

**NO-COST PROJECT AGREEMENT
BETWEEN THE
CEDAR FALLS COMMUNITY SCHOOL DISTRICT AND
THE IOWA READING RESEARCH CENTER**

WHEREAS, Cedar Falls Community School District intends to contract with the **University of Iowa**, on behalf of the **Iowa Reading Research Center** to receive professional development and consultation services and provide requested data as outlined in the Scope of Work.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1.0 IDENTITY OF PARTIES

1. 1 **Cedar Falls** Community School District ("**District**") is a public school district located within Cedar Falls, Iowa. The administrative office and address for correspondence related to this Agreement is: 1002 W 1st St., Cedar Falls, IA 50613

1. 2 The University of Iowa on behalf of the Iowa Reading Research Center ("**IRRC**") located at The University of Iowa. The address for correspondence related to this Agreement is: 300 Blank Honors Center, Iowa City, Iowa 52242. The address for correspondence related to notices is: c/o Division of Sponsored Programs, 2 Gilmore Hall, Iowa City, IA 52242.

2.0 TERM AND TERMINATION

2. 1 The term of this Agreement shall be August 1st 2024 through August 1st 2027 unless terminated earlier in accordance with this Agreement.

2.2 Either party may terminate this Agreement, without penalty and without incurring further obligation, upon fourteen (14) business days written notice. Either party may terminate this Agreement with cause immediately.

3.0 TERMS & CONDITIONS RELATED TO SERVICES PROVIDED BY IRRC

3.1 IRRC will provide services as outlined in *Appendix A: Scope of Services*. Service provider will provide all supplies necessary for implementation of these services.

3.2 Notwithstanding anything in this Agreement to the contrary, IRRC will be solely and exclusively responsible for providing the services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of IRRC.

3.3 Neither IRRC nor any of its personnel shall be considered an employee of the District for

any purpose. Neither party shall be considered an agent, master or servant of the other party for any purpose and neither has any authority to enter into any contract, assume any obligations, and/ or make any warranties or representations on behalf of the other.

3.4 IRRC shall ensure all of its staff, agents, and/or assigns who may interact in-person with District students and/ or staff to provide services pursuant to this Agreement, consent and complete safety and security checks as directed and administered by the District, which may include but are not limited to completion of the Sex Offender Registry Certificate of Compliance, prior to the first date of the project. The cost of these security checks will be borne by District. Results of the security check(s) may result in immediate exclusion of an IRRC project staff member and/ or termination of this Agreement.

3.5 In the event that an employee of IRRC becomes unable or unwilling to continue performing the services for the District, IRRC will find a mutually acceptable substitute to continue the services. If a mutually acceptable substitute is not available, IRRC and/ or District shall have the option to terminate this agreement in accordance with Section 2. 2.

3.6 District shall in no way be responsible for the negligent actions or omissions of IRRC, its employees, agents, and/ or assigns. IRRC shall inform all persons using its services that IRRC is a separate entity from the District and that the services being provided are separate from the educational program of the District.

3.7 IRRC shall adhere to applicable state and federal law, and University of Iowa research policies in the implementation of Project, including but not limited to parameters related to conducting research studies, administering surveys, and engaging with student, and staff.

3.8 District shall provide to IRRC a copy of the specific District policies that may be applicable to IRRC' s performance of the services, including the use of District data.

3.9 District warrants it has the right and authority to provide the Confidential and Non-Confidential Information and data to IRRC for use in this Agreement and that IRRC' s services do not conflict or violate a District policy.

4.0 CONFIDENTIALITY

4.1 Data related to students, staff, and District operations that IRRC accesses in the course of this project may contain personally identifiable information and be considered confidential and/ or may otherwise be confidential in nature. Any document containing such personally-identifiable information and/or otherwise deemed" confidential" by District in writing, shall be considered Confidential for the purposes of this Agreement ("Confidential Information").

