

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, September 13, 2021 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles)2

SUPERINTENDENT’S REPORT/BOARD REPORTS (Superintendent Bush/Board of Directors)

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

CONSENT AGENDA

BA-22-000/04	Minutes - Regular Meeting on August 23, 2021 and Special Meeting on September 2, 2021 (Laurel Day)	2
BA-22-008/04	Open Enrollment - Denial 2021-22 School Year (John Rice)	3
BA-22-009/04	Personnel Report (Linda Noggle).....	6
BA-22-081/02	Agreement - Marzano Resources LLC. - High Reliability Schools Services - 2021-22 School Year (Nicole Kooiker)	19
BA-22-089	Agreement - First Congregational United Church of Christ - Use of Facilities - 2021-22 School Year (Eric Christenson)	26
BA-22-090	Approval - Jefferson HS - Locker Room Upgrades - Change Order #2 (Jason Lietz/Jon Galbraith)	30
BA-22-091	Approval - Temporary Grading Easement - Washington HS (Jon Galbraith)	35
BA-22-092	Approval - New Elementary at Jackson ES (Maple Grove) Site Project - Change Order #2 (Jon Galbraith).....	39
BA-22-093	School Improvement Advisory Committee Membership - 2021-22 School Year (Nicole Kooiker)	41
BA-22-094	Teacher Quality Committee Appointments - 2021-22 School Year (Nicole Kooiker)	43
BA-22-095	Agreement - Cedar Rapids Museum of Art - 2021-22 School Year (John Rice).....	44
BA-22-096	Agreement - Edgenuity Inc. - 2021-22 School Year (Craig Barnum)	47
BA-22-097	Agreement - Instructure (Canvas) - 2021-22 School Year (John Rice)	49
BA-22-098	Agreement - Involta LLC. - Off-Site Backup Services - 2021-24 School Years (Jeff Lucas/Carissa Jenkins)	51
BA-22-099	Agreement - Kirkwood Community College - Concurrent Enrollment Courses - 2021-22 School Year (John Rice)	58
BA-22-100	Agreement - Alliant Energy PowerHouse/VenuWorks of Cedar Rapids, LLC - 2022 High School Graduations (Cynthia Phillips)	67

ADMINISTRATION

BA-22-101	CRCSD Health & Safety Mitigation Update (Noreen Bush)	93
BA-22-102	School Resource Officer Program Update (Noreen Bush)	94

LEARNING AND LEADERSHIP

BA-22-103	Spring 2021 ISASP Results (Nicole Kooiker/John Rice)	95
-----------	--	----

SCHOOL BOARD CALENDAR/ADJOURNMENT (President Nancy Humbles)..... 125

AGENDA

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, September 13, 2021 Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

SUPERINTENDENT’S REPORT/BOARD REPORTS – (Superintendent Bush/ Board of Directors)

COMMUNICATIONS, DELEGATIONS, AND PETITIONS – (President Nancy Humbles)

CONSENT AGENDA

BA-22-000/04 Minutes – Regular Meeting on Monday, August 23, 2021 and Special Meeting on Thursday, September 2, 2021 (Laurel Day)

Exhibit: <http://www.cr.k12.ia.us/our-district/board-of-education/>

Action Item

Pertinent Fact(s):

It is the responsibility of the Board Secretary to keep the minutes of Board of Directors meetings as required by Iowa Code §§ 21.3 and Board Regulation 202.10. The minutes will be available for public inspection within two weeks of the Board meeting and forwarded to the appropriate newspaper for publication.

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Regular Meeting held on Monday, August 23, 2021 and the Special Meeting held on Thursday, September 2, 2021.

Board Meeting: Monday, September 13, 2021

CONSENT AGENDA

BA-22-008/04 Open Enrollment - Denial 2021-2022 (John Rice)

Exhibit: BA-22-008/04.1-2

Action Item

Pertinent Fact(s):

1. Section 256.7(5), Chapter 17, of the Iowa Code "Open Enrollment," allows parents/guardian to enroll their children/child in a school district other than the resident district of the custodial parent/guardian. In order for parents/guardians to exercise this option, their request must be submitted by March 1 of the year preceding open enrollment. For kindergarten children the deadline for submitting an application for open enrollment is September 1 of the current school year.
2. Applications filed after the deadline will not be approved unless the reason for late filing qualifies for "good cause"; "good cause" means a change in the status of a child's resident district for any of the following reasons:
 - A. Family moved to a new district of residence
 - B. Change in the marital status of the student's parents resulting in new resident district
 - C. Placement of the student into foster care resulting in new resident district
 - D. Adoption resulting in new resident district
 - E. Participation in a foreign exchange program
 - F. Participation in a substance abuse or mental health treatment program resulting in new resident district
 - G. Failure of negotiations for reorganization or rejection of proposed reorganization plan*
 - H. Failure of negotiations for whole grade sharing or rejection of whole grade sharing agreement*
 - I. Loss of accreditation or revocation of a charter school contract*

*If "good cause" is related to change in status of child's resident district, the open enrollment request must be filed within **45** days of last board action or within **30** days of certification of an election, whichever is applicable.

3. Request may be denied if:
 - A. The student has been suspended or expelled by a district and has not been reinstated as a student in that district
 - B. Insufficient classroom space exists
 - C. Minority/non-minority pupil ratios would be adversely affected
 - D. An appropriate instructional program is not available
 - E. The applicant missed the prescribed deadline and the request does not qualify for "good cause"
4. If the denial is based on a desegregation plan and/or any other reasons, it may be appealed to the Linn County District Court and cannot be appealed to the State Board of Education. An appeal must be postmarked within 30 days of the Board decision.

Recommendation:

It is recommended that the Board of Education approve the Open Enrollment-Denial of the student(s) commencing with the 2021-2022 School Year.

Board Meeting: Monday, September 13, 2021

**OPEN ENROLLMENT DENIALS
2021-2022 SCHOOL YEAR**

ENTER Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
S. Young	D. Young	12	College Community School District	Cedar Rapids Community School District

Reason: Appropriate special education program is not available

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
T. Gann	D. Gann	2	Cedar Rapids Community School District	Alburnett Community School District

Reason: Application filed late

T. Gann	R. Gann	4	Cedar Rapids Community School District	Alburnett Community School District
---------	---------	---	--	-------------------------------------

Reason: Application filed late

L. Thompson	J. Thompson	2	Cedar Rapids Community School District	CAM/IA Connections School District
-------------	-------------	---	--	------------------------------------

Reason: Application filed late

H. Cardis	I. Cardis	7	Cedar Rapids Community School District	Clayton Ridge Community School District
-----------	-----------	---	--	---

Reason: Application filed late

**OPEN ENROLLMENT DENIALS
2021-2022 SCHOOL YEAR**

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
J. Lovaas	M. Lovaas	11	Cedar Rapids Community School District	Clayton Ridge Community School District
Reason: Application filed late				
C. Russell	J. Schroeder	8	Cedar Rapids Community School District	Clayton Ridge Community School District
Reason: Application filed late				
A. Wood	A. Wood	3	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				
S. & K. Crosby	S. Crosby	5	Cedar Rapids Community School District	Vinton Shellsburg Community School District
Reason: Application filed late				

**TOTALS: 2 Alburnett CSD
1 CAM/IA Connections SD
3 Clayton Ridge CSD
1 College CSD
1 Linn Mar CSD
1 Vinton Shellsburg CSD**

CONSENT AGENDA

BA-22-009/04 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/04.1-12

Action Item Roll Call

Recommendation:

It is recommended that the Board of Education approve the Personnel Report.

BA-22-009/04 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Brown, Jeremy	\$3,656.00	WM Track MS Wilson	2021-2022 School Year
Buck, Makayla	\$3,168.00	MS Cross Country (Co-Ed) Roosevelt	2021-2022 School Year
Carrell, Daniel	\$1,901.00	Volleyball Asst (Temp Contract) Harding	2021-2022 School Year
Dierks, Mark	\$1,901.00	Cross Country Asst (Temp Contract) Harding	2021-2022 School Year
Drewelow, Roger	\$3,168.00	Volleyball MS Wilson	2021-2022 School Year
Fox, Alex	\$3,412.00	MS Football McKinley	2021-2022 School Year
Hayes, Sarah	\$3,413.00	Debate/Speech Asst Kennedy	2021-2022 School Year
Fritz, Lauren	\$3,168.00	Volleyball MS Roosevelt	2021-2022 School Year
Fritz, Lauren	\$3,168.00	WM Basketball MS Roosevelt	2021-2022 School Year
Konzen, Jacob	\$3,412.00	MS Football McKinley	2021-2022 School Year
Meese, Morgan	\$45,082.00	Special Ed Interventionist Jefferson	9/13/2021
Novotny, Jennifer	\$1,901.00	Volleyball Asst (Temp Contract) Harding	2021-2022 School Year
Shelton, Ian	\$1,901.00	Volleyball Asst (Temp Contract) Taft	2021-2022 School Year
Shields, Kim	\$4,131.00	MS Band Franklin	2021-2022 School Year

Thompson, Adam	\$1,901.00	Volleyball Asst (Temp Contract) Wilson	2021-2022 School Year
Torres Duran, Benjamin	\$3,168.00	WM Soccer MS McKinley	2021-2022 School Year
Vis, Ashley	\$3,168.00	Volleyball MS Roosevelt	2021-2022 School Year
Vis, Ashley	\$2,828.00	MN Basketball Asst Kennedy	2021-2022 School Year
White, Amber	\$3,168.00	MS Volleyball McKinley	2021-2022 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Gillis, Zachary	\$46,000.00	Strat II (BD) Polk	9/2/2021
Wright, Christina	\$47,237.00	Community Engagement Specialist Washington	8/23/2021

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Boddicker, Michael	Personal	MN Baseball Jefferson	8/23/2021
Brooks, Maggie	Personal	WM Basketball Kennedy	8/30/2021
Grant, Amber	Personal	Science Roosevelt	9/3/2021
McMurrin, Stacey	Personal	Benefit/Payroll Specialist ELSC	9/10/2021
Roby-Miklus, Elizabeth	Personal	Softball Asst Kennedy	8/31/2021
Werling, Cole	Personal	MN Basketball Kennedy	8/20/2021
Wrage, Nolan	Personal	MS Wrestling Harding	8/21/2021

Zimmerman, Laura	Personal	MN Tennis MS Roosevelt	8/20/2021
------------------	----------	---------------------------	-----------

Zimmeman, Laura	Personal	WM Tennis Asst Kennedy	8/20/2021
-----------------	----------	---------------------------	-----------

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Axline, Alex	\$18.88	Transportation Driver ELSC	8/30/2021
Bayer, Andria	\$14.69	Paraprofessional Wright	8/19/2021
Bragdon, Kandi	\$12.32	Food Service Asst Hiawatha	8/30/2021
Bochicchio, Heidi	\$12.13	Childcare Prof III ELSC	9/7/2021
Boland, Joleen	\$12.32	Food Service Asst Wright	9/7/2021
Bower, Amy	\$14.22	Paraprofessional Jackson	8/16/2021
Bryant, Kayleigh	\$13.38	Paraprofessional Taylor	9/7/2021
Burke, Jaime	\$12.28	Paraprofessional Arthur	9/7/2021
Burken, Jayson	\$12.28	Paraprofessional Washington	08/19/2021
David, Heather	\$14.14	Cashier Nixon	8/27/2021
Davis, Dustin	\$12.28	Paraprofessional Polk	8/19/2021
Dickson, Sylvia	\$12.32	Food Service Asst Roosevelt	8/25/2021
Estrada, Macaylah	\$14.69	Paraprofessional Taft	8/27/2021
Etschiedt, Sherri	\$16.91	Custodian II Floater ELSC	9/27/2021

Finn, Trisha	\$14.14	Cashier Jefferson	8/19/2021
Gallagher, Jenna	\$12.28	Paraprofessional Jefferson	8/19/2021
Gingrich, Andrew	\$23.76	Field Technician ELSC	9/13/2021
Goudeau, Keiona	\$12.32	Food Service Asst Harding	8/27/2021
Harrill, Christina	\$12.32	Food Service Asst Washington	9/7/2021
Hester, David	\$16.91	Custodian II Floater ELSC	10/4/21
Jacobs, Mike	\$12.28	Paraprofessional Kenwood	8/19/2021
Keeney, Jenny	\$15.27	Heath Secretary ELSC	8/20/2021
Lacey, Ramerra	\$14.31	Bus Attendant ELSC	9/7/2021
Lala, Katheryn	\$12.32	Food Service Asst Harrison	9/7/2021
Laufer, Alicia	\$12.32	Food Service Asst Nixon	8/27/2021
Lewis, Michell	\$14.31	Bus Attendant ELSC	9/13/2021
Martin, Natalie	\$15.27	Health Secretary Wilson	8/27/2021
McKeown, Haley	\$12.28	Paraprofessional McKinley	9/13/2021
McKibben, Kelcy	\$12.53	Paraprofessional Arthur	9/7/2021
Moore, Jatanna	\$15.61	Counselor Secretary McKinley	8/30/2021

Mossman, Sarah	\$14.69	Paraprofessional Madison	9/7/2021
Murray, Tara	\$12.28	Paraprofessional Jefferson	8/19/2021
Nakashenyi, Juma	\$14.31	Bus Attendant ELSC	8/30/2021
Nolte, Sarah	\$12.28	Crossing Guard Cleveland	9/1/2021
Preston, Susan	\$17.14	Van Driver ELSC	9/7/2021
Reeves, Workpeh	\$12.28	Crossing Guard Hoover	8/24/2021
Reittinger, Carli	\$12.28	Paraprofessional Cleveland	9/13/2021
Reutzel, Stacy	\$13.78	Paraprofessional Grant Wood	9/7/2021
Robertshaw, Brianna	\$13.38	Paraprofessional Jackson	8/24/2021
Rommann, Matthew	\$18.88	Transportation Driver ELSC	9/7/2021
Rutumirwa, Shururu	\$14.31	Bus Attendant ELSC	8/30/2021
Salthouse, Joshua	\$16.91	Custodian II Floater ELSC	8/30/21
Schmidt, Cassidy	\$10.00	Child Care Sub ELSC	8/30/2021
Sero, Robert	\$14.69	Paraprofessional Franklin	8/30/2021
Shaw, Desarae	\$12.28	Paraprofessional Jackson	8/27/2021
Siefken, Sydney	\$14.14	Cashier Arthur	8/24/2021
Spencer, Josh	\$16.91	Custodian II Floater ELSC	9/7/2021

Straka, Kimbly	\$14.14	Cashier Wilson	8/30/2021
Strottman, Laurie	\$12.28	Crossing Guard Arthur	8/30/2021
Sweeney, Jennifer	\$12.28	Paraprofessional Harrison	8/24/2021
Talbert, Felicia	\$14.42	Paraprofessional Nixon	8/24/21
Taylor Marin, Shawn	\$14.14	Cashier Kennedy	9/7/21
Thomas, Da'Kaylah	\$12.53	Paraprofessional Roosevelt	8/27/21
Todora, Marissa	\$12.28	Paraprofessional Grant	8/30/21
Tolbert, Shekita	\$14.31	Bus Attendant ELSC	8/30/21
Williams, David	\$12.28	Paraprofessional Wilson	8/30/21
Winter, Jerry	\$18.88	Transportation Driver ELSC	8/30/21
Wood, Shelbie	\$16.04	Principals Secretary Viola Gibson	8/30/21

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Benissan Messan, Esse D	\$15.11	Elementary Asst Mgr Nixon	8/19/2021
Garay, Emily	\$19.04	Paraprofessional Taft	8/20/2021
Grieder, Saori	\$14.14	Cashier Hiawatha	8/25/2021
Griffin, David J	\$14.14	Cashier Van Buren	8/26/2021

Herb, Sondra	\$15.11	Secondary Cook Franklin	8/2/2021
Hochstetler, Vickii	\$16.58	Elementary Manager Cleveland	8/19/2021
Kilgallon, Jaynellyn	\$14.14	Cashier CRVA	8/25/2021
Lyon James, Carolyn	\$20.01	Paraprofessional Kennedy	8/20/2021
Mason, Theresa	\$16.58	Elementary Manager Truman	8/19/2021
Melsh, Marly	\$20.53	Payroll, Benefits, Project Asst ELSC	9/7/2021
Minor, Rebecca	\$15.11	Elementary Asst Mgr Johnson	8/19/2021
Patzner, Kimberly	\$13.07	Paraprofessional Harding	8/20/2021
Peyton, Alura	\$15.11	Elementary Asst Mgr Cleveland	8/19/2021
Rule, Kimberly	\$14.14	Elem Asst Mgr Kenwood	8/23/2021
Speth, Cindy	\$14.14	Cashier Van Buren	8/26/2021
White, Tiona	\$15.61	Accounting Clerk II ELSC	10/1/2021
Wiley, Misty	\$14.77	Paraprofessional Kenwood	8/20/2021

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Bartels, Erin	Personal	Custodian Washington	9/10/2021
Bolsinger, Warren	Personal	Transportation Driver ELSC	8/30/2021

Cook, Shelby	Personal	Paraprofessional Harding	9/3/2021
Coselman, Steven	Personal	Bus Attendant ELSC	8/20/2021
Dalton, Mary	Personal	Counselors Secretary Roosevelt	9/24/2021
Dossa, Zoueilatou	Personal	Food Service Asst Kenwood	8/27/2021
Endsley (Nasby), Robin	Personal	Paraprofessional West Willow	9/16/2021
Erlacher, Melissa	Personal	Food Service Asst Harrison	8/4/2021
Fields, Tamaica	Personal	Elem Asst Mgr Kenwood	8/27/2021
Gallagher, Jenna	Personal	Paraprofessional Jefferson	8/20/2021
Hefner, Deb	Personal	Transportation Driver ELSC	9/1/2021
Hurt-Martin, Tayia	Personal	Childcare Grant	08/20/2021
Kitterman, Makayla	Personal	Paraprofessional Taft	8/20/2021
Long, Kaitlin	Personal	Paraprofessional Jefferson	8/31/2021
May, Rachel	Personal	Transportation Driver ELSC	9/1/2021
Moon, Mindy	Personal	Elem Asst Mgr Harrison	9/2/2021
Ray, Tronika	Personal	Paraprofessional Kennedy	8/24/2021
Richey, Crystal	Personal	Food Service Asst Hiawatha	8/27/2021
Rivera, Lisa	Personal	Paraprofessional Kenwood	8/31/2021

Schnepf, Samantha	Personal	Cashier Wilson	8/31/2021
Varner, Angela	Personal	Food Service Asst Harding	9/1/2021

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Luters, Barb		Cashier Hiawatha	8/16/2021

TERMINATIONS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Bradley, Chris		Bus Attendant ELSC	8/31/2021
Olson, Michelle		Paraprofessional Washington	9/3/2021

SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Bernards, Richard	\$9,918.75	World Language Early Bird	8/23/2021
Carolin, Daniel	\$15,399.37	World Language Early Bird	8/23/2021
Corbett, Benedicte	\$9,364.92	World Language Early Bird	8/23/2021
Mooney-Shaffer, Traci	\$11,567.70	World Language Early Bird	8/23/2021
Mwelwa, Esther	\$8,943.91	World Language Early Bird	8/23/2021
Stoll, Sharon	\$9,966.36	World Language Early Bird	8/23/2021

