services Activities</td>
<td>$1,487,613</td>
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<td>1990 Miscellaneous</td>
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<td><strong>Total Five Seasons Day Care Fund</strong></td>
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<tr>
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<tr>
<td><strong>Total Rockwell Day Care Fund</strong></td>
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<tr>
<td><strong>Total Local Revenues</strong></td>
<td>$17,233,160</td>
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</table>

**BA-20-004/03.4**
CONSENT AGENDA

BA-20-004/04 Statement of Receipts, Disbursements, and Cash Balances Report – August 2019 (David Nicholson)

Exhibit: BA-20-004/04.1-2

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended August 31, 2019 were $21,449,428.41 and cash disbursements were $28,991,353.17. The investment balance on August 31, 2019 was $74,577,603.14. Interfund transfers for the month ended August 31, 2019 were $1,275,243.32. Year to date interfund transfers were $3,121,902.42.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of August 2019.
### Cash Balances

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>7/31/2019</th>
<th>Receipts</th>
<th>Disbursements</th>
<th>8/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General and Management Funds</strong></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>10-General Fund</td>
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<td>$16,110,724.82</td>
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<td>10-General Fund ELSC Petty Cash</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>22-Management Fund</td>
<td>909,447.10</td>
<td>17,284.93</td>
<td>399,217.89</td>
<td>527,514.14</td>
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<td>16,128,009.75</td>
<td>23,310,919.12</td>
<td>2,616,579.77</td>
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<tr>
<td><strong>Food &amp; Nutrition</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>61-Food &amp; Nutrition Fund</td>
<td>1,393,022.11</td>
<td>294,802.68</td>
<td>95,668.24</td>
<td>1,592,156.55</td>
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<tr>
<td>61-Petty Cash</td>
<td>140.00</td>
<td>2,883.00</td>
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<td>3,023.00</td>
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<td>Total - Food &amp; Nutrition Fund</td>
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<td>297,685.68</td>
<td>95,668.24</td>
<td>1,595,179.55</td>
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<tr>
<td><strong>Daycare Fund</strong></td>
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<td></td>
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<tr>
<td>62-Five Seasons Daycare Fund</td>
<td>1,192,702.09</td>
<td>147,848.09</td>
<td>139,236.99</td>
<td>1,201,313.19</td>
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<td>463,747.33</td>
<td>488,396.99</td>
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<tr>
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<tr>
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<td>611,595.42</td>
<td>627,633.98</td>
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<tr>
<td><strong>Schoolhouse Funds</strong></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>33-Secure Adv. Vision for Educ. (SAVE) Fund</td>
<td>1,901,257.42</td>
<td>1,802,999.74</td>
<td>2,043,584.67</td>
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<td>36-Physical Plant &amp; Equip (PPEL) Fund</td>
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<td>1,530,530.27</td>
<td>1,838,474.32</td>
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<td>$21,449,428.41</td>
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<td>$8,179,559.30</td>
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### Investments

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<tr>
<th>Fund Type</th>
<th>7/31/2019</th>
<th>Purchases</th>
<th>Maturities</th>
<th>8/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Restricted Investment Funds</strong></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Schoolhouse Fund - Held for Bond Payments</td>
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<tr>
<td>40-Debt Service Fund - Sinking Funds/BT+Reg</td>
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<td>$1,202,111.06</td>
<td>$ -</td>
<td>$16,866,268.40</td>
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<tr>
<td>40-Debt Service Fund - Sinking Funds/USB</td>
<td>280,417.00</td>
<td>280,417.00</td>
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<td>560,834.00</td>
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<td><strong>Unrestricted Investment Funds</strong></td>
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<tr>
<td>General and Management Funds</td>
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<tr>
<td>10-General Fund</td>
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<td>6,000,000.00</td>
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<td>Total - General and Management Funds</td>
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<td>28,356,079.99</td>
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<td>61-Food &amp; Nutrition Fund</td>
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<td>-</td>
<td>2,000,000.00</td>
</tr>
<tr>
<td>Schoolhouse Funds</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>36-Physical Plant &amp; Equip (PPEL) Fund</td>
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<td>$74,577,603.14</td>
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### Total Balances

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>7/31/2019</th>
<th>Purchases</th>
<th>Maturities</th>
<th>8/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td>$2,616,579.77</td>
<td>$1,595,179.55</td>
<td>$1,466,222.71</td>
<td>$2,501,577.27</td>
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<td><strong>Food &amp; Nutrition Fund</strong></td>
<td>$3,595,179.55</td>
<td>$1,466,222.71</td>
<td>$64,150,202.82</td>
<td>$100,184,264.84</td>
</tr>
<tr>
<td><strong>Daycare Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Schoolhouse Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total - All Funds</strong></td>
<td>$30,972,659.76</td>
<td>$3,595,179.55</td>
<td>$1,466,222.71</td>
<td>$100,184,264.84</td>
</tr>
</tbody>
</table>

Signed this 23rd day of September 2019
## Summary

<table>
<thead>
<tr>
<th></th>
<th>Month of August</th>
<th>Year to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Transfers</strong></td>
<td><strong>In</strong></td>
<td><strong>Out</strong></td>
</tr>
<tr>
<td>Fund 10 General Fund</td>
<td>$111,637.02</td>
<td>$-</td>
</tr>
<tr>
<td>Fund 22 Management Fund</td>
<td>-</td>
<td>$4,272.11</td>
</tr>
<tr>
<td>Fund 33 SAVE Fund</td>
<td>$88,533.46</td>
<td>$1,169,844.30</td>
</tr>
<tr>
<td>Fund 36 PPEL Fund</td>
<td>-</td>
<td>$98,607.00</td>
</tr>
<tr>
<td>Fund 40 Debt Fund</td>
<td>$1,075,072.84</td>
<td>-</td>
</tr>
<tr>
<td>Fund 61 Food &amp; Nutrition Fund</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fund 62 Day Care - 5 Seasons</td>
<td>-</td>
<td>$1,436.36</td>
</tr>
<tr>
<td>Fund 65 Day Care - Rockwell</td>
<td>-</td>
<td>$1,083.55</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$1,275,243.32</td>
<td>$1,275,243.32</td>
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</tbody>
</table>
CONSENT AGENDA

BA-20-007/02  Unspent Balance Report – June 2019 (David Nicholson)

Exhibit: BA-20-007/02.1

Information Item

Pertinent Fact(s):

The Unspent Balance Report is designed to inform the Board of Education on a monthly basis the status of the district’s General Fund authorized reserves (Unspent Balance). An analysis of staffing and all other budgetary changes that impact the Unspent Balance as of month ended June 30, 2019 is summarized for your review.
Cedar Rapids Community School District

General Fund Unspent Balance

June 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>Actual FY2018</th>
<th>Budget FY2019</th>
<th>Budget FY2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Program District Cost</td>
<td>$113,899,089</td>
<td>$115,383,638</td>
<td>$115,383,638</td>
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<tr>
<td>+ Regular Program Budget Adjustment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>+ Supplementary Weighting District Cost</td>
<td>$1,872,904</td>
<td>$2,089,224</td>
<td>$2,089,224</td>
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<tr>
<td>+ Special Ed District Cost</td>
<td>$17,800,544</td>
<td>$16,704,674</td>
<td>$16,704,674</td>
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<tr>
<td>+ Teacher Salary Supplement District Cost</td>
<td>$9,626,387</td>
<td>$9,745,943</td>
<td>$9,745,943</td>
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<tr>
<td>+ Professional Development Suppl District Cost</td>
<td>$1,136,085</td>
<td>$1,149,725</td>
<td>$1,149,725</td>
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<tr>
<td>+ Early Intervention Supplement District Cost</td>
<td>$1,239,832</td>
<td>$1,254,729</td>
<td>$1,254,729</td>
</tr>
<tr>
<td>Teacher Leadership Supplement District Cost (Line 4.46)</td>
<td>$5,525,234</td>
<td>$5,592,749</td>
<td>$5,592,749</td>
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<tr>
<td>+ AEA Special Ed Support</td>
<td>$5,770,555</td>
<td>$5,783,178</td>
<td>$5,783,178</td>
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<tr>
<td>+ AEA Special Ed Support Adjustment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>+ AEA Media Services</td>
<td>$1,046,075</td>
<td>$1,054,701</td>
<td>$1,054,701</td>
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<tr>
<td>+ AEA Educational Services</td>
<td>$1,149,301</td>
<td>$1,158,696</td>
<td>$1,158,696</td>
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<tr>
<td>+ AEA Sharing District Cost</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>+ AEA Teacher Salary Suppl District Cost</td>
<td>$539,723</td>
<td>$541,413</td>
<td>$541,413</td>
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<tr>
<td>+ AEA Professional Dev Suppl District Cost</td>
<td>$56,846</td>
<td>$63,142</td>
<td>$63,142</td>
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<tr>
<td>+ SBRC Modified Suppl Amt Dropout Prev</td>
<td>$6,532,570</td>
<td>$5,707,516</td>
<td>$5,707,516</td>
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<tr>
<td>+ SBRC Allowable Growth Other #1</td>
<td>$1,020,124</td>
<td>$1,110,000</td>
<td>$1,500,257</td>
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<tr>
<td>+ SBRC Allowable Growth Other #2</td>
<td>$2,346,879</td>
<td>$2,393,817</td>
<td>$2,393,817</td>
</tr>
<tr>
<td>+ Special Ed Deficit Modified Suppl Amt</td>
<td>$7,439,691</td>
<td>$8,000,000</td>
<td>$9,268,676</td>
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<tr>
<td>- Special Ed Positive Balance Reduction</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>- AEA Special Ed Positive Balance</td>
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<tr>
<td>+ Allowance for Construction Projects</td>
<td>$0</td>
<td>$0</td>
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</tr>
<tr>
<td>- Unspent Allowance for Construction</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>+ Enrollment Audit Adjustment</td>
<td>$-22,278</td>
<td>$3,732</td>
<td>$3,732</td>
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<tr>
<td>- AEA Prorata Reduction</td>
<td>$846,317</td>
<td>$846,317</td>
<td>$846,317</td>
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<tr>
<td>= Maximum District Cost</td>
<td>$175,239,243</td>
<td>$176,890,560</td>
<td>$178,549,493</td>
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<tr>
<td>+ Preschool Foundation Aid</td>
<td>$1,909,236</td>
<td>$2,189,200</td>
<td>$2,189,200</td>
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<tr>
<td>+ Instructional Support Authority</td>
<td>$8,385,251</td>
<td>$8,458,775</td>
<td>$8,458,775</td>
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<tr>
<td>+ Ed Improvement Authority</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>+ Other Miscellaneous Income</td>
<td>$23,311,546</td>
<td>$23,648,998</td>
<td>$25,617,008</td>
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<tr>
<td>+ Unspent Auth Budget - Previous Year</td>
<td>$11,154,185</td>
<td>$15,007,323</td>
<td>$15,007,323</td>
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<tr>
<td>+ GAAP Conversion Hold Harmless</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>= Maximum Authorized Budget</td>
<td>$219,999,462</td>
<td>$227,194,856</td>
<td>$229,821,798</td>
</tr>
<tr>
<td>- Expenditures</td>
<td>$204,992,139</td>
<td>$216,298,810</td>
<td>$212,709,624</td>
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<tr>
<td>= Unspent Authorized Budget (UAB)</td>
<td>$15,007,323</td>
<td>$8,921,393</td>
<td>$17,112,174</td>
</tr>
<tr>
<td>+ Estimated Unspent Program Reserves</td>
<td>$0</td>
<td>$5,934,206</td>
<td>$0</td>
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<tr>
<td>= &quot;Revised&quot; Unspent Authorized Budget (UAB)</td>
<td>$15,007,323</td>
<td>$14,855,599</td>
<td>$17,112,174</td>
</tr>
</tbody>
</table>

OPERATING DAYS RESERVES:

<table>
<thead>
<tr>
<th></th>
<th>June 30, 2019</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.72</td>
<td>25.07</td>
<td>29.36</td>
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</tbody>
</table>

General Fund: Employee Full Time Equivalent Status

<table>
<thead>
<tr>
<th>Employee Category</th>
<th>Original Budgeted FTE's</th>
<th>FTE's June 30, 2019</th>
<th>Difference</th>
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</thead>
<tbody>
<tr>
<td>Object 101-Paraprofessional Employees</td>
<td>391.68</td>
<td>425.33</td>
<td>33.65</td>
</tr>
<tr>
<td>Object 111-Officials/Administrative Personnel</td>
<td>47.10</td>
<td>46.75</td>
<td>-0.35</td>
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<tr>
<td>Object 115-Administrative Assistant Personnel</td>
<td>19.00</td>
<td>20.00</td>
<td>1.00</td>
</tr>
<tr>
<td>Object 121-Educational Professional Employees</td>
<td>1,253.36</td>
<td>1,315.62</td>
<td>62.26</td>
</tr>
<tr>
<td>Object 131-Other Professional Employees</td>
<td>97.44</td>
<td>122.38</td>
<td>24.94</td>
</tr>
<tr>
<td>Object 138-Nurse Employees</td>
<td>18.35</td>
<td>18.20</td>
<td>-0.15</td>
</tr>
<tr>
<td>Object 141-Technical Employees</td>
<td>47.24</td>
<td>76.40</td>
<td>29.16</td>
</tr>
<tr>
<td>Object 151-Office &amp; Clerical Employees</td>
<td>157.93</td>
<td>156.16</td>
<td>-1.77</td>
</tr>
<tr>
<td>Object 161-Crafts &amp; Trade Employees</td>
<td>31.00</td>
<td>33.75</td>
<td>2.75</td>
</tr>
<tr>
<td>Object 165-Specialist/Supervisor Crafts &amp; Trade Employees</td>
<td>6.00</td>
<td>6.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Object 171-Transportation Driver Employees</td>
<td>70.39</td>
<td>86.36</td>
<td>16.24</td>
</tr>
<tr>
<td>Object 181-Groundkeeper Employees</td>
<td>5.00</td>
<td>5.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Object 191-Custodial Engineer/Service Worker Employees</td>
<td>44.00</td>
<td>44.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Object 195-Custodial/Service/Guard/Bus Monitor Employees</td>
<td>133.48</td>
<td>139.64</td>
<td>6.16</td>
</tr>
</tbody>
</table>

Total FTE's

|                  | 2,321.95 | 2,495.86 | 173.91 |


CONSENT AGENDA

BA-20-008/05  Open Enrollment – Denial 2019-2020 (John Rice)

Exhibit: BA-20-008/05.1

Action Item

Pertinent Fact(s):

1. Section 256.7(5), Chapter 17, of the Iowa Code “Open Enrollment,” allows parents/guardian to enroll their children/child in a school district other than the resident district of the custodial parent/guardian. In order for parents/guardians to exercise this option, their request must be submitted by March 1 of the year preceding open enrollment. For kindergarten children the deadline for submitting an application for open enrollment is September 1 of the current school year.

2. Applications filed after the deadline will not be approved unless the reason for late filing qualifies for “good cause”; “good cause” means a change in the status of a child’s resident district for any of the following reasons:
   A. Family moved to a new district of residence
   B. Change in the marital status of the student's parents resulting in new resident district
   C. Placement of the student into foster care resulting in new resident district
   D. Adoption resulting in new resident district
   E. Participation in a foreign exchange program
   F. Participation in a substance abuse or mental health treatment program resulting in new resident district
   G. Failure of negotiations for reorganization or rejection of proposed reorganization plan*
   H. Failure of negotiations for whole grade sharing or rejection of whole grade sharing agreement*
   I. Loss of accreditation or revocation of a charter school contract*

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

3. Request may be denied if:
   A. The student has been suspended or expelled by a district and has not been reinstated as a student in that district
   B. Insufficient classroom space exists
   C. Minority/non-minority pupil ratios would be adversely affected
   D. An appropriate instructional program is not available
   E. The applicant missed the prescribed deadline and the request does not qualify for “good cause”

4. If the denial is based on a desegregation plan and/or any other reasons, it may be appealed to the Linn County District Court and cannot be appealed to the State Board of Education. An appeal must be postmarked within 30 days of the Board decision.

Recommendation:

It is recommended that the Board of Education approve the Open Enrollment-Denial of these student(s) commencing with the 2019-2020 school year.
## OPEN ENROLLMENT DENIALS
### 2019-2020 SCHOOL YEAR

**EXIT Denial**

<table>
<thead>
<tr>
<th>Parent</th>
<th>Student</th>
<th>Grade</th>
<th>Resident District</th>
<th>Requested District</th>
</tr>
</thead>
<tbody>
<tr>
<td>J. &amp; M. Buckley</td>
<td>M. Buckley II</td>
<td>9</td>
<td>Cedar Rapids Community School District</td>
<td>CAM/IA Connections School District</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason:</td>
<td>Application filed late</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Gimse</td>
<td>K. Grant</td>
<td>7</td>
<td>Cedar Rapids Community School District</td>
<td>CAM/IA Connections School District</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Reason:</td>
<td>Application filed late</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. McDougall</td>
<td>M. McDougall</td>
<td>11</td>
<td>Cedar Rapids Community School District</td>
<td>Clayton Ridge School District</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason:</td>
<td>Application filed late</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTALS:** 2 CAM/IA Connections  
1 Clayton Ridge
CONSENT AGENDA

BA-20-009/05     Personnel Report (Linda Noggle)

Exhibit: BA-20-009/05.1-4

Action Item     Roll Call

Recommendation:

It is recommended that the Board of Education approve the Personnel Report.
### APPOINTMENTS - SALARIED STAFF

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary Placement</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crawford, Emma</td>
<td>$45,450</td>
<td>Kindergarten, Van Buren</td>
<td>09/05/2019</td>
</tr>
<tr>
<td>Dye, Jaime</td>
<td>$49,900</td>
<td>Strat I, Franklin</td>
<td>09/16/2019</td>
</tr>
<tr>
<td>Tomkins, Dakota</td>
<td>$2,934</td>
<td>Football Asst, Jefferson</td>
<td>9/4/2019</td>
</tr>
<tr>
<td>Walker, Stacey</td>
<td>$66,556</td>
<td>Payroll Specialist, ELSC</td>
<td>09/23/2019</td>
</tr>
<tr>
<td>Walker, Stacia</td>
<td>$53,700</td>
<td>Bullying &amp; Harassment Coordinator, ELSC</td>
<td>9/16/2019</td>
</tr>
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### GRANTING LEAVES OF ABSENCE - SALARIED STAFF

<table>
<thead>
<tr>
<th>Name</th>
<th>Type of Leave</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Young, Vanessa</td>
<td>Personal</td>
<td>ELL (0.3125) Arthur</td>
<td>09/23/2019</td>
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### RESIGNATIONS - SALARIED STAFF

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hocking, Melissa</td>
<td>Personal</td>
<td>Instructional Coach, ELSC</td>
<td>9/27/2019</td>
</tr>
<tr>
<td>Johnson, Denise</td>
<td>Personal</td>
<td>Payroll Specialist, ELSC</td>
<td>8/21/2019</td>
</tr>
<tr>
<td>Maloy, Kimberli</td>
<td>Personal</td>
<td>Drama MS Wilson</td>
<td>9/6/2019</td>
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</tbody>
</table>

### RETIREMENT - SALARIED STAFF

<table>
<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>King, Mary</td>
<td>Graphic Designing Specialist, ELSC</td>
<td>12/31/2019</td>
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### APPOINTMENTS - HOURLY STAFF

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary Placement</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bolger, Mike</td>
<td>$14.51</td>
<td>Multicat Wilson</td>
<td>9/16/2019</td>
</tr>
<tr>
<td>Clark, Diane</td>
<td>$13.93</td>
<td>Bus Attendant ELSC</td>
<td>9/9/2019</td>
</tr>
<tr>
<td>Clark, Johnny</td>
<td>$13.93</td>
<td>Bus Attendant ELSC</td>
<td>9/9/2019</td>
</tr>
<tr>
<td>Couser, Michael</td>
<td>$13.93</td>
<td>Bus Attendant ELSC</td>
<td>9/9/2019</td>
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<tr>
<td>Duke, Michael</td>
<td>$16.53</td>
<td>Custodian Floater ELSC</td>
<td>9/16/2019</td>
</tr>
<tr>
<td>Ervin, Daisy</td>
<td>$13.93</td>
<td>Bus Attendant ELSC</td>
<td>9/9/2019</td>
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<tr>
<td>Gunther, Casey</td>
<td>$11.74</td>
<td>ChildCare Professional Collins Day Center</td>
<td>9/9/2019</td>
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<tr>
<td>Haan, Alicia</td>
<td>$18.68</td>
<td>Behavior Technician Cleveland</td>
<td>9/16/2019</td>
</tr>
<tr>
<td>Name</td>
<td>Reason</td>
<td>Assignment</td>
<td>Effective Date</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------------</td>
<td>-----------------------------</td>
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</tr>
<tr>
<td>Hartman, Emily</td>
<td>Para</td>
<td>Taft</td>
<td>9/9/2019</td>
</tr>
<tr>
<td>Hemphill, Ashlea</td>
<td>Multicat /</td>
<td>Taft (Crossing Guard)</td>
<td>9/16/2019</td>
</tr>
<tr>
<td>Hopkins, Maria</td>
<td>Custodial</td>
<td>Taft</td>
<td>9/9/2019</td>
</tr>
<tr>
<td>Huggins, Ivory</td>
<td>Multicat</td>
<td>Taft</td>
<td>9/16/2019</td>
</tr>
<tr>
<td>Johnson, Sarah</td>
<td>Para</td>
<td>Taft</td>
<td>9/9/2019</td>
</tr>
<tr>
<td>Jones, Terry</td>
<td>Crossing Guard</td>
<td>Taft</td>
<td>9/9/2019</td>
</tr>
<tr>
<td>Linton, Melia</td>
<td>Food Service Asst</td>
<td>Taft</td>
<td>9/9/2019</td>
</tr>
<tr>
<td>Molnar, Viktoria</td>
<td>Para</td>
<td>Taft</td>
<td>09/09/2019</td>
</tr>
<tr>
<td>Mundhanke, Kim</td>
<td>Sign Language Interpreter</td>
<td>Taft (Washington)</td>
<td>09/09/2019</td>
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<tr>
<td>Randles, Ezra</td>
<td>Custodian Floater</td>
<td>Taft (ELSC)</td>
<td>09/16/2019</td>
</tr>
<tr>
<td>Schirm, Kevin</td>
<td>Bus Attendant</td>
<td>Taft</td>
<td>09/09/2019</td>
</tr>
<tr>
<td>Smith, Mary</td>
<td>Food Service Asst</td>
<td>Taft (McKinley)</td>
<td>9/16/2019</td>
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<tr>
<td>Thomas, Stephanie</td>
<td>Food Service Asst</td>
<td>Taft (Wilson)</td>
<td>09/03/2019</td>
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<tr>
<td>Webster, Patricia</td>
<td>Bus Driver</td>
<td>Taft</td>
<td>09/09/2019</td>
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<tr>
<td>Weiland, Sam</td>
<td>Multicat</td>
<td>Taft (Van Buren)</td>
<td>9/16/2019</td>
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<td>Winkie, Clairese</td>
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<td>Yeager-Cheever, Samantha</td>
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<td>Taft (Taylor)</td>
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**RESIGNATIONS - HOURLY STAFF**

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason</th>
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<tr>
<td>Alber, Steven</td>
<td>Personal</td>
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<td>Bailey, Michael</td>
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<td>Beker, Peggy</td>
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<td>Food Service Asst (Wilson)</td>
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<td>Coleman, Lydie</td>
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<tr>
<td>Gassmann, Steven</td>
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<td>Gordon, Adriane</td>
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<td>Child Care Professional (Collins)</td>
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<td>Position</td>
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<td>Gross, Rodney</td>
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<td>Grant</td>
<td>9/9/2019</td>
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<td>Hall, Alana</td>
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<td>Hiawatha</td>
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<td>Hutchcroft, Karen</td>
<td>Personal Crossing Guard</td>
<td>Jackson</td>
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<td>Knight, Delores</td>
<td>Personal Food Service Asst</td>
<td>Harding</td>
<td>9/6/2019</td>
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<td>Lona Garcia, Luis</td>
<td>Personal Campus Security</td>
<td>Jefferson</td>
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<td>Lumpa, Danielle</td>
<td>Personal Health Secretary</td>
<td>Taft</td>
<td>9/27/2019</td>
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<td>Mather, Julie</td>
<td>Personal Cashier</td>
<td>Grant Wood</td>
<td>9/13/2019</td>
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<td>Pappas, Dylon</td>
<td>Personal Para</td>
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<td>Seams, Alyssa</td>
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<td>Wery, Laurie</td>
<td>Personal Media Secretary</td>
<td>Viola Gibson</td>
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2019-2020 Level changes – September 23th Board Agenda

BA-20-009/05.4


CONSENT AGENDA


Exhibit: BA-20-011/03.1-24

Information Item

Pertinent Fact(s):

1. The Board of Education reviews policies, regulations and procedures at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.

2. The agenda item includes policies, regulations, and procedures that have been reviewed by the Policy Review Committee (PRC). Most proposed revisions are based on changes to state and federal law, current District practice, and to maintain the District’s Policy Manual up to date as required by Iowa Code. The PRC utilizes legal & policy services provided by the Iowa Association of School Boards, National Association of School Boards, including policy primer & on-line sample policy documents. Guidance from District Legal Counsel was sought.

<table>
<thead>
<tr>
<th>Policy Manual #</th>
<th>Title</th>
<th>Action</th>
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</thead>
<tbody>
<tr>
<td>101</td>
<td>Strategic Plan</td>
<td>Revised</td>
</tr>
<tr>
<td>101.1</td>
<td>Belief Statement</td>
<td>Revised</td>
</tr>
<tr>
<td>101.2</td>
<td>Strategic Planning Process</td>
<td>Revised</td>
</tr>
<tr>
<td>400.4</td>
<td>Instruction @ Post-Secondary Ed Institutions</td>
<td>Proposed</td>
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<tr>
<td>403</td>
<td>Controversial Issues</td>
<td>Reviewed</td>
</tr>
<tr>
<td>403.1</td>
<td>Guidelines for Staff Re: Controversial Issues</td>
<td>Reviewed</td>
</tr>
<tr>
<td>506.3</td>
<td>Tax Sheltered Annuities</td>
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<td>506.10</td>
<td>Employee Identification Badges</td>
<td>Revised</td>
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<td>602.2a</td>
<td>Compulsory Education Reporting Requirements</td>
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<td>602.2b</td>
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<td>602.2c</td>
<td>Private Instruction</td>
<td>Proposed</td>
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<tr>
<td>603</td>
<td>Student Rights &amp; Responsibilities</td>
<td>Revised</td>
</tr>
<tr>
<td>603.1</td>
<td>Student Expression &amp; Appearance</td>
<td>Revised</td>
</tr>
<tr>
<td>603.3</td>
<td>Age of Majority</td>
<td>Revised</td>
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<tr>
<td>603.5</td>
<td>Interview of Students by Outside Agencies</td>
<td>Revised</td>
</tr>
<tr>
<td>704.5</td>
<td>Care, Maintenance &amp; Disposal of District Records</td>
<td>Revised</td>
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<tr>
<td>1002.2</td>
<td>Visitors to District</td>
<td>Revised</td>
</tr>
<tr>
<td>1009</td>
<td>Charitable Payroll Deduction Campaign</td>
<td>Revised</td>
</tr>
<tr>
<td>1009.1</td>
<td>Guidelines for Charitable Payroll Deduction Campaigns</td>
<td>Revised</td>
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</tbody>
</table>
STRATEGIC PLAN

As a school corporation of Iowa, the Cedar Rapids Community School District, acting through its Board of Directors, is dedicated to developing an equal opportunity for a quality public education to its students. The District Strategic Plan that impacts all aspects of the school system.

Vision
Excellence for All Every Learner: Future Ready

Mission
To develop 21st century learners and productive, responsible citizens
To ensure all learners experience a rigorous and personalized learning experience so they have a plan, a pathway, and a passion for their future.

Core Values Beliefs
Focus on Data and Results
Learning for All
Respect for All
Safe and Healthy Environment
Student, Parent, and Community Satisfaction
Teamwork
Visionary Leadership
Leadership
Innovation
Equity
Student Ownership
Culture/Climate
Student Learning

Goals Focus Areas
Develop a diverse workforce that utilizes exemplary professional practices
Enhance student social, emotional, and behavioral development
Improve performance in all curricular areas
Increase family and community support for student learning and citizenship development
Operate with fiscal integrity, efficiency, and effectiveness
Culture – Provide a safe, supportive, collaborative culture in which diversity of every learner is valued and embraced.

Student Learning - Ensure high quality instruction which fosters and inspires academic, social, and emotional learning and growth to meet the needs of every student.

Workforce - Engage and empower a talented and diverse workforce who supports Every Learner: Future Ready.

Resources & Systems - Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district.

Guiding Philosophy
Continuous Improvement
Belief Statement

The Board of Education believes in its vision of “Excellence for All.” This specifically means an unwavering belief that every child and every person can learn and continually develop. The Board further believes it is the District’s role to help all our children and the adults who work with them to learn to high levels and to develop into productive, responsible citizens.

Approved: 09-24-79
Revised: 05-12-80
Reviewed: 03-13-89
Reviewed: 01-13-92
Revised: 10-23-95
Reviewed: 01-11-99
Reviewed: 03-24-03
12-08-08
Revised: 09-08-14
Strategic Planning Process

Guided by the District’s vision Mission Statement and Belief Statements, strategic planning is a process that integrates input from the Board, staff, and community. The process involves the establishment of long-range directional focus areas for the District’s education program from which school improvement priorities will be identified.

The cycle begins with an assessment of District needs that involves broad-based input. The Board and administration will then identify major District needs to establish system indicators: Short-range and long-range goals are established by the Board which will serve as a guide toward improvement.

In conjunction with the in-depth needs assessment of the District and according to Iowa Code, the Board will authorize the appointment of the School Improvement Advisory Committee, representing administrators, employees, parents, students and community members, to make recommendations and assist the Board in determining the priorities of the District.

District Goals:

- Develop a diverse work force that utilizes exemplary professional practices.
- Enhance student social, emotional, and behavioral development.
- Improve performance in all curricular areas.
- Increase family and community support for student learning and citizenship development.
- Operate with fiscal integrity, efficiency, and effectiveness.

School Improvement Priorities

School Improvement Plans are developed annually by the Building leadership team (BLT) at each school to reflect the implementation of the District Strategic Plan goals. Each building staff will utilize the District Strategic Plan along with Mission, Vision and Core Values, community input responses, staff feedback perceptions, and information collected from parents and students in addition to other student specific data to guide the development of their improvement plans. The plans will include specific actions in pursuit of school improvement District Goals.

The District Strategic Plan and School Improvement Plans building actions to achieve the goals are will be accessible to the Board and the community. The outcomes of the implementation will be reflected in the next year’s plan as a part of our cycle of continuous improvement.

Teaching and learning are considered the focus for school improvement plans. To that end, school improvement plans should address these components: the Characteristics of Effective Instruction as identified in Iowa Core as well as a focus on improving school culture to impact student learning. The Characteristics of Effective Instruction are:

- Student Centered Classrooms
- Teaching for Understanding
- Assessment for Learning
- Rigorous and Relevant Curriculum
- Teaching for Learner Differences
- Safe, Supportive, and Collaborative environment
- Effective Teaching
- Guaranteed & Viable Curriculum

281 I.A.C. 12.8(1)(b).
Iowa Department of Education website
Instruction at Post-Secondary Educational Institution

Students in grades nine through twelve may receive academic or career and technical education credits that count toward the graduation requirements set out by the Board for courses successfully completed in post-secondary educational institutions. Students and parents or guardians shall be made aware of the post-secondary instructional opportunities as part of the development of each student’s individual career and academic plan as required by law. The Superintendent/designee is responsible for developing the appropriate forms and procedures for implementing this regulation and the following post-secondary educational opportunities.

Concurrent Enrollment
The Board may, in its discretion, enter into a contractual agreement with a community college to provide courses for eligible students in grades nine through twelve when comparable courses are not offered by the District. Notice of the availability of the concurrent enrollment program shall be included in the District's registration handbook and the handbook shall identify which courses, if successfully completed, generate post-secondary credit. Students shall not be charged tuition for concurrent enrollment courses and shall not be required to reimburse the District for tuition if they do not successfully complete a course. Students or their parents or guardians may be required to provide their own transportation to and from concurrent enrollment courses to the extent permitted by law. However, transportation shall be the responsibility of the District for any contracted course that is used to meet District accreditation requirements.

Students who successfully complete a concurrent enrollment course, as determined by the postsecondary institution, shall receive postsecondary credit in accordance with the institution's policies and high school credit that will be reflected on their high school transcript. The Superintendent/designee shall grant to a student who successfully completes a concurrent enrollment course a unit of high school graduation credit for every unit of high school level instruction successfully completed.

Post-Secondary Enrollment Option
Students in grades nine and ten who the District has identified as talented and gifted students and eligible students in grades eleven and twelve may utilize the Post-Secondary Enrollment Option program. Students are eligible to take post-secondary educational courses if they meet all of the requirements outlined in this policy and as required by the post-secondary educational institution and if the student has obtained the approval of the Superintendent/designee. Eligible students wishing to participate in the post-secondary educational courses shall apply to the eligible post-secondary educational institution.

To qualify, a course must be a nonsectarian, credit-bearing course that leads to a degree. A course is not eligible for the Post-Secondary Enrollment Option program if a comparable course is offered by the District. In addition, courses at a community college with which the District has a concurrent enrollment agreement are not eligible for the Post-Secondary Enrollment Option program. Students shall not be charged for tuition, textbooks, materials or fees related to a Post-Secondary Enrollment Option course with the exception of equipment that becomes the property of the student.

The District shall reimburse the post-secondary institution for tuition and other expenses for each Post-Secondary Enrollment Option course up to $250. Students who successfully complete a Post-Secondary Enrollment Option course, as determined by the post-secondary institution, shall receive post-secondary credit and high school credit. The Superintendent/designee shall grant to a student who successfully completes a Post-Secondary Enrollment Option course a unit of high school graduation credit for every unit of high school level instruction successfully completed. Students may not enroll on a full-time basis to any post-secondary institution through the Post-Secondary Enrollment Option program.

