

BOARD OF SUPERVISORS

James Houser | District 1
Stacey Walker | District 2
Ben Rogers | District 3
Brent Oleson | District 4
John Harris | District 5

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCounty.org



LINN COUNTY BOARD OF SUPERVISORS MEETING AGENDA

Monday, July 23, 2018
9 a.m.

Informal Board Room—Jean Oxley Public Service Center
935 2ND St. SW, Cedar Rapids, IA

Call to Order

Public Comment: Five Minute Limit per Speaker

This comment period is for the public to address topics on today's agenda.

Minutes

Discuss and decide on meeting minutes.

Public hearing and first consideration on proposed amendments to Chapter 105 of the Code of Ordinances, Linn County, Iowa pertaining to plumbing

Discuss a Memorandum of Understanding between Linn County and the Family Connections Partner Organization to contribute to relevant early childhood services at the Cedar Rapids Public Library

Discuss a 28E Agreement between Linn County and the Cedar Rapids Community School District Regarding Statewide Voluntary Preschool Program for Four-Year Old Children

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Correspondence

Appointments

Closed Session

The Board will enter into a closed session pursuant to Iowa Code Section 21.5.1(j) to discuss the purchase of real estate.

Adjournment

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.

Prepared by Luke Maloney, Linn County Planning & Development
Return to Becky Shoop, Linn County Auditor's Office
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5300

LINN COUNTY ORDINANCE # _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 105, ARTICLE V, PLUMBING**

BE IT ENACTED by the Board of Supervisors, Linn County, Iowa:

SECTION 1. Chapter 105 of the Linn County Code of Ordinances is hereby amended as follows:

Chapter 105 - BUILDINGS AND BUILDING REGULATIONS
ARTICLE V. - PLUMBING

Sec. 105-66. - Uniform Plumbing Code.

Except as hereafter modified, that certain plumbing code known as the Uniform Plumbing Code, 2018 edition, as published by the International Association of Plumbing and Mechanical Officials, is hereby specifically incorporated by reference and shall be known as the "county plumbing regulations." The provisions of said plumbing regulations shall be controlling in the erection, installation, alteration, addition, repair, relocation, replacement, maintenance or use of any plumbing system and all matters covered by said plumbing regulations within the unincorporated limits of the county.

(Ord. No. 10-6-2015 § 5.1, 6-17-2015)

Sec. 105-67. - Modifications of the Uniform Plumbing Code.

Certain sections and portions of sections of the Uniform Plumbing Code, 2018 edition, hereinafter UPC, are hereby amended or modified as set forth below.

- (1) Delete UPC Section 104.3.2, Plan Review Fees, in its entirety without substitution.
- (2) Modify UPC Section 104.4.3, Expiration.

Section 104.4.3. Expiration. A permit issued by the authority having jurisdiction under the provisions of this code shall expire by limitation and become null and void where the work authorized by such permit is not commenced within 180 days from the date of such permit, or where the work authorized by such permit is suspended or abandoned at a time after the work has commenced for a period of 180 days. Before such work is recommenced, a new permit shall first be obtained to do so, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspensions or abandonment has not exceeded one year.

Every permit issued under the provisions of this code shall expire one year from the date of issue unless the application is accompanied by a construction schedule of specific longer duration, in which instance, the permit may be issued for the term of the construction schedule. If the work has not been completed by the expiration of the permit, the permittee shall submit a permit application for the work remaining and pay the new permit fee.

- (3) Delete Table 104.5, Plumbing Permit Fees, and add the following:

Table 104.5. The plumbing permit and inspection fee schedule titled Table 104.5 shall be set by resolution of the board of supervisors.

- (4) Delete UPC Section 106.3, Penalties, and add the following,

Section 106.3. Penalties. Any person who fails to comply with the provisions of this code or who fails to carry out an order made pursuant to this code or violates any condition

attached to a permit, approval or certificate shall be subject to enforcement and penalties in accordance with article II of chapter 1.

- (5) Delete UPC Section 107.0, Board of Appeals, and add the following:

Section 107.0. Board of Appeals.

107.1. General. In order to hear and decide appeals of any order, decisions or determinations made by the building official relative to the application and interpretation of this code, there shall be a plumbing board of appeals consisting of five members, none of whom are employees of the county. One member of said board of appeals shall be a licensed master plumbing contractor; one member shall be a licensed journeyman plumber; one member shall be a general construction contractor; one member shall be a registered architect or graduate mechanical engineer; and one member shall be a private citizen; all of whom shall be residents of the county. The building official or the building official's duly authorized representative shall be an ex officio member without vote and shall act as secretary of the board.

