

December 9, 2021

Heidi Brown  
Before and After School District Coordinator  
Des Moines Public Schools



Dear Ms. Brown,

The After School Arts Program (ASAP) has been honored to be a community partner with Des Moines Public Schools, serving students throughout the district thanks to essential 21st Century grant funds. ASAP is committed to providing quality arts education for even more students in the district, to meet their needs and the steady demand for arts programming.

ASAP's mission is to affirm young people as persons of value, nurture their skill and talent in the arts, help them realize their artistic gifts, and broaden their awareness of the varieties of artistic expression. ASAP has been working closely with Des Moines Public Schools since its founding in 2007, connecting students with quality enrichment programming in a wide variety of artistic mediums, led by experienced teaching artists. Most ASAP programming takes place in small studio classes over the course of several weeks, allowing for depth of discovery, creative experimentation, and strong relationship building between ASAP staff and students. Students, teachers and administrators, and parents report real, positive results for the students who participate in ASAP.

ASAP is in strong financial position to provide program value in-kind. The program fee covers 57% of the total cost of the program, while ASAP provides the remaining 43% through fundraising and grantwriting. For one hour of programming serving fifteen children, the fee is \$100; that offsets total program costs of \$175, which includes art and studio supplies (which have risen considerably over the past year), teaching artist stipends, training and background checks, insurance, and program staff oversight. The total in-kind contribution per year for these three sites is \$2,250.

ASAP would be pleased and honored to continue this relationship in the future at additional schools, specifically Windsor, Oak Park and Madison elementary schools. ASAP has actually received requests from several Windsor parents over the years about the possibility of having programming there.

We look forward to working closely with Des Moines Public Schools to help enrich the lives of ASAP students, their families, and their community.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Michelle Bolton King', with a large, stylized flourish at the end.

Michelle Bolton King  
Executive Director  
ASAP, the After School Arts Program



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

December 8, 2021

To Whom It May Concern:

On behalf of the YMCA of Greater Des Moines, I write this letter of support for the Des Moines Public Schools and the 21<sup>st</sup> Century Learning Centers. Locally, our public schools have been great partners with community-based organizations to enrich the lives of students and families. Through strategic partnerships, 21<sup>st</sup> century Learning Centers have been able to leverage resources from many youth serving groups including the YMCA.

At the YMCA we support Out-of-School Time by providing water safety instruction for 21<sup>st</sup> Century Learning Centers. We bus students to the YMCA for lessons while tracking changes in their attitudes towards physical activity, and knowledge and skills in being safe around water. We look forward to providing this program to students at Oak Pak, Madison and Windsor Elementary schools for a total of \$13,000 in-kind funds.

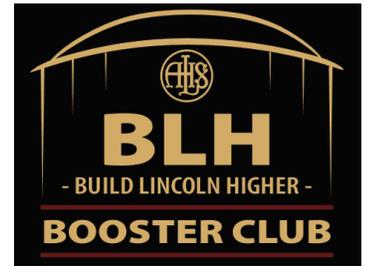
The Des Moines Public Schools and the YMCA of Greater Des Moines are well positioned to make a positive impact in the lives of children and families in our communities.

Cameron Nicholson

Chief Operating

Officer

**YMCA OF GREATER DES MOINES**  
501 Grand Ave., Des Moines IA 50309  
P5152829622  
**WWW.DMYMCA.ORG**



December 7, 2021

Heidi Brown  
Before and After School District Coordinator  
Des Moines Public Schools

Dear Ms. Brown,

Build Lincoln Higher (BLH) has been honored to be a community partner with Des Moines Public Schools, serving students throughout the district thanks to essential 21st Century grant funds. BLH is committed to providing quality programming for even more students in the district, to meet their needs and steady the demand for after school enrichment programming.

Build Lincoln Higher's mission is to support the overall student experience by removing barriers to access enrichment programming in the areas of academic enrichment, fine arts, student clubs, and athletics. Build Lincoln Higher has supported Des Moines Public Schools students and student activity programs since its founding in 1944, connecting students with quality enrichment programming in a wide variety of areas, including fine arts, student clubs. Most BLH programming takes place in the after school setting with students K-12.

BLH would be pleased and honored to continue this relationship in the future at additional schools, specifically Oak Park, Madison, and Windsor elementary schools with in-kind contributions in the amount of \$4,500 per year.

We look forward to working closely with Des Moines Public Schools to help enrich the lives of BLH students, their families, and their community.

Thank you,

Jason Levang  
President  
BLH, Build Lincoln Higher

Dear Jane Bishop,

The after-school youth nutrition program, Kids in the Kitchen, has been honored to be a community partner with Des Moines Public Schools, serving students throughout the district thanks to essential 21<sup>st</sup> Century grant funds.

The Kids in the Kitchen curriculum is a hands-on, evidenced-based youth nutrition program that is based on the MyPlate guidelines. When youth in Kindergarten-5<sup>th</sup> grade participate in this program they learn about healthy food choices, food safety, and active living. During the 7-week program youth build self-efficiency in the kitchen through promoting skill development in: measuring, recipe reading, knife skills, food safety, and nutrition knowledge.

The topics covered in the Kids in the Kitchen curriculum include kitchen and food safety, physically activity, and the five food groups: fruits, vegetables, grains, dairy, and protein. After each lesson, the youth help create and taste a recipe related to the food group discussed. For example, dairy, the students build their own yogurt parfait.

ISU Extension and Outreach would be pleased and honored to continue this relationship in the future with Des Moines Public Schools. This would be equal to an \$1,800 in kind donation from our organization.

Sincerely,

*Cassie Odland*

Cassie Odland  
Family Life and Nutrition Educator  
Iowa State University Extension and Outreach, Polk County

## LEASE AGREEMENT

The parties to this Lease Agreement ("Lease" or "Agreement") are Des Moines Independent Community School District, a school corporation organized and existing under the laws of the State of Iowa ("Landlord"), and Primary Health Care, Inc., a non-profit corporation organized and existing under the laws of the State of Iowa ("Tenant").

The Landlord and Tenant, in consideration of this Agreement and the mutual promises contained herein, agree as follows:

1. **LEASED PREMISES.** The Landlord agrees to lease to Tenant a portion of certain real property owned by Landlord, specifically consisting of 360 square feet in Room(s) 4060 at the Landlord's Central Campus building located at 1800 Grand Avenue in the City of Des Moines, County of Polk, Iowa ("Leased Premises"), in accordance with the terms and conditions stated herein.

### 2. RENT AND UTILITIES.

A. **Rent.** For use of the Leased Premises pursuant to this Agreement, Tenant shall pay to Landlord the sum of One Dollar (\$1) per year as rent. Rent for the first year of this Agreement shall be payable on the first day of the term of this Agreement, and rent for any succeeding years of this Agreement shall be payable on the first day of each such succeeding year.

B. **Rent Expenses.** The Tenant shall pay to Landlord the amount of Two and 50/100 Dollars (\$2.50) per square foot in the Leased Premises per year as Tenant's pro rata share of expenses incurred by Landlord in the operation and maintenance of the building in which the Leased Premises are located ("Rent Expenses"). The amount payable as Rent Expenses shall be subject to recalculation by Landlord during the term of this Agreement, provided, however, that Landlord agrees any recalculated Rent Expenses will not exceed an increase of three percent (3%) over a five-year period. Rent Expenses for the first year of this Agreement shall be payable on the first day of the term of this Agreement, and Rent Expenses for any succeeding years of this Agreement shall be payable on the first day of each such succeeding year.

C. **Utilities.** The Landlord agrees to be responsible for providing utilities for the Leased Premises, to the same extent that Landlord provides utilities for the remainder of the building in which the Leased Premises are located.

### 3. MAINTENANCE.

A. **Maintenance/Repair.** The Tenant shall be responsible for all day-to-day aspects of operation of the Leased Premises and all expenses normally associated therewith, including, but not limited to, general maintenance and repair of the Leased Premises and any equipment provided by Landlord for the Leased Premises. The Tenant's obligations with regard to general maintenance and repair of the Leased Premises and equipment provided by Landlord

submitted in response thereto. The Landlord agrees to provide information to its students about the health clinic at the Leased Premises; provided, however, that this Agreement shall in no way serve as a representation by Landlord that it endorses Tenant or the staff or services provided by Tenant. The Tenant acknowledges and agrees that all staffing and operations associated with Tenant's use of the Leased Premises are the sole responsibility of Tenant, and that the services Tenant may perform at the Leased Premises are not being provided on behalf of Landlord. All personnel furnished by Tenant shall be considered employees of Tenant, and shall not be considered employees of Landlord for any purpose. The Tenant shall provide all furniture, equipment, and supplies for Tenant's operations, except for any equipment and supplies provided by Landlord for the Leased Premises and as otherwise agreed by the parties. In the event that Landlord and Tenant share information, data, and/or records about Landlord's students with each other, Landlord and Tenant each agree to cooperate with the other as needed to ensure that all requirements with regard to student and patient privacy are met, including, but not limited to, requirements of applicable confidentiality laws and regulations such as the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), and the Iowa Open Records Law. The Tenant shall receive no financial payments from Landlord in connection with the services; rather, Tenant shall be compensated, if at all, by outside parties (e.g., parents of students, insurance, government funding) according to Tenant's billing procedures.

