CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership and Support Center, Board Room
Monday, November 12, 2018 @ 5:30 PM

A G E N D A

CALL TO ORDER – (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles) .......................................................... 2

SUPERINTENDENT’S REPORT / BOARD REPORTS (Dr. Brad Buck/Board of Directors)

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

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BA-19-008/07 Open Enrollment – Denial 2018-19 School Year (John Rice) ......................... 7-8
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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, November 12, 2018 Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

SUPERINTENDENT’S REPORT/BOARD REPORTS

COMMUNICATIONS, DELEGATIONS, AND PETITIONS

CONSENT AGENDA

BA-19-000/08 Minutes – Regular Meeting/Work Session on October 22, 2018 (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 October 22, 2018.
CONSENT AGENDA

BA-19-006/02    Food and Nutrition Fund Statement of Revenues and Expenditures – September 2018
(Dave Nicholson)

Exhibit:  BA-19-006/02.1-3

Action Item

Pertinent Fact(s):

The Revenue and Expenditure statements are for the month ending September 30, 2018.

Recommendation:

It is recommended that the Board of Education approve the Food and Nutrition Fund Statement of Revenues and Expenditures for the month ending September 30th, 2018.
Cedar Rapids Community School District  
Food and Nutrition Fund  
Balance Sheet  
Month Ending 9/30/2018

### Assets and Other Debits

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash in Bank</td>
<td>$1,217,438.98</td>
</tr>
<tr>
<td>Cash on Hand</td>
<td>$3,031.00</td>
</tr>
<tr>
<td>Investments</td>
<td>$1,500,000.00</td>
</tr>
<tr>
<td><strong>Total Cash and Cash Equivalents</strong></td>
<td><strong>$2,720,469.98</strong></td>
</tr>
<tr>
<td>Other Receivables</td>
<td>$718,534.72</td>
</tr>
<tr>
<td>Commodities Inventory</td>
<td>$15,953.61</td>
</tr>
<tr>
<td>Supplies Inventory</td>
<td>$65,274.11</td>
</tr>
<tr>
<td><strong>Total Current Assets</strong></td>
<td><strong>$3,520,232.42</strong></td>
</tr>
<tr>
<td>Equipment</td>
<td>$3,389,198.95</td>
</tr>
<tr>
<td>Accum Depreciation-Equipment</td>
<td>$(2,360,058.14)</td>
</tr>
<tr>
<td><strong>Total Fixed Assets</strong></td>
<td><strong>$1,029,140.81</strong></td>
</tr>
<tr>
<td><strong>Total Assets</strong></td>
<td><strong>$4,549,373.23</strong></td>
</tr>
</tbody>
</table>

### Liabilities and Fund Equity

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liabilities:</td>
<td></td>
</tr>
<tr>
<td>Due to Other Funds</td>
<td>$380,602.60</td>
</tr>
<tr>
<td>Unused Lunch Tickets</td>
<td>$330,341.04</td>
</tr>
<tr>
<td>Due To SILO Fund</td>
<td></td>
</tr>
<tr>
<td><strong>Total Liabilities</strong></td>
<td><strong>$710,943.64</strong></td>
</tr>
<tr>
<td>Fund Equity:</td>
<td></td>
</tr>
<tr>
<td>Reserve-Inventory</td>
<td>$81,227.72</td>
</tr>
<tr>
<td>Reserve-Fixed Assets</td>
<td>$1,029,140.81</td>
</tr>
<tr>
<td>Reserve-Encumbrances</td>
<td></td>
</tr>
<tr>
<td>Undesignated</td>
<td></td>
</tr>
<tr>
<td>Designated-Equipment Replacement</td>
<td>$2,331,948.01</td>
</tr>
<tr>
<td>Net Increase for Months Ended July, 2018</td>
<td>$396,113.05</td>
</tr>
<tr>
<td><strong>Total Equity and Other Credits</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total Liabilities and Fund Equity</strong></td>
<td><strong>$4,549,373.23</strong></td>
</tr>
</tbody>
</table>
Cedar Rapids Community School District  
Statement of Revenues, Expenses, and Changes in Fund Net Position  
Food and Nutrition Fund  
Month Ending Sept 30, 2018

<table>
<thead>
<tr>
<th>OPERATIONS REVENUE</th>
<th>Breakfast Program</th>
<th>Lunch Program</th>
<th>Summer Programs</th>
<th>USDA Team Nutrition Fruit/Veg Grant</th>
<th>Non-Program</th>
<th>All Programs</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>State and Federal Reimbursement</td>
<td>$204,636.44</td>
<td>$698,660.33</td>
<td>$88,729.62</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$992,026.39</td>
</tr>
<tr>
<td>Sale of Student Meals</td>
<td>15,125.40</td>
<td>198,305.70</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>213,431.10</td>
</tr>
<tr>
<td>Sale of Adult Meals</td>
<td>-</td>
<td>-</td>
<td>9,070.45</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>9,070.45</td>
</tr>
<tr>
<td>Ala Carte Sales</td>
<td>-</td>
<td>-</td>
<td>88,817.19</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>88,817.19</td>
</tr>
<tr>
<td>Special Program Sales</td>
<td>-</td>
<td>-</td>
<td>61,113.52</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>61,113.52</td>
</tr>
<tr>
<td>Federal Commodities Received</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Food Rebates</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Operating Revenue</td>
<td>219,761.84</td>
<td>896,966.03</td>
<td>88,729.62</td>
<td>-</td>
<td>159,001.17</td>
<td>-</td>
<td>1,364,452.66</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATING EXPENSE</th>
<th>Labor and Fringe Benefits</th>
<th>33,563.33</th>
<th>340,378.91</th>
<th>23,830.91</th>
<th>1,701.90</th>
<th>15,322.50</th>
<th>63,898.62</th>
<th>477,064.57</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food</td>
<td>60,634.37</td>
<td>658,619.00</td>
<td>55,494.26</td>
<td>1,828.00</td>
<td>57,668.18</td>
<td>82,612.99</td>
<td>958,561.27</td>
<td></td>
</tr>
<tr>
<td>Other Supplies</td>
<td>3,721.14</td>
<td>42,223.60</td>
<td>1,361.10</td>
<td>-</td>
<td>10,106.97</td>
<td>47,405.81</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Commodities Consumed</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Repair &amp; Materials</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Custodial Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indirect Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Operating Expense</td>
<td>101,308.84</td>
<td>658,619.00</td>
<td>55,494.26</td>
<td>1,828.00</td>
<td>57,668.18</td>
<td>82,612.99</td>
<td>958,561.27</td>
<td></td>
</tr>
</tbody>
</table>

| OPERATING INCOME (Loss) | 118,453.00 | 238,337.03 | 32,235.36 | (1,828.00) | 101,332.99 | (82,612.99) | 405,897.99 |

<table>
<thead>
<tr>
<th>NON-OPERATING REVENUE (EXPENSE)</th>
<th>Administration Expense</th>
<th>(8,133.30)</th>
<th>(8,133.30)</th>
<th>-</th>
<th>-</th>
<th>-</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Income</td>
<td>-</td>
<td>3,800.21</td>
<td>3,800.21</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>POS Convenience Fees</td>
<td>-</td>
<td>6,139.50</td>
<td>6,139.50</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>POS On-Line Fees</td>
<td>-</td>
<td>(11,590.75)</td>
<td>(11,590.75)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Depreciation Expense</td>
<td>-</td>
<td>(9,784.34)</td>
<td>(9,784.34)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Non-Operating Revenue (Expense)</td>
<td>-</td>
<td>(9,784.34)</td>
<td>(9,784.34)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| Income (loss) before Contributors and Transfers | 118,453.00 | 238,337.03 | 32,235.36 | (1,828.00) | 101,332.99 | (92,427.33) | 396,113.05 |

| CAPITAL CONTRIBUTIONS | - | - | - | - | - | - | - |

| TRANSFERS IN | - | - | - | - | - | - | - |
| TRANSFERS OUT | - | - | - | - | - | - | - |

| Change in Net Position | - | - | - | - | - | - | $396,113.05 |

| Totals | - | - | - | - | - | - | - |
Breakfast - Month of September

<table>
<thead>
<tr>
<th>Students by level</th>
<th>2017 Total Brkft</th>
<th>*ADP Brkft 2017</th>
<th>% Participation 2017</th>
<th>2018 Total Brkft</th>
<th>*ADP Brkft 2018</th>
<th>% Participation 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>55,451</td>
<td>2,773</td>
<td>33%</td>
<td>60,217</td>
<td>3,169</td>
<td>37%</td>
</tr>
<tr>
<td>Middle</td>
<td>9,354</td>
<td>468</td>
<td>12%</td>
<td>12,519</td>
<td>659</td>
<td>19%</td>
</tr>
<tr>
<td>High</td>
<td>9,708</td>
<td>485</td>
<td>9%</td>
<td>10,059</td>
<td>529</td>
<td>10%</td>
</tr>
<tr>
<td>Totals</td>
<td>74,513</td>
<td>3,726</td>
<td>22%</td>
<td>82,795</td>
<td>4,358</td>
<td>26%</td>
</tr>
</tbody>
</table>

Lunch - Month of September

<table>
<thead>
<tr>
<th>Students by level</th>
<th>2017 Total Lunches</th>
<th>*ADP Lunch 2017</th>
<th>% Participation 2017</th>
<th>2018 Total Lunches</th>
<th>*ADP Lunch 2018</th>
<th>% Participation 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>111,745</td>
<td>5,587</td>
<td>67%</td>
<td>112,107</td>
<td>5,900</td>
<td>70%</td>
</tr>
<tr>
<td>Middle</td>
<td>50,494</td>
<td>2,525</td>
<td>67%</td>
<td>50,042</td>
<td>2,634</td>
<td>76%</td>
</tr>
<tr>
<td>High</td>
<td>44,170</td>
<td>2,209</td>
<td>42%</td>
<td>42,842</td>
<td>2,255</td>
<td>44%</td>
</tr>
<tr>
<td>Totals</td>
<td>206,409</td>
<td>10,320</td>
<td>60%</td>
<td>204,991</td>
<td>10,789</td>
<td>63%</td>
</tr>
</tbody>
</table>

*Average Daily Participation

Updates & Highlights for August/September 2018

- FFVP (Fresh Fruit and Vegetable Program) - Awarded 7 (3 new sites for 18-19)
  - Current FFVP Sites include Garfield, Hoover, Harrison, Kenwood, Johnson, Taylor & Wright
- Cleveland & McKinley are the first two schools to initiate the Breakfast in the Classroom program.
  - To increase easy access at McKinley, three breakfast carts were purchased and positioned on main level.
  - Reusable bags are used for breakfast to cut down on waste
- Nutrislice digital software introduced
  - Allows families easy access to daily meal offerings and nutritional information.
  - Website address is - https://cr.nutrislice.com
- Preschool - 7 sites in CEP schools moved to serving breakfast and lunch and not snacks
  - This is a substantial savings to the Early Learning Program

Currently the CRCS has 16 CEP schools. (Community Eligibility schools) All students each at no charge.

High Schools - Metro

Middle Schools - McKinley, Roosevelt, Wilson

Elementary Schools - Cleveland, Garfield, Grant, Grant Wood, Harrison, Hoover, Johnson, Kenwood, Taylor
Van Buren, Wright, Polk Alternative
CONSENT AGENDA

BA-19-008/07  Open Enrollment – Denial 2018-2019 School Year (John Rice)

Exhibit: BA-19-008/07.1

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 students commencing with the 2018-2019 School Year.
## OPEN ENROLLMENT DENIALS
### 2018-2019 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>B. &amp; F. Varvaris</td>
<td>D. Haug</td>
<td>10</td>
<td>Cedar Rapids Community School District</td>
<td>Linn Mar Community School District</td>
</tr>
</tbody>
</table>

**Reason:** Application filed late  
Does not meet criteria for pervasive harassment

**TOTALS:** 1 Linn Mar
CONSENT AGENDA

BA-19-009/08  Personnel Report (Linda Noggle)

Exhibit: BA-19-009/08.1-4

Action Item  Motion/2nd/Roll Call

Recommendation:

It is recommended that the Board of Education approve the Personnel Report.
## Apointments - Salaried Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary Placement</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gruwell, Gary</td>
<td>$1,444</td>
<td>Football Asst</td>
<td>11/5/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jefferson</td>
<td></td>
</tr>
<tr>
<td>Holmes, Jordan</td>
<td>$4,323</td>
<td>WM Basketball Asst</td>
<td>11/2/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Kennedy</td>
<td></td>
</tr>
<tr>
<td>Johnson, Larry</td>
<td>$43,792 (prorated)</td>
<td>Engagement Specialist</td>
<td>11/5/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jefferson</td>
<td></td>
</tr>
<tr>
<td>Mahmens, Mac</td>
<td>$2,608</td>
<td>Wrestling Asst</td>
<td>11/2/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jefferson</td>
<td></td>
</tr>
<tr>
<td>Neuberger, Ryan</td>
<td>$1,444</td>
<td>Football Asst</td>
<td>10/16/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jefferson</td>
<td></td>
</tr>
<tr>
<td>Rife, Jonathan</td>
<td>$1,444</td>
<td>Football Asst</td>
<td>10/16/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jefferson</td>
<td></td>
</tr>
<tr>
<td>Smith, Rameses</td>
<td>$1,816</td>
<td>MN Basketball (TEMP)</td>
<td>11/1/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Roosevelt</td>
<td></td>
</tr>
<tr>
<td>Vawter, Noah</td>
<td>$1,444</td>
<td>Football Asst</td>
<td>10/16/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jefferson</td>
<td></td>
</tr>
<tr>
<td>Walters, Luke</td>
<td>$43,792 (prorated)</td>
<td>Engagement Specialist</td>
<td>11/5/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Polk Alternative</td>
<td></td>
</tr>
</tbody>
</table>

## Change of Grade/Position - Salaried Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary Placement</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gillis, Zachary</td>
<td>$43,792 (prorated)</td>
<td>Engagement Specialist</td>
<td>10/15/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jefferson</td>
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</tr>
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</table>

## Resignations - Salaried Staff

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sain, Bruce</td>
<td>Personal</td>
<td>MN Basketball</td>
<td>10/18/2018</td>
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<tr>
<td></td>
<td></td>
<td>Franklin</td>
<td></td>
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</tbody>
</table>

## 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>Abreu, Leidy</td>
<td>$12.00</td>
<td>Paraprofessional</td>
<td>11/1/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Wright</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Rate</td>
<td>Position</td>
<td>Location</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------</td>
<td>-----------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Adams, Katie</td>
<td>$13.82</td>
<td>Cashier</td>
<td>Jefferson</td>
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<tr>
<td>Atkins, Vicki</td>
<td>$12.00</td>
<td>Food Service Asst</td>
<td>Harrison</td>
</tr>
<tr>
<td>Bartels, Erin</td>
<td>$16.34</td>
<td>Custodian II Floater</td>
<td>ELSC</td>
</tr>
<tr>
<td>Canty, Stephen</td>
<td>$13.99</td>
<td>Paraprofessional</td>
<td>Coolidge</td>
</tr>
<tr>
<td>Clayborn, Arianna</td>
<td>$12.00</td>
<td>Paraprofessional</td>
<td>McKinley</td>
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<tr>
<td>Cross, Roxanne</td>
<td>$12.00</td>
<td>Food Service Asst</td>
<td>Roosevelt</td>
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<td>Dee, Rachel</td>
<td>$12.00</td>
<td>Paraprofessional</td>
<td>Arthur</td>
</tr>
<tr>
<td>Devi, Adjo Eva</td>
<td>$13.72</td>
<td>Bus Attendant</td>
<td>ELSC</td>
</tr>
<tr>
<td>Goetschius, Drew</td>
<td>$16.34</td>
<td>Custodian II Floater</td>
<td>ELSC</td>
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<tr>
<td>Herr, Kim</td>
<td>$13.90</td>
<td>Paraprofessional</td>
<td>Gibson</td>
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<td>Johnson, Mary</td>
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<tr>
<td>Kasongo, Mamie</td>
<td>$11.76</td>
<td>Crossing Guard</td>
<td>Hoover</td>
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<tr>
<td>Kenney, Margaret</td>
<td>$13.72</td>
<td>Bus Attendant</td>
<td>ELSC</td>
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<tr>
<td>Kruger, Christine</td>
<td>$18.11</td>
<td>Bus Driver</td>
<td>ELSC</td>
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<tr>
<td>Lammers, Benjamin</td>
<td>$18.11</td>
<td>Bus Driver</td>
<td>ELSC</td>
</tr>
<tr>
<td>Marsden, Shawn</td>
<td>$18.11</td>
<td>Bus Driver</td>
<td>ELSC</td>
</tr>
<tr>
<td>Miller, Racquel</td>
<td>$12.00</td>
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<td>Kennedy</td>
</tr>
<tr>
<td>Mishmash, Ann</td>
<td>$13.72</td>
<td>Bus Attendant</td>
<td>ELSC</td>
</tr>
<tr>
<td>Name</td>
<td>Type of Leave</td>
<td>Assignment</td>
<td>Effective Date</td>
</tr>
<tr>
<td>-----------------</td>
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<tr>
<td>VanOort, Amy</td>
<td>LOA</td>
<td>Autism</td>
<td>11/2/2018</td>
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<tr>
<td></td>
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<td>Garfield</td>
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**CHANGE OF GRADE/POSITION - HOURLY STAFF**

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary Placement</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hammond, Justin</td>
<td>$16.34</td>
<td>Custodian II Floater</td>
<td>11/5/2018</td>
</tr>
<tr>
<td></td>
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<tr>
<td>Loffer, Leslee</td>
<td>$18.38</td>
<td>Behavior Technician</td>
<td>10/26/2018</td>
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<td></td>
<td></td>
<td>Kenwood</td>
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**RESIGNATIONS - HOURLY STAFF**

<table>
<thead>
<tr>
<th>Name</th>
<th>Reason</th>
<th>Assignment</th>
<th>Effective Date</th>
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</thead>
<tbody>
<tr>
<td>Crawford, Monika</td>
<td>Personal</td>
<td>Child Care Professional</td>
<td>11/9/2018</td>
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<tr>
<td></td>
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<td>5 Season's Gibson</td>
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<tr>
<td>Elliott, Jody</td>
<td>Personal</td>
<td>Bus Attendant</td>
<td>10/25/2018</td>
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<td></td>
<td></td>
<td>Transportation</td>
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</tr>
<tr>
<td>Gandara, Paulette</td>
<td>Personal</td>
<td>Food Service Asst</td>
<td>10/19/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Harrison</td>
<td></td>
</tr>
<tr>
<td>Name</td>
<td>Assignment</td>
<td>Effective Date</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td>------------------</td>
<td>----------------</td>
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<tr>
<td>Hammond, Justin</td>
<td>Mild ID</td>
<td>11/2/2018</td>
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<td></td>
<td>Kennedy</td>
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<tr>
<td>Johnson, Armisha</td>
<td>Food Service Asst</td>
<td>10/17/2018</td>
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</tr>
<tr>
<td></td>
<td>Nixon</td>
<td></td>
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<tr>
<td>Lake, Gloria</td>
<td>Multicat 1:1</td>
<td>12/31/2018</td>
<td></td>
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<tr>
<td></td>
<td>Washington</td>
<td></td>
<td></td>
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<tr>
<td>Lynch, JoAnn</td>
<td>BD</td>
<td>11/26/2018</td>
<td></td>
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<td>Jefferson</td>
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<td>Patten, Douglas</td>
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<td>10/11/2018</td>
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<td></td>
<td>Transportation</td>
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<td>Primrose, Ronald</td>
<td>Custodian II</td>
<td>10/30/2018</td>
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<td>Jefferson</td>
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<td></td>
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<tr>
<td>Ptacek, Barbara</td>
<td>Media Secretary</td>
<td>10/26/2018</td>
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<td>Viola Gibson</td>
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<td>Reinke, Kim</td>
<td>Cashier</td>
<td>10/24/2018</td>
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<td>Wilson</td>
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<td>Sanford, Christine</td>
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<td>11/9/2018</td>
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<td></td>
<td>Viola Gibson</td>
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<tr>
<td>Sheldon, Michael</td>
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<td>11/9/2018</td>
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<td></td>
<td>Washington</td>
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<td>Sherard, Peggy</td>
<td>Food Service Asst</td>
<td>10/31/2018</td>
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<td>Nixon</td>
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<tr>
<td>Silbaugh, Curtis</td>
<td>BD 1:1</td>
<td>11/9/2018</td>
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<td>Truman</td>
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**RETIREMENTS - HOURLY STAFF**

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<tr>
<th>Name</th>
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<tbody>
<tr>
<td>Bauck, Valerie</td>
<td>Cashier</td>
<td>11/6/2018</td>
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<td>Grant</td>
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**SHORT TERM CONTRACTS**

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<thead>
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<th>Effective Date</th>
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<tbody>
<tr>
<td>Fosdick, Janet</td>
<td>$5,830</td>
<td>AK Priority Standards</td>
<td>10/5/2018</td>
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<td>ELSC</td>
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<tr>
<td>Pledge-Johnson, Daniel</td>
<td>$5,000</td>
<td>Men's Group</td>
<td>11/5/2018</td>
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<td>Metro</td>
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</tbody>
</table>
CONSENT AGENDA

BA-19-012/03  Policy Manual – Approval –Policy 502 “Employment” (Brad Buck/Laurel Day)

Exhibit: BA-19-012/03.1

Action Item

Pertinent Fact(s):

1. The Board of Education reviews all policies, regulations and procedures at least once every five years.

2. Board approval is required for all policies. This agenda item includes a policy that was presented to the Board at a prior meeting. Administrative regulations and procedures do not require Board approval.

Recommendation:

It is recommended that the Board of Education approve Policy 502 “Employment” of the District Policy Manual as recommended by the Superintendent.
EMployment

The quality of the educational program is largely dependent upon a highly competent staff. Diversity of backgrounds and points of view is essential for a well-rounded and intellectually vigorous staff. Through its employment practices, the District will endeavor to attract, employ, and retain the highest qualified personnel for all positions. Provisions should be made for interviewing through a District recruiting program.

The Superintendent of Schools/designee is responsible for recommending the hiring of certified staff candidates to the Board of Education. The Board of Education delegates authority to the Superintendent to hire support personnel.

Cross Reference: Policy 501
Code of Iowa: Chapter 279.20(2)
CONSENT AGENDA

BA-19-171  Authorization to Erase Digital/Tape Recordings from Closed Sessions (Laurel Day)

Action Item

Pertinent Fact(s):

1. The Code of Iowa Chapter 21.5(4) states that a governmental body shall keep detailed minutes and tape recordings of any closed session for a period of at least one-year from the date of that meeting.

2. Board Regulation 202.10 states that the administration shall request permission from the Board to erase digital/tape recordings older than one calendar year.

Recommendation:

It is recommended that the Board of Education authorize the Board Secretary to erase digital/tape recordings from Closed Sessions that are older than one calendar year.
CONSENT AGENDA

BA-19-172 Agreement – Raptor Technologies (Laurel Day/Akwi Nji)

Exhibit: BA-19-172.1

Action Item

Pertinent Fact(s):

1. The Agreement is for implementation of a Visitor & Volunteer Management System (VMS) which is a web-based application that will register, badge, track and manage the usage of a school visitors. The system gathers pertinent information which records the usage of the facilities and provide documentation of guest’s whereabouts.

2. The system is also used as a valuable tool in coordinating school volunteers through an on-line application and screening process. The system is a web-based volunteer management solution designed to simplify and help effectively track our volunteer hours and activities.

3. Additionally, the system is used to enhance school security by checking visitors at our school sites through the use of an approved government-issued ID or other approved documentation.

