

**28E AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, THE COLLEGE COMMUNITY SCHOOL DISTRICT, THE LINN-MAR COMMUNITY SCHOOL DISTRICT, AND THE ALBURNETT COMMUNITY SCHOOL DISTRICT.**

THIS 28E AGREEMENT is made and entered into on the 8<sup>th</sup> day of June, 2020, by and between the Cedar Rapids Community School District (CRCSD), the College Community School District (CCSD), the Linn-Mar Community School District (LMCSD), and the Alburnett Community School District (ACSD) pursuant to Iowa Code Chapter 28E. The parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to provide a shared secondary school program option called Iowa BIG (BIG) for the students of CRCSD, CCSD, LMCSD, and ACSD and to monitor “franchisees” who take the name Iowa BIG.
2. **TERM:** The term of this Agreement shall be from the 1<sup>st</sup> day of July, 2020 to June 30, 2021. The parties hereto agree this Agreement shall be effective upon its execution by all parties and the duration shall be coterminous with the provisions contained herein.
3. **RESPONSIBILITIES OF THE PARTIES:**

**CRCSD, CCSD, and LMCSD agree to mutually provide the resources to fund BIG in equal 30.9% portions unless otherwise noted. ACSD agrees to provide 7.4% of the resources to fund BIG unless otherwise noted.**

- 3.1. 1.0 FTE Executive Director of Iowa BIG, contracted through the CRCSD. Executive Director will conduct employee evaluations per each District’s requirements and processes. Director also serves as the Curriculum Director for Iowa BIG.
- 3.2. 2.0 FTE Strategic Partner Developer/Administrative Assistant, contracted through the Cedar Rapids Metro Economic Alliance.
- 3.3. Lease, equipment, and space costs for the operation of the Iowa BIG program.
- 3.4. Provide District FTE and/or reimburse District providing FTE to BIG to maintain equitable contribution of FTE per District.
- 3.5. 2.7 student spots per percentage of committed resources. Unfilled seats may be filled by partner Districts at no additional cost to those Districts. The student spots funded by each district for 2019-20 shall be:
  - 3.5.1. CRCSD, CCSD, LMCSD shall have the option of enrolling 83 students from their district
  - 3.5.2. ACSD shall have the option of enrolling 20 students
- 3.6. Provide certified staff with a laptop computer.
- 3.7. Allow staff assigned to Iowa BIG to co-develop, co-market, and work with District staff to engage parents, students, and potential strategic business and community partners.
- 3.8. Supervision of the Executive Director by the District Superintendents or their designee.
- 3.9. Actively work together, in conjunction with Iowa BIG staff, to secure the monetary and non-monetary resources, real-world projects, business/community mentors, and other community support for BIG.
- 3.10. To jointly discuss and determine the course of action for future opportunities and costs for BIG that exceeds the budget and allocation provided by each District for Iowa BIG.
- 3.11. Other costs and expenses as mutually agreed upon.

**CRCSD, CCSD, LMCSO, and ACSO will individually:**

- 3.12. Determine and award appropriate course credit for successful completion by District students in accordance to that District's program of studies, graduation requirements, and discretion.
- 3.13. Determine if and when funding for and access to college credit work completed at BIG for district-enrolled students will be provided. Each District maintains responsibility for any PSEO or Dual-Option college credit costs. Currently "Fundamentals of Project Management" is offered to BIG students through Kirkwood Community College.
- 3.14. Provide other district resources as necessary so long as they do not cause undue burden on the district. (e.g. Communications office stories, HR and tech support, etc.)
- 3.15. Provide periodic (at least once annually, more at the discretion of the individual Board) updates to the respective Board of Directors by the Executive Director and/or BIG staff.