Transportation to and from the post-secondary institution is the responsibility of the student or parent or legal guardian of the student enrolled in a Post-Secondary Enrollment Option course. Eligible students may take up to seven hours of post-secondary credit during the summer months and receive high school credit upon successful completion of a post-secondary course. However, the student or student’s parent or legal guardian is responsible for all costs associated with courses taken during the summer.
Students who fail a Post-Secondary Enrollment Options course and fail to receive credit are required to reimburse the District for all costs directly related to the course up to the $250 reimbursement maximum. Prior to registering, students under the age of eighteen are required to have a parent or guardian sign a form indicating that the parent is responsible for the costs of the course should the student fail the course and fail to receive credit. Reimbursement waivers may be granted by the Board if sufficient verification is provided to show that the student was unable to complete the course for reasons outside the student’s control, including but not limited to, physical incapacity, a death in the student’s immediate family or a move out of the District.

If a student is unable to demonstrate proficiency or the District or accredited nonpublic school determines that the course unit completed by the student does not meet the District’s standards, the Superintendent/designee shall provide in writing to the student’s parent or guardian the reason for the denial of credit.
CONTROVERSIAL ISSUES

A "controversial issue" is a topic of significant academic inquiry about which substantial groups of citizens of this community, this state or this nation hold sincere, conflicting points of view. The right of people to study and freely discuss controversial issues is basic to the perpetuation of our American form of democracy. It is important to have a citizenry that exercises its rights, keeps well informed, searches actively for divergent points of view, evaluates courses of action in the light of available evidence and basic democratic values, and then acts responsibly on the basis of decisions made.

To the extent that students have the necessary intellectual and emotional maturity, the teacher has a professional responsibility to encourage students to explore differing points of view, discuss controversial issues freely, and evaluate the consequences of personal decisions regarding such issues in the context of acceptable legal, ethical, and moral constraints.

Legal Reference:  Code of Iowa 282 Chapter 25.3(6)
Guidelines for Staff Regarding Controversial Issues

A "controversial issue" is a topic of significant academic inquiry about which substantial groups of citizens of this community, this state or this nation hold sincere, conflicting points of view.

It is the belief of the Board that controversial issues should be fairly presented in a spirit of honest academic freedom so that students may recognize the validity of other points of view but can also learn to formulate their own opinions based upon dispassionate, objective, unbiased study and discussion of the facts related to the controversy.

It is the responsibility of the teacher to present full and fair opportunity and means for students to study, consider and discuss all sides of controversial issues including, but not limited to, political philosophies.

It is the responsibility of the teacher to protect the right of the student to study pertinent controversial issues within the limits of good taste and to allow the student to express personal opinions without jeopardizing the student's relationship with the teacher.

It is the responsibility of the teacher to refrain from advocating partisan causes, sectarian religious views, or selfish propaganda of any kind through any classroom or school device. Teachers may express a personal opinion as long as students are clearly informed that this is the teacher’s opinion and not necessarily based on fact, and students are encouraged to reach their own decisions independently.

The Board encourages full discussion of controversial issues in a spirit of academic freedom that shows students that they have the right to disagree with the opinions of others but that they also have the responsibility to base the disagreement on facts and to respect the right of others to hold conflicting opinions.

Legal Reference: Code of Iowa 282 Chapter 25.3(6)
**Tax Sheltered Annuities**

All District employees shall be eligible to elect to participate in a tax deferred compensation program under Section 403b of the Internal Revenue Code. The Board authorizes the administration to make a payroll deduction for licensed and classified employees’ tax-sheltered annuity premiums purchased from a company or program chosen by the Board and collective bargaining units participating with the Retirement Investors Club with the State of Iowa administered by the Iowa Department of Administrative Services.

Employees wishing to have payroll deductions for tax sheltered annuities will make a written request to the District Payroll Department on the forms provided by the Retirement Investors Club.

All requirements in a contract between employees in a collective bargaining unit and the Board regarding the tax sheltered annuities of such employees will be followed the District and the State of Iowa Department of Administrative Services for participation in the Retirement Investors Club will be followed.

Legal Reference: Iowa Code Section 20.9; 294.16 (2013).
**Employee Identification Badge/Keycard/Keys**

The District recognizes the importance of a safe and secure learning environment for students and staff. All District employees will be provided with and are required to wear a District-issued photo identification (ID) badge/keycard upon their person in a safe and highly visible location. In some instances, District employees may also be issued keys. All employees are responsible for maintaining building security and assume responsibility for the safekeeping of the key/cards and their use. Loan, transfer, and/or duplication of keys/cards is not permitted. Employee ID badges are the property of the District and must be returned to the employee’s direct supervisor upon resignation, termination or retirement.

**Identification Badge/Keycards**

The Human Resources Department will issue or replace employee ID badges. Employees requesting replacement or modification of an existing ID badge must contact the Human Resources Department. Badge re-issuance may be free of charge for name and title changes providing the employee presents the existing badge to Human Resources upon request. Replacement of damaged, lost and stolen ID badges will be at the employee’s expense.

**Keys/Locks**

All keys are the property of the District and will be issued and maintained by the Buildings & Grounds Department. No person shall knowingly possess an unauthorized key or access card for the Cedar Rapids Community School District. In the event a key is lost or stolen, the employee will notify their direct supervisor/designee who will notify the Buildings and Grounds Department. Replacement of damaged, lost, and stolen keys, including the cost of installation, changing, or removal of locks may be at the employee’s expense.

The installation, changing, or removal of locks shall be performed only by the Buildings & Grounds Department. Unauthorized installation of locks is prohibited on District property.
Compulsory Education Reporting Requirements

The District shall monitor compliance with the reporting, immunization, attendance, qualifications, and assessment requirements and procedures of the compulsory education law and administrative rules. Noncompliance shall be reported to the county attorney for the county of residence of the child’s parent, guardian, or legal custodian.

Reports from Accredited Nonpublic Schools
Within ten days from the receipt of notice from the secretary of the school district within which an accredited nonpublic school is conducted, the principal of each accredited nonpublic school within the District shall, once during each school year, and at any time when requested in individual cases, furnish to the secretary of the public school district, within which the accredited nonpublic school is located, a report of the names and ages of each pupil of the accredited nonpublic school who is of compulsory attendance age and the grade level of each pupil, during the preceding year and from the time of the last preceding report to the time at which a report is required. In addition, the report shall identify all students of compulsory attendance age who were truant as defined by law or school policy and the number of days of truancy for the period covered by the report, and children who dropped out, withdrew from enrollment, or transferred to another Iowa school and the date their attendance ceased at the accredited nonpublic school. The secretary shall retain one of the reports and file the other with the secretary of the area education agency.

Code of Iowa Chapter 299.3

Reports as to Private Instruction
The parent, guardian, or legal custodian of a child who is of compulsory attendance age, who places the child under competent private instruction, not in an accredited school or home school assistance program, shall provide a report to the District by September 15 or 14 calendar days after removal from an accredited school or moving into the District. The report shall state the name and age of the child, and the period of time the child will be under competent private instruction (at least 148 days during a school year), an outline of the course of study, texts used, and the name and address of the instructor (parent, guardian, legal custodian or a licensed Iowa practitioner with the appropriate endorsement.) Evidence that the child has had the immunizations required under Iowa Code Section 139.9 must also be provided at the time the child is first placed under competent private instruction and if the child is of elementary school age, a blood lead test in accordance with Iowa Code Section 135.105D. The District shall refer a child who may be in need of special education to the area education agency division of special education.

Code of Iowa: Chapter 299.4 and 299A

Approved: 01-17-83
Revised: 10-07-86
Reviewed: 01-22-90
Revised: 01-22-90
10-11-93
Reviewed: 07-15-96
Revised: 06-14-99
03-24-08
12-08-14
Dual Enrollment

The parent, guardian, or legal custodian of a student receiving competent private instruction may also enroll the student in the District in accordance with state law and policy. The student shall be considered under dual enrollment. The parent, guardian or legal custodian requesting dual enrollment for the student should notify the Superintendent/designee no later than September 15 of the school year in which dual enrollment is sought on forms provided by the District. On the form, the parent, guardian or legal custodian will indicate the extracurricular and academic activities in which the student is interested in participating. The forms are available at the Educational Leadership & Support Center – Office of Teaching and Learning.

Consistent with legal requirements, a dual enrollment student is eligible to participate in the District's extracurricular and academic activities in the same manner as other students enrolled in the District. The policies and administrative rules of the District will apply to the dual enrollment students in the same manner as the other students enrolled the District. These policies and administrative rules will include, but not be limited to, athletic eligibility requirements, the good conduct rule, academic eligibility requirements, and payment of applicable fees required for participation.

A dual enrollment student whose parent, guardian or legal custodian has chosen standardized testing as the form of the student’s annual assessment will not be responsible for the cost of the test or the administration of the test.

After the student notifies the District which activities in which they wish to participate, the District will provide information regarding the specific programs.

The applicable legal requirements for dual enrollment including, but not limited to those related to reporting and eligibility, shall be followed.
Private Instruction

The District recognizes that families with students of compulsory attendance age may select alternative forms of education outside the traditional school setting, including private instruction. The applicable legal requirements for private instruction, including, but not limited to those relating to reporting and evaluations for progress, shall be followed.

Except as otherwise exempted, in the event a child of compulsory attendance age as defined by law does not attend public school or an accredited nonpublic school, the child must receive private instruction. Private instruction means instruction using a plan and a course of study in a setting other than a public or organized accredited nonpublic school.

Private instruction can take the form of competent private instruction and independent private instruction. The Iowa Department of Education recognizes three options for delivery of this form of instruction: two options for delivery of competent private instruction and one option for independent private instruction.

Competent private instruction means private instruction provided on a daily basis for at least one hundred forty-eight days during a school year, to be met by attendance for at least thirty-seven days each school quarter, which results in the student making adequate progress. Competent private instruction is provided by or under the supervision of a licensed practitioner or by other individuals identified in law.

Independent private instruction means instruction that meets the following criteria: (i) is not accredited; (ii) enrolls not more than four unrelated students; (iii) does not charge tuition, fees or other remuneration for instruction; (iv) provides private or religious-based instruction as its primary purpose; (v) provides enrolled students with instruction in mathematics, reading and language arts, science, and social studies; (vi) provides, upon written request from the Superintendent of the school district in which the independent private instruction is provided or from the Director of the Department of Education, a report identifying the primary instructor, location, name of the authority responsible for the independent private instruction, and the names of the students enrolled; (vii) is not a nonpublic school and does not provide competent private instruction as defined herein; and (viii) is exempt from all state statutes and administrative rules applicable to a school, a school board or a school district, except as otherwise provided by law.
STUDENT RIGHTS AND RESPONSIBILITIES

The Board of Directors, District administration, and staff will establish reasonable rules and procedures to assure and maintain a safe and orderly environment for all students. Rules and procedures will align with the mission and goals of the District and the protection of the health, safety, and welfare of students, taking into consideration student rights. Schools will establish procedures to inform students and parents/guardians regarding rules and expectations.

Students are responsible for knowing school rules and following them. If a student is unable or unwilling to comply with the rules and expectations, staff members should intervene to protect the rights of other students and to maintain a safe and orderly environment.
Student Expression and Appearance

Expression
Students will be allowed to express their viewpoints and opinions as long as the expression is responsible. The expression will not, in the judgment of the administration, encourage the breaking of laws, defame others, be obscene or indecent, or cause a material and substantial disruption to the educational program, or encourage students to violate school/District policies, regulations and procedures.

The administration, when making this judgment, will consider whether the activity in which the expression was made is school-sponsored and whether review or prohibition of the students' speech furthers an educational purpose. Further, the expression must be done in a reasonable time, place, and manner that is not disruptive to the orderly and efficient operation of the District. Students will be permitted to distribute materials in designated areas before and after school and during the lunch period, as long as it does not create a disturbance, disrupt normal operations, or produce excess littering, and the material content does not violate reasonable standards of decency or advocate the violation of laws. Assembly of students will be allowed unless they are designed or may be reasonably expected to disrupt classes, interfere with school activities, or intrude upon the lives and rights of others. Materials concerning non-school events or activities shall be posted or distributed only with prior approval of the building principal/designee.

Appearance
The District believes inappropriate student appearance causes material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees and visitors. Students are expected to adhere to standards of cleanliness and dress that are compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting. The District expects students to be clean and well-groomed and wear clothes in good repair and appropriate for the time, place, and occasion. Clothing or other apparel promoting products illegal for use by minors and clothing displaying obscene material content inappropriate for school-aged children, profanity, weapons, or reference to prohibited conduct are not allowed. While the primary responsibility for appearance lies with students and their parents/guardians, appearance disruptive to the education program will not be tolerated. When, in the judgment of a principal, a student’s appearance or choice of clothing disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications or be subject to disciplinary action. The wearing of gang-related attire or insignia by students is prohibited.

Legal Reference: U.S. Const. amend. I.
Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).
Iowa Code §§ 279.8, 280.22

Cross Reference: Regulation 604.1 “Maintenance of Orderly Conduct”
Regulation 604.2 “Bullying and Harassment of Students”
Age of Majority

Upon reaching the age of majority, students may choose to be personally accountable for their attendance and conduct in school. However, all students, including those 18 years of age or older, will adhere to school rules and regulations.
**Interviews of Students by Outside Agencies**

Generally, students may not be interviewed during the school day by persons other than parents, District officials (including contracted service providers), and employees.

Requests to interview students, including law enforcement requests, are made through the principal/designee. It is the responsibility of the principal/designee to determine whether the request will be granted. Generally, prior to granting a request, the principal/designee will attempt to contact the parents to inform them of the request and to ask them to be present.

If a **DHS Child Protection Worker** child abuse investigator requests wishes to interview a student as part of an investigation, the principal/designee will defer to the investigator’s judgment as to whether the student should be interviewed independently from the student’s parents, whether the school is the most appropriate setting for the interview, and who will be present during the interview.

Students will not be taken from school without the consent of the principal/designee and/or without proper warrant.

**Legal Reference:**
- 281 Iowa Administrative Code 102
- 441 Iowa Administrative Code 9.2; 155; 175

**Cross Reference:**
- Regulation 605.2
- Procedure 605.2a
Care, Maintenance and Disposal of District Records

Support Center, schools, and departments. It will be the responsibility of the Superintendent/designee, Board Secretary, and each division or building administrator to oversee the maintenance and accuracy of these Records. The following Records, including those in electronic format, will be safeguarded and accessible according to the schedule below:

**Board of Directors Records**
- Secretary’s Financial Records ................................................................. Permanently
- Treasurer’s Financial Records ................................................................. Permanently
- School Election Results ............................................................................ Permanently
- Minutes of Board of Directors Open Meetings ......................................... Permanently
- Recordings and Minutes of Board of Directors Closed Session Meetings ......................................... 1 year

**District Financial Records**
- Annual Audit Reports (CAFR) ................................................................. Permanently
- Annual Budget ......................................................................................... Permanently
- Records of Payments of judgment against the District .............................. 20 years
- Bonds and Bond Coupons .................................................................... 11 years
- Written Contracts between the District and outside groups .................... 10 years
- Federal Project/Program Files ......................................................... 5 years after completion of activity for which funds used
- Canceled warrants, check stubs, bank statements, bills, invoices and supporting Records ....................... 5 years
- School Meal Programs Accounts/Records ......................................... 3 years after submission of the final claim
- Program Grants ......................................................................................... As determined by the grant

**District Real Estate Records**
- Real Property Records (e.g., deeds, abstracts) ........................................ Permanently

**Student Records**
- Permanent Record of individual students .............................................. Permanently

**Employee Records**
- Employee Tax Records .......................................................................... 5 years
- Employee I-9 Records ............................................................................ Later of 3 years after hire or 1 year after termination
- Employee Payroll and Salary Records .................................................. 3 years after payment
- Employee Records, except payroll and salary Records .......................... 2 years after termination of employment
- Employment Applicant Records ......................................................... 1 year after position is filled

*In the event that any federal or state agency requires a Record be retained for a period of time longer than that listed above for audit purposes or otherwise, the Record shall be retained beyond the listed period as long as is required for the resolution of the issue by the federal or state agency.

The official Personnel Records shall be housed in the Human Resources Office at the Educational Leadership and Support Center. These Records will be maintained by the Superintendent/designee and the Board Secretary. These Records will contain necessary employee personnel information.

The permanent Records of students currently enrolled in the District are housed in the administrative office of the attendance center where the student attends. The building administrator is responsible for keeping these Records current. Permanent Records of students who have graduated or are no longer enrolled in the District are housed in the Educational Leadership and Support Center and will be retained permanently. These Records will be maintained by the Superintendent/designee - Office of Learning and Leadership – consistent with the requirements under the law. Records related to special education services provided to students shall be maintained in accordance with law.
The Superintendent/designee and Board Secretary may convert District Records to an electronic format and may destroy paper copies of the Records once converted. A properly authenticated electronic reproduction of a paper Record meets the same legal requirements as the original Record.

Legal Reference:
Iowa Code §§ 21.3, 21.5, 22.3, 22.7; 91A.6; 279.8, 291.6; 554D.114; 554D.119; 614.1.
281 I.A.C. 12.3(1), 12.3(4); 41.624.
7 C.F.R. § 210.23(c); 29 C.F.R. §§ 1603.14, 1603.16, 1603.31.
City of Sioux City v. Greater Sioux City Press Club, 421 N.W.2d 895 (Iowa 1988).
Visitors to District

The District welcomes the interest of parents and other community members. Visitors will conduct themselves with respect and consideration for the rights of others while visiting District facilities and/or attending District/school events. Carrying handguns or possession of weapons, including look-alikes and other dangerous objects, is prohibited on District property.

The District prohibits the distribution, dispensing, manufacture, possession, use, or being under the influence of beer, wine, alcohol, tobacco, nicotine, and/or illegal or medically unauthorized substances, or "look alike" substances that appear to be tobacco, nicotine, beer, wine, alcohol and/or illegal or medically unauthorized substances by visitors while on District property or on property within the jurisdiction of the District; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities. Iowa law prohibits smoking, use of nicotine, and possession/use of alcohol and non-prescription controlled substances on school grounds, including school vehicles.

Visitors failing to conduct themselves accordingly may be asked to leave or escorted off the premises removed from school district premises by the school official, employee or individual in charge. Law enforcement may be contacted for assistance. The superintendent may exclude an individual who violates this regulation from being present on school district premises in the future and/or attending future school district sponsored or approved activities.

It is the responsibility of District staff to report and take the action necessary to cease inappropriate conduct.

A parent or responsible adult must accompany children who visit a District school or office.

School Visitors
Visitors, which include persons other than employees or students, must report to the school office, sign in, and obtain and wear a District-issued ID badge or nametag. Persons who wish to visit while school is in session must have a valid reason and obtain prior approval from the principal/designee to minimize disruption to the learning environment. Visitors are encouraged to make appointments as District employees’ responsibilities may preclude unscheduled meetings.

Educational Leadership and Support Center (ELSC) Visitors
Visitors, which include persons other than employees, should check in at the main reception desk and be escorted to the appropriate office/department. Visitors are encouraged to make appointments as District employees’ responsibilities may preclude unscheduled meetings.

Legal Reference: Code of Iowa: 123.46(2), 279.8 and 716.7
Policy 608
Policy 803

Approved: 02-11-80
Reviewed: 06-12-89
11-09-92
06-08-97
Revised: 09-27-99
04-25-05
04-11-11
11-10-14
CHARITABLE PAYROLL DEDUCTION CAMPAIGN

The objectives of the Charitable Payroll Deduction Campaign of the Cedar Rapids Community School District are to:

- Minimize the administrative burden on the school district and to minimize or eliminate costs to the taxpayers that such a campaign may entail;
- Create little or no controversy in the workplace;
- Create little or no disruption of the workplace;
- Avoid the reality and appearance of the use of school district resources in aid of fund raising for groups substantially engaged in political activity or advocacy of public policy, or lobbying; and
- Create a non-public forum through which charitable donations may be made.

To meet these objectives, eligibility for participation in the Charitable Payroll Deduction Campaign shall be limited to:

- The Cedar Rapids Community School District Foundation, and
- Voluntary, charitable federations who conduct consolidated fund raising efforts on behalf of member organizations which qualify for tax exempt status described in Section 501(a) and Section 501(c) (3) of the Internal Revenue Code.

The Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent shall review the applications of federations seeking to participate in the Charitable Payroll Deduction Campaign and shall approve up to two (2) qualifying federations meeting the objectives and criteria set forth in this policy. These two (2) entities will be in addition to the Cedar Rapids Community School District Foundation.

Approved: 03-12-07
Reviewed: 12-08-14
Guidelines for Charitable Payroll Deduction Campaign

Introduction
The purpose of the Charitable Payroll Deduction Campaign is to maintain a nonpublic forum through which employees may make charitable donations in the form of payroll deductions that imposes minimal administrative and financial burdens on the school district and that avoids controversy and disruption in the workplace. It is also the purpose of the policy and the regulation to avoid the reality and appearance that school district resources are being used to aid fund raising for groups that are substantially involved in political activity or advocacy of public policy, or lobbying.

Cedar Rapids Community School District Foundation
The Cedar Rapids Community School District Foundation shall be eligible for participation in the Charitable Payroll Deduction Campaign and shall not be subject to the guidelines for Voluntary Charitable Federations.

Voluntary Charitable Federation
Voluntary charitable federations are umbrella agencies, comprised of ten (10) or more charitable member organizations, whose primary mission is to conduct a consolidated effort to secure donations and funds for distribution to its member organizations, all of which must qualify for tax exempt status described in Section 501(a) and Section 501(c)(3) of the Internal Revenue Code.

Maximum Federation Participation
To minimize the administrative burden on the school district and to avoid undue workplace confusion, participation in the Charitable Payroll Deduction Campaign is limited to a maximum of two (2) participating federations. Once a federation has been approved as a qualifying participant, that federation may continue its participation until such time as it is terminated in accordance with these administrative regulations. Qualified federations will be approved for participation on a first come, first served basis.

Solicitation
The solicitation period shall fall within the period of September 1 through December 30. The length of the campaign is intended to be no more than eight weeks, although the solicitation period may be extended upon approval of the Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent.

Federation Participation
A. Charitable Campaign Eligibility Requirements
Any voluntary charitable federation may be considered for participation in the Charitable Payroll Deduction Campaign if it meets all of the following requirements:

1. Be a non-profit, tax exempt organization described in Section 501(a) and Section 501(c)(3) of the Internal Revenue Code;

2. Require that all of its member organizations be a non-profit tax exempt organization described in Section 501(a) and Section 501(c)(3) of the Internal Revenue Code.

3. Shall not have a primary mission of seeking to influence the outcome of elections or the determination of public policy through political activity or advocacy, lobbying or litigation.

4. Make available to the general public and school district an annual financial report which is prepared by an independent certified public accountant;

5. Provide an annual report to the general public detailing the activities of the federation;

6. Operate in accordance with district policies regarding non-discrimination in both employment and distribution of funds;
7. Submit written designation forms indicating that one hundred school district employees request participation of the federation in the Charitable Payroll Deduction Campaign. However, any federation approved prior to the adoption of this revised Administrative Regulation shall not be required to comply with this requirement as long as all other requirements are met for that federation;

8. Maintain a minimum participation of fifty school district employees that have actually contributed to the federation through the Charitable Payroll Deduction Campaign;

9. File complete applications with all of the required information and documentation by the 15th day of July preceding the solicitation period which shall be between September 1 through December 30 as determined by the Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent;

B. Applying for Participation

Any voluntary charitable federation eligible to participate in the school district's Charitable Payroll Deduction Campaign must contact the Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent to obtain an application for participation. The applying federation must provide the following information:

1. Verification that the federation and all of its member organizations qualify for tax exempt status described in Section 501(a) and Section 501(c)(3) of the Internal Revenue Code;

2. A statement regarding the extent to which the federation and its member organizations spend their resources attempting to influence the outcome of elections or the determination of public policy through political activity or advocacy, lobbying, or litigation;

3. A description of the purposes, goals and functions of the federation and its member organizations including a description of the programs or services supported by those member organizations;

4. A statement of the percentage of donations that go to administrative and overhead costs.

5. It's most recent annual financial report prepared by a certified public accountant.

6. A statement of its policy as to non-discrimination.

Based on the information provided, the Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent shall make a determination in a timely manner whether the applying federation meets the objectives and criteria set forth in the Charitable Payroll Deduction Campaign.

C. Termination of Federation Participation

Once approved for participation, any federation may be subsequently disqualified from participation in the annual campaign by the Superintendent, the Executive Director of Human Resources, or by another designee of the Superintendent for any of the following reasons:

1. Failure to maintain a minimum participation of fifty school district employees:

2. Failure to comply with the other terms and conditions of these policies and eligibility requirements; or

3. Filing an application to participation in a campaign which contains false or misleading information.
Should the Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent disqualify any federation, the Superintendent/designee shall promptly send notice thereof to the disqualified federation stating the reason for disqualification.

D. Request for Reconsideration

A federation which has been denied admission or whose participation in the campaign has been terminated will be allowed ten (10) calendar days following the date of the mailing of the notice of denial or termination to file a written request for reconsideration with the Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent. The Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent shall notify such federation of the final decision within ten (10) calendar days following the receipt of the request. The Superintendent/designee's decision shall be considered final.

E. Work Site Solicitation

No federation shall solicit support or contributions from district employees at any district work site unless given prior expressed written permission from the Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent. Work site solicitations for support or contributions should be limited to appropriate flyers through employee mailboxes unless other methods are approved by the Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent.

Employee Participation

A. Pledge Authorization Forms

The Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent will distribute or arrange for distribution of annual pledge authorization forms to all employees. Annual authorization forms will be required from all participating employees. Each such participating employee's authorization form shall be delivered to the payroll department to substantiate payroll deduction. However, the District is not liable for any failure to withhold.

B. Termination of Payroll Deduction

Any employee wishing to terminate his or her payroll deductions shall be required to give thirty (30) days prior notice in writing to the Manager of Payroll. Upon receipt of such notice, the district shall terminate further payroll deductions from such employee's compensation without prior notice to or the consent of any affected federation. The school district shall have no responsibility to enforce, or liability for failing to enforce, the pledge of any participating employee to a federation. The District will have no further responsibility for departing employees.

Employee Solicitations

Employee solicitations are to be conducted using only methods that encourage voluntary giving. Activities that do not allow free choice or the appearance of voluntary participation and free choice are prohibited. This should not restrict the need for an effective, well organized education program among employees. All employees will be given the necessary information to make an informed decision. Individual employee contribution records are confidential records.

Contributions to Disqualified Agencies or Federations

Any federation disqualified from further participation in the campaign shall have any further payment of contributions to it terminated by the district.
APPLICATION FOR PARTICIPATION IN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
CHARITABLE PAYROLL DEDUCTION CAMPAIGN

FEDERATION NAME:  ____________________________________________________________

ADDRESS:  _____________________________________________________________________

PHONE NUMBER:  (        ) _______________________________________________________________________

NAME(S) OF CONTACT PERSON(S):  ____________________________________________________________

Provide answers and information as requested in the space provided. If additional space is needed, attach the
necessary pages to this Application with reference to the specific question being addressed on each additional sheet.
Attach supplemental documentation as requested. Answers, requested information, and requested documentation
must be given for each individual member organization. Incomplete Applications will be rejected without further
consideration.

1. Does the federation qualify for tax exempt status described in Section 501(a) and Section 501(c)(3) of the
   Internal Revenue Code of 1986? If yes, please attach documentation verifying status.

2. Do the member organizations qualify for tax exempt status described in Section 501(a) and Section
   501(c)(3) of the Internal Revenue Code of 1986? If yes, please attach documentation verifying status.

3. Does the federation provide to the general public an annual report which is prepared by an independent
certified public accountant?

4. Give the percentage of donations that go to the federation's administrative and overhead costs.
   Documentation, such as an annual report, shall be included in support of this statement.

5. Describe in detail the purposes, goals, and functions of the federation and member organizations. This
detailed statement should include a description of the services, if any, provided by the agency and its
member organizations.

6. Does the agency spend any of its resources attempting to influence the outcome of elections or the
determination of public policy through political activity or advocacy, lobbying, or litigation?
   If yes, describe in detail the nature and purpose of such activity and state the percentage of the agency’s
resources that go towards such activity.

7. Attach documentation or written designation forms for those District employees who are
requesting/supporting the federation’s participation.

Approved: 03-12-07
Reviewed: 11-10-14
CONSENT AGENDA

BA-20-110 Agreement - Cedar Rapids Community School District and XQ (Trace Pickering)
Exhibit: BA-20-110.1-40

Action Item

Pertinent Fact(s):

The on-going Agreement is with XQ for year 3 of Iowa BIG's $1 million-dollar grant award. The terms of responsibilities and commitments for both Iowa BIG and XQ's are outlined and provides allowance for BIG to access requested funds.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and XQ.
AMENDED AND RESTATED XQ GRANT AGREEMENT
by and between
XQ Institute, Cedar Rapids Community Schools Foundation and the Cedar Rapids Community School District,
July 1, 2019

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This Amended and Restated XQ Grant Agreement (the “Agreement”) is entered into as of July 1, 2019 (the “Effective Date”) by and between XQ Institute (“XQ”), Cedar Rapids Community Schools Foundation (“Sponsor Entity”) and the Cedar Rapids Community School District (“School Entity”). This Agreement amends and restates in its entirety that certain XQ Grant Agreement, dated as of May 15, 2017, by and between XQ and Sponsor Entity (the “First Agreement”) and that certain XQ Grant Agreement, dated as of March 30, 2018, by and between XQ and Sponsor Entity and amended by that certain XQ Grant Agreement Amendment, dated as of July 26, 2018 (the “Second Agreement” and together with the First Agreement, the “Original Agreements”). In consideration of the mutual obligations exchanged herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Background**

   a. XQ was founded to reimagine and redesign high school and provide funding for innovative public high schools with academically rigorous, imaginative curriculum and instructional programs. The Iowa BIG team, comprised of individual team members (individually, “Team Member” and collectively, the “Team”), submitted a school design application (the “Application”) describing the mission of designing, building, and operating a public high school with the intent to create a Super School (the “Application Mission”), such Application hereby being incorporated herein by reference. Based on the strength of the Team’s Application, the Team was selected to receive a conditional grant (the “Original Grant”) of up to $1,000,000 over five (5) years, subject to certain requirements, including selecting a qualifying and approved Sponsor Entity to receive and administer the grant to the School Entity.

   b. On June 21, 2018, XQ approved an additional conditional grant of up to $88,800. These funds will be disbursed concurrently with the Original Grant.

   c. The Team has identified the Program (as defined below) as the entity which shall be the object of the grant funds received in order to fulfill the Application Mission by transforming the school in which the Program is housed into the Super School contemplated in the Application.

   d. XQ is a California nonprofit public benefit corporation organized and operated for charitable and educational purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “IRC”), exempt under IRC Section 501(c)(3) and classified as a private foundation under IRC Section 509(a).

   e. Sponsor Entity is a Iowa nonprofit, exempt under IRC Section 501(c)(3) and classified as a public charity under IRC Section 509(a)(1) and 170(b)(1)(A)(vi) with a fiscal year end of June 30th. The Team has identified Sponsor Entity as the organization to which XQ shall disburse the grant funds.

   f. School Entity contains a high school program called Iowa BIG (the “Program”) operated through 28 agreements by the Cedar Rapids, Linn Mar, Alburnett, and College Community School Districts which are all public schools in the Greater...
Metro area within the state of Iowa (the “Districts”), and are therefore exempt under IRC Section 170(b)(1)(A)(v). School Entity has a fiscal year end of June 30th.

g. The Sponsor Entity desires to act as the fiscal sponsor of the Program, through the School Entity, which Sponsor Entity’s Board of Directors has determined will further Sponsor Entity’s charitable and educational goals.

2. Grant of Funds

a. Disbursement. Subject to the terms of this Agreement, and in accordance with Section 1(e) hereof, XQ shall grant a total of up to $1,088,800 (the “Grant”) to Sponsor Entity to be used to support the purposes of the Application Mission. XQ shall pay the Grant to Sponsor Entity in accordance with a semi-annual disbursement schedule, unless otherwise agreed in writing between the parties. The Grant shall be disbursed only to a “Sponsor Entity Bank Account”. A Sponsor Entity Bank Account means a bank account that is (a) FDIC insured, (b) held in the name of or controlled by Sponsor Entity, (c) identified to XQ in writing and (d) approved in writing by XQ (which approval shall not be unreasonably withheld). Disbursement of any part of the Grant is contingent upon Sponsor Entity and School Entity’s compliance with the terms of this Agreement, which includes without limitation, compliance with the Commitments described in Section 4 (including without limitation the Approved Performance Milestones as set forth in Section 4(d)(i)), compliance with the Approved Budget Plan as set forth in Section 3(b) and Sponsor Entity’s maintenance of IRC Section 501(c)(3) and public charity status set forth in Section 6. The parties hereto acknowledge and agree that as of the Effective Date, XQ has funded $675,900 pursuant to the Original Agreements.

b. Delay or Cancellation of Disbursements. XQ may delay or cancel disbursement of any part of the Grant to Sponsor Entity upon the occurrence of any Breach (as defined in Section 14) of this Agreement (whether by Sponsor Entity, by School Entity or by the Program). Any such delay or cancellation of disbursement of any part of the Grant shall be independent of whether XQ decides to terminate this Agreement as a result of such Breach. XQ shall provide written notice to each of Sponsor Entity and School Entity specifying the reason for the delay or cancellation.

3. Use of Funds

a. Purpose. School Entity and the Program shall only use the Grant to (i) fulfill the Application Mission (in accordance with the parameters set forth in the Approved Budget Plan (defined in Section 3(b)), (ii) accomplish and meet the Approved Performance Milestones (defined in Section 4(d)(i)) in the time and manner provided therein, (iii) comply with all other Commitments set forth in Sections 4(d)-(g) of this Agreement and (iv) comply with all other terms of this Agreement (collectively, the “Purpose”). School Entity and the Program may use the Grant only as specified in this Section 3(a) and Section 3(b) below.
b. **Approved Budget Plan.** For each annual period during the Term in which Sponsor Entity, School Entity and/or the Program hold or use any part of the Grant, School Entity shall prepare an annual “Budget Plan” proposing uses of the Grant funds to further the Purpose during such annual period. School Entity shall submit the Budget Plan to Sponsor Entity for approval, and, once the Budget Plan is approved by Sponsor Entity, then School Entity shall submit the Budget Plan to XQ for approval. XQ will either approve the Budget Plan (once approved, the “Approved Budget Plan”) or request revisions to the Budget Plan within its discretion. An Approved Budget Plan for the first annual period covered by this Agreement is attached hereto as **Exhibit A.** Budget Plans for subsequent years shall be prepared by or on behalf of School Entity, submitted to and approved by the Sponsor Entity, and then submitted to XQ for approval at least sixty (60) days prior to the beginning of the annual period covered by the Budget Plan. Each Approved Budget Plan will be incorporated as an exhibit to this Agreement by a writing signed by School Entity, Sponsor Entity, and XQ.

c. **Deviations From Approved Budget Plan.** Any use of the Grant in deviation from the Approved Budget Plan must be approved by XQ in writing, provided, however, that spending for any budget line item may deviate from the limits set forth in the Approved Budget Plan by up to fifteen percent (15%) without XQ’s written approval subject to the overall budget remaining the same. Any such deviation from the Approved Budget Plan shall be noted in the compliance reports submitted to XQ in accordance with Section 4(f)(i). Each of Sponsor Entity and School Entity must notify XQ immediately upon becoming aware that any spending will deviate or has deviated by fifteen percent (15%) or above for any particular category. XQ may approve such deviation in writing or request remediation in its reasonable discretion. Each of Sponsor Entity and School Entity shall reasonably cooperate with XQ’s reasonable requests for information or corrective actions in connection with such approval. The requirements of this Section 3 are referenced with respect to termination under Section 14 of this Agreement.

d. **No Earmarking; Sponsor Entity Discretion and Control Over Selection of Subcontractor.** Sponsor Entity will select, retain and engage any subcontractor it deems necessary to carry out the Purpose. XQ has not earmarked Grant funds to any particular subcontractor, and there is no agreement, written or oral, by which XQ may cause Sponsor Entity to choose a particular subcontractor.