4. The VMS was a pilot program at both Harrison Elementary School and Kenwood Leadership Academy at the beginning of the 2018-2019 School Year. The success and feasibility of the pilot program was evaluated. The plan is to continue with the roll-out of the VMS to the remainder of the CRCSD Elementary Schools during the current school year.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Raptor Technologies for the implementation of a Visitor and Volunteer Management System at CRCSD Elementary Schools.
**Account Name**: Cedar Rapids Community School District  
**Billing Address**: Educational Leadership & Support Center, 2500 Edgewood Rd Nw, Cedar Rapids, IA 52405, United States

<table>
<thead>
<tr>
<th>Product</th>
<th>Product Description</th>
<th>Sales Price</th>
<th>Quantity</th>
<th>Subtotal</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visitor Management Annual Access Fee</td>
<td>One (1) year Annual Software Access Fee (per location). Renewal fee is due on the anniversary month of purchase. Raptor Alert Monitoring service and technical support is included.</td>
<td>$540.00</td>
<td>21.0</td>
<td>$11,340.00</td>
<td>$11,340.00</td>
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<tr>
<td>Database Activation Fee</td>
<td>One-time fee for provisioning and activating database storage (per location).</td>
<td>$350.00</td>
<td>21.0</td>
<td>$7,350.00</td>
<td>$7,350.00</td>
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<tr>
<td>Remote Installation and Training Fee</td>
<td>Remote web- and phone-based installation and training (per location).</td>
<td>$125.00</td>
<td>21.0</td>
<td>$2,625.00</td>
<td>$2,625.00</td>
</tr>
<tr>
<td>CR5400 ID Scanner</td>
<td>ID scanner for state issued identification cards -- 2 year limited warranty.</td>
<td>$495.00</td>
<td>38.0</td>
<td>$18,810.00</td>
<td>$18,810.00</td>
</tr>
<tr>
<td>Dymo 450 Turbo Label Printer</td>
<td>Badge printer for visitors and/or student tardy passes -- 2 year limited warranty.</td>
<td>$139.00</td>
<td>38.0</td>
<td>$5,282.00</td>
<td>$5,282.00</td>
</tr>
<tr>
<td>Raptor Visitor Badges (White) Box</td>
<td>Raptor visitor badges (4 rolls/300 badges per roll). Quality guaranteed for one (1) year after purchase date.</td>
<td>$50.00</td>
<td>38.0</td>
<td>$1,900.00</td>
<td>$1,900.00</td>
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<tr>
<td>Shipping and Handling Fee</td>
<td>Required on all new orders.</td>
<td>$26.00</td>
<td>21.0</td>
<td>$546.00</td>
<td>$546.00</td>
</tr>
</tbody>
</table>

**Additional Details**

**Quote Notes**: Annual Renewal is $540 per year, per school.

**Subtotal**: $47,853.00  
**Grand Total**: $47,853.00

**SUBMIT PO's**: To purchase, send purchase order to afrillman@raptortech.com or fax to 713-880-2577.

**ORDER EQUIPMENT/SUPPLIES**:  
To order equipment and supplies with a credit card, visit www.shop.raptortech.com or submit PO to orders@raptortech.com or fax to 713-880-2577.  
**RENEW**:  
Email renew@raptortech.com with your purchase order, or email and request your renewal invoice.  
**REMIT CHECK PAYMENTS TO**:  
Dept. 141 :: P.O. Box 4458 :: Houston, TX :: 77210-4458  
For any other questions, email accounting@raptortech.com

**TERMS AND CONDITIONS**:  
1. Only hardware and supplies purchased through Raptor Technologies, LLC are approved for use with the Raptor System. Use of any hardware or supplies not approved by Raptor Technologies may void all warranties and guarantees.  
2. Restocking fee of 25% of purchase price will apply to all returns. Shipping/handling fees are non-refundable.  
3. All purchases from Raptor are subject to terms and conditions of the Raptor Subscription Agreement, which can be found at https://raptortech.com/agreement.
CONSENT AGENDA

BA-19-173 Agreement – Cedar Rapids Community School District and Siteimprove
(Craig Barnum/Lori Bruzek)

Exhibit: BA-19-173.1-15

Action Item

Pertinent Fact(s):

1. The District strives to have a robust web presence for all schools and district departments. Ensuring web content quality and accessibility is a high priority.

2. Additionally, all government and public schools’ websites must be 508 compliant. The web compliance standards are set by Section 508 of the Rehabilitation Act. School districts are seeing an increase in civil rights complaints for non-compliant websites.

3. Monitoring websites’ availability, accessibility, and content quality is currently a manual process. Not all pages get reviewed or updated timely as the district has approximately 35,000 web pages and 4500 PDFs across all schools and department sites.

4. Siteimprove provides tools, monitoring, and analytics to improve our websites. The service will identify pages for quality issues such as broken links, spelling errors, and readability. The service also scans design elements and content for Section 508 (ADA) accessibility compliance.

5. Alerts allow webmasters to quickly know about and address issues without having to manually review each page individually.

6. The analytic tools will provide valuable insight on what content is popular with our audiences and aid future web site redesign efforts.

7. The annual cost of $18,666 is roughly 50 cents per web page/document.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Siteimprove.
Software-as-a-Service Subscription Agreement

This Software-as-a-Service Subscription Agreement ("Agreement") is by and between Siteimprove, Inc., a California corporation with a business address at 7807 Creekridge Circle, Bloomington, MN 55439, and its Affiliates (defined below) (collectively, "Siteimprove") and Cedar Rapids Community School District ("Customer" / "you" / "your") for Siteimprove services. This Agreement consists of the following: (A) this Software-as-a-Service Subscription Agreement document; (B) Exhibit A, "Website(s); (C) Exhibit B, "Terms and Conditions"; and (D) any other exhibits listed in this Agreement.

This offer is only valid if signed by you on or before November 21, 2018. After that date, please contact Siteimprove to issue a new offer.

Below is a description of the modules that are included in the Agreement ("Included Services"): Product Bundle: Education Complete

<table>
<thead>
<tr>
<th>Included Services</th>
<th>Limits (the &quot;Limits&quot;)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Assurance</td>
<td>36,000 Pages</td>
</tr>
<tr>
<td>Crawls website and identifies quality issues.</td>
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</tr>
<tr>
<td>Policy</td>
<td></td>
</tr>
<tr>
<td>Allows Customer to set website parameters to ensure consistency in content.</td>
<td></td>
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<tr>
<td>Accessibility</td>
<td></td>
</tr>
<tr>
<td>Checks website against selected WCAG 2.1 accessibility standards and WAI-ARIA techniques.</td>
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</tr>
<tr>
<td>SEO</td>
<td></td>
</tr>
<tr>
<td>Details technical and content-related issues affecting search engine rankings and traffic to the website.</td>
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</tr>
<tr>
<td>Priority</td>
<td></td>
</tr>
<tr>
<td>Allows Customer to set criteria for order in which issues and errors are reported. This service requires the implementation of a script on the website.</td>
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</tr>
<tr>
<td>Accessibility Community Membership</td>
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<tr>
<td>Membership to Siteimprove’s Accessibility Community.</td>
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<tr>
<td>PDF Scanning</td>
<td>5,000 PDFs</td>
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<tr>
<td>Monitors website’s availability and performance.</td>
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</tr>
<tr>
<td>Response</td>
<td>3 Response Check Points</td>
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<tr>
<td>Usability</td>
<td>10 Maps</td>
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<tr>
<td>Understand your users’ experience on your website with Heat Maps, Scroll Maps, Click Maps, Online User Survey, Internal Search Stats.</td>
<td></td>
</tr>
<tr>
<td>Premium Support Plan</td>
<td></td>
</tr>
</tbody>
</table>

* The Limits consist of the following and their applicable definitions:

- **Pages**: A Page is an electronic document created with HTML and accessible with a browser.
- **Response Check Points**: Response Check Points are single URLs that are monitored for up-time and response time performance from a series of reliable servers across the globe.
- **Yearly Page Views**: Yearly Page Views are the total number of Page Views a website will generate over the course of 365 days. A "Page View" is a single view by a website user.
of a page on a website that is being tracked by the Siteimprove Analytics tracking code. If a user clicks reload after reaching the page, it is counted as an additional Page View. If a user navigates to a different page and then returns to the original page, an additional Page View is recorded.

PDFs: Portable Document Format (PDF) is a file format that has captured all the elements of a printed document as an electronic image that you can view, navigate, print, or forward to someone else. To be included in this subscription a PDF must be hosted on one of the covered websites.

Access to the services
Please allow up to five business days for setup to the Included Services to be completed. The Included Services can be accessed at http://my.siteimprove.com. At that location, you can administer the logins for your authorized users. The Included Services also include training and tech support pursuant to Exhibit C.

Academy Plus
Siteimprove’s Academy offers courses on Accessibility, Analytics, and SEO (each a “Course”). The Included Services also include access to Siteimprove’s Academy Plus for up to 100 users at no additional charge. Academy Plus includes all Courses and learning tracks, a team leaderboard, administrative capabilities, and reporting. Academy Plus can be accessed through your dashboard at the URL stated above.

Limitations
The Included Services are subject to the following limitations:

- Your use of the Included Services is subject to the Limits. If you exceed the Limits, we will notify you that continued use in excess of the Limits may subject you to additional charges which will be documented in a mutually-agreed change order.
- Included Services may only be run on the website(s) listed in Exhibit A.
- Websites can be added to the Included Services, subject to the approval of Siteimprove.
- You must be the owner of the approved website(s).
- You can only add websites – approved websites cannot be replaced with different websites.
- Included Services may only be run on public websites that do not contain sensitive or personal information.

Term
The first date for this Agreement (the “Effective Date”) is December 1, 2018. This Agreement will remain in force for a period of 3 years and 212 days following the Effective Date (the “Initial Term”). After the Initial Term, this Agreement will automatically renew for one or more additional consecutive periods of 12 months (the “Renewal Term”) until terminated according to Section 3 (Termination) of the Terms.

Subscription Fees
The annual subscription fee (excluding applicable taxes) for the Included Services is: $18,666 (the “Fee”).

For the first 212 days of this Agreement, you will be invoiced a one-time fee of $10,888.50. This amount is in addition to the Fee and will be invoiced as listed below.

This Fee includes a discount of 15%.
Invoices & Payments

All invoices are sent to the email address listed in the Customer Information section. If an email address is not listed, your invoice will be sent to the most current email address that Siteimprove has on file.

You will be invoiced as follows:

- On the Effective Date, you will be invoiced for $10,888.50.
- At the conclusion of the first 212 days of this Agreement on July 1, 2019, You will be invoiced for the Fee.
- At least 45 days prior to the expiration of the Initial or Renewal Term, you will be invoiced for the Fee.

All invoices must be paid pursuant to the terms set forth in Section 2 of the Terms and Conditions (Exhibit B).
Customer Information (Required)

You may be subject to sales tax (or equivalent). Sales tax is determined based on the below-entered service location. Sales tax is not included in the Fee.

Service Address (Must be a physical address. The Service Address cannot be a PO Box)

Name:

Cedar Rapids Community School District
Address:

2500 Edgewood Road NW, Cedar Rapids, IA  52405

Email:

319/558-2000
Phone:

Billing Address (only complete if different from Service Address)

Name:

Address:

Email:

Phone:
Customer Information

You may be subject to sales tax (or equivalent) unless you can provide proof of exemption. Are you exempt from sales tax?

☐ Yes, please attach exemption form.
☐ No.

Is a Purchase Order Number (“PO”) required?

☐ Yes, please provide Purchase Order Number: _________________________
☐ No

If a PO is required, will you be providing a new PO for each invoice?

☐ Yes
☐ No, the provided PO number can be used for the initial invoice and all subsequent invoices
Signatures

By signing below, each party acknowledges that it has carefully read and agrees to be bound by the terms of this Agreement. This Agreement will become effective on the Effective Date.

SITEIMPROVE Inc.

Signature

Morten Ebbesen

Name

October 19, 2018

Date

Cedar Rapids Community School District

Signature

Laurel A. Day

Name

November 12, 2018

Date
Exhibit A: Website(s)

The Included Services may be run on the following website(s):

- http://www.cr.k12.ia.us/
- http://jefferson.cr.k12.ia.us/
- http://kenn.cr.k12.ia.us/
- http://cmetro.cr.k12.ia.us/
- http://crwash.cr.k12.ia.us/
- http://franklin.cr.k12.ia.us/
- http://harding.cr.k12.ia.us/
- http://mckinley.cr.k12.ia.us/
- http://roosevelt.cr.k12.ia.us/
- http://taft.cr.k12.ia.us/
- http://wilson.cr.k12.ia.us/
- http://arthur.cr.k12.ia.us/
- http://cleveland.cr.k12.ia.us/
- http://coolidge.cr.k12.ia.us/
- http://erskine.cr.k12.ia.us/
- http://garfield.cr.k12.ia.us/
- http://grant.cr.k12.ia.us/
- http://grantwood.cr.k12.ia.us/
- http://harrison.cr.k12.ia.us/
- http://hiawatha.cr.k12.ia.us/
- http://hoover.cr.k12.ia.us/
- http://jackson.cr.k12.ia.us/
- http://johnson.cr.k12.ia.us/
- http://kenwood.cr.k12.ia.us/
- http://madison.cr.k12.ia.us/
- http://nixon.cr.k12.ia.us/
- http://pierce.cr.k12.ia.us/
- http://taylor.cr.k12.ia.us/
- http://truman.cr.k12.ia.us/
- http://vanburen.cr.k12.ia.us/
- http://gibson.cr.k12.ia.us/
- http://wright.cr.k12.ia.us/
- http://homeschool.cr.k12.ia.us/
- http://btrades.cr.k12.ia.us/
- http://transition.cr.k12.ia.us/
1. DEFINITIONS
   a. Interpretation. Capitalized terms used in these Terms and Conditions will have the meanings ascribed to them in the Agreement as defined below. Terms other than those defined below will be given their plain English meaning and terms of art having specialized meanings in the software industry will be construed in accordance with industry standards. Unless the context otherwise requires, words importing the singular include the plural and words importing the masculine include the feminine and vice versa where the context so requires.
   b. “Affiliate” means any entity directly or indirectly controlling or controlled by or in common control with a party, where “control” is defined in this context as the ownership of at least fifty percent (50%) or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, or other owners of such entity. An entity shall no longer be an Affiliate when through loss, divestment, dilution or other reduction of ownership, the requisite control no longer exists.
   c. “Confidential Information” means information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used that either party discloses on or after the Effective Date, to the other party or its parents, affiliates’ employees, contractors, officers, directors, partners, agents, attorneys, accountants or advisors. Confidential Information includes: business processes, practices, methods, policies, plans, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, databases, records, financial information, results, accounting information, accounting records, legal information, pricing information, credit information, payroll information, staffing information, internal controls, security procedures, sales information, revenue, costs, communications, original works of authorship, customer information, and customer lists.

   Confidential Information does not include information that: (a) was in the public domain prior or subsequent to the time such portion was communicated to the receiving party, through no fault of that party; (b) was rightfully in the receiving party’s possession free of any obligation of confidence at or subsequent to the time such portion was communicated by the disclosing party; (c) was developed by the receiving party independently of and without reference to any information communicated by the disclosing party; (d) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence; or (e) is approved by the disclosing party for release by the receiving party.

2. INVOICES; PAYMENTS; PAST-DUE INVOICES
   Unless expressly agreed otherwise, the Fee for the Initial Term will be invoiced on the Effective Date. At least 45 days prior to the expiration of the Initial or Renewal Term, Customer will be invoiced for the Fee for the Renewal Term. Customer will pay all invoices within 30 days of issuance. Unless expressly agreed otherwise, all prices are in United States Dollars. There is no charge for updates to, or new releases of, Included Services. However Siteimprove may launch new modules/services/products that are not covered by the Fee. In the event that an invoice becomes past-due, Siteimprove will notify Customer by phone or email. After Siteimprove has provided notice, Customer will have five business days to pay the past-due invoice. If Customer fails to make the payment by the end of the cure period, then Siteimprove reserves the right to: (i) begin charging Customer interest for the past-due amount at an interest rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is smaller; (ii) discontinue the Included Services; or (iii) terminate this Agreement pursuant to Section 3 (a) (Termination).

3. TERMINATION
   a. For Material Breach. Either party may terminate this Agreement in the event of a material breach by the other party of its obligations under this Agreement if the other party fails to cure the breach within 30 days after receipt of written notice of breach.
   b. For Convenience. During the Initial Term or Renewal Term, either party may terminate this Agreement at any time for its convenience, with or without cause, by giving written notice to the other
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party at least 45-days prior to the start of the Renewal Term. Customer remains liable for payment of all Fees owed and will not be entitled to a credit or refund when the Agreement is terminated pursuant to this Section 3(b).

4. INCLUDED SERVICES
Subject to the terms and conditions of this Agreement, Siteimprove will allow the Customer to access the Included Services.

a. Ownership. Customer acknowledges and agrees that Siteimprove owns and shall remain the sole owner of all intellectual property rights vested in the Included Services created prior to or during the performance by the parties of this Agreement. This ownership right includes any inventions, patents, utility model rights, copyrights, design rights, mask works, trademark rights, or know-how, whether registered or not.

b. Use. The right to access the Included Services is worldwide, non-transferable, non-assignable (except as permitted in this Agreement) and limited in time to access and use during the Initial and any Renewal Terms and solely for Customer’s internal business purposes by Customer’s authorized agents. Customer will have access to the Included Services only for those website domain(s) authorized pursuant to this Agreement.

c. Restrictions. This right is not a perpetual right to use, and Customer has no right to retain or to use the Included Services after termination of the Initial or Renewal Term. Customer has no right to rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Included Services available to any third party. Without limiting the generality of any other provisions stated in this Agreement, the Included Services may not be (a) used in the performance of services for or on behalf of any third party or as a service bureau; (b) modified, incorporated into or combined with other software, or created as a derivative work of any part of the Included Services; (c) used to process any sensitive or personal information; or (d) used for any illegal purpose. Customer may not modify, disassemble, decompile or otherwise reverse engineer the Included Services nor permit any third party to do so except as expressly permitted by law. Siteimprove reserves all rights not expressly granted to Customer under this Agreement. The use of Siteimprove’s intellectual property beyond the express access grant in this Section 4 is outside the scope of this Agreement.

d. Support. Siteimprove will provide support to the Customer pursuant to the agreed support plan attached as Exhibit C. In no event will Siteimprove be obligated to furnish support for any version of the Included Services that Customer has modified or altered in any way.

e. Operational Data. The Included Services are designed to collect certain operational data, which may be used by Siteimprove for various business purposes, which may include customer support, verifying the need for and providing updates to the Included Services, market research and product planning, verifying Customer’s compliance with the terms and conditions of this Agreement and protecting Siteimprove’s intellectual property. If Customer has used the Included Services outside the parameters set forth in the Agreement, Customer will be required to pay additional fees to cover the additional use.

f. Development Site. The Included Services may be used on a temporary staging environment, which hosts web content prior to the launch of Customer’s new website (a “Development Site”) for up to one (1) year at no additional charge (“Complimentary Scanning”). Customer’s live website must be included in Customer’s subscription, and the Limits applicable to a Development Site must not exceed the Limits of the mirrored live site. Customer’s permanent testing environments which remain active post-launch for ongoing testing and maintenance purposes are not eligible for Complimentary Scanning. To add a Development Site, Customer must either: (i) add the Development Site via the Siteimprove platform; or (ii) submit a ticket through the Siteimprove Help Center (https://support.siteimprove.com).

5. REPRESENTATIONS AND WARRANTIES

a. For Siteimprove. Siteimprove represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; and (iv) the Included Services will perform...
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substantially as described in this Agreement, provided that it is used in accordance with the Agreement, including on the specified domains. These representations and warranties are only for the benefit of Customer.

b. For Customer. Customer represents and warrants that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against it; (iii) entering into and performing its obligations under this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party; (iv) it has full and legal right or authorization to display, disclose, transfer, assign or convey the information set forth and accessible on the websites on which the Included Services will be administered; and (v) it is aware that the Included Services are designed and developed to handle information that can be viewed on a public website and acknowledges that any data scanned through the Included Services on a Development Site will be processed and stored by Siteimprove just as data scanned on a public website.

c. Disclaimer. Except for the express representations and warranties listed in this Agreement, each party makes no representations or warranties of any kind, whether express or implied, and expressly disclaims all warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Unless set forth in this Agreement, no oral or written information or advice given by either party will create a representation or warranty.

6. FORCE MAJEUERE

No party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party’s (“Impacted Party”) reasonable control (“Force Majeure Events”). Force Majeure Events include: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. A change in economic circumstances is not a Force Majeure Event. If a Force Majeure Event occurs, the Impacted Party will provide prompt notice to the other party, stating the period of time the failure or delay is estimated to last. In the event that the Impacted Party’s failure or delay remains uncured for a period of 30 days following written notice, either party may terminate this Agreement upon five days’ written notice.

7. LIMITATION OF LIABILITY

a. In no event will either party or its agents, officers, directors, employees, successors, assigns, or Affiliates be liable to the other party or its agents, officers, directors, employees, successors, assigns, or Affiliates for any indirect, incidental, consequential, punitive, or other special damages. This limitation includes any loss of profits, business interruption, goodwill, loss of data/content or the restoration of any of those items.

b. In addition to and without limiting the generality of Section 7(a), the aggregate liability of either party for any and all claims arising out of or relating to this Agreement will, in any circumstances, be limited to the Fees paid or payable by Customer to Siteimprove for the right to access or use the Included Services during the Initial Term or any Renewal Term (as the case may be).

8. CONFIDENTIALITY

Each party will: (a) hold Confidential Information in confidence; (b) use its best efforts to protect Confidential Information in accordance with the same degree of care with which it protects its own Confidential Information; and (c) not disclose the other party’s Confidential Information to any third party, except in response to a valid order by a court or other governmental body or as required by law. The receiving party will promptly give notice to the disclosing party of any unauthorized use or disclosure of the disclosing party’s Confidential Information. The receiving party agrees to assist the disclosing party in remedying any such unauthorized...
use or disclosure of the disclosing party’s Confidential Information. At any time, upon written request, the receiving party will return or destroy the Confidential Information that the disclosing party has provided to it.

9. ASSIGNABILITY
This Agreement is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and assigns. Except as otherwise expressly provided in this Agreement, neither party may assign, transfer, convey or encumber this Agreement or any rights granted in it, either voluntarily or by operation of law, without the prior written consent of the other party. Any attempt to do so is null and void. Notwithstanding the foregoing, a party shall have the right to assign this Agreement to its parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering, provided the assignee is subject to all obligations of the Agreement.

10. NOTICES
Unless expressly set forth in the Agreement, all notices and other communications required by this Agreement must be in writing and sent to the parties at the addresses set forth below via overnight courier service, express postal service, or email with read-receipt. Notices are effective only: (a) upon receipt; and (b) if the party giving the Notice has complied with the requirements of this Section. Notice to Customer should be sent to the address set forth in the Billing Information Section. Notice to Siteimprove should be sent to:
Siteimprove, Inc.
Attn: Legal Department
7807 Creekridge Circle
Bloomington, MN 55439
With a copy to:
legal@siteimprove.com

11. CONSUMER PRICE INDEX
The agreement is made in line with the Consumer Price Index (CPI). At the time of invoicing for the Renewal Term, the parties agree that the Fee may be increased to align with the latest CPI. The increase may not be more than 3% of the prior year’s contract value.

12. GOVERNING LAW
This Agreement will be governed by and construed in accordance with the laws of Iowa and the United States of America, except for its conflicts of law rules and principles. In the event of any suit or proceeding arising out of or related to this Agreement, the courts of Iowa will have exclusive jurisdiction and the parties will submit to the jurisdiction of those courts.

13. NO WAIVER
The delay or failure of either party to exercise any right, power, or privilege under this Agreement is not to be treated as a waiver of that right, power, or privilege.

14. PUBLICITY
Customer consents to Siteimprove reproducing and publicizing its trading name, trademarks, logos and any Included Services utilized by Customer, on the corporate website of Siteimprove and in company presentations. Customer retains the right to revoke this consent through written notification to Siteimprove.

15. COUNTERPARTS
The Agreement may be executed in any number of counterparts. Each counterpart is an original and, when combined with another counterpart, will be treated as part of the same document. Any counterparts of this Agreement may be delivered electronically in PDF format; these formats have the same effect as an original executed counterpart.

16. SEVERABILITY
Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective to the extent of that prohibition or unenforceability in that jurisdiction. The validity, enforceability, or legality of the remaining provisions will not be affected.

