

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, August 9, 2021 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles)3

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

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

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CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

“I move that the agenda of Monday, August 9, 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

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

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

CONSENT AGENDA

BA-22-000/02 Minutes – Regular Meeting on Monday, July 12, 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, July 12, 2021.

Board Meeting: Monday, August 09, 2021

CONSENT AGENDA

BA-22-001/02 Approval of Claims Report - June 2021 (David Nicholson)

Exhibit: BA-22-001/02.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of June 1 - 30, 2021 totaled \$31,259,439.56.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending June 30, 2021.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending June 30, 2021**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
Period Ending 6/04	\$ 11,033.45	\$ 183.38	\$ -	\$ -	\$ 32.14	\$ -	\$ 11,248.97
Period Ending 6/11	34,481.07	295.72	-	29,642.70	287.35	-	64,706.84
Period Ending 6/18	23,703.88	1,633.06	-	-	-	242.70	25,579.64
Period Ending 6/25	13,516.44	174.36	-	3,740.00	-	-	17,430.80
Period Ending 6/30	8,621,802.47	26,454.38	-	575,677.57	401,096.42	117,155.65	9,742,186.49
Approved Warrants and Voids							
Period Ending 6/04	\$ 285,308.48	\$ 9,889.23	\$ -	\$ 159,686.19	\$ 6,716.66	\$ -	\$ 461,600.56
Period Ending 6/11	461,076.02	31,173.76	3,000.00	241,375.50	105,625.07	25,057.91	867,308.26
Period Ending 6/18	613,651.12	49,310.06	79,312.46	3,251,423.05	29,678.14	384.34	4,023,759.17
Period Ending 6/25	1,809,200.35	19,769.36	2,541.94	122,195.88	245,057.84	-	2,198,765.37
Period Ending 6/30	3,160,885.31	16,342.69	-	611,644.39	30,029.29	676.00	3,819,577.68
	\$ 15,034,658.59	\$ 155,226.00	\$ 84,854.40	\$ 4,995,385.28	\$ 818,522.91	\$ 143,516.60	\$ 21,232,163.78
Payrolls - Net	<u>10,027,275.78</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,027,275.78</u>
Total Expenditures	<u>\$ 25,061,934.37</u>	<u>\$ 155,226.00</u>	<u>\$ 84,854.40</u>	<u>\$ 4,995,385.28</u>	<u>\$ 818,522.91</u>	<u>\$ 143,516.60</u>	<u>\$ 31,259,439.56</u>

Note: Individual transactions can be viewed on the Cedar Rapids Community School District website under Board of Education.

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 4, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 11,033.45	\$ 183.38	\$ -	\$ -	\$ 32.14	\$ -	\$ 11,248.97
Approved Warrants and Voids (Entered By Batch)							
	\$ 285,308.48	\$ 9,889.23	\$ -	\$ 159,686.19	\$ 6,716.66	\$ -	\$ 461,600.56
Total	<u><u>\$ 296,341.93</u></u>	<u><u>\$ 10,072.61</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 159,686.19</u></u>	<u><u>\$ 6,748.80</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 472,849.53</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 11, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 34,481.07	\$ 295.72	\$ -	\$ 29,642.70	\$ 287.35	\$ -	\$ 64,706.84
Approved Warrants and Voids (Entered By Batch)							
	\$ 461,076.02	\$ 31,173.76	\$ 3,000.00	\$ 241,375.50	\$ 105,625.07	\$ 25,057.91	867,308.26
Total	<u>\$ 495,557.09</u>	<u>\$ 31,469.48</u>	<u>\$ 3,000.00</u>	<u>\$ 271,018.20</u>	<u>\$ 105,912.42</u>	<u>\$ 25,057.91</u>	<u>\$ 932,015.10</u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 18, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 23,703.88	\$ 1,633.06	\$ -	\$ -	\$ -	\$ 242.70	\$ 25,579.64
Approved Warrants and Voids (Entered By Batch)							
	\$ 613,651.12	\$ 49,310.06	\$ 79,312.46	\$ 3,251,423.05	\$ 29,678.14	\$ 384.34	4,023,759.17
Total	<u><u>\$ 637,355.00</u></u>	<u><u>\$ 50,943.12</u></u>	<u><u>\$ 79,312.46</u></u>	<u><u>\$ 3,251,423.05</u></u>	<u><u>\$ 29,678.14</u></u>	<u><u>\$ 627.04</u></u>	<u><u>\$ 4,049,338.81</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 25, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 13,516.44	\$ 174.36	\$ -	\$ 3,740.00	\$ -	\$ -	\$ 17,430.80
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 1,809,200.35	\$ 19,769.36	\$ 2,541.94	\$ 122,195.88	\$ 245,057.84	\$ -	\$ 2,198,765.37
Total	<u><u>\$ 1,822,716.79</u></u>	<u><u>\$ 19,943.72</u></u>	<u><u>\$ 2,541.94</u></u>	<u><u>\$ 125,935.88</u></u>	<u><u>\$ 245,057.84</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 2,216,196.17</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 30, 2021