4. **Grant Principles and Commitments.**

   a. **Shared Principles.** The following principles (together, the “Shared Principles”) are shared between XQ, Sponsor Entity, and School Entity (including the Program), and it is the intent of XQ and School Entity that these principles will guide the parties as they work together to make the unique vision of the Application Mission a reality:

    i. Provide clarity and transparency about core priorities, responsibilities, and performance expectations.
ii. Focus on implementation of key components of the Application design with quality, coherence, and creativity.

iii. Identify and explore possible areas for customized support from XQ and other potential partners.

iv. Sustain and preserve the continuity of the vision of the Application Mission in the event of leadership transitions or other changes.

v. Drive continuous improvement in response to insights and data about what works - and what does not - in ways that always reflect and recognize the importance of doing what is best for students.

vi. Highlight areas of innovative school design and practice that can be shared with educators and other audiences around the country.

b. **XQ Learner Goals and Outcomes.** School Entity will uphold and adhere to the XQ Learner Goals and Outcomes set forth on Exhibit M (the “XQ Learner Goals and Outcomes”) and shall cause the Program to uphold and adhere to the XQ Learner Goals and Outcomes.

c. **Commitments.** The disbursement of each installment of Grant funds shall be contingent on compliance by Sponsor Entity and School Entity (including the Program), as applicable, with the requirements set forth in Section 4(d)-(g) below (each a “Commitment” and collectively, the “Commitments”). The Commitments, which shall be implemented in accordance with the Approved Budget Plan, are designed to uphold the Shared Principles and fulfill the Application Mission. The requirements of this Section 4 are referenced with respect to termination under Section 14 of this Agreement.

d. **Design Principles and Approved Performance Milestones Commitments.**

i. **Approved Performance Milestones.** For each annual period during the Term in which Sponsor Entity, School Entity and/or the Program hold or use any part of the Grant, School Entity shall prepare an annual set of “Performance Milestones” outlining the steps that Program will take and the goals Program will meet in furtherance of the Application Mission during such annual period. School Entity shall submit the Performance Milestones to Sponsor Entity for approval, and once the Performance Milestones are approved by Sponsor Entity, then School Entity shall submit the Performance Milestones to XQ for approval. XQ will either approve the Performance Milestones (once approved, the “Approved Performance Milestones”) or request revisions to the Performance Milestones within its discretion. A set of Approved Performance Milestones for the first annual period covered by this Agreement is attached hereto as Exhibit B. Sets of Performance Milestones for subsequent years shall be prepared by or on behalf of School Entity, submitted to and approved by the Sponsor Entity, and then submitted to XQ for approval at least sixty (60) days prior to the beginning of the annual period covered by the Performance Milestones. Each set of Approved Performance Milestones will be incorporated as an exhibit to this
Agreement by a writing signed by School Entity, Sponsor Entity, and XQ. Such Approved Performance Milestones may only be amended by a further writing signed by School Entity, Sponsor Entity, and XQ. School Entity shall cause the Program to accomplish, meet or maintain each milestone set forth in the Approved Performance Milestones in the time and manner provided therein. Upon XQ’s request, School Entity agrees to provide XQ with information regarding progress toward the completion of Approved Performance Milestones in a timely manner.

ii. **Design Principles.** School Entity will uphold and adhere to the XQ design principles set forth on **Exhibit C** (the “Design Principles”) and shall cause the Program to uphold and adhere to the Design Principles.

e. **Grant Program Participation Commitments.** School Entity, through itself, the Program or any subgrantee or School Entity-designee charged with fulfilling the Purpose (“School Representatives”) shall participate in good faith in XQ's grant support program and Annual Cycle, which include but are not limited to the following activities, and which may be modified by XQ in XQ’s sole discretion:

i. **Expert Consultations.** School Representatives agree to engage in regular consultations with XQ or XQ-approved experts, including but not limited to monthly coaching calls and two annual site visits from XQ.

ii. **Continuous Improvement.** School Representatives agree to continuous improvement and demonstrated progress based on an agreed upon observation and feedback tool, and communicated through regular consultations and meetings with XQ team members and other designated supporting organizations.

iii. **Knowledge Building.** School Representatives agree to working with XQ personnel and designated experts to develop, capture, refine, and share lessons from the Program’s implementation and progress. This may include, for example, providing XQ personnel or designated experts with timely access to the School Entity’s facility (including those of the Program) and opportunities to observe the School Entity’s students, teachers, and administrators (including those of the Program).

iv. **Student Performance Framework.** School Representatives agree to the timely collection and transfer of essential data associated with the set of cognitive and noncognitive measures and metrics reflecting holistic development of students (also known as the “Student Performance Framework”).

A. **Data Collection.** School Representatives will ensure the collection of signed parental release forms to allow designated experts to secure student data from district or state administrative systems to the extent permitted by applicable law, providing access to planning documents and
other internal resources that pertain to the implementation and on-going operation of the Program. XQ will not have access to student-level data.

B. **Nationally Normed Test.** School Representatives will participate in a nationally normed, annual testing method for all Program students, which shall be the SAT unless the ACT is otherwise required by applicable state law and provided that the nationally normed testing method shall be subject to approval by XQ.

v. **Participate in Annual Gathering.** School Representatives, including school leaders, will attend and participate in an annual grantee gathering, currently named Exchange. XQ shall fund travel for such participation separately from the Grant funds.

vi. **Community of Practice.** School Representatives will have reasonable attendance at periodic XQ-designated multi-stakeholder meetings and events, which may include without limitation other school site visits as reasonably requested.

vii. **XQ Movement Participation.** As part of XQ’s mission and movement to reimagine high school in America with meaningful and measurable solutions, XQ may, at its sole discretion, offer promotional events and opportunities in connection with the School Entity and/or the Program. School Representatives shall use best efforts to participate in such movement building and promotional opportunities as reasonably requested. In connection therewith, School Entity shall use best efforts to cause individuals associated with the School Entity and/or the Program to enter into standard film and release agreements with XQ, its licensees or designees and cooperate with XQ in collection of such film release agreements.

f. **Reports and Recordkeeping Commitments.**

i. **Annual Expenditure and Compliance Reports.** School Entity and Sponsor Entity shall coordinate to submit to XQ two written reports, approved by both Sponsor Entity and School Entity and signed by their respective representatives, using the XQ-provided template, for each annual accounting period of School Entity during which Sponsor Entity, School Entity or Program receive, hold, or use any of the Grant funds: the first report (the “Interim Report”) must be received by XQ by March 15 annually, and the second report (the “Annual Report”) must be received by XQ by August 15 annually. Each of the Interim Report and the Annual Report shall contain: (a) a narrative report on the progress made toward implementation of the Project, including with regard to the Design Plan, and identification of any barriers or obstacles to meeting any goals set or identified and data on student progress in accordance with applicable law, (b) copies of any publication developed or created by using the Grant funds.
and (c) if requested, a report on Sponsor Entity's and School Entity’s compliance with the terms of this Agreement. The Annual Report shall further include a financial accounting of Sponsor Entity’s disbursement and Program’s expenditure of Grant funds, including a description of School Entity's and the Program’s compliance with the Approved Budget Plan and this Agreement. In addition to the foregoing, the final Annual Report submission to XQ shall outline Sponsor Entity's disbursement and the Program’s use of all Grant funds and charitable and educational activities from the date of the initial disbursement of the Grant funds until Sponsor Entity has distributed, and the Program has expended, the last of the Grant funds. For the avoidance of doubt, the School Entity and the Program may only utilize the Grant funds as set forth in the Approved Budget.

ii. **Recordkeeping.** Sponsor Entity and School Entity shall (and School Entity shall cause the Program to) (a) treat the Grant funds as restricted assets, (b) maintain books that keep the Grant funds separate from other assets, and (c) shall hold the Grant funds in the Sponsor Entity Bank Account. All disbursements of the Grant funds shall appear on Sponsor Entity’s books, and all receipt and expenditures of Grant funds shall appear on School Entity’s books. Sponsor Entity and School Entity shall keep records with a charter of accounts aligned to state education fund accounting and that are adequate to show that disbursements and expenditures of the Grant funds are consistent with the Purpose. Sponsor Entity and School Entity shall make these books and records available to XQ, or, at XQ's discretion, an independent auditor employed by XQ, at reasonable times for review and audit, and shall comply with all reasonable requests of XQ for information and interviews regarding use of the Grant funds. Sponsor Entity and School Entity shall keep copies of all relevant books and records and all reports to XQ for at least four (4) years after completion of the use of the Grant funds.

iii. **Responsiveness to Communications.** Sponsor Entity or School Entity, as applicable, shall acknowledge the receipt of any requests for information related to this Agreement and progress toward the Commitments made herein within three (3) business days. All reasonable requests for information shall be fulfilled within seven (7) days, unless granted an extension of timeline in writing by XQ.

g. **Insurance.** Unless required otherwise by applicable law, School Entity shall:

i. within ten (10) business days of the Effective Date, procure and maintain (a) general liability insurance with coverage of at least one million dollars ($1,000,000.00) and umbrella insurance of at least two million dollars ($2,000,000.00) and (b) directors and officers liability insurance with coverage of at least one million dollars ($1,000,000.00), in each case naming XQ as an additional insured; and
ii. at least thirty (30) days prior to the opening of the school, (a) procure and maintain insurance coverage sufficient for the operation of the school, which shall be, at a minimum, insurance equivalent to that carried by similarly situated institutions, and (b) provide evidence of such coverage to XQ if requested. School Entity shall further provide XQ with (x) a Certificate of Liability (along with evidence that XQ has been named as an additional insured) reasonably satisfactory to XQ, and (y) a waiver of subrogation, including an obligation to indemnify XQ and hold XQ harmless from any and all claims, causes of action, damages (including costs and attorneys' fees), and any and all other liability arising from any actions or inactions of Sponsor Entity and/or School Entity.

5. Prohibitions

a. Prohibited Uses. Sponsor Entity shall not disburse, and School Entity (including the Program) shall not use, any portion of the Grant funds:

i. To attempt to influence legislation, within the meaning of IRC Section 4945(d)(1), as interpreted by its accompanying regulations;

ii. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations;

iii. To make any grants to individuals that do not comply with Section 4945(d)(3) of the IRC (that is, neither Sponsor Entity nor School Entity may make any grant to an individual for travel, study, or other similar purposes, unless such grant has been awarded on an objective and nondiscriminatory basis pursuant to a procedure approved in advance by the Internal Revenue Service);

iv. To make any grants to organizations that do not comply with Section 4945(d)(4) of the IRC (that is, neither Sponsor Entity nor School Entity may make any grant to an organization unless such organization is a public charity, or such entity exercises expenditure responsibility in accordance with IRC Sections 4945(d)(4)(B) and 4945(h));

v. To undertake an activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in IRC Section 170(c)(2)(B); or

vi. In a manner inconsistent with IRC Section 501(c)(3), including:

A. Influencing the outcome of any specific election for candidates to public office,

B. Inducing or encouraging violations of law or public policy, or
C. Causing any private inurement or improper private benefit to occur.

b. **Terrorist Activity.** Sponsor Entity and School Entity represent and warrant that each does not, and shall not use any part of the Grant to, support or conduct, directly or indirectly, violence or terrorist activity of any kind.

c. **Non-Disparagement.** Any statement made by or on behalf of School Entity (including the Program) or Sponsor Entity will be (i) truthful and (ii) will not disparage XQ or any of XQ’s representatives, agents, successors and assigns except where truthful statements are made pursuant to a subpoena or court order.

6. **Representations and Warranties**

a. **Tax Status; Formation; Authority.**

i. Sponsor Entity represents and warrants that (i) Sponsor Entity has been duly formed and is validly existing and in good standing under the laws of the State of Iowa, (ii) Sponsor Entity is exempt from federal income tax under IRC Section 501(c)(3), (iii) Sponsor Entity is not a private foundation as defined in IRC Section 509(a), (iv) Sponsor Entity has the power and authority to enter into this Agreement and perform its obligations hereunder, and (v) there are no threatened or pending actions, investigations, or audits, the outcome of which would alter or impact Sponsor Entity’s status as set forth in (i)-(iv) herein. The representations and warranties contained in this Section 6(a)(i) must be true prior to disbursement of any installment of Grant funds and shall continue to be true through the last date that Sponsor Entity holds or disburses Grant funds. The requirements of this Section 6(a)(i) are referenced with respect to termination under Section 14 of this Agreement.

ii. School Entity represents and warrants that (i) the Program is an authorized program within the Districts, and it is and will remain compliant with all rules and regulations necessary to maintain such status, (ii) School Entity has the power and authority to enter into this Agreement and perform its obligations hereunder and to cause the Program to comply with the requirements hereof, and (iii) there are no threatened or pending actions, investigations, or audits, the outcome of which would alter or impact School Entity’s and/or Program’s status as set forth in (i) and (ii) herein. The representations and warranties contained in this Section 6(a)(ii) must be true prior to disbursement of any installment of Grant funds and shall continue to be true through the last date that School Entity holds or uses Grant funds. The requirements of this Section 6(a)(ii) are referenced with respect to termination under Section 14 of this Agreement.

b. **Documentation.**
i. In connection with the representations and warranties contained in Section 6(a)(i), Sponsor Entity further represents and warrants that attached hereto (i) as Exhibit D is a true and correct copy of the IRS Determination Letter as to Sponsor Entity’s tax status, (ii) as Exhibit E.1 is a true and correct copy of Sponsor Entity’s Articles or Certificate of Incorporation, (iii) as Exhibit F is a true and correct copy of Sponsor Entity’s governing bylaws in effect as of the Effective Date, (iv) as Exhibit G is a true and correct copy of Sponsor Entity’s Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code, as filed, (v) as Exhibit H.1 is a true and correct list of Sponsor Entity’s current officers, directors and authorized representatives as of the Effective Date and as updated upon written notice to XQ, (vi) as Exhibit I is a true and correct copy of Sponsor Entity’s most recently filed Form 990 as of the Effective Date, and (vii) as Exhibit J.1 is a true and correct copy of Sponsor Entity’s current financial statements from the most recently completed accounting period as of the Effective Date.

ii. In connection with the representations and warranties contained in Section 6(a)(ii), School Entity further represents and warrants that attached hereto (i) as Exhibit E.2 is a true and correct copy of the School Entity’s Organizational Documents, (ii) as Exhibit H.2 is a true and correct list of School Entity’s current officers, directors and authorized representatives as of the Effective Date and as updated upon written notice to XQ, and (iii) as Exhibit J.2 is a true and correct copy of School Entity’s current financial statements from the most recently completed accounting period as of the Effective Date.1

c. **Compliance with Laws.** Sponsor Entity and School Entity each represent and warrant that it is, and shall use all best efforts to remain, and the Program is, and School Entity shall use all best efforts to ensure it remains, in compliance with all local, state, federal and international laws and regulations relating to this Agreement, the operation of the School Entity and the Program, and the furtherance of the Application Mission.

d. **Public School; Non-Religious.** Sponsor Entity and School Entity each represent and warrant that it does not propose to use, shall not use, and shall ensure Program does not use any part of the Grant to implement a private school, a school with religious affiliation, or a for profit school.

e. **Non-Derogatory.** Sponsor Entity and School Entity each represent and warrant that it does not propose, nor shall it develop or operate (or permit the Program to develop or operate), any aspect of the Program that is in any way derogatory of any

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1 School note: “:This should be deleted as the District was incorporated by law under chapter 274 of the Iowa Code and there technically are no organizational documents that would exist with a private corporate entity. “

OMM note: Please confirm if there is documentation pursuant to the Iowa Code of such district creation. Exhibit H.2 and J.2 should still be provided regardless of formation.
nationality, disability, medical condition, ethnicity, race, gender, gender identification, sexual orientation, religion, profession or age group.

f. **Prohibited Activities.** Sponsor Entity and School Entity each represent and warrant that it does not propose, nor shall it develop or operate (or permit the Program to develop or operate), any aspect of the Program that promotes alcohol, illegal drugs, tobacco, firearms or weapons (or the unsafe use of any of the foregoing).

g. **Prohibited Endorsements and Remarks.** Sponsor Entity and School Entity each represent and warrant that it does not propose, nor shall it develop or operate (or permit the Program to develop or operate), any aspect of the Program that endorses hate or hate groups in any way.

h. **Non-Infringing.** Sponsor Entity and School Entity each represent and warrant it does not produce and will not develop or use, without written authorization or written permission, any materials in relation to the School Entity and/or Program, which (a) contain IP, trademarks, logos, or trade dress owned by others, (b) promote or advertise any brand or product, or (c) contain sensitive personal information or materials embodying the names, likenesses or other identifying indicia of others without permission from those depicted. As used herein, “IP” means works of authorship (whether copyrightable or not), educational materials, records, drawings, designs, inventions (whether patentable or not), improvements, developments, discoveries, information and trade secrets.

7. **Notice of Entity Material Change.** Sponsor Entity and School Entity shall notify XQ in writing within fifteen (15) days after receiving notice or obtaining knowledge of any of the following (each, an “Entity Material Change”):

a. any change in the Internal Revenue Service’s recognition of Sponsor Entity’s IRC Section 501(c)(3) or public charity status;

b. any change in School Entity’s or the Program’s executive staff, key staff responsible for achieving the Purpose, or the members of its governing body;

c. any change in the organizational structure or setting of School Entity, Program, Districts or Sponsor Entity which materially reduces Sponsor Entity’s or School Entity’s capacity to administer the Grant for the Purpose;

d. any notice of non-compliance with applicable laws, rules or regulations, including without limitation, any investigation into or material claims made against Sponsor Entity, Program, Districts or School Entity;

e. any plans of Sponsor Entity, Program, Districts or School Entity to close or file for bankruptcy;

f. any update or change to the documents listed in Section 6(b)(i) or Section 6(b)(ii);
g. any other event that could reasonably be expected to have a material adverse effect on Sponsor Entity’s or School Entity’s administration of the Grant for the Purpose; or

h. School Entity, Program, Districts, Sponsor Entity, any administrator, manager, teacher, or other employee or contractor of Sponsor Entity, Program, Districts or School Entity or any member of the Team being accused of criminal wrongdoing, being named in a civil action demanding recovery for an act of moral turpitude, or making a statement or becoming involved in any situation or occurrence which, in XQ’s sole judgment (i) is obscene, indecent, hateful, or discriminatory; (ii) brings School Entity, Program, Districts, Sponsor Entity or the reputation or image of XQ (or its principals or any of its affiliates, including without limitation any other entity receiving funding from XQ) into public disrepute, contempt, scandal or ridicule; or (iii) is likely to shock, insult or offend the community at large or a substantial group or class thereof.

The requirements of this Section 7 are referenced with respect to termination under Section 14 of this Agreement.

8. School Intellectual Property

a. **License to School Materials and Marks.** In consideration for receipt of the Grant, School Entity (including the Program) and Sponsor Entity hereby grant to XQ a nonexclusive, world-wide, perpetual, sublicensable, transferable, and irrevocable license to all IP that has been or is developed (i) in whole or in part with Grant funds, (ii) in the implementation, development, and operation of the School Entity, or (iii) that is derived from any of the foregoing (the “School IP”). School Entity and Sponsor Entity, as applicable, represent and warrant that it owns or controls the necessary rights, title and interest in the School IP hereby licensed to XQ.

b. **Non-Commercial Purposes.** Sponsor Entity and School Entity (including the Program) shall not, except with express prior written approval from XQ, produce, reproduce, distribute, publish, copy, sell, offer to sell, license, sublicense, or otherwise use School IP for any Commercial Purpose. XQ may grant or withhold such approval in its sole discretion. Unless explicitly stated otherwise in the written approval, such approval shall be granted only as to the entities requesting approval and not any other entity. “Commercial Purpose” means the development of commercial products or services, any for-profit activity, or for the purpose of receiving any monetary benefit or commercial gain, directly or indirectly.

c. **Educational Purposes and Public Benefit.** Subject to the limitations of Section 8(b), Sponsor Entity and School Entity (including the Program) shall not, except with express prior written approval from XQ, produce, reproduce, distribute, publish, copy, sell or offer for sale, license, sublicense or otherwise use School IP for any purpose except for educational purposes or for the benefit of the general public. XQ may grant or withhold such approval in its sole discretion. Unless
explicitly stated otherwise in the written approval, such approval shall be granted only as to the entities requesting approval and not any other entity.

9. **Conditions on Sharing School IP and Grant.** Sponsor Entity and School Entity (including the Program) shall not (i) transfer any part of the Grant or School IP to a third party (including, for the avoidance of doubt, any other school or program in the Districts) in connection with the development of any School IP or derivatives thereof, or (ii) contract with a third party (including, for the avoidance of doubt, any other school or program in the Districts) to provide products or services in any way directly or indirectly connected with the development of School IP, unless and until such third party has first entered into the School Vendor Side Letter Agreement, in the form attached to this Agreement as Exhibit K with Sponsor Entity and/or School Entity, as applicable, and Sponsor Entity and/or School Entity, as applicable, shall have provided a copy of the fully executed School Vendor Side Letter Agreement to XQ.²

10. **Marks License and Usage**

   a. **License to School Marks for Promotional Purposes.** Sponsor Entity and School Entity (on behalf of itself and the Program) hereby grant to XQ an irrevocable, nonexclusive, sublicensable license under all trademarks and trade names owned or licensed by Sponsor Entity and School Entity that relate to the School Entity solely for use by XQ in connection with the promotion of the School Entity and other non-commercial and educational purposes. Sponsor Entity and School Entity each represent and warrant that it owns the necessary rights, title and interest in any trademarks hereby licensed to XQ. In consideration for any such license, XQ commits to causing use of such trademarks by XQ to inure to the benefit of the owner of the trademark.

   b. **XQ Marks.** All uses of XQ’s trademarks and trade names (the “XQ Marks”), including without limitation those set forth in Exhibit L, are subject to approval by XQ. XQ will remain the sole and exclusive owner of all right, title and interest in the XQ Marks and any use by Sponsor Entity, School Entity and/or the Program will inure to the benefit of XQ. If Sponsor Entity, School Entity and/or the Program uses any XQ Mark in a manner that is not authorized, Sponsor Entity and School Entity (including the Program) shall, as applicable and at XQ’s request, (i) immediately cease any unauthorized use of the XQ Marks identified by XQ and (ii) take any action requested by XQ to correct any confusion or false designation created by such unauthorized use of any XQ Marks.

11. **Publicity and Announcements.** XQ may from time to time issue policies and/or guidelines regarding promotion, advertising, and publicity in connection with XQ and XQ grant-making and grantee schools. School Entity (including the Program) and Sponsor Entity shall adhere to such policies and guidelines to the extent School Entity (including the Program) or Sponsor Entity identifies or describes a relationship between itself and

² XQ note: This provision is standard in our grant agreements and is intended to apply to more than just BBQ. As such, it will need to be retained.
XQ, or identifies itself as being affiliated with XQ generally. XQ reserves the right to deny approval of any use of or reference to XQ, and its names, marks, logos and programs made by or on behalf of Sponsor Entity, School Entity or the Program. Upon receiving notice of such objection, Sponsor Entity, School Entity or the Program, as applicable, shall immediately cease the specified use or reference.

12. Confidentiality

a. Confidential Information. By accepting the Grant or by any other means related to the terms of this Agreement, Sponsor Entity, School Entity and/or the Program may gain access to certain confidential information of XQ, any of which information may be disclosed to Sponsor Entity, School Entity and/or the Program inadvertently or intentionally. “Confidential Information” means any and all non-public information or material relating to XQ or that XQ has or will develop, acquire, create, discover, or own, including (i) both information disclosed, whether orally or in writing, by XQ to Sponsor Entity, School Entity or the Program and information learned by Sponsor Entity, School Entity or the Program during the course of Sponsor Entity’s, School Entity’s or the Program’s relationship with XQ, acceptance of the Grant, or in the course of development and operation of the School Entity and/or the Program, and (ii) all information of which the unauthorized disclosure could be detrimental to the interests of XQ or XQ’s affiliates, whether or not such information is identified as Confidential Information. For example and without limitation, Confidential Information includes information about projects, events, media strategies and partners, technical data, agreements, concepts, initiatives, donors, affiliates, costs, finances, operational practices, and grant administration; provided, however, that Confidential Information will not include information that (x) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Sponsor Entity, School Entity or the Program, (y) was known by Sponsor Entity, School Entity or the Program prior to receiving such information from XQ and without restriction as to use or disclosure, or (z) is rightfully acquired by Sponsor Entity, School Entity or the Program from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure.

b. Disclosure of Confidential Information. Sponsor Entity and School Entity shall treat (and School Entity shall cause the Program to treat) all Confidential Information as strictly confidential, and take reasonable precautions to protect the confidentiality of such information. Sponsor Entity and School Entity shall not (except as required by applicable law) disclose (and School Entity shall not permit the Program to disclose) Confidential Information to any third party (including, for the avoidance of doubt, any other school or program in the Districts) or use Confidential Information for any purpose other than as is necessary to implement the Purpose or otherwise comply with the terms of this Agreement; provided, that, Sponsor Entity or School Entity, as applicable, shall cause any such third party to enter into an agreement with Sponsor Entity or School Entity, as applicable, with written confidentiality obligations no less restrictive than those contained in this Section 12. If legally compelled by judicial order or similar legal proceeding,
Sponsor Entity or School Entity (on behalf of itself and the Program), as applicable, must provide prompt notice to XQ and then will furnish only the portion of Confidential Information that Sponsor Entity or School Entity, as applicable, reasonably believes is legally required unless required otherwise by applicable law.

13. **Indemnification.**

a. Sponsor Entity irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless XQ, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys’ fees) arising out of any act or omission of Sponsor Entity, or Sponsor Entity’s performance or breach of this Agreement. Sponsor Entity further shall indemnify and hold harmless XQ and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys’ fees and other legal expenses, arising directly or indirectly, or in connection with: (a) any negligent, reckless, or intentionally wrongful act or omission of Sponsor Entity, its employees, or agents in complying with the terms of this Agreement or for accepting the Grant, in expending or applying the Grant funds, or in carrying out any project or program to be supported by the Grant, any breach or alleged breach by Sponsor Entity or Sponsor Entity’s employees or agents of any of the covenants contained in this Agreement; or (b) any breach or alleged breach by Sponsor Entity of Sponsor Entity’s representations and warranties contained in this Agreement, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of XQ, its officers, directors, employees, or agents.

b. School Entity irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless XQ, its officers, directors, employees, and agents from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys’ fees) arising out of any act or omission of School Entity or the Program, or School Entity’s or the Program’s performance or breach of this Agreement. School Entity further shall indemnify and hold harmless XQ and its directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys’ fees and other legal expenses, arising directly or indirectly, or in connection with: (a) any negligent, reckless, or intentionally wrongful act or omission of School Entity or the Program, their employees, or agents in complying with the terms of this Agreement or for accepting the Grant, in expending or applying the Grant funds, or in carrying out any project or program to be supported by the Grant, any breach or alleged breach by School Entity or the Program, or their employees or agents of any of the covenants contained in this Agreement; or (b) any breach or alleged breach by School Entity or the Program of School Entity’s representations and warranties contained in this Agreement, except to the extent that such claims, liabilities, losses, or expenses arise from any act or omission of XQ, its officers, directors, employees, or agents.

14. **Term and Termination.**
a. **Term.** This Agreement shall commence on the Effective Date and end one (1) year from the Effective Date (the “Initial Term”); provided that, upon the completion and incorporation of an Approved Budget Plan and Approved Performance Milestones, pursuant to Sections 3(b) and Section 4(d)(i) of this Agreement, the term of this Agreement shall be automatically renewed for an additional one (1) year period (each renewal, a “Subsequent Term”); provided further than no Subsequent Term may occur after September 11, 2021. The term of this Agreement shall span the Initial Term and continue in through Subsequent Terms, if any, unless earlier terminated as set forth in Section 14(b) below (the “Term”).

b. **Termination.** XQ may terminate this Agreement in its sole discretion upon the occurrence of one or more of the following events, (each, a “Breach”) unless such Breach has been explicitly waived in writing by XQ:

1. any failure of Sponsor Entity to maintain IRC Section 501(c)(3) and public charity status as set forth in Section 6(a);
2. the failure of either School Entity or Sponsor Entity to either (A) submit a Budget Plan for approval at least 60 days prior to the beginning of each annual period as required by Section 3(b) and/or (B) provide a Budget Plan which meets XQ’s approval prior to the beginning of each annual period as required by Section 3(b);
3. any expenditure or commitment of Grant funds which (A) violates any provision of this Agreement (including without limitation Section 3(b)), (B) is outside the Purpose, or (C) is otherwise not explicitly authorized by the terms of this Agreement;
4. any failure of Sponsor Entity or School Entity, as applicable, to provide notice of an Entity Material Change as required under Section 7;
5. the occurrence of any Entity Material Change, as determined by XQ in XQ’s sole reasonable discretion;
6. the failure of School Entity to either (A) submit a set of Performance Milestones for approval at least 60 days prior to the beginning of each annual period as required by Section 4(d)(i) and/or (B) provide a set of Performance Milestones which meets XQ’s approval prior to the beginning of each annual period as required by Section 4(d)(i);
7. the failure of the Sponsor Entity or School Entity (including the Program), as applicable, to comply with the Commitments as set forth in Sections 4(d)-(g) (or incorporated in Sections 4(d)-(g) by reference), as determined by XQ in XQ’s sole reasonable discretion;
8. the failure of the Sponsor Entity or School Entity (including the Program), as applicable, to comply with Section 5, as determined by XQ in XQ’s sole reasonable discretion;
ix. any other breach of this Agreement by Sponsor Entity or School Entity which results, or XQ reasonably believes will result, in any of the Commitments not being complied with, upheld, or maintained; and

x. any other material breach of this Agreement by Sponsor Entity or School Entity.

To terminate this Agreement, XQ must provide written notice to Sponsor Entity and School Entity specifying the reason for termination. The effective date of termination (the “Termination Effective Date”) shall be (A) the date upon which notice is provided for termination based on any Breach that cannot be cured, or (B) thirty (30) days after notice is provided if a Breach is curable and remains uncured for a period of thirty (30) days after notice of termination.

c. **Effect of Termination; Remedies.** Upon the expiration of the Term or earlier Termination Effective Date, XQ may, in addition to any other legal remedies it may have, refuse to make any further Grant disbursements to Sponsor Entity. Upon termination, Sponsor Entity and School Entity shall immediately return to XQ, (i) any portion of the Grant that was disbursed by XQ which has been spent or committed for any purpose other than the Purpose, (ii) any portion of the Grant that has not been expended or committed for the Purpose as of the date that is the earlier of (A) the Termination Effective Date or (B) the date that is the last day of the Term in accordance with Section 14(a) of this Agreement, (iii) all IP owned by XQ that Sponsor Entity, School Entity and/or the Program has in its possession or control, and (iv) all Confidential Information owned by XQ that Sponsor Entity, School Entity and/or the Program has in its possession or control. XQ may also avail itself of any other remedies available by law. This Agreement may be enforced by XQ by an action for specific performance and injunctive relief or by any other appropriate remedy by any court having jurisdiction. Sponsor Entity and School Entity each acknowledge and agree that XQ shall have the legal standing necessary to bring any suit it deems necessary to enforce the terms of this Agreement.

15. **Acknowledgement.** Neither Laurene Powell Jobs, nor any entity owned or controlled, either directly or indirectly, by Laurene Powell Jobs (excluding XQ) (collectively, the “Participant Affiliated Persons”), is a party to this Agreement or any agreement provided for in this Agreement. In the event that (a) there is any alleged breach of or default under this Agreement or any agreement provided for in this Agreement by any party or (b) any party has a claim arising from or relating to any such agreement, no party, nor any party claiming through such party, shall commence any proceedings or otherwise seek to impose any liability whatsoever against any Participant Affiliated Persons arising under (a) or (b). Sponsor Entity and School Entity each, on behalf of themselves and their respective heirs, successors, and assigns, hereby fully and forever release the Participant Affiliated Persons, from, and agree not to sue concerning, or in any manner to institute, prosecute or pursue, or cause to be instituted, prosecuted, or pursued, any claim, duty, charge, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that each may possess against any of the Participant Affiliated Persons arising from any omissions, acts or facts related to this Agreement, the School
Entity, and the Grant, including without limitation any and all claims for attorneys’ fees, costs, and/or penalties, except for any claim that cannot be released as a matter of applicable law.

16. **Sponsor Entities Located Outside of California.** Unless an exemption or waiver applies, California Revenue and Taxation Code Section 18662 requires XQ to withhold and remit to the California Franchise Tax Board seven percent of payments to certain non-California entities. If Sponsor Entity is located outside the state of California, Sponsor Entity agrees to provide a completed CA Form 590, Withholding Exemption Certificate, or such other form as XQ may reasonably require to allow XQ not to withhold on Grant disbursements.