17. ENTIRE AGREEMENT
This Agreement constitutes and expresses the entire agreement and understanding between the parties. This Agreement supersedes any prior communications, understanding, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. The parties are not relying on any representations or warranties other than those expressly listed in this Agreement. Any standard or boilerplate terms and conditions included on any document provided by one party to another (e.g., click-wrap agreements and purchase orders).
are not part of this Agreement and will not be binding on either party. Any changes or modifications to this Agreement must be in writing, acknowledge the intent to amend the terms and conditions of this Agreement and be signed by an authorized representative of both parties before taking effect.
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Exhibit C - Premium Support Plan

1. SCOPE OF SERVICES. Siteimprove provides Premium support as set forth in this Premium Support Plan.

2. SELF-HELP RESOURCES. Customers can take full advantage of Siteimprove self-help tools, available online via our Help Center (https://support.siteimprove.com/). From that page, Customers can find links to technical documentation and knowledge base articles, discuss issues with other users in our community forums, review what’s new, read technical notes, and access free webinars.

3. PRODUCT SUPPORT AND TRAINING. Customers can contact Siteimprove for product support, training, and additional services by visiting our Help Center (https://support.siteimprove.com/). At that location, Customers can submit a support ticket 24x7x365.

3.1 SERVICE LEVELS. Siteimprove will utilize commercially reasonable efforts to promptly respond to all requests. Siteimprove aspires to review and respond to at least ninety percent (90%) of all tickets and requests within one (1) Business Day. "Business Days" are defined as the days on which Customer’s regional support center is open for business (see Section 4). Besides general questions and technical issues, services covered by these tickets and requests include:

- Custom CMS deep-link setup
- Custom event-tracking setup (setup of ten events)
- Custom setup of internal search tracking
- Setup of Development website crawls
- Set up of non-public website (excluding development sites and subject to additional terms and conditions)
- Set up of custom advanced policies

3.2 SEVERITY LEVELS. When submitting a support ticket, Customers are asked to specify a severity level. The severity level is a measure of the relative impact of the reported issue on the Customer’s systems or business. Accurately defining the severity ensures a timely response and helps Siteimprove to better understand the nature of the issue.

<table>
<thead>
<tr>
<th>COSMETIC</th>
<th>MINOR</th>
<th>MAJOR</th>
<th>CRITICAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minor problem not impacting service functionality</td>
<td>Service is operational but partially degraded for some or all users, and an acceptable workaround or solution exists</td>
<td>Service is operational but performance is highly degraded to the point of major impact on usage</td>
<td>Service is down or unavailable</td>
</tr>
<tr>
<td>Feature requests or missing or erroneous documentation</td>
<td>The problem is with a non-critical feature or functionality</td>
<td>Important features are unavailable, with no acceptable workaround; however, operations can continue in a restricted fashion</td>
<td>Critical features or functionality is unavailable or inaccessible, resulting in total disruption of work or critical business impact</td>
</tr>
<tr>
<td>Question/ information request that does not affect delivery of service</td>
<td></td>
<td>Access to a particular third-party application or service provider deemed noncritical is impacted</td>
<td>Service crashes or hangs indefinitely causing unacceptable or indefinite delays for resources or response</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Data is corrupted or lost and must be restored from backup</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Any critical error encountered will be worked</td>
</tr>
</tbody>
</table>
3.3 KEY ACCOUNT MANAGEMENT. Premium Support Customers are assigned a Customer Success Manager (CSM) – a product expert who understands the Customer’s business priorities and desired outcomes. The CSM quickly and effectively onboards the Customer, collaborates with technical support and other Siteimprove teams to manage the Customer’s issues to resolution, offers guidance to the Customer on training needs of users, sets up bi-annual business reviews, and reports progress on a regular basis.

4. SUPPORT AVAILABILITY. Siteimprove has regional support centers servicing the Americas, EMEA and APAC. Open hours for these regional support centers are as follows.

- Americas Support Center - Minneapolis, MN, USA
  Weekdays 8:00 a.m. to 5:00 p.m. — Central Standard Time (CST/CDT) -0600 UTC excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year’s Eve

- EMEA Support Center - Copenhagen, Denmark
  Weekdays 8:00 a.m. to 5:00 p.m. — Central European Time (CET/CEST) +0100 UTC excluding Danish public holidays

- APAC Support Center - Sydney, NSW, Australia
  Weekdays 8:00 a.m. to 5:00 p.m. — Australian Eastern Standard Time (AEST/AEDT) +1000 UTC excluding New South Wales national and regional public holidays

5. SYSTEM AVAILABILITY.

5.1 STANDARD. Siteimprove will maintain its systems and operations to ensure Customer has access to the Included Services ninety-nine percent (99%) of the time (“System Availability”). System Availability is calculated as:

\[
\frac{\text{Total number of minutes in a calendar month}}{\text{Total number of minutes in a calendar month}} - \frac{\text{Scheduled Downtime}}{\text{Scheduled Downtime}} - \frac{\text{Unscheduled Outage Time}}{\text{Unscheduled Outage Time}} \times 100\%
\]

Scheduled Downtime is defined in Section 9. “Unscheduled Outage Time” is the number of minutes where the system is unavailable outside of the Scheduled Downtime. Unscheduled Outage Time does not include any exclusions defined in Section 6.3 (Exceptions).

5.2 MONITORING AND MANAGEMENT. Siteimprove will regularly monitor and manage its systems and operations to meet or exceed the System Availability. Such monitoring and management will include proactively monitoring all Included Service functions, servers, firewall and other components of Included Service security. If such monitoring identifies, or Siteimprove otherwise becomes aware of, any circumstance that is reasonably likely to threaten the System Availability, then Siteimprove will take necessary and commercially reasonable remedial measures to promptly eliminate or mitigate the actual or potential threat. If the Included Service or any Included Service function or component is not available, Siteimprove will: (a) verify the outage; (b) if the outage is verified, notify Customer as long as Customer has signed up for email alerts at http://status.siteimprove.com/ (https://support.siteimprove.com/); (c) resolve the outage or, if determined to be an internet provider problem, open a ticket with the internet provider; and (d) subject to the Customer having signed up for email alerts as described in Section 5.2(b), notify Customer when the outage has been resolved, along with any pertinent findings.
5.3 EXCEPTIONS. No period of Included Service degradation or inoperability will be included in Unscheduled Outage Time when calculating System Availability to the extent that such downtime or degradation is a result of: (i) Customer’s misuse of the Included Services; (ii) failures of Customer’s internet connectivity; (iii) Customer’s failure to meet any minimum hardware or software requirements; or (iv) Scheduled Downtime.

6. SYSTEM RESPONSE RATE. Siteimprove will maintain its systems and operations to ensure that ninety-five percent (95%) of the time, the Included Services will provide a response to an external system inquiry in three seconds or less ("Response Rate"). The Response Rate will be measured from the time the inquiry is received by the Included Services to the time that the response is sent by the applicable system. The Response Rate does not include any time during which Siteimprove is performing system maintenance. The Response Rate will be measured by a third-party solution of Siteimprove’s choosing and reporting is available upon written request.

7. LIABILITIES. Siteimprove will exercise its best efforts to meet the standards set forth in this plan. In the event of a material failure to meet the above standards in any given month, a service credit in the amount of three percent (3%) of the pro-rated annual subscription fees for the applicable month will be issued for Customer and available for future subscription fees ("Service Credit"). Siteimprove has no obligation to issue any Service Credit unless (i) Customer reports the material failure to Siteimprove immediately on becoming aware of it; and (ii) requests such Service Credit in writing within three days of the failure. In no event will a Service Credit exceed 10% of the annual subscription fee as set forth in the Agreement. The Service Credit is non-refundable upon termination of Customer’s Agreement with Siteimprove. The parties acknowledge and agree that the Service Credit is intended to be Customer’s sole and exclusive remedy with respect to any failure by Siteimprove under this plan.

8. SCHEDULED DOWNTIME. Siteimprove will notify Customer through email alerts at least twenty-four (24) hours in advance of all scheduled outages of the included Services ("Scheduled Downtime") as long as Customer has signed up for the alerts at http://status.siteimprove.com (https://support.siteimprove.com/).

9. MAINTENANCE OF INCLUDED SERVICES. Siteimprove will regularly maintain the Included Services to meet or exceed the System Availability. Such maintenance services will include providing to Customer: (a) all updates, bug fixes, new releases, new versions and other improvements to the Included Services; and (b) all services and repairs that Siteimprove deems necessary to maintain or provide access to the Included Services.

10. TERM. This Premium Support plan remains in force for as long as Customer continues to pay Siteimprove for the Premium Support. Siteimprove has sole discretion to update the terms of this plan at any time. In such event, said update(s) will not result in a reduction in the level of support set forth in this plan. Any updates shall be provided to Customer in a timely fashion.
CONSENT AGENDA

BA-19-174  Agreement – Long Term Suspension (Rod Dooley)

Exhibit: Confidential Item

Action Item

Pertinent Fact(s):

The identified student’s long-term suspension will be until the end of the 2018-2019 School Year. The student’s parents have voluntarily waived a long-term suspension hearing. Additional educational services may be provided by the District to the student during the suspension period.

Recommendation:

It is recommended that the Board of Education approve the Agreement – Long Term Suspension for the identified student through the remainder of the 2018-2019 School Year.
CONSENT AGENDA

BA-19-175  Agreement – Cedar Rapids Community School District and Rick Nolan – Cash Rent Farm Lease (David Nicholson)

Exhibit:  BA-19-175.1-4

Action Item

Pertinent Fact(s):

The exhibit provides an updated Farm Cash Rent Lease originally drafted by legal counsel, between the District and Rick Nolan that provides for a continuation of an existing agreement to farm 34.3 acres of District owned land adjacent to Morgan Creek Park. In light of the higher cash rents according to the ISU Cash Rental Rates for Iowa 2018 Survey, the cash rent per acre is recommended to be increased from $231/acre to $235/acre.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Rick Nolan - Cash Rent Farm Lease.
Iowa Cash Rent Farm Lease (Short Form) for 2018

Owner (s): Cedar Rapids Community School District
Operator (s): Rick Nolan

1. Legal Description:

The SW 1/4 NW 1/4 of Section 22-83-8, Linn County, Iowa excepting therefrom the West 16 rods of the North 10 rods, excepting the Public Highway and three acres M/L, legally described as follows:

PLAT OF SURVEY # 1891 PARCEL IS PART OF THE SW1/4 NW1/4 OF SECTION 22, TOWNSHIP-83-NORTH, RANGE-8-WEST OF THE 5TH P.M., CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER SW1/4 NW1/4 OF SAID SECTION 22;
THENCE S00°55'28"E ALONG THE EAST LINE SW1/4 NW1/4 OF SAID SECTION 22, 580.01 FEET;
THENCE S89°22'09"W, 225 FEET;
THENCE N00°55'28"W, 580.01 FEET TO THE NORTH LINE OF THE SW1/4 NW1/4 OF SAID SECTION 22;
THENCE N89°22'09"E ALONG SAID NORTH LINE, 225.00 FEET TO THE POINT OF BEGINNING CONTAINING 3.0 ACRES (130.502 SQ.FT.) MORE OR LESS.
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

2. Term of Lease: Beginning March 1st, 2019, and ending the last day of February 2020, but subject to modification as per Section 18 of this Lease.

3. There are 34.3 contract acres available according to county FSA records, but subject to modification as per Section 18 of this Lease.

The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

<table>
<thead>
<tr>
<th>Structure</th>
<th>Purpose</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

In the event of damage or destruction of buildings or structures listed above the Owner will have the option to replace them or provide their functional equivalent operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.
4. **Cash Rent**: Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cropland</td>
<td>34.3 acres @ $235.00 = $8,060.50</td>
</tr>
<tr>
<td>Cropland</td>
<td>$</td>
</tr>
<tr>
<td>Established hay land</td>
<td>$</td>
</tr>
<tr>
<td>Pasture</td>
<td>$</td>
</tr>
<tr>
<td>Buildings and storage structures, housing</td>
<td>$</td>
</tr>
<tr>
<td>Total annual rent</td>
<td>$8,060.50</td>
</tr>
</tbody>
</table>

The cash rent shall be due and payable as follows:

Due Date 3/1/19 Amount $4,030.25  
Due Date 9/1/19 Amount $4,030.25

5. **USDA Commodity Program Payments**: Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.

6. **Recreational Use**: Use of the real estate is not allowed for hunting or other recreational purposes without consent of the Owner.

7. **Division of Expense**: All crop production expenses are the responsibility of the Operator. Cost of lime and application will be treated as follows: Operator expense.

8. **Expenses**: No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic’s or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.

9. **Repair and Maintenance**: Buildings and Fences for minor repairs: Owner will furnish all materials and Operator will provide the labor at no charge. New Fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.

10. **Operator’s Duties**: Operator agrees to operate the farm in an efficient and steward-like manner, control weeds and brush in the fields, fence rows, road ditches, provide proper maintenance to control erosion and maintain waterways and tiles, and building lots and all other areas of the farm where access is possible. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner.

11. **Owner’s Duties**: Owner shall provide Operator with quiet enjoyment of the property subject to the terms and conditions of this lease.
12. **Compensation:** Operator shall have the right to take away from the farm any movable buildings and fixtures which he/she has replaced upon the farm at his/her own expense. Such moving must be done within 60 days after termination of the lease. The Operator must leave the premises from which such improvements are removed in as good condition as they were before said removal or compensate the Owner for damages. Each party shall present to the other all such claims for compensation in writing at the termination of the lease. The Operator shall receive compensation from the Owner for the undepreciated value for the following items upon termination of the lease provided that the value and date of completion are documented.

   Item a. N/A  Item b. _______  Item c. _______  Item d. _______

13. **Transfer of Interest:** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

14. **Changes in Lease Terms:** The conduct, representation, or statement of either party, by act or omission shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this Lease.

15. **Right of Entry:** The Owner reserves the right to enter the premise at any time for any reason. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner’s lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been removed.

16. **Violation of Terms:** If the Operator fails to keep any agreement contained in this lease, the lease shall then terminate, and the Owner or legal representative shall have the right to take immediate possession of the premises.

17. **Land Stewardship:** In the spirit of promoting improved land stewardship, the Operator and Owner reserve the right to reach mutual agreement on additional soil conservation practices not currently practiced such as annual no-till farming for all crops and/or planting cover crops. The Owner will reduce per acre lease cost in the amount mutually agreeable to the Operator to promote land stewardship improvements.

18. **Other Provisions:** The property is subject to development by Owner. Should development activities occur during the term of this Lease, Operator agrees to cooperate with Owner in such activities. However, should such activities cause damage to Operator’s crops, Owner shall reasonably compensate Operator.
19. **No Other Lease.** This Lease supersedes and supplants any other lease between the parties for this same property.

In Witness whereof, we agree to the terms and conditions of this lease and we affix our signatures this 12th day of November, 2018.

[Signature]

Rick Nolan
Operator

7073 21st Avenue
P. O. Box 40
Van Horn, Iowa 52346
Telephone: 319-350-3105

Cedar Rapids Community School District
By: __________________________
   Board President

By: __________________________
   Board Secretary

2500 Edgewood Rd. NW
Cedar Rapids, Iowa 52405
Telephone: 319-558-2216
CONSENT AGENDA

BA-19-176 Approval – Request of School Budget Review Committee (SBRC) for Additional Allowable Growth for the following: Unfunded English Language Learner (ELL) Costs and Open Enrollment Students not Included in Previous Year’s Enrollment

(David Nicholson)

Exhibit: BA-19-176.1

Action Item

Pertinent Fact(s):

1. This request is an annual routine that has been submitted for board approval in years past. All requests listed above are combined into one Board action. The completed State form is included as an exhibit. Dollar amounts listed for each category below are based upon data from the Iowa Department of Education on 11-7-18 and subject to possible adjustment.

2. Open Enrollment Students:
   For the 2018-2019 school year, the CRCSD is eligible to request a total of $2,135,812 in spending authority for open enrollment resident students not included in Previous Year’s Enrollment Count.

3. English Language Learner:
   The State allows an additional factor of .22 to the District cost per pupil of $6,736 for students in the ELL program. This weighting is only allowed for five years. The maximum modified allowable growth request under SBRC guidelines for English Language Learners served beyond five years is $201,541.

4. All SBRC approvals of additional allowable growth are funded with cash provided by the District’s Cash Reserve Levy.

Recommendation:

It is recommended that the Board of Education approve the request to seek additional allowable growth from the SBRC for Unfunded English Language Learner Costs and Open Enrollment Students not included in Previous Year’s Enrollment Count.
SBRC Application

SBRC Application for Increasing Enrollment, Open Enrollment Out, and LEP Instruction Beyond 5 Years

Due 12/1/2018

Date of Board Meeting: [mm/dd/yyyy]
Link to Board Minutes: 

Save Minutes Info

Save Values  Certify

You have entered text on the page. You must Save Values before you can Certify.

(Generated nightly; changes to Certified Enrollment are reflected the following day)

**Increasing Enrollment**

Actual Enrollment Fall 2017: 17129.4
Actual Enrollment Fall 2018: 16962.2
Increase: 0
Current Year DCPP: 6736
Maximum On-Time Funding Modified Supplemental Amount for Increasing Enrollment: 0
Request: 0

(Changes to student data are reflected immediately)

**Open Enrollment Out not in Fall 2017**

Open Enrollment Out Students on Fall 2018 Certified Enrollment: 320.5
Open Enrollment Out Students Minus Increase (previous section): 320.5
Last Year's State Cost Per Pupil for Open Enrollment Out: 6664
Maximum Modified Supplemental Amount for Open Enrollment Out: 2135812
Request: 2135812

(Changes to student data are reflected immediately)

**ELL Beyond 5 Years**

Students Served Beyond 5 Years: 136
Weighting: 0.22
Total Weighting: 29.92
Current Year DCPP: 6736
Maximum Modified Supplemental Amount for LEP Instruction Beyond 5 Years: 201541.12
Request: 201541

Save Contact Information

Name: David Nicholson
Title: Executive Director Business
Phone: (319) 558-1237
Email: dnicolson@cr.k12.ia.us

SBRC App Contact
Carla Schmelfering 515-242-5012

https://edinfo.ed.iowa.gov/SBRC/18/Summary.aspx  11/7/2018
CONSENT AGENDA

BA-19-177 Final Approval – Cedar Rapids Community School District - Kingston Stadium Asphalt Repair Project 2018 – Certificate of Substantial Completion (Chris Gates)

Exhibit: BA-19-177.1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $40,145.00, plus change orders in the amount of $788.76, for a total project cost of $40,993.76. The funding was provided by the Physical Plant and Equipment Levy Fund (PPEL) and the project was substantially completed on October 31, 2018.

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 – Kingston Stadium Asphalt Repair Project 2018.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kingston Stadium Asphalt Repair Project 2018

CONTRACTOR: Pate Asphalt Company

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: $40,145.00
CHANGE ORDERS: $788.76
CONTRACT TOTAL $40,933.76

CONTRACT DATE: March 8, 2018

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Asphalt restoration in selected areas at Kingston Stadium.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

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
Todd Eiler

Date
10/31/18

Project Supervisor
Name

Date

November 12, 2018

Formal board action taken on November 12, 2018 accepted the project.

Board of Education President
Date
November 12, 2018

Board of Education Secretary
Date
November 12, 2018
Pate Asphalt Systems Co.
3285 3rd Avenue
Marion, IA  52302-3928
319-393-4812

**Invoice**

<table>
<thead>
<tr>
<th>DATE</th>
<th>INVOICE #</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/31/2018</td>
<td>17817</td>
</tr>
</tbody>
</table>

**BILL TO**

Cedar Rapids Community Schools
ATTN: Accounting Department
PO Box 879
Cedar Rapids, IA 52406-0879

**P.O. NO.**

0023360

**TERMS**

Due on receipt

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kingston Stadium</td>
<td></td>
</tr>
<tr>
<td>Asphalt repair project 2018  5% Retainage</td>
<td>2,046.69</td>
</tr>
</tbody>
</table>

Thank you for your business. 1.5% per month finance charge to accounts over 30 days past due.

**Total**        $2,046.69
CONSENT AGENDA

BA-19-178  Agreement – Cedar Rapids Community School District and Houghton Mifflin Harcourt - Cognitive Abilities Test Form 7 (Carlos Grant)

Exhibit:  BA-19-178.1-9

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Houghton Mifflin Harcourt for the CogAT7.
AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND HOUGHTON MIFFLIN HARCOURT
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS

THIS AGREEMENT is made and entered into on the 12th day of November, 2018, by and between the Cedar Rapids Community School District (the “District”) and Houghton Mifflin Harcourt. The parties agree as follows:

1. PURPOSE

- The purpose of this Agreement is to support the district’s Program for Academic and Creative Talent (PACT) Department’s effort to implement a universal screening tool that would aid in the selection of talented and gifted students. The proposal is to screen all second and fifth grade students with the online Cognitive Abilities Test Form 7 (CogAT 7) during the month of February annually. The screener consists of three 10-minute tests that cover the areas of Verbal, Quantitative, and Nonverbal abilities. The top 25% of the screeners will be administered the Post Screener portion of CogAT 7 to create a complete overview of the abilities of students. This information will be used to better identify and serve the ever-changing demographics of the students in Cedar Rapids. The following bullets share important information, pricing, and rationale for using CogAT 7.

  o Assesses students in Verbal, Quantitative, and Nonverbal reasoning and problem solving
  o Computer based testing (no paper/pencil transfer for students)
  o 30 minutes worth of testing (a third of the time of the full battery)
  o CogAT 7 is picture based for 2nd graders, eliminating the reading component/bias
  o Ability testing allows us to see potential of students vs. achievement testing
  o Creates a more equitable pool of students served in gifted programming
  o Many of the UEN Districts are using a computerized universal screener such as the CogAT 7 to help in the identification of students for gifted services

2. TERM

The term of this Agreement shall be from November 12, 2018 to June 30, 2019. 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

Houghton Mifflin Harcourt agrees to the following:

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

C. Submit an annual invoice.

D. **Houghton Mifflin Harcourt** 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 **Houghton Mifflin Harcourt**. The employees of **Houghton Mifflin Harcourt** 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.

E. **Houghton Mifflin Harcourt** 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. **Houghton Mifflin Harcourt** 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 each Building Administrator works collaboratively with **Houghton Mifflin Harcourt** 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 (if applicable).

B. Funding in the amount of **$19,306**. District will issue payment under this Agreement to **Houghton Mifflin Harcourt** upon approval by the Board of Directors. **Houghton Mifflin Harcourt** will provide a complete and accurate accounting of the use of District funding.

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. 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.
4. INSURANCE AND INDEMNIFICATION

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

1. **Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:**
   - General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
   - Products/Completed Operations Aggregate $2,000,000
   - Personal & Advertising Injury Liability $1,000,000
   - Each Occurrence $1,000,000
   - Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
   - Governmental Immunities Endorsement should also be included covering:
     a) Non-waiver of Government Immunity
        The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
     b) Claims Coverage
        The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
     c) Assertion of Government Immunity
        The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
     d) Non-Denial of Coverage
        The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
     e) No Other Change in Policy
        The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**
   - Combined Single Limit for Bodily Injury and Property Damage $1,000,000 per accident
   - Please list the Cedar Rapids Community School District as an Additional Insured
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. **Workers Compensation and Employer’s Liability**
   - Workers’ Compensation State Statutory Limits
   - Employer’s Liability – Bodily Injury By Accident $100,000 each accident
Employer’s Liability – Bodily Injury by Disease $500,000 policy limit
Employer’s Liability – Bodily Injury by Disease $100,000 each employee
  - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. **Umbrella Liability:**
   - Per Occurrence
   - Aggregate
   - 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 **Houghton Mifflin Harcourt** 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. **Houghton Mifflin Harcourt** 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, **Houghton Mifflin Harcourt** 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. **Houghton Mifflin Harcourt** shall be designated as the administrator of the Agreement.