2021-2022 Level Changes – September 13th Board Agenda

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FTE</u>	<u>OLD LEVEL</u>	<u>OLD BASE</u>	<u>OLD FTE BASE</u>	<u>NEW LEVEL</u>	<u>NEW FULL BASE</u>	<u>NEW FTE BASE</u>	<u>FTE COST</u>	<u>CODE</u>
Abkes	Tamara	1.0	MA+45	\$70,164	\$70,164	MA+60	\$72,269	\$72,269	\$2,105	1
Anderson	Melissa	1.0	MA	\$56,015	\$56,015	MA+15	\$58,816	\$58,816	\$2,801	1
Bakkum	Chad	1.0	MA+30	\$72,082	\$72,082	MA+45	\$75,686	\$75,686	\$3,604	1
Beatty	Katie	1.0	MA+45	\$72,803	\$72,803	MA+60	\$74,987	\$74,987	\$2,184	1
Bendlage	Alexander	1.0	BA+12	\$53,932	\$53,932	BA+24	\$56,359	\$56,359	\$2,427	1
Bendlage	Alexander	1.0	BA+24	\$56,359	\$56,359	MA	\$59,177	\$59,177	\$2,818	2
Bernhard	Sarah	1.0	BA	\$57,143	\$57,143	BA+12	\$59,714	\$59,714	\$2,571	1
Bradley	Julie	1.0	MA+60	\$83,399	\$83,399	MA+75	\$85,901	\$85,901	\$2,502	1
Brems	Matthew	1.0	MA+30	\$68,778	\$68,778	MA+45	\$72,217	\$72,217	\$3,439	1
Brune	Scott	1.0	MA+45	\$71,099	\$71,099	MA+60	\$73,232	\$73,232	\$2,133	1
Budde	Jessica	1.0	BA+12	\$53,987	\$53,987	BA+24	\$56,416	\$56,416	\$2,429	1
Budde	Jessica	1.0	BA+24	\$56,416	\$56,416	MA	\$59,237	\$59,237	\$2,821	2
Busta	Michael	1.0	MA+60	\$80,459	\$80,459	MA+75	\$82,873	\$82,873	\$2,414	1
Campbell	Davon	1.0	MA	\$54,860	\$54,860	MA+15	\$57,603	\$57,603	\$2,743	1
Clark	Kyle	1.0	BA+24	\$62,484	\$62,484	BA+36	\$63,734	\$63,734	\$1,250	1
Claus	Caleb	1.0	BA+24	\$54,190	\$54,190	MA	\$56,900	\$56,900	\$2,710	2
Collins	Rachel	1.0	MA+15	\$68,137	\$68,137	MA+30	\$71,544	\$71,544	\$3,407	1
Crippen	Sarah	1.0	BA+24	\$70,533	\$70,533	BA+36	\$71,944	\$71,944	\$1,411	1
Determan	Melissa	1.0	MA+15	\$67,895	\$67,895	MA+30	\$71,290	\$71,290	\$3,395	1
Deutsch	Elizabeth	1.0	MA+30	\$75,346	\$75,346	MA+45	\$79,113	\$79,113	\$3,767	1
DeWitte	Amanda	1.0	BA	\$48,957	\$48,957	BA+12	\$51,160	\$51,160	\$2,203	1
DeWitte	Amanda	1.0	BA+12	\$51,160	\$51,160	BA+24	\$53,462	\$53,462	\$2,302	1
DeWitte	Amanda	1.0	BA+24	\$53,462	\$53,462	MA	\$56,135	\$56,135	\$2,673	2
DiGiacomo	Ann	1.0	MA	\$69,502	\$69,502	MA+15	\$72,977	\$72,977	\$3,475	1
Dvorak	Deborah	1.0	MA+30	\$75,285	\$75,285	MA+45	\$79,049	\$79,049	\$3,764	1
Edkin	Emily	1.0	MA	\$56,023	\$56,023	MA+15	\$58,824	\$58,824	\$2,801	1
Ehrle	Suzette	1.0	BA+36	\$67,896	\$67,896	BA+48	\$69,254	\$69,254	\$1,358	1
Eichhorn	Katie	1.0	MA+15	\$67,483	\$67,483	MA+30	\$70,857	\$70,857	\$3,374	1
Englert	Jeffrey	1.0	MA+15	\$71,119	\$71,119	MA+30	\$74,675	\$74,675	\$3,556	1
Erickson	Lauren	1.0	BA+12	\$52,854	\$52,854	BA+24	\$55,232	\$55,232	\$2,378	1
Erickson	Lauren	1.0	BA+24	\$55,232	\$55,232	MA	\$57,994	\$57,994	\$2,762	2
Erickson	Alisha	1.0	MA+75	\$77,684	\$77,684	MA+90	\$80,015	\$80,015	\$2,331	1
Evans	Adrian	1.0	MA+30	\$81,504	\$81,504	MA+45	\$85,579	\$85,579	\$4,075	1
Faust	Rachel	1.0	MA+30	\$70,945	\$70,945	MA+45	\$74,492	\$74,492	\$3,547	1
Fisher	Gina	1.0	BA	\$56,848	\$56,848	BA+12	\$59,406	\$59,406	\$2,558	1
Fitzgerald	Kyle	1.0	MA	\$64,686	\$64,686	MA+15	\$67,920	\$67,920	\$3,234	1
Frese	Cindy	1.0	MA+45	\$96,083	\$96,083	MA+60	\$98,965	\$98,965	\$2,882	1
Friedman	Cynthia	1.0	MA+75	\$80,477	\$80,477	MA+90	\$82,891	\$82,891	\$2,414	1
Gilbert	Kathleen	1.0	BA+24	\$59,240	\$59,240	BA+36	\$60,425	\$60,425	\$1,185	1
Gotto	Emily	1.0	MA+15	\$69,073	\$69,073	MA+30	\$72,527	\$72,527	\$3,454	1
Guarino	Kristen	1.0	BA	\$51,343	\$51,343	BA+12	\$53,653	\$53,653	\$2,310	1
Hamilton	Sarah	0.8	MA+30	\$74,736	\$59,789	MA+45	\$78,473	\$62,778	\$2,989	1
Harmening	Jamie	1.0	MA+15	\$67,449	\$67,449	MA+30	\$70,821	\$70,821	\$3,372	1
Hartwig	Allison	1.0	BA+12	\$49,741	\$49,741	BA+24	\$51,979	\$51,979	\$2,238	1
Hartwig	Allison	1.0	BA+24	\$51,979	\$51,979	MA	\$54,578	\$54,578	\$2,599	2
Herman	Jeremiah	1.0	BA+12	\$49,474	\$49,474	BA+24	\$51,700	\$51,700	\$2,226	1
Herman	Jeremiah	1.0	BA+24	\$51,700	\$51,700	MA	\$54,285	\$54,285	\$2,585	2
Hessman	Jan	1.0	BA+24	\$63,804	\$63,804	MA	\$66,994	\$66,994	\$3,190	2
Holerud	Mark	1.0	BA	\$47,173	\$47,173	BA+12	\$49,296	\$49,296	\$2,123	1
Hollander	Collin	1.0	MA+15	\$60,705	\$60,705	MA+30	\$63,740	\$63,740	\$3,035	1
Hollingsworth	Erin	1.0	BA	\$57,535	\$57,535	BA+12	\$60,124	\$60,124	\$2,589	1
Hook	Rachel	1.0	BA+12	\$49,296	\$49,296	BA+24	\$51,514	\$51,514	\$2,218	1
Horton	Jennifer	1.0	MA+75	\$86,947	\$86,947	MA+90	\$89,555	\$89,555	\$2,608	1
Hynek	Dennis	1.0	MA+60	\$87,193	\$87,193	MA+75	\$89,809	\$89,809	\$2,616	1
Ihringer	Lisa	1.0	MA	\$69,441	\$69,441	MA+15	\$72,913	\$72,913	\$3,472	1
Jackson	Richard	1.0	MA	\$61,160	\$61,160	MA+15	\$64,218	\$64,218	\$3,058	1
Jacobson	Alyssa	1.0	BA+24	\$55,756	\$55,756	MA	\$58,544	\$58,544	\$2,788	2

2021-2022 Level Changes – September 13th Board Agenda

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FTE</u>	<u>OLD LEVEL</u>	<u>OLD BASE</u>	<u>OLD FTE BASE</u>	<u>NEW LEVEL</u>	<u>NEW FULL BASE</u>	<u>NEW FTE BASE</u>	<u>FTE COST</u>	<u>CODE</u>
Jansen	Megan	1.0	MA	\$63,167	\$63,167	MA+15	\$66,325	\$66,325	\$3,158	1
Jansen	Megan	1.0	MA+15	\$66,325	\$66,325	MA+30	\$69,641	\$69,641	\$3,316	1
Jenkins	Charles	1.0	MA	\$69,141	\$69,141	MA+15	\$72,598	\$72,598	\$3,457	1
Jennings	Suzanne	1.0	BA+24	\$70,075	\$70,075	BA+36	\$71,477	\$71,477	\$1,402	1
Johnson	Jennifer	1.0	PhD+15	\$85,859	\$85,859	PhD+30	\$90,152	\$90,152	\$4,293	1
Jones	Sarah	1.0	MA+15	\$66,417	\$66,417	MA+30	\$69,738	\$69,738	\$3,321	1
Kaalberg	Reid	1.0	BA	\$47,344	\$47,344	BA+12	\$49,474	\$49,474	\$2,130	1
Kimball	Cherien	1.0	BA+12	\$60,875	\$60,875	BA+24	\$63,614	\$63,614	\$2,739	1
Kinkeade	Angela	1.0	BA+36	\$58,320	\$58,320	MA	\$60,070	\$60,070	\$1,750	2
Kleinsmith	Ryne	1.0	BA	\$56,741	\$56,741	BA+12	\$59,294	\$59,294	\$2,553	1
Klostermann	Kim	1.0	MA+45	\$93,565	\$93,565	MA+60	\$96,372	\$96,372	\$2,807	1
Kolaas	Sarah	1.0	MA+30	\$83,131	\$83,131	MA+45	\$87,288	\$87,288	\$4,157	1
Lawyer	Gretchen	1.0	MA+15	\$60,323	\$60,323	MA+30	\$63,339	\$63,339	\$3,016	1
Lewis	Timothy	1.0	MA+45	\$86,586	\$86,586	MA+60	\$89,184	\$89,184	\$2,598	1
Lewis	Megan	1.0	MA	\$57,599	\$57,599	MA+15	\$60,479	\$60,479	\$2,880	1
Lindo	Tasha	0.5	MA+15	\$66,999	\$33,500	MA+30	\$70,349	\$35,174	\$1,675	1
Link	Joseph	1.0	BA	\$60,860	\$60,860	BA+12	\$63,599	\$63,599	\$2,739	1
Logan	Lindsey	1.0	MA+15	\$64,947	\$64,947	MA+30	\$68,194	\$68,194	\$3,247	1
Lowe	Sarah	1.0	MA	\$58,436	\$58,436	MA+15	\$61,358	\$61,358	\$2,922	1
Machart	Sheila	1.0	MA+60	\$84,840	\$84,840	MA+75	\$87,385	\$87,385	\$2,545	1
Manka	Krystal	1.0	MA+45	\$75,438	75438	PhD	\$82,982	\$82,982	\$7,544	1
McAndrew	Sara	1.0	BA+12	\$49,474	\$49,474	BA+24	\$51,700	\$51,700	\$2,226	1
McAndrew	Sara	1.0	BA+24	\$51,700	\$51,700	MA	\$54,285	\$54,285	\$2,585	2
McBride	Sara	1.0	MA+75	\$75,176	\$75,176	MA+90	\$77,431	\$77,431	\$2,255	1
McLaughlin	Kara	1.0	MA	\$54,458	\$54,458	MA+15	\$57,181	\$57,181	\$2,723	1
Melone	Dana	1.0	MA+15	\$68,685	\$68,685	MA+30	\$72,119	\$72,119	\$3,434	1
Mnayer	Jamie	1.0	BA	\$47,344	\$47,344	BA+12	\$49,474	\$49,474	\$2,130	1
Mnayer	Joseph	1.0	BA	\$47,598	\$47,598	BA+12	\$49,740	\$49,740	\$2,142	1
Monsef	Anahita	1.0	MA+75	\$79,258	\$79,258	MA+90	\$81,636	\$81,636	\$2,378	1
Mooberry	Jessica	1.0	MA+30	\$74,010	\$74,010	MA+45	\$77,711	\$77,711	\$3,701	1
Moody	Laurie	1.0	MA+60	\$77,943	\$77,943	MA+75	\$80,281	\$80,281	\$2,338	1
Mueller	Kristen	1.0	MA+75	\$80,548	\$80,548	MA+90	\$82,964	\$82,964	\$2,416	1
Murray	Laura	1.0	MA+60	\$76,441	\$76,441	MA+75	\$78,734	\$78,734	\$2,293	1
Musil	Elissa	1.0	MA	\$55,842	\$55,842	MA+15	\$58,634	\$58,634	\$2,792	1
Myers	Jessica	1.0	BA	\$48,957	\$48,957	BA+12	\$51,160	\$51,160	\$2,203	1
Noonan	Kristen	1.0	BA	\$47,344	\$47,344	BA+12	\$49,474	\$49,474	\$2,130	1
Noonan	Kirsten	1.0	BA+12	\$49,474	\$49,474	BA+24	\$51,700	\$51,700	\$2,226	1
Noonan	Kristen	1.0	BA+24	\$51,700	\$51,700	MA	\$54,285	\$54,285	\$2,585	2
Nus	Mary	1.0	BA	\$50,578	\$50,578	BA+12	\$52,854	\$52,854	\$2,276	1
O'Brien	Matthew	0.8	BA+24	\$53,750	\$44,344	BA+36	\$54,825	\$45,231	\$887	1
Overland	Carrie	1.0	BA	\$47,173	\$47,173	BA+12	\$49,296	\$49,296	\$2,123	1
Paulson	Brent	1.0	BA+12	\$63,425	\$63,425	BA+24	\$66,279	\$66,279	\$2,854	1
Pearson	Nicolette	1.0	MA	\$65,285	\$65,285	MA+15	\$68,549	\$68,549	\$3,264	1
Petsche	Abbie	1.0	MA	\$70,597	\$70,597	MA+15	\$74,127	\$74,127	\$3,530	1
Phillips	Ryan	1.0	MA+45	\$63,277	\$63,277	MA+60	\$65,175	\$65,175	\$1,898	1
Pitlik	Kristina	1.0	BA	\$50,578	\$50,578	BA+12	\$52,854	\$52,854	\$2,276	1
Ptacek	Angela	1.0	MA	\$57,599	\$57,599	MA+15	\$60,479	\$60,479	\$2,880	1
Reminiskey	Emily	1.0	MA	\$54,860	\$54,860	MA+15	\$57,603	\$57,603	\$2,743	1
Rieger	Sara	0.5	BA	\$45,354	\$22,677	BA+12	\$47,395	\$23,697	\$1,020	1
Rieger	Sara	0.5	BA+12	\$47,395	\$23,698	BA+24	\$49,528	\$24,764	\$1,066	1
Rieger	Sara	0.5	BA+24	\$49,528	\$24,764	BA+36	\$50,519	\$25,259	\$495	1
Rieger	Sara	0.5	BA+36	\$50,519	\$25,260	BA+48	\$51,529	\$25,765	\$505	1
Romano	Victoria	1.0	MA+30	\$65,329	\$65,329	MA+45	\$68,595	\$68,595	\$3,266	1
Rubocki	Sara	1.0	MA+45	\$78,159	\$78,159	MA+60	\$80,504	\$80,504	\$2,345	1
Rydstrom	Madison	1.0	MA	\$60,047	\$60,047	MA+15	\$63,049	\$63,049	\$3,002	1

CONSENT AGENDA

BA-22-081/02 Agreement – Cedar Rapids Community School District and Marzano Resources LLC. – Marzano High Reliability Schools Services - 2021-2022 School Year (Nicole Kooiker)

Exhibit: BA-22-081/02.1-6

Action Item

Pertinent Fact(s):

1. The Agreement is for services with Marzano Resources to provide High Reliability Schools Certification, Levels 1, 2, and 3 with a Marzano HRS Associates for the School Year 2021-2022.
2. Services include:
 - Marzano High Reliability Schools Level 2 Moodle Certification for 1 building
 - The building will receive access to a Moodle application process with a Marzano Associate for reviewing and an evaluator for a calendar year.
3. Funding resources will be provided as part of the Teacher Quality Funds:
 - High Reliability Schools Level, 2 Certification
 - \$2,000 / building for a total of \$2,000

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Marzano Resources LLC. – Marzano High Reliability Schools Services for the 2021-2022 School Year.

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective August 25, 2021, Cedar Rapids Community School District (“Client”) and Marzano Resources LLC (“Marzano Resources”) agree that Marzano Resources will provide Marzano High Reliability Schools™ services in exchange for \$2,000.00 (USD). The parties agree as follows:

1. Services: Marzano Resources agrees that Client will participate in the High Reliability Schools™ program with the following services.

Service	Item	Qty.	Amount	Price
1.	Marzano High Reliability Schools™ Certification	1	\$2,000.00	\$2,000.00
	TOTAL			\$2,000.00

2. Compensation: Client will pay Marzano Resources a total contract amount of \$2,000.00 (USD). Client will pay Marzano Resources an initial payment of \$2,000.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Resources that result from Client’s delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for on-site professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client’s request.



8. Termination: If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Resources shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. Indemnity: Marzano Resources shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Resources' negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

11. Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. Nature of Contract: Client is engaging Marzano Resources' services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Client and Marzano Resources:

Cedar Rapids Community School District

Marzano Resources LLC

By:

Name: _____
Laurel A. Day

Title: _____
Board Secretary

Cedar Rapids Community School
District

2500 Edgewood Rd NW
Cedar Rapids, IA 52405

(319) 558-5505

Date: _____

By:

Name: _____
Julia Simms

Title: _____
Vice President, Marzano Resources

Marzano Resources LLC

12577 East Caley Avenue, Centennial,
CO 80111

303-766-9199 ext. 313

Date: _____



Exhibit A: Description of Services

Service: HRS services for Cedar Rapids Community School District

Cost: \$2,000.00

Description of Services:

1) **Marzano High Reliability Schools™ Certification**

This web-based certification program allows school teams to collect evidence and artifacts for a specific High Reliability Schools level. A Marzano Resources Associate/Author will serve as a reviewer and provide written feedback on the lagging indicator data, certification results, and proposed next steps via the Moodle online learner management system. Once the school has provided appropriate data and evidence, the reviewer will recommend them to be considered for certification. Final certification decisions will be made by a separate HRS certifier based on the data and evidence the school has provided. A school may only be active in one level at a time. If a school is working toward certification in multiple levels, access to subsequent levels will be provided upon certification of the preceding level. All responses to High Reliability Schools surveys will belong to Marzano Resources. See Exhibit B for list of schools. Subscription period ends one year from start date of the course.

Exhibit B: List of Schools**District Name: Cedar Rapids Community School District**

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	Level
Arthur Elementary School	2630 B Ave NE Cedar Rapids, IA 52402	Jennifer Nurre	319 558-1993 or 319.360.6777	jnurre@crschools.us	Level 2

CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, **including this page**, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

jonathon.lee@marzanosresources.com

Payments, including deposit checks, should be mailed directly to the Business Office:

**Marzano Resources, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404**

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Mailing
Address: _____

CONSENT AGENDA

BA-22-089 Agreement - Cedar Rapids Community School District and First Congregational United Church of Christ - Use of Facilities - 2021-2022 School Year (Eric Christensen)

Exhibit: BA-22-089.1-3

Action Item

Pertinent Fact(s):

The on-going Agreement provides for reciprocal parking for the Church's use at Johnson STEAM Academy and for Johnson Steam Academy's use of additional parking and use of facilities at the church.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District - Johnson STEAM Academy and First Congregational United Church of Christ for the use of facilities during the 2021-2022 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
FIRST CONGREGATIONAL UNITED CHURCH OF CHRIST
FOR USE OF FACILITIES**

THIS AGREEMENT is made and entered into on the 13th day of September 2021, by and between the Cedar Rapids Community School District (District) and First Congregational United Church of Christ (Church). The District and the Church agree as follows:

1. **PURPOSE.** The parties have entered into this Agreement for the purpose of the District providing additional parking to the Church at the District's Johnson STEAM Academy for the Church's programs and for the purpose of the Church providing use of its facilities for the District's Johnson STEAM Academy events.
2. **TERM.** The term of this Agreement shall be from the date it is executed by the parties to June 30, 2021.

3. **RESPONSIBILITIES OF THE PARTIES**

The Church shall.

- A. Jointly schedule with the District the Church's use of the District's facilities. The Church's use of the District's facilities shall not interfere with District's use of its facilities and shall be pursuant to the District's policies, rules, and regulations for the use of the District's facilities.
- B. Make any necessary repairs to District facilities caused by Church activities.
- C. Provide the principal of the District's Johnson STEAM Academy an initial schedule of the use of the Church's facilities and any revised use schedules as quickly as possible.
- D. Make the Church's facilities available for the District's use as set out in this agreement.
- E. Provide the District with use of the Church's facilities without cost.

The District shall:

- A. Jointly schedule with the Church the District's use of the Church's facilities. The District's use of the Church's facilities shall not interfere with Church's use of its facilities and shall be pursuant to the Church's policies, rules, and regulations for the use of the Church's facilities.
- B. Make any necessary repairs to Church facilities caused by District activities.
- C. Provide the Church an initial schedule of use of the District's facilities and any revised use schedules as quickly as possible.

- D. Make the District's facilities available for the Church's use as set out in this agreement.
- E. Provide the Church with use of the District's facilities without cost.