**CRCSD agrees to provide the following:**

- 3.16. Act as fiscal agent for the agreement and provide accurate and timely billings to partner Districts, including use of the Cedar Rapids School Foundation as secondary fiscal agent for grants/gifts requiring such.
- 3.17. Provide supervision and employ the Executive Director.
- 3.18. Provide 30.9% of the total cost of the program per the attached budget minus 2.0 FTE (Shawn Cornally & Mark Matson)
- 3.19. Provide technology for CRCSD enrolled students and CRCSD employed staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

**CCSD agrees to provide the following:**

- 3.20. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.21. Provide 30.9% of the total cost of the program per the attached budget minus 2.0 FTE (Dennis Becker & Nate Pruet)
- 3.22. Provide technology for CCSD enrolled students and CCSD staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

**LMCSO agrees to provide the following:**

- 3.23. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.24. Provide 30.9% of the total cost of the program per the attached budget minus 2.0 FTE (Becky Herman & Dee Wesbrook)
- 3.25. Provide technology for LMCSO enrolled students and LMCSO staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

**ACSO agrees to provide the following:**

- 3.26. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.27. Provide 7.4% of the total cost of the program.
- 3.28. Provide technology for ACSO enrolled students and ACSO staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

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

- 4.1. As of this contract date, Iowa BIG has secured funds of \$1,000,000 over a 5-year period beginning January 1, 2017 for the purpose of growing and developing the Iowa BIG model. These funds were awarded and provided by the XQ Super School Project and spending of those funds are done in collaboration and conjunction with the XQ Super School team assigned to Iowa BIG. This will be year three of the grant with an estimated \$84,050 used to offset program costs in the 2020-21 school year.
- 4.2. Use of any funds secured by and for Iowa BIG through gifts and grants will be held in the Cedar Rapids Community School Foundation tagged specifically to Iowa BIG and expressly for the operation and advancement of the Iowa BIG program and all the districts, staff, and students engaged in the program.
- 4.3. XQ funds utilized may be re-evaluated in conjunction with XQ Super Schools during the terms of this agreement. Partner Districts will be responsible, as described above, for these costs if and when outside funding for this work is no longer available.
- 4.4. XQ Funds also provide travel and conference opportunities for staff assigned to Iowa BIG. These expenses will be charged to the Districts employing the staff member and reimbursed by XQ through the Cedar Rapids School Foundation.

#### **5. INSURANCE AND INDEMNIFICATION**

- A. During the duration of this Agreement, CCSD, LMCSO, and ASCD will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.
- B. To the extent permitted by law, the District will indemnify and hold harmless CCSD, LMCSO, and ASCD from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by , or arising out of, the District's negligence or willful misconduct in the performance of its duties under this agreement.
- C. CCSD, LMCSO, and ASCD will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by, or arising out of the CCSD, LMCSO, or ASCD negligence or willful misconduct in the performance of its duties under this agreement.

#### **6. ADMINISTRATION**

- A. No separate legal or administrative entity shall be created by this Agreement. The Associate Superintendent for the District, shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.
- B. The site advisory group shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

## 7. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any of the parties included within this Agreement to declare another party in default of its obligations under the Agreement:
1. Failure to make substantial and timely progress toward performance of the Agreement.
  2. Failure of another party's work product and services to conform to any specifications noted herein.
  3. Any other breach of the terms of this Agreement.
- B. Notice of Default. If there occurs a default event under Section 6A, the non-defaulting party or parties shall provide written notice to the defaulting party or parties, requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date specified in the written notice, the non-defaulting party or parties may either:
1. Immediately terminate the Agreement without additional written notice; or,
  2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

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

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

Noreen Bush, Superintendent  
Cedar Rapids Community School District  
2500 Edgewood Rd. NW  
Cedar Rapids, IA 52405

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

Shannon Bisgard, Superintendent  
Linn-Mar Community School District  
2999 N. Tenth Street  
Marion, IA 52302

Dani Trimble, Superintendent  
Alburnett Community School District  
131 Roosevelt St  
Alburnett, IA 52202

**Cedar Rapids Community School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary

**College Community School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary

**Linn-Mar Community School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary

**Alburnett Community School District**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Secretary