B. The site advisory group shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.

C. No separate budget shall be established in connection with this Agreement.

6. **ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK**

A. **Houghton Mifflin Harcourt** is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **HOUGHTON MIFFLIN HARCOURT** may involve the presence of **HOUGHTON MIFFLIN HARCOURT** 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. Houghton Mifflin Harcourt 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. Houghton Mifflin Harcourt hereby certifies that no one who is an owner, operator or manager of Houghton Mifflin Harcourt has been convicted of a sex offense against a minor. Houghton Mifflin Harcourt 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 Houghton Mifflin Harcourt 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. Houghton Mifflin Harcourt 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:

Carlos Grant, Executive Director of Middle Schools  
Cedar Rapids Community School District  
2500 Edgewood Road NW Cedar Rapids, Iowa 52405  
(319) 558-3563  
cgrant@cr.k12.ia.us

Julie Currie  
255 38TH Avenue, Suite L St.  
Charles, IL 60174  
FAX: 630-467-7192  
Julie.currie@hmhco.com

Cedar Rapids Community School District

By: __________________________________  
Board President  
Date: November 12, 2018

By: __________________________________  
Board Secretary  
Date: November 12, 2018

Appendix A
Proposal
Prepared For
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids IA 52405

For the Purchase of:
COGAT ONLINE

Prepared By
Julie Currie
julie.currie@hmhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.
### Proposal for
Cedar Rapids Community School District

**COGAT ONLINE**

<table>
<thead>
<tr>
<th>ISBN</th>
<th>Title</th>
<th>List Price</th>
<th>Discount %</th>
<th>Sale Price</th>
<th>Quantity</th>
<th>Purchase Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1525819</td>
<td>Cognitive Abilities Test (CogAT), Form 7 Screener</td>
<td>$8.75</td>
<td>10.0%</td>
<td>$7.88</td>
<td>2,450</td>
<td>$19,306.00</td>
</tr>
</tbody>
</table>

**Total for Materials and Services**: $19,306.00

**Total for -**: $19,306.00

Thank you for your business!

Julie.Currie@hmhco.com

---

**Proposal Summary**

- **Total Discounts**: $2,143.75
- **Subtotal Purchase Amount**: $19,306.00
- **Shipping & Handling (10.00%)**: $0.00

**Total Cost of Proposal (PO Amount)**: $19,306.00
Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

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

**Ship to:**
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405-1015

**Sold to:**
Cedar Rapids Cmty Schl Dist
2500 Edgewood Rd NW
Cedar Rapids, IA 52406-0879

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: [http://www.hmhco.com/common/terms-conditions](http://www.hmhco.com/common/terms-conditions)
CONSENT AGENDA

BA-19-179 Agreement - Cedar Rapids Community School District and United Way of East Central Iowa - Volunteers In Proficiency (VIP) (Akwi Nji)

Exhibit: BA-19-179.1-4

Action Item

Pertinent Fact(s):

1. Volunteers in Proficiency (VIP) is a literacy program that pairs volunteers and elementary school students to read together once a week during the school day. United Way of East Central Iowa and local businesses will partner to provide one-on-one reading experiences for children who can benefit from a caring adults’ extra attention. The goal is to increase children’s success in school and foster a love of reading.

2. Each week, volunteers will meet with students in the classroom to spend 30 minutes reading and practicing literacy skills. School-based reading experts will provide volunteer training and appropriate books for students. The VIP coordinator will work with CRCSD Volunteer and Enrichment Coordinators to provide support to volunteers during their service.

3. Students in the VIP program are struggling readers who often can face multiple barriers to achieving academic success.

4. Volunteers will be trained by Volunteer and Enrichment Coordinators, with support from the VIP Coordinator. United Way will run background checks on all participating volunteers. All volunteers will meet CRCSD volunteer requirements and will follow check-in/out volunteer procedures. Data will be collected during this process to determine impact and effectiveness of programming.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and United Way of East Central Iowa - Volunteers in Proficiency.
AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND UNITED WAY OF EAST CENTRAL IOWA
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS

THIS AGREEMENT is made and entered into on the 12th day of November 2018, by and between the Cedar Rapids Community School District (the “District”) and United Way of East Central Iowa (UWECI). The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide the Volunteers in Proficiency program for students needing more assistance in becoming reading proficient through the coordination of resources and other joint and cooperative action between the District and UWECI to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from November 5, 2018 to July 31, 2019. 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

UWECI agrees to the following:

A. To offer Volunteers in Proficiency at Taylor, Kenwood, Wright, Grant, Arthur, Garfield and Harrison Elementary Schools. Each school will refer appropriate students to the program. UWECI will not provide this program in buildings other than those identified in a formal agreement without prior written approval of a District Administrator.

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

C. Review data and ensure coordination/alignment of services to achieve District academic outcomes.

D. Recruit, train, register and conduct background checks on all VIP readers.

E. Coordinate placement and communication with VIP volunteers including providing a primary and secondary contact for participating schools.

F. Co-brand all program-related materials with both VIP and District logos.
The DISTRICT agrees to the following:

A. Ensure each building Administrator works collaboratively with UWECI 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, identify required output and outcome measures, and develop a reporting mechanism for data reports.

C. Facilitate an annual meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.

D. Encourage participating schools to communicate district and school specific updates to volunteers directly (i.e. school schedules, special events, field trips, etc.).

E. Co-brand all program-related materials with both VIP and District logos.

4. INSURANCE AND INDEMNIFICATION

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

B. The District will indemnify and hold harmless UWECI 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. UWECI 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, UWECI 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 District Director of Communications shall be designated as the administrator of the Agreement.

B. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

A. UWECI is providing services to the District as a contractor or is operating or managing the
operations of a contractor. The services provided by UWECI involve the presence of the UWECI 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. UWECI 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. UWECI hereby certifies that no VIP volunteer with UWECI has been convicted of a sex offense against a minor as of the date the background check was completed. UWECI further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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

7. NON-DISCRIMINATION ASSURANCE

A. UWECI 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 policy.

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>Akwi Nji</th>
<th>Laura Columbus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Director of Communications</td>
<td>Education Initiatives Coordinator</td>
</tr>
<tr>
<td>Cedar Rapids Community School District</td>
<td>United Way of East Central Iowa</td>
</tr>
<tr>
<td>2500 Edgewood Rd NW</td>
<td>317 7th Ave SE #401</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52405</td>
<td>Cedar Rapids, IA 52401</td>
</tr>
<tr>
<td>(319) 558-4201</td>
<td>319-398-5372 x 846</td>
</tr>
<tr>
<td><a href="mailto:anji@cr.k12.ia.us">anji@cr.k12.ia.us</a></td>
<td><a href="mailto:laura.columbus@uweci.org">laura.columbus@uweci.org</a></td>
</tr>
</tbody>
</table>

Cedar Rapids Community School District

By: ________________________________
    Board President

Date: ________________________________
    November 12, 2018

By: ________________________________
    Board Secretary

Date: ________________________________
    November 12, 2018

United Way of East Central Iowa

By: ________________________________
    Chief Executive Officer

Date: ________________________________
CONSENT AGENDA

BA-19-180 Memorandum of Understanding– Cedar Rapids Community School District and Coalition Partners for Advancing Opportunities (Val Dolezal)

Exhibit: BA-19-180.1-5

Action Item

Pertinent Fact(s):

1. The purpose of the Memorandum of Understanding is to develop a system approach partnership between Kirkwood Community College and participating Coalition Partners which includes Hoover Elementary School.

2. The partners names in the MOU will work with one another to ensure all families residing in the Advancing Opportunities Collaborative neighborhoods have a clear path to economic prosperity. This is work within one of the Pillars of Community Schools which Hoover is the first in Iowa to move toward.

3. Partners will work together to carry out the goals of the Advancing Opportunities approach to systems collaboration to create lasting changes for the neighborhoods and school.

Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding between the Cedar Rapids Community School District, Kirkwood Community College, and Coalition Partners for Advancing Opportunities.
Advancing Opportunities
Memorandum of Understanding Coalition Partners
November 2018

Background
The Advancing Opportunities Collaborative is a collective, systems approach partnership between and among Kirkwood Community College and Coalition Partners. The goal of the collaborative is to create a cross-sector network that supports a multidisciplinary team approach that streamlines family experiences that result in an integrated, collaborative plan to address barriers and build resiliency while strengthening executive functioning and employability skills that impact long-term stability and opportunities from birth to adulthood. This work operates through leadership of coalition partner members and through the Opportunity Center located at Ladd library serving the 52404 neighborhood of Cedar Rapids, Iowa.

Together, the coalition partners enter into this Memorandum of Understanding (MOU) to work in concert with one another through collective action to ensure all families residing in the Advancing Opportunities Collaborative (ACO) neighborhoods have a clear path to economic prosperity.

Parties
This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between Kirkwood Community College and the coalition partners:

Kirkwood Community College
United Way of East Central Iowa
Cedar Rapids Community School District
City of Cedar Rapids
Intercultural Center of Iowa
Cedar Rapids Public Library
Linn County Community Services
Hawkeye Area Community Action Program
Linn County Public Health
Catherine McCauley Center
Young Parents Network
Tanager Place
Four Oaks
Small Business Development Center
Eastern Iowa Health Clinic (EIHC)

Purpose of the Agreement
It is the purpose of this agreement to establish the framework for a collaborative and mutually beneficial relationship among the Advancing Opportunity Coalition Partners (hereinafter referred to as AOCPs) and the Advancing Opportunities Collaborative (hereinafter referred to as “AOC”) of the Opportunity Center at Ladd Library (hereinafter referred to as OC LL). The priorities of the AOC and OC LL through the work of AOCPs is to carry out the goals of the Advancing Opportunities cross-sector approach to support a systems collaborative that will create lasting change in the neighborhood economy through jobs and skills and impact for the neighborhood by strengthening schools, creating a community center, and providing ready access to human and social services, and building family assets. This agreement is intended to identify the roles and responsibilities of Kirkwood Community College as lead applicant and the partners for planning
and implementation of a functional, integrated and resourced service delivery system.

**Organizational Structure & Definitions**

**Partner Advisory Team:** This group membership provides ongoing oversight over the design and initial implementation of the OC LL and the AOC. The group includes the following: Senior Vice President of Community Building at United Way of East Central Iowa, CEO of the Intercultural Center of Iowa, Vice President of Continuing Education and Training Services at Kirkwood Community College, the Director of the Cedar Rapids Public Library, and Community Coordinator at Cedar Rapids Community School District. This team assists in the decision-making process, policy, and procedure development, acquisition of leveraged funds, and oversight to the AOC.

Advancing Opportunities Coalition Partner Team: This group membership will lead the design and initial implementation of the AOC. The group includes the following: Linn County Community Services, Hawkeye Area Community Action Program, City of Cedar Rapids, Linn County Public Health, Catherine McCauley Center, Young Parents Network, Tanager Place, Four Oaks, and Small Business Development Center. This group is accountable to the goals of the AOC, to leverage funds to support the goals, to provide program services, to utilize the TAV data system, and collective reporting to the community and funders.

**Roles and Responsibilities of the Partner Advisory Team**

In consideration of the mutual aims and desires of the partners participating in this agreement and in recognition of the public benefit to be derived from the effective implementation of the AOC, the Partner Advisory Team collectively agrees that their respective responsibilities under this agreement will be as follows:

- A coordinated and integrated service system for families, employers and job seekers
- Customer satisfaction and continuous quality improvement process that gathers and uses customer feedback for program improvement. All members must share in the commitment to and implementation of Customer Service Standards.
- An open communication process with regular meetings, consensus decision making where possible, open input for site- and neighborhood-based decisions, and a structured process for conflict resolution for partner disputes.
- Provision of a quarterly operations report to be shared with all partners and stakeholders
- Determine appropriate alignment of partners as needed to ensure inclusive partner engagement, delivery of services and supports within the scope of the mission and strategic vision of the ACO.
- Provide support for equipment maintenance and consumable supplies for activities

**Roles and Responsibilities of the Advancing Opportunities Coalition Partners Team**

- Each partner will maintain appropriate managerial control of services and programs delivered through the collaborative
- Agree to sub-contract award requirements and commit to meeting service and reporting agreements
- Establish written competencies and outcomes for each established program or services
- Ensure customer satisfaction
- Educate others in the community about critical workforce and community issues
• Promote the Collaborative through joint marketing efforts
• Work to develop cross-referral protocols and coordination of other services as appropriate
• Refer customers within the system and to other providers that may best meet their needs
• Agree to the level of confidentiality between partners
• Be respectful of each other’s roles
• Help develop and maintain data sharing agreements
• Create and utilize universal release of information form
• Assume joint accountability for outcomes
• Participate in the evaluation of partner performance as determined by the Partner Advisory Team
• Data collection, sharing, and learning. Client and referral data will be captured by agreed upon data platform as an on-site partner. Referrals and data will be collected through several data systems based on the service provided.
• As part of this collaborative, every member has the responsibility to find and share resources.

Specific Roles and Responsibilities of the Partner Advisory Team

United Way of East Central Iowa (UWECI):
UWECI commits time and resources to provide administrative support and project management activities not to exceed 20% of monthly job duties valued at $10,000 in in-kind support per year to the larger collaborative.
• Provide Volunteer Income Tax Assistance (VITA) services during the tax season.
  Through the pilot phase, UWECI will be the connection to the community providing oversight of site partners and programs. As part of this collaborative, every member has the responsibility to find and share resources.
• Leverage the Spark*5 community initiative in support of the AOC.

Kirkwood Community College (KCC):
Kirkwood commits to serving as the lead applicant for the Advancing Opportunities Collaborative Advancing Cities application. Kirkwood will develop and authorize sub-contracts. Kirkwood will hire the Executive Director for the Collaborative and the Opportunity Center, also overseeing the programmatic, reporting and fiduciary responsibilities for the grant. Kirkwood will be a member of the Partner Advisory Team and the Partner Collaborative. Leverage job training, career pathways, and employer partnerships in support of the AOC. Create and implement innovative workforce strategies on behalf of the AOC neighborhood constituents and area employers.

City of Cedar Rapids (Public Library):
The Cedar Rapids Public Library commits to provide:
• Management of location build out
• Use of space for all included partners as in-kind contributions until the end of the effective date listed on this MOU
• Use of space located at 3570 Williams Blvd SW, Cedar Rapids for meetings, workshops, client support, community initiatives, etc.
• Use of office, hoteling, client, and teaching space for OCLL staff and partners
• Proximity card access to OCLL staff and partners working at the Library as applicable
• Access to restrooms
• Use of staff kitchen as needed
• Support for utilities, and internet connectivity

Community School, Cedar Rapids Community School District:
The Cedar Rapids Community School District has committed to implementing the Community School Model by funding the first known Community School Coordinator position in the state of Iowa. This commitment positions Hoover Elementary to be the first full service Community School in Iowa and will serve as a model for the district. The Community School Coordinator and the Cedar Rapids Community School District will be part of the Partner Advisory Team and the Partner Collaborative. Hoover Elementary school will be a place and a set of partnerships between the school and other community resources. Hoover Community School will bring together many partners to offer a range of supports and opportunities to children, youth, families and communities. Partners work to achieve these results: Children are ready to enter school; students attend school consistently; students are actively involved in learning and their community; families are increasingly involved with their children's education; schools are engaged with families and communities; students succeed academically; students are healthy - physically, socially, and emotionally; students live and learn in a safe, supportive, and stable environment, and communities are desirable places to live.

Intercultural Center of Iowa:
Intercultural Center of Iowa (ICI) is a nonprofit organization that commits to provide the platform to which community cultural differences and commonalities in values, expectations, beliefs, and practices are effectively bridged. Education, resources, and access to meaningful accommodations to support development of the ACO is committed. ICI is dedicated to empowering communities and embracing the differences to stimulate growth and create a vibrant environment by learning the landscape of others through cultural lens.

Guiding Principles

Term of Memorandum of Understanding
This Memorandum of Understanding commences on the day it is signed by all signatory parties and is ongoing, unless terminated earlier upon thirty days written notice to all parties via e-mail or U.S. Mail. This agreement shall remain in effect until JPMorgan Chase awards the ACO initiative, at this time the MOU will be reviewed and modified as needed to comply with the Advancing Cities funding award. This AOC operates as an agile model. Learning may necessitate modifications to improve service provided.

Governance
The ultimate accountability and responsibility for the AOC program aspects rests with the Partner Advisory Team providing oversight and guidance. The Partner Advisory Team will promote and support integration and coordination of services of all AOCPs (Site and Service), promote customer choice, remove external barriers which impede progress and performance, approve annual and long-range performance standards and goals for the system, establish an evaluation system for measuring customer satisfaction and performance, and communicate with the community and JPMorgan Chase regarding the ACO’s services and results. The Fiscal Agent for the ACO is the Kirkwood Community College.

Dispute Resolution
Advancing Cities_AdvancingOpportunities_CoalitionMOU_November2018
The programmatic operation of the AOC is shaped by the AOCPs and comes under the supervision of the Partner Advisory Team. When consensus cannot be reached, and the functioning of the ACO is impaired, those who are parties to the dispute will adhere to the following dispute resolution procedure:

1. All parties to the dispute will meet with Partner Advisory Team to informally resolve the issues.
2. If this group is unable to resolve the dispute, the dispute will be submitted in writing to the Partner Advisory Team.
3. The Partner Advisory Team will evaluate the merit of the dispute, consult with the parties involved, and prepare a final response within 30 working days of first hearing the dispute. This is the final and binding step in the dispute process.
4. All steps will be documented when completed.

Amendments and Modifications
This Memorandum of Understanding may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties. All parties must be given a minimum of 14 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect. If any provision of this Memorandum of Understanding is held invalid, the remainder of the Memorandum of Understanding shall not be affected. If partners fail to respond within the 14-day time limit, the amendment will be considered ratified or defeated by those partners who responded.

Signature & Date:

__________________________________________
Dr. Kim Becicka
Vice President, Continuing Education and Training Services
*Kirkwood Community College*

__________________________________________
Laurel A. Day
Board Secretary
*Cedar Rapids Community School District*
CONSENT AGENDA

BA-19-181 Agreement - Cedar Rapids Community School District and Computer Information Concepts (CIC) for Student Information System (SIS) and ShoutPoint for Messaging (Craig Barnum)

Exhibit: BA-19-181.1-21

Action Item

Pertinent Fact(s):

1. The agreements will provide Cedar Rapids Community School District with Infinite Campus SIS and ShoutPoint dialer service. This is a bundled proposal that includes the base Infinite Campus SIS product, online registration (PK-12), professional learning/training, implementation/data conversion services, on-site server hosting, and technical support. ShoutPoint is the integrated messaging service (email, text, and voice).

2. Year one cost for ShoutPoint is $19,475. Estimated ongoing cost is $18,975. Year one cost for Infinite Campus (includes conversion, training, and configuration) is $309,307. Total year one cost for both products is $328,782. On-going cost of Infinite Campus is $220,297. Ongoing annual cost for both is projected to be $239,272. The CIC invoice will be paid in four installments (December 2018 - $236,074; April 2019 - $28,080; July 2019 - $36,753; and August 2019- $8,400). The ShoutPoint invoice will be due in full July 2019 -- $19,475.

3. Planning for the implementation of the products will begin with the current 2018-2019 School Year with full implementation expected for the 2019-2020 School Year.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Computer Information Concepts and ShoutPoint.
### Licensed Products and Services

Cedar Rapids Community School District – November 13, 2018
Licensed Sites: Cedar Rapids Community School District

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Infinite Campus - License, Hosting &amp; Support (Enrollment: 16,283)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Initial term – January 1, 2019 through December 31, 2019 (12 months)</td>
<td></td>
<td></td>
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<tr>
<td>Base Applications Software</td>
<td>1</td>
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<tr>
<td>Hosting Service – On-Site Server(s)</td>
<td>1</td>
<td>24,425</td>
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<tr>
<td>Configure Server for Customer-Provided Data Warehouse Server</td>
<td>1</td>
<td>1,200</td>
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<tr>
<td>Campus Learning – District Licenses</td>
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<td>Software Support</td>
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<td><strong>Custom Applications</strong></td>
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<tr>
<td>Initial term – January 1, 2019 through December 31, 2019 (12 months)</td>
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<tr>
<td>CIC Custom Export(s) – Transportation and Food Service</td>
<td>2</td>
<td>2,400</td>
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<tr>
<td>Campus Multi-Language Editor</td>
<td>1</td>
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<td>CIC Software Support and Updates</td>
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<td>480</td>
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<td><strong>CIC Data Health Check Annual License and Support – (Enrollment: 16,283)</strong></td>
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<td>4,071</td>
</tr>
<tr>
<td>Initial term – January 1, 2019 through December 31, 2019 (12 months)</td>
<td></td>
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<tr>
<td><strong>Campus Online Registration Prime Annual License and Support – (Enrollment: 16,283)</strong></td>
<td>1</td>
<td>32,566</td>
</tr>
<tr>
<td>Initial term – January 1, 2019 through December 31, 2019 (12 months)</td>
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<tr>
<td><strong>CIC Ongoing Learning Plan Subscription Package – (Enrollment: 16,283)</strong></td>
<td>1</td>
<td>8,148</td>
</tr>
<tr>
<td>Initial term – January 1, 2019 through December 31, 2019 (12 months)</td>
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<tr>
<td>Includes 41 Professional Services Hours</td>
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<td><strong>Messenger Voice Annual License and Support – (Enrollment: 16,283)</strong></td>
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<td>Initial term – July 1, 2019 through June 30, 2020 (12 months)</td>
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<td><strong>Initial Peopleware (Professional Services)</strong></td>
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<tr>
<td>Implementation Management (Hours)</td>
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<td>Standard Data Conversion</td>
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<td>Additional Year(s) to Convert</td>
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<tr>
<td>Training / Consulting (Hours)</td>
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<td>37,200</td>
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</table>

**TOTAL** $309,307

Estimated Future Annual Price (16,283 Students) - CIC $220,297
Estimated Future Annual Price (16,283 Students) - Shoutpoint $ 18,975
## Payment Schedule

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1. Contract Signed</td>
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<tr>
<td>2. Purchase Order Required</td>
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<tr>
<td>Initial Payment</td>
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<tr>
<td>2nd Payment</td>
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<td></td>
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<tr>
<td>3rd Payment</td>
<td>July 1, 2019</td>
<td>36,753</td>
</tr>
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<td></td>
<td>(Approximate)</td>
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<tr>
<td>Final Payment</td>
<td>August 15, 2019</td>
<td>8,400</td>
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<tr>
<td></td>
<td>(Approximate)</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL (Payable to CIC)** $309,307

**COMPUTER INFORMATION CONCEPTS, INC.**  
By: __________________________  }])  
Name: Steven K. Bohlender  
Date: November 12, 2018

**CUSTOMER**  
By: __________________________  }})  
Name: Laurel A. Day, Board Secretary  
Date: November 12, 2018
INFINITE CAMPUS END USER LICENSE AGREEMENT

This Infinite Campus End User License Agreement ("Agreement") is made between Infinite Campus, Inc., a Minnesota corporation located at 4321 109th Ave NE, Blaine, MN 55449-6794 ("Company") and Cedar Rapids Community School District, with offices located at 2500 Edgewood Road NW, Cedar Rapids, IA 52405 ("Licensee").

RECITALS

A. Company has developed certain proprietary student information software and as updated and revised by Company from time to time (the "Infinite Campus Product"), and Company has licenses from third parties or developed other products and services as offered by Company and as amended by Company from time to time (the "Infinite Campus Additional Products"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "Infinite Campus Products";

B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "Infinite Campus Services");

C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the Infinite Campus Products and the related documentation ("Documentation") identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.

1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the Infinite Campus Products and the Infinite Campus Services and any associated Documentation (defined as users’ manuals, reference guides, programmers’ guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").

1.3 Recurring Annual Fees. Following the Initial Term, for each 12-month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the "Recurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.
2.0 Ownership and Protection of Infinite Campus Products

2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not allow any third party to:

2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Infinite Campus Products or the Documentation, or any portion thereof;

2.2.b identify or discover any source code of the Infinite Campus Products;

2.2.c distribute, sell or sublicense copies of the Infinite Campus Products or the Documentation or any portion thereof;

2.2.d create copies of the Infinite Campus Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the Infinite Campus Products; or

2.2.e incorporate any portion of Infinite Campus Products into or with any other Infinite Campus Products or other products, or create any derivative works of the Infinite Campus Products or Documentation.

2.3 Confidentiality. Licensee agrees that the Infinite Campus Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the Infinite Campus Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

3.1 Payment Terms. Licensee shall pay Company or Company’s Authorized Channel Partner the Fees as provided in the Order and Pricing Schedule(s) attached hereto.

3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee’s responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Indemnification; Warranties
4.1 Indemnifications

4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent based on an allegation that: (i) Products for which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective Product directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Product or software that gave rise to such claim.