4. INSURANCE AND INDEMNIFICATION

- A. The Church will provide a certificate of insurance naming the District as additional insured for the Church's use of the District's facilities with general liability insurance limits of \$2,000,000 and a governmental immunity endorsement.
- B. The District will indemnify and hold harmless the Church from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.
- C. The Church will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the Church negligence or willful misconduct in the performance of its duties under this Agreement.

5. TERMINATION

This Agreement shall automatically terminate on June 30, 2022 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by March 15, 2022. If the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2021-22 school year consistent with the intent and agreement of the parties.

6. MISCELLANEOUS PROVISIONS.

- A. This Agreement contains the entire understanding between the District and the Church and cannot be changed or terminated orally, but only by an agreement in writing signed by the District and the Church.
- B. Should any paragraph or provision of this Agreement be declared illegal by a court of agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.
- C. There are no third party beneficiaries to this Agreement. The Agreement

is intended only to benefit the District and the Church.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

6. CONTACT PERSON

The Contact Persons set out below shall serve until the expiration of the Agreement or the designation of a substitute contact person. In the event that the Church Contact Person should change during the agreement, the Church shall contact the Office of Learning and Leadership (319-558-2247) to update their contact information. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The contact persons are as follows:

For the District:

For the Church:

Principal – Johnson STEAM Academy
Cedar Rapids Community School District
355 18th Street SE
Cedar Rapids, IA 52403
319-558-2174

Rev. Melanie Van Weelden
17th St. SE
Cedar Rapids, IA 52403
362-1926
melanie@firstchurchcr.org

Cedar Rapids Community School District

First Congregational United Church of Christ

By: _____
Board Secretary

By: 
Director

Date: _____

Date: 8/26/21

CONSENT AGENDA

**BA-22-090 Approval – Jefferson High School - Locker Room Upgrades – Change Order #2
(Jason Lietz/Jon Galbraith)**

Exhibit: BA-22-090.1-4

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$687,704.65 and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Garling Construction is requesting a Change Order in the amount of \$1,486.19, for a new contract amount of \$689,190.84.
 - COR 003 results from an unforeseen condition resulting in the addition of a fire alarm strobe and fixing a conflict with the top of the locker.
 - COR 004 results from an owner's request to caulk at the top of the resinous base.

Recommendation:

It is recommended that the Board of Education approve the Change Order #2 to Garling Construction for the Jefferson High School - Locker Room Upgrades.



AIA[®] Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2021-22 Locker Room Upgrades - Jefferson High School Cedar Rapids	CONTRACT INFORMATION: Contract For: General Construction Date: April 14, 2021	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: August 17, 2021
OWNER: <i>(Name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	ARCHITECT: <i>(Name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	CONTRACTOR: <i>(Name and address)</i> Garling Construction 1120 11th Street Belle Plaine, Iowa 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per COR 003 (attached)
 Fire Alarm Strobe & Top of Locker Conflict - ADD \$622.25

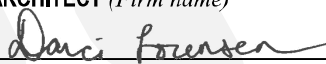
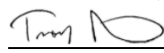
Per COR 004 (attached)
 Caulking at top of Resinous Base - ADD \$863.94

The original Contract Sum was	\$ 672,700.00
The net change by previously authorized Change Orders	\$ 15,004.65
The Contract Sum prior to this Change Order was	\$ 687,704.65
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,486.19
The new Contract Sum including this Change Order will be	\$ 689,190.84

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>	Garling Construction CONTRACTOR <i>(Firm name)</i>	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Darci Lorensen, Architect PRINTED NAME AND TITLE	Troy Pins PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
August 17, 2021 DATE	8-17-21 DATE	 DATE



General Contractors

5607 4th Street Ct SW • Cedar Rapids, IA 52404 • Phone: (319) 398-3340 319-444-3409 • Fax: (319) 398-3363 319-444-2437

COR #. 0003

CEDAR RAPIDS SCHOOL DIST	Date Monday, August 2, 2021
Project: CRCSD 21-22 Locker Room Jefferson Project #: 54161 cc: Superintendent R&R existing fire alarm strobe to be higher up wall and avoid conflict with new lockers (still within code height).	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00002	Fire Alarm & Locker conf.				581.000	5.0000	\$610.05
00002	2% Performance Bond						\$12.20

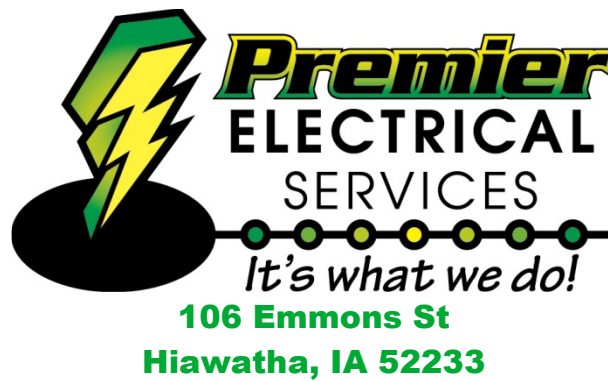
PROPOSAL SUMMARY

	\$610.05
Other Expense	\$12.20
Net Costs	\$622.25

Proposal Total **\$ 622.25**

~~PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER~~

Architect: x *Darci Founsen* **Date:** 8/4/2021
Owner: x *Jason Lietz* Jeff Portman **Date:** 08/03/201
CEDAR RAPIDS SCHOOL DIST, Owner
PM: x *[Signature]* **Date:** 08/02/2021
Shay C Hudachek, Project Manager



Price Quote

Date: August 2, 2021
Location: Jefferson High School
Attention: Shay Hudachek

Project description:

- **Demo existing fire alarm devices**
- **Trim down existing wire mold**
- **Refeed wires back down**
- **Reinstall fire alarm devices**

Estimated Total Cost: **\$581.00**

- 1. Price Quote includes labor during normal business hours of 7am-3:30pm.**
- 2. Thank you for the opportunity to quote this project!**
- 3. This Price Quote is good for 30 days.**

Gerald Mittan
Project Manager
Premier Electrical Services Co
319-551-2252 cell
319-393-4531 office
319-393-4532 fax
Gerald@premierelectricalservicesco.com
www.premierelectricalservicesco.com



General Contractors

5607 4th Street Ct SW • Cedar Rapids, IA 52404 • Phone: (319) 398-3340 319-444-3409 • Fax: (319) 398-3363 319-444-2437

COR #. 0004

CEDAR RAPIDS SCHOOL DIST	Date Monday, August 16, 2021
Project: CRCSD 21-22 Locker Room Jefferson	
Project #: 54161	cc: Superintendent
Caulk top of resinous base to wall with Dowsil 791 (silicone) or similar during normal working hours.	

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00003	Caulking Material	Material Expense			275.000	10.0000	\$302.50
00003	Labor	Labor Expense			495.000	10.0000	\$544.50
00003	2% Performance Bond	Other Expense					\$16.94

PROPOSAL SUMMARY	
Material Expense	\$302.50
Labor Expense	\$544.50
Other Expense	\$16.94
Net Costs	\$863.94

Proposal Total **\$ 863.94**

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x *Darci Lorensen* Date: 8/17/2021
Darci Lorensen, Architect

Owner: x *Jason Lietz* Date: 08/16/2021
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *Shay C Hudachek* Date: 08/16/2021
Shay C Hudachek, Project Manager

CONSENT AGENDA

BA-22-091 **Approval – Temporary Grading Easement - Washington High School
(Jon Galbraith)**

Exhibit: BA-22-091.1-3

Action Item

Pertinent Fact(s):

1. The City of Cedar Rapids is requesting a Temporary Grading Easement for the purpose of ADA improvements to the sidewalk and ramp on Cottage Grove Avenue SE. The proposed area for the easement is part of the exhibit.
2. The request for a Temporary Grading Easement will not have an impact on day-to-day activities at Washington High School.
3. The District is requesting one dollar in compensation for the temporary easement and is good until 30 days after the acceptance of the ADA sidewalk and ramp improvements.

Recommendation:

It is recommended that the Board of Education approve the Temporary Grading Easement at Washington High School.

TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this 13th day of September, 20 21, by Cedar Rapids Community School District, in the County of Linn, State of Iowa, OWNER, (hereinafter referred to as GRANTOR) of the following described property:

A part of the NE ¼ of the SW ¼ of Section 14, Township 83 North, Range 7 West of the Fifth P.M., City of Cedar Rapids, Linn County, Iowa

WHEREAS, the OWNER in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Rapids, (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to give the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable consideration duly paid and acknowledged.

See Attached Temporary Easement

THEREFORE, for the above consideration the GRANTOR hereby grants unto the GRANTEE the Easement and rights herein described, which Easement and rights shall be binding upon the GRANTOR, and

THEREFORE, the encroachment right will terminate 30 days after acceptance of the Cottage Grove Avenue SE Improvements project.

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Cedar Rapids Community School District, in the County of Linn, State of Iowa:

Board Secretary

Board President

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____ } ss:

On this ____ day of _____, A.D. 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known
or _____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

Notary Public in and for the State of _____

(SEAL)

CAPACITY CLAIMED BY SIGNER:

INDIVIDUAL
CORPORATE
Titles of Corporate Officer(s):

Corporate Seal is affixed
No Corporate Seal procured
PARTNERSHIP: Limited General
ATTORNEY-IN-FACT
EXECUTOR(s) or TRUSTEE(s)
GUARDIAN(s) or CONSERVATOR(s)
OTHER: _____

SIGNER IS REPRESENTING:

Names of entity(ies) or person(s)

Prepared by Wesley Shimp, 411 6th Avenue SE, Suite 400, Cedar Rapids, IA 52401 • Phone: 319-365-9565

TEMPORARY EASEMENT

EXHIBIT 44-T

TEMPORARY CONSTRUCTION EASEMENT BEING CONVEYED TO THE CITY OF CEDAR RAPIDS
COTTAGE GROVE AVENUE SE IMPROVEMENTS
2205 FOREST DRIVE SE
PARCEL 44

LEGAL DESCRIPTION:

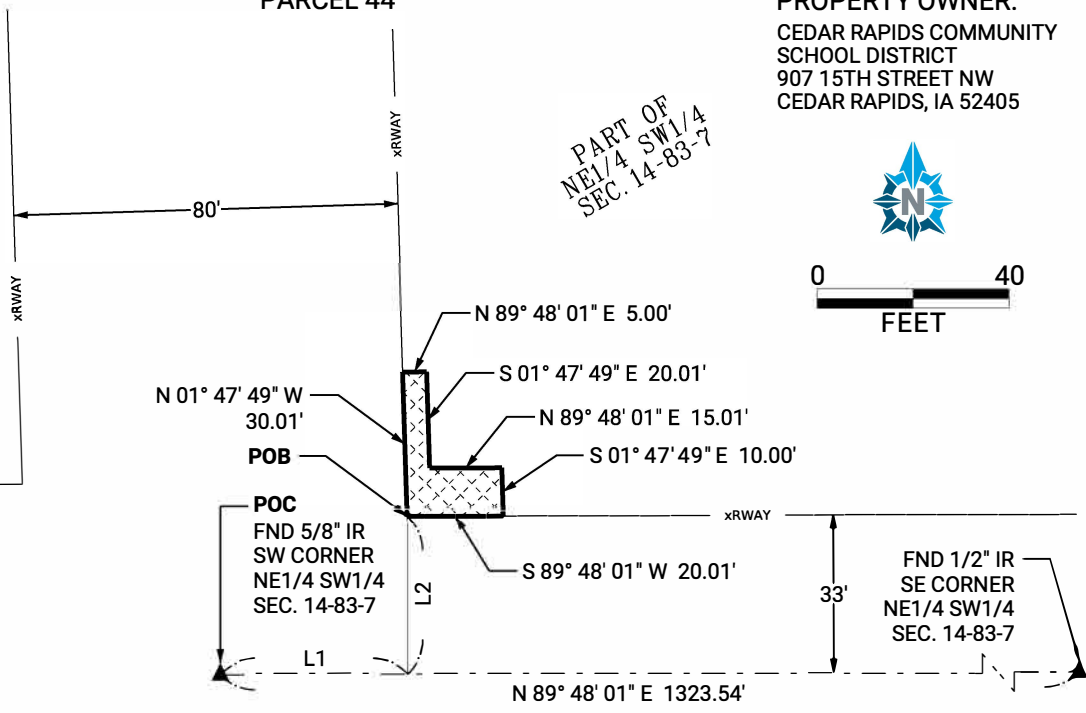
A PARCEL OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 14, THENCE NORTH 89° 48' 01" EAST, 39.07 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 00° 11' 59" WEST, 33.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF FOREST DRIVE SE, ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 01° 47' 49" WEST, 30.01 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 89° 48' 01" EAST, 5.00 FEET; THENCE SOUTH 01° 47' 49" EAST, 20.01 FEET; THENCE NORTH 89° 48' 01" EAST, 15.01 FEET; THENCE SOUTH 01° 47' 49" EAST, 10.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF COTTAGE GROVE AVENUE SE; THENCE SOUTH 89° 48' 01" WEST, 20.01 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

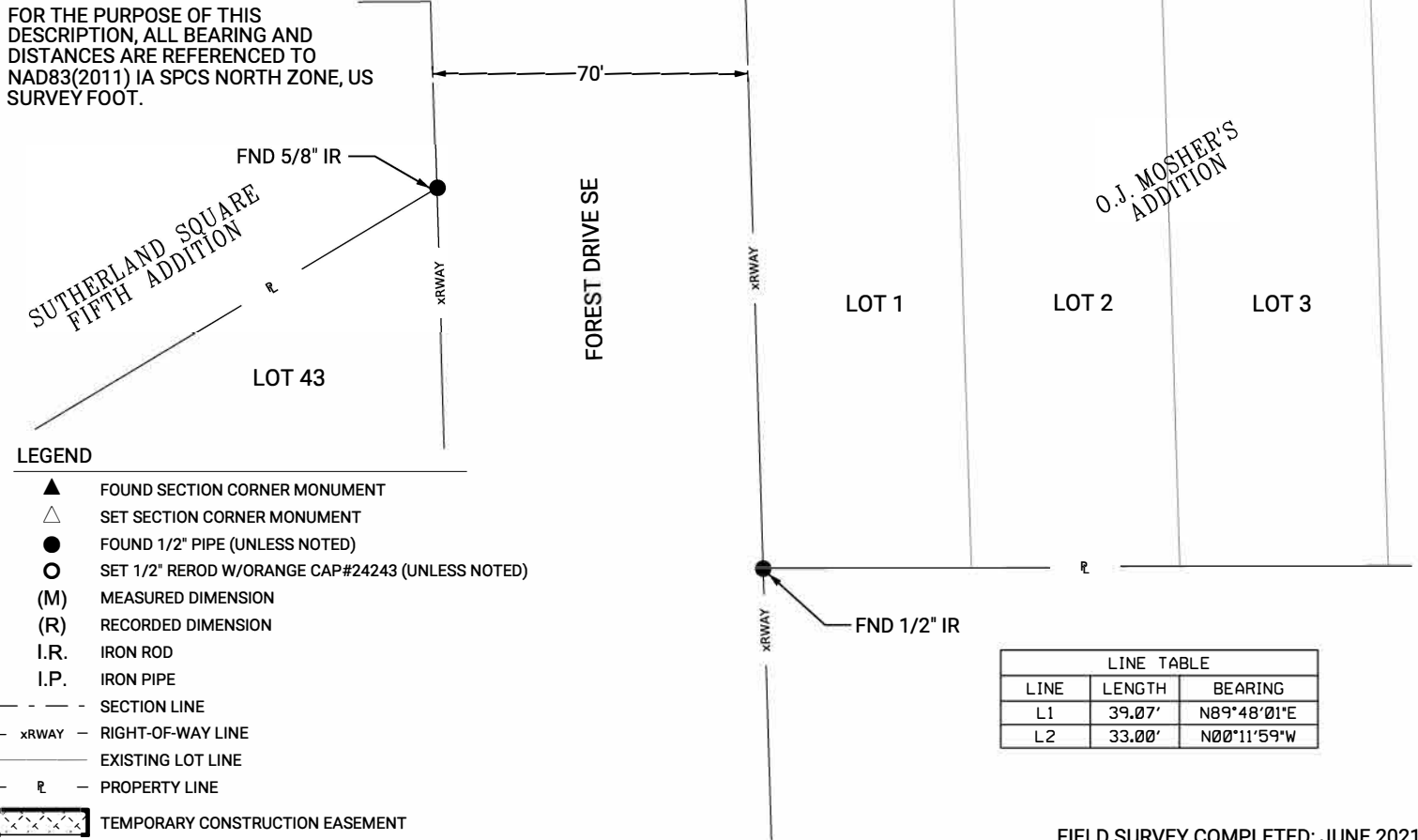
SAID TRACT CONTAINS 300 SQUARE FEET OR 0.01 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES ARE REFERENCED TO NAD83(2011) IA SPCS NORTH ZONE, US SURVEY FOOT.

PROPERTY OWNER:
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
907 15TH STREET NW
CEDAR RAPIDS, IA 52405



COTTAGE GROVE AVENUE SE



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND 1/2" PIPE (UNLESS NOTED)
- SET 1/2" REROD W/ORANGE CAP#24243 (UNLESS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORDED DIMENSION
- I.R. IRON ROD
- I.P. IRON PIPE
- - - SECTION LINE
- xRWAY - RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- R - PROPERTY LINE
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L1	39.07'	N89°48'01"E
L2	33.00'	N00°11'59"W

FIELD SURVEY COMPLETED: JUNE 2021

SURVEY FOR:
CITY OF CEDAR RAPIDS
500 15TH AVENUE SW
CEDAR RAPIDS, IA 52404
PHONE: (319) 286-5802



SHEET
1 OF 1

CONSENT AGENDA

BA-22-092 **Approval – New Elementary at the Jackson Elementary School (Maple Grove) Site Project - Change Order #2 (Jon Galbraith)**

Exhibit: BA-22-092.1

Action Item

Pertinent Fact(s):

1. Rinderknecht Associates, Inc., is the contractor for the project with a contract amount of \$19,984,642.25, and the source of funding is the Secure an Advanced Vision for Education fund (SAVE).
2. Rinderknecht Associates, Inc., is requesting a Change Order in the amount of \$77,608,71, for a new contract amount of \$20,062,250.96.
 - COR 003.1 results from an unforeseen condition resulting in code review revisions.

Recommendation:

It is recommended that the Board of Education approve Change Order #2 to Rinderknecht Associates, Inc., for the New Elementary at the Jackson Elementary School (Maple Grove) Site Project.



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 20220000 1300 38 th St NW Cedar Rapids, IA 52405	CONTRACT INFORMATION: Contract For: New Elementary at the Jackson Site Date: February 8, 2021	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: August 30, 2021
OWNER: <i>(Name and address)</i> Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, IA 52405	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 5 th Ave. SE, Suite 201 Cedar Rapids, Iowa 52401	CONTRACTOR: <i>(Name and address)</i> Rinderknecht Associates, Inc 1000 29 th Ave SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


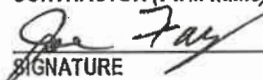
CO 003.1 Code Review \$77,608.71
Total: \$77,608.71

The original Contract Sum was	\$ 19,973,000.00
The net change by previously authorized Change Orders	\$ 11,642.25
The Contract Sum prior to this Change Order was	\$ 19,984,642.25
The Contract Sum will be increased by this Change Order in the amount of	\$ 77,608.71
The new Contract Sum including this Change Order will be	\$ 20,062,250.96

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects ARCHITECT <i>(Firm name)</i>  SIGNATURE	Rinderknecht Associates CONTRACTOR <i>(Firm name)</i>  SIGNATURE	Cedar Rapids Community School District OWNER <i>(Firm name)</i> SIGNATURE
Chad Schumacher PRINTED NAME AND TITLE 8.30.2021 DATE	Joe Fay PRINTED NAME AND TITLE 9-1-2021 DATE	Laurel Day - Board Secretary PRINTED NAME AND TITLE DATE

CONSENT AGENDA

**BA-22-093 School Improvement Advisory Committee Membership – 2021-2022 School Year
(Nicole Kooiker)**

Exhibit: BA-22-093.1

Action Item

Pertinent Fact(s):

The School Improvement Advisory Committee (SIAC) is a Board-Appointed Committee, required by Iowa Code, and serves an important purpose for CRCSD. The Committee is represented by a wide and diverse group of community and District stakeholders. The membership requires Board approval.