17. **General Terms and Conditions.**

a. **Notices.** Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: (i) delivered in person; (ii) sent by first class registered mail, or air mail, as appropriate; (iii) sent by overnight air courier; or (iv) delivered to a verified e-mail address with receipt confirmation, in each case, as applicable, properly posted and fully prepaid to the address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section 17(a). Notices will be considered to have been given at the time of actual delivery in person or to a verified e-mail address with delivery confirmation, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

i. Notices to Sponsor Entity should be addressed to:

   Address: 2500 Edgewood Rd NW
   Cedar Rapids, IA 52405
   Attention: Karen Swanson, Executive Director
   E-Mail: kswanson@cr.k12.ia.us

ii. Notices to School Entity should be addressed to:

   Address: Cedar Rapids Community School District
   Nancy Humbles, Board President
   2500 Edgewood Road NW
   Cedar Rapids, Iowa 52402
   Attention: Laurel Day
   E-Mail: lday@crschools.us

iii. Notices to XQ should be addressed to:
b. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Sponsor Entity, nor the utilization of such contribution or grant funds by School Entity or the Program, shall be interpreted to create any pledge or any commitment by XQ or by any related person or entity to make any other grant or contribution to Sponsor Entity or any other entity for this or any other project. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between XQ, Sponsor Entity, School Entity or any other entity.

c. **No Agency.** Sponsor Entity, School Entity and/or the Program, as applicable, and not XQ, are solely responsible for all activities funded by the Grant, the content of any product created with the Grant, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and neither Sponsor Entity, School Entity nor the Program shall make any such representation to anyone.

d. **Assignment.** Neither Sponsor Entity nor School Entity may not assign this Agreement except upon express prior written approval from XQ. Any attempted assignment in violation of this Section 17(d) shall be void.

e. **No Waivers.** The failure of any party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights. The exercise of any right or remedy by XQ shall not bar or preclude the exercise of any other right or remedy by XQ, and no acknowledgement of Sponsor Entity’s or School Entity’s improper compliance with this Agreement in any instance shall be considered a waiver of any of XQ’s rights under this Agreement.

f. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

g. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
h. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by all parties.

i. **Arbitration of All Disputes, Claims, or Controversies.** Any dispute or controversy in any way arising out of, related to, or connected with this Agreement or the subject matter thereof, shall be resolved through final and binding arbitration in San Francisco, California, pursuant to the then-current JAMS Comprehensive Arbitration Rules and Procedures.

j. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its conflict of law principles.

k. **Survival.** The following Sections of this Agreement shall survive any termination or expiration thereof: Sections 3 (Use of Funds), 4(e) (Reports and Recordkeeping Commitments), 5 (Prohibitions), 6 (Representations and Warranties), 8 (School Intellectual Property), 9 (Conditions on Sharing School IP and Grant), 10 (Marks License and Usage), 11 (Publicity and Announcements), 12 (Confidentiality), 13 (Indemnification), 15 (Acknowledgement), 16 (Approved Entities Located Outside of California) and 17 (General Terms and Conditions).

l. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which, when taken together, shall constitute only one agreement.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first indicated above.

XQ INSTITUTE

By: _____________________________
Name: ___________________________
Title: ____________________________

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____________________________
Name: ___________________________
Title: ____________________________

CEDAR RAPIDS COMMUNITY SCHOOLS FOUNDATION

By: _____________________________
Name: ___________________________
Title: ____________________________
EXHIBIT A
APPROVED BUDGET PLAN

[Initial Approved Budget Plan to be attached; Subsequent Approved Budget Plans to be added on a rolling basis, as created pursuant to Agreement Section 3(b)]
EXHIBIT B
APPROVED PERFORMANCE MILESTONES

[Initial set of Approved Performance Milestones to be attached; Subsequent sets of Approved Performance Milestones to be added on a rolling basis, as created pursuant to Agreement Section 4(d)(i)]

Performance Milestones, July 1, 2019 - June 30, 2020
Iowa BIG

During the 2019-20 school year, the School will continue to fulfill the mission and vision set forth in the original XQ Grant/Super School Application as summarized below:

Iowa BIG attracts students from districts across the region and connects them with projects sponsored by local businesses, nonprofits, and government partners. Students spend 50 to 90 percent of their time at BIG. Students select initiatives from a pool of interdisciplinary projects that have been rigorously co-designed by students, teachers, and partners to meet Iowa state standards and address authentic local needs. The result is a transformational learning system that connects young people more deeply to their own community and opens up rigorous, real-world learning for students across the city. The community sees young people as assets, and young people see themselves as meaningful contributors to the community.

The Program will also meet the following performance milestones:

Baseline Principle: Operations.
1. The Program shall be, and shall remain at all times, in compliance with all local, state, and federal laws and regulations relating to the operation of the School. These requirements include, but are not limited to, maintaining daily student attendance records, discipline incidents records, academic transcript records and requirements for grade promotion and graduation, documenting annual retention rates, maintaining a four-year graduation rate and ensuring students get appropriate credit hours.
2. By January 30, 2020, the Program will document a proposal to expand into a self-sustaining high school that enrolls students for all four years and awards its own graduation degrees.
3. By January 30, 2020, the Program will develop at least ten communication and marketing materials which convey information regarding the Program’s mission and design. These materials will be developed as part of the Program’s strategy to increase enrollment and with the intention that the community, families, students, teachers, and other stakeholders share a mutual understanding of the Program’s mission and design.
a) By January 30, 2020 the school will collect and analyze student performance data and alumni data to learn more about what impact the Program is having on students.

4. By March 1, 2020, the Program will implement such materials in at least [number] of communications with the community, families, students, teachers, and other stakeholders.

5. By February 15, 2020, the Program will do at least one of the following: (1) recruit one or more schools that agrees to encourage and facilitate students to enroll in the Program for the 2020-21 school year or (2) expand the Program to include another “Family Table” location. “Family Table” location means a site facilitating up to 120 students.

**Design Principle: Teaching for Deeper Learning.**

6. By September 1, 2019, the Program will offer a new course on the Introduction to Agile Mindset. The Agile Mindset course provides instruction and application of the Agile mindset and appropriate tools. The Agile Mindset includes: Make People Awesome, Make Safety a Prerequisite, Experiment and Learn Rapidly, and Provide Value Continuously.

7. By January 30, 2020, the Program will develop an advanced course in Agile Mindset that will be offered in the 2020-21 school year.

8. By June 1, 2020, the Program will have offered at least 20 days of training courses and personal coaching sessions focused on training teachers (1) on how to teach and uniformly implement the Agile Mindset courses with the intent of generating visible student work product with a visible impact and (2) on how to create and communicate grading standards and criteria in a clear and uniform way across different sections of the courses.

9. By June 1, 2020, each teacher will have participated in at least 5 days of courses and/or coaching sessions as described in section 8 above. The goal of such courses and coaching is to give teachers a deep understanding of the Agile Mindset courses’ framework and to equip the teachers with the tools and skills to be able to thrive using such framework.

**Design Principle: Community Partnerships.**

10. By October 31, 2019, the Program will develop a handbook of partnership guidelines which detail the suggested and required benchmarks and expectations that the Program’s corporate partners should aim for to maximize each partner’s expertise in providing support to students and student projects and to promote the development of projects for students which rise to the Program’s qualitative expectations.

11. By January 30, 2020, the Program will revitalize and implement the Nexus Partnership program, a corporate credentialing system that ensures partners are formally trained in best practices for working with and assessing students to ensure that high-quality projects are consistently available to students.

[Signature page to Grant Agreement]
EXHIBIT C
DESIGN PRINCIPLES

The Design Principles are set forth in (a)-(f) below. The Design Principles may be modified by XQ in XQ’s sole discretion.

a. Teaching for Deeper Learning: Demonstrate a commitment to and measurable progress toward innovative approaches to curriculum and teaching that use real-world, interdisciplinary learning experiences to enable students to develop and apply deep content knowledge and complex skills.

b. Youth Empowerment, Voice and Choice: Demonstrate a commitment to an approach to teaching, learning, and overall school culture that focuses on truly getting to know students, both inside and outside the classroom, and giving all students opportunities to build their identities as learners and develop the capacity for agency and autonomy.

c. Broad Vision of Student Success: Demonstrate a commitment to goals and outcomes that integrate academic and social-emotional learning and enable students to become masters of all fundamental literacies, holders of foundational knowledge, original thinkers for an uncertain world, generous collaborators for tough problems, and learners for life.

d. Personalized Learning: Demonstrate a commitment to tailoring learning to the unique needs of each student, through the use of appropriate technology and other means, as well as to actively assess student progress and provide tools that help students build the skills and knowledge they need to thrive in college, career and life.

e. Rethinking Traditional Systems: Demonstrate a commitment to non-traditional, flexible uses of time, technology, space, place, financial resources and roles to increase the effectiveness of teaching and learning.

f. Community Partnerships: Demonstrate a commitment to powerful partnerships—with community and cultural institutions, business and industry, higher education, nonprofit organizations, and health and service providers—that provide support, real-world experiences and networking opportunities for students, enabling them to envision and set goals for the future.
EXHIBIT D
IRS DETERMINATION LETTER

[To be attached]
EXHIBIT E.1
SPONSOR ENTITY’S ARTICLES OR CERTIFICATE OF INCORPORATION

[To be attached]
EXHIBIT E.2
SCHOOL ENTITY’S ORGANIZATIONAL DOCUMENTS

[To be attached]
EXHIBIT F
SPONSOR ENTITY’S BYLAWS

[To be attached]
EXHIBIT G
FORM 1023

[To be attached]
EXHIBIT H.1
LIST OF OFFICERS, DIRECTORS AND AUTHORIZED REPRESENTATIVES OF SPONSOR ENTITY

[To be attached]
EXHIBIT H.2
LIST OF OFFICERS, DIRECTORS AND AUTHORIZED REPRESENTATIVES OF SCHOOL ENTITY

[To be attached]
EXHIBIT I
FORM 990

[To be attached]
EXHIBIT J.1
SPONSOR ENTITY’S FINANCIAL STATEMENTS

[To be attached]
EXHIBIT J.2
SCHOOL ENTITY’S FINANCIAL STATEMENTS

[To be attached]
EXHIBIT K
SCHOOL VENDOR SIDE LETTER AGREEMENT

[To be attached]
EXHIBIT L
XQ MARKS

XQ
XQ INSTITUTE
XQ SUPER SCHOOL
XQ THE SUPER SCHOOL PROJECT
#RETHINKHIGHSCHOOL
#XQAMERICA
EXHIBIT M
XQ LEARNER GOALS AND OUTCOMES

[To be attached]
CONSENT AGENDA

BA-20-111 Resolution - Grant Application by Viola Gibson Elementary School with the Washington County Riverboat Foundation (Eric Christenson)

Exhibit: BA-20-111.1-10

Action Item

Pertinent Fact(s):

1. The Viola Gibson Elementary School PTA is seeking grant funds from the Washington County Riverboat Foundation that target Community Development and Beautification, Economic Development, Arts, and Education, Human and Social Needs.

2. The Gibson PTA is seeking matching funds of $15,000 from the Riverboat Foundation which will be used for playground improvements at the school.

Recommendation:

It is recommended that the Board of Education approve the Resolution for Grant Application by Viola Gibson Elementary School PTA with the Washington County Riverboat Foundation for playground improvements.
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, IOWA

School Resolution

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF EDUCATION OF THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, IOWA APPROVING THE APPLICATION(S) FOR THE PURPOSE OF RECEIVING BENEFITS FROM THE WASHINGTON COUNTY RIVERBOAT FOUNDATION.

WHERAS, the Washington County Riverboat Foundation has grant funds available that target Community Development and Beautification, Economic Development, Arts and Education, Human and Social Needs, and

WHEREAS, the Washington County Riverboat Foundation has a grant application cycle that ends October 15, 2019 and

WHEREAS, the Cedar Rapids Community School District is supportive of these targets for improvements to the community and County, and

WHEREAS, one or more applications from the Cedar Rapids Community School District and/or from organizations with projects that will take place on school property, will be submitted to the Washington County Riverboat Foundation by the October 15, 2019 deadline,

NOW THEREFORE BE IT RESOLVED by the Board of Education of the Cedar Rapids Community School District, Iowa that the Cedar Rapids Community School District authorizes the following grant applications to be submitted to the Washington County Riverboat Foundation for the October 15, 2019 application cycle:

1. Viola Gibson Elementary School for “Playground Improvement”
2.
3.

Passed and adopted this 23rd day of September, 2019.

__________________________________
School Board President

ATTEST: ______________________________
School Board Secretary
Viola Gibson Playground Improvement

Fall 2019 Application

**Viola Gibson PTA**

Mr Eric Christoffersen  
6101 Gibson Dr NE  
Cedar Rapids, IA 52411  
violagibsonpta@gmail.com  
O: 319-558-2920

**Mrs. Sarah Mersch**

6101 Gibson Dr NE  
Cedar Rapids, IA 52411  
ssmersch@gmail.com  
O: 319-804-9805
Application Form

General Information

Project Name*
The name of the project is attached to each and every form within your process. This is the "identifier" for the request.

Viola Gibson Playground Improvement

Project Description*
Provide a brief description of the project.

The Viola Gibson PTA has launched a campaign to improve and expand our playground to ensure it is safe and accessible for our students. The new and improved playground will include accessible rubber surfacing, added equipment, a shade canopy, an outdoor classroom with weather lab, and more. When our school was built, a small playground structure was put up in both our older student playground and our preschool-kindergarten playground. This has not changed as our school has grown. We now have 640 students in our school and not enough engaging activities. The playground area has grading issues that make it unusable in wet conditions and creates a mess on large areas of the blacktop, forcing students at recess to play in much too small of an area. The wood chips and play equipment we currently have are not accessible for students with mobility challenges. With more students, come more students with these mobility challenges. We want all of our students to have a playground that is accessible and safe. We are asking the Washington Riverboat Foundation to match our PTA's direct contribution of $33,683 or to match $15,000 in funds available from the Cedar Rapids Community School District's Green Team. Funding for less than our requested amounts would be welcomed gratefully and still be used to get to our final goal.

Amount Requested*

$33,683.00

Matching Funds*
While not required, matching funds will improve your chance of being funded.

$15,000.00

Total Project Budget*

$160,518.00

Board of Directors*
Type or attach a list of your organization's governing board. Indicate the officers.

President: Eric Christoffersen
Vice President: Sarah Mersch
Secretary: Anne Kapler
Co-Secretary: Lindsay Kellogg
Project Information

Special Interest Areas*
Learn more about our Special Interest Areas HERE
Pick your foundation's areas of focus. The applicant will select the special interest area that their project addresses. Examples below.

  - Community Development and Beautification

Special Interest Areas - Explained*
Briefly explain how the project will address the Foundation's interest category you chose.

The school sits in a neighborhood without any parks so the playground area serves as a park for the community. This is also a sustainable project. The base of the poured in rubber surfacing that will go under the playground equipment is made from 100% recycled products otherwise destined for a local landfill. The surfacing will also eliminate the need to replace the wood chips each year and allow for proper drainage.

Status of Project*
  Started- not complete

Project Start Date*
If funded, when will the project begin?

  06/15/2020

Project End Date*
Projected end date.
Projects that are awarded a grant will have 12 months (from date of grant award) to be completed.

  08/15/2020

Project Goals*
What are you hoping to achieve? List 3-5 goals you have for this project.

  With this project our goals are to create a safe and accessible playground for our students and community members. We also hope to give the students and community members more engaging activities to promote more physical activity. Lastly, we want to give our students and staff an area where they can take their learning outside.
**Washington County Impact**

Explain how this project will benefit residents of Washington County.

This project is not within Washington County, however, with the addition of a weather lab in our outdoor classroom we would be able to share our data with other schools, including those within Washington County and with amateur weather watchers/meteorologists across Eastern Iowa.

**Impact of Funding**

Please tell us the number of persons or participants that will be impacted by your project.

700

**Primary Geographic Area Served**

Please select the Primary County served by your project.

Linn County

**Additional Geographic Areas Served**

Please select all additional counties your project will serve.

- Henry County
- Iowa County
- Jefferson County
- Johnson County
- Keokuk County
- Linn County
- Louisa County
- Muscatine County
- Polk County
- Wapello County
- Washington County
- Other

**Other Community Foundations**

If your organization is located outside of Washington County, there is a Community Foundation in your county that receives over $130,000 annually in gaming funds through Iowa’s County Endowment Fund Program, to distribute as grants and build an endowment. Learn more about this program here.

We have applied for grants for this project from the Community Foundation in our county.

**Community Foundation Grants**

If you have not applied for grants within your county, explain why you have not done so.

**Recognition of WCRF**

Explain how the Washington County Riverboat Foundation will be recognized by your organization for contributing to the project.

Organizations who are able to give a larger gift will be recognized as named sponsors for various aspects of the playground as detailed below.

- $1,000: Naming rights on a GaGa Ball Pit.
$2,500- A sign of thanks at the trail head.
$5,000- Naming rights on the outdoor classroom.
$10,000- Naming rights to the smaller playground.
$15,000- This matches our Green Team’s contribution and earns naming rights of the large playground.

**Supporting Documents**

**Additional Documentation Supporting the Application**

Please add any additional information you want us to consider.

- Playground Heroes Needed! (NEW).pdf
- We have approval from the Cedar Rapids Community School District to use $15,000 from our Green Team resources to match a donation from the Washington County Riverboat Foundation.

**Iowa Secretary of State Certificate of Standing***

Please upload your certificate of standing from within the last 2 years. Iowa requires that incorporated business and organizations update their status every two years. (to get one, call the SOS at 515/281-5204 to request a copy. There is a nominal charge for this service.)

**Resolution authorizing submission**

If you are a school, city or county government, (or doing your project on school or government property) please submit a resolution from that governmental body authorizing your application.

- City Resolution
- School Resolution

* pdf or word doc

**Financial Information**

**General Project Budget***

Please provide an itemized accounting for all expenses associated with this project. Include the type of expense, matching funds being used, the WCRF request amount and the total for that line item.

**Example:**

- **Building Materials:** Matching Funds ($3,000), WCRF Request ($4,000) Total: $7,000
- **Plumbing Supplies:** Matching Funds ($1,300) WCRF Request ($1,300) Total: ($2,600)
- **Installation Cost:** Matching Funds ($1,200), WCRF Request ($800) Total: $2,000
- **Administrative Costs:** Matching Funds ($4,000), WCRF Request ($0) Total: $4,000

NOTE: The WCRF does not normally fund personnel expenses, except for outside contracted services for specific projects. Personnel expenses include salaries and benefits for full and part-time employees. Capital expenses include construction or remodeling costs. Equipment expenses include machinery, tools, vehicles and appliances that are likely to remain in use for more than one year. Supplies refers to items which are consumable.

- Poured in Place Surface $105,468.00: Matching Funds ($15,000), WCRF Request ($15,000- $33,683)
- Gaga Ball Pits $1,214.00
- Jenga Sets $300.00
- Outdoor Classroom $25,500.00
- Painting $500.00
Equipment $7,429.00  
Shade Structure $10,107.00  
Other $10,000.00  

Other Funding /Matching Funds - Confirmed*  
Please enter the name of the funder and amount confirmed.  

Example:  
ABC Foundation- $5,000  
XYZ Bank- $10,000  
Cedar Rapids Community School District via Green Team Bucks- $15,000  

Confirmed Funding Documentation*  
Please combine all letters confirming the donations listed above and upload as one document here.  

*Tip: If you have more than one digital document provided by funders, you may want to print all documents, stack and scan them as one multi-page document.  

PDF  

Other Funding/Matching Funds - Projected*  
Please enter the name of the funder and amount projected.  

Example:  
ABC Foundation- $5,000  
XYZ Bank- $10,000  
True North- $5,000  
Viola Gibson PTA- $33,683  

In Kind Contributions  
Explain any "in kind" non-cash contributions, if any. Include donated time, labor, materials, etc. Note that these "in kind" contributions should not be included in the matching funds or in the Total Cost of the project.  

A local Girls Scout group is volunteering their time to paint the walking trail around the playground as well as a smaller blacktop area with fun, active, educational games. A group of parents have volunteered their time to build GaGa ball pits. A Scout Troup leader has volunteered his time to build and install a weather lab. Many more individuals are volunteering their time to assist in our fundraising efforts.  

Partial Grant Consideration*  
How will the project be affected if it receives less funding from WCRF or from other anticipated funding sources? For example, will the project be downsized, will the applicant organization increase its funding to make up the difference, would the project be canceled, would a plan to raise more private donations be implemented, etc?  

Funding for less than our requested amount would be welcomed gratefully and still be used to get to our final goal. We will continue to reach our for donors until our project can be completed in some form.
Signatures

Alternate Project Contact Name*
Eric Christoffersen

Additional Contact email*
Please add an alternate contact person in the case that the primary grant contact cannot be reached.

gibsonptapresident@gmail.com

Alternate phone contact*
Please add an alternate contact phone number in the case that the primary grant contact cannot be reached.

(319) 389-0612

Affirmation*
I hereby affirm that this application has been approved by its governing body. All data in this application are correct and true. If awarded funds by the WCRF, the Applicant will comply with WCRF guidelines and grant agreement.

I agree

Digital Signature*
Enter your full, legal name.

Sarah Deliverance Mersch

Optional Application Feedback

Application process feedback
Please provide any feedback you have on our application process. Comments here will not be considered when evaluating your grant application.
File Attachment Summary

Applicant File Uploads

- Playground Heroes Needed! (NEW).pdf
Dear Community Partner,

You can help the Viola Gibson Gators build a safer, more accessible, and (of course) more fun playground!

Viola Gibson Elementary is home to about 640 awesome kids from Cedar Rapids, Hiawatha, and Palo. Unfortunately, the playground just doesn’t meet their needs.

Wood chips wash away every time it rains, leaving the playground area muddy and unusable for days. The wood chips are also not accessible for friends with mobility challenges and neither is much of the play equipment.

The Viola Gibson PTA has taken on the challenge of raising funds to improve the playground and we need your help! We’ve been saving our pennies and enlisting the help of our friends at TrueNorth, Five Seasons Learning Centers as well as our school’s own Green Team to reach 35% of our hefty $160,000 goal to launch our campaign.

The new and improved playground will include an accessible rubber surface, added equipment, shade canopy, an outdoor classroom, and more.

We would love your help reaching 100% of our goal to build a playground where all of our Gibson Gators can thrive!

Donations of all sizes are welcomed gratefully. Those who are able to give $250 or more will be recognized with a brick paver incorporated into the playground. Gifts of $1,000, $2,500, $5,000, $10,000 and $15,000 are all eligible for naming rights on the playground.

Thank you so much for your generous support of our school and our kids!

Heather Spangler
Viola Gibson PTA
319-330-0001
CONSENT AGENDA

BA-20-112 Approval – Roof Improvements Project - Bid Package 2 - Polk AEC – Change Order #1 (Chris Gates)

Exhibit: BA-20-112.1-4

Action Item

Pertinent Fact(s):

1. Black Hawk Roofing is the contractor for this project with a contract amount of $324,750.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).

2. Black Hawk Roofing is requesting a change order in the amount of $1,967.00, for a new contract amount of $326,717.00.

   • COR #1 results from an unforeseen condition resulting in the need to add two replacement roof ladders.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Black Hawk Roofing for the Roof Improvements Project - Bid Package 2 - Polk AEC.
need 72 filters this size four times a year for seresco and VHP's
CHANGE ORDER REQUEST

Date: 8/22/2019

Project: Polk Elementary Roof Improvements

Owner Representative
Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

Subcontractor
Black Hawk Roof Co., Inc.
619 E. 19th St.
Cedar Falls, IA

The Original Contract Sum $324,750.00
Approved Change Orders $0.00

Proposed Change Orders (Pending) $1,967.00

Revised Total $326,717.00

List of Additional Work Covered Under This Change Order Request
Add two roof ladders, one from raid to upper and one from lower to mid

Owner
Print Name: Chris Gates

General Contractor
Print Name: Ryan Fazio
Polk Elementary School  
Change Order 1

Add two roof ladders, one from mid to upper and one from lower to mid.

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WALKER WELDING, LLC.
2788 Ireland Ave., NW
TIFFIN, IA 52340
626-2405
mikewalkerwelding@gmail.com

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</tr>
</tbody>
</table>

All claims and returned goods MUST be accompanied by this bill.

Payment Terms: Net 30 days, late charges will apply.

Thank You
CONSENT AGENDA

BA-20-113 Final Approval – Wilson Middle School - Concrete Replacement Project – Certificate of Substantial Completion (Rich Reysack)

Exhibit: BA-20-113.1-3

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $56,000.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on September 9, 2019.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – Wilson Middle School - Concrete Replacement Project.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Wilson Middle School Concrete Replacement

CONTRACTOR: Eggleston Concrete Contractors, Inc.

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

CONTRACT FOR: $56,000.00
CHANGE ORDERS: $ 0.00
CONTRACT TOTAL $56,000.00

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Concrete repairs and concrete replacement

The work performed under this contract has been reviewed and found to be substantially completed

No Exceptions

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

Contractor

Date

Project Supervisor

Date

Formal board action taken on September 23, 2019 accepted the project.

Board of Education Secretary ___________________________ Date ___________________________
**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO OWNER:** Cedar Rapids Community School District  
Accounting Department  
PO Box 9879  
Cedar Rapids, IA 52406

**FROM CONTRACTOR:**  
Eggelston Concrete Constructors, Inc.  
500 Tower Terrace Rd  
Cedar Rapids, Iowa 52411

**PROJECT:** Wilson Middle School Concrete Flatwork

**VIA ARCHITECT:**

---

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. **ORIGINAL CONTRACT SUM**  
   $56,000.00

2. Net change by Change Orders  
   $0.00

3. **CONTRACT SUM TO DATE** (Line 1 + 2)  
   $56,000.00

4. **TOTAL COMPLETED & STORED TO DATE**  
   (Column G on G703)  
   $56,000.00

5. **RETAINEAGE:**
   a. 5% of Completed Work  
      (Column D + E on G703)  
      $0.00
   b. 0% of Stored Material  
      (Column F on G703)  
      $0.00
   Total Retainage (Line 5a + 5b or Total in Column I of G703)  
   $0.00

6. **TOTAL EARNED LESS RETAINEAGE**  
   (Line 4 less Line 5 Total)  
   $56,000.00

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**  
   (Line 6 from prior Certificate)  
   $53,200.00

8. **CURRENT PAYMENT DUE**  
   $2,800.00

9. **BALANCE TO FINISH, PLUS RETAINEAGE**  
   $0.00

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**CHANGE ORDER SUMMARY**

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

**CONTRACTOR:**

[Signature]

Date: 7/30/2019

State of Iowa  
County of Linn  
Subscribed and sworn to before me this 30th day of July 2019

[Notary Public: Ashley Grobstich]  
My Commission expires: 01/29/2022

---

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED**

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

**ARCHITECT:**

[Signature]

Date: ____________

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

---

**Note:** 
Signatures and dates are present but are not clearly legible due to handwriting style.

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[Handwritten Notes]  
[Signatures]  
9-9-2019
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Change Order

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CONSENT AGENDA

BA-20-114  Final Approval – Polk AEC - Concrete Replacement Project - Certificate of Substantial Completion (Rich Reysack)

Exhibit: BA-20-114.1-3

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $23,100.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL. The project was substantially completed on September 9, 2019.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – Polk AEC - Concrete Replacement Project.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Polk Alternative Ed Center Concrete Replacement 2019

CONTRACTOR: Eggleston Concrete Contractors, Inc.

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

CONTRACT FOR: $23,100.00
CHANGE ORDERS: $0.00
CONTRACT TOTAL: $23,100.00

PROJECT DATE: April 17th, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Concrete repairs and concrete replacement

The work performed under this contract has been reviewed and found to be substantially completed.

No Exceptions

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

Contractor

[Signature]
Date 9/5/09

Project Supervisor

[Signature]
Date 9/9/2019

Formal board action taken on September 23, 2019 accepted the project.

Board of Education Secretary

Date September 23, 2019
APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Cedar Rapids Community School District PROJECT: Polk School Concrete
Accounting Department
PO Box 0879
Cedar Rapids, IA 52406

FROM CONTRACTOR: VIA ARCHITECT:
Eggleson Concrete Contractors, Inc.
500 Tower Terrace Rd
Cedar Rapids, Iowa 52411

CONTRACT FOR Concrete Flatwork

APPLICATION NO: 1
PERIOD TO: 07/30/2019
PROJECT NOS: PO02901

CONTRACT DATE: 04/20/2016

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

CONTRACTOR:
By: ____________________________ Date: 9/4/2019

State of: Iowa
County of: Linn
Subscribed and sworn to before me this 4th day of August 2019

Notary Public: Ashley Grobstich
My Commission expires: 01/29/2022

ARCHITECT’S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:
By: ____________________________ Date: ____________________________

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
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<th>( \text{ITEM NO.} )</th>
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<th>( \text{SCHEDULED VALUE} )</th>
<th>( \text{FROM PREVIOUS APPLICATION} )</th>
<th>( \text{THIS PERIOD} )</th>
<th>( \text{MATERIALS PRESENTLY STORED} )</th>
<th>( \text{TOTAL COMPLETED} )</th>
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CONSENT AGENDA

BA-20-115 Final Approval – McKinley Middle School - Walk-In Cooler Project - Certificate of Substantial Completion (Rich Reysack)

Exhibit: BA-20-115.1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $29,325.00 and the funding was provided by the Secure an Advanced Vision for Education Fund (SAVE). The project was substantially completed on September 10, 2019.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – McKinley Middle School - Walk-In Cooler Replacement Project.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: McKinley Middle School Walk-In Cooler-Freezer Replacement Project 2019

CONTRACTOR: Wilson Restaurant Supply

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

CONTRACT FOR: $29,325.00
CHANGE ORDERS: $0.00
CONTRACT TOTAL: $29,325.00

CONTRACT DATE: June 10th, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
To supply and install a cooler-freezer at McKinley Middle School
The work performed under this contract has been reviewed and found to be substantially completed.

No Exceptions

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

Contractor

[Signature] Wilson Restaurant Supply
Name
9/4/19 Date

Project Supervisor

[Signature] Rick Zepfa
Name
9/10/2019 Date

Formal board action taken on September 23, 2019 accepted the project.

Board of Education Secretary 9/23/2019 date

Buildings & Grounds
2500 Edgewood Rd NW • Cedar Rapids, IA 52405
Phone: (319) 558-2202 • FAX: (319) 558-2208
**Invoice**  
09/04/2019

---

**Project:**
CEDAR RAPIDS COMMUNITY SCHOOLS  
2500 EDGEWOOD RD  
CEDAR RAPIDS, IA 52405-1015

**From:**
Wilson Restaurant Supply  
Jamie Wilson  
5746 Westminster Dr.  
Cedar Falls, IA 50613-6962  
(319)277-9000  
319-277-9000 101 (Contact)

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| 1    | 1 ea| WALK IN COOLER, MODULAR, REMOTE  
Custom McKinley Middle School Walk In Cooler-Freezer Project  
5% RETAINAGE | $1,466.25 | $1,466.25 |

**ITEM TOTAL:** $1,466.25

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Acceptance: ___________________________  
Printed Name: ___________________________

Total: $1,466.25

Project Grand Total: $1,466.25

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20195401

Ok to Pay "Rachel Engl" 9-10-2019

Initial: _______

Page 1 of 1
CONSENT AGENDA

BA-20-116 Final Approval – Grant Elementary School - Concrete Replacement Project – Certificate of Substantial Completion (Rich Reysack)

Exhibit: BA-20-116.1-3

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $33,000.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on September 9, 2019.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – Grant Elementary School - Concrete Replacement Project.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Grant Elementary School Concrete Replacement

CONTRACTOR: Eggleston Concrete Contractors, Inc.

TO (OWNER):

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

CONTRACT FOR: $33,000.00
CHANGE ORDERS: $ 0.00
CONTRACT TOTAL $33,000.00

CONTRACT DATE: February 14th, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Remove and replace concrete walk and curb & gutter at Grant Elementary School.

The work performed under this contract has been reviewed and found to be substantially completed.

No Exceptions

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

Contractor

Name
[Signature]

Date 7/1/19

Project Supervisor

Name
[Signature]

Date 9/9-2019

Formal board action taken on September 23, 2019 accepted the project.

Board of Education Secretary __________________________ Date __________

September 23, 2019

Buildings & Grounds
2500 Edgewood Rd NW • Cedar Rapids, IA 52405
Phone: (319) 558-2202 • FAX: (319) 558-2208
**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO OWNER: Cedar Rapids Community School District  
PROJECT: Grant Elementary School Concrete Replace  
APPLICATION NO: 2

TO OWNER: Cedar Rapids Community School District  
PROJECT: Grant Elementary School Concrete Replace  
APPLICATION NO: 2

FROM CONTRACTOR: Eggclston Concrete Contractors, Inc.  
500 Tower Terrace Rd  
Cedar Rapids, Iowa 52411

VIA ARCHITECT:

**CONTRACT FOR Concrete Flatwork**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. **ORIGINAL CONTACT SUM**  
   $33,000.00

2. **Net change by Change Orders**  
   $0.00

3. **CONTRACT SUM TO DATE** (Line 1 + 2)  
   $33,000.00

4. **TOTAL COMPLETED & STORED TO DATE**  
   (Column G on G703)  
   $33,000.00

5. **RETAINEAGE:**  
   a. 5% of Completed Work  
   (Column D + E on G703)  
   $0.00

   b. 0% of Stored Material  
   (Column F on G703)  
   $0.00

   Total Retainage (Line 5a + 5b or  
   Total in Column I of G703)  
   $0.00

6. **TOTAL EARNED LESS RETAINAGE**  
   (Line 4 less Line 5 Total)  
   $33,000.00

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**  
   (Line 6 from prior Certificate)  
   $31,350.00

8. **CURRENT PAYMENT DUE**  
   $1,650.00

9. **BALANCE TO FINISH, PLUS RETAINAGE**  
   (Line 3 less Line 6)  
   $0.00

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<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
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<td>Total changes approved in previous months by Owner</td>
<td>$0.00</td>
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<td>Total approved this Month</td>
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<td><strong>TOTALS</strong></td>
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<tr>
<td><strong>NET CHANGES by Change Order</strong></td>
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</table>

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

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

**AMOUNT CERTIFIED**

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

**ARCHITECT:**  
By:  
Date: 6/25/2019  

Notary Public: Ashley Grobstich  
My Commission expires: 01/29/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
<table>
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<th>ITEM NO.</th>
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<th>THIS PERIOD</th>
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Change Order

|                | $33,000.00 | $33,000.00 | $0.00  | $0.00  | $33,000.00 | 100% | $0.00 | $0.00 |

AIA DOCUMENT G703

CONSENT AGENDA

BA-20-117 Annual Appointment – Board’s Representatives for the Teacher Quality Committee – 2019-2020 School Year (Rod Dooley)

Action Item

Pertinent Fact(s):

1. State law (SF 277) requires school districts to create a teacher quality committee. The committee shall have equal representation of administrators and teachers. The teacher members shall be appointed by the certified employee organization if one exists, and if not, by the school district's or agency's administration. The administrator members shall be appointed by the School Board of Directors.