4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.

4.1.c If either party seeks indemnification provided for in this Section, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.

4.1.d THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF COMPANY WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE INFINITE CAMPUS PRODUCTS OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

4.2 Warranties

4.2.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the Infinite Campus Product to Licensee, the Infinite Campus Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Infinite Campus Products.

4.2.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable programming services to correct programming errors in the Infinite Campus Products, replace the Infinite Campus Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Infinite Campus Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

4.2.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR
AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE INFINITE CAMPUS PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY’S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY’S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO INFINITE CAMPUS FOR THE APPLICABLE INFINITE CAMPUS PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH INFINITE CAMPUS PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the “Agreement Term”) shall begin {{sd_es:signer3:date}} (“Effective Date”), and shall remain in effect until terminated pursuant to Section 6.2.

6.2 Agreement Termination. This Agreement may be terminated as follows:

6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.

6.2.b either party may terminate this Agreement if one party’s actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;

6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

6.3.a Upon any termination of this Agreement and/or the license to use any Infinite Campus Products, Licensee shall cease to use the Infinite Campus Products and shall return to Company the Infinite Campus Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Infinite Campus Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the Infinite Campus Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Company shall also have such other legal and equitable rights and remedies to which it may be entitled.
with respect to Licensee’s failure to comply with the provisions of this Agreement.

6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the District, Company warrants that the original and all copies of District information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, “FERPA”), and any other State or Federal law relating to the protection of confidential student information, will be returned to the District or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed.

6.4 **No Liability for Termination.** Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 **Survivorship.** Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 **Software Support**

Licensee agrees to the terms and conditions of the Computer Information Concepts, Inc. Licensed Product Agreement, which is set forth separately. Licensee shall be billed for the Computer Information Concepts, Inc. services for maintenance and support of the Infinite Campus Products, as described in Computer Information Concepts, Inc. Licensed Product Agreement, in accordance with the payment terms set forth therein.

8.0 **Application Hosting**

Company and Licensee agree to the terms and conditions of the On Site Application Hosting Services Agreement, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Infinite Campus Services, as described in the On Site Application Hosting Services Agreement, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

9.0 **Training, Data Conversion and Project Management Services**

Training Services, Data Conversion Services, or Project Management Services requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge, in accordance with an Implementation Services Agreement provided by Infinite Campus or authorized service partner.

10.0 **General Terms and Conditions**

10.1 **Assignment.** Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

10.2 **Governing Law.** This Agreement will be governed and interpreted under the laws of the state of Minnesota, U.S.A, without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

10.3 **Amendments; Waiver.** This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the
provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

10.4 **Severability.** If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

10.5 **Headings and Construction.** Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

10.6 **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

10.7 **Entire Agreement.** This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company’s and Licensee’s agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

10.8 **Notices.** Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

Infinite Campus, Inc.                  Cedar Rapids Community School District
Sales Contracts Management          Craig Barnum
4321 109th Ave NE                    2500 Edgewood Road NW
Blaine, MN 55449-6794                Cedar Rapids, IA 52405

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

10.9 **Applicable Law.** Company complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children’s Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission’s website at [http://www.ftc.gov](http://www.ftc.gov).

10.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to “education records” under this Agreement, it is deemed a “school official,” as each of these terms are defined under FERPA. Company
agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law or court order, Company shall not disclose or share education records with any third party unless: a) permitted by the terms of this Agreement, b) directed to do so, in writing, by Licensee, or c) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

10.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.

10.9.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee’s discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party’s unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.

10.9.d. Upon termination of this Agreement, Company shall return and/or destroy all data or information that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any data or information received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all data or information received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformattting hard drives, erasing and/or physically destroying any portable electronic devices).

10.10 Export Rules. Licensee agrees that the Infinite Campus Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the “Export Laws”). In addition, if the Infinite Campus Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the Infinite Campus Products. All rights to use the Infinite Campus Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 10.10.
10.11 **U.S. Government End-Users.** Each component licensed under this Agreement that constitute the Infinite Campus Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the Infinite Campus Products and Services with only those rights set forth herein.

10.12 **Electronic Signatures; Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies 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. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an email message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

**IN WITNESS WHEREOF,** this Infinite Campus End User License Agreement has been executed by the duly authorized representative of Company and Licensee.

Infinite Campus, Inc.  
By:  
Name: Eric Creighton  
Its: Chief Operating Officer

Cedar Rapids Community School District  
By:  
Name: Laurel A. Day  
Its: (Board Secretary)
EXHIBIT A
ONSITE APPLICATION HOSTING SERVICES AGREEMENT

1.0 Reference to Agreement

This Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Cedar Rapids Community School District, ("Licensee") as of the Effective Date.

2.0 Initial Term and Fees

Upon the Term Start Date indicated on the Order and Pricing Schedule attached hereto Company shall provide Licensee with the Infinite Campus Onsite Hosting Services according to the quantity indicated on the Order and Pricing Schedule. The quantity of shall be valid from the Term Start Date until twelve months thereafter (the “Initial Term”).

3.0 Recurring Annual Fees

Following the Initial Term, for each 12-month period thereafter (the “Subsequent Term”), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products (the “Recurring Annual Fees”). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Recurring Annual Fees according to the then current fees for the licensed Infinite Campus Products and Services.

4.0 Services

During each term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the “Application Hosting Services”) to Licensee:

4.1 Included Services

4.1.a System Sizing. Company will determine the system components (number and type of applications server(s), database server(s), and load balancing hardware, etcetera) based on the size and needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This sizing is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirement change.

4.1.b System Hardware. Company shall provide access to a digital information processing, transmission and storage system (the “System Hardware”) enabling Licensee to perform operations using a single production instance of the Infinite Campus Products. Computing hardware, system software, database software and database storage shall be located at Licensee’s facilities.

4.1.c Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product ("Middleware"), including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, drivers, and SSL certificate(s).
In accessing Middleware, Licensee may use software and related documentation developed and owned by Microsoft Corporation or its licensors (collectively, the “Microsoft Software”). If Licensee chooses to use the Microsoft Software, Microsoft and its licensors require that Licensee agree to these additional terms and conditions:

- The Microsoft Software is neither sold nor distributed to Licensee and Licensee may use it solely in conjunction with the Infinite Campus Services.
- Licensee may not transfer or use the Microsoft Software outside the Infinite Campus Services.
- Licensee may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software.
- Licensee may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable law.
- Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services.
- Microsoft is not responsible for providing any support in connection with the Infinite Campus Services. Do not contact Microsoft for support.

4.1.d **Configuration.** Initial configuration including OS installation, database installation, patching the operating system and database, and installing and configuring all Middleware. Creation and configuration of Production and optional Sandbox environments and Production and optional Sandbox database. Upon delivery and installation, a final configuration for setting proper site-specific information. Ongoing configuration of additional module add-ons or changes to Licensee infrastructure that require changes to the System configuration.

4.1.e **Application Updates.** Company will support the Infinite Campus Products through implementation of vendor-provided modifications including remedial "Patches" addressing reported performance or functionality problems, and "Updates" or "Upgrades" consisting of a new releases or versions of the Infinite Campus Products or supporting Middleware issued by the vendor. Company will implement Patches, Updates and Upgrades in accordance with the Change Management Section set forth herein. Company is responsible for procuring and administering vendor-provided maintenance for any Middleware or Product supplied by Infinite Campus.

4.1.f **Test and Training Environment.** In addition to the single “Production” system environment, Company will provide an additional Test and Training Environment (“Sandbox”) for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee.

4.1.g **Backup.** Company shall create and maintain a backup plan whereby Licensee Content is backed up to a Company owned remote data center located at 4321 109th Avenue NE, Blaine, MN (“Remote Data Center”), subject to change from time to time at Company’s sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of off-site archival in the case of disaster recovery.

4.1.h **Disaster Recovery.** Company shall maintain backup servers and data communications
connections to such servers in the Remote Data Center and maintain backups of Licensee Content (defined below) on such backup servers such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.

4.2 Additional Services

4.2.a Network Analysis and Documentation. Prior to the installation of the Infinite Campus Products and System Hardware, a Network Analysis and resulting Documentation of the analysis is required. The resulting Documentation is the defined supported environment, identifying all network components, including firewalls, proxy servers, routers, switches, etcetera. This can be provided by the Licensee, accomplished with Licensee resources or can be provided by Company for an additional fee.

4.2.b Installation. Company will ship System Hardware, preconfigured, to a location determined by Licensee. For an additional fee, Company can perform the installation of the System Hardware in the Licensee data center.

4.3 Excluded Services

(a) Support of Client Desktops
(b) Support or diagnosis of Local Area Network connectivity
(c) Local Area Network device configuration such as proxy servers

5.0 Availability of Services

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 Security

Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System Hardware or the Remote Data Center, including:

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(a) firewall protection of the Remote Data Center;
(b) maintenance of independent archival and backup copies of the Infinite Campus Products and all Licensee Content; and
(c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0  Access to System

In order to provide Included Services, Licensee will provide the following access, restricted to Company’s and/or Company’s authorized service provider’s Class C IP address range:

(a) MS Remote Desktop Access on port 3389
(b) http access on port 80
(c) https access on port 443
(d) Campus administration (backups and updates) on port 4329 out from all Company provided servers.

8.0  Change Management

For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the products or product release levels used in the Service Resources and in implementing Application Patches and Upgrades (collectively "Change Events"). Those Change Management Procedures will in all cases provide for the following:

(a) advance notification to the Licensee of the Change Event, its nature and expected timetable;
(b) written notice of application changes and modifications to screens or code;
(c) pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
(d) coordination of the implementation of the Change Event with the Licensee.

9.0  Hardware Failure

In the event of hardware failure Company will correct the failure through one of the following, at the sole discretion of the Company:

9.1  Replace entire unit

Upon notice of the hardware failure, company will immediately begin the process of shipping a replacement unit. Typical replacement time is 24 hours, and in no event will be greater than 72 hours.

9.2  Onsite Service

When appropriate, onsite service from a certified hardware technician, with a service level of next business day.

9.3  Field replaceable

When appropriate, shipment of field replaceable components or parts to Licensee for replacement of failed redundant component, such as power supply or hard drive in RAID array.

10.0  Proprietary Rights

10.1  Licensee Content
Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

10.2 Grant of Use

In consideration of Company’s satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free “Grant of Use” to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company’s performance or enforcement of this Agreement.

10.3 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.

10.4 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Within five (5) business days of any termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Infinite Campus Products and thereafter expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

11.0 Assurance of Licensee

Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein, or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

12.0 Hold Harmless Provisions

In addition to the indemnification provisions contained in the End User Agreement, Licensee will defend and hold harmless Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.
Shoutpoint Customer Agreement Checklist

☐ Existing Customer
☐ New Customer

Service Order
☐ Sign and date the original copy if contract does not go through EchoSign

Order Provisioning - Required for new customers. Existing customers complete only if changes are required.
☐ Provide a Caller ID Number
☐ SMS Nickname

Purchase Order
☐ Purchase Order Total: $19,475.00

{{#street=*districtstreetaddress_es_:prefill }}
{{#city=*districtcity_es_:prefill }}
{{#st=*districtstate_es_:prefill }}
{{#zip=*districtzip_es_:prefill }}
This Service Order specifies the specific amount of, and associated cost for, the services ordered by "Customer." By executing this Service Order, Customer agrees to purchase and Shoutpoint, Inc. ("Shoutpoint") agrees to provide the ordered services in accordance with this Service Order and Shoutpoint for Schools Terms of Use in effect from time to time, a current copy of which is attached hereto. This Service Order replaces all prior Service Orders between the parties.

County of Service Address: Linn

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<th>Payment Method:</th>
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<td>(((city ))), ((($stl ))) Zip: ((($zip )))</td>
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<tr>
<td>Technical Contact:</td>
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<td>Billing Contact:</td>
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<tr>
<td>Technical Email:</td>
<td><a href="mailto:cbarnum@cr.k12.ia.us">cbarnum@cr.k12.ia.us</a></td>
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<tr>
<td>Phone:</td>
<td>+1 (319) 558-4240</td>
<td>Phone:</td>
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<th>Service Type</th>
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<th>Current Student Count</th>
<th>Qty</th>
<th>Annual Unit Cost</th>
<th>Annual Recurring</th>
<th>Prorated Fee</th>
<th>Non-recurring</th>
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<td>$18,975.00</td>
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Expanded Description of Service Types:

1. **Shoutpoint for Schools Infinite Campus Integrated Messaging Platform**
   SP will allocate capacity for unlimited messaging based on School District’s Current Student Count (shown above). Shoutpoint will provision service in batches of 300 students based on Student Count. Customer will update Student Count annually and submit to Shoutpoint to ensure the proper and adequate capacity. The Service may be used for an unlimited number of voice and SMS messages as long as messages are directly related to school business. Notwithstanding the preceding sentence, after the first year of Service, Shoutpoint reserves the right to institute a monthly limitation on usage (e.g., 4,000 total messages per batch of 300 students) for subsequent school seasons (i.e., contract years) by providing School District with written notice at least ninety (90) days prior to the expiration of the then-current term.

   In emergency circumstances defined as circumstances when School District’s authorized personnel reasonably and in good faith, believe communication will assist in the elimination or mitigation of physical harm to School District’s students, faculty, employees, or invitees (e.g., a school shooting, an earthquake, tornado or other natural disaster, or similar exigent circumstance), the subscribed capacity can burst by ten voice paths, which incrementally increases the speed that the messages are disseminated.

2. **SMS Provisioning**
   A non-recurring set-up fee to provision SMS messaging service and the unique SMS nickname for the School District

**Shoutpoint, Inc.**

By: {{sig4_es :signer4:signature }}

By: {{sig2_ :signer2:signature }}

Name: Jamie Christiano

Name: {{*_es :signer2:fullname }}

Its: President

Its: {{*_es :signer2:title }}
Additional Information

Provide the phone number you want to use as your main caller ID. We recommend that the school utilize their main phone number. You will still have an opportunity to use different phone numbers in Campus, and these will be discussed during your training.

**Phone Number**

---

SMS Messenger

SMS nickname enables you to register a unique nickname and use it as identification when sending SMS messages. The SMS nickname should have at least 3 and not more than 11 characters. When choosing the nickname, use only lower case and capital letters of English alphabet, numbers (up to 3 in a sequence) and you have an option to use an underscore (_) as a character. The nickname cannot be registered if you have used a space.

**SMS Nickname**
Telecommunications Terms of Use

THESE TELECOMMUNICATIONS TERMS OF USE (this “Agreement”) govern the various services, (the “SP Services”), provided by SHOUTPOINT, INC., a California corporation (“SP”), pursuant to one or more active Service Orders (each a “Service Order”) between SP and the subscribing school district on behalf of itself and each of its constituent schools (collectively, the “School District”).

1. SP Services. SP shall provide one or more of the following services to School District in accordance with one or more Service Orders:
   a. Telecommunications Services. Unless set forth differently in an applicable Service Order, the following shall apply to the provisioning and service limitations of SP’s Interconnected Voice over Internet Protocol (“VoIP”) for use over SP’s VoIP telecommunications network:
      i. SP will provision telephone lines and phone numbers in the amount designated in the applicable Service Order.
      ii. Service Limitations, 911 Service. As an interconnected VoIP provider, Shoutpoint is required to provide 911 service to its customers. However, Shoutpoint’s 911 service operates differently than traditional 911. Shoutpoint must transmit all 911 calls, a callback number and the caller’s registered physical location to the underlying carrier. Therefore, Shoutpoint must collect that information from you, and you must update Shoutpoint with any changes. Further, it takes up to 14 days before the 911 service or any change thereto becomes operational. Remember that our 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or Shoutpoint service is terminated. Complete Shoutpoint 911 information is contained in the Service Order and at www.shoutpoint.com/forschools/911service.
   b. Enhanced Services. SP shall provide School District with non-exclusive and non-transferable licensed access to SP’s Telephony Engine, which includes an application programming interface accessed through Infinite Campus’s SIS that provides a means to create, manage and send telephone messages to students, student parents and legal guardians, school faculty and school district personnel (cumulatively, the “Enhanced Services”).
   c. Other Services. SP may from time to time provide ancillary, additional or new services to its school customers that are not governed by Sections 1.a. or 1.b. above. These services shall be considered “Other Services” and will be governed by the other provisions of this Agreement and one or more Service Orders.

2. Term; Pricing.
   a. Term. The initial term of this Agreement shall commence on the “In Service Date” set forth in the Service Order, which shall typically be July 1st of each given calendar year (or, in the initial year, such later start date as contemplated in Section 2.b. below, being the “In Service Date”) and shall end on June 30th of the following calendar year (e.g., July 1, 2016 through June 30, 2017). However, the term shall automatically be renewed for one (1) year periods, unless either party provides the other with written notice of termination at least thirty (30) days, but no more than ninety (90) days, prior to the termination of the then current term. The term may terminate earlier upon the occurrence of one or more of the events described in Section 8 below.
   b. Fees. School District shall pay to SP on or before the In Service Date (and each subsequent In Service Date should the term be renewed) an amount as set forth in the applicable Service Order. For contracts not commencing on July 1st of any given calendar year, the annual fee shall be reduced in a pro rata manner based on the following formula: (i) the number of days or partial days that the service shall be effective within such period ending on the next occurring June 30th, divided by (ii) 365. Except to the extent expressly modified in any Service Order, following the initial term and upon thirty (30) days prior written notice, SP may increase applicable charges, effective as of July 1st of such year (the “Adjustment Date”), by one hundred percent (100%) of the percentage change, if any, shown by the Consumer Price Index – Urban Wage Earners and Clerical Workers, U.S. City Average (published by the U.S. Department of Labor – Bureau of Labor Statistics) for the month immediately preceding the Adjustment Date as compared with the month immediately preceding the initial In Service date or most recent preceding date on which such charges were previously adjusted hereunder, as the case may be.

3. Customer Service. SP shall provide Customer Service relating directly and solely to the SP Services. School District shall establish a customer service point of contact with SP for such purposes. The parties acknowledge that School District may utilize the services provided hereunder in conjunction with other hardware, software and other applications. The providers of such third party hardware, software and applications shall be solely responsible for all customer service related to usage with such third party products and services.

4. Confidentiality. “Confidential Information” means (a) the terms and conditions of this Agreement; (b) any and all information governed by any now-existing or future non-disclosure agreement (specifically including any such agreement or provision of any agreement between SP and School District), contractual provision, or law binding the parties; (c) any other information relating to either party that has been clearly marked or labeled as confidential, including without limitation information about either party’s personnel, products, customers, or services; and (d) all aspects of the services provided hereunder, and any underlying software, including without limitation all source code, object code, algorithms or logic contained therein, and any other form of written or recorded material relating thereto, which the parties acknowledge is owned by and confidential to SP. Notwithstanding the foregoing, the term “Confidential Information” specifically excludes (i) information that is now in the public domain or subsequently enters the public domain through no action or fault of the other party; (ii) information that is known to either party without restriction prior to receipt from the other party; (iii) information that either party receives from any third party having a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party without using the other party’s Confidential Information. The party relying on any of the above exclusions has the burden of proving the presence of such exclusion. Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party’s business. Accordingly, the parties agree that each party, (i) shall use and reproduce the other party’s Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose, (ii) shall restrict disclosure of the other party’s Confidential Information to its employees or agents with a need to know and who have agreed in writing to be bound by the terms of this Agreement, (iii) shall not disclose the other party’s Confidential Information to any third party without the prior written approval of the other party, and (iv) shall maintain and protect the other party’s Confidential Information with at least that degree of care that such party utilizes to maintain and protect its own most confidential information, but in any event using at least a commercially reasonable degree of care. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if compelled by law to do so, provided the other party has been given prior written notice to permit such other party a reasonable opportunity to object to the legal requirement to disclose. The parties acknowledge and agree that violations of this paragraph may cause irreparable harm, and the total -1-
amount of monetary damages for injury to such party will be impossible to calculate and, therefore, an inadequate remedy. Accordingly, the non-breaching party may (a) seek injunctive relief against the breaching party or (b) exercise any other rights and seek any other remedies to which the non-breaching party may be entitled at law, in equity and/or under this Agreement.

5. **No Conveyance.** School District shall not assign, transfer, sublicense, or otherwise convey its right to use the SP Services hereunder, or any part thereof, to any person, by operation of law or otherwise, without SP's prior written consent, which may be given or withheld in SP's sole discretion. Any breach or attempted breach of this provision shall be null and void and shall entitle SP to immediately terminate this Agreement without any cure period.

6. **Limited Warranty; Limitation of Damages.** SP warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the In Service Date of the initial term, the SP Services will operate in substantial conformity with industry standards when used in strict compliance therewith. If a material defect occurs, SP's sole obligation under this warranty is to remedy such defect in a commercially reasonable manner.

   a. THE LIMITED WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY MADE BY SP, AND SP DOES NOT MAKE, AND SCHOOL DISTRICT HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. SP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN PERFORMING THE SERVICES CONTEMPLATED BY THIS AGREEMENT, SP SHALL HAVE NO LIABILITY (INCLUDING WITHOUT LIMITATION ANY LOST BUSINESS PROFITS OR ANY LOSS, DAMAGE OR DESTRUCTION OF DATA) TO SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH DAMAGE IS CAUSED BY SP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SP SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF SP TO SCHOOL DISTRICT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL BE LIMITED TO THE LESSER OF (i) $100,000 OR (ii) FEES ACTUALLY PAID BY SCHOOL DISTRICT TO SP FOR THE APPLICABLE SP SERVICES FOR THE TERM (OR EXTENSION PERIOD) DURING WHICH THE UNDERLYING DAMAGES AROSE. SP's OBLIGATIONS UNDER THIS AGREEMENT, BUT NOT THE EXCLUSIONS AND WAIVERS OF WARRANTY CONTAINED HEREIN, SHALL TERMINATE AND BECOME NULL AND VOID IF ANY MODIFICATIONS ARE MADE TO THE SP SERVICES BY ANY PARTY OTHER THAN SP.

   b. School District acknowledges that SP exercises no control whatsoever over the content of information passing through School District's equipment, or through equipment or facilities used by SP to provide the SP Services. School District will, at all times, use the SP Services in compliance with all applicable laws and regulations. It is School District's sole responsibility to ensure that the information it transmits or otherwise processes with the use of the SP Services complies with all applicable laws and regulations.

7. **Indemnification.**

   a. SP will defend, hold harmless and indemnify School District against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against School District to the extent based on an allegation that the SP Services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. The foregoing obligation is subject to the Limitation of Damages provision set forth in Section 6 above.

   b. Except to the extent limited by applicable law, School District shall indemnify and hold harmless SP and SP's officers, directors, employees, and agents, and shall defend, at its expense, and pay the cost of any damages, settlement or award (including reasonable attorneys' fees and costs) for all claims resulting from (i) School District's breach of this Agreement; (ii) School District's violation or alleged violation of any law or regulation; or (iii) School District's other acts or omissions.

   c. If either party seeks indemnification provided for in this Section, the party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. School District and SP will not make public any terms, or the mere existence, of any settlements. If the indemnifying party fails to promptly investigate and defend or settle any claim of which it is notified in writing by the indemnified party, then the indemnified party has the right to have sole control of the defense of the claim and all negotiations for its settlement or compromise, and the indemnifying party shall pay, as they become due, all of the reasonable costs and expenses (including reasonable attorneys' fees) reasonably incurred by the indemnified party in its defending or negotiating settlement of the claim, and the indemnifying party shall satisfy any resulting settlement, award, or judgment.

8. **Termination.** Upon the occurrence of one or more of the following events by one party (the "Breaching Party"), then the other party (the "Non-breaching Party") may terminate this Agreement immediately (except as specifically set forth the contrary) upon providing written notice of termination to the Breaching Party.

   a. If a party commits a breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the Non-breaching Party stating the nature of the breach with reasonable particularity;

   b. If a party terminates its business;

   c. If, voluntarily or involuntarily, a bankruptcy petition or similar proceeding under state law is filed with respect to a party; and

   d. If a party becomes insolvent or makes a general assignment for the benefit of creditors.