B. Compliance with Laws. The Tenant shall comply with all federal, state, and local laws and regulations and Landlord policies and rules applicable to the Leased Premises and any equipment and supplies provided by Landlord for the Leased Premises and use thereof, specifically including, but not limited to, prohibitions on smoking in the building and on the grounds of the building pursuant to the Iowa Code Chapter 142D and restrictions on sex offenders pursuant to Iowa Code Chapter 692A. The Tenant shall not permit any activities on the Leased Premises which violate such provisions. The Tenant shall also comply with all regulatory provisions and standards applicable to Tenant's specific use of the Leased Premises, specifically including, but not limited to, licensing qualifications for the site and staff, requirements regarding patient confidentiality and safety, and protocols for disposal of medical and hazardous waste and sharps. In addition, Tenant shall not use, nor permit the use of, the Leased Premises for any purpose which would adversely affect the value or character of the Leased Premises or cause the Leased Premises to lose exempt status for tax purposes.

C. Access to the Leased Premises. For the term of this Agreement, Tenant shall have access to the Leased Premises during the days and hours that the building in which the Leased Premises are located is open, according to a schedule established by Landlord in consultation with Tenant that corresponds with the days and hours when school is in session in the building and students are present. The Landlord agrees to provide keys to designated representatives of Tenant for access to the Leased Premises. The Tenant shall ensure that the Leased Premises are locked and secured as needed. The Tenant shall return the keys to Landlord at the termination or expiration of this Agreement. The Landlord may enter the Leased Premises without the prior approval of Tenant during the term of use of the Leased Premises by Tenant, so long as such entry does not unreasonably interfere with Tenant's use or in the case of emergency.

collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection. The obligations in this section shall survive expiration or termination of this Agreement.

9. **TERM.** The term of this Agreement shall begin on January 1, 2015, and shall end on June 30, 2016. This Agreement shall automatically renew for one-year periods each year thereafter, unless either party provides written notice to the other party of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the then-current term.

10. **TERMINATION.** Prior to its expiration, this Agreement may be terminated by either party in the event that the other party breaches this Agreement and fails to cure such breach within ten (10) days after receiving notice of the breach. This Agreement may be terminated by Landlord at any time upon written notice to Tenant in the event that Tenant becomes the subject of a proceeding under state or federal law for relief of debtors or if an assignment is made for the benefit of creditors, or if Tenant loses its license to operate at the Leased Premises for the purpose for which the Leased Premises are leased. Notwithstanding anything in this Agreement to the contrary, Landlord may terminate this Agreement at any time by providing at least thirty (30) days' prior written notice to Tenant.

11. **OBLIGATIONS AFTER TERMINATION/EXPIRATION.** The Tenant agrees that upon the termination or expiration of this Agreement, Tenant shall surrender and deliver the Leased Premises and any equipment and supplies provided by Landlord for the Leased Premises to Landlord in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time. The Tenant shall remove its property from the Leased Premises no later than the termination or expiration date of this Agreement, unless otherwise agreed by the parties. The Tenant shall repair any damage caused by such removal. If Tenant's property is not removed from the Leased Premises within the specified timeframe, such property may be deemed abandoned and disposed of as determined by Landlord. Upon the request of Landlord, Tenant shall, at Tenant's expense, remove all improvements or appurtenances to the Leased Premises and restore the Leased Premises to its prior state. The obligations in this section shall survive expiration or termination of this Agreement.

11. **NOTICES.** All notices given under this Agreement shall be in writing, made by certified mail or personal delivery to the parties hereto, at the following addresses:

LANDLORD:  
Des Moines Independent  
Community School District  
Attn: Chief Financial Officer  
2323 Grand Avenue  
Des Moines, Iowa 50312

TENANT:  
Primary Health Care,  
Inc.  
Attn: Chief Executive Officer  
9943 Hickman Road, Ste. 105  
Urbandale, Iowa 50322

The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice is delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

12. **COOPERATION.** Both parties acknowledge and agree to cooperate as needed to assure that all required responsibilities are met by both parties.

The parties hereto have duly approved and executed this Lease Agreement on the dates set forth below.

**DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT  
(Landlord)**

**PRIMARY HEALTH CARE,  
INC.  
(Tenant)**

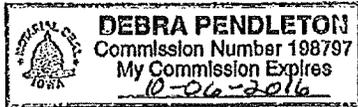
By: [Signature]  
Name: Rob Barron  
Title: Board President  
Date: 10/21/2015

By: [Signature]  
Name: Kelly Huntsman  
Title: CEO  
Date: 12/31/2015

ATTEST:  
[Signature]  
Board Secretary

STATE OF IOWA :  
: ss.  
COUNTY OF POLK :

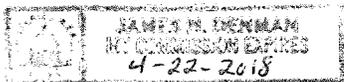
On this 21<sup>st</sup> day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rob Barron and Thomas Harper, to me personally known, ~~who being by me duly sworn did say that they are~~ the Board President and Board Secretary, respectively, of the Des Moines Independent Community School District, the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Board President and Board Secretary as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



[Signature]  
Notary Public in and for said County and State

STATE OF IOWA :  
: ss.  
COUNTY OF Polk :

On this 31<sup>st</sup> day of December, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kelly Huntsman, to me personally known, who being by me duly sworn did say that he/she is the CEO of the Primary Health Care, Inc. the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said CEO as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.



[Signature]  
Notary Public in and for said County and State

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## COMMUNITY PARTNERSHIP AGREEMENT

### DES MOINES PUBLIC SCHOOLS AND ORGANIZATION

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*Our Vision: To be the model for urban education in the United States*

*Our Mission: The Des Moines Public Schools exists so that the students graduate with the knowledge, skills, and abilities to be successful at the next stage of their lives*

➔ This Community Partnership Agreement (CPA) describes and confirms an agreement between Des Moines Public Schools (DMPS) and (*Organization*) Arts for the City, Inc., dba ASAP, the After School Arts Program for **January 1, 2021- December 31, 2021**. The purpose of this CPA is to formalize and clarify expectations of this partnership.

DMPS strives to partner with community agencies to provide: tutoring, mentoring, academic and career planning, student activities, family engagement, and social and emotional services that are aligned with the goals of the Des Moines Public Schools.

➔ Organization Description (please keep brief)

The After School Arts Program (ASAP) is a nonprofit multidisciplinary arts organization that provides high-quality arts enrichment programs for children who may otherwise lack access to arts instruction outside of school. Programs cover a wide range of arts mediums and subjects, and are delivered in multiweek studio classes, with all supplies and materials provided. To meet the needs of virtual learners, ASAP offers engaging digital recorded programs with accompanying individual supply kits.

#### DMPS Responsibilities

Provide access to the school sites and space necessary when available in accordance with COVID-19 guidelines, in collaboration with all school-sponsored events. Assign a Community School Site Coordinator or School Contact for each school that is the point-of-contact for the Organization. Together the Contact and *Organization* will develop the *school specific* schedule and specific goals as needed. DMPS will work with *the organization* to identify students that the program aims to serve and may inform parents/guardians about the program in coordination with building site team.

DMPS will provide information on emergency procedures and COVID-19 protocols for schools.

In collaboration with partner with *Organization*, DMPS may review and provide feedback regarding program performance.

#### Organization Responsibilities

1. CPAs must be completed yearly and submitted to the Office of Student & Family Services.
2. Keep in regular communication with district and work with Community Partnership Coordinator, District Community Schools Coordinator and Community School Coordinators to ensure they have the following information as necessary:
  - Length of program, and the dates and times offered
  - Intended outcome/impact of the program and how it is measured
  - Names and credentials of organization staff providing the programming
  - Contact information for the program staff and their direct supervisor

The *Organization* may provide information to DMPS regarding students served using the Add/Drop student form (link found on [DMPS website](#)). This form requires the following fields first name, last name, date of birth for adding students and only the DMPS student ID number and name when dropping a student. Contact the Community Partnership Coordinator for complete student list that includes the student ID number. In order to obtain student level information, the *Organization* must provide either an electronic release found on the [DMPS website](#) or paper release.