2. The administration recommends the appointment of the following for the Teacher Quality Committee for 2019-2020 School Year: Rod Dooley (Chief of Equity and Learning & Leadership) as a non-voting member; Kent Ryan (Director, Culture Climate Transformation), Nick Duffy (Principal, Jackson ES), Linda Reysack (Principal, Harding MS), and Ryan Rydstrom (Director, Access and Instructional Design).

3. Per the law, the committee shall do the following:
   (1) Monitor the implementation of the requirements of statutes and administrative code provisions relating to Chapter 284, including requirements that affect any agreement negotiated pursuant to chapter 20.
   (2) Monitor the evaluation requirements of Chapter 284 to ensure evaluations are conducted in a fair and consistent manner throughout the school district.
   (3) Determine the use and distribution of the professional development funds distributed to the school district or agency as provided in section 257.9, subsection 10, or section 257.10, subsection 10, based upon school district or agency, attendance center, and individual teacher and professional development plans.
   (4) Monitor the professional development in each attendance center to ensure that the professional development meets school district or agency, attendance center, and individual professional development plans.
   (5) Ensure the agreement negotiated pursuant to Chapter 20 determines the compensation for teachers on the committee for work responsibilities required beyond the normal workday.

Recommendation:

It is recommended that the Board of Education approve the appointments of Rod Dooley, Kent Ryan, Nick Duffy, Linda Reysack, and Ryan Rydstrom as Board representative members of the Teacher Quality Committee for the 2019-2020 School Year.
CONSENT AGENDA

BA-20-118  Agreement – Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services – TAP Program (Wendy Parker)

Exhibit: BA-20-118.1-34

Action Item

Pertinent Fact(s):

1. Iowa Vocational Rehabilitation Services (IVRS) has received federal grant funds to assist eligible students in achieving employment through otherwise unavailable career services. This program is referred to as the Transition Alliance Program (TAP). The parties are entering into this contract for contractor to receive funds under the TAP program. This is a renewal of contract # 18-TAP-14.

2. The initial term of this contract is October 1, 2019-September 30, 2020, with allowable costs not to exceed $385,039.56. These costs will be split 50/50 between the District and Iowa Vocational Rehabilitation Services. The District’s costs will not exceed $192,519.78.

3. TAP services include pre-employment transition services to eligible students with an IEP or 504 plan. The School District will contact 100% of participants on an annual basis during the follow-up services until the participant reaches age 25 and/or is discharged from the TAP program.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services – TAP Program.
**CONTRACTOR CONTRACT DECLARATIONS & EXECUTION**

<table>
<thead>
<tr>
<th>Title of Contract:</th>
<th>CFDA No.</th>
<th>RFP No.</th>
<th>Contract No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transition Alliance Program</td>
<td>84.126</td>
<td>N/A</td>
<td>20-TAP-14</td>
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</table>

This Contract shall be signed by both parties before the Contractor provides any services pursuant to it. The Agency is not obligated to make payment for any services or deliverables provided by or on behalf of the Contractor before the Contract is executed by both parties. This Contract is entered into by the following parties:

**Agency of State:** (hereafter “IVRS” or “Agency”)  
Iowa Vocational Rehabilitation Services  
Cedar Rapids Community School District  
Agency Principal Address (“Notice Address”):  
510 E 12 St. Des Moines, IA 50319

**Contractor:** (hereafter “Contractor”)  
Cedar Rapids Community School District  
Contractor Principal Address (“Notice Address”):  
2575 Edgewood Road NE, Cedar Rapids, Iowa 52402

**Contractor Tax ID No. 57-024028 V#00002131356 Organized under the laws of:** State of Iowa

**Contract Information:**

<table>
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<th>Article I. Period</th>
<th>Start Date</th>
<th>End Date</th>
<th># of Yearly Extensions</th>
<th>Billing Frequency:</th>
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<td>9/30/2020</td>
<td>5</td>
<td>☐Weekly ☑Monthly ☐Quarterly ☐Other</td>
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</tr>
</tbody>
</table>

**Maximum Value of Contract & Amendments:** $385,039.56

**Amount of Insurance Coverage(s) Required:** See Section 12 Insurance  
Federal Funds Involved? Yes  
Contract Available to ☐ State Agencies ☑ School Districts

**Contract Attachments:**

- ☒ Statement of Work and Performance Measures (Exhibit A)  
- ☒ Budget (Exhibit B)  
- ☒ Reports (Exhibit C)  
- ☒ Contract Certifications  
- ☒ Minority Impact Statement with Definitions


**Agency Contract Manager:**  
Name: Mary Jackson  
Address: 510 E 12th Street  
Des Moines, IA. 50319  
Tel: (515) 418-2860  
e-mail: mary.jackson@iowa.gov

**Contractor Project Manager:**  
Name: Jodee Beck  
Address: 2575 Edgewood Road NE  
Cedar Rapids, Iowa 52402  
Tel: (319) 558-2575  
e-mail: jbeck@cr.k12.ia.us

**Agency Billing Address:**  
Name: Laura Lockard  
Address: 510 E 12th Street  
Des Moines, IA. 50319  
Tel: (515) 725-0077  
e-mail: laura.lockard@iowa.gov

**Contractor Billing Contact:**  
Name: Kelsey Teeter  
Address: 2575 Edgewood Road NE  
Cedar Rapids, Iowa 52402  
Tel: (319) 558-2575  
e-mail: kteeter@crschools.us

This Contract consists of the above information, the attached Contract including all Contract Attachments listed above and Amendments, if any (hereafter “Contract”). In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

**Agency, by:**  
Signature:  
Printed Name: David L. Mitchell  
Title: Administrator  
Date:  
**Contractor, by:**  
Signature:  
Printed Name: Laurel A. Day  
Title: Board Secretary  
Date: 9/23/2019

**Statement of Purpose:** Iowa Vocational Rehabilitation Services ("IVRS") is providing funds to Contractor for the purpose of continuing an established Transition Alliance Program ("TAP") to assist eligible students in achieving employment outcomes through the provision of otherwise unavailable career services.
TRANSITION ALLIANCE PROGRAM CONTRACTOR CONTRACT

I. **Contract Purpose.**
   A. Iowa Vocational Rehabilitation Services (IVRS) has received federal vocational rehabilitation grant funds from the United States Department of Education (Award No. H126A190020) to assist eligible students in achieving employment through the provision of otherwise unavailable career services. This program is referred to as the Transition Alliance Program (TAP).
   
   B. The parties are entering into this contract for Contractor to receive grant funds under the TAP program.

II. **Parties and Contact Information.**
   A. Iowa Vocational Rehabilitation Services (IVRS), a Division of the Iowa Department of Education, is authorized to enter into this Contract. Its address is 510 E. 12th Street, Des Moines, Iowa, 50319. IVRS's contact person for this Contract is Mary Jackson, (515) 418-2860, mary.jackson@iowa.gov.
   
   B. Cedar Rapids Community School District (Contractor) is organized under the laws of Iowa and is authorized to enter into this Contract. Its address is 2575 Edgewood Road NE, Cedar Rapids, IA 52402. Contractor's contact person for this Contract is Jodee Beck, (319) 558-2575, jbeck@cr.k12.ia.us.

III. **Term.**
   A. Term. The initial term of this Contract is from October 1, 2019 through September 30, 2020.
   
   B. Renewals. This Contract may be renewed, at IVRS’s sole discretion and subject to available funding, for up to five (5) one-year terms upon such terms and conditions as are agreed to by the parties.

IV. **Incorporation of Grant Documents.**
   A. Incorporation. This contract incorporates Contractor’s TAP grant application.
   
   B. Resolution of Inconsistencies or Conflicts. If there is any inconsistency or conflict between the specific provisions of this Contract and the TAP grant application, the parties agree that any such inconsistency will be resolved by giving preference to the specific provisions of this Contract.

V. **Statement of Work.**
   A. Services. Contractor shall perform the services as described in Exhibit A. Contractor represents and warrants that the services described in Exhibit A:
1. Are not the customary or typical services provided by Contractor to students; and
2. Are either new services with a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

B. **Changes to the Statement of Work.** Contractor shall submit proposed changes to IVRS for prior approval and may only be made in accordance with subsection 17.B of this Contract.

C. **Performance Measures.** Contractor’s performance shall comply with and conform to the terms, conditions, requirements and standards of performance as provided in this Contract including, without limitation, the performance standards regarding deliverables as provided in Exhibit A.

VI. **Compensation.**

A. **Budget.** Contractor shall operate its TAP and pay all related expenses in accordance with the budget attached to this Contract as Exhibit B. Exhibit B outlines the details of the Cash Transfer Payment Schedule. This budget will be used to determine the Cash Transfer Payment Schedule and the maximum amount reimbursed by IVRS. Contractor shall promptly notify IVRS of any line item expenditures in excess of the approved budgeted amounts and shall propose a budget reconciliation to IVRS, subject to IVRS’ approval; budget reconciliations shall require an amendment to Exhibit B. Excess line item expenditures will be paid at the sole discretion of IVRS but in all cases will be subject to the maximum compensation as provided in subsection B of this Section 6.

B. **Allowable Costs.** IVRS will reimburse Contractor for one hundred (100) percent of the allowable costs that Contractor incurs in performing the work under this Contract not to exceed $385,039.56. IVRS will not reimburse Contractor for any cost that is contrary to any restriction or limitation in the grant, 2 CFR Part 200, or any other applicable laws, rules, regulations, and policies, including State of Iowa policies. All grant funds distributed to Contractor shall be used solely for the operation of the TAP.

C. **Matching Funds for Cash Transfer.** As a condition for receiving grant funds under this contract, Contractor is obligated to provide non-federal matching funds totaling fifty (50) percent of all Contractor expenditures. With each Cash Transfer payment, Contractor shall submit supporting documentation showing the source of funds. The source of the Contractor-provided match shall not be federal funds and shall not be used to match other federal funds. If Contractor fails to provide appropriate matching funds, Contractor shall repay all unmatched federal funds within thirty (30) days from the date of written notice of non-compliance from IVRS.
D. **Invoices.** On a monthly basis, Contractor shall prepare an invoice or General Accounting Expenditure Form (GAX) and submit it within fifteen (15) business days following the end of the month. The GAX shall contain an itemization of all expenses incurred for the reporting period, which expenses shall be reported on an accrual basis. Invoices and all required supporting documentation shall comply with all applicable laws and rules concerning payments of such claims. By submitting an invoice, Contractor represents to IVRS that:

1. The expenditures identified in the invoice or GAX are within the scope of services described in Exhibit A; and
2. The costs are allowable, allocable, and reasonable in accordance with the grant, 2 CFR Part 200, and any other applicable laws, rules, regulations, and policies, including State of Iowa policies.

E. **Payment of Invoices.** IVRS will review each invoice or GAX for compliance with this Contract and applicable laws, rules, regulations, and policies. It will approve all or a portion of the amount sought in the invoice and will pay the approved amount within the time required by Iowa Code § 8A.514 and 11 Iowa Administrative Code chapter 42. If IVRS, in good faith, determines that the Contractor has failed to satisfactorily perform or deliver any service or deliverable as required by this Contract, the Contractor shall not be entitled to compensation for the service until Contractor completes satisfactory performance. In this event, IVRS may withhold that portion of the Contractor’s compensation, which represents payment for services that were not satisfactorily performed.

F. **Documentation.** Contractor shall provide and maintain supporting documentation for all expenditures incurred by it under this Contract. Supporting documentation required under this subsection shall include, without limitation, sufficient information to allow Contractor’s activities to be traced to the TAP, as required by 34 CFR § 80.20(a)(2), and to enable IVRS to verify the claimed expenditures comply with all other applicable state and federal laws and rules concerning payments of such claims. Non-compliance may result in denial of payment and shall be determined by IVRS in its sole discretion. Acceptable documentation includes, but is not limited to detailed invoices; detailed time sheets and payroll journals; detailed travel logs; detailed receipts for lodging, meals, registration, transportation, and parking expenses; and mileage logs.

G. **Payment is No Waiver.** By paying all or a portion of an invoice, IVRS does not waive its ability to challenge any reimbursement for failing to comply with this Contract later.

H. **Offset and Set Off.** If IVRS reimburses Contractor for unallowable costs or costs that otherwise fail to comply with this Contract, IVRS may offset any payments to Contractor under this Contract to recoup payment of the unallowable costs. If there are insufficient funds under this Contract to
offset, Contractor authorizes IVRS to set off overpayment from money owed Contractor by IVRS, the State, or any other agency of the State under any other contract.

I. **Availability of Funds.** All compensation is subject to the availability of state and federal funds.

J. **Prior Approval.** “Participant support costs” means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects (2 CFR §200.75). Conference is defined in 2 CFR §200.432 as a meeting, retreat, seminar, symposium, workshop, or event whose primary purpose is disseminating technical information beyond the non-Federal entity and is reasonable for successful performance of the award. Participant support costs are allowable with prior approval of the Federal awarding agency (2 CFR §§200.407(t) and 200.456). In the context of the Uniform Guidance requirements governing prior approval, a participant is a non-employee of the State VR agency who is attending the meeting, workshop, conference, seminar, symposium, or other instructional or information sharing activity. Reimbursement through IVRS for registration, travel, subsistence allowance or stipends must have prior approval through our Federal Approving Entity. No costs will be reimbursed unless IVRS receives the prior approval.

K. **Period of Performance.** The Uniform Guidance in 2 CFR 200.77 defines “period of performance” as the time during which the non-Federal entity (grantee) may incur new obligations to carry out the work authorized under the Federal award. Expenses will be obligated when approved by IVRS and applied to the budget and FFY in which they are approved and not by service date or when claimed.

VII. Monitoring.

A. **Reports and Financial Statements.** Contractor shall submit reports of program and financial activities in accordance with Exhibit C. IVRS will review the reports for completeness and to determine that the Contractor has satisfactorily performed services required by this Contract. IVRS may withhold payment for services that were not satisfactorily performed.

B. **Site visits.** At its discretion, IVRS will make visits to Contractor’s place(s) of operation to inspect and review Contractor’s physical facilities, financial records, case files, and operational policies and procedures, including but not limited to, firsthand observation of Contractor’s delivery of services and any other aspects of Contractor’s program as may reasonably be necessary to ensure compliance with this Contract.
C. **Technical Assistance.** IVRS will visit Contractor’s place(s) of operation and communicate with its staff to assist Contractor in the performance of its responsibilities pursuant to this Contract and to ensure satisfactory progress.

D. **Contacts with Staff and Clients.** IVRS may by telephone, personal contact or otherwise interview staff or clients of Contractor as necessary to ensure compliance with this Contract.

E. **Monitoring and Evaluation Reports.** Contractor shall timely furnish to IVRS reports, results of investigations, or any other information resulting from any monitoring and/or evaluation by any entity of its program and/or operations.

**VIII. Control of Staff.**

A. **Control and Supervision.** All staff provided by Contractor under this Contract will at all times be under Contractor’s direct control and supervision.

B. **Criminal History Verifications.** Contractor is solely responsible for obtaining a criminal history record check on its staff, applicants for employment or volunteers. Contractor shall develop policy and procedures for reviewing criminal arrests or convictions of staff, applicants, or volunteers.

C. **Discipline.** Contractor is solely responsible for selecting, hiring, disciplining, terminating, and compensating its staff. If IVRS believes that any of Contractor’s staff fails to perform duties in a manner that is consistent with this Contract, IVRS will notify the Contractor as soon as practicable. Contractor shall investigate the matter and, if and as appropriate, discipline, reassign, or terminate the staff. IVRS does not have authority to discipline, reassign, or terminate Contractor’s staff, but has the authority to require that a particular member of Contractor’s staff not be assigned or allowed to provide services under this Contract.

D. **Employment Costs.** Contractor will provide for and pay all employment costs of its staff including, but not limited to, workers’ compensation, unemployment insurance, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to its staff all as required by law. IVRS shall have no liability whatsoever for any such employment costs to or for the benefit of Contractor’s staff. Contractor shall provide IVRS with evidence of the payment of such benefits upon IVRS’s request.

**IX. Termination.**

A. **Immediate termination by IVRS.** IVRS may immediately and unilaterally terminate this Contract upon the occurrence of any of the following events:
1. IVRS determines that Contractor’s acts or omissions have caused, or reasonably could cause, a client’s life, health, or safety to be jeopardized or has or may expose IVRS to material liability;
2. Contractor fails to comply with any provision of this Contract providing for immediate termination;
3. IVRS, in its sole discretion, determines that Contractor made a statement, representation, warranty, or certification that is materially false, deceptive, incorrect, or incomplete; or
4. Contractor fails to comply with any applicable federal, state (including, but not limited to, Iowa Code Chapter 8F), or local law or regulation while performing under this Contract.

B. **Termination on Notice by IVRS.** Following thirty (30) days’ written notice, IVRS may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to Contractor. Following termination upon notice, IVRS will pay Contractor, upon submission of invoices and proper proof of claim, for services provided and allowable expenditures incurred under this Contract up to and including the date of termination.

C. **Termination for Cause by IVRS.** IVRS may declare Contractor to be in default of its obligations under this Contract upon the occurrence of any of the following events:
   1. Contractor fails to observe and perform any condition or obligation created by this Contract;
   2. Contractor fails to make substantial and timely progress toward performance of this Contract;
   3. Contractor’s work product and services fail to conform with the requirements of this Contract; or
   4. Contractor’s work product or services infringe on any patent, trademark, copyright, trade dress, or any other intellectual property right of any third party.

D. **Termination for Cause by Contractor.** Contractor may declare IVRS in default of its obligations under this Contract if any of the following events occurs:
   1. IVRS fails to observe and perform any condition or obligation created by this Contract; or
   2. IVRS fails to make timely payment in conformance with Iowa Code § 8A.514 (2019) of Contractor’s invoices for services performed or expenditures incurred by Contractor under this Contract.

E. **Termination by IVRS Due to Lack of Funds or Change in Law.** IVRS may terminate this Contract without penalty by giving sixty (60) days’ written notice to Contractor if any of the following occurs:
   1. The legislature or governor fails to appropriate funds sufficient to allow IVRS to operate as required and to fulfill its obligations under this Contract;
2. Funds are de-appropriated or not allocated; 
3. The federal government reduces or eliminates the federal grant; 
4. IVRS’s authorization to operate is withdrawn or there is a material alteration in the programs administered by IVRS; or 
5. IVRS’s duties are substantially modified. 

If IVRS terminates this Contract due to lack of funds or change in law, Contractor's exclusive, sole, and complete remedy is the payment for services completed and allowable expenditures incurred by Contractor prior to and including the date of termination. 

F. Contractor’s duties upon termination. When the Contractor receives IVRS’s notice of termination for any reason allowed under this Contract or if Contractor terminates this Contract under section IX.D. the Contractor shall: 
1. Immediately cease all services performed pursuant to this Contract except any services that IVRS directs Contractor to perform or complete; 
2. Comply with IVRS’s instructions for the timely transfer of any active files and related work product; and 
3. Cooperate in good faith with IVRS during the transition period between the notification of termination and the substitution of a provider, if any. 

G. Set Off. Should IVRS obtain a money judgment against Contractor as a result of Contractor’s default under this Contract, Contractor consents to such judgment being set off from moneys owed Contractor by IVRS, the State, or any other agency of the State under any other contract. 

X. Indemnification. 

A. Contractor’s Indemnification of IVRS. Contractor shall indemnify and hold the State and IVRS harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, related to or arising from: 
1. Contractor’s violation of any term of this Contract; 
2. Contractor’s negligent or wrongful acts or omissions; 
3. Contractor’s performance or attempted performance of this Contract; 
4. Contractor’s failure to comply with all applicable local, state and federal laws and regulations; or 
5. Contractor’s failure to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by Contractor to conduct business in the State. 

B. IVRS’s Indemnification of Contractor. To the extent allowed by Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669 (2019), IVRS shall indemnify Contractor and hold Contractor harmless against any and all losses, costs, damages, expenses, claims, demands,
causes of action, judgments and settlements arising out of IVRS’s negligence or wrongful acts or omissions in the performance of this Contract; provided, however, that Contractor shall remain responsible for all damages to persons or property that occurs due to Contractor’s fault, negligence, gross negligence, bad faith, fraud or other wrongful acts in the performance of this Contract.

C. **Survives Termination.** All indemnification obligations imposed by this section shall survive the expiration or earlier termination of this Contract.

**XI. Confidential Information.**

A. **Access to Confidential Data.** Contractor’s employees and agents may have access to confidential data regarding clients and applicants maintained by IVRS only to the extent necessary to carry out its responsibilities under the Contract. Contractor shall keep personal records of clients and applicants private and confidential in compliance with all applicable state and federal laws and regulations including, without limitation, state statutory requirements contained in Iowa Code Chapter 259 (2019), Iowa Code §22.1, and 281 Iowa Administrative Code 56.33. Contractor shall not disclose such information to anyone unless authorized in writing by IVRS; provided, however, that client personal information may be made available to prospective employers and the Client Assistance Program of the Division on Disabilities of the Iowa Department of Human Rights on a selective basis pursuant to a Release of Information form signed by the client or applicant. In addition, this information may be made available to persons or entities having responsibilities under the Rehabilitation Act including appropriate federal and state governmental authorities involved in the administration of the Rehabilitation Act. Clients and applicants will be allowed access to their own information unless the records or information are exempt from disclosure. Contractor shall provide to IVRS a written description of its policies and procedures to safeguard confidential information upon request. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats.

B. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law or this Contract and with the written consent of IVRS, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of IVRS. The Contractor shall return any and all data collected, maintained, created, provided, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the IVRS.

C. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the
Contractor shall promptly notify IVRS and cooperate with IVRS in any lawful effort to protect the confidential information.

D. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to IVRS any unauthorized disclosure of confidential information.

E. Survives Termination. The Contractor’s obligation to maintain confidentiality under this Contract shall survive termination of the Contract.

XII. Insurance.

A. Coverage. At its sole expense, Contractor shall maintain in full force and effect, with reputable insurance companies authorized to do business in the State, insurance of the types and in the amounts necessary to cover claims and liability arising out of its performance or failure to perform its obligations under this Contract. The insurance policies shall remain in full force and effect for the entire term of this Contract, including any renewal terms, and shall not be canceled or changed except after thirty (30) days’ written notice to IVRS.

B. Claims Provisions. All insurance policies required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or the expiration of the policy.

C. Certificates of Insurance. Contractor shall submit a certificate of insurance evidencing insurance coverage to IVRS for approval prior to implementation of the Contract.

D. No limitation of liability. IVRS’s acceptance of the insurance certificates shall not relieve Contractor nor operate as a waiver of any obligation imposed by this Contract.

XIII. Project Management and Reporting.

A. Project Managers. At the time of execution of this Contract, Contractor will designate, in writing, a project manager to serve until the expiration of this Contract or the designation of a substitute project manager. The on-site project manager for IVRS is the IVRS supervisor assigned to the local IVRS office. During the term of this Contract, the project managers will be available to meet as required to plan and review Contractor’s services and performance under this Contract.

1. Ongoing Communications. The Contractor project manager will communicate frequently with the IVRS counselor assigned to the TAP program to discuss Contractor’s progress and performance of its responsibilities under this Contract.

2. Problem Resolution. When a problem is identified by either party that affects the satisfactory performance of the Contract, both
parties may recommend alternative courses of action or changes to resolve the problem. The parties will then develop a Plan of Action to address resolution of the problem. The Plan of Action shall set forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. The Plan of Action shall be included in the Quarterly Progress Report under Problems or Delays. The Plan of Action shall also identify:

a. Any event not within the control of Contractor or IVRS that accounts for the problem;
b. Any damages incurred as a result of any party’s failure to perform its obligations under this Contract; and
c. Any request or demand for services by one party that another party believes is not included within the terms of this Contract.

3. Project Problem Reporting Requirements. A party’s acceptance of a problem report does not relieve any party of any obligation imposed by this Contract. A party’s failure to identify a problem does not waive performance of any obligation imposed under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall constitute valid notice.

B. Review Meetings and Status Reports. The project managers will meet at a minimum quarterly to discuss Contractor’s performance. The results of the discussions will be included in Contractor’s Quarterly Report.

XIV. Fiscal procedures.

A. Contractor’s accounting system. Contractor represents that its accounting system is adequate to comply with this Contract.

B. Audit Exceptions. If an authorized federal or state audit takes exception to the services provided under this Contract for which federal or state reimbursement has been paid, Contractor shall refund the reimbursement if the audit exception is due solely to the Contractor’s error. If the audit exception is due solely to the IVRS’s error, IVRS shall be responsible for the reimbursement. If the audit exception is a joint responsibility, the parties will work together to achieve an equitable resolution.

XV. Compliance with Laws and Audit Requirements.

A. General. Contractor shall comply with all applicable federal, state, and local laws and regulations when performing services under this Contract. Contractor assures that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Contract, and including, without
limitation, applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended.

B. **Compliance with Nondiscrimination in Employment.** The Contactor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contactor, its employees, agents, and subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g, Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State’s written request, the Contactor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibilities plans and policies as required under Iowa Administrative Code chapter 11-121.

The Contactor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

Notwithstanding anything in this Contract to the contrary, Contractor’s failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for the future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

C. **Compliance with Audit Requirements.** Contractor shall comply with the organizational audit requirements of 2 CFR Part 200. Contractor shall give the State, the United States Comptroller General, and the U.S. Department of Education, through any authorized representative, access to and the right to examine all records, books, papers, or documents, in
whatever format, related to this Contract, Copies shall be provided at no cost to the state or United States representatives.

D. **Procurement.** Contractor shall use procurement procedures that comply with all applicable, federal, state and local laws and regulations.

**XVI. Assurances.**

A. **Rehabilitation Services.** Contractor assures that the services it provides under this Contract, as more fully described in Exhibit A, are not the customary or typical services provided by Contractor to students, but are either new services with a vocational rehabilitation focus or existing services that have been modified, adapted, expanded, or reconfigured to have a vocational rehabilitation focus.

B. **Professional Practices.** Contractor assures that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as IVRS notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to IVRS, such that the services are rendered in the above-specified manner, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse IVRS for any fees or compensation paid to Contractor for the unsatisfactory services.

**XVII. Contract Administration.**

A. **Independent Contractor.** The status of Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither Contractor nor its employees shall be considered employees of IVRS or the State of Iowa for federal or state tax purposes. IVRS will not withhold taxes on behalf of Contractor.

B. **Amendments.** The parties may from time to time amend this Contract provided the amendment is in writing and signed and dated by both parties.

C. **Third-Party Beneficiaries.** This Contract has no third party beneficiaries; it benefits only IVRS and Contractor.

D. **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event
any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa, or Federal District Court for the Southern District of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including sovereign immunity in state or federal court, which may be available to IVRS or the State of Iowa.

E. **Use of Third Parties.** All subcontracts must receive prior approval from the IVRS Contract Manager and are subject to cost-sharing requirements. Contractor shall remain responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of Contractor under this Contract shall also apply to the subcontractors and Contractor shall be solely responsible for ensuring compliance with the terms of this Contract. IVRS shall have the right to request, for good cause, the removal of a subcontractor from the Contract.

F. **Integration.** This Contract, including the grant documents and all exhibits, attachments and certifications, represents the entire agreement between the parties and none of the parties are relying on any representations that may have been made that are not included in this Contract.

G. **Obligations Beyond the Term of this Contract.** This Contract shall remain in full force and effect to the end of the specified term or until terminated according to its terms. All obligations of the parties incurred or existing under this Contract as of the expiration, termination, or cancellation will survive the termination of this Contract.

H. **Supersedes former agreements.** This Contract supersedes all prior contracts or agreements between IVRS and Contractor for the services provided under this contract.

I. **Waiver.** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

J. **Notices.** Whenever this Contract requires a party to send notice or other communication to the other party, the notice must be in writing and must be delivered personally; sent by certified or registered mail, postage prepaid; or sent by reputable overnight courier, to the signing representatives at the Notice Addresses as provided on the Declarations and Executions page of this Contract. A notice sent pursuant to this subsection is effective on the day of personal delivery; three (3) days after the date of mailing; or the next business day after placement with the overnight courier.

K. **Severability.** If a court of competent jurisdiction determines that any provision of this Contract is invalid or unenforceable, such a
determination will not affect the validity or enforceability of any other part or provision of this Contract.

L. **Record retention and access.** Contractor shall comply with federal record retention rules and regulations including but not limited to 34 CFR § 80.42 (2019). Contractor shall, at a minimum:

1. Retain all records pertinent to the Contract or any other related award, including financial, statistical, or other pertinent records, and supporting documentation, for a period of at least three (3) years after the original submittal by IVRS of the final expenditure report (closeout) for that funding period to the federal Department of Education, Rehabilitation Services Administration, the awarding agency;

2. Retain all records of non-expendable property for a period of at least three (3) years after final disposition of property;

3. Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three (3) years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in (1) above shall apply;

4. Retain all records pertinent to applicants, eligible applicants, participants, employees, and applicants for employment for a period of not less than three (3) years from the close of the program year. Such records must be maintained as whole record system;

5. Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint;

6. Retain all records beyond the required retention period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit, or claim has been resolved or the required retention period, whichever period is longer.

Contractor shall permit the Auditor of the State or any authorized representative of the State, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of Contractor relating to any documentation or materials pertaining to this Contract. Contractor shall not impose a charge for audit or examination of Contractor’s books and records. Pursuant to 34 CFR § 80.42, the rights of access shall last as long as the records are retained and are not limited to the required period of retention.

M. **Obligations Beyond Contract Term.** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of IVRS and Contractor
incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

N. **Certifications.** Concurrent with the execution of this Contract, Contractor shall execute the Contract Certifications attached to this Contract and incorporated into the Contract.

O. **Electronic Signatures.** Pursuant to Iowa Code Chapter 554D, the Uniform Electronic Transactions Act (2019), the parties agree to the use of electronic signatures relating to this Contract.

P. **Attribution.** Contractor agrees to acknowledge the sponsorship of IVRS with respect to any public statement, press release, news item, or publication related to a program funded entirely or in part with funds from IVRS. Contractor further agrees to identify the role of IVRS with respect to any individual highlighted or publicized by or through Contractor, when such individual is an IVRS job candidate.
Exhibit A
(Cash Transfer)

Statement of Work and Performance Measures

INTRODUCTION

The Transition Alliance Program (TAP) develops and implements a new pattern of service to youth with disabilities. TAP services are provided through a service coordination model with a goal of obtaining competitive integrated employment and successful IVRS closure (status 26) for eligible youth.

TAP does not replace existing education or transition services to youth that are mandated under the Individual with Disabilities Education Act (IDEA). While the School District may assign personnel who provide services covered by the IDEA to provide services under this Contract, the School District must carefully separate and document the hours and services provided by such personnel under the TAP program.

Contractor (also referred to as “School District”) shall provide year-round TAP services solely to: (i) youth with disabilities who are eligible and actively receiving vocational rehabilitation services or Pre-Employment Transition Services (Pre-ETS) to Potentially Eligible (PE) students on an IEP or covered under the provisions of section 504; and (ii) applicants for IVRS services, however the services for applicants will be limited to diagnostic and assessment services to determine eligibility to receive IVRS services and Pre-ETS activities to all applicants and Potentially Eligible individuals. An applicant may receive access to other TAP services after IVRS has: (i) determined the applicant is eligible for vocational rehabilitation services; (ii) removed the applicant from the waiting list using the order of selection priority as provided in the State Plan; and (iii) notified the School District.

CONTRACTOR DUTIES AND RESPONSIBILITIES

TAP staff will document all services that are delivered and provide the necessary documentation to IVRS in accordance with the performance measures. The following are the Pre-ETS Required and Coordinated Activities that TAP staff are required to provide to high school students with disabilities based on the student’s individualized needs:

Pre-ETS Required Activities

- **Job Exploration Counseling** - counseling to assist the student with a disability to learn and understand: the demands of the workforce, types of jobs available and skill requirements needed to perform essential functions of the job, and job exploration experiences so the student with a disability can make an informed choice regarding their vocational goal both in selection, training and
preparation for that goal

- **Work-Based Learning Experiences** - in-school or after school opportunities or experiences that are outside the traditional school setting that is provided in an integrated environment to the maximum extent possible, including internships

- **Counseling on Opportunities** - counseling on how to enroll in comprehensive transition or post-secondary educational programs at institutions of higher education and what should be considered in the decision-making regarding the post-secondary training environment including disability supports, course of study related to the program, etc.

- **Workplace Readiness Training** - designed to develop social skills and independent living skills in order to demonstrate the work ethic, attitudes, and behaviors for a competitive integrated employment environment

- **Self-Advocacy Instruction** - training, instruction and counseling on self-advocacy skill development and may include establishing opportunities for peer mentoring

**Pre-ETS Coordinated Activities**

- Attending IEP meetings
- Working with employers to develop work opportunities for students such as: internships, summer employment, paid/unpaid work experiences
- Working with school staff to coordinate Pre-ETS activities
- Attending person-centered planning meetings for individuals receiving social security benefit

The following are the Pre-ETS Authorized Activities that TAP staff can provide to support IVRS with improving the transition of students with disabilities from school to postsecondary education or an employment outcome:

**Pre-ETS Authorized Activities**

1. Implement effective strategies that increase independent living and inclusion in their communities and competitive integrated workplaces
2. Develop and improve strategies for individuals with intellectual and significant disabilities to live independently, participate in postsecondary education experiences, and obtain and retain competitive integrated employment
3. Provide training to vocational rehabilitation counselors, school transition staff, and others supporting students with disabilities
4. Disseminate information on innovative, effective, and efficient approaches to implement Pre-ETS
5. Coordinate activities with transition services provided by local educational agencies under IDEA
6. Apply evidence-based findings to improve policy, procedure, practice, and the
preparation of personnel
7. Develop model transition demonstration projects
8. Establish or support multi state or regional partnerships involving State, LEAs, VR agencies, developmental disability agencies, private businesses, or other participants
9. Disseminate information and strategies to improve the transition to postsecondary activities of members of traditionally unserved and underserved populations

Performance Measures:
1. Case notes will be completed directly into the IRSS Interface within five working days.
2. All TAP staff will complete a Personal Activity Report (PAR) to track their time when completing contractor activities, including Pre-ETS activities, contract activities, and non-contract activities as applicable.
3. A minimum of 60% of staff time will be used for providing Pre-ETS Required and Coordinated Activities.

Contractor shall provide services in the following three core areas. All services to be provided hereunder shall be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus.