In the event School District terminates this Agreement for SP's uncured breach, School District shall be reimbursed a pro rata portion of the fees paid for services to be rendered following such termination. In the event that SP terminates this Agreement for School District's uncured breach, SP shall be entitled to keep all fees paid to SP prior to such date. The foregoing remedies are in addition to any other legal or equitable remedies available to such party under the circumstances. In the event that School District makes any payment required under this Agreement more than five (5) days late, then in addition to the amount past due School District shall owe SP: (i) a penalty in the amount of 5% of such past due amount and (ii) interest in the amount of twelve percent (12%) per annum or, if lesser, the maximum interest rate allowed under applicable law.
9. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by a Force Majeure Event (defined below). The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event relied on and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation or termination of said Force Majeure Event. “Force Majeure Event” means an unforeseeable event caused by any of the following conditions: act of God; fire; flood; labor strike; sabotage; material shortages or unavailability; or other delay not resulting from the responsible party’s failure to timely place orders, lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or any other cause beyond the reasonable control of such party. This paragraph shall not apply to any payment obligation of either party.

10. **Miscellaneous.**

a. **Modifications to Manner of Use.** The services provided hereunder are subject to evolving regulation, technology and related industry standards. As such, it is possible that changes to the technical or operational requirements of one or more services may occur during the term of this Agreement. In the event of such a change, SP will notify Customer via email and post the changes at www.shoutpoint.com/termsupdates.

b. **Interpretation.** These Terms of Use, together with all mutually executed Service Orders or other documents referenced herein, evidences the complete understanding and Agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements. The captions, headings, and articles contained herein are solely for convenience of reference and shall not affect the construction or interpretation of this Agreement. Both parties acknowledge that they have read and understand the terms of this Agreement. This Agreement shall be interpreted fairly, and shall not be interpreted more or less favorably for either party.

c. **Governing Law, Attorneys’ Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State in which School District, or the applicable constituent school, is located. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys’ fees incurred in connection with such action.

d. **Severability; Waivers.** If any provision, or any part thereof, of this Agreement shall be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement. The failure of either party to give a notice of default or to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.

e. **Authority.** Each person executing any Service Order represents and warrants that he or she have/have the authority to enter into this Agreement on behalf of such party, and that the entity they represent has been duly formed, is validly existing, and is qualified to do business in the jurisdictions in which they conduct business.

f. **Counterparts.** Each Service Order may be executed in one or more counterparts (including by facsimile or other electronic means), each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Agreement.

g. **Taxes.** Each party shall be fully responsible for the payment of any and all taxes required by law to be paid by that party. Neither party shall be responsible for the payment of taxes imposed on or against the net income of the other party.

h. **No Agency.** This Agreement does not render either party the agent or legal representative of the other, nor does it create a partnership or joint venture between the parties. Neither party shall have any authority to bind the other party in any manner whatsoever.

i. **Remedies Cumulative.** The rights and remedies afforded to the Parties herein are, unless otherwise noted, cumulative rather than exclusive. Notwithstanding the preceding, in no event shall School District’s remedies exceed the limitation of SP’s liability set forth in paragraph 8.a. above.

j. **Survival.** The rights and obligations of the parties under Sections 2 (but only to the extent of charges due and owing that remain unpaid as of the effective date of termination), 4, 6, 7, 8, and 10 of this Agreement shall survive the expiration or earlier termination of this Agreement.

k. **Successors; Assigns.** This Agreement shall be binding upon and inure to the benefit of School District’s permitted successors and assigns. Upon providing notice to School District, SP may assign part or all of this Agreement to another party. The Agreement shall be binding upon and inure to the benefit of SP’s successors and assigns.

l. **Notices.** All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by fax (with written confirmation of receipt), provided that a copy is mailed by certified or registered mail, return receipt requested, or (iii) when received by the addressees if sent by an nationally recognized express delivery service (which delivery confirmed by tracking number), in each case to the appropriate addresses and fax numbers set forth below, or to such other addresses or fax numbers as a party may designate by notice to the other party:

SP:

Shoutpoint, Inc.
4695 Macarthur Court, Suite 930
Newport Beach, CA 92660
Attn: Jamie Christianso
Fax (949) 660-0531

SCHOOL DISTRICT:

{("districtname_es_\prefill")}

Set forth in Service Order

-3-
LEARNING AND LEADERSHIP

BA-19-182  Update – Facilities Master Plan (Brad Buck)

Information Item

Board Goals/Focus Areas

☒ Visionary Governance  ☒ Student Learning  ☒ Culture & Climate  ☒ Fiduciary Oversight  ☒ Advocacy

Strategic Plan/Focus Areas

☐ Future Ready Story  ☐ Future Ready Workforce  ☐ Future Ready Learning  ☒ Future Ready Intercultural Mindset  ☒ Future Ready Facilities

Pertinent Fact(s):

The administration will provide an update on the approved Facilities Master Plan including potential concepts for the Board’s discussion and consideration.
BOARD GOVERNANCE


Exhibit: BA-18-011/04.1-53 and Pocket Item

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 and regulations 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.

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VOLUNTARY RETIREMENT INCENTIVE PROGRAM
LICENSED TEACHING/NURSING STAFF

SECTION A: Program for 2017-2018 School Year

PURPOSE

To assist qualified long-term teacher/nurse transition from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year’s needs and the financial climate of the District.

Members of the Salary Non-Administrative Meet and Confer (Table D) group who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in this policy (508) under the same terms and conditions.

ELIGIBILITY

Eligible employees must attain fifty-five (55) years of age prior to July 1, 2018, and have been actively employed by the District for at least twenty (20) years in a full or part-time capacity. (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Employees who are age fifty-four (54) and who will turn age fifty-five (55) after July 1, 2018 and on or before December 31, 2018 may request an unpaid, extended leave of absence for the portion of the 2018-2019 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2017-18. (The Teacher/Nurse will be considered to have voluntarily resigned and the Teacher/Nurse’s continuing contract will be terminated as of the end of the 2017-18 school year, or, if taking an extended, unpaid leave of absence to start the 2018-2019 school year, as of the date he/she turns fifty-five (55).)

APPLICATION

Interested employees may apply by filing a written application with the Superintendent/designee after June 30, 2017 and on or before February 1, 2018 and retiring by June 30, 2018.

DEFINITIONS

Teacher/Nurse:

A “Teacher/Nurse” is defined as any licensed teacher/nurses of the District who are covered by the Master Contract between the District and the Cedar Rapids Education Association.

Years of Service:

A fiscal year of July 1 through June 30 will be used to calculate years of service. A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. Part-time years of service shall be recognized as full years of service for determining eligibility. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service). Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive). A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence.
**INSURANCE**

a. A retiree may elect to participate in the District’s group hospital/medical and drug insurance plan covering regular licensed teaching staff for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2018, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in subparagraph 3.a. and 3.b.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular teaching/nursing staff excluding dental coverage. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the teacher/nurse reimburse the District for the insurance contributions made under the Voluntary Retirement Incentive Program. Retirees will not be afforded the opportunity to participate in the District dental insurance program. If the retiree dies prior to the end of one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree’s spouse or partner and/or dependent(s) may elect to continue without interruption in the group insurance continuation program, with single or one (1) plus (++) child(ren) coverage, for the balance of up to a sixty (60) month period (as offered by the Metro Interagency Insurance Program guidelines) plus an additional coverage period of thirty-six (36) months (as required by COBRA guidelines), or until the spouse or partner and/or dependent becomes eligible for federal Medicare insurance coverage, whichever is earlier, under the same terms and conditions referred to in subparagraph 3(a) above.

a. The District’s term life insurance provider allows a retiree to continue to participate in the basic term life insurance coverage that was formerly paid by the District under the provider’s guidelines. The teacher/nurse will be obligated to convert the group term basic life coverage to individual term life within thirty (30) days after District group coverage ends. The premium amount for this coverage is subject to adjustment upon the teacher/nurse’s retirement as it will not be part of a group plan.

**INCENTIVE PAYMENT**

An eligible teacher/nurse, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent pay using the teacher/nurse’s last full year’s salary. (Which represents approximately 105 per diem days.) In applying these provisions, a teacher/nurse’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.
WELLNESS PAYMENT

The teacher/nurse shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the negotiated agreements beginning in 2003-04. Per this negotiated agreement provision, beginning as of July 1, 2003, teacher/nurses were/shall be eligible to receive an additional payment contributed to their voluntary incentive amount, above the base level amount maximum of 105 days, up to a maximum amount of 80 per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

Wellness Benefit Calculation Chart

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In applying these provisions, a teacher/nurse’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last year of employment, and shall not include any additional compensation for extracurricular activities.

SECTION AB: Program for 2018-2019 School Year

PURPOSE

To assist qualified long-term teacher/nurses transition from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year’s needs and the financial climate of the District.

Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in this policy (508) under the same terms and conditions.

ELIGIBILITY**

Eligible employees must attain fifty-five (55) years of age prior to July 1, 2019, and have been actively employed by the District for at least twenty (20) years in a full or part-time capacity. (If District service in this employee group was at least five (5) years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Employees who are age fifty-four (54) and who will turn age fifty-five (55) after July 1, 2019 and on or before December 31, 2019 may request an unpaid, extended leave of absence for the portion of the 2019-2020 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2018-19 (The Teacher/Nurse will be considered to have voluntarily resigned and the Teacher/Nurse’s continuing contract will be terminated as of the end of the 2018-19 school year, or, if taking an extended, unpaid leave of absence to start the 2019-2020 school year, as of the date he/she turns fifty-five (55).)

APPLICATION

Interested employees may apply by filing a written application with the Superintendent/designee after June 30, 2018 and on or before February 1, 2019 and retiring by June 30, 2019.
DEFINITIONS

Teacher/Nurse:

A "Teacher/Nurse" is defined as any licensed teacher/nurses of the District who are covered by the Master Contract between the District and the Cedar Rapids Education Association.

Years of Service:

A fiscal year of July 1 through June 30 will be used to calculate years of service. A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. Part-time years of service shall be recognized as full years of service for determining eligibility. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service.) Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive). A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence.

INSURANCE

A retiree may elect to participate in the District’s group hospital/medical and drug insurance plan covering regular licensed teaching staff for a period of one hundred-twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2019, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in subparagraph 3.a. and 3.b.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular teaching/nursing staff excluding dental coverage. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the teacher/nurse reimburse the District for the insurance contributions made under the Voluntary Retirement Incentive Program. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

If the retiree dies prior to the end of one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree’s spouse or partner and/or dependent(s) may elect to continue without interruption in the group insurance continuation program, with single or one (1) plus (+) child(ren) coverage, for the balance of up to a sixty (60) month period (as offered by the Metro Interagency Insurance Program guidelines) plus an additional coverage period of thirty-six (36) months (as required by COBRA guidelines), or until the spouse or partner and/or dependent becomes eligible for federal Medicare insurance coverage, whichever is earlier, under the same terms and conditions referred to in subparagraph 3(a) above.

The District’s group term life insurance provider allows a retiree to apply for conversion or porting of the District paid basic group term life insurance coverage that is in place at the time of retirement subject to the terms and conditions of the policy. For continued coverage, the teacher/nurse is required to apply for conversion or porting within thirty (30) days after the District group term life insurance coverage ends. The premium amount for the converted or ported coverage is at the expense of the teacher/nurse and is subject to adjustment by the life insurance provider as it will not be part of a group plan.

The District’s term life insurance provider allows a retiree to continue to participate in the basic term life insurance coverage that was formerly paid by the District under the provider's guidelines. The teacher/nurse will be obligated to convert the group term basic life coverage to individual term life within thirty (30) days after District group coverage.
Incentive Payment

An eligible teacher/nurse, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent pay using the teacher/nurse’s last full year’s salary. (Which represents approximately 105 per diem days.) In applying these provisions, a teacher/nurse’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Wellness Payment

The teacher/nurse shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the negotiated agreements beginning in 2003-04. Per this negotiated agreement provision, beginning as of July 1, 2003, teacher/nurses were/shall be eligible to receive an additional payment contributed to their voluntary incentive amount, above the base level amount maximum of 105 days, up to a maximum amount of 80 per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

Wellness Benefit Calculation Chart

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In applying these provisions, a teacher/nurse’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last year of employment and shall not include any additional compensation for extra-curricular activities.

For the District’s Voluntary Retirement Incentive Program covering Administrative Staff, see Board Policy 509. For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

SECTION B: Program for 2019-2020 School Year

Purpose

To assist qualified long-term teacher/nurses transition from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year’s needs and the financial climate of the District.

Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in this policy (508) under the same terms and conditions.
**ELIGIBILITY**

Eligible employees must attain fifty-five (55) years of age prior to July 1, 2020, and have been actively employed by the District for at least twenty (20) years in a full or part-time capacity. (For employees hired on or before June 30, 2019, if District service in this employee group was at least five (5) years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group from which they are retiring. Employees hired on or after July 1, 2019, the pro-rated benefit is not offered.) Employees who are age fifty-four (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-2020. (The Teacher/Nurse will be considered to have voluntarily resigned and the Teacher/Nurse’s continuing contract will be terminated as of the end of the 2019-2020 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).)

**APPLICATION**

Interested employees may apply by filing a written application with the Superintendent/designee after June 30, 2019 and on or before February 1, 2020 and retiring by June 30, 2020.

**DEFINITIONS**

Teacher/Nurse:

A "Teacher/Nurse" is defined as any licensed teacher/nurses of the District who are covered by the Master Contract between the District and the Cedar Rapids Education Association.

Years of Service:

A fiscal year of July 1 through June 30 will be used to calculate years of service. A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. Part-time years of service shall be recognized as full years of service for determining eligibility. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service.) Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive. A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence.

**INSURANCE**

A retiree may elect to participate in the District’s group hospital/medical and drug insurance plan covering regular licensed teaching staff for a period of one hundred-twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2020, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in subparagraph 3.a. and 3.b.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular teaching/nursing staff excluding dental coverage. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the teacher/nurse reimburse the District for the insurance contributions made under the Voluntary Retirement Incentive Program. Retirees will not be afforded the opportunity to participate in the District dental insurance program.
If the retiree dies prior to the end of one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree’s spouse or partner and/or dependent(s) may elect to continue without interruption in the group insurance continuation program, with single or one (1)+ child(ren) coverage, for the balance of up to a sixty (60) month period (as offered by the Metro Interagency Insurance Program guidelines) plus an additional coverage period of thirty-six (36) months (as required by COBRA guidelines), or until the spouse or partner and/or dependent becomes eligible for federal Medicare insurance coverage, whichever is earlier, under the same terms and conditions referred to in subparagraph 3(a) above.

The District’s group term life insurance provider allows a retiree to apply for conversion or porting of the District paid basic group term life insurance coverage that is in place at the time of retirement subject to the terms and conditions of the policy. For continued coverage, the teacher/nurse is required to apply for conversion or porting within thirty (30) days after the District group term life insurance coverage ends. The premium amount for the converted or ported coverage is at the expense of the teacher/nurse and is subject to adjustment by the life insurance provider as it will not be part of a group plan.

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**INCENTIVE PAYMENT**

An eligible teacher/nurse, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent pay using the teacher/nurse’s last full year’s salary. (Which represents approximately 105 per diem days.) In applying these provisions, a teacher/nurse’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**WELLNESS PAYMENT**

The teacher/nurse shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the negotiated agreements beginning in 2003-04. Per this negotiated agreement provision, beginning as of July 1, 2003, teacher/nurses were/shall be eligible to receive an additional payment contributed to their voluntary incentive amount, above the base level amount maximum of 105 days, up to a maximum amount of 80 per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

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For the District’s Voluntary Retirement Incentive Program covering Administrative Staff, see Board Policy 509. For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.
Licensed Teaching Staff Voluntary Retirement Incentive Program

SECTION A: Program for 2017-2018 School Year

In implementing the Licensed Teaching Staff Voluntary Retirement Incentive Program, eligible Teachers/Nurses will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Teacher/Nurses to make application to retire per the program.

Teacher/Nurses will be required to request to be included in the Licensed Teaching Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the Teacher/Nurse ineligible for the program. When a Teacher/Nurse is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/her will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Teacher/Nurse sign a statement indicating his/her awareness of the said parameters and benefits.

Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in REG 508.

Requests to be considered for eligibility in the Licensed Teaching Staff Voluntary Retirement Incentive Program shall be submitted in writing by the Teacher/Nurse to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2017-18 Voluntary Retirement Incentive Program benefits, a Teacher/nurse must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2017-18 school year. However, teachers/nurses who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2018 and on or before December 31, 2018 may request an unpaid, extended leave of absence for the portion of the 2018-19 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2017-18. However, in this case, the teacher/nurse’s 2017-18 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2018 may NOT request an unpaid, extended leave of absence for any or all of the 2018-19 school year and remain eligible for a 2017-18 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Teachers/nurses after May, 2018 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June, 2018.

SECTION BA: Program for 2018-2019 School Year

In implementing the Licensed Teaching Staff Voluntary Retirement Incentive Program, eligible Teachers/Nurses will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Teacher/Nurses to make application to retire per the program.

Teacher/Nurses will be required to request to be included in the Licensed Teaching Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the Teacher/Nurse ineligible for the program. When a Teacher/Nurse is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/he will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Teacher/Nurse sign a statement indicating his/her awareness of the said parameters and benefits.
Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in REG 508.

Requests to be considered for eligibility in the Licensed Teaching Staff Voluntary Retirement Incentive Program shall be submitted in writing by the Teacher/Nurse to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2018-19 Voluntary Retirement Incentive Program benefits, a Teacher/nurse must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2018-19 school year. However, teachers/nurses who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2019 and on or before December 31, 2019 may request an unpaid, extended leave of absence for the portion of the 2019-20 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2018-19. However, in this case, the teacher/nurse’s 2018-19 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2019 may NOT request an unpaid, extended leave of absence for any or all of the 2019-20 school year and remain eligible for a 2018-19 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Teachers/nurses after May, 2019 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June, 2019.

SECTION B: Program for 2019-2020 School Year

In implementing the Licensed Teaching Staff Voluntary Retirement Incentive Program, eligible Teachers/Nurses will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Teacher/Nurses to make application to retire per the program.

Teacher/Nurses will be required to request to be included in the Licensed Teaching Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the Teacher/Nurse ineligible for the program. When a Teacher/Nurse is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/he will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Teacher/Nurse sign a statement indicating his/her awareness of the said parameters and benefits.

Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in REG 508.

Requests to be considered for eligibility in the Licensed Teaching Staff Voluntary Retirement Incentive Program shall be submitted in writing by the Teacher/Nurse to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2019-20 Voluntary Retirement Incentive Program benefits, a Teacher/nurse must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2019-20 school year. However, teachers/nurses who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-21 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. However, in this case, the teacher/nurse’s 2019-20 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2020 may NOT request an unpaid, extended leave of absence for any or all of the 2020-21 school year and remain eligible for a 2019-20 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Teachers/nurses after May, 2020 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June, 2020.
Approved:
02-27-06
Revised:
11-17-06
01-14-08
12-08-08
01-11-10
11-08-10
11-14-11
12-10-12
12-09-13
12-08-14
12-14-15
11-14-16
11-13-17
VOLUNTARY RETIREMENT INCENTIVE PROGRAM
ADMINISTRATIVE STAFF

SECTION A: Program for 2017-2018 School Year

PURPOSE:

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

The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

ELIGIBILITY:

To be eligible for the Voluntary Retirement Incentive Program, an Administrator, prior to July 1, 2018, must have attained at least fifty-five (55) years of age and been employed by the district for at least twenty (20) years. (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30th, 2017 and on or before December 31st, 2017 may request an unpaid, extended leave of absence for the portion of the 2018-2019 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2017-18. An Administrator may retire with Voluntary Retirement benefits prior to the minimum requirement on a pro-rated basis provided he/she is at least fifty-five (55) years of age upon approval from the Superintendent and Board of Education. In this case, the Voluntary Retirement lump sum pay and the District’s dollar contribution toward life and accidental death and dismemberment insurance shall be pro-rated using a calculation of the full benefit times a fraction calculated by using his/her years of service as the numerator and twenty (20) as the denominator. Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service). Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive). A fiscal year of July 1 through June 30 will be used to calculate years of service.

DEFINITIONS:

ADMINISTRATOR: An “Administrator” is defined as any licensed or non-licensed employee who is covered by the Meet and Confer Agreement between the District and the Executive Council.

APPLICATION:

This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2017 and on or before February 1st, 2018 and retiring by June 30, 2018.

INSURANCE:

The district’s contribution toward health insurance premiums shall be provided as described below:

Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid.
If, however, a retiree has been a primary participant in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District contribution toward the District’s group hospital/medical and drug insurance plan for a period of one hundred twenty (120) months immediately following retirement. Through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2018, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion.

The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular full-time Administrative staff excluding dental coverage. Either a fully qualified or partially qualified administrator who has been awarded participation in the voluntary retirement incentive program shall be eligible receive a District contribution to the employee’s group health insurance, however, the amount may be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE).

Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the fifteenth (15th) day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

For Administrators employed in the District as Administrators on or prior to June 30, 2006, the District shall, during the continuation of this benefit, pay up to $1,211.12 per month toward health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. This contribution shall be pro-rated as described above for those who do not meet full length of service eligibility requirements. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and, if the spouse or partner and/or dependent(s) has/have been in the District’s group health program for the entire two years prior to the employee’s retirement, that of his/her spouse or partner and/or dependent(s) in the plan and in the amount/type of coverage of his/her own choosing. The retiree shall pay any and all additional cost for coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2018, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion.

Upon Voluntary Retirement, shall receive, at the District’s expense, one hundred thousand dollars ($100,000) term life insurance coverage and accidental death and dismemberment benefit insurance coverage of one hundred thousand dollars ($100,000): 1. for thirty-six (36) months OR 2. until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy OR 3. until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program, whichever is earliest.

For Administrators employed in the District as Administrators on or after July 1, 2006, the District shall, during the continuation of this benefit, pay up to $1,211.12 per month toward health coverage up to a maximum of ten (10) years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two years prior to the employee’s retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense.

If the retiree dies prior to the end of the ten (10) year period, the employee’s spouse/partner and/or dependents may, per Iowa code 509, continue to participate in the District’s group health insurance program until the spouse/partner becomes eligible for Medicare or Medicaid at his/her own expense. If the retiree was receiving a District contribution toward his/her health insurance program upon his/her death, the District shall, for up to sixty (60) months, continue to
pay toward the cost of the group health insurance coverage on behalf of the employee’s spouse or partner and/or dependent(s) the same dollar contribution as was afforded the retiree.

**INCENTIVE PAYMENT:**

An eligible employee, upon Voluntary Retirement, shall receive as Voluntary Retirement pay one of the following:

For Administrators employed in the District as Administrators before July 1, 2000: an amount representing two hundred sixty (260) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2000 but prior to July 1, 2006: an amount representing one hundred and ninety-five (195) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2006 but prior to July 1, 2007: an amount representing one hundred fifty (150) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2007: an amount representing 55% of their current salary (equates to 143 days pay).

This lump sum payment will be contributed by the District directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money. In applying these provisions, an employee who is eligible under subsection 2 above shall have his/her payment pro-rated per subsection 2 above. Also, if eligible per either subsection 1 or 2, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall include the daily rate of pay as provided in his/her base salary for the regular school year and shall not include any compensation for extra-curricular activities, extended employment, or other additional compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial time extended unpaid leave of absence.

**WELLNESS INCENTIVE PAYMENT:**

The employee shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2003-04. Beginning as of July 1, 2003, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2003-04 only and any personal/family illness leave unused prior to the start of the program in 2003-04 shall not be credited to the Wellness Benefit.

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In applying these provisions, an employee’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other extra compensation.
For the District’s Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

SECTION AB: Program for 2018-2019 School Year

PURPOSE:

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

The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

ELIGIBILITY:

To be eligible for the Voluntary Retirement Incentive Program, an Administrator, prior to July 1, 2019, must have attained at least fifty-five (55) years of age and been employed by the district for at least twenty (20) years. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30th, 2018 and on or before December 31st, 2018 may request an unpaid, extended leave of absence for the portion of the 2019-2020 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2018-19. An Administrator may retire with Voluntary Retirement benefits prior to the minimum requirement on a pro-rated basis provided he/she is at least fifty-five (55) years of age upon approval from the Superintendent and Board of Education. In this case, the Voluntary Retirement lump sum pay and the District’s dollar contribution toward life and accidental death and dismemberment insurance shall be pro-rated using a calculation of the full benefit times a fraction calculated by using his/her years of service as the numerator and twenty (20) as the denominator. Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service. Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive). A fiscal year of July 1 through June 30 will be used to calculate years of service.