*Organization* will be familiar with the student school discipline policies as well as the personnel policies that guide behavior of professionals in the schools. If any organization staff fail to comply with the policies, they shall be asked to leave and not allowed to provide services in any school in DMPS.

#### Disclaimer

*Organization's* staff is not to be considered DMPS staff, and no joint venture has been established through any provision of this CPA, or any verbal discussions between the Parties to this CPA.

The Parties enter into this CPA while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this CPA shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this CPA. Nothing in this CPA shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this CPA. Nothing in this CPA shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this CPA is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

#### Termination by the DMPS

DMPS may terminate this CPA for any of the following reasons effective immediately without advance notice:

1. In the event the *Organization* is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the CPA effective as of the date on which the license or certification is no longer in effect;
2. DMPS determines that the actions, or failure to act, of the *Organization*, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
3. The *Organization* fails to comply with confidentiality laws or provisions;
4. The *Organization* furnished any statement, representation or certification in connection with this CPA or the RFP, which is materially false, deceptive, incorrect or incomplete.
5. DMPS determines that the actions, or failure to act, of the *Organization*, its agents, employees or subcontractors does not align with the mission and vision of the Des Moines Public School District.

#### Insurance Requirements

The *Organization*, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the *Organization's* expense, insurance covering its work during the entire term of this CPA and any extensions or renewals. The *Organization's* insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the *Organization's* performance of this CPA regardless of the date the claim is filed or expiration of the policy. The DMPS shall be named as additional insureds or loss payees, or the *Organization* shall obtain an endorsement to the same effect, as applicable.

#### Certificates of Coverage

All insurance policies required by this CPA shall remain in full force and effect during the entire term of this CPA and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the DMPS. The *Organization* shall submit certificates of insurance, which indicate coverage and notice provisions as required by this CPA, to the DMPS upon execution of this CPA. The certificates shall be subject to approval by the DMPS. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the DMPS. Approval of the insurance certificates by the DMPS shall not relieve the *Organization* of any obligation under this CPA.

#### Indemnification by the *Organization*

The *Organization* agrees to indemnify and hold harmless DMPS and its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the DMPS's legal counsel, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

1. Any breach of this CPA;
2. Any negligent, intentional or wrongful act or omission of the *Organization* or any agent or subcontractor utilized or employed by the *Organization*;
3. The *Organization's* performance or attempted performance of this CPA, including any agent of *Organization's*;
4. Any failure by the *Organization* to comply with the compliance with the Law provision of this CPA;
5. Any failure by the *Organization* to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the *Organization* to conduct business in the State of Iowa;
6. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
7. Any failure by the *Organization* to adhere to confidentiality provisions of this agreement.

*Organization* shall defend, indemnify, release, and hold DMPS harmless from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of DMPS or any other entity or person.

Solicitation

The *Organization* warrants that no person or entity has been employed or retained to solicit and secure this CPA upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.

Obligations Beyond CPA Term

This CPA shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this CPA. All obligations of the DMPS and the *Organization* incurred or existing under this CPA as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this CPA.

Counterparts

The parties agree that this CPA has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Additional Provisions

The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, and then the same shall be deemed incorporated herein by reference.

Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this CPA.

Delay or Impossibility of Performance

The *Organization* shall not be in default under this CPA if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the *Organization's* control, and without fault of negligence of *Organization*.

Compliance with Applicable Laws and Regulations

This Agreement is intended to comply with the requirements of state and federal laws, regulations and rules, including but not limited to the Family Educational and Privacy Rights Act, 20 U.S.C. § 1232g and this Agreement is authorized pursuant to 20 U.S.C. § 1232g(b)(1)(F). The Organization shall use student information only for the intended purposes and will refrain from disclosure of such information except as provided by law.

Non-Discrimination Policy

It is the policy of the Des Moines Independent Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

Amendments and Alterations to this Agreement

DMPS and *Organization* may amend this Agreement by mutual consent, in writing, at any time. The Agreement will be reviewed annually for renewal.



**Michelle Bolton King**

Primary Organization Contact (Print Name)



Michelle Bolton King

Michelle Bolton King (Dec 9, 2020 14:11 CST)

Partner Signature

Vanessa Howell

Vanessa Howell (Dec 9, 2020 19:39 CST)

Community Partnership Coordinator Signature

**Vanessa Howell**

Community Partnership Coordinator  
[Communityschools@dmschools.org](mailto:Communityschools@dmschools.org)

Date Signed: Dec 9, 2020

Date Signed: Dec 9, 2020

Effective Date: Dec 9, 2020



### Acknowledgment & Certification

Arts for the City, Inc., dba ASAP, the After School Arts Program ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or subprovider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that 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 District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at 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 certifies and 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.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

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 not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: Dec 9, 2020

Arts for the City, Inc., dba ASAP, the After School Arts Program

[name of contractor/vendor/supplier/provider/sub-provider]

Authorization By: Michelle Bolton King  
Michelle Bolton King (Dec 9, 2020 14:11 CST)

Printed Name: Michelle Bolton King

Title: Executive Director

## Addendum to Community Partnership Agreement

This Addendum (“Addendum”) is made and entered into this 1st day of January, 2021, by and between the Des Moines Independent Community School District (“DMPS”) and the Community Partner (“*Organization*”). The parties agree to the following as an Addendum to Community Partnership Agreement (CPA) hereto and fully incorporated herein by reference.

The parties hereby agree to the following in consideration of their mutual promises and covenants contained in the Community Partnership Agreement and this Addendum:

1. On March 17, 2020, Governor Reynolds declared a public health emergency due to the COVID-19 pandemic. *Organization* is aware of the Governor’s proclamation and is aware of related State of Iowa orders and the guidelines and rules issued by the Centers for Disease Control and Prevention (“CDC”), the Iowa Department of Human Services, the Iowa Department of Education, and/or the Iowa Department of Public Health, concerning the COVID-19 pandemic (collectively “Directives”).
2. The *Organization* agrees to follow and be solely responsible for enforcing all applicable Directives in its operations, including, but not limited to, the following:
  - a. Meeting any applicable capacity and group size limitations.
  - b. Excluding persons who have COVID-19, have been exposed to COVID-19, or have symptoms of COVID-19, from participation in *Organization*’s programming on the Premises.
  - c. Maintaining social distancing protocols and utilizing appropriate PPE where feasible.
  - d. Ensuring *Organization* staff and attendees wash hands frequently and instructing them to cover coughs and sneezes.
  - e. Cleaning and disinfecting frequently touched surfaces at least daily in both Dedicated Space and Shared Spaces.
3. DMPS agrees that it shall enforce applicable Directives in its operations on the Premises for all employees, agents, representatives, or persons who enter the Premises.
4. The *Organization* agrees to immediately notify DMPS upon discovery of any confirmed or suspected case of COVID-19 amongst *Organization* staff, attendees, or other persons present on the Premises in connection with *Organization*.
5. The *Organization* agrees that it is voluntarily utilizing the Premises with knowledge of the danger posed by the COVID-19 pandemic and agrees to assume any and all risks of bodily injury or death related to COVID-19, whether those risks are known or unknown, for *Organization* staff, attendees, and any other person present on the Premises in connection with *Organization*.

6. Except for any negligence of DMPS, *Organization* agrees to indemnify, defend, and hold harmless DMPS, and its officers, directors, employees, and agents, from any and all liabilities, causes of action, lawsuits, claims, demands, damages, and/or expenses, including attorney fees, of any kind whatsoever arising out of any act or omission of *Organization* related to COVID-19.
7. DMPS reserves the right to close the Premises at its sole discretion in response to a Directive, due to a Suspected COVID-19 Outbreak, or at any other time to facilitate cleaning or other necessary mitigation measures. DMPS shall not be considered in breach of the Original CPA or this Addendum and shall not be responsible for any damages incurred by *Organization* as a result of any such closure.
8. This Addendum and the CPA are now combined to create the entire agreement and understanding between the parties and both shall be incorporated into the other by reference herein.
9. To the extent that this Addendum conflicts with the Community Partnership Agreement or any applicable Amendments to any CPA, this Addendum shall be binding.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective the day and date first above written.

***Organization:***

Arts for the City, Inc., dba ASAP, the After School Arts Program

**Community Partnership Coordinator:**

DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT

By: Michelle Bolton King  
Michelle Bolton King (Dec 9, 2020 14:11 T)

Name: Michelle Bolton King

Title: Executive Director

By: Vanessa Howell  
Vanessa Howell (Dec 9, 2020 19:39 CST)

Name: Vanessa Howell

Title: Community Partnership Coord



## COMMUNITY PARTNERSHIP AGREEMENT

### DES MOINES PUBLIC SCHOOLS AND ORGANIZATION

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*Our Vision: To be the model for urban education in the United States*

*Our Mission: The Des Moines Public Schools exists so that the students graduate with the knowledge, skills, and abilities to be successful at the next stage of their lives*

➔ This Community Partnership Agreement (CPA) describes and confirms an agreement between Des Moines Public Schools (DMPS) and (Organization) YMCA of Greater Des Moines for **January 1, 2021- December 31, 2021**. The purpose of this CPA is to formalize and clarify expectations of this partnership.