Recommendation:

It is recommended that the Board of Education approve the School Improvement Advisory Committee Membership for the 2021-2022 School Year.

SIAC Team Member 2021-2022

Parent Representation:

Nic Hartmann	Parent
Bridgette Williams Robinson	Parent
Cheri Smith	Parent
Akim Nilausen	Parent
Trish Lokmer	Parent
Megan Heims	Parent
Victoria Torres	Parent
Lamar Wall	Parent
Shawn Grady	Parent
Michele Sandberg	Parent
Chandra Hayes	Parent
Destiny Thurmon	Parent
Alison Kramer	Parent
Tamaica Fields	Parent
Carrie Wickham	Parent
Maryann Ellis	Parent
Tara Kelsey	Parent
Jillian Sandersfeld	Parent
Tomi Fuchs	Parent
Laura MacKenzie	Parent
Flora Williams	Parent
Karl Cassell	Parent
Gretchen Paricka	Parent
Anna Patty	Parent
Amy Kuennen	Parent
Erica Diehl	Parent
Abby Stern	Parent
Michael Brown	Parent
Paly Afridi	Parent
Andrew and Erin Boone	Parent
Angie Brunow	Parent
Thielen, David	Parent
Brian Meyer	Parent
Jessica Gosch	Parent

Staff Representation:

Katherine Ryan	Garfield Elementary
Elizabeth Birdsley	Cleveland Elementary
Eric Christenson	ELSC
Craig Barnum	ELSC
Sha Hall	Erskine Elementary
Paul Hayes	ELSC
Michelle Kruse	Roosevelt Middle School
Trace Pickering	Iowa BIG
Jessica Westercamp	Grant Wood Elementary
Ryan Rydstrom	ELSC
Adam Zimmermann	ELSC
Wendy Parker	ELSC
Maura Pilcher	Grant Wood Elementary
Nicole Kooiker	ELSC
Jill Nunez	Johnson
Bernhard, Sarah	Wilson Middle School
Barb Hanson	ELSC
Eriece Colbert	ELSC
Madison Rydstrom	ELSC
Gretchen Lawyer	ELSC
Chanelle Thomas	ELSC
Rachel Collins	Staff
Heather Zwanziger	Staff
Justin Blietz	Staff
Anne Bradford	Staff

Student Representation:

Nzobaho Ngirweneza	Washington High School
Danny Levy	Washington High School
Samuella Kasha	Kennedy High School
Trisha Freytag	Kennedy High School
Johanne Foltz	Kennedy High School
Addison Swartzendruber	Kennedy High School
James Thompson	Franklin Middle School
Amanda Beckett	Jefferson High School

Community Representation:

Spivey, Daryl	Community Member
Damro, Emily	Community Member
Twedt-Ball, Clint	Community Member
Wall, Doug	Community Member
Ryan, Mariann	Community Member
Galligan, Kate	Community Member
Webb, Royshaun	Community Member
Dr. Ruth White	Community Member
Eric Thompson	Community Member
Derrick Doolin	Community Member
Shelby Humbles	Community Member
Jenny Schulz	Community Member
Lawrence Wendawski	Community Member
Grace King	Community Member

CONSENT AGENDA

BA-22-094 Teacher Quality Committee Appointments - 2021-2022 School Year (Nicole Kooiker)

Action Item

Pertinent Fact(s):

1. State law (SF 277) requires School Districts to create a Teacher Quality Committee. The committee shall have equal representation of administrators and teachers. The teacher members shall be appointed by the certified employee organization if one exists, and if not, by the School District's or Agency's Administration. The administration members shall be appointed by the School Board.
2. Administration recommends that the Board approve the appointment of the following for the Teacher Quality Committee for the 2021-2022 School Year: Nicole Kooiker (Deputy Superintendent) and is a non-voting member, Kent Ryan (Director, Culture Climate Transformation), Nick Duffy (Principal, Jackson ES), Tammi Kuba (Principal, Truman ES), Ryan Rydstrom (Director, Access and Instructional Design).
3. Per the law, the committee shall do the following:
 - (1) Monitor the implementation of the requirements of statutes and administrative code provisions relating to Chapter 284, including requirements that affect any agreement negotiated pursuant to chapter 20.
 - (2) Monitor the evaluation requirements of Chapter 284 to ensure evaluations are conducted in a fair and consistent manner throughout the school district.
 - (3) Determine the use and distribution of the professional development funds distributed to the school district or agency as provided in section 257.9, subsection 10, or section 257.10, subsection 10, based upon school district or agency, attendance center, and individual teacher and professional development plans.
 - (4) Monitor the professional development in each attendance center to ensure that the professional development meets school district or agency, attendance center, and individual professional development plans.
 - (5) Ensure the agreement negotiated pursuant to Chapter 20 determines the compensation for teachers on the committee for work responsibilities required beyond the normal workday.

Recommendation:

It is recommended that the Board of Education approve the appointments of Nicole Kooiker, Kent Ryan, Nick Duffy, Tammi Kuba, and Ryan Rydstrom as Board Representative Members of the Teacher Quality Committee for the 2021-2022 School Year.

CONSENT AGENDA

BA-22-095 **Agreement – Cedar Rapids Community School District and The Cedar Rapids Museum of Art - 2021-2022 School Year (John Rice)**

Exhibit: BA-22-095.1-2

Action Item

Pertinent Facts:

1. The on-going Agreement with the Cedar Rapids Museum of Art for the purpose of delivering, reinforcing and enriching District curriculum through art collaborative program with art museum tours.
2. The Art Museum will provide free museum visits for District art classes, one grade level per school, in a project titled: CREATE (Cedar Rapids Art Tour Exchange). The Art Museum will provide materials to support the visit for classroom use prior to the visit.
3. The District agrees to have school art teachers make initial arrangements with the Art Museum specifying a CREATE educational project. The District agrees to provide busing expenses.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and The Cedar Rapids Museum of Art for the 2021-2022 School Year.

SCHOOL/COMMUNITY PARTNERSHIP AGREEMENT
Between
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
And the
CEDAR RAPIDS MUSEUM OF ART
2021-2022

WHEREAS, the Cedar Rapids Community School District (CRCSD), hereinafter referred to as DISTRICT and the Cedar Rapids Museum of Art (CRMA), hereinafter referred to as Art Museum, desire to enter into an Agreement for the purpose of delivering, reinforcing, and enriching the DISTRICT academic curriculum through the following activities:

Art Collaborative Program
With Art Museum Tours

PURSUANT to Chapter 28E. Code of Iowa, permitting a local school district to enter into cooperative agreement with private agencies.

NOW THEREFORE IS AGREED:

I. The ART MUSEUM shall provide the following services to the DISTRICT:

A. Free museum tour for district art classes (One Grade Level Per School) Project Title CREATE (Cedar Rapids Art Tour Exchange)

This shall include:

1. Docent led tours and open galleries to appropriate exhibitions (group size limits may vary with COVID safety restrictions).
2. Other activities to be determined by art teachers and schools in collaboration with the museum staff (i.e. scavenger hunts, artwork information, discussions, etc.).
3. Optional visit to Grant Wood Studio at 5 Turner Alley (group size limits may vary with COVID safety restrictions).
4. Free admission for students, staff and adult volunteers during the visits.

B. Materials pertaining to the visit

C. Docent and volunteer-led tours, if requested.

II. The DISTRICT shall be responsible for the following services:

A. The school's art teacher(s) shall make initial arrangements and must specify that they are organizing a CREATE tour.

B. Busing for all district elementary schools to bring one grade level of classes along with the art teacher, classroom teachers and adult volunteers. Tour times may vary, arrangements to be made with museum staff. A limited number of parents may be invited to accompany students for this tour to maximize family involvement. For those students with multi-grade classes, the school may choose to attend with two grade levels every other year, or bring one grade level (part of the classes) every year. All other trips or options are at the schools' expense.

- C. A substitute teacher (if necessary) to cover classes of art teacher to attend the field trip with his/her students.
- D. Staff and volunteer screening (Information available upon request).
- E. Appropriate preparation of students for the visit and follow-up activities. Art teachers should provide instructional preparation, attend and assist with the visit and follow-up in the school with creative responses. Curriculum goals are the responsibility of art teacher and district. The art museum will provide necessary pre-visit prep materials, including parking information, museum etiquette and chaperone instructions; this information should be shared with bus drivers and all adults attending the trip.
- F. Art teachers will obtain photo permissions/restrictions from parents when sending CREATE tour notification information.

III. Financial obligations: No payments are required to or from either party.

- A. Each party funds its own services and responsibilities.

The duration of the agreement shall be September 1st, 2021 - June 30th, 2022.
No real or personal property shall be acquired in this joint venture.

Non-Discrimination Policy

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. Questions or a grievance related to this policy should be directed to Nicole Kooiker, Executive Director of Equity 319-558-2000; nkooiker@cr.k12.ia.us. The District mailing address is 2500 Edgewood Rd NW, Cedar Rapids, 1A 52405-1015.

The following signatures denote agreement and acceptance of the preceding conditions and services.

FOR Cedar Rapids Museum of Art

FOR Cedar Rapids Community School District

Executive Director

President, Board of Directors

Date

Date

Cedar Rapids Museum of Art
410 3rd Ave SE
Cedar Rapids, Iowa 52401

Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

Agreement prepared by: Kristina Dvorak, CRCSD 9-12 Visual Arts Content Lead

CONSENT AGENDA

BA-22-096 **Agreement - Cedar Rapids Community School District and Edgenuity Inc. - 2021-2022 School Year (Craig Barnum)**

Exhibit: BA-22-096.1

Action Item

Pertinent Fact(s):

The Agreement reflects additional licensing for Edgenuity course-ware content. The new courses would be used to support asynchronous learning for elementary students in order to provide additional remote learning options for families. The Agreement also includes on-demand professional learning for CRCSD staff and consumable materials.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Edgenuity Inc. for the 2021-2022 School Year.



Edgenuity Inc.
 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

BA-22-096.1
 Page 1 Price Quote for Services
 CEDAR RAPIDS COMMUNITY SCHOOLS
 Cedar Rapids IA
 Account Number 64092
 Quote Number 216181
 Total \$38,750.00
 Date 8/27/2021

Payment Schedule	Contract Start	Contract End
Net 30	8/1/2021	8/31/2022

Site	Description	Comment	End Date	Per Unit Cost	Qty	Cost
	Elementary Single User (Content only) - One Semester (18 week), up to 6 courses. Includes all Workbooks (non-refundable, 4 core courses) (14 day drop/add grace period)		08/31/2022	\$675.00	50	\$33,750.00
	IS Professional Development Essentials - Access to asynchronous training video library, Virtual School Resources, live and asynchronous options. Up to 6 ISPD Webinars OR 2 onsite days		08/31/2022	\$5,000.00	1	\$5,000.00

1. CEDAR RAPIDS COMMUNITY SCHOOLS

Subtotal	\$38,750.00
Total	\$38,750.00

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

CEDAR RAPIDS COMMUNITY SCHOOLS

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Edgenuity Inc. Representative

Tosha Vogel
 Account Executive IA, ND, SD
 TEL 602.881.7911
 EMAIL tosha.vogel@edgenuity.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.

CONSENT AGENDA

BA-22-097 **Agreement – Cedar Rapids Community School District and Instructure (Canvas) – 2021-2022 School Year (John Rice)**

Exhibit: BA-22-097.1

Action Item

Pertinent Fact(s):

1. The on-going Agreement with Instructure (Canvas) provides for a learning management system and curriculum portal for all Cedar Rapids Community School District students and teachers.
2. Instructure (Canvas) will provide an individual license for all students and teachers in the Cedar Rapids Community School District.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Instructure (Canvas) for the 2021-2022 School Year.



Invoice

Instructure, Inc.
6330 South 3000 East, Suite 700

Date	Invoice #
11-Aug-2021	INV371689

Salt Lake City, Utah 84121
United States
ar@instructure.com

Bill To
Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids IA 52405

To ensure proper payment application, please follow remit instructions below and include the invoice number.

Remit Check:
Dept CH 16968
Palatine, IL 60055-6968

Remit ACH/Wire:
Silicon Valley Bank
3003 Tasman Dr, Santa Clara, CA 95054
ABA: 121140399
Account: 3300926617
International Swift: SVBKUS6S

Terms	Due Date	Ordered By	PO #	Sales Rep	Collection Rep
Net 30	10-Sep-2021	John Rice		93 Larsen, Linda	2786 Boyland, London

Description	Start Date	End Date	Qty	Unit Price	Amount
Canvas Cloud Subscription	02-Sep-2021	01-Sep-2022	12,000	\$6.05	\$72,600.00

Subtotal	\$72,600.00 USD
Tax Total @ rate of 0 %	\$0.00 USD
Total	\$72,600.00 USD
Amount Applied	\$0.00 USD
Amount Due	\$72,600.00 USD

Laurel A. Day Date

CONSENT AGENDA

BA-22-098 Agreement – Cedar Rapids Community School District and Involta LLC. – Off-site Backup Services – 2021-2024 School Years (Jeff Lucas/Carissa Jenkins)

Exhibit: BA-22-098.1-6

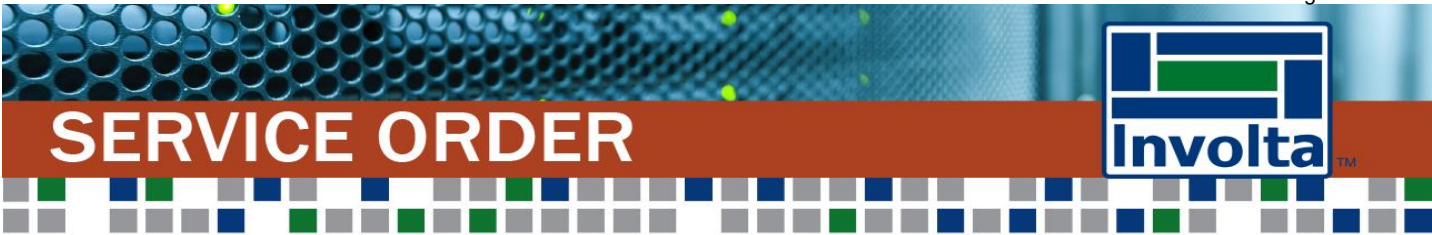
Action Item

Pertinent Fact(s):

1. The District currently has a data backup services with Involta and this Agreement shifts the arrangement to provide greater flexibility and additional service options, while allowing us to continue to house data backups.
2. A co-location arrangement within Involta’s data center also allows the District to house redundant server and network services in addition to data backups in a location designed for highly reliable service. Currently we house many of our backup systems at Washington High School in a space not designed to support this type of equipment.
3. Our own fiber optic network with the JCN runs directly to this facility and presents network speed advantages other data centers are not able to cost-effectively meet.
4. Having a district network presence in this building also provides additional strategic advantages with our primary ISP and adds greater flexibility in adding a secondary ISP via the multiple other ISPs who are connected into this data center.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Involta LLC. - Off-Site Backup Services for the 2021-2024 School Years.



SERVICE ORDER



PREPARED FOR:

Account Name Cedar Rapids Community Schools
Contact Name Jeff Lucas
Billing Address 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405
MSA Number MSA201505111808
Contract Term 36 Months
Account Number 0000002301

SERVICE ORDER #

Proposal Name 1 Colo Cabinet
Date 8/31/2021

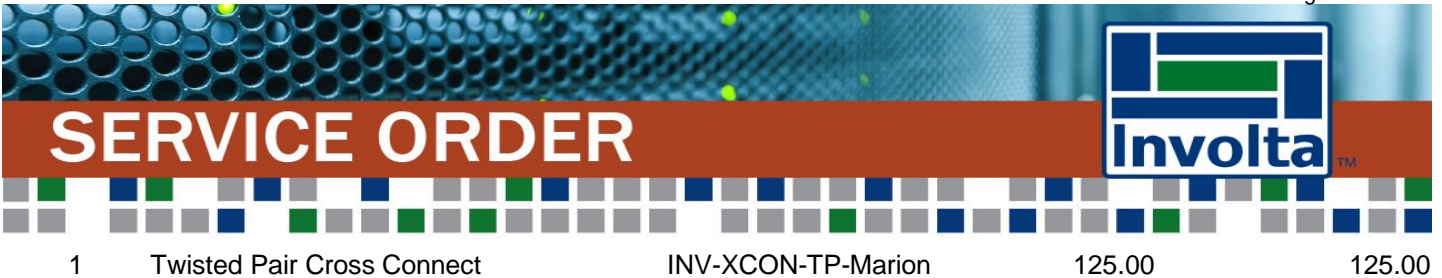
Q-00017881

Account Manager Paul Neuhaus
Phone (319) 551-2029
Email pneuhaus@involta.com

I. SERVICES:

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Colo Cabinet	INV-CAB-General Population-42-Marion	900.00	900.00
1	Colo Power Circuit	INV-PWR-208 VAC / 30 Amp 1 Phase-Primary-Marion	478.00	478.00
1	Colo Power Circuit	INV-PWR-208 VAC / 30 Amp 1 Phase-Supplementary-Marion	335.00	335.00
2	10/100/1000 Internet Network Port	INV-PORT-INT-Marion	75.00	150.00
100	ION High Availability Internet per Mbps	INV-INT-Marion	3.00	300.00
1	ION IP Block	INV-IPB-8 IP addresses-Marion	27.00	27.00
2	Fiber Pair Cross Connect	INV-XCON-FP-Marion	125.00	250.00
1	Twisted Pair Cross Connect	INV-XCON-TP-Marion	35.00	35.00
			Monthly Recurring Charges	2,475.00

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
1	Colo Cabinet	INV-CAB-General Population-42-Marion	900.00	900.00
1	Colo Metered Power Module	INV-PBR-208 VAC / 30 Amp 1 Phase-L6-30R-Primary-Marion	1,008.00	1,008.00
1	Colo Metered Power Module	INV-PBR-208 VAC / 30 Amp 1 Phase-L6-30R-Supplementary-Marion	1,008.00	1,008.00
2	10/100/1000 Internet Network Port	INV-PORT-INT-Marion	125.00	250.00
2	Fiber Pair Cross Connect	INV-XCON-FP-Marion	225.00	450.00



1	Twisted Pair Cross Connect	INV-XCON-TP-Marion	125.00	125.00
			Non-Recurring Charges	3,741.00

USAGE CHARGES ABOVE COMMITTED AMOUNT:

Internet bandwidth in the above scope is on a fixed billing model. If Client wants to move onto a burstable billing model, please contact your Involta Sales Representative.

II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

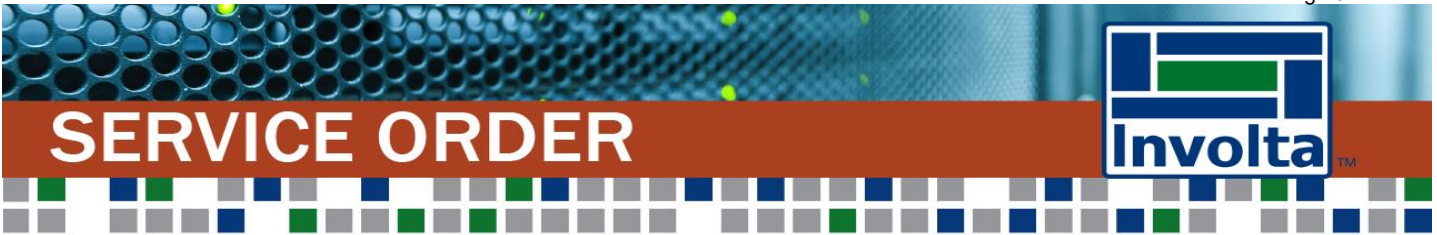
Involta is providing colocation space, electrical power, Internet bandwidth, IP block and facility cross connects as per scoping conversations with Client. If Client needs to adjust the quantities of the above listed items in Section I. "Services", please contact your Involta Sales Representative.

Involta to provide electrical outlets above cabinet(s), Client to provide and install PDU outlet strips inside cabinet(s). Client will need L6-30P twist lock plugs on their PDU's.

Involta will provide Tier I support services for simple tasks (i.e. reboots, check equipment status lights, etc). Involta will include a maximum of 10 incidents per month (of 15 minutes or less per individual task) at no charge during normal business hours. Additional remote services provided will be billed monthly on a time and expense basis.