I. Core Area 1: Referral and Eligibility Services

A. School District Responsibilities
1. Potentially Eligible (PE): All students on an IEP or covered under the provisions of section 504 are considered PE. While a student is PE they can receive all Pre-ETS activities before applying for services. If a student is identified as needing more intensive services, the TAP Staff or IVRS Staff will recruit the student to apply for services.
2. Refer potential applicants to IVRS.
3. Provide any existing assessment or diagnostic information from school records to IVRS.
4. After IVRS notifies the School District that a student is on the waiting list, TAP is only able to provide Pre-ETS activities until the student is released from the waiting list.
5. Update IRSS Interface.

B. Performance Measures
1. The School District shall maintain the number of potential applicants referred to IVRS based on the referral number established during the baseline year or from the previous Federal Fiscal Year (FFY) that the performance measure was met.
2. TAP will provide Pre-ETS activities to PE students and VR eligible students on the waiting list.
3. Documentation requirements for the PE must be followed.
C. **IVRS Counselor Responsibilities**

1. Complete intake on applicants referred to IVRS by TAP staff.
2. Gather medical and psychological information on an applicant to determine eligibility. Use rubric in schools when appropriate for the student.
3. Provide diagnostic and assessment services for applicants while awaiting IVRS eligibility determination, if appropriate.
4. Inform the School District and the applicant of IVRS’ eligibility decision and, if applicable, waiting list category.

II. **Core Area 2: Individualized Plan for Employment**

The primary goal of TAP is for youth to be employed in competitive integrated employment by the time they have completed their TAP services. To achieve this goal, the School District will implement the IPE for each eligible student. The services to be provided by the School District include, without limitation:

A. **School District Responsibilities**

1. Participate in Individual Education Program (IEP) meeting to train students on self-advocacy skills.
2. Provide input to the IVRS Counselor and the student to assist in the preparation of the Individualized Plan for Employment (IPE) by the IVRS counselor. The IPE will identify available types of jobs for the TAP student and provide a good match between job opportunities and the student’s choices, interests, and abilities. The IPE will then outline the services and training that the student will need to work and live in the community after high school.
3. Develop, maintain and record partnerships with local businesses to create employment opportunities for eligible students and update the Business Services website with this information.
4. Collaborate and provide Pre-ETS activities that assists eligible students to obtain and retain employment.

**Job exploration counseling offered by the School District:**

- IEP assessments
- K-Navigator
- Small group work with instructional trainers
- School counselors are available for additional counseling when requested
- The school offers a variety of career technical education courses
- The school partners with Kirkwood’s Workplace Learning Connection to offer job shadows, internships, guest speakers, etc.

**New and expanded job exploration counseling provided by TAP:**
• TAP may provide supplemental and individualized job shadows, informational interviews, and guest speakers to assist students in exploring a variety of career options
• TAP staff may connect students with partner agencies and outside resources that assist with career exploration
• TAP staff may encourage and assist students in career planning
• TAP staff may support students with individualized career planning by providing various interest inventories, self-evaluations, skill inventories, preference inventories, etc.
• TAP staff may provide guidance and counseling on labor market information, qualifications, employer expectations, skills required, etc.
• TAP staff may provide information and guidance regarding on-the-job training opportunities
• TAP staff may provide additional interest inventories to students followed by individualized review of information and labor market information in their interest areas

Work-based learning experiences provided by the School District:

• The school partners with Kirkwood Community College for the Workplace Learning Connections that connects business and education in work-based learning activities for students. This program offers job shadows internships, and various career events.
• Each high school provides differentiated opportunities for students to participate in work experience opportunities at discretion of the IEP team

New and expanded work-based learning experiences provided by TAP:

• TAP staff may support participation in the Workplace Learning Connections program to ensure involvement and access
• TAP staff may recommend student participation in the work experience class in collaboration with the IEP team and student
• TAP staff will collaborate with the Work Experience Facilitator to monitor student progress and identify supports needed to obtain and maintain competitive paid employment
• TAP staff may observe and meet with students on job or training sites to evaluate progress
• TAP staff may consult and assist Work Experience Facilitator to develop enhanced training sites that are individualized to student interests, provide the opportunity to gain competitive work skills, and align with current labor market information
• TAP staff may maintain relationships with employers to support expansion of paid employment opportunities
• TAP staff may support students in accessing volunteer opportunities as appropriate
• TAP staff may provide instructional training to students who require additional supports in the work setting
• TAP staff may assist employers with workplace accommodations necessary for students to maintain employment

Counseling on Opportunities offered by the School District:

• Juniors are provided the opportunity to take the pre-ACT and seniors are provided the opportunity to take the ACT
• Counseling staff are available to assist seniors in post-secondary planning
• Counselors offer linkages and information on the financial aid process and getting ready for college
• Students have the opportunity to visit Kirkwood Community College
• A variety of college representatives and other training program representatives visit the high schools
• Support to develop a 4-year career and academic plan is available to all students
• Students have the opportunity to participate in dual enrollment classes and obtain college credit

New and expanded counseling on opportunities provided by TAP:

• TAP staff may provide guidance and counseling to support students in gathering information and making informed decisions regarding post-secondary plans
• TAP staff may support students with identifying, gathering information, and applying for non-traditional training opportunities
• TAP staff may encourage and guide team discussion around CTE classes, dual enrollment opportunities, and other educational training opportunities available
• TAP staff may arrange individualized tours of post-secondary training options
• TAP staff may actively participate in team meetings to offer information about post-secondary options
• TAP staff may provide guidance and counseling to educate students on disability support services, supports in IEP and ADA, and accessing necessary services
• TAP staff may assist students with completing paperwork for post-secondary training that includes applications, accommodations, placement tests, etc.
• TAP staff will link students with iCAN to complete FAFSA

Workplace readiness training offered by the School District:

• Instructional trainers may work with students to assist with the job application process
• Students with IEP services may receive specially designed instruction focused on employability skills such as appropriate workplace behaviors, social skills, hygiene, attendance, or other areas as determined by the IEP team
• Soft skills training may occur in directed studies classes based on needs listed in the IEP for students in the area of working
Many core, elective and CTE courses incorporate aspects of work readiness training into the curriculum and course objectives. School-based therapists and guidance counselors are available for individualized support with this area per student request.

New and expanded workplace readiness training offered by the TAP:

- TAP may help students complete job search activities such as applications, resumes, cover letters, and follow-up calls.
- TAP may provide students support with new employee orientation/onboarding.
- TAP may assist students with developing interview skills.
- TAP may discuss job descriptions and work expectations with students and assist students in understanding positions they are considering for application.
- TAP may provide individualized services to support the development of appropriate 21st century skills and behaviors for workplace success.
- TAP may support the development of financial literacy skills through group and individualized activities.
- TAP may provide individualized transportation training and consult on transportation options/supports in order for students to access paid employment.
- TAP may support the development of independent living skills as related to work readiness and employability.
- TAP may support students’ learning in the area of communication skills by providing assistance with learning to use internet/technology to obtain and maintain employment.

Self-advocacy instruction offered by the School District:

- Self-Advocacy training is available to all students through school counselors.
- The school has a youth leadership program available to students that offers opportunities for self-advocacy training.
- Self-Advocacy training is provided to students within the IEP process, based on IEP team recommendations.

New and expanded self-advocacy instruction offered by the TAP:

- TAP staff may partner with school counselors to provide individual self-advocacy training.
- TAP staff may work with the IEP team to provide more individualized self-advocacy training and support the student’s participation in the IEP process.
- TAP staff may provide guidance and education to support students in better understanding their disability, identifying independence, developing stronger self-awareness, and utilizing self-determination strategies.
- TAP staff may provide guidance and support to students with goal setting, evaluating options, knowing how and being able to ask for help, problem solving, and planning their future.
- TAP staff may educate students on identifying and understanding ADA,
accommodations, rights and responsibilities

- TAP staff may provide guidance and support to assist students in accessing necessary accommodations for the workplace
- TAP staff may connect students with mentoring opportunities as appropriate

5. Provide students with supported short term paid work experiences.
6. Provide short-term instructional training when needed.
7. Place students in occupations that match their stated employment goal in their IPE.
8. Provide supported employment services utilizing the IVRS supported employment services process (if the student’s needs are beyond what TAP is able to provide, the student will be discharged from TAP and referred to a Community Rehabilitation Provider [CRP] for services).
9. Provide short-term job coaching to students that require on-the-job supports to be successful in maintaining employment.
10. Provide assistance to students and employers to address and resolve any work-related behaviors.
11. Update IRSS Interface and Business Services website within five working days.

B. School District Performance Measures
   1. The TAP will maintain or increase the number of 26 closures from the prior year.
   2. At least 50% of TAP students will obtain paid work experience while in high school.
   3. 100% of employed (status 26) TAP students will earn at least minimum wage.
   4. At least 50% of employed (status 26) TAP students will earn above minimum wage.
   5. The TAP will have at least a 10% annual increase in the number of businesses that participate in partnership activities.

C. IVRS Counselor Responsibilities
   1. Develop and maintain partnerships with local businesses to create employment opportunities for students.
   2. Provide guidance and counseling services to TAP students.
   3. Provide disability consultation services to School District and employers.
   4. Determine when TAP student’s employment is stabilized and close IVRS case.

III. Core Area 3: Follow-along and Follow-up Services

Follow-along services are services provided that are designed to assure that the participant remains successfully employed and achieves a successful transition after rehabilitation (Status 26 closure). Follow-up services are at least annual contacts made by the School District with the individual after the follow-along services are completed and until the individual reaches age 25. The services to be provided by the School District include, without limitation:

A. School District Responsibilities
   1. Make, at a minimum, quarterly contact with the TAP participant for a period of one year after Status 26 closure.
   2. Make, at a minimum, annual contacts with the TAP participant during follow-up
services until the participant reaches age 25 and/or is discharged from the program.
3. During follow-along and follow-up contacts, identify and provide any support services needed for the TAP participant to maintain or advance in employment.
4. Refer the TAP participant to adult agency service providers for new or additional services the participant may need.
5. Refer the participant back to IVRS if intensive, comprehensive services are needed.
6. Update IRSS Interface within five working days.

B. School District Performance Measures
1. The School District will contact 100% of participants receiving follow-along services on a quarterly basis during the first year after status 26 closure.
2. The School District will contact 100% of participants on an annual basis during follow-up services until the participant reaches age 25 and/or is discharged from the program.

C. IVRS Counselor Responsibilities.
1. Provide disability consultation services to School District as needed.
2. Provide post-employment services as appropriate.

(End of Exhibit A)
Exhibit B
ANNUAL BUDGET
Budget for FFY2020

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<tr>
<td>Cell Phone</td>
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<tr>
<td>Conference/Training (capped@ $5,000)</td>
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<td><strong>Cash Transfer Total</strong></td>
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</tr>
<tr>
<td><em>See Cash Transfer Payment Schedule</em></td>
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</tr>
</tbody>
</table>

*Cash Transfer Payment Schedule:
Payment is due on the 28th of each month, starting 10/28/19 in the amount of $19,251.98. The payment amount is the Cash Transfer Amount divided into 10 equal monthly installments. The last payment is due 7/28/20. If entire budget is not expended a refund may be due to the Contractor. If the adjustment to the Cash Transfer Amount is $5 or less, no refund will be due to the Contractor. If an increase in the budget is needed, an additional Cash Transfer Amount due is applicable.

Budget Narrative

**Salaries:** This budget line consists of the salary for 5 positions: 1 Facilitator, 3 Specialists, and 1 Job Coach. IVRS will only reimburse for the time the TAP employees devote to the TAP—this will be determined by the Personnel Activity Reports which will be completed at least monthly. This expense will be documented with Personnel Activity Reports, payroll journals, printouts from district accounting system, etc.

**Fringe benefits:** This budget line consists of employer share of several fringe benefits for the TAP employees. The fringe benefits in this agreement are as follows: FICA/Medicare, IPERS, health insurance, life insurance, single-dental insurance, and long-term disability for the TAP employees. Payroll documentation including payroll journals, job description, and employment contract will be available to support all salary and fringe benefit costs charged to this agreement.

**Travel:** This budget line consists of mileage, meals, lodging, and other various travel expenses associated with the TAP. Mileage, meals and lodging will be claimed at current rates, and will not exceed state rates. Detailed travel documentation will be kept for mileage and receipts will be kept for lodging, registrations, and travel expenses including meals. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. travel for required, coordination, etc.) based on the reason for the travel.
**Materials & Supplies:** This budget line consists of instructional supplies, office expenses, equipment, printing, computer, etc. All supply costs will be directly related to this agreement and invoices will be kept to document cost. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. supplies for required, coordination, etc.) based on the use of the supply.

**Cell Phone:** This budget line consists of costs associated with one cell phone used for this project. This is a phone which is owned by Cedar Rapids Community Schools and issued to the staff. IVRS will not be charged for the purchase of the phones themselves. This expense will be documented with monthly invoices.

**Conference/Training:** This budget line consists of costs associated with attending conferences or training of the staff. Registration receipts, lodging, meal & other receipts and documentation required. Prior Approval is required for related costs for trainings and conferences (see Section VI. Compensation-J.) Please refer to the Prior Approval process or contact IVRS Financial for further guidance. This budget line is capped at $5,000. Documentation should include an agenda for the training, which categorizes the sessions you plan to attend to show the corresponding activity from the PAR (i.e. session for required, coordination, etc.) based on the description of the session.

**Federal Indirect Cost Rate:** This budget line consists of indirect costs associated with the contract at the Contractor’s federally approved indirect cost rate, which is 10.58%.

**Notification of Staff Changes:**
Please contact IVRS Financial and the contract manager as major staff changes occur. Please include the temporary plan for meeting the needs of this contract, who will cover those duties, an estimated timeframe for temporary change, permanent plan for replacement, and possible impact on the budget. Documentation required for your claim may change due to the staff changes.

**Miscellaneous:**
Additional documentation may be requested upon review of claims submitted in order to make sure costs are allowable, allocable and reasonable.

*(End of Exhibit B)*
Exhibit C
REPORTS

A. QUARTERLY PROGRESS REPORT

1. Overview
Contractor shall submit a Quarterly Progress Report in which it will describe Transition Alliance Program (TAP) services and operations, participant characteristics, and outcomes achieved during the quarter. The quarters are based on the federal fiscal year, October 1-September 30.

2. Quarterly Report Format
IVRS Resource Manager will provide the Quarterly Report template to the Contractor to be used for the entire FFY. All four quarters will be reported on the same document along with IVRS Analysis/Recommendations for each quarter.

3. Due Date and Submission
Quarterly Progress Reports are due within five working days after the end of the quarter (January 8, April 7, July 8, and October 7). Contractor shall submit reports to the IVRS Resource Manager via electronic mail. Signatures and certification may be provided by electronic signature or in portable document format (PDF). Hard copies of the progress reports or attachments to it will not be accepted without the approval of the IVRS Resource Manager.

4. Content
   a. The Contract Financial Contact will be required to fill in this area based on the approved budget contained in the Contract, indicate if the Contractor is within budget and provide a report of expenditures for the reported period. If over budget, indicate by how much, the reasons why and the impact this will have on the project. Also, indicate the plan for addressing and remedying any actual or anticipated budget shortfalls. Changes to the Statement of Work due to budget considerations or changes in strategy must be approved by IVRS.
   b. Primary Tasks: Provide the updated Quarterly Progress Report, which describes the work completed during the reporting period. Include or attach supporting documents or information as needed.
   c. Problems or Delays: Describe any unexpected problems encountered and the impact or possible impact on overall performance of the Contract.
   d. Performance Measures: Provide all performance measures as required in Exhibit A for the quarter and year-to-date.

B. YEAR END SUMMARY REPORT

1. Overview
Contractor shall submit a summary report at the end of the federal fiscal year in which it provides a description of the activities undertaken in performance of the Contract during the previous year, including examples of specific achievements and outcomes. The Contractor shall provide information demonstrating substantial progress in achieving the objectives of TAP and data that assists IVRS in demonstrating the usefulness and effectiveness (including cost-effectiveness) of TAP. Continued funding
of TAP is contingent upon the satisfactory completion of the prior year’s activities, including meeting the performance measures as provided in the Quarterly Progress Reports. Any performance measure not met at FFY will require a corrective action plan.

2. **Due Date and Submission**
   Year End Summary Report will be found within the Quarterly Progress Report for 4th Quarter and is due October 7, 2020. Contractor shall submit the report to the IVRS Resource Manager via electronic mail. Signatures may be provided by electronic signature or in portable document format (PDF). Hard copies of the reports or attachments to it will not be accepted without the approval of the IVRS Resource Manager.

(End of Exhibit C)
CONTRACT CERTIFICATIONS

Certification of Compliance with the Pro-Children Act of 1994

Contractor shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

Contractor further agrees that the above language will be included in any sub-awards that contain provisions for children’s services and that all subcontractors shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Contractor certifies as follows:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, State of Iowa, or IVRS with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2. Contractor shall provide immediate written notice to the person to whom this document is submitted if at any time Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this document is submitted for assistance in obtaining a copy of those regulations.

4. Contractor agrees by submitting this document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by IVRS or the agency with which this transaction originated.

5. Contractor further agrees by submitting this document that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed
for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the IVRS or the agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

9. Contractor certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal IVRS or agency.

10. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this document.

**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Certification Regarding Drug Free Workplace**

Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a drug-free awareness program to inform employees about: a.) the dangers of drug abuse in the workplace; b.) the employer's policy of maintaining a drug-free workplace; c.) any available drug counseling, rehabilitation, and employee assistance programs; and d.) the penalties that may be imposed upon employees for drug abuse violations.

3. Requiring that each employee undertaking activities under this Contract be given a copy of the statement required by paragraph 1. above.

4. Notifying the employee in the statement required by paragraph 1. that as a condition of employment under this Contract, the employee will: a.) abide by the terms of the statement, and b.) notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction;

5. Notifying IVRS within ten (10) days of receiving notice from an employee of that employee's criminal drug conviction;

6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 41 U.S.C. § 703; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1. through 6., above.
Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii), take appropriate personnel action against such employee up to and including termination, or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Contractor certifies that the above certifications are true and accurate, and Contractor has caused a duly authorized representative to execute these Contract Certifications concurrently with the underlying Contract.
Minority Impact Statement

Pursuant to Iowa Code § 8.11 (2013), all grant applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the state’s mechanism to require grant applicants to consider the potential impact of the grant project’s proposed program on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).

☐ The proposed grant project programs or policies could have a disproportionate or unique positive impact on minority persons.

Describe the positive impact expected from this project
Indicate which group is impacted:
   ___ Women
   ___ Persons with a Disability
   ___ Blacks
   ___ Latinos
   ___ Asians
   ___ Pacific Islanders
   ___ American Indians
   ___ Alaskan Native Americans
   ___ Other

☐ The proposed grant project programs or policies could have a disproportionate or unique negative impact on minority persons.

Describe the negative impact expected from this project

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:
   ___ Women
   ___ Persons with a Disability
   ___ Blacks
   ___ Latinos
   ___ Asians
   ___ Pacific Islanders
   ___ American Indians
   ___ Alaskan Native Americans
   ___ Other

☐ The proposed grant project programs or policies are not expected to have a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

______________________________________________________  ________________________________
Signature and Title                                      Date

_____________________________  ________________________________
, Board Secretary                                      September 23, 2019
Definitions

“Minority Persons”, as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

“Disability”, as defined in Iowa Code Section 15.102, subsection 5, paragraph “b”, subparagraph (1):

b. As used in this subsection:

(1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

(a) Homosexuality or bisexuality.
(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
(c) Compulsive gambling, kleptomania, or pyromania.
(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

“State Agency”, as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.
CONSENT AGENDA

BA-20-119 Final Approval ~ Kennedy High School -Masonry Repairs Project ~ Certificate of Substantial Completion (Chris Gates)

Exhibit: BA-20-119.1-3

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $165,519.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 27, 2019.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District ~ Kennedy High School - Masonry Repairs Project.
## Certificate of Substantial Completion

### PROJECT: (name and address)
CRCS 2019-20 Masonry Repairs - Kennedy High School
1115 Wenig Road NE, Cedar Rapids, Iowa 52402

### CONTRACT INFORMATION:
Contract For: CRCS 2019-20 Masonry Repairs - Kennedy High School
Date: 03.13.2019

### CERTIFICATE INFORMATION:
Certificate Number: 01
Date: 08.23.2019

### OWNER: (name and address)
Cedar Rapids Community School District
Education Leadership Support Center
2500 Edgewood Road NE
Cedar Rapids, IA 52405

### ARCHITECT: (name and address)
Solum Lang Architects
1101 Old Marion Road NE
Cedar Rapids, IA 52402

### CONTRACTOR: (name and address)
Technical Specialty Systems
1115 Wenig Road NE
Cedar Rapids, Iowa 52402

The Work identified below has been reviewed and found, to the Architect’s best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Complete Project

<table>
<thead>
<tr>
<th>Solum Lang Architects</th>
<th>Jeffrey J Portman - Architect</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCHITECT (Firm Name)</td>
<td>SIGNATURE</td>
</tr>
<tr>
<td></td>
<td>PRINTED NAME AND TITLE</td>
</tr>
</tbody>
</table>

### DATE OF SUBSTANTIAL COMPLETION
08.23.2019

### WARRANTIES
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

### WORK TO BE COMPLETED OR CORRECTED
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

See Attached Punchlist

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ten (10) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $1,000

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner’s and Contractor’s legal and insurance counsel should review insurance requirements and coverage.)

### The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

<table>
<thead>
<tr>
<th>Technical Specialty Systems</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR (Firm Name)</td>
<td>PRINTED NAME AND TITLE</td>
</tr>
<tr>
<td>Cedar Rapids Community School District</td>
<td>DATE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNER (Firm Name)</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laurel A. Day, Board Secretary</td>
<td>PRINTED NAME AND TITLE</td>
</tr>
</tbody>
</table>

9/23/2019
APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: CEDAR RAPIDS COMMUNITY SCHOOLS
PROJECT: KENNEDY HIGH SCHOOL MASONRY RESTORATION REPAIRS 2019

FROM CONTRACTOR: TECHNICAL SPECIALTY SYSTEMS
VIA ARCHITECT: SOLOM LANG ARCHITECTS
CONTRACT FOR: 2019-07-01 MASONRY 9A 52405
CEDAR RAPIDS, IA 52405

CONTRACTOR’S APPLICATION FOR PAYMENT

Application is made for payment, as shown below. In connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $165,519.00
2. Net change by Change Orders $0
3. CONTRACT SUM TO DATE (Line 1 + 2) $165,519.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) $165,519.00
5. RETAINAGE:
   a. % of Completed Work $0
      (Columns D + F on G703)
   b. % of Stored Material $0
      (Column F on G703)
   Total Retainage (Line 5a + 5b or $0
      Total in Column I of G703)
6. TOTAL EARNED LESS RETAINAGE $165,519.00
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT $157,243.05
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE $8,275.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE $0
   (Line 3 less Line 6)

CHANGE ORDER SUMMARY

<table>
<thead>
<tr>
<th>CHANGE ORDER SUMMARY</th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total changes approved in previous months by Owner</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total approved this Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NET CHANGES by Change Order</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

CONTRACTOR: TECHNICAL SPECIALTY SYSTEMS
By: Kei сторайчер Кеа Номет
Date: 8-23-2019
State of Iowa
County of Linn
Subscribed and sworn to before me this 23rd day of August, 2019
Notary Public
Kei сторайчер Кеа Номет
12-13-20

ARCHITECT’S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $8,275.95

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

ARCHITECT: Kei сторайчер Кеа Номет
By: Kei сторайчер Кеа Номет
Date: 9/16/2019

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

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.
# AIA Document G703™ – 1992

## Continuation Sheet

AJA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

* Denotes amounts in the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>TEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED</th>
<th>MATERIALS PRESENTLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (D+E+F)</th>
<th>% (G+C)</th>
<th>BALANCE TO FINISH (C - G)</th>
<th>RETAINAGE (IF VARIABLE RATE)</th>
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<td>0</td>
<td>750</td>
<td>100</td>
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<td>5,769</td>
<td>100</td>
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</table>

**Total: 165,519**

**Note:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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CONSENT AGENDA

BA-20-120 Stipulation of Substitute Teacher Pay - 2019-2020 School Year (Linda Noggle)

Action Item Roll Call

Pertinent Fact(s):

1. Several school districts in the metropolitan area work together to secure the services of substitute teachers using Sub Central which is housed at Grant Wood AEA and funded by member districts.

2. In order to work cooperatively, pay rates for day-to-day subs are requested to be the same for all Sub Central schools. This year, human resources officials from Sub Central schools are recommending the following rates: $15.25/hour for a full day and $15.75/hour for less than 4 hours in a day. This will be a .25 cent increase this year.

3. Long term substitute teachers are those who work at least eleven consecutive days in the same assignment. The users of Sub Central have not agreed upon a standard pay rate for long-term subs. The Cedar Rapids Community School District’s payment for long-term subs is a flat rate of $20.00/hour for teachers who have 0 – 10 years’ experience and $28.00/hour for teachers who have 11 and above years of experience. We are not recommending an increase for the long-term sub rates this year.

Recommendation:

It is recommended the Board of Education approve the Stipulation of Substitute Teacher Pay for the 2019-2020 School Year including the salary rates for day-to-day and long-term substitute teachers.
CONSENT AGENDA


Exhibit: BA-20-121.1-12

Action Item

Pertinent Fact(s):

1. In addition to the existing shared 28E Agreement for the Iowa BIG program, the proposed Sharing Agreements between the Cedar Rapids Community School District, College Community School District, Linn Mar Community School District, and Alburnett Community School District is for shared personnel pursuant to Iowa Code Section 280.15.

2. The Agreements are for cooperative sharing of the Iowa BIG Human Resource Administrator and Curriculum Coordinator. Breakdown of services provided is 31% to each Cedar Rapids, Linn Mar, and College Community, along with 7% to Alburnett Schools.

Recommendation:

It is recommended that the Board of Education approve the Agreements between the Cedar Rapids Community School District, College Community School District, Linn Mar Community School, and Alburnett Community School District for Shared Personnel Services pursuant to Iowa Code Section 280.15.
SHARED PERSONNEL AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
ALBURNETT COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the Alburnett Community School District (Alburnett):

WHEREAS, Cedar Rapids and Alburnett seek a cooperative arrangement to share the services of a Human Resources Administrator; and

WHEREAS, Cedar Rapids and Alburnett are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Cedar Rapids and Alburnett believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a human resource position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids’ Board of Directors and Alburnett’s Board of Directors agree as follows:

1. Trace Pickering (Pickering) is contracted to provide services as a human resource administrator during the 2019-20 school year for Cedar Rapids. Pickering will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Pickering an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.

2. Pickering’s services as a human resources administrator will be shared by Cedar Rapids with Alburnett. The details of Pickering’s assignment between Cedar Rapids and Alburnett will be determined jointly by Cedar Rapids and Alburnett and Pickering’s duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and Alburnett that Pickering will provide services as a human resources administrator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to Alburnett for seven percent (7%) of his contracted time. Cedar Rapids and Alburnett recognize that demands in either district may fluctuate and agree to provide Pickering reasonable discretion as to where work days are served. The services Pickering provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Pickering’s performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids’ personnel policies and practices shall apply to and govern Pickering’s conduct and performance.

3. Cedar Rapids’ annual cost to employ Pickering (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and seven percent (7%) of this total shall be billed to Alburnett. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to Alburnett in January and in June of each year of this Agreement. Alburnett will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.

4. Cedar Rapids and Alburnett each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
5. At any time Pickering’s employment with Cedar Rapids is terminated, this Agreement will be terminated and Alburnett shall not be obligated to pay any more than seven percent (7%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Pickering.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and Alburnett and cannot be amended except by an agreement in writing signed by Cedar Rapids and Alburnett.

8. Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Cedar Rapids’s and Alburnett’s respective officers on the dates as hereinafter stated.

________________________________________   ____________________  
President, Board of Directors      Date  
Cedar Rapids Community School District

________________________________________   ____________________  
President, Board of Directors      Date  
Alburnett Community School District
SHARED PERSONNEL AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
ALBURNETT COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the Alburnett Community School District (Alburnett):

WHEREAS, Cedar Rapids and Alburnett seek a cooperative arrangement to share the services of a Curriculum Coordinator; and

WHEREAS, Cedar Rapids and Alburnett are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Cedar Rapids and Alburnett believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a curriculum coordinator position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids’ Board of Directors and College’s Board of Directors agree as follows:

1. Shawn Cornally (Cornally) is contracted to provide services as a curriculum coordinator during the 2019-20 school year for Cedar Rapids. Cornally will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Cornally an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.

2. Cornally’s services as a curriculum coordinator will be shared by Cedar Rapids with Alburnett. The details of Cornally’s assignment between Cedar Rapids and Alburnett will be determined jointly by Cedar Rapids and Alburnett and Cornally’s duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and Alburnett that Cornally will provide services as a curriculum coordinator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to Alburnett for seven percent (7%) of his contracted time. Cedar Rapids and Alburnett recognize that demands in either district may fluctuate and agree to provide Cornally reasonable discretion as to where work days are served. The services Cornally provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Cornally’s performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids’ personnel policies and practices shall apply to and govern Cornally’s conduct and performance.

3. Cedar Rapids’ annual cost to employ Cornally (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and seven percent (7%) of this total shall be billed to Alburnett. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to Alburnett in January and in June of each year of this Agreement. Alburnett will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.

4. Cedar Rapids and Alburnett each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
5. At any time Cornally’s employment with Cedar Rapids is terminated, this Agreement will be terminated and Alburnett shall not be obligated to pay any more than seven percent (7%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Cornally.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and Alburnett and cannot be amended except by an agreement in writing signed by Cedar Rapids and Alburnett.

8. Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Cedar Rapids’s and Alburnett’s respective officers on the dates as hereinafter stated.

________________________________________   ____________________
President, Board of Directors      Date
Cedar Rapids Community School District

________________________________________   ____________________
President, Board of Directors      Date
Alburnett Community School District
SHARED PERSONNEL AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
COLLEGE COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the College Community School District (College):

WHEREAS, Cedar Rapids and College seek a cooperative arrangement to share the services of a Human Resources Administrator; and

WHEREAS, Cedar Rapids and College are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Cedar Rapids and College believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a human resource position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids’ Board of Directors and College’s Board of Directors agree as follows:

1. Trace Pickering (Pickering) is contracted to provide services as a human resource administrator during the 2019-20 school year for Cedar Rapids. Pickering will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Pickering an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.

2. Pickering’s services as a human resources administrator will be shared by Cedar Rapids with College. The details of Pickering’s assignment between Cedar Rapids and College will be determined jointly by Cedar Rapids and College and Pickering’s duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and College that Pickering will provide services as a human resources administrator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to College for thirtyone percent (31%) of his contracted time. Cedar Rapids and College recognize that demands in either district may fluctuate and agree to provide Pickering reasonable discretion as to where work days are served. The services Pickering provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Pickering’s performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids’ personnel policies and practices shall apply to and govern Pickering’s conduct and performance.

3. Cedar Rapids’ annual cost to employ Pickering (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and thirtyone percent (31%) of this total shall be billed to College. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to College in January and in June of each year of this Agreement. College will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.

4. Cedar Rapids and College each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
5. At any time Pickering’s employment with Cedar Rapids is terminated, this Agreement will be terminated and College shall not be obligated to pay any more than thirty-one percent (31%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Pickering.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and College and cannot be amended except by an agreement in writing signed by Cedar Rapids and College.

8. Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Cedar Rapids’s and College’s respective officers on the dates as hereinafter stated.

________________________________________   ____________________
President, Board of Directors      Date
Cedar Rapids Community School District

________________________________________   ____________________
President, Board of Directors      Date
College Community School District
This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the College Community School District (College):

WHEREAS, Cedar Rapids and College seek a cooperative arrangement to share the services of a Curriculum Coordinator; and

WHEREAS, Cedar Rapids and College are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Cedar Rapids and College believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a curriculum coordinator position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids’ Board of Directors and College’s Board of Directors agree as follows:

1. Shawn Cornally (Cornally) is contracted to provide services as a curriculum coordinator during the 2019-20 school year for Cedar Rapids. Cornally will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Cornally an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.

2. Cornally’s services as a curriculum coordinator will be shared by Cedar Rapids with College. The details of Cornally’s assignment between Cedar Rapids and College will be determined jointly by Cedar Rapids and College and Cornally’s duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and College that Cornally will provide services as a curriculum coordinator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to College for thirtyone percent (31%) of his contracted time. Cedar Rapids and College recognize that demands in either district may fluctuate and agree to provide Cornally reasonable discretion as to where work days are served. The services Cornally provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Cornally’s performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids’ personnel policies and practices shall apply to and govern Cornally’s conduct and performance.

3. Cedar Rapids’ annual cost to employ Cornally (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and thirtyone percent (31%) of this total shall be billed to College. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to College in January and in June of each year of this Agreement. College will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.

4. Cedar Rapids and College each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
5. At any time Cornally’s employment with Cedar Rapids is terminated, this Agreement will be terminated and College shall not be obligated to pay any more than thirty-one percent (31%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Cornally.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and College and cannot be amended except by an agreement in writing signed by Cedar Rapids and College.

8. Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Cedar Rapids’s and College’s respective officers on the dates as hereinafter stated.

__________________________________________________________________________   ________________
President, Board of Directors Date
Cedar Rapids Community School District

__________________________________________________________________________   ________________
President, Board of Directors Date
College Community School District
This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the Linn-Mar Community School District (Linn-Mar):

WHEREAS, Cedar Rapids and Linn-Mar seek a cooperative arrangement to share the services of a Human Resources Administrator; and

WHEREAS, Cedar Rapids and Linn-Mar are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Cedar Rapids and Linn-Mar believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a human resource position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids’ Board of Directors and Linn-Mar’s Board of Directors agree as follows:

1. Trace Pickering (Pickering) is contracted to provide services as a human resource administrator during the 2019-20 school year for Cedar Rapids. Pickering will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Pickering an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.

2. Pickering’s services as a human resources administrator will be shared by Cedar Rapids with Linn-Mar. The details of Pickering’s assignment between Cedar Rapids and Linn-Mar will be determined jointly by Cedar Rapids and Linn-Mar and Pickering’s duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and Linn-Mar that Pickering will provide services as a human resources administrator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to Linn-Mar for thirtyone percent (31%) of his contracted time. Cedar Rapids and Linn-Mar recognize that demands in either district may fluctuate and agree to provide Pickering reasonable discretion as to where work days are served. The services Pickering provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Pickering’s performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids’ personnel policies and practices shall apply to and govern Pickering’s conduct and performance.