DMPS strives to partner with community agencies to provide: tutoring, mentoring, academic and career planning, student activities, family engagement, and social and emotional services that are aligned with the goals of the Des Moines Public Schools.

➔ Organization Description (please keep brief)

The YMCA of Greater Des Moines believes that all children deserve the opportunity to discover who they are and what they can achieve. This is why youth development is one of our core principles. Through our programs, we emphasize learning opportunities, health and recreational activities—all designed to promote positive, healthy behaviors and higher educational achievement.

The Y operates several programs benefitting the youth of our community. Notable programs include before and after school programs and camps; achievement gap programming designed to improve a child's educational readiness and success; Fatherhood classes helping build strong connections between fathers and their children; Girls on the Run, which builds self-confidence and resiliency in girls through running; youth mentoring opportunities through the Grubb Role Models in Training Program; Safety Around Water which teaches essential water safety, and sports programs providing healthy physical activity.

#### DMPS Responsibilities

Provide access to the school sites and space necessary when available in accordance with COVID-19 guidelines, in collaboration with all school-sponsored events. Assign a Community School Site Coordinator or School Contact for each school that is the point-of-contact for the Organization. Together the Contact and Organization will develop the *school specific* schedule and specific goals as needed. DMPS will work with *the organization* to identify students that the program aims to serve and may inform parents/guardians about the program in coordination with building site team.

DMPS will provide information on emergency procedures and COVID-19 protocols for schools.

In collaboration with partner with Organization, DMPS may review and provide feedback regarding program performance.

#### Organization Responsibilities

1. CPAs must be completed yearly and submitted to the Office of Student & Family Services.
2. Keep in regular communication with district and work with Community Partnership Coordinator, District Community Schools Coordinator and Community School Coordinators to ensure they have the following information as necessary:
  - Length of program, and the dates and times offered
  - Intended outcome/impact of the program and how it is measured
  - Names and credentials of organization staff providing the programming
  - Contact information for the program staff and their direct supervisor

The Organization may provide information to DMPS regarding students served using the Add/Drop student form (link found on [DMPS website](#)). This form requires the following fields first name, last name, date of birth for adding students and only the DMPS student ID number and name when dropping a student. Contact the Community Partnership Coordinator for complete student list that includes the student ID number. In order to obtain student level information, the Organization must provide either an electronic release found on the [DMPS website](#) or paper release.

*Organization* will be familiar with the student school discipline policies, as well as the personnel policies that guide behavior of professionals in the schools. If any organization staff fail to comply with the policies, they shall be asked to leave and not allowed to provide services in any school in DMPS.

#### Disclaimer

*Organization's* staff is not to be considered DMPS staff, and no joint venture has been established through any provision of this CPA, or any verbal discussions between the Parties to this CPA.

The Parties enter into this CPA while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this CPA shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this CPA. Nothing in this CPA shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this CPA. Nothing in this CPA shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this CPA is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

#### Termination by the DMPS

DMPS may terminate this CPA for any of the following reasons effective immediately without advance notice:

1. In the event the *Organization* is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the CPA effective as of the date on which the license or certification is no longer in effect;
2. DMPS determines that the actions, or failure to act, of the *Organization*, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
3. The *Organization* fails to comply with confidentiality laws or provisions;
4. The *Organization* furnished any statement, representation or certification in connection with this CPA or the RFP, which is materially false, deceptive, incorrect or incomplete.
5. DMPS determines that the actions, or failure to act, of the *Organization*, its agents, employees or subcontractors does not align with the mission and vision of the Des Moines Public School District.

#### Insurance Requirements

The *Organization*, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the *Organization's* expense, insurance covering its work during the entire term of this CPA and any extensions or renewals. The *Organization's* insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the *Organization's* performance of this CPA regardless of the date the claim is filed or expiration of the policy. The DMPS shall be named as additional insureds or loss payees, or the *Organization* shall obtain an endorsement to the same effect, as applicable.

#### Certificates of Coverage

All insurance policies required by this CPA shall remain in full force and effect during the entire term of this CPA and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the DMPS. The *Organization* shall submit certificates of insurance, which indicate coverage and notice provisions as required by this CPA, to the DMPS upon execution of this CPA. The certificates shall be subject to approval by the DMPS. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the DMPS. Approval of the insurance certificates by the DMPS shall not relieve the *Organization* of any obligation under this CPA.

#### Indemnification by the Organization

The *Organization* agrees to indemnify and hold harmless DMPS and its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the DMPS's legal counsel, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

1. Any breach of this CPA;
2. Any negligent, intentional or wrongful act or omission of the *Organization* or any agent or subcontractor utilized or employed by the *Organization*;
3. The *Organization's* performance or attempted performance of this CPA, including any agent of *Organization's*;
4. Any failure by the *Organization* to comply with the compliance with the Law provision of this CPA;
5. Any failure by the *Organization* to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the *Organization* to conduct business in the State of Iowa;
6. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
7. Any failure by the *Organization* to adhere to confidentiality provisions of this agreement.

*Organization* shall defend, indemnify, release, and hold DMPS harmless from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of DMPS or any other entity or person.

Solicitation

The *Organization* warrants that no person or entity has been employed or retained to solicit and secure this CPA upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.

Obligations Beyond CPA Term

This CPA shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this CPA. All obligations of the DMPS and the *Organization* incurred or existing under this CPA as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this CPA.

Counterparts

The parties agree that this CPA has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Additional Provisions

The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, and then the same shall be deemed incorporated herein by reference.

Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this CPA.

Delay or Impossibility of Performance

The *Organization* shall not be in default under this CPA if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the *Organization's* control, and without fault of negligence of *Organization*.

Compliance with Applicable Laws and Regulations

This Agreement is intended to comply with the requirements of state and federal laws, regulations and rules, including but not limited to the Family Educational and Privacy Rights Act, 20 U.S.C. § 1232g and this Agreement is authorized pursuant to 20 U.S.C. § 1232g(b)(1)(F). The *Organization* shall use student information only for the intended purposes and will refrain from disclosure of such information except as provided by law.

Non-Discrimination Policy

It is the policy of the Des Moines Independent Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

Amendments and Alterations to this Agreement

DMPS and *Organization* may amend this Agreement by mutual consent, in writing, at any time. The Agreement will be reviewed annually for renewal.



**Vicky Foresman**

Primary Organization Contact (Print Name)



Partner Signature

Vanessa Howell (Dec 11, 2020 09:14 CST)

Community Partnership Coordinator Signature

**Vanessa Howell**

Community Partnership Coordinator  
[CommunitySchools@dmschools.org](mailto:CommunitySchools@dmschools.org)

Date Signed: Dec 11, 2020

Date Signed: Dec 11, 2020

Effective Date: Dec 11, 2020



**Acknowledgment & Certification**

YMCA of Greater Des Moines ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or subprovider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that 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 District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at 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 certifies and 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.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

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 not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: Dec 11, 2020

YMCA of Greater Des Moines

[name of contractor/vendor/supplier/provider/sub-provider]

Authorization By: *Vicky Foresman*

Printed Name: Vicky Foresman

Title: Vice President, Mission Advancement

## Addendum to Community Partnership Agreement

This Addendum (“Addendum”) is made and entered into this 1st day of January, 2021, by and between the Des Moines Independent Community School District (“DMPS”) and the Community Partner (“*Organization*”). The parties agree to the following as an Addendum to Community Partnership Agreement (CPA) hereto and fully incorporated herein by reference.