Cabinet First Right of Refusal:

Client shall have the first right and option ("Option") to purchase cabinet "F22" (as so defined by Involta operations ("Option Space") at the Marion Data Center, subject to the conditions set forth herein. During the term of this Service Order, Involta may notify Client in writing (including email) ("Notice") of Involta's desire and intention to use the Option Space ("Claimed Space"), to provide services to a third-party. Client shall have seventy-two (72) hours after the date of said Notice in which to exercise the Option for the Option Space, in writing (including email). If Client exercises its Option for the Claimed Space, the parties shall execute a Service Order for the Claimed Space on then-current terms, within ten (10) business days. If Client does not exercise its Option for the Claimed Space, Client's Option shall terminate with respect to the Claimed Space, and Involta shall be free to sell the Option Space to the third-party.



B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

Start Date: 10/1/2021

III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

IV. TERM and TERMINATION:

A. This Service Order is made effective as of the last date shown in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.

B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").

C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").

D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year term at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").

SERVICE ORDER



E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

V. INVOICING; PAYMENT TERMS:

- A. *Invoicing.* Except as expressly provided in Section II above, Involta shall invoice Client as follows:
- i. Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
 - ii. Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
 - iii. Hardware shall be invoiced when shipped; and
 - iv. In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.
- B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

VI. TERMS & CONDITIONS:

- A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.
- B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at <http://sd.involta.com>, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.
- C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective date of this Service Order. In the

SERVICE ORDER



event information changes, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

VII. SUPPLEMENTAL SERVICES:

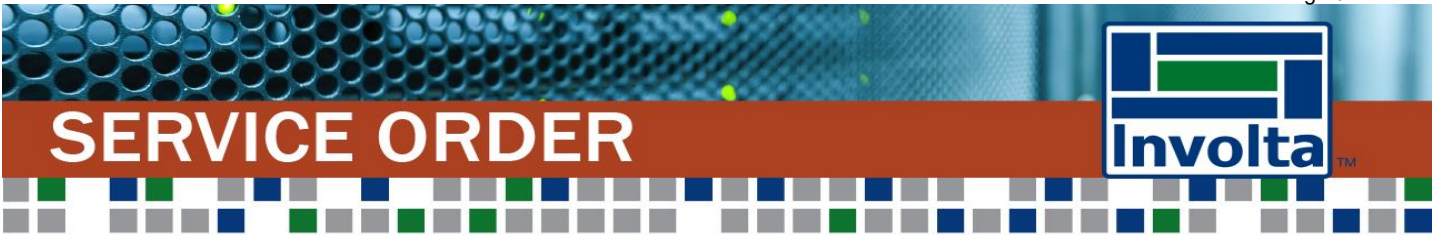
A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis, when requested and authorized by the Authorized Client Representative. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15th and last business day of each month. Fee schedule will be based on the then current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

[The remainder of this page was intentionally left blank. Signature page follows.]



IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

Customer (legal name): Cedar Rapids Community Schools	Involta, LLC
Individual signing:	Individual signing:
Signature:	Signature:
Title:	Title:
Signing date:	Signing date:
Purchase Order #:	
Email (for Notice of Service Start Date):	

CONSENT AGENDA

BA-22-099 Agreement - Cedar Rapids Community School District and Kirkwood Community College for Concurrent Enrollment Courses - 2021-2022 School Year (John Rice)

Exhibit: BA-22-099.1-8

Action Item

Pertinent Fact(s):

The District will continue to offer Kirkwood Community College courses onsite for the 2021-2022 School Year. The Agreement afford students with an opportunity to enroll in Alternative Concurrent Contracted Classes (formerly Post-Secondary Enrollment Option-PSEO) during the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Kirkwood Community College for Concurrent Enrollment Courses during the 2021-2022 School Year.

Student Proficiency Standards for Participation in Concurrent Enrollment Programs

In response to the most recent guidance from the Iowa Department of Education on July 14, 2020, Kirkwood Community College, in collaboration with K-12 partners, has developed a list of multiple measures of proficiency for each district to consider adopting. These measures only come into play when high school students choose to enroll in concurrent enrollment Liberal Arts classes. This does not apply to participation in Career and Technical Education concurrent enrollment classes.

1. Proficiency in the corresponding content area on most recent Iowa Statewide Assessment of Student Progress (ISASP) test.
2. A rating of Average (41st – 60th percentile) or higher on most recent district administered Measures of Academic Progress (MAP) test.
3. A High School GPA of 2.8 or greater
 - a. Students who have a GPA lower than 2.8 but have earned a 3.0 GPA (or higher) in recent content specific classes
 - b. For Sophomores, Kirkwood would recommend at least a 3.3 GPA (or higher).
4. Proficiency in previous corresponding course work during Freshman and Sophomore year.
 - Based on a standards-based grading system, this would be a score of a “3” or “4” which indicates proficiency in most standards-based grading systems
 - In a traditional grading system, this would be a grade in the “B” range or higher
5. Proficiency on ACT Assessment
 - a. English/Writing = 18
 - b. Reading = 18
 - c. Math = 19
6. Proficiency on SAT Assessment
 - a. English/Writing = 430
 - b. Math = 510
7. Proficiency on Accuplacer and/or ALEKS

Accuplacer: Kirkwood is moving away from using Accuplacer as a placement measure to determine readiness for English or other Writing classes

ALEKS = 30% or higher

8. 9th or 10th graders identified as gifted and talented according to code.
9. Student success in Advanced Placement or other Concurrent Enrollment classes.
10. Discipline specific high school instructor recommendation. For example: student wishes to enroll in college level history course, high school social science instructor would provide the recommendation. Instructors can use the Indicators of Success in Concurrent Enrollment Rubric as a resource if they choose.

Indicators of Success in Concurrent Enrollment Rubric				
Indicator of Success in Concurrent Enrollment Coursework:	3 – Definite demonstrated success	2 – Some demonstration toward success	1 – Limited demonstration toward success	N/A
Self-Discipline				
Class attendance				
Successfully completes related high school coursework				
Meets deadlines when applicable				
Personal Traits and Disposition				
Demonstrates respect for others and others' learning				
Exhibits intellectual curiosity and openness to new ideas				
Honest and ethical/no past instances of plagiarism				
Maturity				
Demonstrates self-advocacy and communication of academic needs				
Takes responsibility for their learning and academic success				
Ability to manage time effectively				
Total Score				

Score of 24-27 = Strong likelihood of concurrent enrollment success | 18-23 = Moderate likelihood of success | 17 or lower = Low likelihood

11. Other criteria as stated by the Iowa Department of Education in their guidance dated July 14, 2020

Additional information specific to participation/placement into ENG-105 - Composition I through Concurrent Enrollment

Kirkwood is in the process of moving towards a new placement protocol. Additional material and resources will be provided once this process has been formally approved and adopted by Kirkwood Community College. Until that time, the following recommendations that were adopted in the spring, 2020 are still in place.

For Placement into Composition I, Kirkwood strongly recommends...

- A High School GPA of 3.0 or greater. High School GPA is our greatest predictor of student success.
 - For Sophomores, Kirkwood would recommend at least a 3.3 GPA (or higher).
 - Students who have a GPA lower than 3.0 but have earned a 3.5 GPA (or higher) in recent English/Language Arts classes can be considered for Concurrent Enrollment
- (If applicable) ACT score of 18 or higher. This can be a valuable supplemental point of data to determine a student's readiness for Composition I.
- We also recommend looking at student-success in Advanced Placement or other Concurrent Enrollment classes (if applicable). Students who have found success in AP or other Concurrent Enrollment classes tend to succeed in our Composition I class.

If you are a:	And your HS GPA is at least:	Recommended Placement
Rising Junior	3.3 ¹	Composition I
Rising Senior	3.0 ¹	Composition I

¹Students with a GPA lower than what is listed but who have earned a 3.5 GPA (or higher) in recent English/Language Arts classes can be considered for Concurrent Enrollment.

EXHIBIT B: REGIONAL CENTER/SHARED PROGRAMS

**2021-2022 ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP – KIRKWOOD LINN COUNTY REGIONAL CENTER**

School District: Cedar Rapids Community School District

LINN COUNTY REGIONAL CENTER (PLEASE CHOOSE ONE)

- District elects to enroll in the Linn Regional Program.
- District declines to enroll in the Linn Regional Program.
- District elects to enroll in the Linn Regional Program except those indicated below (district can strike through courses they do not wish to contract)

Courses Offered for 2021-2022 School Year

Advanced Manufacturing & Welding Academy - CTE	Course	Credits	Tuition	Fees
Introduction to Safety and Health for Welders SENSE1	WEL-228	1	\$186	\$25
Intro to Fabrication	WEL-208	2	\$372	\$90
CNC Machine Tool Ops	MFG-394	4	\$744	\$209
Gas Metal Arc Welding Short Circuit Transfer: SENSE1	WEL-244	2	\$372	\$90, \$225 test fee
Gas Metal Arc Welding Spray Transfer: SENSE1	WEL-245	2	\$372	\$90
Gas Tungsten Arc Welding for Carbon Steel: SENSE1	WEL-251	2	\$372	\$90, \$225 test fee
NIMS Certification Exams				\$125
PLTW Computer Integrated Manufacturing* CIM	EGT-450	3	\$558	\$59
Architecture, Construction & Eng. Academy - CTE				
Workbase Learning: Industrial Tech	WBL-148	3	\$558	
Job Seeking Skills	SDV-135	1	\$186	
Structures of Mechanical, Electrical and Plumbing	CON-313	3	\$558	\$51
Construction Lab	CON-190	3	\$558	\$85
Architectural Plans and Specs	CON-101	3	\$558	\$30
Arts & Science Pre-Liberal Arts Academy/Pick&Choose (student choice of 4 general education courses)				
Composition I	ENG-105	3	\$558	
Composition II	ENG-106	3	\$558	
Fundamentals of Oral Communication	SPC-101	3	\$558	
Introduction to Psychology	PSY-111	3	\$558	
Fundamentals of Oral Communication	SPC-101	3	\$558	
Art Appreciation	ART-101	3	\$558	
US History to 1877	HIS-151	3	\$558	
Intro to Human Services	HSV-109	3	\$558	
Popular Culture	HUM-142	3	\$558	
Statistics	MAT-157	4	\$744	
US History Since 1877	HIS-152	3	\$558	
Principles of Macroeconomics	ECN-120	3	\$558	
Career Decision Making	SDV-170	3	\$558	
Forms of Lit Fiction	LIT-206	3	\$558	

Computer Programming and Software Dev. - CTE				
Introduction to Programming Logic	CIS-121	3	\$558	
Fundamentals of Web Programming	CIS-207	3	\$558	
Java I	CIS-171	3	\$558	
Client –Side Scripting	CIS-280	3	\$558	
Dental Academy -CTE				
Health Skills I	HSC-210	1	\$186	\$36
Dental Terminology	DEN-110	2	\$372	
Professionals in Health	HSC-107	3	\$558	\$36
Dental Anatomy	DEN-120	3	\$558	
Head and Neck Anatomy	DEN-130	1.5	\$279	
Exploration of Healthcare Careers	HSC-205	3	\$558	\$76
Pre-Business Administration Academy				
Introduction to Business	BUS-102	3	\$558	
Information Computing	CSC-116	3	\$558	
Personal Finance	FIN-121	3	\$558	
Principles of Management	MGT-101	3	\$558	
Pre-Criminal Justice Transfer Academy				
Introduction to Criminal Justice	CRJ-100	3	\$558	
Criminology	CRJ-200	3	\$558	
Introduction to Sociology	SOC-110	3	\$558	
Cultural Anthropology	ANT-105	3	\$558	
Pre-Education Transfer Academy				
Exploring Teaching	EDU-110	3	\$558	
Introduction to Psychology	PSY-111	3	\$558	
Developmental Psychology	PSY-121	3	\$558	
Exceptional Persons	EDU-248	3	\$558	
Emergency Medical Services Academy EMT– CTE				
Explorations of Healthcare Careers	HSC-205	3	\$558	\$76
Medical Terminology	HSC-115	4	\$744	\$35
Emergency Medical Tech I	EMS-255	4	\$744	\$195
Emergency Medical Tech II	EMS-350	3.5	\$651	\$188
Emergency Medical Tech II Clinical	EMS-365	1	\$186	
Patient Care Academy – CTE				
Medical Terminology	HSC-115	4	\$744	\$35
Exploration of Healthcare Careers	HSC-205	3	\$558	\$76
Professionals in Health	HSC-107	2	\$372	\$36
Nurse Aide	HSC-168	3.5	\$651	\$142
Pre-Professional Health Careers Academy				
Nutrition	BIO-151	3	\$558	
Human Anatomy and Physiology I	BIO-168	4	\$744	\$18
Human Anatomy and Physiology II	BIO-173	4	\$744	\$18
Transportation Academy – Technician -CTE				
Introduction to Automotive Technology	AUT-104	3	\$558	\$34
Auto Suspension and Steering	AUT-402	2	\$372	\$20
Industrial Math I	MAT-715	3	\$558	

Maintenance and Light Repair	AUT-100	4	\$744	\$112
Automotive Brake Systems	AUT-502	2	\$372	\$20
Auto Heat & Air Conditioning	AUT-702	2	\$372	\$20

District will pay Kirkwood 100% of Kirkwood's current tuition rate per student (\$186.00/credit hour) for **career and technical education (CTE)** courses and 80% of the current rate for liberal arts courses that have 15 students enrolled, otherwise the rate will be 100%. Some CTE and Liberal Arts courses have associated fees that will also be billed to the district. Kirkwood will provide the textbooks for all courses.

Authorized by: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C: ONSITE & ALTERNATIVE CONCURRENT

**ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP – Linn County**

DISTRICT: CRSD

I. ONSITE CONTRACTED CLASSES

1. Yes, the District agrees to contract and enroll students in the following onsite college level courses, unless indicated by a strikethrough on the master document of courses.

ART-101	Art Appreciation
ART-203	Art History I
ART-204	Art History II
ECE-170	Childhood Growth & Development
EGR-400 PLTW	Introduction to Engineering Design
EGR-410 PLTW	Principles of Engineering
EGR-420 PLTW	Digital Electronics
EGR-460 PLTW	Civil Engineering and Architecture
CIS-450	PLTW – Computer Science Principles (CSP)
ENG-105	Composition I
ENG-106	Composition II
GRA-140	Digital Imaging
GRA - 127	Illustrator I
FIN-121	Personal Finance
FLF-241	Intermediate French I
FLS-242	Intermediate French II
FLS-241	Intermediate Spanish I
FLS-242	Intermediate Spanish II
HIS-151	U.S. History to 1877
HIS-152	U.S. History Since 1877
PSY-111	Introduction to Psychology
SDV-109	How College Works

Please list any other contracted courses not listed above:
When onsite courses are taught by qualified District personnel, the District will pay Kirkwood 20% of Kirkwood's current tuition rate per student for the college credit course (s) taught by the District instructor (s) and purchase their own textbooks used for a three year (minimum) as agreed upon with Kirkwood Community College. Program fees may include all associated program costs (books, assessment, software licensing agreements, etc.) that may apply. The tuition rate for the 2021-2022 academic year is set at \$186 per credit hour.

On occasion, Kirkwood and the District may choose to collaborate to hire a shared instructor provided by Kirkwood Community College. In this instance, a Kirkwood paid adjunct will provide instruction within the walls of the high school building, or provide instruction through Kirkwood's virtual asynchronous instruction delivery format called WebLive. This delivery format is billed according to the most updated cost for alternative concurrent, online, and Liberal Arts based classes at the Kirkwood Regional Centers, and accordingly, textbooks will be loaned to students at no cost for use during the semester.

II. ALTERNATIVE CONCURRENT CONTRACTED CLASSES (formerly PSEO)

Choose One:

- District elects to allow students to enroll in any Kirkwood college level (non-developmental) course offerings.
- District restricts alternative concurrent enrollment to an approved list of classes to be shared with Kirkwood upon the return of this exhibit.

Alternative Concurrent Contract billing structure: District will pay Kirkwood 80% of Kirkwood's current tuition rate per student for the alternative concurrent contracted course(s). Kirkwood will provide the textbooks.

III. District Authorization and Signature

Authorized by: _____

Name: _____

Title: _____

Date: _____

CONSENT AGENDA

BA-22-100 **Agreement – Cedar Rapids Community School District and Alliant Energy PowerHouse/VenuWorks of Cedar Rapids, LLC. – 2022 High School Graduations (Cynthia Phillips)**

Exhibit: BA-22-100.1-25

Action Item

Pertinent Fact(s):

The on-going Agreement between the District and Alliant Energy PowerHouse is for the use of the arena for our High School Graduations, May 26-28, 2022. The Agreement provides that the District will reimburse the Alliant Energy PowerHouse for the use of the facility during the indicated timeframe.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and the Alliant Energy PowerHouse for the May 2022 High School Graduations.

FACILITY USE AGREEMENT



Venue Name:	Alliant Energy PowerHouse
	370 1 st Ave NE Cedar Rapids, IA 52401 319.398.5211

CR Schools Graduations

05/26/22 - 05/28/22

This Agreement, entered into 09/07/21 by and between the Alliant Energy PowerHouse, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by City of Cedar Rapids (**OWNER**) to manage the Alliant Energy PowerHouse, hereinafter referred to as "**VENUE**" and:

Cedar Rapids School District

Attention: Szymanek, Pat
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

Phone: 319-558-1131

E-Mail: pszymanek@crschools.us

Hereinafter referred to as "**CLIENT**."

DEFINITIONS

VENUE shall mean the duly appointed manager of the Alliant Energy PowerHouse, VenuWorks of Cedar Rapids, LLC, 370 1st Ave NE, Cedar Rapids, IA 52401. 319.398.5211

Concessions shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, to Event attendees.

Event means CR Schools Graduations and all related activities.

Gross Ticket Sales means the total ticket sales less any applicable federal, state and local admission taxes and facility fee, when applicable.

Term means the period of this Agreement as set forth below under "term".

SCOPE OF USE

CLIENT warrants that said use is for the following and no other purpose:

CR Schools Graduations

Spaces utilized for the above stated purpose will be as follows: Alliant Energy PowerHouse and all contiguous spaces not including the hotel or convention center.



FACILITY USE AGREEMENT

TERM

The Term shall commence on 05/26/22
Event day(s) are:
Thursday 5/26/2022 7:00pm- Jefferson High School
Friday 5/27/2022 7:00pm- Kennedy High School
Saturday 5/28/2022 7:00pm- Washington High School
Move-out is immediately following the event.

*There will be a community college graduation the morning of Saturday 5/28/2022, this event is not affiliated with CRSD graduations.

PAYMENT

In consideration for the license to use the **VENUE** as provided in this Agreement, **CLIENT** shall pay to **VENUE** a facility rental fee of \$7,600.

CLIENT agrees to pay all reimbursable expenses required for the completion of this event including but not limited to the cost of ushers, ticket scanners, ticket sellers, crowd control, security, police, fire, guest event medical, barricade, phone/internet, forklifts, permits, advertising, cleanup/conversion, stagehands, runners, sound, lights, towels, catering, spotlights, and outside rentals.

CLIENT is required to provide, on demand of **VENUE**, documentation of qualification for NON-PROFIT status as it may relate to this **VENUE** Agreement.

Upon **CLIENT** request and upon receipt of specific event information supplied by **CLIENT**, **VENUE** will provide an event cost estimate. This cost estimate is a good faith attempt to identify event costs. However, an event cost estimate is not a price quotation, and **CLIENT** is responsible to **VENUE** for full payment of the actual costs billed to the event.

SECURITY DEPOSIT

CLIENT agrees to pay \$2,500 with the return of this signed agreement as a **NON- REFUNDABLE DEPOSIT** by 1/17/2022. Thereafter, **CLIENT** agrees to make additional non-refundable deposit with **VENUE** at address on this Agreement, of such sums as **VENUE** feels are necessary to cover those costs which **VENUE** would encounter on behalf of **CLIENT** in relation to the event, and to make such payment by certified check payable to the **VENUE**. **VENUE** agrees that such demand will not be made more than thirty (30) days prior to the first date of the event described herein.

ADDITIONAL DEPOSIT PAYMENTS

It is expressly understood that **VENUE** prior to **CLIENT'S** Event, may require additional deposit payment(s) to satisfy **CLIENT'S** obligations under this Agreement. If **CLIENT** fails to meet this requirement, **VENUE**, at its sole option, may terminate this Agreement, and **CLIENT** shall forfeit, as liquidated damages, the Security Deposit as set forth above.