DEFINITIONS:

ADMINISTRATOR: An “Administrator” is defined as any licensed or non-licensed employee who is covered by the Meet and Confer Agreement between the District and the Executive Council.

APPLICATION:

This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2018 and on or before February 1st, 2019 and retiring by June 30, 2019.

INSURANCE:

The district’s contribution toward health insurance premiums shall be provided as described below:

Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid.
If, however, a retiree has been a primary participant in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District contribution toward the District’s group hospital/medical and drug insurance plan for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2019, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion.

The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular full-time Administrative staff excluding dental coverage. Either a fully-qualified or partially qualified administrator who has been awarded participation in the voluntary retirement incentive program shall be eligible receive a District contribution to the employee’s group health insurance, however, the amount may be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE).

Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the fifteenth (15th) day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

For Administrators employed in the District as Administrators on or prior to June 30, 2006, the District shall, during the continuation of this benefit, pay up to $1,211.12 per month toward health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. This contribution shall be pro-rated as described above for those who do not meet full length of service eligibility requirements. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and, if the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two years prior to the employee’s retirement, that of his/her spouse or partner and/or dependent(s) in the plan and in the amount/type of coverage of his/her own choosing. The retiree shall pay any and all additional cost for coverage for himself/herself and his/her spouse or partner and/or dependent(s) beyond the District’s contribution per month.

Upon Voluntary Retirement, shall receive, at the District’s expense, one hundred thousand dollars ($100,000) term life insurance coverage and accidental death and dismemberment benefit insurance coverage of one hundred thousand dollars ($100,000): 1. for thirty-six (36) months OR 2. until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy OR 3. until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program, whichever is earliest.

For Administrators employed in the District as Administrators on or after July 1st, 2006, the District shall, during the continuation of this benefit, pay up to $435 per month toward health coverage up to a maximum of ten (10) years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two years prior to the employee’s retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense.

If the retiree dies prior to the end of the ten (10) year period, the employee’s spouse/partner and/or dependents may, per Iowa code 509, continue to participate in the District’s group health insurance program until the spouse/partner becomes eligible for Medicare or Medicaid at his/her own expense. If the retiree was receiving a District contribution toward his/her health insurance program upon his/her death, the District shall, for up to sixty (60) months, continue to
pay toward the cost of the group health insurance coverage on behalf of the employee’s spouse or partner and/or dependent(s) the same dollar contribution as was afforded the retiree.

**INCENTIVE PAYMENT:**

An eligible employee, upon Voluntary Retirement, shall receive as Voluntary Retirement pay one of the following:

For Administrators employed in the District as Administrators before July 1, 2000: an amount representing two hundred sixty (260) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2000 but prior to July 1, 2006: an amount representing one hundred and ninety five (195) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2006 but prior to July 1, 2007: an amount representing one hundred fifty (150) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2007: an amount representing 55% of their current salary (equates to 143 days pay).

This lump sum payment will be contributed by the District directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money. In applying these provisions, an employee who is eligible under subsection 2 above shall have his/her payment pro-rated per subsection 2 above. Also, if eligible per either subsection 1 or 2, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall include the daily rate of pay as provided in his/her base salary for the regular school year and shall not include any compensation for extra-curricular activities, extended employment, or other additional compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial-time extended unpaid leave of absence.

**WELLNESS INCENTIVE PAYMENT:**

The employee shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2003-04. Beginning as of July 1, 2003, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2003-04 only and any personal/family illness leave unused prior to the start of the program in 2003-04 shall not be credited to the Wellness Benefit.

Wellness Benefit Calculation Chart

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In applying these provisions, an employee’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other extra compensation.
For the District’s Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

SECTION B: Program for 2019-2020 School Year

PURPOSE:

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

The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

ELIGIBILITY:

To be eligible for the Voluntary Retirement Incentive Program, an Administrator, prior to July 1, 2020, must have attained at least fifty-five (55) years of age and been employed by the district for at least twenty (20) years. (For employees hired on or before June 30, 2019, if District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group. Employees hired on or after July 1, 2019, the pro-rated benefit will not be offered.) Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30th, 2019 and on or before December 31st, 2019 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-2020. An Administrator may retire with Voluntary Retirement benefits prior to the minimum requirement on a pro-rated basis provided he/she is at least fifty-five (55) years of age upon approval from the Superintendent and Board of Education. In this case, the Voluntary Retirement lump sum pay and the District’s dollar contribution toward life and accidental death and dismemberment insurance shall be pro-rated using a calculation of the full benefit times a fraction calculated by using his/her years of service as the numerator and twenty (20) as the denominator. Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service. Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive). A fiscal year of July 1 through June 30 will be used to calculate years of service.

DEFINITIONS:

ADMINISTRATOR:  An “Administrator” is defined as any licensed or non-licensed employee who is covered by the Meet and Confer Agreement between the District and the Executive Council.

APPLICATION:

This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2019 and on or before February 1st, 2020 and retiring by June 30, 2020.

INSURANCE:

The district’s contribution toward health insurance premiums shall be provided as described below:

Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid.
If, however, a retiree has been a primary participant in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District contribution toward the District’s group hospital/medical and drug insurance plan for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2020, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion.

The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular full-time Administrative staff excluding dental coverage. Either a fully-qualified or partially qualified administrator who has been awarded participation in the voluntary retirement incentive program shall be eligible receive a District contribution to the employee’s group health insurance, however, the amount may be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE).

Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the fifteenth (15th) day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

For Administrators employed in the District as Administrators on or prior to June 30, 2006, the District shall, during the continuation of this benefit, pay up to $1,211.12 per month toward health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. This contribution shall be pro-rated as described above for those who do not meet full length of service eligibility requirements. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and, if the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two years prior to the employee’s retirement, that of his/her spouse or partner and/or dependent(s) in the plan and in the amount/type of coverage of his/her own choosing. The retiree shall pay any and all additional cost for coverage for himself/herself and his/her spouse or partner and/or dependent(s) beyond the District’s contribution per month.

Upon Voluntary Retirement, shall receive, at the District’s expense, one hundred thousand dollars ($100,000) term life insurance coverage and accidental death and dismemberment benefit insurance coverage of one hundred thousand dollars ($100,000): 1. for thirty-six (36) months OR 2. until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy OR 3. until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program, whichever is earliest.

For Administrators employed in the District as Administrators on or after July 1st, 2006, the District shall, during the continuation of this benefit, pay up to $435 per month toward health coverage up to a maximum of ten (10) years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two (2) to four (4) years prior to the employee’s retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense.

If the retiree dies prior to the end of the ten (10) year period, the employee’s spouse/partner and/or dependents may, per Iowa code 509, continue to participate in the District’s group health insurance program until the spouse/partner becomes eligible for Medicare or Medicaid at his/her own expense. If the retiree was receiving a District contribution toward his/her health insurance program upon his/her death, the District shall, for up to sixty (60) months, continue to
pay toward the cost of the group health insurance coverage on behalf of the employee’s spouse or partner and/or dependent(s) the same dollar contribution as was afforded the retiree.

**INCENTIVE PAYMENT:**

An eligible employee, upon Voluntary Retirement, shall receive as Voluntary Retirement pay one of the following:

For Administrators employed in the District as Administrators before July 1, 2000: an amount representing two hundred sixty (260) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2000 but prior to July 1, 2006: an amount representing one hundred and ninety five (195) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2006 but prior to July 1, 2007: an amount representing one hundred fifty (150) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2007: an amount representing 55% of their current salary (equates to 143 days pay).

This lump sum payment will be contributed by the District directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money. In applying these provisions, an employee who is eligible under subsection 2 above shall have his/her payment pro-rated per subsection 2 above. Also, if eligible per either subsection 1 or 2, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall include the daily rate of pay as provided in his/her base salary for the regular school year and shall not include any compensation for extra-curricular activities, extended employment, or other additional compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial-time extended unpaid leave of absence.

**WELLNESS INCENTIVE PAYMENT:**

The employee shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2003-04. Beginning as of July 1, 2003, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2003-04 only and any personal/family illness leave unused prior to the start of the program in 2003-04 shall not be credited to the Wellness Benefit.

Wellness Benefit Calculation Chart

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<tr>
<th>Personal/family illness days used per school year</th>
<th>Additional per diem days credited to severance package</th>
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In applying these provisions, an employee’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other extra compensation.
For the District’s Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508.
For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

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Revised: 11-18-06
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12-08-08
12-14-09
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12-10-12
12-09-13
12-08-14
12-14-15
12-12-16
12-11-17
Administrative Staff Voluntary Retirement Incentive Program

SECTION A: Program for 2017-2018 School Year

In implementing the Administrative Staff Voluntary Retirement Incentive Program, eligible Administrators will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Administrators to make application to retire per the program.

Administrators will be required to request to be included in the Administrative Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete the application prior to the application deadline will constitute a failure to make application and will make the Administrator ineligible for the program. When an Administrator is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/her will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Administrator sign a statement indicating his/her awareness of the said parameters and benefits.

Requests to be considered for eligibility in the Administrative Staff Voluntary Retirement Incentive Program shall be submitted by the Administrator to the District’s Human Resources Office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2017-18 Voluntary Retirement Incentive Program benefits, an Administrator must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2017-18 school year. However, Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2018 and on or before December 31, 2018 may request an unpaid, extended leave of absence for the portion of the 2018-19 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2017-18. However, in this case, the Administrator’s 2017-18 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2018 may NOT request an unpaid, extended leave of absence for any or all of the 2018-19 school year and remain eligible for a 2017-18 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Administrators after May, 2018 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June, 2018.

SECTION BA: Program for 2018-2019 School Year

In implementing the Administrative Staff Voluntary Retirement Incentive Program, eligible Administrators will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Administrators to make application to retire per the program.

Administrators will be required to request to be included in the Administrative Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete the application prior to the application deadline will constitute a failure to make application and will make the Administrator ineligible for the program. When an Administrator is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/her will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Administrator sign a statement indicating his/her awareness of the said parameters and benefits.

Requests to be considered for eligibility in the Administrative Staff Voluntary Retirement Incentive Program shall be submitted by the Administrator to the District’s Human Resources Office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.
In order to be eligible for 2018-19 Voluntary Retirement Incentive Program benefits, an Administrator must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2018-19 school year. However, Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2019 and on or before December 31, 2019 may request an unpaid, extended leave of absence for the portion of the 2019-20 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2018-19. However, in this case, the Administrator’s 2018-19 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2019 may NOT request an unpaid, extended leave of absence for any or all of the 2019-20 school year and remain eligible for a 2018-19 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Administrators after May, 2019 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June, 2019.

SECTION B: Program for 2019-2020 School Year

In implementing the Administrative Staff Voluntary Retirement Incentive Program, eligible Administrators will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Administrators to make application to retire per the program.

Administrators will be required to request to be included in the Administrative Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete the application prior to the application deadline will constitute a failure to make application and will make the Administrator ineligible for the program. When an Administrator is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/he will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Administrator sign a statement indicating his/her awareness of the said parameters and benefits.

Requests to be considered for eligibility in the Administrative Staff Voluntary Retirement Incentive Program shall be submitted by the Administrator to the District’s Human Resources Office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2019-20 Voluntary Retirement Incentive Program benefits, an Administrator must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2019-20 school year. However, Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-21 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. However, in this case, the Administrator’s 2019-20 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2020 may NOT request an unpaid, extended leave of absence for any or all of the 2020-21 school year and remain eligible for a 2019-20 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Administrators after May, 2020 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June, 2020.
VOLUNTARY RETIREMENT INCENTIVE PROGRAM  
SUPPORT STAFF

SECTION A: Program for 2017-2018 School Year

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

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2018. The 2016-17 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board’s intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for Support Staff who retire between July 1, 2018 and June 30, 2019, and the nature and scope of such program, prior to December 15, 2017. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits.

The District’s Voluntary Retirement Incentive Program is available to eligible members of the District Support Staff as hereinafter set forth:

1. Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in Policy 508, Licensed Teaching Staff Voluntary Retirement Incentive Program.

2. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length shall have the opportunity to receive the following Voluntary Retirement Incentive Program. To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2018, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one (1) year of service. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) An fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2017 and by February 1, 2018 and retiring by June 30, 2018. Those retiring after June 30, 2018 will be subject to the retirement program, if any, offered for those retiring in fiscal 2019 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

a. Written application must be submitted to the Superintendent/designee not later than thirty (30) work days prior to the anticipated retirement date. If the application is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee’s contract will be terminated as of the Board approved retirement date.
b. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Table B employees for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2018, a state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 2) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage.

c. Members of the Salary Non-Administrative Meet and Confer (Table B) who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length, group prior to July 1, 2006, the District shall, during the period of this benefit, pay $1211.12 per month toward health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire four (4) years prior to the employee’s retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage or his/her coverage and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, that of his/her spouse or partner and/or dependent(s). The retiree shall pay any and all additional cost for coverage for his/her spouse or partner and/or dependent(s) beyond the District’s contribution per month. This District contribution to the employee’s group health insurance shall be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year(s) in which they are on a partial-time extended unpaid leave of absence. Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the spouse or partner and/or dependent(s). It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions.

d. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length), workgroup employed on or after July 1, 2006, the District shall, during the continuation of this benefit, pay $135.00 per month toward the cost of health care coverage up to a maximum of ten (10) years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire four (4) years prior to the employee’s retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage or his/her coverage and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, that of his/her spouse or partner and/or dependent(s). The retiree shall pay any and all additional cost for coverage for his/her spouse or partner and/or dependent(s) beyond the District’s contribution per month. This District contribution to the employee’s group health insurance shall be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year(s) in which they are on a partial-time extended unpaid leave of absence. Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th day of the month preceding the month the retiree becomes eligible for federal Medicare insurance or federal Medicare or Medicaid. If a retir...
to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

iii. The employee shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2005-06. Beginning as of July 1, 2006, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

### Wellness Benefit Calculation Chart

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<th>Personal/family illness days used per school year</th>
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In applying these provisions, an employee’s Wellness Incentive lump-sum payment shall be based upon the regular hourly rate of pay in the last full year of employment, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

3. Members of the Confidential Secretary employee group (Table H) shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Confidential Secretary” is defined as any employee who is covered by the Meet and Confer Agreement between the District and the Confidential Secretaries.

To be eligible for the Voluntary Retirement Incentive Program, a Confidential Secretary, prior to July 1, 2018, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Part time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. The total
of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one (1) year of service.) A fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2017 and retiring by June 30, 2018. Those retiring after June 30, 2018 will be subject to the retirement program, if any, offered for those retiring in fiscal 2019 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

a—Written application must be submitted to the Superintendent not later than thirty (30) work days prior to the anticipated retirement date. If the application is approved by the Board of Education, the Confidential Secretary will be considered to have voluntarily resigned and the Confidential Secretary’s non-continuing contract will be terminated as of the Board approved retirement date

b—Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District’s contribution toward the District’s group hospital/medical and drug-insurance plan covering regular Confidential Secretaries for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If state or federal regulations and/or legal decisions alter the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 3.c.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. The District shall, during the continuation of this benefit, pay $435.00 per month toward the cost health coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the District’s dollar contribution per month. Failure on the part of the retiree to make payment to the District for the insurance contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions.

c—An eligible employee who was employed as a Confidential Secretary prior to July 1, 2006, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and ninety five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District. An eligible employee who was employed as a Confidential Secretary on or after July 1, 2006, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District. An eligible employee who was employed as a Confidential Secretary on or after July 1, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of the employee’s current salary. In applying
these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate for the employee’s last full year of employment as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

4. Other Support Staff.

For all retirees in the Support Staff employee groups in 4.a. through 4.e. below, the eligibility rules and enrollment requirements are:

1. To be eligible for the Voluntary Retirement Incentive Program, a Support Staff employee, prior to July 1, 2017, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) A Support Staff employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one (1) year of service). (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) A fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those retiring after June 30, 2016 and filing a written application with the Superintendent not later than thirty (30) work days prior to the anticipated retirement date. Those retiring after June 30, 2017 will be subject to the retirement program, if any, offered for those retiring in fiscal 2018 or later years. Current Support Staff employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged. 2. Written application must be submitted to the Superintendent/designee not later than thirty (30) work days prior to the anticipated retirement date. If the application is approved by the Board of Education, the Support Staff employee will be considered to have voluntarily resigned and the Support Staff employee’s contract will be terminated as of the Board approved retirement date. The following guidelines apply to members of the specific Support Staff employee groups. If, prior to June 30, 2017, a state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 4a. through 4.e.) of the Voluntary Retirement Incentive Program.

a. Members of the Food Service Employees (Table K) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Food Service Employee” is defined as any employee who is covered by the negotiated Agreement between the District and Unite H.E.R.E., Local 497. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive
the below-identified District’s contribution toward the District’s group hospital/medical and
drug insurance plan covering regular Food Service Employees for a period of one hundred
twenty (120) months immediately following retirement, through the end of the month prior to
the month the retiree becomes eligible for federal Medicare insurance coverage, or until the
retiree dies, or until the retiree accepts employment that offers health care coverage,
whichever occurs earliest. (If District service in this employee group was less than twenty
(20) years, the benefit will be pro-rated to the years of service in the employee group.)
Continued participation in the group program is contingent upon approval by the insurance
carrier. The types and amounts of coverage to be provided to retirees shall be identical to the
types and amounts of coverage in effect from year to year for regular Support Staff excluding
dental coverage. The District shall, during the continuation of this benefit, pay $435.00
toward the cost of the group health insurance coverage on behalf of the retiree or the retiree
and, if covered by the District health insurance program for the entire four (4) years prior to
the employee’s retirement, his/her partner or spouse and/or dependent(s). The retiree may use
this District health insurance contribution to pay for his/her health insurance coverage or
his/her coverage and that of his/her spouse or partner and/or dependent(s). The retiree shall
pay any and all additional cost for such coverage beyond the District dollar contribution
frozen at the 2007-08 level per month. Failure on the part of the retiree to make payment to
the District of the retiree’s contribution toward the cost of the insurance coverage not later
than the 15th day of the month preceding the month for which the premium is due will result
in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to
inform the Cedar Rapids Community Schools if he/she secures other employment that offers
a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s
health insurance program. Failure to adhere to this duty and obligation may result in:
a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to
reimburse the District for the insurance contributions. Retirees will not be afforded the
opportunity to participate in the District dental insurance program.

b. Members of the Secretaries (Table J) workgroup shall have the opportunity to receive the
following Voluntary Retirement Incentive program. A “Secretary” is defined as any
employee who is covered by the negotiated agreement between the District and Service
Employees International Union, Local 199. Per state of Iowa code 509, employees who retire
from the District while participating in the District’s group health insurance program will be
allowed to continue participation at his/her own expense until eligible for Medicare or
Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s
group health insurance program in his/her entire last four (4) years of employment, the retiree
will receive the below-identified District’s contribution toward the District’s group
hospital/medical and drug insurance plan covering regular Secretaries for a period of one
hundred twenty (120) months immediately following retirement, through the end of the
month prior to the month the retiree becomes eligible for federal Medicare insurance
coverage, or until the retiree dies, or until the retiree accepts employment that offers health
care coverage, whichever occurs earliest. (If District service in this employee group was less
than twenty (20) years, the benefit will be pro-rated to the years of service in the employee
group.) Continued participation in the group program is contingent upon approval by the
insurance carrier. The types and amounts of coverage to be provided to retirees shall be
identical to the types and amounts of coverage in effect from year to year for regular Support
Staff excluding dental coverage. The District shall, during the continuation of this benefit,
pay $435.00 toward the cost of the group health insurance coverage on behalf of the retiree
and, if covered by the District health insurance program for the entire four (4) years prior to
the employee’s retirement, his/her partner or spouse and/or dependent(s). The retiree shall
pay any and all additional cost for such coverage beyond the District dollar contribution
frozen at the 2018-19 level per month. Failure on the part of the retiree to make payment to
the District of the retiree’s contribution toward the cost of the insurance coverage not later
than the 15th day of the month preceding the month for which the premium is due will result
in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to
inform the Cedar Rapids Community Schools if he/she secures other employment that offers
a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

Twelve-month secretaries shall have the following Wellness Benefit.

The employee shall be paid for any days accumulated under a Wellness Incentive beginning in 2005-06. Beginning as of July 1, 2006, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

Wellness Benefit Calculation Chart

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<thead>
<tr>
<th>Personal/family illness days used per school year</th>
<th>Additional per diem days credited to severance package</th>
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</tr>
<tr>
<td>11</td>
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</tr>
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</table>

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

e. Members of the Carpenters (Table M) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Carpenter” is defined as any
employee who is covered by the negotiated Agreement between the District and Carpenters/Local 308, United Brotherhood of Carpenters and Joiners of America. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary—participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Carpenters for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. If state or federal regulations and/or legal decisions alter the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 8.c.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. An eligible employee who was employed as a Carpenter prior to July 1, 2007, upon Voluntary Retirement, shall receive during the continuation of this benefit, $397.16 toward the cost of the group health insurance coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s). An eligible employee who was employed as a Carpenter upon Voluntary Retirement, shall receive during the continuation of this benefit, a District contribution of $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or the retiree and his/her partner or spouse and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the District dollar contribution frozen at the 2018-19 level per month. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

d. Members of the Custodial (Table L) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Custodian” is defined as any employee who is covered by the negotiated Agreement between the District and Local 199 of the Service Employees International Union. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary—participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Custodial employee for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. If state or federal regulations and/or legal decisions alter the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 8.c.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. An eligible employee who was employed as a Custodian prior to July 1, 2017, upon Voluntary Retirement, shall receive during the continuation of this benefit, $397.16 toward the cost of the group health insurance coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s). An eligible employee who was employed as a Custodian upon Voluntary Retirement, shall receive during the continuation of this benefit, a District contribution of $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or the retiree and his/her partner or spouse and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the District dollar contribution frozen at the 2018-19 level per month. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.
Continued participation in the group program is contingent upon approval by the insurance carrier. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. For Custodians employed by the District as Custodians prior to March 1, 2006, the District shall, during the continuation of this benefit, pay toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire two years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s) up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District per the negotiated agreement. For Custodians employed by the District as Custodians on or after to July 1, 2007, the District shall, during the continuation of this benefit, pay $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the dollar amount contributed by the district. Continued participation in the group program is contingent upon approval by the insurance carrier.

Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

e. Members of the Teacher Associate (Paraeducator) employee group (Table O) shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Teacher Associate” is defined as any employee who is covered by the negotiated agreement between the District and Cedar Rapids Organization of Teacher Associates (CROTA). (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) The incentive payment shall be 15% of the employee’s unused sick leave.

Teacher Associates shall also have the following Wellness Benefit.

The employee shall be paid for any days accumulated under a Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive an additional payment contributed to their incentive payment, above the base level amount, up to a maximum amount of forty (40) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

Wellness Benefit Calculation Chart

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<tr>
<th>Personal-illness days used per school year</th>
<th>Additional-per diem days credited to severance package</th>
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In applying these provisions, an employee’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

For the District’s Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District’s Voluntary Retirement Incentive Program Administrative personnel, see Board Policy 509.

SECTION A8: Program for 2018-2019 School Year

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

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2019. The 2017-18 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board’s intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for Support Staff who retire between July 1, 2019 and June 30, 2020, and the nature and scope of such program, prior to December 15, 2018. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits.

The District’s Voluntary Retirement Incentive Program is available to eligible members of the District Support Staff as hereinafter set forth:

1. Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in Policy 508, Licensed Teaching Staff Voluntary Retirement Incentive Program.

2. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup or Day Care Directors (Table R) who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length shall have the opportunity to receive the following Voluntary Retirement Incentive Program. To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2019,
must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one (1) year of service. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) A fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2018 and by February 1, 2019 and retiring by June 30, 2019. Those retiring after June 30, 2019 will be subject to the retirement program, if any, offered for those retiring in fiscal 2020 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

a. Written application must be submitted to the Superintendent/designee not later than thirty (30) work days prior to the anticipated retirement date. If the application is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee’s contract will be terminated as of the Board approved retirement date.

b. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Table B and Table R employees for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2019, a state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 2.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage.

c. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) employed prior to July 1st, 2006, the District shall, during the continuation of this benefit, pay up to $1211.12 per month toward health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest.

d. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) employed on or after July 1st, 2006, the District shall, during the continuation of this benefit, pay up to $435.00 per month toward the cost of health coverage for up to a maximum of ten (10) years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest.

e. Members of the Day Care Directors (Table R) workgroup, the District shall, during the continuation of this benefit, pay up to $435.00 per month toward the cost of health coverage for up to a maximum of ten (10) years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest.

If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire four (4) years prior to the employee’s retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, that of his/her spouse or partner and/or dependent(s). The retiree shall pay any and all additional cost for coverage for his/her spouse or partner and/or dependent(s) beyond the District’s contribution per month. This District contribution to the employee’s group health insurance shall be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year(s) in which they are on a partial-time extended unpaid leave of absence. Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the spouse or partner and/or dependent(s). It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance
program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions.

**Incentive Payment:**

i. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) employed prior to July 1, 2006, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and ninety five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District.

ii. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) employed on or after July 1, 2006 through June 30, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District.

iii. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) employed on or after July 1, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District.

iv. Members of the Day Care Directors (Table R) workgroup shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District.

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

**Wellness Incentive**

Employees of the Salary Non-Administrative Meet & Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2005-06. Beginning as of July 1, 2006, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

Employees of the Day Care Directors (Table R) workgroup shall be paid for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning as of July 1, 2019, employees shall be eligible to receive an additional payment contributed to their incentive payment, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

**Wellness Benefit Calculation Chart**

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<tr>
<th>Personal/family illness days used per school year</th>
<th>Additional per diem days credited to severance package</th>
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<td>5</td>
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In applying these provisions, an employee’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

3. Members of the Hourly Non-Administrative Meet & Confer (Table H) (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length), and Information Technology Technicians (Table S) workgroups, shall have the opportunity to receive the following Voluntary Retirement Incentive program. To be eligible for the Voluntary Retirement Incentive Program, members of the Hourly Non-Administrative Meet & Confer (Table H) and Information Technology Technicians (Table S) workgroups (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length), prior to July 1, 2019, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one (1) year of service. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) A fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2018 and retiring by June 30, 2019. Those retiring after June 30, 2019 will be subject to the retirement program, if any, offered for those retiring in fiscal 2020 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

   a. Written application must be submitted to the Superintendent not later than thirty (30) work days prior to the anticipated retirement date. If the application is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee’s contract will be terminated as of the Board approved retirement date.

   b. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance plan will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance plan in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If state or federal regulations and/or legal decisions alter the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 3.c.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. The District shall, during the continuation of this benefit, pay up to $435.00 per month toward the cost of health coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the District’s dollar contribution per month. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a.
Incentive Payment

i. Members of the Hourly Non-Administrative Meet & Confer (Table H) workgroup who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length and were employed prior to July 1, 2006, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and ninety five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District.

ii. Members of the Hourly Non-Administrative Meet & Confer (Table H) workgroup who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length and were employed on or after July 1, 2006 through June 30, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District.

iii. Members of the Hourly Non-Administrative Meet & Confer (Table H) workgroup who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length and were employed on or after July 1, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of the employee’s current salary.

iv. Members of the Information Technology Technicians (Table S) workgroup upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of the employee’s current salary.

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

4. Other Support Staff - For all retirees in the Support Staff employee groups in 4.a. through 4.d. below, the eligibility rules and enrollment requirements are: 1. To be eligible for the Voluntary Retirement Incentive Program, a Support Staff employee, prior to July 1, 2018, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) A Support Staff employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one (1) year of service. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) A fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those retiring after June 30, 2018 and filing a written application with the Superintendent not later than thirty (30) work days prior to the anticipated retirement date. Those retiring after June 30, 2018 will be subject to the retirement program, if any, offered for those retiring in fiscal 2019 or later years. Current Support Staff employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged. 2. Written application must be submitted to the Superintendent/designee not later than thirty (30) work days prior to the anticipated retirement date. If the application is approved by the Board of Education, the Support Staff employee will be considered to have voluntarily resigned and the Support Staff employee’s contract will be terminated as of the Board approved retirement date. The following guidelines apply to members of the specific Support Staff employee groups. If, prior to June 30, 2018, a state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 4a. through 4.e.) of the Voluntary Retirement Incentive Program.

a. Members of the Food Service (Table K) workgroup, Hourly Non-Administrative Meet & Confer (Table H) (who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length), Hearing Interpreters (Table Q), and Transportation Employees (Table Y) workgroups shall have the opportunity to receive the following Voluntary Retirement Incentive program. Per state of Iowa code
509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering Food Service (Table K), Hourly Non-Administrative Meet & Confer (Table H) (who are assigned to work an employment contract that is less than two hundred fifty-nine ((259) days in length, Hearing Interpreters (Table Q), and Transportation Employees (Table Y) for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. The District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s). The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and that of his/her spouse or partner and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the District dollar contribution frozen at the 2007-08 level per month. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

b. Members of the Secretaries (Table J) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Secretaries for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. The District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the District dollar contribution frozen at the 2007-08 level per month. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.
Wellness Incentive

Twelve-month secretaries shall have the following Wellness Benefit.

The employee shall be paid for any days accumulated under a Wellness Incentive beginning in 2005-06. Beginning as of July 1, 2006, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

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<tr>
<th>Personal/family illness days used per school year</th>
<th>Additional per diem days credited to severance package</th>
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<td>11</td>
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In applying these provisions, an employee’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

c. Members of the Carpenters (Table M) and Painters (Table N) workgroups shall have the opportunity to receive the following Voluntary Retirement Incentive program. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Carpenters (Table M) and Painters (Table N) for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be prorated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. If state or federal regulations and/or legal decisions alter the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 8.c.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage.

An eligible employee who was employed as a Carpenter (Table M) or Painter (Table N) and covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s), shall receive during the continuation of this benefit, a District contribution of up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or the retiree and his/her partner or spouse and/or dependent(s).

The retiree shall pay any and all additional cost for such coverage beyond the District dollar contribution. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance
contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

d. Members of the Custodial (Table L) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Custodian” is defined as any employee who is covered by the negotiated Agreement between the District and Local 199 of the Service Employees International Union. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group health insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

i. For Custodians employed by the District as Custodians prior to March 1, 2006, the District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire two years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s) up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District per the negotiated agreement.

ii. For Custodians employed by the District as Custodians after March 1, 2006, the District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s).

The retiree shall pay any and all additional cost for such coverage beyond the dollar amount contributed by the district. Continued participation in the group program is contingent upon approval by the insurance carrier. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

e. Members of the Child Care Assistants (Table E) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid.

If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group health insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.
types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage.

The District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s).

The retiree shall pay any and all additional cost for such coverage beyond the dollar amount contributed by the district. Continued participation in the group program is contingent upon approval by the insurance carrier. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

f. Members of the Teacher Associate (Paraeducator) employee group (Table O) shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Teacher Associate” is defined as any employee who is covered by the negotiated agreement between the District and Cedar Rapids Organization of Teacher Associates. (CROTA.) (If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) The incentive payment shall be 15% of the employee’s unused sick leave.

Teacher Associates shall also have the following Wellness Benefit.

The employee shall be paid for any days accumulated under a Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive an additional payment contributed to their incentive payment, above the base level amount, up to a maximum amount of forty (40) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

**Wellness Benefit Calculation Chart**

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<th>Personal illness days used per school year</th>
<th>Additional per diem days credited to severance package</th>
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For the District’s Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District’s Voluntary Retirement Incentive Program Administrative personnel, see Board Policy 509.

**PURPOSE:**

**SECTION BA: Program for 2019-2020 School Year**

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

**ELIGIBILITY:**

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2020. The 2017-2018 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board’s intent to consider the activation of a Voluntary Retirement Incentive Program for Support Staff who retire between July 1, 2019 and June 30, 2020, and the nature and scope of such program, prior to December 15, 2018. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits.

The District’s Voluntary Retirement Incentive Program is available to eligible members of the District Support Staff as hereinafter set forth:

1. Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive Program described in Policy 508, Licensed Teaching Staff Voluntary Retirement Incentive Program.

2. Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup, Salary Non-Administrative Meet and Confer (Table D) workgroup, Child Care Assistants (Table E) workgroup, Hourly Non-Administrative Meet and Confer (Table F) workgroup, Hourly Non-Administrative Meet and Confer (Table H) workgroup, Secretaries (Table J) workgroup, Food and Nutrition (Table K) workgroup, Custodians (Table L) workgroup, Carpenters (Table M) workgroup, Painters (Table N) workgroup, Teacher Associates (Table O) workgroup, Hearing Interpreters (Table Q) workgroup, Day Care Directors (Table R) workgroup, IT Techs (Table S) workgroup, or Transportation (Table Y) workgroup, who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length shall have the opportunity to receive the following Voluntary Retirement Incentive Program. To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2019, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (For employees hired on or before June 30, 2019, if District service in these employee groups was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group from which they are retiring. Employees hired on or after July 1, 2019, the pro-rated benefit is not offered.) Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one (1) year of service. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called
expired sick leave days for purposes of retirement incentive.) A fiscal year of July 1 through June 30 will be used to
calculate years of service. This offer for retirement benefits is only effective for those filing a written application
with the Superintendent after June 30, 2018 and by February 1, 2019 and retiring by June 30, 2020. Those
retiring after June 30, 2019 will be subject to the retirement program, if any, offered for those retiring in fiscal
2021 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits
for previous retirees will remain unchanged.

APPLICATION:

Written application must be submitted to the Superintendent/designee not later than thirty (30) work days prior to
the anticipated retirement date February 1st. If the application is approved by the Board of Education, the employee
will be considered to have voluntarily resigned and the employee’s contract will be terminated as of the Board
approved retirement date.

INSURANCE:

b. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health
insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or
Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance
program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s
contribution toward the District’s group hospital/medical and drug insurance plan covering regular Table B and
Table R employees for a period of one hundred twenty (120) months immediately following retirement, through the
end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until
the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest.
Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June
30, 2019, a state or federal regulation and/or legal decision alters the District’s ability to limit health insurance
premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion
(any or all benefits defined in Section 2.) of the Voluntary Retirement Incentive Program. The types and amounts of
coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year
for regular Support Staff excluding dental coverage.

c) Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup and Hourly Non-
Administrative Meet and Confer (Table H) workgroup (who are assigned to work an employment
contract that is at least two hundred fifty-nine (259) days or greater in length) employed prior to July 1st,
2006, the District shall, during the continuation of this benefit, pay up to $1211.12 per month toward
health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until
retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the
retiree accepts employment that offers health care coverage, whichever occurs earliest.

d) Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup and Hourly Non-
Administrative Meet and Confer (Table H) workgroup (who are assigned to work an employment contract
that is at least two hundred fifty-nine (259) days or greater in length) employed on or after July 1st, 2006,
the District shall, during the continuation of this benefit, pay up to $435.00 per month toward the cost of
health coverage, for up to a maximum of ten (10) years immediately following retirement, or until retiree
becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree
accepts employment that offers health care coverage, whichever occurs earliest.

e) Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup (who are assigned
to work an employment contract that is less two hundred fifty-nine (259) days in length), Child Care
Assistants (Table E) workgroup, Hourly Non-Administrative Meet and Confer (Table F) workgroup
(who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days
in length), Secretaries (Table J) workgroup, Food and Nutrition (Table K) workgroup, Carpenters (Table
M) workgroup, Painters (Table N) workgroup, Teacher Associates (Table O) workgroup, Hearing
Interpreters (Table Q) workgroup, of the Day Care Directors (Table R) workgroup, IT Techs. (Table S)
workgroup, or Transportation (Table Y) workgroup, the District shall, during the continuation of this
benefit, pay up to $435.00 per month toward the cost of health coverage, for up to a maximum of ten (10)
years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance
coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage,
whichever occurs earliest.
d) Custodians (Table L) workgroup employed by the District as Custodians prior to March 1, 2006, the District shall, during the continuation of this benefit, pay toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire two years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s) up to the dollar amount contributed per month to the retiree employee in his/her last full year of employment with the District per the negotiated agreement workgroup handbook.

e) Custodians (Table L) workgroup employed by the District as Custodians after March 1, 2006, the District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s). The retiree shall pay any and all additional cost for coverage for his/her spouse or partner and/or dependent(s) beyond the District’s contribution per month. This District contribution to the employee’s group health insurance shall be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year(s) in which they are on a partial-time extended unpaid leave of absence. Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the spouse or partner and/or dependent(s). It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions.

**Incentive Payments:**

**INCENTIVE PAYMENT:**

a) i—Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) employed prior to July 1, 2006, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and ninety five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District.

b) ii—Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup and Hourly Non-Administrative Meet and Confer (Table H) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) employed on or after July 1, 2006 through June 30, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District.

c) iii—Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup and Hourly Non-Administrative Meet and Confer (Table H) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) employed on or after July 1, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District.

d) iv—Members of the Salary Non-Administrative Meet and Confer (Table D), Hourly Non-Administrative Meet and Confer (Table F), Hearing Interpreters (Table Q) workgroup, Day Care Directors (Table R) workgroup and IT Techs. (Table S) workgroup shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District.
In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon the average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Wellness Incentive WELLNESS INCENTIVE:

- Employees of the Salary Non-Administrative Meet & Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length) and Salary Non-Administrative Meet and Confer (Table D) workgroup (who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days) shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2005-06. Beginning as of July 1, 2006, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

Employees of the Day Care Directors (Table R) workgroup shall be paid for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning as of July 1, 2019, employees shall be eligible to receive an additional payment contributed to their incentive payment, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

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

3. Members of the Hourly Non-Administrative Meet & Confer (Table H) (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length), and Information Technology Technicians (Table S) workgroups, shall have the opportunity to receive the following Voluntary Retirement Incentive Program: To be eligible for the Voluntary Retirement Incentive Program, members of the Hourly Non-Administrative Meet & Confer (Table H) and Information Technology Technicians (Table S) workgroups (who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length), prior to July 1, 2019, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit
days equals one (1) year of service. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) A fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2018 and retiring by June 30, 2019. Those retiring after June 30, 2019 will be subject to the retirement program, if any, offered for those retiring in fiscal 2020 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

Written application must be submitted to the Superintendent not later than thirty (30) work days prior to the anticipated retirement date. If the application is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee’s contract will be terminated as of the Board approved retirement date.

Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary—participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If state or federal regulations and/or legal decisions alter the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 3.c.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. The District shall, during the continuation of this benefit, pay up to $435.00 per month toward the cost of health coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependents(s). The retiree shall pay any and all additional cost for such coverage beyond the District’s dollar contribution per month. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions.

Incentive Payment

i. Members of the Hourly Non-Administrative Meet & Confer (Table H) workgroup who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length and were employed prior to July 1, 2006, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and ninety five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District.

ii. Members of the Hourly Non-Administrative Meet & Confer (Table H) workgroup who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length and were employed on or after July 1, 2006 through June 30, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District.

iii. Members of the Hourly Non-Administrative Meet & Confer (Table H) workgroup who are assigned to work an employment contract that is at least two hundred fifty-nine (259) days or greater in length and were employed on or after July 1, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of the employee’s current salary.

iv. Members of the Information Technology Technicians (Table S) workgroup upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent (55%) of the employee’s current salary.

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

4. Other Support Staff – For all retirees in the Support Staff employee groups in 4.a. through 4.d. below, the eligibility rules and enrollment requirements are: 1. To be eligible for the Voluntary Retirement Incentive Program, a Support Staff employee, prior to July 1, 2018, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) A Support Staff employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service. (190 excess benefit days equals one (1) year of service.) (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) A fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those retiring after June 30, 2018 and filing a written application with the Superintendent not later than thirty (30) work days prior to the anticipated retirement date. Those retiring after June 30, 2018 will be subject to the retirement program, if any, offered for those retiring in fiscal 2019 or later years. Current Support Staff employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged. 2. Written application must be submitted to the Superintendent/designee not later than thirty (30) work days prior to the anticipated retirement date. If the application is approved by the Board of Education, the Support Staff employee will be considered to have voluntarily resigned and the Support Staff employee’s contract will be terminated as of the Board approved retirement date. The following guidelines apply to members of the specific Support Staff employee groups. If, prior to June 30, 2018, a state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any and all benefits defined in Section 4.a. through 4.e.) of the Voluntary Retirement Incentive Program.

f. Members of the Food Service (Table K) workgroup, Hourly Non-Administrative Meet & Confer (Table H), (who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length), Hearing Interpreters (Table Q), and Transportation Employees (Table Y) workgroups shall have the opportunity to receive the following Voluntary Retirement Incentive program. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering Food Service (Table K), Hourly Non-Administrative Meet & Confer (Table H), Hearing Interpreters (Table Q), and Transportation Employees (Table Y) for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month in which the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. The District shall, during the continuation of this benefit, pay up to $135.00 toward the cost of the group health insurance coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s). The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and that of his/her spouse or partner and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the District dollar contribution frozen at the 2007-08 level per month. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in:
cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

g. Members of the Secretaries (Table J) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Secretaries for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be prorated to the years of service in the employee group.). Continued participation in the group program is contingent upon approval by the insurance carrier. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage. The District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree and, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s). The retiree shall pay any and all additional cost for such coverage beyond the District dollar contribution frozen at the 2007-08 level per month. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

Wellness Incentive
Twelve-month Secretaries (Table J) workgroup shall have the following Wellness Benefit.

The employee shall be paid for any days accumulated under a Wellness Incentive beginning in 2005-06. Beginning as of July 1, 2006, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

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In applying these provisions, an employee’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.
Members of the Teacher Associate (Paraeducator) employee group (Table O) shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Teacher Associate” is defined as any employee who is covered by the negotiated agreement between the District and Cedar Rapids Organization of Teacher Associates (CROTA). If District service in this employee group was less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group. The incentive payment shall be 15% of the employee’s unused sick leave.

Teacher Associates shall also have the following Wellness Benefit.

The employee shall be paid for any days accumulated under a Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive an additional payment contributed to their incentive payment, above the base level amount, up to a maximum amount of forty (40) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

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

Members of the Carpenters (Table M) and Painters (Table N) workgroups shall have the opportunity to receive the following Voluntary Retirement Incentive program. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Carpenters (Table M) and Painters (Table N) for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. If state or federal regulations and/or legal decisions alter the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 8.c.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage.

An eligible employee who was employed as a Carpenter (Table M) or Painter (Table N) and covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, his/her partner or spouse and/or dependent(s) shall receive during the continuation of this benefit, a District contribution of up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or the retiree and his/her partner or spouse and/or dependent(s).

The retiree shall pay any and all additional cost for such coverage beyond the District dollar contribution. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the
premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

i. Members of the Custodial (Table L) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. A “Custodian” is defined as any employee who is covered by the negotiated Agreement between the District and Local 199 of the Service Employees International Union. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Custodial employees for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage.

   i. For Custodians employed by the District as Custodians prior to March 1, 2006, the District shall, during the continuation of this benefit, pay toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire two years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s) up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District per the negotiated agreement.

   ii. For Custodians employed by the District as Custodians after March 1, 2006, the District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s).

The retiree shall pay any and all additional cost for such coverage beyond the dollar amount contributed by the district. Continued participation in the group program is contingent upon approval by the insurance carrier. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

j. Members of the Child Care Assistants (Table E) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive program. Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid.

If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below-identified District’s contribution toward the District’s group hospital/medical and drug insurance plan covering regular Child Care Assistant employees for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that
offers health care coverage, whichever occurs earliest. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Continued participation in the group program is contingent upon approval by the insurance carrier. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage.

The District shall, during the continuation of this benefit, pay up to $435.00 toward the cost of the group health insurance coverage on behalf of the retiree or, if covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement, retiree’s partner and spouse and/or dependent(s).

The retiree shall pay any and all additional cost for such coverage beyond the dollar amount contributed by the district. Continued participation in the group program is contingent upon approval by the insurance carrier. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the retiree to reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

For the District’s Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District’s Voluntary Retirement Incentive Program Administrative personnel, see Board Policy 509.
Support Staff Voluntary Retirement Incentive Program

SECTION A: Program for 2017-2018 School Year

In implementing the Support Staff Voluntary Retirement Incentive Program, eligible Support Staff employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Support Staff employees to make application to retire per the program.

Support Staff employees will be required to request to be included in the Support Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the Support Staff employee ineligible for the program at the requested time and may make the Support Staff employee ineligible for the program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Support Staff employee sign a statement indicating his/her awareness of the said parameters and benefits.

Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in REG 510.

Requests to be considered for eligibility in the Support Staff Voluntary Retirement Incentive Program shall be submitted in writing by the Support Staff employee to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2017-18 Voluntary Retirement Incentive Program benefits, a Support Staff employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for an entire year prior to his/her Voluntary Retirement date.

SECTION BA: Program for 2018-2019 School Year

In implementing the Support Staff Voluntary Retirement Incentive Program, eligible Support Staff employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Support Staff employees to make application to retire per the program.

Support Staff employees will be required to request to be included in the Support Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the Support Staff employee ineligible for the program at the requested time and may make the Support Staff employee ineligible for the program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Support Staff employee sign a statement indicating his/her awareness of the said parameters and benefits.

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Requests to be considered for eligibility in the Support Staff Voluntary Retirement Incentive Program shall be submitted in writing by the Support Staff employee to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2018-19 Voluntary Retirement Incentive Program benefits, a Support Staff employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for an entire year prior to his/her Voluntary Retirement date.
SECTION B: Program for 2019-2020 School Year

In implementing the Support Staff Voluntary Retirement Incentive Program, eligible Support Staff employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Support Staff employees to make application to retire per the program.

Support Staff employees will be required to request to be included in the Support Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the Support Staff employee ineligible for the program at the requested time and may make the Support Staff employee ineligible for the program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Support Staff employee sign a statement indicating his/her awareness of the said parameters and benefits.

Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in REG 510.

Requests to be considered for eligibility in the Support Staff Voluntary Retirement Incentive Program shall be submitted in writing by the Support Staff employee to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2019-20 Voluntary Retirement Incentive Program benefits, a Support Staff employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for an entire year prior to his/her Voluntary Retirement date.
## SCHOOL BOARD CALENDAR

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

### 2018 - NOVEMBER

<table>
<thead>
<tr>
<th>Day</th>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Nov 12</td>
<td>5:30 pm</td>
<td>Board Regular Meeting</td>
<td>ELSC, Board Room</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2500 Edgewood Rd NW</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Nov 14</td>
<td></td>
<td>IASB Pre-Convention Workshops</td>
<td>Hy Vee Hall</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>Des Moines</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Nov 14</td>
<td></td>
<td>UEN Meetings</td>
<td>Marriott</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Des Moines</td>
</tr>
<tr>
<td>Thursday</td>
<td>Nov 15</td>
<td></td>
<td>IASB Annual Convention</td>
<td>Hy Vee Hall</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Des Moines</td>
</tr>
<tr>
<td>Thurs/Fri</td>
<td>Nov 22/23</td>
<td></td>
<td>Holiday</td>
<td>Offices Closed</td>
</tr>
</tbody>
</table>

### 2018 - DECEMBER

<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>Friday</td>
<td>Dec 7</td>
<td>7:30 am</td>
<td>Annual “State of the District”</td>
<td>ELSC, Professional</td>
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<tr>
<td></td>
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<td></td>
<td>Development Center</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2500 Edgewood Rd NW</td>
</tr>
<tr>
<td>Monday</td>
<td>Dec 12</td>
<td>5:30 pm</td>
<td>Board Regular Meeting</td>
<td>ELSC, Professional</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Development Center</td>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>2500 Edgewood Rd NW</td>
</tr>
<tr>
<td>Mon/Tues</td>
<td>Dec 24/25</td>
<td></td>
<td>Holiday</td>
<td>Offices Closed</td>
</tr>
<tr>
<td>Mon/Tues</td>
<td>Dec 31/Jan 1</td>
<td></td>
<td>Holiday</td>
<td>Offices Closed</td>
</tr>
</tbody>
</table>

### MEETING EVALUATION & ADJOURNMENT

- President Nancy Humbles