The parties hereby agree to the following in consideration of their mutual promises and covenants contained in the Community Partnership Agreement and this Addendum:

1. On March 17, 2020, Governor Reynolds declared a public health emergency due to the COVID-19 pandemic. *Organization* is aware of the Governor’s proclamation and is aware of related State of Iowa orders and the guidelines and rules issued by the Centers for Disease Control and Prevention (“CDC”), the Iowa Department of Human Services, the Iowa Department of Education, and/or the Iowa Department of Public Health, concerning the COVID-19 pandemic (collectively “Directives”).
2. The *Organization* agrees to follow and be solely responsible for enforcing all applicable Directives in its operations, including, but not limited to, the following:
  - a. Meeting any applicable capacity and group size limitations.
  - b. Excluding persons who have COVID-19, have been exposed to COVID-19, or have symptoms of COVID-19, from participation in *Organization*’s programming on the Premises.
  - c. Maintaining social distancing protocols and utilizing appropriate PPE where feasible.
  - d. Ensuring *Organization* staff and attendees wash hands frequently and instructing them to cover coughs and sneezes.
  - e. Cleaning and disinfecting frequently touched surfaces at least daily in both Dedicated Space and Shared Spaces.
3. DMPS agrees that it shall enforce applicable Directives in its operations on the Premises for all employees, agents, representatives, or persons who enter the Premises.
4. The *Organization* agrees to immediately notify DMPS upon discovery of any confirmed or suspected case of COVID-19 amongst *Organization* staff, attendees, or other persons present on the Premises in connection with *Organization*.
5. The *Organization* agrees that it is voluntarily utilizing the Premises with knowledge of the danger posed by the COVID-19 pandemic and agrees to assume any and all risks of bodily injury or death related to COVID-19, whether those risks are known or unknown, for *Organization* staff, attendees, and any other person present on the Premises in connection with *Organization*.

6. Except for any negligence of DMPS, *Organization* agrees to indemnify, defend, and hold harmless DMPS, and its officers, directors, employees, and agents, from any and all liabilities, causes of action, lawsuits, claims, demands, damages, and/or expenses, including attorney fees, of any kind whatsoever arising out of any act or omission of *Organization* related to COVID-19.
7. DMPS reserves the right to close the Premises at its sole discretion in response to a Directive, due to a Suspected COVID-19 Outbreak, or at any other time to facilitate cleaning or other necessary mitigation measures. DMPS shall not be considered in breach of the Original CPA or this Addendum and shall not be responsible for any damages incurred by *Organization* as a result of any such closure.
8. This Addendum and the CPA are now combined to create the entire agreement and understanding between the parties and both shall be incorporated into the other by reference herein.
9. To the extent that this Addendum conflicts with the Community Partnership Agreement or any applicable Amendments to any CPA, this Addendum shall be binding.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective the day and date first above written.

***Organization:***

**Community Partnership Coordinator:**

YMCA of Greater Des Moines

DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT

By: 

By:   
Vanessa Howell (Dec 11, 2020 09:14 CST)

Name: Vicky Foresman

Name: Vanessa Howell

Title: Vice President, Mission Advancement

Title: Community Partnership Coord



## COMMUNITY PARTNERSHIP AGREEMENT

### DES MOINES PUBLIC SCHOOLS AND ORGANIZATION

---

*Our Vision: To be the model for urban education in the United States*

*Our Mission: The Des Moines Public Schools exists so that the students graduate with the knowledge, skills, and abilities to be successful at the next stage of their lives*

➔ This Community Partnership Agreement (CPA) describes and confirms an agreement between Des Moines Public Schools (DMPS) and (Organization) Build Lincoln Higher Booster Club for **January 1, 2021- December 31, 2021**. The purpose of this CPA is to formalize and clarify expectations of this partnership.

DMPS strives to partner with community agencies to provide: tutoring, mentoring, academic and career planning, student activities, family engagement, and social and emotional services that are aligned with the goals of the Des Moines Public Schools.

➔ Organization Description (please keep brief)

**A non profit fundraising organization that supports all Lincoln High School Students.**

#### DMPS Responsibilities

Provide access to the school sites and space necessary when available in accordance with COVID-19 guidelines, in collaboration with all school-sponsored events. Assign a Community School Site Coordinator or School Contact for each school that is the point-of-contact for the Organization. Together the Contact and Organization will develop the *school specific* schedule and specific goals as needed. DMPS will work with *the organization* to identify students that the program aims to serve and may inform parents/guardians about the program in coordination with building site team.

DMPS will provide information on emergency procedures and COVID-19 protocols for schools.

In collaboration with partner with Organization, DMPS may review and provide feedback regarding program performance.

#### Organization Responsibilities

1. CPAs must be completed yearly and submitted to the Office of Student & Family Services.
2. Keep in regular communication with district and work with Community Partnership Coordinator, District Community Schools Coordinator and Community School Coordinators to ensure they have the following information as necessary:
  - Length of program, and the dates and times offered
  - Intended outcome/impact of the program and how it is measured
  - Names and credentials of organization staff providing the programming
  - Contact information for the program staff and their direct supervisor

The Organization may provide information to DMPS regarding students served using the Add/Drop student form (link found on [DMPS website](#)). This form requires the following fields first name, last name, date of birth for adding students and only the DMPS student ID number and name when dropping a student. Contact the Community Partnership Coordinator for complete student list that includes the student ID number. In order to obtain student level information, the Organization must provide either an electronic release found on the [DMPS website](#) or paper release.

*Organization* will be familiar with the student school discipline policies as well as the personnel policies that guide behavior of professionals in the schools. If any organization staff fail to comply with the policies, they shall be asked to leave and not allowed to provide services in any school in DMPS.

#### Disclaimer

*Organization's* staff is not to be considered DMPS staff, and no joint venture has been established through any provision of this CPA, or any verbal discussions between the Parties to this CPA.

The Parties enter into this CPA while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this CPA shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this CPA. Nothing in this CPA shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this CPA. Nothing in this CPA shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this CPA is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

#### Termination by the DMPS

DMPS may terminate this CPA for any of the following reasons effective immediately without advance notice:

1. In the event the *Organization* is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the CPA effective as of the date on which the license or certification is no longer in effect;
2. DMPS determines that the actions, or failure to act, of the *Organization*, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
3. The *Organization* fails to comply with confidentiality laws or provisions;
4. The *Organization* furnished any statement, representation or certification in connection with this CPA or the RFP, which is materially false, deceptive, incorrect or incomplete.
5. DMPS determines that the actions, or failure to act, of the *Organization*, its agents, employees or subcontractors does not align with the mission and vision of the Des Moines Public School District.

#### Insurance Requirements

The *Organization*, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the *Organization's* expense, insurance covering its work during the entire term of this CPA and any extensions or renewals. The *Organization's* insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the *Organization's* performance of this CPA regardless of the date the claim is filed or expiration of the policy. The DMPS shall be named as additional insureds or loss payees, or the *Organization* shall obtain an endorsement to the same effect, as applicable.

#### Certificates of Coverage

All insurance policies required by this CPA shall remain in full force and effect during the entire term of this CPA and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the DMPS. The *Organization* shall submit certificates of insurance, which indicate coverage and notice provisions as required by this CPA, to the DMPS upon execution of this CPA. The certificates shall be subject to approval by the DMPS. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the DMPS. Approval of the insurance certificates by the DMPS shall not relieve the *Organization* of any obligation under this CPA.

#### Indemnification by the Organization

The *Organization* agrees to indemnify and hold harmless DMPS and its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the DMPS's legal counsel, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

1. Any breach of this CPA;
2. Any negligent, intentional or wrongful act or omission of the *Organization* or any agent or subcontractor utilized or employed by the *Organization*;
3. The *Organization's* performance or attempted performance of this CPA, including any agent of *Organization's*;
4. Any failure by the *Organization* to comply with the compliance with the Law provision of this CPA;
5. Any failure by the *Organization* to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the *Organization* to conduct business in the State of Iowa;
6. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
7. Any failure by the *Organization* to adhere to confidentiality provisions of this agreement.

Organization shall defend, indemnify, release, and hold DMPS harmless from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of DMPS or any other entity or person.

Solicitation

The Organization warrants that no person or entity has been employed or retained to solicit and secure this CPA upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.

Obligations Beyond CPA Term

This CPA shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this CPA. All obligations of the DMPS and the Organization incurred or existing under this CPA as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this CPA.

Counterparts

The parties agree that this CPA has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Additional Provisions

The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, and then the same shall be deemed incorporated herein by reference.

Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this CPA.

Delay or Impossibility of Performance

The Organization shall not be in default under this CPA if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the Organization's control, and without fault of negligence of Organization.

Compliance with Applicable Laws and Regulations

This Agreement is intended to comply with the requirements of state and federal laws, regulations and rules, including but not limited to the Family Educational and Privacy Rights Act, 20 U.S.C. § 1232g and this Agreement is authorized pursuant to 20 U.S.C. § 1232g(b)(1)(F). The Organization shall use student information only for the intended purposes and will refrain from disclosure of such information except as provided by law.

Non-Discrimination Policy

It is the policy of the Des Moines Independent Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

Amendments and Alterations to this Agreement

DMPS and Organization may amend this Agreement by mutual consent, in writing, at any time. The Agreement will be reviewed annually for renewal.