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Funds (62,65)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 263,083.76	\$ 1,823.66	\$ -	\$ -	\$ -	\$ -	\$ 264,907.42
ACH Payments	8,358,718.71	24,630.72	-	575,677.57	401,096.42	117,155.65	9,477,279.07
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 3,165,330.78	\$ 16,542.69	\$ -	\$ 611,644.39	\$ 30,029.29	\$ 676.00	\$ 3,824,223.15
Voids	\$ (4,445.47)	\$ (200.00)	\$ -	\$ -	\$ -	\$ -	\$ (4,645.47)
Total	<u>\$ 11,782,687.78</u>	<u>\$ 42,797.07</u>	<u>\$ -</u>	<u>\$ 1,187,321.96</u>	<u>\$ 431,125.71</u>	<u>\$ 117,831.65</u>	<u>\$ 13,561,764.17</u>

CONSENT AGENDA

BA-22-005/02 Investments Report – June 2021 (David Nicholson)

Exhibit: BA-22-005/02.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of June 2021. Investments purchased during the month totaled \$10,000,848.27, and investments redeemed during the month totaled \$16,000,000.00. The current interest rate for US Bank is 0.02%, in comparison to 0.07 % at US Bank in June 2020. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for June 2021 was 0.01%, in comparison to 0.20% in June 2020.

INVESTMENTS - JUNE 2021

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)
<u>General fund</u>					
Redeem	June 10, 2021	\$2,000,000.00	US Bank	-	2,000,000.00
Redeem	June 30, 2021	\$12,000,000.00	US Bank	-	12,000,000.00
Interest	June 30, 2021	\$ 110.70	US Bank~ISJIT Jun'21 Int	110.70	-
Fund Total				110.70	14,000,000.00
<u>Management Fund</u>					
Invest	June 30, 2021	\$2,000,000.00		2,000,000.00	-
Fund Total				2,000,000.00	-
<u>Student Activity Fund</u>					
Invest	June 10, 2021	\$ 241.60	US Bank	241.60	-
Interest	June 30, 2021	\$ 93.39	US Bank	93.39	-
Fund Total				334.99	-
<u>Food & Nutrition Fund</u>					
N/A				-	-
Fund Total				-	-
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>					
Invest	June 8, 2021	\$4,000,000.00	US Bank	4,000,000.00	-
Redeem	June 17, 2021	\$2,000,000.00	US Bank	-	2,000,000.00
Invest	June 30, 2021	\$402.58	US Bank	402.58	-
Fund Total				4,000,402.58	2,000,000.00
<u>Physical Plant & Equipment Fund (PEEL)</u>					
Invest	June 8, 2021	\$3,000,000.00	US Bank	\$3,000,000.00	-
Fund Total				3,000,000.00	-
<u>Debt Services Fund</u>					
Invest	June 8, 2021	\$1,000,000.00	US Bank	\$1,000,000.00	-
Fund Total				1,000,000.00	-
<u>GRAND TOTAL</u>				\$ 10,000,848.27	\$ 16,000,000.00

CONSENT AGENDA

BA-22-008/02 Open Enrollment - Denial 2021-2022 (John Rice)

Exhibit: BA-22-008/02.1-2

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, August 09, 2021

**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>
A. Klinkenborg	B. Vrba	10	Cedar Rapids Community School District	Alburnett Community School District
Reason: Application filed late				
A Ward	A. Ward	8	Cedar Rapids Community School District	CAM/IA Connections School District
Reason: Application filed late				
J. & C. Moore	A. Moore	2	Cedar Rapids Community School District	Center Point Urbana School District
Reason: Application filed late				
J. & A. Rittmiller	R. Rittmiller	1	Cedar Rapids Community School District	College Community School District
Reason: Application filed late				
N. & M. Mousso	M. Ndry	9	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				
K. Jungjohann	Z. Savadogo	9	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late				

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

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
K. Garvin	E. Johnson	9	Cedar Rapids Community School District	Mount Vernon Community School District

Reason: Application filed late

**TOTALS: 1 Alburnett CSD
1 CAM/IA Connections SD
1 Center Point Urbana SD
1 College Community SD
2 Linn Mar CSD
1 Mount Vernon CSD**