3. Cedar Rapids’ annual cost to employ Pickering (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and thirtyone percent (31%) of this total shall be billed to Linn-Mar. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to Linn-Mar in January and in June of each year of this Agreement. Linn-Mar will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.

4. Cedar Rapids and Linn-Mar each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
5. At any time Pickering’s employment with Cedar Rapids is terminated, this Agreement will be terminated and Linn-Mar shall not be obligated to pay any more than thirtyone percent (31%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Pickering.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and Linn-Mar and cannot be amended except by an agreement in writing signed by Cedar Rapids and Linn-Mar.

8. Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Cedar Rapids’s and Linn-Mar’s respective officers on the dates as hereinafter stated.

________________________________________   ____________________  
President, Board of Directors      Date  
Cedar Rapids Community School District

________________________________________   ____________________  
President, Board of Directors      Date  
Linn-Mar Community School District
This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the Linn-Mar Community School District (Linn-Mar):

WHEREAS, Cedar Rapids and Linn-Mar seek a cooperative arrangement to share the services of a Curriculum Coordinator; and

WHEREAS, Cedar Rapids and Linn-Mar are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Cedar Rapids and Linn-Mar believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a curriculum coordinator position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids’ Board of Directors and Linn-Mar’s Board of Directors agree as follows:

1. Shawn Cornally (Cornally) is contracted to provide services as a curriculum coordinator during the 2019-20 school year for Cedar Rapids. Cornally will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Cornally an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.

2. Cornally’s services as a curriculum coordinator will be shared by Cedar Rapids with Linn-Mar. The details of Cornally’s assignment between Cedar Rapids and Linn-Mar will be determined jointly by Cedar Rapids and Linn-Mar and Cornally’s duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and Linn-Mar that Cornally will provide services as a curriculum coordinator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to Linn-Mar for thirtyone percent (31%) of his contracted time. Cedar Rapids and Linn-Mar recognize that demands in either district may fluctuate and agree to provide Cornally reasonable discretion as to where work days are served. The services Cornally provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Cornally’s performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids’ personnel policies and practices shall apply to and govern Cornally’s conduct and performance.

3. Cedar Rapids’ annual cost to employ Cornally (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and thirtyone percent (31%) of this total shall be billed to Linn-Mar. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to Linn-Mar in January and in June of each year of this Agreement. Linn-Mar will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.

4. Cedar Rapids and Linn-Mar each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
5. At any time Cornally’s employment with Cedar Rapids is terminated, this Agreement will be terminated and Linn-Mar shall not be obligated to pay any more than thirtyone percent (31%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Cornally.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and Linn-Mar and cannot be amended except by an agreement in writing signed by Cedar Rapids and Linn-Mar.

8. Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Cedar Rapids’s and Linn-Mar’s respective officers on the dates as hereinafter stated.

President, Board of Directors  
Cedar Rapids Community School District  

________________________________________   ____________________  
Date  

President, Board of Directors  
Linn-Mar Community School District  

________________________________________   ____________________  
Date
CONSENT AGENDA

BA-20-122  Agreement - Cedar Rapids Community School District and Matthew 25 - 2019-2020 School Year (Adam Zimmermann/Stephanie Neff)

Exhibit: BA-20-122.1-9

Action Item

Pertinent Fact(s):

1. Matthew 25 will provide hands-on learning and coaching/consultation services to increase school connectedness, math, science, and health literacy skills for students through garden enrichment and nutrition education strategies at Cedar River Academy at Taylor, Van Buren Elementary, Hoover Elementary, and Hiawatha Elementary Schools.

2. CRCSD will provide necessary space and innovation funding in the total amount of $7,920 to support services provided. An additional $3,000 will be funded by the Iowa Nutrition Network School Grant Program.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Matthew 25 for the 2019-2020 School Year.
AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND MATTHEW 25
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS

THIS AGREEMENT is made and entered into on the 23rd day of September 2019, by and between the Cedar Rapids Community School District (the “District”) and Matthew 25. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide content area expertise and nutrition education to support Iowa Core 21st Century Health Literacy Standards through the coordination of resources and other joint and cooperative action between the District and Matthew 25 to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from October 1, 2019 to August 31, 2020. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Matthew 25 agrees to the following:

A. Type/Location of Services

Provide services at Hiawatha Elementary, Hoover Elementary, Cedar River Academy at Taylor, and Van Buren Elementary as indicated in Attachment A, Scope of Services.

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

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

C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.

E. Submit quarterly invoices in conjunction with outcomes reports in January, April, and June detailing services provided.

F. **Matthew 25** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of Matthew 25. The employees of Matthew 25 shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

G. **Matthew 25** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. Matthew 25 shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.

**The DISTRICT agrees to the following:**

A. Ensure a collaborative approach between building staff and Matthew 25 staff to leverage resources needed to support best outcomes and learning for students.

B. Space on school grounds to develop the school garden with access to water, as agreed upon by District’s Buildings and Grounds Department, the Principal of the building, and Matthew 25 staff.

C. Execute a Data Sharing Agreement (if applicable)

D. Identify output and outcome measures and develop a reporting mechanism and intervals for data reports as appropriate.

E. Facilitate a regular meeting to review data, identify and address trends, and/or coordinate direction and alignment between District goals and agency practices.
F. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.

G. Disburse funding in the amount of $10,920 within 45 days of receipt of an invoice, outcomes report, and necessary supporting documentation.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, Matthew 25 will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with liability insurance limits as follows:

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate (other than Prod/Comp Ops Liability)</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**
   Combined Single Limit for Bodily Injury and Property Damage $1,000,000 per accident
   - Please list the Cedar Rapids Community School District as an Additional Insured
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

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

   Workers’ Compensation
   Limits
   
   Employer’s Liability – Bodily Injury By Accident $100,000 each accident
   Employer’s Liability – Bodily Injury by Disease $500,000 policy limit
   Employer’s Liability – Bodily Injury by Disease $100,000 each employee
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. **Umbrella Liability:**

   Per Occurrence $1,000,000
   Aggregate $1,000,000
   - Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
   - Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. **Professional Liability:**

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

   B. The District will indemnify and hold harmless Matthew 25 from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

   C. Matthew 25 will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, Matthew 25 negligence or willful misconduct in the performance of its duties under this Agreement.
5. ADMINISTRATION

A. No separate legal or administrative entity shall be created by this Agreement. The Executive Director of Equity shall be designated as the administrator of the Agreement.

B. The site advisory group (Cedar Rapids Farm to School Steering Committee) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.

C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

A. Matthew 25 is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by Matthew 25 may involve the presence of the Matthew 25 employees or volunteers upon the real property of the schools of the District.

B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. Matthew 25 further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

C. Matthew 25 hereby certifies that no one who is an owner, operator or manager of Matthew 25 has been convicted of a sex offense against a minor. Matthew 25 further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

E. In signing this Acknowledgment and Certification, the person signing on behalf of Matthew 25 hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.
7. NON-DISCRIMINATION ASSURANCE

A. Matthew 25 will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

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

   a. Failure to make substantial and timely progress toward performance of the Agreement.
   b. Failure of the party's work product and services to conform with any specifications noted herein.
   c. Any other breach of the terms of this agreement.

B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

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

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

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

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:
<table>
<thead>
<tr>
<th><strong>Adam Zimmermann</strong></th>
<th><strong>Clint Twedt-Ball</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director of Middle Level Learning and Community Partnerships</td>
<td>Executive Director Matthew 25</td>
</tr>
<tr>
<td>Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-4261 <a href="mailto:azimmermann@crschools.us">azimmermann@crschools.us</a></td>
<td>Matthew 25 201 3rd Ave. SW Cedar Rapids, IA 52404 (319) 362-2214 <a href="mailto:clint@hub25.org">clint@hub25.org</a></td>
</tr>
</tbody>
</table>

**Cedar Rapids Community School District**

By: __________________________________

Board Secretary

Date: ______________________________

**September 23, 2019**

**Matthew 25**

By: __________________________________

Executive Director

Date: ______________________________
APPENDIX A
SCOPE OF SERVICES

Provide services that support nutrition education and school garden engagement including:

- Hands-on garden programming in the CRA at Taylor gardens (outdoor and indoor) to all students Pre-K through 5th grade.
  - Programming will include gardening, hydroponics and pollinator habitat.
  - As a result of participation, students will better understand environmental sustainability and where their food comes from.
  - Matthew 25 staff will lead groups 3 days/week during Tiger Time, averaging five hours of direct student contact per week.
  - Matthew 25 staff will maintain the school garden throughout the year and during the summer

- Iowa Nutrition Network School Grant Farm to School Initiative hands-on local foods programming for 3rd grade students at CRA at Taylor, Van Buren Elementary, Hoover Elementary, and Hiawatha Elementary.
  - Two "taste tests" of local foods in the cafeteria
  - Two or three garden-based hands-on lessons at each building that align with math, science and/or wellness curriculum
APPENDIX B
OUTCOME MEASURES

The following outcome measures will be reported to the district prior to the 15th of January (for services provided October-December), the 15th of April (for services January-March), and the 15th of July (for services provided October-June):

- Names of students served
- Names of staff coached/trained to integrate hands-on garden education into the curriculum
- Data to demonstrate improved student understanding of sustainability, food systems, and gardening practices
- Data to demonstrate increased staff capacity to integrate hands-on garden education into the curriculum
CONSENT AGENDA

BA-20-123 Agreement – Cedar Rapids Community School District and Iowa State University Extension and Outreach Linn County – 2019-2020 School Year
(Adam Zimmermann/Stephanie Neff)

Exhibit: BA-20-123.1-8

Action Item

Pertinent Fact(s):

1. Iowa State University Extension and Outreach Linn County will provide nutrition education in fourteen elementary buildings with funding from the Iowa Nutrition Network School Grant Program (INNSGP) administered through the Iowa Department of Public Health in the amount of $72,000.

2. CRCSD will provide necessary space, coordination, and fiscal oversight of the program to support Iowa Core 21st Century Health Literacy Standards at the Elementary level.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Iowa State University Extension and Outreach Linn County for the 2019-2020 School Year.
AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND IOWA STATE UNIVERSITY EXTENSION AND OUTREACH LINN COUNTY
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS

THIS AGREEMENT is made and entered into on the 23rd day of September 2019, by and between the Cedar Rapids Community School District (the “District”) and Iowa State University Extension and Outreach Linn County (ISUEO). The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide social skills development and referral services through the coordination of resources and other joint and cooperative action between the District and ISUEO to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from October 1, 2019 to September 30, 2020. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

ISUEO agrees to the following:

A. Provide services at Garfield Elementary, Grant Elementary, Grant Wood Elementary, Harrison Elementary, Hoover Elementary, Johnson STEAM Academy, Kenwood Leadership Academy, Cedar River Academy at Taylor, Van Buren Elementary, Cleveland Elementary, Arthur Elementary, Hiawatha Elementary, Nixon Elementary and Wright Elementary as indicated in Attachment A, Scope of Services.

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

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

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

D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
E. **ISUEO** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **ISUEO**. The employees of the **ISUEO** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

F. **ISUEO** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **ISUEO** shall return any and all data collected, maintained, created or used in the course of the performance of the Agreement in whatever form it is maintained. **ISUEO** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.

G. **ISUEO** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence (generally for more than five consecutive work days). For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.

H. Submit monthly invoices and supporting documentation including detailed expenditures electronically by the 10th of each month (See ATTACHMENT B).

The DISTRICT agrees to the following:

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

B. Execute a Data Sharing Agreement (if applicable)

C. Identify required output and outcome measures and develop a reporting mechanism for data reports as appropriate.

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

E. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
F. Disburse funding in the total annual amount of $72,000 within 45 days of receipt of an electronic invoice.

4. INSURANCE AND INDEMNIFICATION

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

1. **Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:**
   - General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
   - Products/Completed Operations Aggregate $2,000,000
   - Personal & Advertising Injury Liability $1,000,000
   - Each Occurrence $1,000,000
   - Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
   - Governmental Immunities Endorsement should also be included covering:
     a) Non-waiver of Government Immunity
        - The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
     b) Claims Coverage
        - The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
     c) Assertion of Government Immunity
        - The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
     d) Non-Denial of Coverage
        - The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
     e) No Other Change in Policy
        - The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**
   - Combined Single Limit for Bodily Injury and Property Damage $1,000,000 per accident
   - Please list the Cedar Rapids Community School District as an Additional Insured
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
3. **Workers Compensation and Employer’s Liability**

**Workers’ Compensation**

State Statutory Limits

- Employer’s Liability – Bodily Injury By Accident: $100,000 each accident
- Employer’s Liability – Bodily Injury by Disease: $500,000 policy limit
- Employer’s Liability – Bodily Injury by Disease: $100,000 each employee

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

4. **Umbrella Liability:**

| Type          | Limit          
<table>
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<tr>
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<tbody>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

5. **Professional Liability:**

| Type          | Limit          
<table>
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<tbody>
<tr>
<td>Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

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

5. **ADMINISTRATION**

A. No separate legal or administrative entity shall be created by this Agreement. The Executive Director of Equity shall be designated as the administrator of the Agreement.

B. The site advisory group, **Cedar Rapids Farm to School Steering Committee**, shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.

C. No separate budget shall be established in connection with this Agreement.
6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

A. ISUEO is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by ISUEO may involve the presence of the ISUEO employees or volunteers upon the real property of the schools of the District.

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

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

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

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

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

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

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

a. Immediately terminate the Agreement without additional written notice; or,

b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

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

9. CONTACT PERSON

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

<table>
<thead>
<tr>
<th>Adam Zimmermann</th>
<th>Ann Torbert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director of Middle Level</td>
<td>4-H Youth Development Specialist/SWITCH Program</td>
</tr>
<tr>
<td>Learning and Community Partnerships</td>
<td>Coordinator</td>
</tr>
<tr>
<td>Cedar Rapids Community School District</td>
<td></td>
</tr>
<tr>
<td>2500 Edgewood Rd NW</td>
<td>383 Collins Rd NE Suite 201</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52405</td>
<td>Iowa State University Extension and Outreach –</td>
</tr>
<tr>
<td>(319) 558-4261</td>
<td>Linn County</td>
</tr>
<tr>
<td><a href="mailto:azimmermann@crschools.us">azimmermann@crschools.us</a></td>
<td>Cedar Rapids, IA 52402</td>
</tr>
</tbody>
</table>

Cedar Rapids Community School District

By: __________________________________________
    Board Secretary
Date: September 23, 2019

Iowa State University Extension and Outreach Linn County

By: __________________________________________
    Executive Director
ATTACHMENT A
SCOPE OF WORK

Provide Farm-to-School activities as outlined in the FY20 Iowa Nutrition Network School Grant Program (INNSGP) proposal including the following:

- Direct and provide oversight of FoodCorps members who work collaboratively with building staff to support gardens, implement cafeteria taste tests, and integrate nutrition education into the curriculum
- Provide monthly Pick A Better Snack lessons in K-2 classrooms
- Coordinate with the Fresh Fruit and Vegetable Program
- Promote the Summer Food Service Program
- Implement parent engagement strategies
- Support integration of garden education in the curriculum
- Offer nutrition education out of school time (i.e. after school/early release)
ATTACHMENT B
IOWA NUTRITION NETWORK SCHOOL GRANT PROGRAM

- Iowa Department of Public Health or its duly authorized representative will have access, for the purpose of audit and examination, any document papers, time sheets, and records of the ISUEO pertinent to the activities of the INNSGP. These will be submitted to CRCSD with monthly invoices.
- Any activities related to the INNSGP will meet provisions in the contract between CRCSD and Iowa Department of Public Health, which was approved by the Board of Education on 08/26/19, or in subsequent amendments.
- Expenses for the INNSGP will only be accepted for the time period October 1, 2019 through September 30, 2020 based on the following budget:

<table>
<thead>
<tr>
<th>Expense</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nutrition Coordinator</td>
<td>2.5 hours/week</td>
<td>$4,000</td>
</tr>
<tr>
<td>Nutrition Educators</td>
<td>25 hours/week at 10 buildings</td>
<td>$29,000</td>
</tr>
<tr>
<td>FoodCorps Service Members</td>
<td>20 hours/week at 4 buildings</td>
<td>$15,000</td>
</tr>
<tr>
<td>Travel and Supplies</td>
<td>Educational materials, mileage, cooler bags, books, seeds, soil, plant markers, compost bins, starter plants, etc.</td>
<td>$19,000</td>
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<tr>
<td>PSE Farm to School</td>
<td>Garden education for 3rd graders in 4 buildings</td>
<td>$1,000</td>
</tr>
<tr>
<td>Indirect</td>
<td>Seven percent</td>
<td>$4,000</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$72,000</strong></td>
</tr>
</tbody>
</table>
CONSENT AGENDA

BA-20-124 Activity Fund Agreed Upon Procedures Engagement Letter with RSM US LLP
(David Nicholson)

Exhibit: BA-20-124.1-7

Action Item

Pertinent Fact(s):

As requested by the Board of Education, the Activity Fund Engagement letter was prepared by RSM US LLP for the agreed upon procedures related to the Fall Activity Fund review of financial activity to be conducted at all secondary schools and Kingston Stadium. These procedures are aligned with District established cash management procedures.

Recommendation:

It is recommended that the Board of Education approve the Activity Fund agreed upon procedures engagement letter with RSM US LLP,
September 9, 2019

Board of Education and Audit Committee
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

Attention: Dave Nicholson, Executive Director—Business Services

This letter is to explain our understanding of the arrangements for, and the nature and limitations of, the services we are to perform for Cedar Rapids Community School District (the District) with respect to certain records and transactions of the Student Activity Funds for each middle school, high school, and Kingston Stadium during the period from August 1, 2019 to October 31, 2019. The specific procedures to be performed are included as an attachment to this letter.

Engagement Services
Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Because the procedures included in the attachment to this letter do not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the specific elements, accounts or items referred to in our report or on the financial statements of the District taken as a whole.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed to the District’s Audit Committee.

Our report will contain a statement that it is intended solely for the use of the District and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Should you desire that others be added to our report as specified parties, please contact us as it will be necessary to obtain their agreement with respect to the sufficiency of the procedures for their purpose.

Our report will also contain a paragraph pointing out that if we had performed additional procedures or if we had conducted an audit in accordance with generally accepted auditing standards, matters in addition to any findings that may result from the procedures performed might have come to our attention and been reported to you.

The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the procedures were not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. However, we will communicate to management, the Board of Education and the Audit Committee any significant deficiencies or material weaknesses that become known to us during the course of the engagement.
District’s Responsibilities
The sufficiency of the procedures included in the attachment is solely the responsibility of the District. We make no representation regarding the sufficiency of the procedures described above, either for the purpose for which these services have been requested or for any other purpose. Management is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the Student Activity Funds that is free from material misstatement, whether due to fraud or error.

In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

The District agrees that it will not include our reports, or otherwise make reference to us, in any public or private securities offering without first obtaining our consent. Any request to consent is also a matter for which separate arrangements will be necessary. After obtaining our consent, the District also agrees to provide us with printer’s proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed. In the event our auditor/client relationship has been terminated when the District seeks such consent, we will be under no obligation to grant such consent or approval.

Because RSM US LLP will rely on the District and its management and those charged with governance to discharge the foregoing responsibilities, the District holds harmless and indemnifies RSM US LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District’s management that has caused, in any respect, RSM US LLP’s breach of contract or negligence. This provision will survive termination of this letter.

Records and Assistance
If circumstances arise relating to the condition of the District’s records, the availability of appropriate evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets that, in our professional judgment, prevent us from completing the engagement or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the District’s books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Sherry Luskey, Accounting Manager. The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report.
Cedar Rapids Community School District
September 9, 2019
Page 3

Fees, Costs and Access to Documentation
Our fees for the services described above are based upon the value of the services performed and the
time required by the individuals assigned to the engagement. Our fees for the services provided in this
letter will not exceed $3,950, including report processing, travel, meals, and fees for services from other
professionals and a charge of 5% of fees for all other expenses, including indirect administrative
expenses such as technology, research and library databases, communications, photocopying, postage
and clerical assistance. We will submit our bill for services promptly upon rendering the special report.
Billings are due upon submission.

When an engagement has been suspended at the request of management, the Board of Education or the
Audit Committee and work on that engagement has not recommenced within 120 days of the request to
suspend our work, RSM US LLP may, at its sole discretion, terminate this arrangement letter without
further obligation to the District. Resumption of work following termination may be subject to our client
acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this
arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement
letter will no longer apply. In order for RSM US LLP to recommence work, a new arrangement letter would
need to be mutually agreed upon and executed.

In the event we are requested or authorized by the District or are required by government regulation,
subpoena or other legal process to produce our documents or our personnel as witnesses with respect to
our engagements for the District, the District will, so long as we are not a party to the proceeding in which
the information is sought, reimburse us for our professional time and expenses, as well as the fees and
expenses of our counsel, incurred in responding to such requests.

From time to time and depending upon the circumstances, we may use third-party service providers to
assist us in providing professional services to you. In such circumstances, it may be necessary for us to
disclose confidential client information to them. We enter into confidentiality agreements with all third-
party service providers, and we are satisfied that they have appropriate procedures in place to prevent
the unauthorized release of your confidential information to others. In addition, we may provide financial
information you have provided to us in connection with this engagement for purposes of creating
benchmarking data to be used by RSM US LLP professionals and other clients. This benchmarking data
is aggregated with data from a minimum of five other entities so that users of the data are unable to
associate the data with any single entity in the database.

Our professional standards require that we perform certain additional procedures on current and previous
years’ engagements whenever a partner or professional employee leaves the firm and is subsequently
employed by or associated with a client. Accordingly, the District agrees it will compensate RSM US LLP
for any additional costs incurred as a result of the District’s employment of a partner or professional
employee of RSM US LLP.

Claim Resolution
The District and RSM US LLP agree that no claim arising out of services rendered pursuant to this
arrangement letter shall be filed more than the earlier of two years after the date of the report issued by
RSM US LLP or the date of this arrangement letter if no report has been issued. In no event shall either
party be liable to the other for claims of punitive, consequential, special or indirect damages. RSM US
LLP’s liability for all claims, damages and costs of the District arising from this engagement is limited to
the amount of fees paid by the District to RSM US LLP for the services rendered under this arrangement
letter.
Information Security—Miscellaneous Terms
RSM US LLP is committed to the safe and confidential treatment of the District’s proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District’s information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

RSM US LLP may terminate this relationship immediately in its sole discretion if RSM US LLP determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or RSM US LLP’s client acceptance or retention standards, or if the District is placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, the District or its affiliates is placed on a verified sanctioned person list, in each case, including but not limited to lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union or any other relevant sanctioning authority.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Electronic Signatures and Counterparts
Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.
Cedar Rapids Community School District
September 9, 2019
Page 5

If this letter defines the arrangements as the District understands them, please sign and date a copy and return it to us. We appreciate your business.

RSM US LLP

Heidi Hobkirk, Partner

Confirmed on behalf of Cedar Rapids Community School District:

[Signature]
Audit Committee Chair

9-11-19
Date

[Signature]
Executive Director of Business Services

9/23/2019
Date

[Signature]
Board Secretary

9/23/2019
Date
Attachment 1

The specific procedures to be performed for the Cedar Rapids Community School District Student Activity Funds at each middle school, high school and Kingston Stadium for the period August 1, 2019 to October 31, 2019 are as follows:

1. We will agree cash and investment reconciliations to the general ledger and bank statements for the three-month period ended October 31, 2019. We will inspect the deposits in transit for aging of reconciling items and clearing in the subsequent period.

2. We will select three receipts and three disbursements from the KEV system for each month during the period August 1, 2019 to October 31, 2019 and perform the following in accordance with the Cedar Rapids Community School "Cash Management Procedures":

   a. For receipt transactions we will:

      i. Inspect whether a receipt is issued using "CRCSD 3501.0018 Student Receipt Book", a computer generated numbered receipt or a money collection form.

      ii. Inspect the corresponding bank bag transport log is completed, with appropriate signatures. Inspect column 4 'received by' on the bank transport logs noting it was completed for food and nutrition receipts and column 6 was signed by secretary/bookkeeper for all receipts.

      iii. Inquire and document the frequency of money remittance to District Accounting Department is submitted on appropriate daily, weekly, monthly basis based upon type per the Cash Management Procedures.

      iv. Inspect the acknowledgement by the Accounting Department of the cash receipt on the Applitrack website.

      v. Inspect the documentation showing the appropriate facility/department staff person has reconciled amount verified by the Accounting Department to the amount submitted by the facility/department.

      vi. Identify if variances are reconciled with the Manager of Accounting by comparing to documentation of the reconciliation.

   b. For disbursement transactions we will:

      i. Inspect the check and purchase order was signed by appropriate person.

      ii. Inspect the purchase order, invoice and check amount agree. If the amounts don't agree, then inspect the approval and confirm whether it was approved by an appropriate supervisor and whether it was received prior to check issuance.

      iii. Inspect that the disbursement amount was posted to the appropriate Student Activity Fund category as noted on the purchase order or invoice in the KEV system using the transaction detail report.
3. We will haphazardly select 100 receipts from “CRCSD 3501.0018 Student Receipt Book”. The 100 receipts will be allocated to the locations based on the total number of fund/activities for the location divided by the total fund/activities for all locations. At each location, if a fund/activity had a lag error from the procedures performed for the period of January 1, 2019 to March 31, 2019, the fund/activity will be tested again during this period. If there are no receipts in the “CRCSD 3501.008 Student Receipt Book” then receipts will be selected from the KEV system receipts. We will calculate the deposit lag time from the receipt by the activity sponsor to receipt book date and lag time to the receipt book date to the bank deposit. We will note as an exception any lag time greater than three school days for Fund Advisors/Teachers not remitting receipts to the bookkeepers and greater than ten school days for the bookkeeper not depositing the receipt after receiving from the Fund Advisor/Teacher.

4. We will inspect one general journal adjustment per month, excluding entries to record interest income, noting the entry contained adequate supporting documentation and verify entry was properly approved by comparing to a list of authorized approvers.

5. We will inquire of office personnel about any concerns they have of theft or other illegal activities related to student activity funds and report any concerns given.

6. We will compare the cash balances by account to prior year amounts and obtain and report explanations from office personnel for cash balances with changes greater than 10 percent from the prior year and an account balance greater than 10 percent of the total Student Activity Funds for the current or prior year for each location.

7. We will identify and report the value of any deficit umbrella account balances. Reporting will include identified balances as of October 31, 2019, March 31, 2019 and October 31, 2018 for middle and high schools only.

8. We will inquire of office personnel if cash, checks or gift cards are given to students and report if any such transaction have occurred.

9. We will inspect an aging report from accounting as of the first day of fieldwork of invoices due to the District and report any past due invoices owed to the District as of the first day of fieldwork from the Student Activity Funds.
ADMINISTRATION

BA-20-125  Resolution - Determining to Proceed with the Issuance of not to exceed $31,000,000 School Infrastructure Sale Services and Use Tax Revenue Bonds, in One or More Series, and Taking Additional Action Thereon (David Nicholson)

Exhibit: BA-20-125.1-5

Action Item  Roll Call

Strategic Plan/Focus Areas

☐  Culture
☐  Student Learning
☐  Workforce
☒  Systems and Resources

Pertinent Fact(s):

1. At the August 26, 2019 Board meeting, the Board approved moving forward with the refinancing of the $30 million in outstanding SAVE bonds. Adjusted for inflation, the net present value of savings is estimated to be $5,081,516 in today’s dollars.

2. A Public Hearing was held at 5:30 on September 23, 2019 pursuant to the provision of Chapters 423E and 423F of the Code of Iowa.

3. After the Public Hearing, a petition (with signatures equal to not less than 130% of the number of voters at the last school official election) may be presented for up to, but not more than, 15 days after the hearing, calling for an election of the bonds (simple majority to pass). If the petition is presented validly, then either the bond proposition must be abandoned, or an election must be scheduled. If the election fails, the bonds cannot be issued.

Recommendation:

It is recommended that the Board of Education approve the Resolution - to Proceed with the Issuance of not to exceed $31,000,000 School Infrastructure Sale Services and Use Tax Revenue Bonds, in One or More Series, and Taking Additional Action Thereon.
MINUTES FOR HEARING AND RESOLUTION ON THE ISSUANCE OF SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE REFUNDING BONDS

497698-6

Cedar Rapids, Iowa

September 23, 2019

The Board of Directors of the Cedar Rapids Community School District, Iowa, met on the above date, at _______ o’clock _____m., at the ____________________, Cedar Rapids, Iowa.

The meeting was called to order by the President, and the roll was called showing the following named Directors present and absent:

Present: ________________________________

Absent: ________________________________.

• • Other Business • •

This being the time and place specified for taking action on the proposal to issue not to exceed $31,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, in one or more series, the Board Secretary announced that no written objections had been placed on file. Whereupon, the President called for any written or oral objections, and there being none, the President closed the public hearing.

After due consideration and discussion, Director ______________________ introduced the resolution next hereinafter set out and moved its adoption, seconded by Director ______________________. The President put the question upon the adoption of said resolution, and the roll being called, the following named Directors voted:

Ayes: ________________________________

Nays: ________________________________.

Whereupon, the President declared the resolution duly adopted, as follows.
• • Other Business • •

At the conclusion of the meeting, and upon motion and vote, the Board of Directors adjourned.

____________________________________
President

Attest:

____________________________________
Board Secretary
RESOLUTION NO. __________

Resolution determining to proceed with the issuance of not to exceed $31,000,000 school infrastructure sales, services and use tax revenue refunding bonds, in one or more series, and taking additional action thereon

WHEREAS, the Cedar Rapids Community School District (the “School District”), in the County of Linn (the “County”), State of Iowa, is entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure (the “School Infrastructure Tax”), the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Section 423E.4 of the Iowa Code, as amended, (the “School Infrastructure Tax Revenues”) and which taxes are and will continued to be collected as set forth therein; and

WHEREAS, the School District has adopted a revenue purpose statement setting forth the purposes for which it may use the School Infrastructure Tax Revenues, including but not limited to school infrastructure projects, and such revenue purpose statement was approved by the authorized electors of the School District on September 8, 2009; and

WHEREAS, the School District, previously issued its $30,000,000 Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 (the “Series 2010 Bonds”); and

WHEREAS, in the resolution authorizing the issuance of the Series 2010 Bonds, the School District reserved the right to call for prepayment prior to maturity any or all of the Series 2010 Bonds maturing on and after July 1, 2027 on July 1, 2019 or any date thereafter (the “Callable 2010 Bonds”); and

WHEREAS, the School District heretofore proposed to issue not to exceed $31,000,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, in one or more series (the “Bonds”), pursuant to the provisions of Chapters 423E and 423F of the Code of Iowa, for the purpose of (1) refunding all or a portion of the Callable 2010 Bonds and (2) paying related costs of issuance and has published notice of the proposed action and has held a hearing thereon on September 23, 2019; and

WHEREAS, it is in the best interests of the School District to adopt this Resolution for the purpose of determining to proceed with the issuance of the Bonds;

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

Section 1. The School District hereby determines to proceed with the issuance of the Bonds at its discretion in the future.

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

-3-

DORSEY & WHITNEY LLP, ATTORNEYS, DES MOINES, IOWA
Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 23, 2019.

____________________________________
President, Board of Directors

Attest:

____________________________________
Board Secretary
STATE OF IOWA  
COUNTY OF LINN  
SS:  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  

I, the undersigned, Board Secretary of the Cedar Rapids Community School District, hereby certify that the above and foregoing is a true and correct copy of the minutes of a meeting of the Board of the School District, held as therein shown with respect to holding a hearing on the issuance of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this ______ day of September, 2019.

____________________________________  
Board Secretary
ADMINISTRATION

BA-20-126 Request School Budget Review Committee (SBRC) for Special Education Negative Balance of $9,268,675.52 for FY2018-2019 (David Nicholson/Wendy Parker)

Exhibit: BA-20-126.1

Action Item

Strategic Plan/Focus Areas

☐ Culture
☐ Student Learning
☐ Workforce
☒ Systems and Resources

Pertinent Fact(s):

The Cedar Rapids Community School District had a negative special education balance for FY 2018-2019 of $9,268,675.52. A request to the SBRC for allowable growth and a supplemental State aid payment for the negative balance is automatic and included in the submission of the Special Education Supplemental Report which was certified on September 13, 2019. The amount of supplemental State aid payment will be calculated by the Department of Management after all special education balances have been finalized. A two-year comparison of special education revenues and expenditures is provided as an exhibit.