**Jason Levang**

Primary Organization Contact (Print Name)



Jason Levang

Jason Levang (Dec 22, 2020 06:36 CST)

Partner Signature

Vanessa Howell

Vanessa Howell (Dec 29, 2020 11:58 CST)

Community Partnership Coordinator Signature

**Vanessa Howell**

Community Partnership Coordinator  
[Communityschools@dmschools.org](mailto:Communityschools@dmschools.org)

Date Signed: Dec 22, 2020

Date Signed: Dec 29, 2020

Effective Date: Dec 29, 2020



**Acknowledgment & Certification**

**Build Lincoln Higher Booster Club**

("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or subprovider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that 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 District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at 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 certifies and 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.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

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 not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: Dec 22, 2020

**Build Lincoln Higher Booster Club**

[name of contractor/vendor/supplier/provider/sub-provider]

Authorization By: *Jason Levang*  
Jason Levang (Dec 22, 2020 06:36 CST)

Printed Name: Jason Levang

Title: President

## Addendum to Community Partnership Agreement

This Addendum (“Addendum”) is made and entered into this 1st day of January, 2021, by and between the Des Moines Independent Community School District (“DMPS”) and the Community Partner (“*Organization*”). The parties agree to the following as an Addendum to Community Partnership Agreement (CPA) hereto and fully incorporated herein by reference.

The parties hereby agree to the following in consideration of their mutual promises and covenants contained in the Community Partnership Agreement and this Addendum:

1. On March 17, 2020, Governor Reynolds declared a public health emergency due to the COVID-19 pandemic. *Organization* is aware of the Governor’s proclamation and is aware of related State of Iowa orders and the guidelines and rules issued by the Centers for Disease Control and Prevention (“CDC”), the Iowa Department of Human Services, the Iowa Department of Education, and/or the Iowa Department of Public Health, concerning the COVID-19 pandemic (collectively “Directives”).
2. The *Organization* agrees to follow and be solely responsible for enforcing all applicable Directives in its operations, including, but not limited to, the following:
  - a. Meeting any applicable capacity and group size limitations.
  - b. Excluding persons who have COVID-19, have been exposed to COVID-19, or have symptoms of COVID-19, from participation in *Organization*’s programming on the Premises.
  - c. Maintaining social distancing protocols and utilizing appropriate PPE where feasible.
  - d. Ensuring *Organization* staff and attendees wash hands frequently and instructing them to cover coughs and sneezes.
  - e. Cleaning and disinfecting frequently touched surfaces at least daily in both Dedicated Space and Shared Spaces.
3. DMPS agrees that it shall enforce applicable Directives in its operations on the Premises for all employees, agents, representatives, or persons who enter the Premises.
4. The *Organization* agrees to immediately notify DMPS upon discovery of any confirmed or suspected case of COVID-19 amongst *Organization* staff, attendees, or other persons present on the Premises in connection with *Organization*.
5. The *Organization* agrees that it is voluntarily utilizing the Premises with knowledge of the danger posed by the COVID-19 pandemic and agrees to assume any and all risks of bodily injury or death related to COVID-19, whether those risks are known or unknown, for *Organization* staff, attendees, and any other person present on the Premises in connection with *Organization*.

6. Except for any negligence of DMPS, *Organization* agrees to indemnify, defend, and hold harmless DMPS, and its officers, directors, employees, and agents, from any and all liabilities, causes of action, lawsuits, claims, demands, damages, and/or expenses, including attorney fees, of any kind whatsoever arising out of any act or omission of *Organization* related to COVID-19.
  
7. DMPS reserves the right to close the Premises at its sole discretion in response to a Directive, due to a Suspected COVID-19 Outbreak, or at any other time to facilitate cleaning or other necessary mitigation measures. DMPS shall not be considered in breach of the Original CPA or this Addendum and shall not be responsible for any damages incurred by *Organization* as a result of any such closure.
  
8. This Addendum and the CPA are now combined to create the entire agreement and understanding between the parties and both shall be incorporated into the other by reference herein.
  
9. To the extent that this Addendum conflicts with the Community Partnership Agreement or any applicable Amendments to any CPA, this Addendum shall be binding.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective the day and date first above written.

***Organization:***

**Community Partnership Coordinator:**

Build Lincoln Higher Booster Club  
 \_\_\_\_\_

DES MOINES INDEPENDENT  
 COMMUNITY SCHOOL DISTRICT

*Jason Levang*  
 By: Jason Levang (Dec 22, 2020 06:36 CST)

*Vanessa Howell*  
 By: Vanessa Howell (Dec 29, 2020 11:58 CST)

Name: Jason Levang

Name: Vanessa Howell

Title: President

Title: Community Partnership Coord



## COMMUNITY PARTNERSHIP AGREEMENT

### DES MOINES PUBLIC SCHOOLS AND ORGANIZATION

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*Our Vision: To be the model for urban education in the United States*

*Our Mission: The Des Moines Public Schools exists so that the students graduate with the knowledge, skills, and abilities to be successful at the next stage of their lives*

➔ This Community Partnership Agreement (CPA) describes and confirms an agreement between Des Moines Public Schools (DMPS) and (*Organization*) ISU Extension & Outreach, Polk County for **January 1, 2021- December 31, 2021**. The purpose of this CPA is to formalize and clarify expectations of this partnership.

DMPS strives to partner with community agencies to provide: tutoring, mentoring, academic and career planning, student activities, family engagement, and social and emotional services that are aligned with the goals of the Des Moines Public Schools.

➔ Organization Description. (*please keep brief*)

Iowa State University Extension and Outreach, Polk County carries Iowa State's land-grant mission to all Polk County residents. Since 1916, ISU Extension and Outreach, Polk County has been building partnerships and providing research-based learning opportunities to improve the quality of life in every segment of Polk County. We serve as part of a 99-county campus, connecting the needs of Iowans with Iowa State University research and resources. We provide education and partnership designed to solve today's problems and prepare for the future.

#### DMPS Responsibilities

Provide access to the school sites and space necessary when available in accordance with COVID-19 guidelines, in collaboration with all school-sponsored events. Assign a Community School Site Coordinator or School Contact for each school that is the point-of-contact for the *Organization*. Together the Contact and *Organization* will develop the *school specific* schedule and specific goals as needed. DMPS will work with *the organization* to identify students that the program aims to serve and may inform parents/guardians about the program in coordination with building site team.

DMPS will provide information on emergency procedures and COVID-19 protocols for schools.

In collaboration with partner with *Organization*, DMPS may review and provide feedback regarding program performance.

#### Organization Responsibilities

1. CPAs must be completed yearly and submitted to the Office of Student & Family Services.
2. Keep in regular communication with district and work with Community Partnership Coordinator, District Community Schools Coordinator and Community School Coordinators to ensure they have the following information as necessary:
  - Length of program, and the dates and times offered
  - Intended outcome/impact of the program and how it is measured
  - Names and credentials of organization staff providing the programming
  - Contact information for the program staff and their direct supervisor

The *Organization* may provide information to DMPS regarding students served using the Add/Drop student form (link found on [DMPS website](#)). This form requires the following fields first name, last name, date of birth for adding students and only the DMPS student ID number and name when dropping a student. Contact the Community Partnership Coordinator for complete student list that includes the student ID number. In order to obtain student level information, the *Organization* must provide either an electronic release found on the [DMPS website](#) or paper release.

*Organization* will be familiar with the student school discipline policies as well as the personnel policies that guide behavior of professionals in the schools. If any organization staff fail to comply with the policies, they shall be asked to leave and not allowed to provide services in any school in DMPS.

#### Disclaimer

*Organization's* staff is not to be considered DMPS staff, and no joint venture has been established through any provision of this CPA, or any verbal discussions between the Parties to this CPA.

The Parties enter into this CPA while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this CPA shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this CPA. Nothing in this CPA shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this CPA. Nothing in this CPA shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this CPA is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

#### Termination by the DMPS

DMPS may terminate this CPA for any of the following reasons effective immediately without advance notice:

1. In the event the *Organization* is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the CPA effective as of the date on which the license or certification is no longer in effect;
2. DMPS determines that the actions, or failure to act, of the *Organization*, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
3. The *Organization* fails to comply with confidentiality laws or provisions;
4. The *Organization* furnished any statement, representation or certification in connection with this CPA or the RFP, which is materially false, deceptive, incorrect or incomplete.
5. DMPS determines that the actions, or failure to act, of the *Organization*, its agents, employees or subcontractors does not align with the mission and vision of the Des Moines Public School District.

#### Insurance Requirements

The *Organization*, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the *Organization's* expense, insurance covering its work during the entire term of this CPA and any extensions or renewals. The *Organization's* insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the *Organization's* performance of this CPA regardless of the date the claim is filed or expiration of the policy. The DMPS shall be named as additional insureds or loss payees, or the *Organization* shall obtain an endorsement to the same effect, as applicable.