Make checks payable to: Alliant Energy PowerHouse
370 1st Ave NE
Cedar Rapids, IA 52401



FACILITY USE AGREEMENT

BOX OFFICE SERVICES

VENUE provides comprehensive box office services for ticketed events through the Ticketmaster system. Prior to making any public announcements, **CLIENT** must contact the Box Office Manager to make all arrangements for setting the event up on the Ticketmaster system, ticket pricing, discounts, pre-sale and public on sale dates.

~~**VENUE requires that all advertised ticket prices be inclusive of all fees and taxes.** Such fee and tax inclusion should be noted in all advertising materials. A net ticket price will be determined for settlement purposes and tax and fees will be added on to arrive at the advertised price. All tickets for events at the **VENUE** will be subject to a \$3.00 per ticket charge as a Facility Maintenance Surcharge. This facility fee belongs to **VENUE** and is not part of the gross sales of this event(s).~~

BOX OFFICE CHARGES

~~**CLIENT** shall pay the greater of 4% of gross receipts, after tax, capped at \$2,000.00 for box office services and ticket printing. **CLIENT** may receive up to 200 complimentary tickets for each performance at no charge. Complimentary tickets printed in excess of 200 will be charged the full \$3.00 Facility Maintenance Surcharge.~~

CLIENT agrees to provide **VENUE** with 1% of seating manifest, capped at 60, COMPLIMENTARY TICKETS for each performance covered by this Agreement at no charge.

CLIENT agrees to pay **VENUE** for credit card surcharges on ticket purchases only at the primary box office at 4% of ticket face value.

CLIENT agrees that VIP boxes in the **VENUE** are not manifested for the performances covered by this Agreement. **CLIENT** further acknowledges that **VENUE** may place an additional surcharge on some or all pre-licensed "higher-end" seats in sections 103 and 110 to cover fulfillment of food and beverage amenities.

TAXES AND SURCHARGES

The tickets sold will bear the following taxes and surcharges:

6%	State of Iowa	Sales Tax
1%	City of Cedar Rapids	Sales Tax
7%	Total Sales Tax	

NOVELTIES AND CONCESSIONS

VENUE retains 100% exclusive rights to sell program books, novelties, and souvenirs which directly relate to event.

VENUE will receive the following commissions on all novelties sales, net of taxes: electronic items/recorded media: 10%; soft goods: 20% Artist/Client sells or 25% **VENUE** sells. All revenues net of payment of the commission shall belong to **CLIENT**.

The **VENUE** reserves the right to operate and receive the income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and alcoholic/non-alcoholic beverages.

FACILITY USE AGREEMENT



INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION.

CLIENT must be named as the Insured on all Certificates of Insurance provided to **VENUE**.

CLIENT shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintain in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the **CLIENT'S** operations or occupancy under this Agreement, whether such operations be by **CLIENT** or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII (7)**.

CLIENT further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide that the State of Iowa, VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

Comprehensive General Liability:

\$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

Comprehensive Automobile Liability:

\$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

Worker's Compensation:

CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employer's liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts.

Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

Such policies shall further be endorsed so as to provide a **thirty (30)** day written notice of cancellation to **VENUE**, and **CLIENT** shall secure and provide **VENUE** with a Certificate of Insurance on a form approved by **VENUE**, which shall demonstrate compliance by **CLIENT** with these insurance requirements.

The **CLIENT** shall defend, indemnify and hold harmless the **VENUE** and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the **CLIENT**, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-



FACILITY USE AGREEMENT

from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the **CLIENT**, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the **CLIENT**, its agents, employees, or subcontractors.

In any and all claims against the **VENUE** or any of its agents or employees by any employee of the **CLIENT**, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the limitations on the amount or type of damages, compensation or benefits payable by or for the **CLIENT** or any subcontractor under Workman’s Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

The **VENUE** and **CLIENT** hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism, and which loss or damage is covered and compensated by insurance.

A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the **VENUE** not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder or **CLIENT** shall forfeit its rights under this Agreement.

PLACE OF SUIT/CHOICE OF LAW

This Agreement is executed in the City of Cedar Rapids, State of Iowa, and shall be governed by, construed and enforced in accordance with the laws of the State of Iowa Any action at law, suit in equity, or other judicial proceedings for the enforcement of the Agreement or any provision thereof shall be instituted in any court of competent jurisdiction in the County of Linn, State of Iowa.

ADDITIONAL COVENANTS AND AGREEMENTS

Per law, the **VENUE** is a smoke-free environment that is enforced in all areas of **VENUE** buildings and grounds.

Attachments hereby incorporated as part of this Agreement:

- Terms and Conditions
- Facility Rental Packet
- Ticket Office Rider

All conditions and regulations set forth on the attached documents are hereby incorporated as a part of this Agreement.

For **VENUE**:

For **CLIENT**:

By: _____
Michael Silva

Executive Director

By: _____

Print Name: Laurel A. Day

Title: Board Secretay

Date: _____

Date: _____

TERMS AND CONDITIONS



Venue Name:	Alliant Energy PowerHouse
-------------	----------------------------------

(For the purpose of these Terms and Conditions, "VENUE" shall mean the Alliant Energy PowerHouse, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by City of Cedar Rapids, to manage the Alliant Energy PowerHouse.)

1.0 BUILDING CONTROL

- 1.1 CONTROL OF FACILITY:** In occupying the building, property and/or grounds at VENUE, the CLIENT understands that VENUE does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.
- 1.2 RIGHT OF ENTRY:** Duly authorized representatives of VENUE may enter and/or be present within the VENUE premises, including those areas to be used for the event described herein at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall at all times be under the charge and control of VENUE.
- 1.3 NON-EXCLUSIVE RIGHT:** VENUE shall retain the right to use any portion of the facility not covered by this Agreement. VENUE also retains the right to re-enter or use any portion of its facility which becomes vacant for sufficient time to warrant doing so. VENUE shall retain the proceeds from all such actions.
- 1.4 INTERRUPTION OR TERMINATION OF EVENT:** VENUE shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause, the termination of such performance when, in the sole judgment of VENUE, such act is necessary in the interest of public safety.
- 1.5 EVACUATION OF FACILITY:** Should it become necessary in the judgment of VENUE to evacuate the premises because of a bomb threat or for other reasons of public safety, the CLIENT will retain possession of the premises for a sufficient time to complete presentation of activity without additional rental charge providing such time does not interfere with another building commitment. If it is not possible to complete presentation of the activity, VENUE charges shall be forfeited, prorated, or adjusted at the discretion of the VENUE based on the situation, and the CLIENT hereby waives any claim for damages or compensation from the VENUE.
- 1.6 DEFACEMENT OF VENUE FACILITY:** CLIENT shall not alter, add to, deface, repair and/or change facilities and grounds in any manner whatsoever, except with the prior written consent of VENUE. The facilities and grounds shall be maintained and vacated, as and when required, in as good condition as they were upon entry of CLIENT therein, reasonable wear and tear excepted. If VENUE and CLIENT agree to alter any VENUE facilities in any way, CLIENT shall be solely responsible for the cost of restoration.
- 1.7 DAMAGES:** CLIENT agrees to pay upon demand for all damage and/or injury done to VENUE facilities and personnel by CLIENT, by CLIENT'S associated staff and crew, by CLIENT'S artist(s) and client(s), and by CLIENT'S patrons. VENUE reserves the right to retain and apply the deposit and box office receipts (if deposit is not sufficient) for such damage and/or injury, notice thereof having been given to CLIENT. VENUE will provide detailed billing and accounting to CLIENT when needed restoration or replacement of damaged items is completed; or, in the case of injuries to personnel, when the total cost associated with the injury is compiled.
- 1.8 LOST ARTICLES:** VENUE shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition, or entertainment given or held in the premises, and the CLIENT or any person in the

TERMS AND CONDITIONS



CLIENT'S employ shall not interfere with the collection or custody of such articles.

- 1.9 ANNOUNCEMENTS:** VENUE reserves the right to make announcements or display signage during the period of this Agreement, which would relate to future attractions and commercial messages. VENUE is also entitled to make such announcements as VENUE may deem necessary at any time in the interest of public safety. CLIENT agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats, and/or No Smoking announcements. VENUE reserves the right to display posters, banners and announcements, and to distribute literature concerning any activity it deems worthy.
- 1.10 SIGNS AND POSTERS:** CLIENT will not post or allow to be posted any signs, cards, banners or posters except upon such display areas as VENUE may provide or designate. Use of such areas is a non-exclusive right. All material is subject to approval by VENUE. By such approval, however, VENUE does not accept any responsibility in any manner for content. VENUE will remove any unauthorized signs at the CLIENT'S expense.
- 1.11 OPEN HOURS:** Doors shall be opened for event in accordance with advertised times, VENUE policy, and State Law.
- 1.12 INTERMISSIONS:** CLIENT agrees that every public performance, which is not staged within a single hour, will have an intermission period of not less than ten (10) minutes, excepting religious services or other engagements specifically excluded. VENUE reserves the right to assess a fee in advance, or a penalty after the fact, if an intermission is not held due to an act or omission of CLIENT, CLIENT'S associated staff, crew, artists, clients, or guests.
- 1.13 OBJECTIONABLE PERSONS:** VENUE reserves the right to refuse admission to, eject, or cause to be ejected from the premises any objectionable person or persons; and neither the VENUE nor any of its officers, agents, or employees shall be liable to CLIENT for any damages that may be sustained by CLIENT through the exercise by VENUE of such right.
- 1.14 SECURITY:** VENUE will exercise all reasonable care to safeguard property of the CLIENT while in the facilities. However, VENUE shall assume no responsibility whatsoever for any property placed in VENUE facilities and is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of VENUE facilities or any part thereof under this agreement. All security or other protective service(s) desired by CLIENT must be arranged for and by special agreement with VENUE.
- 1.15 MIXER/CONTROL SEATS:** VENUE reserves the right to hold 112 seats until the day of the performance for the use of a mixer board(s) for a sound or a light system. The seats will be released for sale after it has been confirmed by VENUE management that these seats shall not be needed for mixing.
- 1.16 OTHER USE OF BUILDING:** VENUE reserves the right to rent other parts of the VENUE at the same time as the rental of the designated space(s) to CLIENT and VENUE reserves the use of the lobbies, hallways, vestibules, ticket office, lounges, and other public rooms and facilities as VENUE deems fit, provided that such use does not unreasonably interfere with use of the premises by the CLIENT. CLIENT has no right to enter or use the areas in the building comprising the administrative offices of VENUE, the mechanical rooms, the ticket office, or any other areas except as designated by VENUE.

TERMS AND CONDITIONS



2.0 SERVICES PROVIDED

- 2.1 HEAT, LIGHT, UTILITIES:** During the period of this agreement, VENUE will provide ventilation, air conditioning or heat, and overhead lighting for ordinary use, subject to a utility charge as outlined in the Schedule of User Fees in force on the date of the event. VENUE will provide, at its expense and at its discretion, continuous cleaning of corridors, public lobbies, and restrooms with necessary equipment, materials, supplies, labor and supervision.
- 2.2 ADDITIONAL SPACE:** Available dressing rooms, office space and storage space will be provided by VENUE at the sole discretion of VENUE, at no cost to CLIENT. All other services or conditions will be at the expense of CLIENT.
- 2.3 ADDITIONAL SERVICES AND STAFFING:** All labor and services not specifically mentioned above (see Services Provided), but required for the execution of CLIENT'S event shall be secured by VENUE and be considered reimbursable costs payable to the VENUE by the CLIENT, according to rates set down in the Schedule of User Fees in force on the date of the event. Such services shall include, but are not limited to, those performed by technicians, laborers, security guards, ushers, house manager, traffic personnel, paramedics, stage manager, technical director, house electricians and cashiers.
- 2.3.1 In cases of special custodial services necessitated by an event, CLIENT shall pay costs of these services as a reimbursable expense to VENUE. VENUE retains the right to determine the appropriate number of personnel necessary to properly serve and protect the public. All personnel provided by the VENUE shall remain employees of the VENUE and will be under direct VENUE staff supervision.
- 2.4 CONTRACT SERVICES:** VENUE reserves the exclusive right to furnish, install, or provide electricity, gas, water, waste water, compressed air and steam services. Such services shall be provided on written order at the then prevailing published rates for such services. CLIENT may contract with persons approved by VENUE for services not available from VENUE.
- 2.5 CATERING:** All catering must be performed by VENUE's in-house caterer unless agreement to the contrary is reached in writing no fewer than ten (10) days prior to the event.

3.0 EVENT REQUIREMENTS

- 3.1 TALENT CONTRACT:** The CLIENT certifies and attests that CLIENT has a valid, properly executed and compatible contract with the performer(s) whose services form the basis for the desire to rent the facility. The CLIENT shall submit to VENUE upon demand a copy of said contract with the performer(s).
- 3.2 PRODUCTION REQUIREMENTS:** CLIENT agrees to furnish VENUE with detailed production and house requirements and/or information for CLIENT's use of space(s) no later than four (4) weeks prior to the beginning of the use period. The intent of the foregoing is to enable both parties of this contract to anticipate and work out in advance any problems that might/can occur relating to CLIENT's use of space(s). VENUE requires advance information in order to schedule the appropriate personnel and equipment for CLIENT's use of space(s) and to compile expense estimates.
- 3.3 EQUIPMENT AND UTILITIES:** VENUE will provide equipment and utilities presently owned by VENUE at CLIENT's expense as listed in the Schedule of User Fees. Additional equipment or utilities required shall be provided and paid for by CLIENT. VENUE reserves the right to operate/control all equipment and utilities used for CLIENT's event.
- 3.4 CLIENT PROVIDED EQUIPMENT:** CLIENT warrants that all equipment brought into VENUE shall be in good working order and meet applicable safety regulations. CLIENT

TERMS AND CONDITIONS



accepts responsibility for proper and safe operation, supervision and guarding of its equipment.

- 3.5 PRODUCTION CONSULTING:** VENUE will provide a reasonable amount of complimentary production consulting; however, a charge will be levied for any excessive demands placed upon VENUE employees.
- 3.6 SCHEDULE:** VENUE agrees that all load-ins, set-ups, take-downs, load-outs, and any other work calls shall be scheduled at times specified by VENUE unless CLIENT has specific schedule obligations from other contract agreements that may pertain to CLIENT's use of VENUE. In the absence of any such obligations and/or waivers, all take-downs and load-outs shall take place immediately following CLIENT's use of space(s). Should CLIENT fail to fulfill the obligations of the schedule as specified, then VENUE may remove and store all equipment and/or property belonging to CLIENT at CLIENT's expense and risk.
- 3.7 AUTHORIZED AGENT:** An authorized representative of the CLIENT, with decision-making capabilities, must be on the premises in and/or available to the space(s) being used by CLIENT for the duration of any load-in, set-up, rehearsal(s), performance(s), take-downs, and load-out of all scheduled events, unless prior arrangements have been made with the appropriate staff of VENUE.
- 3.8 PUBLIC ADDRESS SYSTEM:** VENUE shall furnish, at CLIENT expense, the facility's public address system as needed. This system shall be operated according to rules and regulations established by VENUE.
- 3.9 ADDITIONAL EQUIPMENT:** If CLIENT requires additional production, stage, shop, house, and other building equipment beyond what is considered "in-house," then VENUE can and/or will rent or procure such equipment and charge to CLIENT any cost associated with obtaining such equipment with an added fifteen percent (15%) service charge. If CLIENT declines to have VENUE obtain such equipment, then CLIENT must coordinate the use of any outside services with VENUE. The intent of the foregoing is to ensure both parties that outside services are compatible with VENUE policies and facilities.
- 3.10 TRANSPORTATION:** All transportation of CLIENT equipment and personnel required for this event shall be the responsibility of the CLIENT.
- 3.11 CLOSED CIRCUIT TELEVISION EQUIPMENT:** CLIENT agrees to provide primary and back-up projection units for all closed-circuit television events, said units to be in place and tested in the facility no less than four hours before the scheduled event time.
- 3.12 NOTIFICATION:** It is the obligation and responsibility of CLIENT to timely inform the artist's management and/or client(s) contracted with CLIENT of any and all general conditions, restrictions and policies specified in this Agreement. VENUE shall not be held responsible for any discrepancies, difficulties and/or charges that might occur if CLIENT's artist and/or client(s) is or was not aware of VENUE's restrictions and policies.

4.0 INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION

- 4.1 CLIENT** must be named as the Insured on all Certificates of Insurance provided to **VENUE**.
- 4.2 CLIENT** shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintained in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide it with complete coverage and protection from and against claims, actions or lawsuits for damages because

TERMS AND CONDITIONS



of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the CLIENT's operations or occupancy under this Agreement, whether such operations be by CLIENT or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII** (7).

4.3 CLIENT further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

4.3.1 Comprehensive General Liability: \$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

4.3.2 Comprehensive Automobile Liability: \$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

4.3.3 Participants Liability: CLIENT agrees that if event is a contact sport, CLIENT will have and maintain in full force a Participant's Liability policy with limit NOT LESS than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and any statutory policies as required by the state of Iowa licensing board for the particular contact sport.

4.4 Worker's Compensation: CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employers' liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

4.4.1 Such policies shall further be endorsed so as to provide a thirty (30) day written notice of cancellation of VENUE, and CLIENT shall secure and provide VENUE with a Certificate of Insurance on a form approved by VENUE, which shall demonstrate compliance by CLIENT with these insurance requirements.

4.4.2 The CLIENT shall defend, indemnify and hold harmless the VENUE and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the CLIENT, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the CLIENT, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the CLIENT, its agents, employees, or

TERMS AND CONDITIONS



subcontractors.

4.4.3 In any and all claims against the VENUE or any of its agents or employees by any employee of the CLIENT, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the any limitations on the amount or type of damages, compensation or benefits payable by or for the CLIENT or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

4.5 The VENUE and CLIENT hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism and which loss or damage is covered and compensated by insurance.

4.6 A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the VENUE not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder, or CLIENT shall forfeit its rights under this Agreement.

5.0 SHIPPING AND STORAGE

5.1 SHIPMENTS: CLIENT shall not direct shipments to VENUE prior to the first set-up day as listed on the face of this Agreement without advance written permission of VENUE. VENUE reserves the right to refuse CLIENT's shipments prior to said date.

5.2 STORAGE: CLIENT assumes all responsibility for any goods or materials which may be placed in storage with VENUE before, during or after event.

5.3 CLIENT PROPERTY: VENUE will accept delivery of property addressed to CLIENT only as a courtesy to CLIENT and CLIENT hereby releases and agrees to hold harmless and indemnify the VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein for loss of, or damage to, including, but not limited to destruction of such property in the receipt, handling, care or custody of such property at any time. CLIENT further agrees to indemnify and hold harmless all of the aforesaid indemnifies from all claims, lawsuits, litigation, judgments, damages and costs arising out of loss of or damage to, including, but not limited to, destruction of such property on the premises of VENUE. Under no circumstances shall the VENUE or any of the aforesaid indemnifies be considered a bailee of such property at any time, for any reason.

6.0 SETTLEMENT

6.1 TICKET RECEIPTS: All ticket receipts will remain under the control of the VENUE or its designated ticket agency until final settlement has been concluded. VENUE will make no advance payments of any portion of ticket receipts to CLIENT under any circumstances.

6.2 SETTLEMENT DATE AND TIME: Settlement shall occur on the final day of this Agreement or no later than thirty (30) days following presentation of the final billing and shall consist of VENUE remittance to CLIENT all ticket office receipts, less VENUE charges and commissions, labor and equipment fees, all reimbursable expenses, and other appropriate fees as allowed for in this Agreement. If all reimbursable expenses are not known at the time of settlement, the VENUE shall withhold an estimate plus ten percent (10%) contingency. Any unused portion to be returned to CLIENT with final settlement statement as soon thereafter as possible. CLIENT waives all rights to that portion of the Ticket Office receipts necessary to pay ACTUAL costs accrued by VENUE. Where no Ticket Office receipts are involved, VENUE shall present to CLIENT a statement of expenses and either: (1) collect payment of expenses beyond sum of advance payments; or (b) return to CLIENT the unused portion of advance payment.