4.2 IRRC will comply with all federal, state and local laws and regulations, and the District policies and rules applicable to performance of services and obligations under this Agreement that are provided pursuant to Section 3. 8, including, but not limited to, the Family Educational

Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPPA), and their corresponding regulations, as applicable, and any other statutes or regulations governing privacy, security and confidentiality of student and/ or health information.

4.3 IRRC shall comply with University of Iowa policies and procedures for safeguarding the confidentiality of all Confidential Information. IRRC shall not use Confidential Information for any purpose other than carrying out its obligations under this Agreement.

4.4 To the extent permitted by law, District may provide IRRC with non-confidential aggregate data and/or data with identifying information removed ("Non-Confidential Information").

4.5 IRRC shall comply with University of Iowa policies and procedures for safeguarding the security of all Non- Confidential Information. IRRC shall not use Non-Confidential Information for any purpose other than carrying out its obligations under this Agreement.

5.0 INDEMNIFICATION

5.1 IRRC agrees to be responsible, to the full extent permitted by the Iowa Tort Claims Act Iowa Code Chapter 669), for any and all claims for wrongful death, personal injury or property damage arising directly from its activities under this Agreement and resulting directly from the negligence or wrongful acts or omissions of University or its employees acting within the scope of their employment.

6.0 INSURANCE

6.1 No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IRRC.

6.2 IRRC maintains a self- insurance program as an agency of the State of Iowa. IRRC falls under The University of Iowa Certificate of Self-Insurance available at the following web address: <https://riskmanagement.fo.uiowa.edu/certificates- insurance>

7.0 INTELLECTUAL PROPERTY

7.1 IRRC owns the copyright, title, trademarks, and all other related rights in and to the literary training and evaluation services used in the performance of the services, hereinafter, the "Work") and has the exclusive right to license to others, to produce, copy, make or sell the Work. District desires to obtain, and IRRC agrees to grant, a license authorizing use of the Work by District in accordance with the terms and conditions of this Agreement. IRRC hereby grants to District, in accordance the terms and conditions of this Agreement, a non- exclusive, non-transferrable, royalty free license to use the Work for non- commercial research and educational purposes only in accordance with the terms set forth in this Agreement. Any other

use will require a commercial license from IRRC. District agrees to notify IRRC if it suspects unauthorized use of the Work, or use of the same that is fraudulent or abusive. It is understood that nothing herein shall be deemed to constitute, by implication or otherwise, the grant to either party of any license or other rights under any patent, patent application, or other intellectual property right or interest belonging to the party. IRRC shall retain sole ownership of any intellectual property relating to the testing methodologies, processes and models used in performance of this Agreement, including but not limited to inventions, improvements, processes, patents or applications for patents.

8.0 MISCELLANEOUS

8.1 Assignment. IRRC acknowledges that IRRC' s services are unique and personal. Accordingly, IRRC may not assign IRRC' s rights or delegate IRRC' s duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.2 Amendments. None of the terms or conditions of this Agreement shall be in any manner altered or modified except in writing and signed by authorized representatives of both parties.

8.3 Governing Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

8.4 Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions.

8.5 Entire Agreement. This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

9.0 EXECUTION

9.1 In consideration of the mutual covenants set forth above, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

Cedar Falls COMMUNITY SCHOOL DISTRICT

By:

Name:

Title:

Date:

University of Iowa on behalf of the **Iowa Reading Research Center**

By:

Name:

Title:

Date:

Appendix A Scope of Services

This Agreement is between the **Iowa Reading Research Center** ("IRRC"), and the **Cedar Falls Community School District** ("District") related to supporting evidence-based literacy instruction and assessment ("Project").

The purpose of this project is for the IRRC and the District to enter into a mutually beneficial partnership that seeks to further develop and expand evidence-based literacy instruction and assessment efforts across Iowa. The IRRC will provide the District with no-cost professional development presentations and technical assistance. Professional development presentations include in-person and/or online learning modules on topics related to evidence-based literacy instruction and assessment. Specific topics of presentations are selected by the IRRC and the District. Technical assistance includes in-person and/or online meetings with District staff (e.g., administrators, instructional coaches, and teachers) to analyze student data (e.g., fall universal screening data), observe instruction and assessment, and discuss issues related to implementation, feasibility, and sustainability.