#### Certificates of Coverage

All insurance policies required by this CPA shall remain in full force and effect during the entire term of this CPA and any extensions or renewals thereof and shall not be canceled or amended except with the advance written approval of the DMPS. The *Organization* shall submit certificates of insurance, which indicate coverage and notice provisions as required by this CPA, to the DMPS upon execution of this CPA. The certificates shall be subject to approval by the DMPS. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the DMPS. Approval of the insurance certificates by the DMPS shall not relieve the *Organization* of any obligation under this CPA.

#### Indemnification by the Organization

The *Organization* agrees to indemnify and hold harmless DMPS and its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the DMPS's legal counsel, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Agency, related to or arising from:

1. Any breach of this CPA;
2. Any negligent, intentional or wrongful act or omission of the *Organization* or any agent or subcontractor utilized or employed by the *Organization*;
3. The *Organization's* performance or attempted performance of this CPA, including any agent of *Organization's*;
4. Any failure by the *Organization* to comply with the compliance with the Law provision of this CPA;
5. Any failure by the *Organization* to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the *Organization* to conduct business in the State of Iowa;
6. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
7. Any failure by the *Organization* to adhere to confidentiality provisions of this agreement.

*Organization* shall defend, indemnify, release, and hold DMPS harmless from and against all Claims, Losses, and Expenses when arising out of or incidental to this Agreement regardless of the negligence or fault of DMPS or any other entity or person.

Solicitation

The *Organization* warrants that no person or entity has been employed or retained to solicit and secure this CPA upon an agreement or understanding for commission, percentage, brokerage or contingency accepting bona fide employees or selling agents maintained for the purpose of securing business.

Obligations Beyond CPA Term

This CPA shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this CPA. All obligations of the DMPS and the *Organization* incurred or existing under this CPA as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this CPA.

Counterparts

The parties agree that this CPA has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Additional Provisions

The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, and then the same shall be deemed incorporated herein by reference.

Further Assurances and Corrective Instruments

The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this CPA.

Delay or Impossibility of Performance

The *Organization* shall not be in default under this CPA if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the *Organization's* control, and without fault of negligence of *Organization*.

Compliance with Applicable Laws and Regulations

This Agreement is intended to comply with the requirements of state and federal laws, regulations and rules, including but not limited to the Family Educational and Privacy Rights Act, 20 U.S.C. § 1232g and this Agreement is authorized pursuant to 20 U.S.C. § 1232g(b)(1)(F). The *Organization* shall use student information only for the intended purposes and will refrain from disclosure of such information except as provided by law.

Non-Discrimination Policy

It is the policy of the Des Moines Independent Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination.

Amendments and Alterations to this Agreement

DMPS and *Organization* may amend this Agreement by mutual consent, in writing, at any time. The Agreement will be reviewed annually for renewal.



**Paul Gibbins**

Primary Organization Contact (Print Name)



Partner Signature

Vanessa Howell (Dec 7, 2020 10:56 CST)

Community Partnership Coordinator Signature

**Vanessa Howell**

Community Partnership Coordinator  
[Communityschools@dmschool.org](mailto:Communityschools@dmschool.org)

Date Signed: Dec 7, 2020

Date Signed: Dec 7, 2020

Effective Date: Dec 7, 2020



**Acknowledgment & Certification**

ISU Extension & Outreach, Polk County ("Company") is providing services to the Des Moines Independent Community School District ("District") as a contractor, vendor, supplier, provider or subprovider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company's employees upon the real property of the District.

The Company acknowledges that 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 District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at 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 certifies and 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.

The Company further certifies that the Company has completed a satisfactory background check on the Company's employees. The Company hereby agrees to provide the District with the Company's background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District's background check.

The District reserves the right, but does not have the obligation to, to audit the Company's background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

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 not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: Dec 7, 2020

ISU Extension & Outreach, Polk County

[name of contractor/vendor/supplier/provider/sub-provider]

Authorization By: 

Printed Name: Paul Gibbins

Title: Regional Director

## Addendum to Community Partnership Agreement

This Addendum ("Addendum") is made and entered into this 1st day of January, 2021, by and between the Des Moines Independent Community School District ("DMPS") and the Community Partner ("*Organization*"). The parties agree to the following as an Addendum to Community Partnership Agreement (CPA) hereto and fully incorporated herein by reference.

The parties hereby agree to the following in consideration of their mutual promises and covenants contained in the Community Partnership Agreement and this Addendum:

1. On March 17, 2020, Governor Reynolds declared a public health emergency due to the COVID-19 pandemic. *Organization* is aware of the Governor's proclamation and is aware of related State of Iowa orders and the guidelines and rules issued by the Centers for Disease Control and Prevention ("CDC"), the Iowa Department of Human Services, the Iowa Department of Education, and/or the Iowa Department of Public Health, concerning the COVID-19 pandemic (collectively "Directives").
2. The *Organization* agrees to follow and be solely responsible for enforcing all applicable Directives in its operations, including, but not limited to, the following:
  - a. Meeting any applicable capacity and group size limitations.
  - b. Excluding persons who have COVID-19, have been exposed to COVID-19, or have symptoms of COVID-19, from participation in *Organization's* programming on the Premises.
  - c. Maintaining social distancing protocols and utilizing appropriate PPE where feasible.
  - d. Ensuring *Organization* staff and attendees wash hands frequently and instructing them to cover coughs and sneezes.
  - e. Cleaning and disinfecting frequently touched surfaces at least daily in both Dedicated Space and Shared Spaces.
3. DMPS agrees that it shall enforce applicable Directives in its operations on the Premises for all employees, agents, representatives, or persons who enter the Premises.
4. The *Organization* agrees to immediately notify DMPS upon discovery of any confirmed or suspected case of COVID-19 amongst *Organization* staff, attendees, or other persons present on the Premises in connection with *Organization*.
5. The *Organization* agrees that it is voluntarily utilizing the Premises with knowledge of the danger posed by the COVID-19 pandemic and agrees to assume any and all risks of bodily injury or death related to COVID-19, whether those risks are known or unknown, for *Organization* staff, attendees, and any other person present on the Premises in connection with *Organization*.

6. Except for any negligence of DMPS, *Organization* agrees to indemnify, defend, and hold harmless DMPS, and its officers, directors, employees, and agents, from any and all liabilities, causes of action, lawsuits, claims, demands, damages, and/or expenses, including attorney fees, of any kind whatsoever arising out of any act or omission of *Organization* related to COVID-19.
7. DMPS reserves the right to close the Premises at its sole discretion in response to a Directive, due to a Suspected COVID-19 Outbreak, or at any other time to facilitate cleaning or other necessary mitigation measures. DMPS shall not be considered in breach of the Original CPA or this Addendum and shall not be responsible for any damages incurred by *Organization* as a result of any such closure.
8. This Addendum and the CPA are now combined to create the entire agreement and understanding between the parties and both shall be incorporated into the other by reference herein.
9. To the extent that this Addendum conflicts with the Community Partnership Agreement or any applicable Amendments to any CPA, this Addendum shall be binding.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective the day and date first above written.

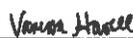
***Organization:***

**Community Partnership Coordinator:**

ISU Extension & Outreach, Polk County  
\_\_\_\_\_

DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT

By:   
\_\_\_\_\_

By:   
\_\_\_\_\_  
Vanessa Howell (Dec 7, 2020 10:56 CST)

Name: **Paul Gibbins**  
\_\_\_\_\_

Name: **Vanessa Howell**  
\_\_\_\_\_

Title: **Regional Director**  
\_\_\_\_\_

Title: **Community Partnership Coord**  
\_\_\_\_\_



Division of Leadership & Learning  
2100 Fleur Drive  
Des Moines, IA 50321  
Phone: 515- 242-7989  
www.dmschools.org

## 2021 Annual School-Community Partner Letter of Agreement

Dear Community Partner,

Thank you for your willingness to partner with the Des Moines Public Schools. School-Community partnerships are agreements between a business, agency, or organization and a school or the district to work together for the purpose of supporting our students and improving student outcomes. Partnerships may be formed at any time and should remain in effect for the duration of a calendar year. Partners should formalize or renew their partnerships annually by completing new Community Partnership Identification Tool (found on our Community Schools website) and the School-Community Partner Letter of Agreement (LOA). This agreement is for **January 1, 2021 – December 31, 2021**.

In order to maintain an accurate partner database from year to year, it is important that you provide the information requested below. If you have any questions or have any changes to this information during the school year (address, phone, contact person, etc.) please notify Community Partnership Coordinator at [communityschools@dmschools.org](mailto:communityschools@dmschools.org).