Recommendation:

It is recommended that the Board of Education approve a Request to the School Budget Review Committee for allowable growth and a supplemental State aid payment for the special education negative balance of $9,268,675.52 for FY2018-2019.
### Special Education Supplement Report - Two Year Comparison

#### 2017 - 2018 Special Education Balance

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Weight 1.72</th>
<th>Weight 2.21</th>
<th>Weight 3.74</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Education Receipts</td>
<td>$13,536,716.00</td>
<td>$6,447,020.00</td>
<td>$11,804,543.00</td>
<td>$31,788,279.00</td>
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<tr>
<td>Tuition In Receipts</td>
<td>235,695.60</td>
<td>283,979.66</td>
<td>982,107.83</td>
<td>1,501,789.00</td>
</tr>
<tr>
<td>Medicaid Reimbs for Instructional Program</td>
<td>945,934.55</td>
<td>719,931.12</td>
<td>1,239,019.53</td>
<td>2,904,885.20</td>
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<tr>
<td>Part B Receipts for Instructional Program</td>
<td>647,293.08</td>
<td>38,445.40</td>
<td>92,162.52</td>
<td>777,012.00</td>
</tr>
<tr>
<td>Teacher Quality</td>
<td>738,894.45</td>
<td>527,945.94</td>
<td>555,605.13</td>
<td>1,822,445.52</td>
</tr>
<tr>
<td>Foster Care Claims</td>
<td>7,507.46</td>
<td>18,998.50</td>
<td>1,898.50</td>
<td>38,394.56</td>
</tr>
<tr>
<td>Term of Rights Claims</td>
<td>8,609.28</td>
<td>16,532.68</td>
<td>113,610.00</td>
<td>138,751.96</td>
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<tr>
<td>High Cost Fund Claims</td>
<td>-</td>
<td>897.02</td>
<td>13,101.48</td>
<td>13,998.50</td>
</tr>
<tr>
<td>Non-Public Claim</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Vehicle Sales</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Revenue</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Special Education Revenue</td>
<td>$16,113,142.96</td>
<td>$8,040,319.28</td>
<td>$14,800,149.40</td>
<td>$38,953,611.73</td>
</tr>
</tbody>
</table>

#### Expenses

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Weight 1.72</th>
<th>Weight 2.21</th>
<th>Weight 3.74</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Salaries (Instructional Only)</td>
<td>$8,034,893.86</td>
<td>$6,592,565.07</td>
<td>$10,574,961.48</td>
<td>$25,202,420.41</td>
</tr>
<tr>
<td>Total Benefits (Instructional Only)</td>
<td>1,762,508.43</td>
<td>1,473,532.59</td>
<td>2,071,839.98</td>
<td>5,207,880.00</td>
</tr>
<tr>
<td>Employee Travel (Instructional Only)</td>
<td>21,439.86</td>
<td>10,006.47</td>
<td>22,703.66</td>
<td>54,129.99</td>
</tr>
<tr>
<td>Total Supplies &amp; Materials (Consumables)</td>
<td>102,421.90</td>
<td>61,413.07</td>
<td>166,262.30</td>
<td>330,097.27</td>
</tr>
<tr>
<td>Total Contact Services (Non-Tuition)</td>
<td>79,597.32</td>
<td>54,925.91</td>
<td>71,233.45</td>
<td>205,756.68</td>
</tr>
<tr>
<td>Total Pupil Transportation</td>
<td>-</td>
<td>643,384.91</td>
<td>1,991,686.89</td>
<td>2,635,358.00</td>
</tr>
<tr>
<td>Total Equipment</td>
<td>292,133.99</td>
<td>598.00</td>
<td>34,852.18</td>
<td>327,544.17</td>
</tr>
<tr>
<td>Total</td>
<td>$10,292,975.36</td>
<td>$8,836,426.02</td>
<td>$15,651,557.53</td>
<td>$34,780,558.91</td>
</tr>
</tbody>
</table>

#### Special Education Expenditures

<table>
<thead>
<tr>
<th>Special Education Expenditures</th>
<th>Weight 1.72</th>
<th>Weight 2.21</th>
<th>Weight 3.74</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Salaries (Instructional Only)</td>
<td>$7,680,322.40</td>
<td>$5,360,355.56</td>
<td>$11,895,668.44</td>
<td>$26,111,242.81</td>
</tr>
<tr>
<td>Total Benefits (Instructional Only)</td>
<td>1,762,508.43</td>
<td>1,473,532.59</td>
<td>2,071,839.98</td>
<td>5,207,880.00</td>
</tr>
<tr>
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<td>330,097.27</td>
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<td>71,233.45</td>
<td>205,756.68</td>
</tr>
<tr>
<td>Total Pupil Transportation</td>
<td>-</td>
<td>643,384.91</td>
<td>1,991,686.89</td>
<td>2,635,358.00</td>
</tr>
<tr>
<td>Total Equipment</td>
<td>292,133.99</td>
<td>598.00</td>
<td>34,852.18</td>
<td>327,544.17</td>
</tr>
<tr>
<td>Total</td>
<td>$10,292,975.36</td>
<td>$8,836,426.02</td>
<td>$15,651,557.53</td>
<td>$34,780,558.91</td>
</tr>
</tbody>
</table>

### Screen 4 - State Receipts

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Weight 1.72</td>
<td>$10,356,710.00</td>
<td>$13,536,716.00</td>
<td>$11,804,543.00</td>
<td>$14,493,986.00</td>
<td>$3,937,276.00</td>
</tr>
</tbody>
</table>

#### Screen 6 Staff Hours/FT

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Weight 1.72</td>
<td>10540</td>
<td>7.00</td>
<td>9318</td>
<td>6.17</td>
<td>($1,222)</td>
</tr>
</tbody>
</table>

### Total Hours/FT

| Total Hours/FT | 945935 | 621.97 | 1015193 | 667.89 | ($2,458,815.00) |

### Difference

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Difference Contracted Hours</td>
<td>($1,222)</td>
<td>32,604</td>
<td>32,604</td>
<td>32,604</td>
<td></td>
</tr>
<tr>
<td>Difference FTE</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
ADMINISTRATION

BA-20-127  Request to the School Budget Review Committee (SBRC) for Modified Allowable Growth for Limited English Learner (LEP) Excess Program Costs (David Nicholson)

Exhibit: BA-20-127.1-3

Action Item

Strategic Plan/Focus Areas

☐  Culture
☐  Student Learning
☐  Workforce
☒  Systems and Resources

Pertinent Fact(s):

The Cedar Rapids Community School District is eligible to request SBRC approval of $1,500,257.35 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs. This is an annual request by the District for LEP modified allowable growth.

Recommendation:

It is recommended that the Board of Education approve a Request to the School Budget Review Committee for $1,500,257.25 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs.
**Limited English Proficient Allowable Costs in Excess of Revenues and Resources**

**Iowa Department of Education**

**LEP Allowable Cost**

**Due Date: October 1, 2019**

**Update**

Board minutes are required. Send a copy of the board minutes to Carla Schimeifennig or provide the web address to the minutes here:

We, the district officials, certify under penalty of perjury and pursuant to the laws of the state of Iowa that the data submitted on this LEP excess costs application, for the year ended June 30, 2019, are true, correct, complete, and comply with all applicable requirements of law, rules, regulations, and instructions; that no unallowable costs were included in the request, that all costs supplement the regular curriculum and do not supplant other funding received for general purpose or this same purpose, were fully expended in the 2018-2019 school year, were expended for the purposes designated by the authorizing legislation or agency, and were accounted for separately using proper coding as defined in Iowa Uniform Financial Accounting. We further certify that no costs include in this application were included in any previous request to the SBRC.

<table>
<thead>
<tr>
<th>Program between 410 - 419</th>
<th>Salaries</th>
<th>Benefits</th>
<th>Purchased Professional</th>
<th>Equip rental/repair</th>
<th>Other (tuition)</th>
<th>Supplies</th>
<th>Equip</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account ID = 9 and Fund = 10</td>
<td>100-199</td>
<td>200-299</td>
<td>300-399</td>
<td>430-449</td>
<td>500-599</td>
<td>600-699</td>
<td>730-739</td>
<td></td>
</tr>
<tr>
<td>1. Instruction</td>
<td>1XXX</td>
<td>2,240,942.19</td>
<td>519,290.94</td>
<td>14,459.63</td>
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<td>0.00</td>
<td>199,208.07</td>
<td>11,760.00</td>
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<tr>
<td>2. Student Support Services</td>
<td>21XX</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3. Staff Support Services</td>
<td>22XX</td>
<td>167,236.56</td>
<td>35,202.43</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>207,438.99</td>
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<tr>
<td>4. Exec Admin</td>
<td>23XX</td>
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<td>0.00</td>
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<tr>
<td>5. Bldg Admin</td>
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<td>0.00</td>
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<td>6. Business Admin</td>
<td>25XX</td>
<td>0.00</td>
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<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>7. O &amp; M</td>
<td>26XX</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>8. Transportation</td>
<td>27XX</td>
<td>0.00</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>9. Community Services</td>
<td>33XX</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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</tr>
<tr>
<td>10. Total</td>
<td>2,408,178.74</td>
<td>554,493.37</td>
<td>19,509.63</td>
<td>0.00</td>
<td>0.00</td>
<td>199,208.07</td>
<td>11,760.00</td>
<td>3,193,149.81</td>
</tr>
</tbody>
</table>

11. Total (Line 10) 3,193,149.81

12. Weighted funding received (from October 2017 CE x FY19 DCPP (172.26 X 6736) 1,160,343.36

13. Other resources (expenditures above that have project >0000, excluding 1112) 321,208.10

14. FY18 state and federal carryover 0.00

15. MAG on FY19 Application form (from SBRC application form) 201,541.00

16. Resources Available but unused 9,600.00

Total Resources Available (Sum Lines 12 thru 16) 1,692,892.46

[https://www.edinfo.state.ia.us/car/lepallowgrowth.asp](https://www.edinfo.state.ia.us/car/lepallowgrowth.asp)
## Limited English Proficient Allowable Costs in Excess of Revenues and Resources

<p>| 17. Preliminary Maximum allowable request (Lines 11-Total Resources Available, if positive, otherwise zero) | 1,500,257.35 |
| 18. Any expenditure included in the row above that is not expressly allowed by IAC (district input) | 0 |
| 19. Maximum allowable request (Line 17 minus 18, if positive, otherwise zero) | 1,500,257.35 |
| 20. Amount requested (may be less than maximum allowable) | 1,500,257.35 |
| 21. FTE of LEP students in instructional LEP program on count date (from October 18 SRI/CE) | 949.55 | 981.00 |
| 22. FTE of LEP students in instructional LEP program at end of year (from SRI Spring 19) | 1,194.17 | 1,225.00 |
| 23. FTE of teachers exclusively assigned to LEP additional instruction outside of regular classroom instruction. Do not include coordinator or director positions (from Fall BEDS staffing) | 33.21 |
| 24. FTE of aides (including interpreters) exclusively assigned to LEP additional instruction outside of regular classroom instruction (from Fall BEDS staffing) | 0.00 |
| 25. Program delivery model as reported in SRI Spring 19 | |
| Dual Language Program | 0 |
| Sheltered Instruction | 0 |
| English as a Second Language (ESL) | 1,214 |
| Other Bilingual Program | 0 |
| Newcomer Program | 0 |
| Exit ELL During Year | 4 |
| Total | 1,218 |
| 26. Languages represented in LEP population (SRI Spring 19) | |
| Akan | 1 |
| Amharic | 2 |
| Arabic | 16 |
| Basa | 2 |
| Bantu languages | 1 |
| Bosnian | 1 |
| Cebuano | 3 |
| Chinese | 3 |
| Chuukese | 2 |
| &quot;Creoles and pidgins, English based languages&quot; | 34 |
| &quot;Creoles and pidgins, French based (Other)&quot; | 5 |
| Creoles and pidgins languages | 2 |
| Dutch; Flemish | 1 |
| English | 1 |
| Ewe | 11 |
| Filipino; Pilipino | 1 |
| French | 106 |
| Gujarati | 4 |
| Haitian; Haitian Creole | 22 |
| Hindi | 8 |
| Igbo | 2 |
| Karen languages | 4 |
| Central Khmer | 1 |
| Kinyarwanda | 49 |
| Kpelle | 5 |
| Kru languages | 1 |
| Lao | 2 |
| Lingala | 3 |
| Marshallese | 11 |
| Mandingo | 4 |
| Marathi | 1 |
| Mayan languages | 4 |
| Nepali | 58 |
| Oromo | 5 |</p>
<table>
<thead>
<tr>
<th>Language</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panjabi, Punjabi</td>
<td>2</td>
</tr>
<tr>
<td>Pohnpeian</td>
<td>50</td>
</tr>
<tr>
<td>Portuguese</td>
<td>5</td>
</tr>
<tr>
<td>Rundi</td>
<td>83</td>
</tr>
<tr>
<td>Russian</td>
<td>5</td>
</tr>
<tr>
<td>Shona</td>
<td>2</td>
</tr>
<tr>
<td>Somali</td>
<td>14</td>
</tr>
<tr>
<td>Spanish</td>
<td>335</td>
</tr>
<tr>
<td>Nilo-Saharan</td>
<td>1</td>
</tr>
<tr>
<td>languages</td>
<td></td>
</tr>
<tr>
<td>Swahili</td>
<td>316</td>
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<tr>
<td>Tamil</td>
<td>2</td>
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<td>Telugu</td>
<td>8</td>
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<td>Thai</td>
<td>1</td>
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<tr>
<td>Tigrinya</td>
<td>1</td>
</tr>
<tr>
<td>Ukrainian</td>
<td>1</td>
</tr>
<tr>
<td>Vietnamese</td>
<td>15</td>
</tr>
<tr>
<td>Wolof</td>
<td>1</td>
</tr>
</tbody>
</table>

27. Student to adult ratio (FTE of students served during year / total of teachers and aides FTE) (0 / 33.21)  
28. LEP costs per pupil in excess of the DCPP (grand total expenditures / FTE of students served during year) (3193149.81 / 0)  
29. % of LEP students from Certified Enrollment October 2018  

5.73

Please contact Carla Schmellenski by email or phone (515)242-9612 with questions regarding this form.
Information Item

Strategic Plan/Focus Areas

☐ Culture
☐ Student Learning
☐ Workforce
☒ Systems and Resources

Pertinent Fact(s):

1. The financial highlights of fiscal year 2018-2019 are provided as an exhibit. Board Regulation 703.2 requires that the financial highlights be provided to the Board of Directors.

2. District revenues from all funds totaled $301,503,055 while District expenditures from all funds totaled $266,070,584.

3. Preliminary numbers show the General Fund Unspent Balance (spending authority) improved from $15.01 million at the end of FY2018 to $17.10 million at the end of FY2019. The General Fund, “Fund Balance” saw a slight decline from $33.8 million to $32.67 million over the same period.

4. Total long-term debt increased from $103,791,461 in fiscal year 2018 to $125,930,564 at the end of fiscal year 2018. Overall debt remains well within the legal debt limitation of $396.96 million.

5. Fund reserve trends as of June 30, 2019 are included for all other funds in the exhibit.
FISCAL YEAR 2019 HIGHLIGHTS

Board Update
September 23, 2019
FISCAL YEAR 2019
ACTUAL REVENUES: ALL FUNDS

Total Revenues: $301,503,055
FISCAL YEAR 2019

ACTUAL EXPENDITURES: ALL FUNDS

- Total Expenditures: $266,070,584
FISCAL YEAR 2019

ACTUAL REVENUES: GENERAL FUND

Local: $2,874,427.00, 2%
State: $116,587,278.00, 55%
Federal: $11,028,479.00, 5%
Other Financing Sources: $81,124,050.00, 38%

Total General Fund Revenues: $211,614,234
FISCAL YEAR 2019

ACTUAL EXPENDITURES: GENERAL FUND

$137,846,106.00, 65%
$32,699,468.00, 15%
$23,882,264.00, 11%
$9,431,412.00, 5%
$8,047,108.00, 4%
$803,266.00, 0%

Total General Fund Expenditures: $212,709,624
GENERAL FUND RESERVE TRENDS UNSPENT BALANCE (AUTHORITY) & FUND BALANCE

Unspent Balance

<table>
<thead>
<tr>
<th>FY 10</th>
<th>FY 11</th>
<th>FY 12</th>
<th>FY 13</th>
<th>FY 14</th>
<th>FY 15</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.66</td>
<td>$22.42</td>
<td>$19.74</td>
<td>$10.65</td>
<td>$4.89</td>
<td>$5.79</td>
<td>$7.10</td>
<td>$11.15</td>
<td>$15.01</td>
<td>$17.11</td>
</tr>
</tbody>
</table>

Fund Balance

<table>
<thead>
<tr>
<th>FY 10</th>
<th>FY 11</th>
<th>FY 12</th>
<th>FY 13</th>
<th>FY 14</th>
<th>FY 15</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6.90</td>
<td>$9.10</td>
<td>$11.10</td>
<td>$3.50</td>
<td>$7.67</td>
<td>$17.04</td>
<td>$25.60</td>
<td>$31.40</td>
<td>$33.80</td>
<td>$32.67</td>
</tr>
</tbody>
</table>
GENERAL FUND RESERVE TRENDS UNSPENT BALANCE (AUTHORITY) & FUND BALANCE

Unspent Balance:
- FY 10: 12.00%
- FY 11: 12.10%
- FY 12: 10.90%
- FY 13: 5.70%
- FY 14: 2.60%
- FY 15: 3.00%
- FY 16: 3.70%
- FY 17: 5.60%
- FY 18: 7.30%
- FY 19: 8.04%

Fund Balance:
- FY 10: 3.80%
- FY 11: 4.90%
- FY 12: 6.10%
- FY 13: 1.90%
- FY 14: 4.10%
- FY 15: 8.90%
- FY 16: 13.20%
- FY 17: 15.80%
- FY 18: 16.50%
- FY 19: 15.36%

Board Goal: 5 – 10%
Achieved
GENERAL FUND RESERVES
FINANCIAL SOLVENCY RATION (FSR)

FY 10  FY 11  FY 12  FY 13  FY 14  FY 15  FY 16  FY 17  FY 18  FY 19

CRCSD Solvency
Target: 5.0%-10%
Acceptable: 0.0% - 5.0%

Board Goal
5-10%
Achieved
ENDING FUND BALANCES
ACTIVITY FUND

<table>
<thead>
<tr>
<th>FY 10</th>
<th>FY 11</th>
<th>FY 12</th>
<th>FY 13</th>
<th>FY 14</th>
<th>FY 15</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.74</td>
<td>$0.93</td>
<td>$0.99</td>
<td>$1.11</td>
<td>$1.34</td>
<td>$1.33</td>
<td>$1.25</td>
<td>$1.43</td>
<td>$1.54</td>
<td>$1.50</td>
</tr>
</tbody>
</table>

$ Millions
# ENDING FUND BALANCES

## SAVE FUND

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Fund Balance ( Millions )</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 10</td>
<td>$10.94</td>
</tr>
<tr>
<td>FY 11</td>
<td>$25.93</td>
</tr>
<tr>
<td>FY 12</td>
<td>$40.88</td>
</tr>
<tr>
<td>FY 13</td>
<td>$23.70</td>
</tr>
<tr>
<td>FY 14</td>
<td>$9.55</td>
</tr>
<tr>
<td>FY 15</td>
<td>$7.84</td>
</tr>
<tr>
<td>FY 16</td>
<td>$8.23</td>
</tr>
<tr>
<td>FY 17</td>
<td>$5.99</td>
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<tr>
<td>FY 18</td>
<td>$7.39</td>
</tr>
<tr>
<td>FY 19</td>
<td>$39.78</td>
</tr>
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</table>
ENDING FUND BALANCES
DAY CARE FUND

<table>
<thead>
<tr>
<th>Year</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 10</td>
<td>0.123</td>
</tr>
<tr>
<td>FY 11</td>
<td>0.218</td>
</tr>
<tr>
<td>FY 12</td>
<td>0.365</td>
</tr>
<tr>
<td>FY 13</td>
<td>0.244</td>
</tr>
<tr>
<td>FY 14</td>
<td>0.379</td>
</tr>
<tr>
<td>FY 15*</td>
<td>0.480</td>
</tr>
<tr>
<td>FY 16*</td>
<td>0.950</td>
</tr>
<tr>
<td>FY 17*</td>
<td>0.955</td>
</tr>
<tr>
<td>FY 18*</td>
<td>1.030</td>
</tr>
<tr>
<td>FY 19*</td>
<td>1.094</td>
</tr>
</tbody>
</table>

* Ending balances exclude impact of GASB68 required reporting of fund share of long term IPER’s pension liability
ENDING FUND BALANCES
DEBT SERVICE FUND

<table>
<thead>
<tr>
<th></th>
<th>FY 09</th>
<th>FY 10</th>
<th>FY 11</th>
<th>FY 12</th>
<th>FY 13</th>
<th>FY 14</th>
<th>FY 15</th>
<th>FY 16</th>
<th>FY 17</th>
<th>FY 18</th>
<th>FY 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund Balance</td>
<td>$24.77</td>
<td>$0.11</td>
<td>$4.59</td>
<td>$12.00</td>
<td>$12.74</td>
<td>$13.40</td>
<td>$13.04</td>
<td>$12.62</td>
<td>$13.32</td>
<td>$14.74</td>
<td>$15.70</td>
</tr>
</tbody>
</table>
## Ending Fund Balances

### Management Fund

<table>
<thead>
<tr>
<th>Year</th>
<th>Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 10</td>
<td>$3.37</td>
</tr>
<tr>
<td>FY 11</td>
<td>-$1.21</td>
</tr>
<tr>
<td>FY 12</td>
<td>-$0.59</td>
</tr>
<tr>
<td>FY 13</td>
<td>$3.34</td>
</tr>
<tr>
<td>FY 14</td>
<td>$4.71</td>
</tr>
<tr>
<td>FY 15</td>
<td>$6.36</td>
</tr>
<tr>
<td>FY 16</td>
<td>$4.23</td>
</tr>
<tr>
<td>FY 17</td>
<td>$4.95</td>
</tr>
<tr>
<td>FY 18</td>
<td>$6.56</td>
</tr>
<tr>
<td>FY 19</td>
<td>$6.75</td>
</tr>
</tbody>
</table>

The chart shows the Ending Fund Balances for the Management Fund from FY 10 to FY 19. The balances are given in millions of dollars.

- **FY 10**: $3.37
- **FY 11**: -$1.21
- **FY 12**: -$0.59
- **FY 13**: $3.34
- **FY 14**: $4.71
- **FY 15**: $6.36
- **FY 16**: $4.23
- **FY 17**: $4.95
- **FY 18**: $6.56
- **FY 19**: $6.75

The chart indicates a general increase in fund balances over the years, with noticeable changes in some years.
ENDING FUND BALANCES
PPEL FUND

<table>
<thead>
<tr>
<th>Year</th>
<th>Fund Balance (in $ Millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 10</td>
<td>$3.72</td>
</tr>
<tr>
<td>FY 11</td>
<td>$3.59</td>
</tr>
<tr>
<td>FY 12</td>
<td>$4.62</td>
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<tr>
<td>FY 13</td>
<td>$5.09</td>
</tr>
<tr>
<td>FY 14</td>
<td>$6.02</td>
</tr>
<tr>
<td>FY 15</td>
<td>$6.55</td>
</tr>
<tr>
<td>FY 16</td>
<td>$7.50</td>
</tr>
<tr>
<td>FY 17</td>
<td>$6.17</td>
</tr>
<tr>
<td>FY 18</td>
<td>$7.18</td>
</tr>
<tr>
<td>FY 19</td>
<td>$9.74</td>
</tr>
</tbody>
</table>
ENDING FUND BALANCES
FOOD AND NUTRITION FUND

$ Millions

<table>
<thead>
<tr>
<th>FY  10</th>
<th>FY  11</th>
<th>FY  12</th>
<th>FY  13</th>
<th>FY  14</th>
<th>FY  15*</th>
<th>FY  16*</th>
<th>FY  17*</th>
<th>FY  18*</th>
<th>FY  19*</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.19</td>
<td>$2.39</td>
<td>$2.52</td>
<td>$2.77</td>
<td>$2.53</td>
<td>$2.54</td>
<td>$2.85</td>
<td>$2.83</td>
<td>$3.44</td>
<td>$3.78</td>
</tr>
</tbody>
</table>

* Ending balances exclude impact of GASB68 required reporting of fund share of long term IPER’s pension liability
## FUNDING INFRASTRUCTURE IMPROVEMENTS

**LEGAL DEBT LIMITATION $390.96 MILLION**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Outstanding Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$116,172,461</td>
</tr>
<tr>
<td>2015</td>
<td>$125,625,461</td>
</tr>
<tr>
<td>2016</td>
<td>$120,500,461</td>
</tr>
<tr>
<td>2017</td>
<td>$112,131,461</td>
</tr>
<tr>
<td>2018</td>
<td>$103,791,461</td>
</tr>
<tr>
<td>2019</td>
<td>$125,930,564</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Obligation Issuance &amp; Date</th>
<th>FY 2019 Outstanding</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>SAVE Revenue Bond (Dated: 7-1-2010)</td>
<td>$30,000,000</td>
</tr>
<tr>
<td>2011</td>
<td>QSC Bond (Dated: 12-1-2010)</td>
<td>$11,842,461</td>
</tr>
<tr>
<td>2015</td>
<td>SAVE Refunding Bond (Dated: 6-6-2015)</td>
<td>$52,605,000</td>
</tr>
<tr>
<td>2016</td>
<td>GO Refunding Bond (Dated: 5-1-2016)</td>
<td>$5,300,000</td>
</tr>
<tr>
<td>2019</td>
<td>SAVE Revenue Bond (Dated: 6-10-2019)</td>
<td>$25,185,000</td>
</tr>
<tr>
<td>2019</td>
<td>PPEL Lease Purchase Agreement (4-24-19)</td>
<td>$327,082</td>
</tr>
</tbody>
</table>
QUESTIONS?

FISCAL YEAR 2019 HIGHLIGHTS
(UN-AUDITED)
ADMINISTRATION

BA-20-129 Human Resource Update – Diversity Program Initiatives (Linda Noggle)

Exhibit: BA-20-129.1-13

Information Item

Strategic Plan/Focus Areas

☐ Culture
☐ Student Learning
☒ Workforce
☐ Systems and Resources

Pertinent Fact(s):

Administration will provide an update on the District’s Diversity Program Initiatives.
CRCSD Diversity Program

School Board Meeting
September 23rd, 2019
PURPOSE:
Engage and empower a talented and diverse workforce who supports Every Learner: Future Ready
Our Strategy

Community Outreach

Recruitment

Talent Pipelines “Grow Your Own”

Retention
Community Outreach

OBJECTIVE: to develop and strengthen positive relations with our community.

Actions:

► Not Without Me Forum

► University of Iowa Employer Networking Night

► Inclusive ICR (A coalition of Cedar Rapids Metro Economic Alliance and the Iowa City Area Development Group members)

► Iowa Ideas Conference Education Advisory
Recruitment

OBJECTIVE: to hire a highly qualified, engaged and diverse workforce.

Actions:

► Speaking to classes
► Offsite hiring events
► Out of State Recruiting Plan
► Increased Targeted Advertising
Recruitment

Racial Demographics Hiring 17/18 vs 18/19

Increase across all ethnicity
Cedar Rapids Community School District
Every Learner: Future Ready

The Future Ready Teacher Academy
Live Here, Learn Here, Teach Here
OBJECTIVE:

The Future Ready Teacher Academy is a partnership with CRCSD, The Academy for Scholastic and Personal Success, Mount Mercy University and Coe College that seeks to build a more diverse group of CRCSD educators by fostering interest and providing a clear pathway from high school through college to careers with academic, social, and financial support to under-represented individuals entering the teaching profession.
Program Benefits

- College Credit During High School
- Exploratory Summer Program
- Mentoring and Transition Support
- Preservice Educational Experience
- Scholarship Opportunities
- Financial Aid
Year 1 - HS Sophomore
- ACT Prep

Year 2 – HS Junior
- Complete application
- Notification of acceptance
- Paired with mentor
- University Course #1
- Take ACT
- Summer Program #1

Year 3 – HS Senior
- Complete FAFSA Application
- Complete Coe or MMU Application
- Summer Program #2
*Paraeducator Interview

Year 4/5 – Coe/MMU
- Monthly meetings with mentors
- Initial Field Placements
*Paraeducator Interview

Year 6/7 – COE/MMU
- Monthly meetings with mentors
- Intentional Field Placements
- Student Teaching
- Portfolio Presentation

* Denotes optional
Talent Pipelines “Grow Your Own” Programs

OBJECTIVE: to create a successful exploration and support program that encourages diverse high school students to locally pursue careers in education and return to the CRCSD.

Actions:

► Future Ready Teacher Academy

► Strengthened dual credit opportunities with Kirkwood, increased marketing strategies for academies

► Spring 2020 Education and Human Services Student Workplace Learning Connecting Event

► University of Northern Iowa Grow Your Own Teachers Program to include Family and Consumer Science and Social Studies Teachers

Focus on reducing the gap in the ratio of teachers of color to the student body in the CRCSD.
Retention

OBJECTIVE: to focus on retaining our most qualified candidates and create a workplace where each employee is enabled and empowered to contribute their individual talents to deliver on our vision of Every Learner: Future Ready.

Actions:

► ICR “Wingman” Program

► Regional Employee Resources Groups
Questions and Feedback
LEARNING AND LEADERSHIP

BA-20-130 Not Without Me Update (Adam Zimmermann)

Exhibit: BA-20-130.1-14

Information Item

Strategic Plan/Focus Areas

☒  Culture
☒  Student Learning
☐  Workforce
☐  Systems and Resources

Pertinent Fact(s):

1. The administration will provide an update on the collaboration partnership between the NAACP of Cedar Rapids, African American Museum, Linn County Board of Supervisors, Cedar Rapids Education Association, and the Cedar Rapids Community School District (CRCSD) who came together to effectively partner with families and community to improve learning outcomes for our African American students.

2. Six forums were held with over 250 attendees and over 100 individuals committed to spend time volunteering in CRCSD. Of the six forums, the group created a vision, definition, beliefs and needs for effective family engagement.

3. The partnership and findings from the forums will be maintained through quarterly meetings with the NAACP, Not Without Me committee meetings, and CRCSD leadership.
Not Without Me!
Interfacing With the Education Process

Sponsored by NAACP of Cedar Rapids, African American Museum, Linn County Board of Supervisors, CREA, and the Cedar Rapids Community School District.
Not With Me

- History
- Partners
- Purpose
By the Numbers

6 forums

250+ Attendees

100+ new volunteers
Future success depends on present action. Our vision is for families, community members and school staff to effectively partner to improve learning outcomes for our African American students.
Beliefs

1. We believe all stakeholders (students, families, community, business, and educators) are responsible, and needed to close the current achievement gaps in our system.
2. We believe we must focus on specific challenges and populations of students and families.
3. We believe trust between families and educators must be intentionally built and maintained.
Definitions

1. School and family partnership
2. Trusting relationship
3. Balance of power
4. Operate from a growth mindset.
5. Outcomes and results
Needs

1. Communication
2. Relationship Building
3. Volunteer and Community Engagement
4. Access to Funding
Connections

2. Safe Stop App

1. Proactive, communication
2. Infinite Campus - Real time information

Intercultural Development - Expanding to 5 new schools, 11 schools total
Future Opportunities in Schools

Embedded in our school improvement model
1.1 The faculty and staff perceive the school environment as safe and orderly.

1.2 Students, parents, and the community perceive the school environment as safe and orderly.

1.3 Teachers have formal roles in the decision-making process regarding school initiatives.

1.4 Teacher teams and collaborative groups regularly interact to address common issues regarding curriculum, assessment, instruction, and the achievement of all students.

1.5 Teachers and staff have formal ways to provide input regarding the optimal functioning of the school.

1.6 Students, parents, and the community have formal ways to provide input regarding the optimal functioning of the school.

1.7 The success of the whole school, as well as individuals within the school, is appropriately acknowledged.

1.8 The fiscal, operational, and technological resources of the school are managed in a way that directly supports teachers.
The Work and Partnership Continues

This is the beginning.

Quarterly meetings with NAACP, District Leadership and NWM Committee Members

○ Maintain focus
○ Track and monitor progress
○ Adjust plan as needed
○ Communicate successes and opportunities

Not Without Me!
THE POWER OF WE

#WeAreCRCSD
Vision:
Future success depends on present action. Our vision is for families, community members and school staff to effectively partner to improve learning outcomes for our African American students.

Beliefs:
1.) We believe all stakeholders (students, families, community, business, and educators) are responsible, and needed to close the current achievement gaps in our system.
2.) We believe we must focus on specific challenges and populations of students and families.
3.) We believe trust between families and educators must be intentionally built and maintained.

Definition - Effective Family and Community Engagement:
1.) Ensures families have the school partnership and information they need to bolster student success.
2.) Is founded on a trusting relationship between families, community members, and educators.
3.) Creates a balance of power in the relationship between educators, families, and community members.
4.) Requires educators and families to examine their assumptions and operate from a growth mindset.
5.) Focuses on outcomes and results for students and families.

Current Stakeholder Needs:
1. Families
   a. Families need consistent and ongoing communication regarding progress of students.
   b. Families must feel welcome, seen and heard at school.
   c. Families need easily accessible opportunities to get engaged on a regular basis.
   d. Families need easily accessible transportation to school and community events.
   e. Families need educators to recognize and bridge between lines of difference (intercultural competency).
   f. Families need support and resources to help their child progress academically.
2. Students
   a. Students need formal and informal opportunities to provide input in decisions.
   b. Students need families and educators to be on the same page.
   c. Students need educators to have consistent and ongoing communication with parents regarding progress of students.
   d. Students need to understand the available opportunities and support structures.
3. Community members and leaders
a. Community members need consistent communication regarding formal and informal opportunities to partner with the schools.

b. Community members need opportunities to provide input in optimal functioning of school and the role they play in the community.

4. Private & Public sector employers

a. Employers need consistent communication regarding formal and informal opportunities to partner with the schools.

b. Employers need opportunities to provide input in optimal functioning of school and the role they play in creating the workforce of tomorrow.

5. Educators

a. Educators need consistent and ongoing communication with parents regarding progress of students.

b. Educators need parents to be present and actively engaged in their students academic plan, social emotional plan, and extracurricular activities.
# SCHOOL BOARD CALENDAR

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

## 2019- SEPTEMBER

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Location</th>
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<tbody>
<tr>
<td>Monday</td>
<td>Sept 23</td>
<td>5:30 pm</td>
<td>Board Regular Meeting</td>
<td>ELSC, Board Room 2500 Edgewood Rd NW</td>
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## 2019- OCTOBER

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<tbody>
<tr>
<td>Monday</td>
<td>Oct 14</td>
<td>5:30 pm</td>
<td>Board Regular Meeting</td>
<td>ELSC, Board Room 2500 Edgewood Rd NW</td>
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<tr>
<td>Monday</td>
<td>Oct 28</td>
<td>5:30 pm</td>
<td>Board Work Session &amp; Regular Meeting</td>
<td>ELSC, Board Room 2500 Edgewood Rd NW</td>
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## 2019- NOVEMBER

<table>
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<tbody>
<tr>
<td>Monday</td>
<td>Nov 18</td>
<td>5:30 pm</td>
<td>Board Annual &amp; Organizational Meetings</td>
<td>ELSC, Board Room 2500 Edgewood Rd NW</td>
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<tr>
<td>Wednesday</td>
<td>Nov 20</td>
<td></td>
<td>IASB Pre-Convention Workshops</td>
<td>Hy Vee Hall Des Moines</td>
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<tr>
<td>Wednesday</td>
<td>Nov 20</td>
<td></td>
<td>UEN Meetings</td>
<td>Marriott Des Moines</td>
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<tr>
<td>Thursday</td>
<td>Nov 21</td>
<td></td>
<td>IASB Annual Convention</td>
<td>Hy Vee Hall Des Moines</td>
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<tr>
<td>Thurs/Fri</td>
<td>Nov 28/29</td>
<td></td>
<td>Holiday</td>
<td>Offices Closed</td>
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## 2019- DECEMBER

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<tr>
<td>Friday</td>
<td>Dec 6</td>
<td>7:30 am</td>
<td>Annual “State of the District”</td>
<td>ELSC, Professional Development Center 2500 Edgewood Rd NW</td>
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<tr>
<td>Monday</td>
<td>Dec 9</td>
<td>5:30 pm</td>
<td>Board Regular Meeting</td>
<td>ELSC, Board Room 2500 Edgewood Rd NW</td>
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**MEETING EVALUATION/ADJOURNMENT** – President Nancy Humbles