In exchange for these no-cost services, the District will agree to share the data as outlined below to allow the IRRC to provide more specific, tailored insights to support the District in collaborative improvement and improved outcomes. Data shared throughout this project may be used by the IRRC to enhance research and insights to help improve literacy education statewide, which may include written materials, presentations, and consulting programs focused on how other districts can implement and expand their own evidence-based literacy efforts.

Agreement Period: August 1, 2024 to August 1, 2027

IRRC agrees to perform the following as part of the Project, subject to parameters in this Agreement and in law/ policy:

1. Up to 6 professional development presentations per year – scheduled in partnership with the IRRC and the District.
2. Up to 6 technical assistance meetings– scheduled in partnership with the IRRC and the District.
3. Seasonal data-based decision-making reports (e.g., Fall, Winter, and Spring) summarizing (a) student assessment scores on universal screeners and/or progress monitoring tasks, (b) fidelity of implementation, and (c) plans for ongoing professional development presentations and technical assistance.
4. Annual project summation report on student assessment scores, services rendered (i.e., hours spent on professional development and technical assistance and topics covered), District staff perception of professional development and technical assistance, and next-step recommendations.

District agrees to perform the following as part of the Project, subject to parameters in this Agreement and in law/ policy:

1. Student and teacher data as outlined in the data requirements below
2. Teacher audio/video recordings or IRRC staff observations in the classroom to monitor implementation, feasibility, and sustainability of recommendations
3. Attend planning meetings with IRRC staff to determine literacy topics for professional development presentations and technical assistance
4. At least 30-day notice for the IRRC to deliver teacher training and professional development.
5. District staff (e.g., teachers and administrators) complete evaluation surveys rating quality of delivery and content of professional development and technical assistance

Data Requirements from District

Demographic Data

Student Demographic Data

- State ID number
- School ID
- Teacher Name or ID number
- Grade level
- Date of birth
- Sex
- Race
- Free/Reduced Lunch Status y/n
- Gifted/Talented y/n
- IEP y/n
- 504 plan y/n
- Accommodation y/n
- Attendance data
- Expulsion and suspension data
- English learner status
- Family native language

Teacher Demographic Data

- Age
- Gender
- Race/Ethnicity
- Primary role in the school
- Number of years teaching
- Education background (degree and certification)
- Participation in LETRS training

Administrator Demographic Data

- Age
- Gender
- Race/Ethnicity
- Primary role in the school/district
- Number of years as administrator
- Education background (degree and certification)

Student Achievement Data

Achievement Data– Screening and Formative Assessments

- Reading and/or writing data from seasonal (e.g., fall, winter, and spring) universal screeners and/or benchmarks
 - Can include any curriculum-based measurement (CBM) tasks used by the District, such as AIMSWeb, FastBridge, DIBELS, or NWEA MAP
 - Data for each task (e.g., FastBridge Print Concepts and Onset Sounds) and any composite scores (e.g., FastBridge Early Reading Composite).
- Reading and/or writing data from progress monitoring tasks administered to track student progress in response to supplemental or tertiary intervention
 - Can include any CBM tasks used by the District, such as AIMSWeb, FastBridge, DIBELS, or NWEA MAP.
 - Data for each task (e.g., FastBridge Print Concepts and Onset Sounds) and any composite scores (e.g., FastBridge Early Reading Composite).

Achievement Data–Statewide Summative Assessments

- Reading, language/writing, math, and science data from the Iowa Statewide Assessment of Student Progress (ISASP)
- Alternative assessment (e.g., Dynamic Learning Maps) and alternate English language proficiency assessment data (e.g., ELPA21) for students with disabilities and/or English learners