***Our Vision:*** *To be the model for urban education in the United States*

***Our Mission:*** *The Des Moines Public Schools exists so that the students graduate with the knowledge, skills, and abilities to be successful at the next stage of their lives*

### **PARTNER INFORMATION**

Name of Business/Agency/"Organization": **Evelyn K. Davis Center**

Address: (Include City, State Zip) **1171 7th Street, Des Moines IA 50314**

CEO/President: **DMACC President Rob Denson**

Agency Contact: **Joy Esposito, Interim Director**

Phone: **515-697-7700**

Email: **[jnesposito@dmacc.edu](mailto:jnesposito@dmacc.edu)**

### **Brief Description of Program:**

Tutor Heroes is a free tutoring program for 6th through 12th grade students seeking one-on-one homework help. Tutor Heroes is operating virtually due to the pandemic. Students meet with volunteer tutors through Zoom for assistance on subject matters such as math, writing, or others as students present their needs.

DMPS students are eligible to apply for the Summer Youth Experience Program, a 10-week program providing youth with a paid, work-based opportunity that encompasses a work-readiness curriculum, career pathway exploration, mentoring, and on-site work experience.

### **Data**

DMPS and *Organization* agree to provide access to aggregate and individual student information to inform, support and when appropriate, assess needs, service delivery, program planning, and evaluation purposes, in accordance with federal and state laws. Student release forms are needed for individual student information.

1. Provide the appropriate releases to the Community Partnership Coordinator. These can be scanned or use of our electronic release form located on our website.
2. Maintain accurate records of students involved with your program and submit via the online add/drop link. To streamline processes spreadsheets are no longer accepted.

Maintain regular communication with the Community Partnership Coordinator who will pull the information requested in accordance with the Family Educational Rights and Privacy Act (FERPA).

Compliance with Applicable Laws and Regulations

This Agreement is intended to comply with the requirements of state and federal laws, regulations and rules, including but not limited to the Family Educational and Privacy Rights Act, 20 U.S.C. § 1232g and this Agreement is authorized pursuant to 20 U.S.C. § 1232g(b)(1)(F). The Organization shall use student information only for the intended purposes and will refrain from disclosure of such information except as provided by law.

Disclaimer

Organization's staff is not to be considered DMPS staff, and no joint venture has been established through any provision of this School-Community Partnership Letter of Agreement, or any verbal discussions between the Parties to this Agreement.

The Parties enter into this School-Community Partnership Letter of Agreement while wishing to maintain their own separate and unique missions and mandates, and their own accountabilities. Unless specifically provided otherwise, the cooperation among the Parties as outlined in this School-Community Partnership LOA shall not be construed as a partnership or other type of legal entity or personality. Each Party shall accept full and sole responsibility for any and all expenses incurred by itself relating to this School-Community Partnership LOA. Nothing in this School-Community Partnership LOA shall be construed as superseding or interfering in any way with any agreements or contracts entered into among the Parties, either prior to or subsequent to the signing of this School-Community Partnership LOA. Nothing in this School-Community Partnership LOA shall be construed as an exclusive working relationship. The Parties specifically acknowledge that this School-Community Partnership LOA is not an obligation of funds, nor does it constitute a legally binding commitment by any Party or create any rights in any third party.

Termination by the DMPS

DMPS may terminate this School-Community Partnership LOA for any of the following reasons effective immediately without advance notice:

1. DMPS determines that the actions, or failure to act, of the Partner, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;
2. The Partner fails to comply with confidentiality laws or provisions;
3. The Partner furnished any statement, representation or certification in connection with this School-Community Partnership LOA which is materially false, deceptive, incorrect or incomplete.
4. DMPS determines that the actions, or failure to act, of the Organization, its agents, employees or subcontractors does not align with the mission and vision of the Des Moines Public School District.

*The "Organization" and School District or Individual School hereby agree to form a School-Community Partnership and to work together for the benefit of student success and the community-at-large.*

**Joy Esposito**

Printed Name Organization Representative

Representative Title

  
Joy Esposito | Jan 24, 2021 3:53 CST

Signature of Organization

Date Signed: **Jan 24, 2021**

**Vanessa Howell**

Printed Name Community Partnership Coordinator

  
Vanessa Howell | Jan 24, 2021 3:00 CST

Signature of Community Partnership Coordinator

Date Signed: **Jan 24, 2021**

Effective Date: **Jan 24, 2021**



**Acknowledgment & Certification**

**Evelyn K. Davis Center**

\_\_\_\_ (“Company”) is providing services to the Des Moines Independent Community School District (“District”) as a contractor, vendor, supplier, provider or subprovider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the District.

The Company acknowledges that 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 District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at 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 certifies and 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.

The Company further certifies that the Company has completed a satisfactory background check on the Company’s employees. The Company hereby agrees to provide the District with the Company’s background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District’s background check.

The District reserves the right, but does not have the obligation to, to audit the Company’s background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law.

The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District.

The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District.

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 not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: Jan 24, 2021

**Evelyn K. Davis Center**  
\_\_\_\_\_  
[name of contractor/vendor/supplier/provider/sub-provider]

Authorization By: Joy Esposito  
Joy Esposito (Jan 24, 2021 13:51 CST)

Printed Name: Joy Esposito

Title: Interim Director

## Addendum to Community Partnership Agreement

This Addendum ("Addendum") is made and entered into this 1st day of January, 2021, by and between the Des Moines Independent Community School District ("DMPS") and the Community Partner ("*Organization*"). The parties agree to the following as an Addendum to Community Partnership Agreement (CPA) hereto and fully incorporated herein by reference.

The parties hereby agree to the following in consideration of their mutual promises and covenants contained in the Community Partnership Agreement and this Addendum:

1. On March 17, 2020, Governor Reynolds declared a public health emergency due to the COVID-19 pandemic. *Organization* is aware of the Governor's proclamation and is aware of related State of Iowa orders and the guidelines and rules issued by the Centers for Disease Control and Prevention ("CDC"), the Iowa Department of Human Services, the Iowa Department of Education, and/or the Iowa Department of Public Health, concerning the COVID-19 pandemic (collectively "Directives").
2. The *Organization* agrees to follow and be solely responsible for enforcing all applicable Directives in its operations, including, but not limited to, the following:
  - a. Meeting any applicable capacity and group size limitations.
  - b. Excluding persons who have COVID-19, have been exposed to COVID-19, or have symptoms of COVID-19, from participation in *Organization's* programming on the Premises.
  - c. Maintaining social distancing protocols and utilizing appropriate PPE where feasible.
  - d. Ensuring *Organization* staff and attendees wash hands frequently and instructing them to cover coughs and sneezes.
  - e. Cleaning and disinfecting frequently touched surfaces at least daily in both Dedicated Space and Shared Spaces.
3. DMPS agrees that it shall enforce applicable Directives in its operations on the Premises for all employees, agents, representatives, or persons who enter the Premises.
4. The *Organization* agrees to immediately notify DMPS upon discovery of any confirmed or suspected case of COVID-19 amongst *Organization* staff, attendees, or other persons present on the Premises in connection with *Organization*.
5. The *Organization* agrees that it is voluntarily utilizing the Premises with knowledge of the danger posed by the COVID-19 pandemic and agrees to assume any and all risks of bodily injury or death related to COVID-19, whether those risks are known or unknown, for *Organization* staff, attendees, and any other person present on the Premises in connection with *Organization*.

6. Except for any negligence of DMPS, *Organization* agrees to indemnify, defend, and hold harmless DMPS, and its officers, directors, employees, and agents, from any and all liabilities, causes of action, lawsuits, claims, demands, damages, and/or expenses, including attorney fees, of any kind whatsoever arising out of any act or omission of *Organization* related to COVID-19.
7. DMPS reserves the right to close the Premises at its sole discretion in response to a Directive, due to a Suspected COVID-19 Outbreak, or at any other time to facilitate cleaning or other necessary mitigation measures. DMPS shall not be considered in breach of the Original CPA or this Addendum and shall not be responsible for any damages incurred by *Organization* as a result of any such closure.
8. This Addendum and the CPA are now combined to create the entire agreement and understanding between the parties and both shall be incorporated into the other by reference herein.
9. To the extent that this Addendum conflicts with the Community Partnership Agreement or any applicable Amendments to any CPA, this Addendum shall be binding.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective the day and date first above written.

***Organization:***

**Community Partnership Coordinator:**

Evelyn K. Davis Center

DES MOINES INDEPENDENT  
COMMUNITY SCHOOL DISTRICT

By: Joy Esposito  
Joy Esposito (Jan 24, 2021 11:51 CST)

By: Vanessa Howell  
Vanessa Howell (Jan 24, 2021 14:06 CST)

Name: Joy Esposito

Name: Vanessa Howell

Title: Interim Director

Title: Community Partnership Coord

Jan 24, 2021

Jan 24, 2021