CONSENT AGENDA

BA-22-009/02 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/02.1-9

Action Item Roll Call

Recommendation:

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

BA-22-009/02 Personnel Report (Linda Noggle)**APPOINTMENTS - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Bentley, Kara	\$50,450.00	Strat II (Autism) Nixon	2021-2022 School Year
Castelan, Ismenia	\$48,100.00	ELL Washington	2021-2022 School Year
Carpenter, Amber	\$87,546.00	Behavior Analyst ELSC	2021-2022 School Year
Christensen, Austin	\$3,168.00	WM Basketball MS McKinley	2021-2022 School Year
Curtis, Alexandra	\$48,100.00	4th/5th Grade Cedar River Academy	2021-2022 School Year
Duff, Natalia	\$52,850.00	Counselor Cedar River Academy	2021-2022 School Year
Dunlay, Lauren	\$2,340.00	Cheer Assistant Kennedy	2021-2022 School Year
Ficken, Zach	\$4,225.00	WM Bowling Head Washington	2021-2022 School Year
Groth-Bernard, Kathryn	\$55,700.00	ELL Washington	2021-2022 School Year
Hayes, Sarah	\$60,450.00	Language Arts Kennedy	2021-2022 School Year
Hilby, Sarah	\$5,656.00	WM Track Asst. Kennedy	2021-2022 School Year
Hutzel, Dylan	\$46,000.00	Language Arts Franklin	2021-2022 School Year
Jackson, Andrea	\$57,400.00	Language Arts Taft	2021-2022 School Year
Jensen, Anthony	\$46,000.00	Social Studies Metro	2021-2022 School Year
Konzen, Jabob	\$3,168.00	MS Wrestling McKinley	2021-2022 School Year

Kemp (Anderson), Courtney	\$53,750.00	Strat II (BD) Washington	2021-2022 School Year
Logeman, Isaac	\$5,201.00	Student Government Washington	2021-2022 School Year
Malcolm, Judd	\$3,656.00	MN Basketball MS McKinley	2021-2022 School Year
Martel, Aimee	\$55,050.00	Strat I (MC) Roosevelt	2021-2022 School Year
Martin, Laurie	\$62,950.00	3rd Grade Cedar River Academy	2021-2022 School Year
McCarty, Molly	\$46,000.00	Math Wilson	2021-2022 School Year
McGuire, Joshua	\$3,412.00	MS Football McKinley	2021-2022 School Year
Montross, Brandon	\$46,000 (prorated)	Physical Education (0.5 FTE) Truman	2021-2022 School Year
Moser, Katlyn	\$48,100.00	ELL To Be Determined	2021-2022 School Year
O'Leary, Kaitlyn	\$48,100.00	Language Arts McKinley	2021-2022 School Year
Patterson, Shelby	\$48,100.00	2nd Grade West Willow	2021-2022 School Year
Putnam, Annette	\$57,950.00	ELL To Be Determined	2021-2022 School Year
Robertson, Andrea	\$62,950.00	Computer Science McKinley	2021-2022 School Year
Sanner, Abigail	\$46,000.00	4th/5th Grade Cedar River Academy	2021-2022 School Year
Schmoke, Kira	\$46,000.00	Physical Education Washington	2021-2022 School Year
Simonsen, Mary	\$46,000.00	4th/5th Grade Garfield	2021-2022 School Year

Sodawasser, Andrew	\$46,000.00	4th Grade Cleveland	2021-2022 School Year
Staab, Montana	\$46,000.00	3rd Grade Garfield	2021-2022 School Year
VanDooren, Alexandra	\$55,350 (prorated)	Media Specialist (0.5 FTE) Kenwood	2021-2022 School Year
Wagner, Ashley	\$46,000.00	Math McKinley	2021-2022 School Year
Williams, Shelby	\$46,000.00	Blended Learning Nixon	2021-2022 School Year
Williamson, Stephanie	\$6,825.00	Band Assistant Kennedy	2021-2022 School Year
Zimmerman, Laura	\$3,656.00	MN Tennis MS Roosevelt	2021-2022 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Lane, Carrie	\$50,450 (prorated)	3rd Grade (0.5 FTE) Garfield	2021-2022 School Year
Monnahan, Ashley	\$46,505.00	Engagement Specialist McKinley	8/13/2021
Murphy, Baily	\$45,592.00	Engagement Specialist Van Buren	8/13/2021
Reynolds, Liam	\$46,713.00	Engagement Specialist Nixon	8/13/2021
Thompson, Shannon	\$46,713.00	Engagement Specialist Cleveland	8/13/2021

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Aarhus, Amy	Personal	1st Grade Nixon	7/22/2021
Bergert, Payt	Personal	5th Grade Jackson	7/13/2021