The plumbing board of appeals shall be appointed by the board of supervisors, and shall serve without compensation, except mileage. Each appointment or re-appointment shall be for a term of three years, with the terms of not more than two members to expire December 31 of any one year. The board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the building official for appropriate distribution and filing. The plumbing board of appeals shall make recommendations from time to time to the board of supervisors for appropriate legislation with respect to the plumbing regulations.

Nominal fee for appeal to the board of appeals shall be set by resolution of the board of supervisors.

107.2. Limitations on Authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

- (6) Delete Table 422.1, Minimum Plumbing Facilities, and add the following:

Table 422.1. The Minimum Plumbing Facilities. Table 422.1 shall be the Minimum Number of Required Fixtures Table 2902.1 from the 2018 International Building Code. (Table 403.1 from the 2018 International Plumbing Code)

- (7) Delete Section 609.11.1 and add the following:

Section 609.11.1. Insulation Requirements. Domestic hot water piping shall be insulated in accordance with the state energy code.

- (8) Add the following:

Section 701.1.6. Thermoplastic pipe and fittings installed underground as part of the building drain, waste, and vent system shall be schedule 40 PVC DWV.

- (9) Modify Section 717.0, Size of Building Sewers, by adding the following sentence after the first paragraph:

Section 717.0. Size of Building Sewers (after the first paragraph). The minimum diameter of any building sewer shall be four inches.

- (10) Add the following exception to Section 807.4, Domestic dishwashing machines:

Section 807.4. Domestic Dishwashing Machines (after the first paragraph).

Exception: The waste line of a domestic dishwashing machine discharging into a kitchen sink tailpiece or food waste grinder may be installed without the use of an airgap fitting provided the waste line shall rise and be securely fastened to the underside of the sink rim or counter.

- (11) Add the following:

Section 902.3. No vent will be required on a three-inch basement floor drain provided that such branch drain empties into the building drain on the sewer side at a distance of five feet or more from the base of the stack and the branch line to such a floor drain is not more than 12 feet in length.

- (12) Delete UPC Table 105-67 and add the following:

| TABLE 105-67 | | |
|--|--------------------------|--------|
| Horizontal Lengths of Trap Arms | | |
| (Except for water closets and similar fixtures) ⁽¹⁾ | | |
| Trap Arm Inches | Distance Trap to Vent | |
| | Feet | Inches |
| 1¼ | 5 | 0 |
| 1½ | 6 | 0 |
| 2 | 8 | 0 |
| 3 | 12 | 0 |
| 4 and larger | 12 | 0 |
| Slope one-fourth-inch per foot. | | |
| ⁽¹⁾ The developed length between the trap of a water closet or similar fixture (measured from the top of closet ring [closet flange] to the inner edge of the vent) and its vent shall not exceed six feet. | | |

(13) Modify Section 906.1 Roof Termination, by deleting the last sentence.

(Ord. No. 10-6-2015, § 5.2, 6-17-2015) Sec. 105-68. - Licensing.

- (a) *Licensing.* The examination, qualification, and licensing of plumbing contractors, plumbers, and the registration of apprentice plumbers shall be in accordance with state law.
- (b) *License required.*
 - (1) No person shall engage in the business of contracting, planning or supervising plumbing work as regulated by these plumbing regulations within the jurisdiction of the county, unless such person is licensed by the state and has obtained a permit therefor from the building official according to the provisions of these plumbing regulations.
 - (2) No person shall perform plumbing work as regulated by these county plumbing regulations, unless said person is licensed by the state and a permit has been obtained for the work.
- (c) *License not required, homeowner.* An owner may do plumbing work in the single-family dwelling in which such owner resides, and in buildings accessory to the dwelling on the same property, without being licensed, provided that the owner demonstrates capability to do such work by submitting a set of code compliant plumbing plans for review, and further provided that said owner obtains a permit and otherwise complies with the provisions of the county plumbing regulations. An owner doing plumbing work under these homeowner provisions shall only be granted the homeowner provisions once in a two-year period. Exceptions to this limitation may be granted by the plumbing board of appeals.

(Ord. No. 10-6-2015, § 5.3, 6-17-2015)

Sec. 105-69. - Limitations of regulations.