TERMS AND CONDITIONS



- 6.3 METHOD OF PAYMENT:** All VENUE payments of ticket proceeds are made by VENUE check. If cash is required as part of the settlement, requests must be made in writing to VENUE at least three (3) working days before the event.
- 6.4 DEDUCTIONS:** CLIENT shall be responsible for payment of any federal, state and local taxes which may be levied against the entertainment and/or activity being presented or on the admissions to such entertainment and/or activity; provided, however, that VENUE may withhold and pay any taxes collected by it on behalf of CLIENT which VENUE deems its responsibility to collect and pay, including, but not limited to, State Sales Tax.
- 6.5 COPYRIGHTS:** CLIENT will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the entertainment and/or activity being presented. CLIENT shall obtain and pay for all appropriate American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC, Global Music Rights (GMR), and other similar licenses for the entertainment and/or activity and shall provide (upon request) written proof of licenses to VENUE; failure to provide such proof will be cause for VENUE to collect and make payment of license fees on behalf of CLIENT. CLIENT agrees to indemnify, defend and hold harmless VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein from any and all claims, lawsuits, litigation, judgments, costs, royalties or damages, including, but not limited to, legal fees, which might arise from use or proposed use of any such material described above.
- 6.6 REGULATIONS AND PERMITS:** CLIENT agrees that CLIENT and all CLIENT's associated staff, crew, artists, agents and clients connected with CLIENT's use of VENUE building and/or grounds shall abide by and conform to all federal, state and local laws, rules and regulations and by all facility rules and regulations as provided by VENUE; and VENUE will require that its agents or employees likewise so comply. CLIENT agrees to acquire and pay for all necessary licenses and permits.
- 6.7 ADA:** CLIENT agrees to abide by and conform to the Americans with Disabilities Act. CLIENT shall be responsible for ensuring that all services for individuals with disabilities as outlined in this act are fulfilled in regard to the CLIENT's event(s) defined herein.
- 6.8 AGREEMENT TO QUIT PREMISES:** CLIENT agrees to quit premises no later than the end term of this Agreement and further agrees to leave premises in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof only excepted. CLIENT agrees that all materials pertinent to the event which are not in the possession of VENUE will be removed from premises before the expiration date of this Agreement. The VENUE shall be authorized to remove at the expense of the CLIENT all material remaining on the premises on the termination date of this Agreement. CLIENT shall be responsible for payment of storage costs for such materials, and CLIENT agrees VENUE shall in no way be responsible for loss, damage or claims against materials removed or stored under this provision. CLIENT agrees that VENUE will have first lien on such materials for payment of costs accrued for removal and storage.
- 6.9 SHARING STATISTICS WITH TRADE PUBLICATIONS:** It is the desire of VENUE to submit ticket counts and gross box office receipts for all touring non-sporting events and non-family entertainment to Pollstar, Venues Today and any/all other trade publications as VENUE deems necessary. CLIENT must notify VENUE in writing prior to the end of the event if these statistics are not permitted to be published, and in so doing notify VENUE if CLIENT will be submitting these stats to the trades on their own. VENUE may still send the information anonymously at the end of the year as each trade permits.

TERMS AND CONDITIONS



7.0 ADVERTISING

- 7.1 LOGO:** The VENUE logo and name must appear in all print event advertising.
- 7.2 HONEST AND TRUE:** CLIENT agrees that all advertising of this event will be honest and true and will include correct information on event times, ticket prices and place of event.
- 7.3 EVENT ADVERTISING:** CLIENT shall provide VENUE with copies of all advertising and media releases relating to the event(s) described herein at least two business days in advance of the placement or release of said materials. CLIENT agrees to discontinue and/or correct any advertising and announcements of the entertainment and/or activity being presented by CLIENT which VENUE determines, in its sole discretion, to be dishonest, misleading, untruthful, containing incomplete information, damaging to the reputation of VENUE or which does not accurately convey the date(s) of such entertainment and/or activity, the type of admission (general or reserved seating) and the correct ticket price(s). VENUE and CLIENT mutually agree to determine the time at which CLIENT'S event will be announced and/or released to the public.
- 7.4 SALES AND USE OF ADVERTISING SPACE:** All advertising space on VENUE premises is the exclusive property of and subject to control by VENUE, and all receipts therefrom shall accrue to VENUE. No advertising by CLIENT shall be permitted, except by prior written permission of VENUE.
- 7.5 ADVERTISING BILLING:** The VENUE will charge CLIENT gross rate less any applicable discount according to the Schedule of User Fees in force on the date of the event covered by this Agreement for advertising placed by VENUE on behalf of CLIENT. The VENUE will not pay for advertising of an event which has been placed directly by CLIENT without prior approval by VENUE and written authorization from CLIENT.
- 7.6 STATEMENT OF EVENT SPONSORSHIP:** The use of VENUE facilities by any organization, individual or group of individuals does not in itself constitute endorsement by VenuWorks, Inc. or City of Cedar Rapids, of that organization, individual or group of individuals, nor of any product, service, precept or tenet of any kind. Those using VENUE facilities are forbidden to express or imply such endorsement in any of the programs or performances carried on in the facilities or in advertising or promotion associated with such events. A statement of true event sponsorship must appear in all advertisement of this event. The VENUE reserves the right to withhold its name or logo from any advertisement, if used in any way other than for place of event.
- 7.7 OTHER EVENTS:** VENUE reserves the right to distribute to the audience announcements and literature concerning any upcoming attractions.

8.0 BROADCAST RIGHTS

- 8.1** The VENUE reserves all rights and privileges for radio broadcasting, televising, filming, videotaping, sound recording, photographing, or any kind of reproduction of whatever nature originating from the VENUE facility during the term of this agreement. Should the VENUE grant to CLIENT such privilege, VENUE has the right to require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

9.0 MEDIA COVERAGE

- 9.1** The VENUE will honor requests from working media and photographers to photograph portions of the CLIENT's event, subject to reasonable and proper restrictions, unless specifically prohibited by the CLIENT.

TERMS AND CONDITIONS



9.2 The VENUE reserves the right to use photographs of, and references to, the event, subject to reasonable and proper restrictions, for promotion of VENUE and/or archival purposes.

10.0 PUBLIC SAFETY

- 10.1** CLIENT shall at all times conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with VENUE to ensure such safety.
- 10.2** All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities on premises shall be kept unobstructed by the CLIENT and shall not be used for any purpose other than ingress or egress to and from the premises.
- 10.3** CLIENT agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises, or which is likely to constitute hazard to property thereon without the prior approval of VENUE. VENUE shall have the right to refuse to allow such material, substance, equipment or object to be brought onto the premises and further shall have the right to require its immediate removal therefrom if found thereon.
- 10.4** CLIENT and its invitees are prohibited from bringing firearms of any kind into the VENUE, with the exception of those carried by law enforcement officials or as part of a related firearms shows or exhibit.

11.0 CANCELLATION

- 11.1 RIGHT TO CANCEL:** VENUE reserves the right to terminate this Agreement for good cause which shall not include subsequent scheduling of a preferred event.
- 11.1.1** Should CLIENT default in the performance of any of the terms and conditions of this agreement, VENUE at its option may terminate the same.
- 11.1.2** VENUE reserves the right to cancel this Agreement if it receives evidence that the artist(s) and/or client(s) named in the contract or audiences of the named artist(s) and/or client(s) have violated laws, caused disturbances and/or taken any action resulting in injury at any performance and/or activity prior to the proposed appearance at VENUE.
- 11.1.3** In the event VENUE does terminate this Agreement the CLIENT shall be liable for full payment of the fees accrued to point of termination and for all reimbursable expenses. Should VENUE exercise said right to terminate this Agreement, CLIENT agrees to forego any and all claims which might arise by reason of the terms of this Agreement and CLIENT shall have no recourse of any kind against VENUE.
- 11.2 CANCELLATION BY CLIENT:** If CLIENT shall cancel for any reason other than those set forth in Section 12.8, or fail to take possession of or to use the facilities substantially in accordance with this Agreement, unless otherwise agreed to in writing, then VENUE shall be entitled to liquidated damages equal to the minimum daily base rental, 100% of applicable ticket handling fees on the sale of tickets up to the time of cancellation, plus any other disbursement or expenses incurred by VENUE in connection with the event.
- 11.3 CANCELLATION:** In the case of any cancellation of any performance and/or activity, the CLIENT shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media. In the event of default of such obligation by CLIENT as determined by VENUE in its reasonable discretion, VENUE reserves the right

TERMS AND CONDITIONS



to make such announcements at the expense of CLIENT.

12.0 ADHERENCE TO CONTRACT TERMS

- 12.1 ALTERATION:** Any alterations to this agreement must be agreed to and initialed by both parties prior to signing.
- 12.2 RETENTION OF VENUE PRIVILEGES:** Failure of VENUE to insist upon strict and prompt performance of the covenants and agreements hereunder, shall not constitute or be construed as a relinquishment of VENUE's right thereafter to enforce the same strictly.
- 12.3 NON-ASSIGNMENT:** CLIENT will not assign, transfer or subject this Agreement or its right, title or interest therein without VENUE's prior written approval.
- 12.4 SUIT TO ENFORCE:** Should VENUE institute a suit or other action against CLIENT as a result of CLIENT's failure to comply with any terms of this Agreement, VENUE shall recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including reasonable attorney's fees.
- 12.5 COURT ACTION:** If any portion of this agreement shall be found invalid by any court having jurisdiction thereof, such invalidity shall not affect any other section or provision or portion of this Agreement. The parties agree that the provisions of this Agreement are to be deemed severable in the event of any judicial determination of partial invalidity.
- 12.6 INTERRUPTIONS AND CANCELLATIONS:** VENUE may without liability refuse to perform any obligation(s) otherwise arising under this Agreement if performance of such obligation(s) would in any way violate or result in conflict on the part of the VENUE or CLIENT with federal, state and/or local laws, or to be objectionable or contrary to public interests, all such judgments to be made by VENUE in its sole reasonable discretion.
- 12.7 APPROVAL OF CONTRACT:** It is agreed that this Agreement will not be in force until it has been signed by both parties.
- 12.8 UNAVOIDABLE HAPPENING:** In the event that (a) VENUE or any portion thereof shall be destroyed or damaged by fire or any other cause so as to prevent the use of the premises for the purposes and during the periods specified herein, (b) if the premises cannot be so used because of strikes, acts of God, national emergency or other cause beyond the control of VENUE, then this Agreement shall terminate and the CLIENT hereby waives any claim against VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein for damages or compensation by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or if previously paid, shall be refunded by VENUE to the CLIENT. This clause shall be invoked at discretion of VENUE.
- 12.9 INDEMNITY:** CLIENT agrees to indemnify, defend and hold harmless VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents from any and all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property prior to, during, or subsequent to the period covered by this Agreement arising from any activity undertaken by CLIENT or by VENUE



TERMS AND CONDITIONS

or their employees or agents in performance of any terms, conditions, or promises under this Agreement for the use of facilities leased or services obligated hereunder, except with respect to any such demand, claim, suit, action or liability proven to be due solely to the willful act of VENUE for which VENUE similarly agrees to indemnify CLIENT. No claim or litigation shall be settled without prior written approval of VENUE.

12.10 DISCRETIONARY MATTERS: It is agreed that any matters not expressly incorporated in this Agreement will be at the discretion of VENUE.

12.11 STATE LAW: The validity, construction and effect of this contract shall be governed by the laws of the State of Iowa.

13.0 CIVIL RIGHTS

13.1 CLIENT agrees not to discriminate against any employee or any applicant for employment because of race, religion, sex, marital status, age or national origin and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

14.0 COMPLETE AGREEMENT

14.1 All terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation or promise of any of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this contract.

Venue Initials_____Date_____

Client Initials_____Date_____

FACILITY RENTAL PACKET



I. GENERAL INFORMATION

GENERAL TERMS

If the main spectator area is rented, there is no additional charge for using the support areas.

VENUE reserves the right to adjust rental rates when doing so is in the best interests of the VENUE and its OWNER.

Daily rental fee includes use of designated space only. Client is charged for all necessary labor, supervision, special equipment and/or utilities

MOVE IN/MOVE OUT/REHEARSALS

Required move-in, move-out and rehearsal days are in addition to daily rental rate for show day(s). Additional rent will not be charged for move-in, set-up, tear-down or rehearsals if those activities occur on the same day(s) of the event.

~~MULTIPLE SHOWS~~

~~Multiple shows on the same day will be charged one-half rate (minimum) against ten percent (10%) of gross receipts after tax, for each additional show.~~

TAX RATE

The sales tax rate for Cedar Rapids, IA is 7%. The VENUE will retain State sales tax from ticket proceeds when our ticket office is utilized and for merchandise sales during those events.

Clients needing temporary sales tax permits for exhibitors or vendors should contact the State Department of Revenue and Finance.

EQUIPMENT RATES

The use of all in-house equipment is included with the rental of the building, with the exception of items listed below. All prices on the following items are based on availability of VENUE inventory. Additional equipment may be rented through local suppliers at prevailing rates. Certain items do not include labor required to set up, take down or operate the equipment. Please contact the Event Manager at least 30 days in advance of your event to determine equipment requirements.

FACILITY RENTAL PACKET



II. EVENT PLANNING

ASSIGNMENT OF DATES

To check availability of dates, call Erik Hudson, Associate Executive Director, at 515.451.6690 or email e.hudson@creventslive.com. If requested, VENUE will place a tentative hold on available date(s).

If VENUE receives an inquiry by another party for those dates that you are holding, we will contact you to confirm your intention to utilize the building on that date. If you intend to use the building and the second party wishes to challenge the date, we would then require you to go to contract and provide a non-refundable deposit within 48 hours. If you are not able or decline to go to contract and provide a deposit within the 48 hours, the second party would go to contract and provide a deposit to secure the date in question. If neither organization contracts, the first organization would then be contacted to ascertain if they wished to retain their hold on the date.

DEPOSITS

First-time clients of VENUE are required to pay a deposit in the full amount of the facility rental plus advertising expenses, due 30 days prior to the start of the event or prior to the start of any advertising campaign, whichever comes first. All deposits are non-refundable.

For repeat clients of VENUE, in good standing, the deposit amount will be one-half of the facility rental amounts, due 90 days prior to the start of the event. All deposits are non-refundable.

VENUE reserves the right to require a deposit in the amount sufficient to cover all costs of production based on the estimated show related expenses prepared by VENUE. This deposit will be in the form of a cashier check or direct wire transfer and may be required at any time prior to the event.

INSURANCE

A certificate of insurance is required 30 days prior to each scheduled event indicating proof of coverage in the amount of \$2,000,000.00. The insurance coverage should begin at the time of event move in and end at the completion of move out.

Additional Insured Language

City of Cedar Rapids; VenuWorks of Cedar Rapids, L.L.C.; and VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an Additional Insured.

Other Mandated Insurance Provisions

- Only insurance companies that are licensed as an admitted carrier in the State of Iowa will be acceptable. They must be rated in the current "Best" key rating guide with an "A-VI" rating or better.
- All insurance policies shall evidence primary coverage and shall not be contributory to any other policy.
- The legal entity entering into the facility lease agreement must be identified as a named insured on the insurance certificate.
- The Client must provide evidence of workers compensation coverage.
- Insurance coverages must name the venue and the additional insureds listed above as additional insureds.
- The venue shall be the certificate holder.
- The Client's property in the building is the responsibility of the Client. The VENUE, VenuWorks, or VENUE OWNER will not insure the Client's property.
- All coverages are required. Example: The Client is not excused from providing auto liability coverage just because they don't plan to use any vehicles.
- Minimum acceptable Limits of Liability are as follows:

FACILITY RENTAL PACKET



All policies must be written on a per occurrence basis as indicated as such on the certificate of insurance. All policies must be written with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. An umbrella policy may be used to achieve these limits of coverage. (Essentially, this means that two separate insurance policies may be used as long as the aggregate limits of coverage are delivered.)

Auto Liability

Owned, non-owned and leased autos - \$1,000,000.

Workers Comp

As evidenced or where limits are directed by the state if it is one of those that are monopolistic with regard to WC.

ESTIMATES

As requested, VENUE will issue a good faith estimate to the Client or authorized Client of any event. The estimate is based upon the information available at the time of the inquiry. A preliminary estimate can be affected by additional requests for staffing, equipment, or technical assistance as well as length of performance. Therefore, it is beneficial to both parties to discuss full details prior to issuing a preliminary estimate. If a technical rider is available for your event, a copy should be forwarded to the VENUE at the earliest possible date.

SETTLEMENT & PAYMENT POLICY

VENUE is capable of settling the expenses from your event in two manners. Settlements may occur a short time after the event through the United States Postal Service or settlement for events where tickets are sold may occur once the event has finished.

ADVERTISING/PUBLICITY/PROMOTION

VENUE has an excellent in-house advertising agency. Services include:

- Coordination of all cash buys by the Marketing Department, utilizing the established contracted media rates exclusive to VENUE.
- Featuring the event on the VENUE Web Site and outdoor marquee.
- Venue email database of subscribers.
- Distribution of press releases detailing event to all media.
- Mailing or faxing of trade letters and corresponding trade agreements (associated expenses-postage, paper, etc. - will be billed at settlement).
- Coordination of all local promotions and publicity for event.

In exchange for the above services, VENUE will receive a fifteen percent (15%) agency commission on all cash buys placed.

Clients choosing not to utilize our in-house advertising agency services to buy their advertising, but wishing to take advantage of the above listed services, would be assessed a fee equaling ten percent (10%) of their total marketing budget.

TICKET OFFICE SERVICE

The VENUE operates a ticket office service on site five days a week and at all ticketed events. All tickets for VENUE events will be printed and handled by the VENUE. Events will be set-up on the Ticketmaster system and sold through said system. The VENUE has retained the services of Ticketmaster for computer ticketing services in the VENUE ticket office; phone orders, online orders and outlets are also contracted with Ticketmaster by the VENUE.

Lessee will pay ticket handling of four percent (4%) of gross receipts after sales tax. In addition, Lessee will reimburse VENUE for charge card fees at the prevailing rates. All tickets sold to VENUE events will be subject to a \$3.00 per ticket Public Facility Maintenance Surcharge (PFMS.). Events that do not have ticket sales and are considered free will be subject to a PFMS surcharge equal to twenty-five percent (25%) of the daily performance rental charge. PFMS will be considered fees belonging to VENUE and not part of the gross sales of any event.

FACILITY RENTAL PACKET



All tickets sold at Ticketmaster outlets, telephones and internet will be subject to convenience charges. Convenience charges will be considered fees belonging to Ticketmaster and not part of the gross sales of any event.

GROUP SALES SERVICES

The Group Sales Services for the VENUE consists of extending group sales to area corporations and other groups. This offer of group sales can be extended via personal telephone calls, facsimile, email and/or flyers. A minimum group discount can also be offered as an incentive for group sales. Group discounts can be directed towards specific performances in multi- performances events or offered in conjunction with specific ticket price(s) for events with a variety of ticket prices.

The VENUE has a well-established in-house database, including targeted mailing lists for a variety of events. These mailing lists may be utilized in the distribution of a group sales flyer. A flyer may be provided by the client, or produced in- house, with all expenses associated with the mailing of the flyer (postage, paper, envelopes, etc.) reimbursed at settlement.

In exchange for any or all of these group sales services, the VENUE will retain a ten percent (10%) commission on all ticket sales made through this service.

MERCHANDISING / NOVELTIES

Novelty items sold at VENUE are subject to the appropriate State of Iowa sales tax, plus the following commissions to the VENUE: 10% on electronic/recorded media and 20% on soft goods if Artist/Lessee sells or 25% if VENUE sells. This would include all material originating from VENUE for resale to the general public; such as commemorative photographs and/or videos. Contact Sean Meloy at the VENUE at s.meloy@creventslive.com or by phone at 319.731.4530 three weeks prior to your event to make arrangements.

III. BUILDING POLICIES

AMERICANS WITH DISABILITIES ACT OF 1990

VENUE strives to provide equal opportunity access to all services and events within the facility. VENUE reserves the right to require Clients to comply with codes pertaining to the American Disabilities Act of 1990 (ADA) including, but not limited to, providing special seating areas, access and services.

BALLOONS

Balloons containing helium or lighter than air products are not allowed inside the facility. Air-filled balloons may be approved by the Event Manager for permanent attachment to authorized displays. If a Client uses balloons for displays, they take full responsibility financially for removing any balloons that break from their tether. The financial responsibility may include the cost associated with rental of a lift capable of reaching the ceiling of the facility and the labor required to completely remove them.

CAMERAS/VIDEO AND AUDIO RECORDING

As a general rule, cameras are not allowed for any events held at VENUE when tickets are sold utilizing the Ticketmaster system or any other show where the Client will not allow cameras. Video and audio recording devices are strictly prohibited. If Client wishes to allow these devices, they must inform the Event Manager well in advance of the event.