The provisions of I.C.A. § 331.304 provide exemptions from the application of plumbing regulations.

(Ord. No. 10-6-2015, § 5.4, 6-17-2015)

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 23rd day of July, 2018

Second consideration on the 25th day of July, 2018

Third and final passage on the 1st day of August, 2018.

Published in the Gazette on the 13th day of July 2018.

LINN COUNTY BOARD OF SUPERVISORS

Chairperson

Supervisor

Supervisor

Supervisor

Supervisor

ATTEST:

Joel D. Miller, Linn County Auditor

STATE OF IOWA)
)SS
COUNTY OF LINN)

I, _____, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _____, 2018 and published as provided by law on _____, 2018.

Linn County Auditor

Subscribed and sworn to me this _____ day of _____, 2018.

Notary Public, State of Iowa

Memorandum of Understanding
Family Connections Partner Organization
Commitment for July 1, 2018- June 30, 2019

Family Connections Partner Organization (referred to as “Partner Organization”)

Name of Partner Agency / Program: Linn County Child & Youth Development Services

Address: 520 11th Street NW

City, State, Zip: Cedar Rapids, Iowa 52405

Primary Partner Organization Representative(s): Gloria Witzberger

Alternate Partner Organization Representative(s): Colette Stocks

Additional people to include on communication e-distribution: Kelly Schulte

Purpose of Memorandum of Understanding

The purpose of this document is to confirm that the listed Partner Organization has expressed desire to contribute to relevant early childhood services at the Cedar Rapids Public Library branches (Downtown: 450 5th Avenue SE / Ladd: 3750 Williams Blvd SW) and the Partner Organization has committed to participation in Family Connections Partnership Council for a term of one year or until June 30, 2019, whichever concludes first.

Family Connections Vision and Pillars

The Family Connections Vision is that “**Every child and family is successful, resilient and hopeful.**”

This vision is built upon a foundation of sound child health, early learning experiences and family stability and is upheld by common agenda pillars including: happy, healthy childhoods; a holistic approach; community knowledge & advocacy; and growth & sustainability. Awareness of diversity is considered through all pillars actions.

Role of Cedar Rapids Public Library ,

The Cedar Rapids Public Library (referred to as “the Library”) will provide an appropriate amount of programming space in the CRPL for on-going collective use by the FC. The Family Connections Coordinator and/or Partner Organizations may use library office and programming space on a schedule to be approved by the Family Connections Coordinator, Executive Committee, and/or the Library Director. Routine building cleaning, maintenance and utilities will be provided by the Library.

Role of Family Connections

The Family Connections Partnership Council and Coordinator are charged with:

- Establishing effective communication channels between all Partner Representatives/Organizations.
- Participating in regular meetings of the interagency committee overseeing the FC.
- Identifying opportunities to offer collaborative early childhood service delivery at the Library.
- Coordinate with Partner Organizations to offer early childhood services and activities at the Library.

- Cross training partner agency and library staff to better serve shared clientele
- Cross promote partner news, activities, and services whenever appropriate.

Role of Partner Organization:

It is understood that Family Connections Partnership Council is a group of collaborative organizations and their designated representatives. Signing this Memorandum of Understanding documents the Partner Organization’s overall commitment to participate on a regular basis at the Library and join in the collaborative development process. Either party (Partner Organization or FC Executive Committee) may terminate this commitment at any time in writing.

FC Partner Benefits:

- Bi-monthly networking with other area agencies that work with young children, families, caregivers
- Cross promotion of agency activities and events
- Cross promotion of services and internal FC service referrals
- Engage in new potential client populations
- Expanded agency reach and exposure to community members
- Reduced cost or Free meeting space at the CRPL that can be reserved up to 1 year in advance

Partner Organization Commitment:

Signing this MOU does commit the Partner Organization to:

- **Uphold the Family Connections vision and the collaborative integrity** by implementing emerging best practices of the Family Connections.
- **Read and agree to abide by the Family Connections Partnership Council Operational Procedures.**
- **Participate in 75% of the Family Connections Partnership Council meetings.**
- **Contribute to the FC in any of the following methods.**