DECORATIONS/TAPE/CONFETTI/STICKERS

All decorations must be placed in accordance with the following VENUE regulations:

- No decorations may be displayed in a manner that may cause damage to the facility.
- Prior to taping any decorations or signs to any surface, Client must have permission of VENUE and use tape that is approved by the facility. Generally, masking tape or duct tape are safe for use on non-painted surfaces. No decorations or signs may be taped on painted surfaces. Client is responsible for removing decorations and signage and any tape residue with an approved solvent unless prior arrangements are made.
- No decorations may be placed in any area that blocks public ingress or egress.
- Decorations must not be placed in any area that obstructs the sight lines for a performance.



FACILITY RENTAL PACKET

- Signage may not be attached to or near VENUE permanent signage.

Confetti, sand, glitter, and stickers are difficult to clean up and therefore will require additional clean-up costs if used. The additional clean-up labor will be billed at the current Environmental Services rate (see Section II) with a minimum charge of \$250. VENUE reserves the right to prohibit these items for any event.

DELIVERIES AND MATERIAL STORAGE

Due to limited space and liability, VENUE does not accept deliveries for Client prior to the dates contracted for their event, unless prior arrangements are confirmed with the Event Manager. All deliveries made to the Client during the term of their lease should include the event or Client name and the name of the person the material should be routed to. All freight should be sent to the following address:

Alliant Energy PowerHouse
370 1st Ave NE
Cedar Rapids, IA 52401
Attn: CR Schools Graduations

FLAMMABLE MATERIALS

Flammable materials may not be stored within the facility without prior approval from the Event Manager. At no time will Client be allowed to use or store any flammable material in any unsecured public area.

LOST AND FOUND

All lost and found items turned in at VENUE are recorded and kept on file for 30 days at VENUE's Administrative Office. Items may be claimed during office hours 9:00 a.m.-5:00 p.m., Monday through Friday.

FOOD AND BEVERAGE

No food or beverage may be brought into, sold, or distributed in the VENUE without written authorization from VENUE management and approval of Director of Food and Beverage. All on-site, backstage and event catering must be arranged through the Director of Food and Beverage. As the exclusive concession and catering coordinator for the VENUE and based on VENUE and Director of Food and Beverage sole discretion, Director of Food and Beverage reserves the following rights: 1) to determine if concessions will be sold during the event; 2) to determine what concession items will be available for sale; and 3) to determine hours of operation.

PROMOTIONS

Any promotions (i.e. ticket giveaways, discounted tickets, meet and greet, banners, sponsor booths, product giveaways, etc.) must be submitted for approval to VENUE at least 14 days in advance.

PUBLIC SAFETY

VENUE management has the final authority to take whatever action it deems necessary to protect the safety of patrons within the building. This includes, but is not limited to:

- Client will not be allowed to block any aisle or fire exit.
- No material that presents a potential health or fire hazard will be allowed inside the building.
- Client must allow VENUE to make a Public Address announcement if facility management deems it necessary to ensure the safety of a member of or the entire audience (i.e. a request for patrons to return to seats or evacuation, etc.)
- VENUE does not in any way condone body surfing, moshing, or stage diving. Patrons who participate in any of the activities listed above may be subject to ejection. VENUE reserves the final decision on the removal of any patron involved in above activities.

PYROTECHNICS

Any event using pyrotechnic effects must comply with VENUE Fireworks, Pyrotechnics and Flame Effects Procedures and will be required to submit the following to the VENUE Event Manager at least six (6) weeks prior to the event:

- Certificate of Insurance for the display operator with liability limits and additional named insureds as listed in Section III
- Copy of display operator's pyrotechnician license valid for largest classification of effect used



FACILITY RENTAL PACKET

- A detailed effects plot and diagram of the display location
- A listing of effect details (placement, weight of charge, direction, size of effect, MSDS sheets, etc.).
- Copy of City of Cedar Rapids Pyrotechnics Display Permit
- \$100.00 application processing fee

VENUE reserves the right to require a walk-through inspection or full demonstration of effects in the presence of the local Fire Inspector for any pyrotechnic display. Any expense incurred by the Fire Inspector walk through will be charged to settlement.

SIGNAGE/SPONSORSHIPS

All sponsorships and signage related to sponsorships must be approved by VENUE in advance. VENUE will not unreasonably deny any request, but must ensure that sponsorships, promotions, and signage do not conflict with building sponsorship packages or present a danger to patrons.

SMOKING POLICY

By State law, the VENUE is a smoke free facility. Patrons attending an event at VENUE will be directed to an area where smoking is permitted. Client is requested to make sure show personnel, exhibitors, and vendors also respect this policy and smoke only in designated areas.

STAFFING

VENUE reserves the right to set all staffing requirements for events. VENUE will work closely with Client to make sure both the facility and Client's needs are met. VENUE will be the sole provider of all ushers, ticket selling, ticket taking, security, stagehands, maintenance, or any other event related staff unless previous arrangements are made.

TIPPING

VENUE employees are not permitted to accept tips or gratuities in cash, merchandise or tickets.

Facility Initials_____Date_____

Client Initials_____Date_____



TICKET OFFICE RIDER

Facility Name: **Alliant Energy PowerHouse**

- 1.0 **RESPONSIBILITY:** In the handling, control and custody of ticket receipts, whether received through the ticket office or otherwise, VENUE is acting for the accommodation and sole benefit of CLIENT and, as to such receipts, VENUE shall be responsible only for gross neglect or bad faith.
- 2.0 **CONTRACT/DEPOSIT:** Tickets will not be put on sale until after receipt of the signed Facility Use Agreement and any advance rental deposit required by the Agreement has been received.
- 3.0 **TICKETMASTER:** VENUE has a contract with Ticketmaster to provide computerized ticketing service.
- 4.0 **EVENT TICKETS:** Tickets for events occurring in the VENUE must be ordered through VENUE utilizing VENUE's Ticketmaster contract or if applicable, VENUE issued roll tickets. All sales of tickets will be reported through the VENUE's Ticket Office.
 - 4.1 Ticket copy, prices, discounts, date(s) and time(s) and any notification of tickets to be withheld from sale by CLIENT must be submitted to VENUE no less than seven (7) working days before the on-sale date of event.
 - 4.2 CLIENT agrees to sell all tickets at the prices as advertised.
 - 4.3 In no event shall tickets to any concert, entertainment or other use being made of facility by CLIENT be sold or disposed of in excess of seating capacity of the house. CLIENT shall not admit to the facility a greater number of persons than can safely and freely move about and the decision of VENUE management in this respect will be final. CLIENT agrees that any seats with limited or impaired vision or any behind stage seats will be sold, only if limitation is clearly marked. VENUE will have the right to retain a certain number of seats as backup for sound console and problem seat locations.
 - 4.4 CLIENT shall provide VENUE's Ticket Office with written notification of any discount and/or special ticket offer, and supply sample copies of all coupons and/or printed materials relating to the discounts no less than seven (7) business days prior to the on-sale date of the event. CLIENT will provide complete information pertaining to disclaimers, availability of discount seats and necessary identification required no later than forty-eight (48) hours prior to their availability to the general public.
 - 4.5 CLIENT will indicate, to VENUE's Ticket Office, a representative who is authorized to approve requests for complimentary tickets. No requests for complimentary tickets will be processed without the approval of this authorized representative.
- 5.0 **MANNER OF SALE:** VENUE shall offer tickets for sale in the following manner:
 - 5.1 VENUE will provide staff to handle sales in person at VENUE'S Ticket Office during normal business hours during the on-sale period and at the event venue the day(s) of the performance(s). The venue will accept the forms of payment checked below:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Cash | <input checked="" type="checkbox"/> MasterCard |
| <input checked="" type="checkbox"/> Check | <input checked="" type="checkbox"/> Discover |
| <input checked="" type="checkbox"/> Visa | <input checked="" type="checkbox"/> |

TICKET OFFICE RIDER



- 5.2 Phone sales will be through Ticketmaster phone room, and Visa and MasterCard will be accepted.
- 5.3 Outlet sales will be through Ticketmaster outlets.
- 5.4 All tickets sold for the engagement covered by the terms of this Agreement are subject to convenience surcharges. Convenience surcharges will be considered as monies due to Ticketmaster over which CLIENT has no claim.
- 5.5 All tickets sold for the engagement covered by the terms of this Agreement shall be subject to a \$3.00 per ticket facility fee. This facility fee is considered a fee belonging to VENUE and no part of the gross sales of this event(s). The facility fee shall be considered as monies due to VENUE and shall not be considered as part of the ticket price and over which CLIENT shall have no claim.
- 5.6 VENUE'S Ticket Office will provide, at settlement, a manifest indicating total inventory of tickets that were available for sale and a statement listing tickets sold, discounted tickets sold and complimentary tickets processed.
- 6.0 **TICKET REFUNDS:** VENUE retains the right to make determination of ticket refunds for cause in keeping with VENUE policy of retaining public faith. Cause for refunds shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of equipment; postponement or change of date or time; or failure of advertised act to show or to go on stage within a reasonable time of schedule provided by CLIENT.
- 7.0 **EMPOWERMENT:** VENUE shall have the first lien against ticket office receipts and all property of CLIENT upon the premises of VENUE for all unpaid rental fees, reimbursable expenses and appropriate taxes due to the event covered by this Agreement. VENUE is empowered to withhold from ticket office receipts for all such items, and if such funds are not available at the conclusion of the event, to impound CLIENT property. Should such unpaid charges remain unpaid, VENUE shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.
- 8.0 **TICKET OFFICE CONTROL:** VENUE shall, at all times, maintain control and direction of ticket office, ticket personnel and ticket sales revenue until settlement. Only employees under the direct control and supervision of VENUE shall be permitted use of VENUE'S Ticket Office facilities or otherwise be engaged as admissions control personnel.
- 9.0 **TICKET COUNTS:** VENUE'S Ticket Office will provide ticket counts for CLIENT daily or as needed during Ticket Office business hours.
- 10.0 **SERVICE FEES:** Fees for Ticket Office service will be consistent with the Facility Rental Packet Fees in effect on the date of the event covered by this Agreement.
- 11.0 **CANCELLATION:** In the event that the event(s) covered by this Agreement is/are canceled, CLIENT shall permit VENUE to reimburse any amount due ticket holders. CLIENT shall pay VENUE the computer set-up fee plus the ticket handling charge on tickets sold up to the time of cancellation as compensation for the task of refunding tickets to the canceled event.
- 12.0 **TICKET OFFICE ACCESSIBILITY:** CLIENT grants ticket office access only to employees of VENUE approved prior to the event. The public and event personnel shall not be permitted access to such space.

Facility Initials_____Date_____

Client Initials_____Date_____



COVID-19 ADDENDUM

CR Schools Graduations

05/26/22 - 05/28/22

Licensee acknowledges that the COVID-19 pandemic is an ongoing and unpredictable public health emergency, which could impact the licensed premises.

Regardless of public proclamation, operation of the licensed premises is governed by the policies and guidance issued by VenuWorks, the venue's Owner and/or any of a number of governmental agencies having legitimate legal jurisdiction over the licenses premises. Licensee recognizes and acknowledges that the venue operator will not willfully disregard the operating directives issued by any of the aforementioned and directives may be inconsistent with the Licensee's understanding based upon information distributed by other sources. Decisions as to whether licensed premises are available with respect to health and COVID-19 issues are at the sole discretion of the Owner in cooperation with local governing authorities including but not limited to the Iowa Department of Public Health, and/or the Linn County Public Health Department.

Should unforeseen impacts of the COVID-19 pandemic prevent Operator from performing its obligations under this agreement, the Licensee's obligation to pay the license fee and to perform other obligations under this agreement shall be excused and the Licensee's sole remedy shall be a refund of the license fee. The Licensee thus assumes all risks of such impacts in entering this agreement and hereby releases and waives any claims against the Operator for any losses, costs, or incidental and consequential damages sustained or incurred by the Licensee as a result of COVID-19 related closures or delays.

By: _____
(VENUE)

By: _____
(CLIENT)

Date: _____

Date: _____

ADMINISTRATION

**BA-22-101 Cedar Rapids Community School District Health & Safety Mitigation Update
(Noreen Bush)**

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

Superintendent Bush will provide an update on current health and safety mitigation efforts.

ADMINISTRATION

BA-22-102 School Resource Officer Program Update (Noreen Bush)

Exhibit: Pocket Item

Information Item

Strategic Plan/Focus Areas

- Culture**
- Student Learning**
- Workforce**
- Systems and Resources**

Pertinent Fact(s):

Superintendent Bush will provide an update regarding the pending amended agreement with the City of Cedar Rapids - SRO program for the 2021-2022 School Year.

LEARNING AND LEADERSHIP

BA-22-103 Spring 2021 ISASP Results (Nicole Kooiker/John Rice)

Exhibit: BA-22-103.1-29

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Facts:

The administration will present an overview of the Spring 2021 Iowa Statewide Assessment of Student Progress (ISASP) results relative to statewide results and the CRCSD academic goals.



ISASP Review

Spring 2021 Results



FOCUS AREAS

Focus: CULTURE

Focus: STUDENT
LEARNING

Focus: WORKFORCE

Focus: SYSTEMS and
RESOURCES

Focus) CULTURE

PURPOSE:

Provide a safe, supportive, collaborative culture in which diversity of every learner is valued and embraced

MEASURES:

- Intercultural Development Inventory (IDI) Continuum Data
- High Reliability Schools (HRS) Survey Data
- Every Student Succeeds Act (ESSA)--Conditions for Learning Survey Data

STRATEGIES:

- Intercultural Development Inventory (IDI) Professional Learning
- High Reliability Schools (HRS), Level 1 Implementation and School Improvement Plans (SIP)
- Communications Strategic Plan
- Family Engagement Strategic Plan
- Magnet Schools and Innovative Programs



Focus) STUDENT LEARNING

PURPOSE:

Ensure high quality instruction which fosters and inspires academic, social, and emotional learning and growth to meet the needs of every student

MEASURES:

- Iowa Statewide Assessment of Student Progress (ISASP)--Proficiency and Growth
- Formative Assessment System for Teachers (FAST) --Benchmark and Growth
- Graduation Rate--both 4 year and 7 year
- Future Ready Pathway Course Enrollment Data
- Profile of a Graduate Rubric Measures

STRATEGIES:

- Academic Road Map Strategic Plan (HRS Levels 1-4)
- Profile of a Graduate Implementation Plan
- School Improvement Plans
- New Art and Science of Teaching Instructional Framework Aligned to Individual Professional Development Plans
- Digital Literacy and Technology Plan
- Magnet Schools and Innovative Programs

Focus) WORKFORCE

PURPOSE:

Engage and empower a talented and diverse workforce who supports Every Learner: Future Ready

MEASURES:

- Staff Engagement Survey
- Workforce Demographics
- Professional Growth

STRATEGIES:

- Workforce Recruitment, On-Boarding, and Succession Planning
- Employee Relations
- Benefit Programs
- HR Systems and Data



Focus) SYSTEMS and RESOURCES

PURPOSE:

Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district

MEASURES:

- Systems Completion Milestones
- In-home Internet Access
- School Safety and Security Drills
- Audit Results

STRATEGIES:

- Technology Strategic Plan
- System Upgrade and Integration for Human Resources and Financial Technology
- Facilities Master Plan Phase I and Phase II
- Safety and Security Plan
- Transportation Strategic Plan
- Nutritious and Healthy Meals Implementation Plan



FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:

EQUITY

By June 2022, CRCSD will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race, F/R) by 20%.

STUDENT ACHIEVEMENT

By June 2022, at least 80% of students will demonstrate annual growth on ISASP and at least 80% of students will score proficient or advanced on ISASP.

GRADUATION RATE

By June 2022, CRCSD will increase graduation rate by 10%.

ISASP Overview

Remind me again what ISASP means...

The Iowa Statewide Assessment of Student Progress (ISASP) is a once-a-year summative assessment measuring performance in ELA, math, and science for grades 3-11.

Reading

Compared to 2019, Iowa's reading results varied considerably across grade levels.

Grades 4, 6, 8, 10, and 11 improved.

Grade 3 dropped 14.8 percentage points.

Math

Compared to 2019, Iowa's math scores dropped in every tested grade level (3rd-11th).

Cedar Rapids CSD Trends

Compared to 2019, CRCSD saw drops in achievement in reading and math in each grade level.

The most significant declines were in **3rd grade reading** and **9th grade math**.

Contributing Factors

- **Loss of instructional time due to COVID and the August derecho**
- **Switch to the online version of ISASP**
- **Adapting instruction in a remote environment**

CRCSD Academic Goals and Current State

Academic Goal 1: Growth

By June 2022:

At least 80% of students will meet growth goals on ISASP in ELA, math, and science.

Academic Goal 1: Growth

Iowa has not had growth data for three consecutive years due to:

- 1. Switching to a new test in 2019*
- 2. Not testing in 2020*

Growth data should be available this time next year.

Academic Goal 2: Proficiency

By June 2022:

At least 80% of students will score proficient or advanced on ISASP in ELA, math, and science.

2020-2021 CRCSD Results, Relative to State Average

CRCSD ELA: 59%

State ELA: 69%

CRCSD Math: 50%

State Math: 66%

CRCSD Science: 49%

State Science: 61%

2020-2021 CRCSD Results by Mode

In Person

Remote

ELA:	60%	57%	(-3%)
Math:	52%	46%	(-6%)
Science:	50%	47%	(-3%)

2020-2021 CRCSD Results by Level

PA-22-103.1-29
Page 6

Elementary (*3rd-5th)

ELA: 52%

Math: 51%

Science: 41%

2020-2021 CRCSD Results by Level

Middle

ELA: 59%

Math: 50%

Science: 54%

2020-2021 CRCSD Results by Level

PA-22-103.1-29
Page 8

High (*9th-11th)

ELA: 67%

Math: 49%

Science: 52%

Academic Goal 3: Advanced

By June 2022:

Twice as many students will score advanced on ISASP in ELA, math, or science compared to 2019.

2020-2021 CRCSD Results: Advanced Performance

	18-19	20-21	Spring 2022 Goal
ELA	1,089	747	2,178
Math	1,101	809	2,202
Science	299	299	598

Academic Goal 4: Equity

By June 2022:

Decrease the gaps in proficiency rates--by race, EL status, and IEP status--by 20%.

2020-2021 CRCSD Results by Race

	White	AA	Gap (Goal)
--	-------	----	------------

ELA:	70%	32%	38% (30%)
-------------	------------	------------	------------------

Math:	61%	22%	39% (31%)
--------------	------------	------------	------------------

Sci:	60%	20%	40% (31%)
-------------	------------	------------	------------------

Change Since 2019

2019 Gap

2021 Gap

Change

ELA:

37%

38%

(+1%)

Math:

39%

39%

None

Sci:

39%

40%

(+1%)

2020-2021 CRCSD Results by EL Status

Non-ELL

ELL

Gap (Goal)

ELA:

62%

14%

48% (43%)

Math:

53%

8%

45% (34%)

Sci:

52%

8%

44% (38%)

Change Since 2019

2019 Gap

2021 Gap

Change

ELA: 54% 48% (-6%)

Math: 43% 45% (+2%)

Sci: 47% 44% (-3%)

2020-2021 CRCSD Results by IEP Status

W/O IEP

With IEP

Gap (Goal)

ELA: 67%

15%

52% (42%)

Math: 56%

15%

41% (36%)

Sci: 55%

14%

41% (35%)

Change Since 2019

	2019 Gap	2021 Gap	Change
--	----------	----------	--------

ELA:	53%	52%	(-1%)
-------------	------------	------------	--------------

Math:	45%	41%	(-4%)
--------------	------------	------------	--------------

Sci:	44%	41%	(-3%)
-------------	------------	------------	--------------

Next Steps

OLL Goals for 21-22

1. Professional Learning Communities
(HRS 1.4)
2. Family Engagement (HRS 1.6)

Next Steps

OLL Goals for 21-22

3. Instructional Coaching (HRS 2.1)

4. Assessment for Learning (HRS 3.5)



SCHOOL BOARD CALENDAR

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

2021- SEPTEMBER

Monday	Sep 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
--------	--------	---------	-----------------------	---

Monday	Sep 27	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
--------	--------	---------	---	---

2021- OCTOBER

Monday	Oct 11	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
--------	--------	---------	-----------------------	---

Monday	Oct 25	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
--------	--------	---------	---	---

2021- NOVEMBER

Tuesday	Nov 2		Election Day	
---------	-------	--	--------------	--

Monday	Nov 15	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
--------	--------	---------	---	---

2021- DECEMBER

Monday	Dec 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
--------	--------	---------	-----------------------	---

ADJOURNMENT – President Nancy Humbles

Board Meeting: Monday, September 13, 2021