Please select the options your Organization will provide:

| | |
|---|--|
| ✓ | Serve & participate in at least 1 Family Connections committee (please check the committee(s) your organization will serve in): <input type="checkbox"/> Organizational Structure <input checked="" type="checkbox"/> Ad Hoc committees |
| | Offer child-focused activity(s) such as (but not limited to): <ul style="list-style-type: none"> • Play and Learn • Children’s book club • Enhanced story time |
| | Offer family-focused activity(s), such as (but not limited to): <ul style="list-style-type: none"> • Parenting networking or group session • Parenting workshop or class series • Family nutrition/cooking series |

| | |
|---|---|
| | <ul style="list-style-type: none"> • Family activity night |
| | Offer child care / teacher activity(s) or trainings, such as (but not limited to): <ul style="list-style-type: none"> • Child care provider training • Child care • Child care provider networking |
| ✓ | Provide staff on an itinerant basis to provide agency services to parents and caregivers with FC activities at the Library, such as (but not limited to): <ul style="list-style-type: none"> • Family Connections Spotlight • Partner staff work at library |
| ✓ | Participate in FC community-scale events, such as (but not limited to): <ul style="list-style-type: none"> • Healthy You, Healthy Family |
| | Partner sponsorship of FC event. If your organization wants to help sponsor an FC program or event, select this option. Suggested sponsorship amounts listed below; by providing suggested sponsorship amounts, Partner name and logo will be attached to event-related marketing. |

I have read and agree to the terms described above.

Partner Organization CEO/ Executive Director Signature

Date

Family Connections Representative Signature

Date

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

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Linn County Child Development Center (hereinafter LCCDC).

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

PURPOSE

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

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.
- B. The Program will consist of three classrooms providing services to 27 students in a morning session for a minimum of four hours per day, at least four days per week from 8:30 a.m. to 12:30 pm Monday-Friday from August 1, 2018 – June 1, 2019 (excluding days, including holidays, that are specified in the preschool calendar).
- C. Only students who will be four years of age on or before September 15, 2018, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.
- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2018 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2018, to June 30, 2019. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Both party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

- A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.
- B. Provide three classrooms, which will have access to appropriate restroom facilities and a playground area.
- C. It is permissible for LCCDC to assign additional non-program children to the three classrooms used by the program beyond the targeted program-enrolled level of 27 children, provided neither group will exceed the total allowable enrollment level of 20 children per classroom.
- D. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee, but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:
 - i. Ensuring the approved curriculum is taught
 - ii. Overseeing the implementation of the curriculum
 - iii. Overseeing the implementation of the Program assessment system
 - iv. Attending professional development opportunities provided by the District when possible; and
 - v. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

- E. Ensure one (1) teacher is present during Program times in the classroom at LCDDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 20 children per classroom.
- F. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:30 a.m. to 12:30 on Monday-Friday. The teacher associate assigned to the Program will not be a District employee, but will be a LCCDC employee. The teacher associate from LCCDC will attend professional development opportunities provided by the District when possible. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.
- G. Provide adequate and appropriate materials and supplies for the Program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.
- I. Send the cum. folders for each child participating in the Program to the District's office by June 1, 2019.

SEX OFFENDER PROVISION:

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

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this section. No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District

INSURANCE AND INDEMNIFICATION

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

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

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

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.
- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.
- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

- A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 4-hour program during the program school year extending from August 1, 2018 – June 1, 2019. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of morning CRCSD-funded preschool instruction.

- B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2018 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 26 four-year-old children are enrolled on October 1, 2018 the maximum for each category will be changed to 26/27th of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2018.

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

| *CATEGORY | ALLOWABLE REIMBURSEMENT |
|---|--------------------------------|
| GOLD Subscriptions | \$ 282.15 |
| LCCDC staff costs | \$ |
| Purchased Services | \$ |
| Professional Development (Includes subs and materials) | \$ |
| Total Costs | <u>\$ 85,818.15</u> |

****Per pupil rate budget page will be amended after July 1, 2018 when the state sets the rate.***

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. No separate legal or administrative entity shall be created by this Agreement. The District's Executive Director PK -5, Val Dolezal and LCCDC's Director shall serve as co-administrators of this Agreement.
- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Linn County Childcare Development Center.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____
Its: _____
Date: _____

LINN COUNTY CHILDCARE DEVELOPMENT CENTER

By: _____
Its: _____
Date: _____

NON-DISCRIMINATION POLICY

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

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

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices. Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@cr.k12.ia.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@cr.k12.ia.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@cr.k12.ia.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]
the Cedar Rapids Community School District (“District”) as a contractor or is operating or
managing the operations of a contractor. The services provided by the Company may
involve the presence of the Company’s employees upon the real property of the schools of
the District.

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

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

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

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

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____