Birdsley, Elizabeth	Personal	Engagement Specialist Cleveland	6/28/2021
Brown, Jeremy	Personal	WM Soccer MS Wilson	7/1/2021
Cerqueira, Lauren	Personal	Counselor McKinley	7/13/2021
Christiansen, Katie	Personal	Instructional Coach Grant	07/26/2021
Dale, Catherine	Personal	Engagement Specialist Nixon	06/30/2021
Diaz-Doolin, DaMu	Personal	Engagement Specialist McKinley	7/12/2021
Gallagher, Christine	Personal	3rd Grade Wright	07/14/2021
Hanes, Matthew	Personal	5th Grade CRA	07/22/2021
Johnson, Jessica	Personal	Science Washington	07/30/2021
McGraw, Shannon	Personal	Strat I (MC) Hiawatha	07/26/2021
Palmersheim, Deborah	Personal	Early Learning CRA	07/23/2021
Parker, April	Personal	Webmaster Wright	07/22/2021
Pieper, Alexis	Personal	Special Ed Facilitator Elementary Connections	07/29/2021
Pittmon, Ezekiel	Personal	Engagement Specialist Van Buren	06/28/2021
Reysack, Richard	Personal	Construction Project Specialist ELSC	07/15/2021
Schneider, Alexandra	Personal	Kindergarten Garfield	07/09/2021

Uhrich, Mark	Personal	PE Washington	7/12/2021
Vargas, Lorymar	Personal	Computer Science Kennedy	7/30/2021
Werling, Eric	Personal	School Security and Crisis Response Supervisor ELSC	7/29/2021
Wilkin, Brenda	Personal	Facilitator Van Buren	6/28/21
Williams, Amy	Personal	Band Franklin	8/10/21

NON-RENEWAL OF CONTRACT- SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Zabloudil, Drake		Football Asst Kennedy	7/19/2021

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Akkerman, Alicia	\$14.14	Cashier Washington	8/2/2021
Anderson, Sarah	\$15.27	Health Secretary Madison	8/20/2021
Arcand, Gretchen	\$15.27	Health Secretary Hoover	8/20/2021
Bascom, Mindy	\$12.32	Food Service Assistant Taft	8/2/2021
Bayer, Andria	\$14.69	Paraprofessional Wright	8/19/2021
Bell, Danita	\$13.38	Paraprofessional Arthur	8/19/2021
Burgett, Amber	\$12.53	Paraprofessional Viola Gibson	8/9/2021
Bortolozzo, Jessika	\$12.28	Paraprofessional Grant	8/16/2021
Champion, Teral	\$18.88	Bus Driver ELSC	7/19/2021

Christiansen, Joan	\$14.42	Paraprofessional Hiawatha	8/19/2021
Collins-Atkinson, Sabrina	\$12.28	Paraprofessional Grant Wood	8/19/2021
Frank, Monica	\$17.14	Van Driver ELSC	8/9/2021
Forsythe, Zorrie	\$18.88	Bus Driver ELSC	7/12/2021
Haugh, Jennifer	\$14.22	Paraprofessional Hiawatha	8/19/2021
Haerther, Laura	\$15.27	Health Secretary Franklin	8/20/2021
Huffman, Jessica	\$12.53	Paraprofessional Grant	8/2/2021
Kibbie, Mariah	\$16.04	ESC Secretary ELSC	7/12/2021
Kline, Veronica	\$14.22	Paraprofessional West Willow	8/16/2021
Lapointe, Allison	\$14.42	Paraprofessional Arthur	8/19/2021
May, Rachel	\$18.88	Transportation Driver ELSC	8/2/2021
McGinty, Colleen	\$12.32	Food Service Assist I Hoover	8/2/2021
Nesbitt, Connie	\$14.31	Bus Attendant ELSC	8/2/2021
Niyokwizigigwa, Eveline	\$13.38	Paraprofessional Hoover	8/27/2021
Pasker, Frederick	\$18.88	Transportation Driver ELSC	08/03/2021
Peyton, Alura	\$12.28	Crossing Guard Cleveland	8/23/2021

Rizzio, Destinee	\$12.53	Paraprofessional Taylor	8/19/2021
Schnepf, Samantha	\$14.14	Cashier Wilson	8/9/2021
Tanner, Maegan	\$12.53	Paraprofessional Pierce	8/20/2021
Tosino, Kasondra	\$14.86	Media Secretary Grant Wood	8/20/2021
Underwood, Kayla	\$12.13	Child Care Professional Viola Gibson	07/29/2021
Varner, Angela	\$12.32	Food Service Assistant I Harding	8/2/2021
Wilkie, Kimberly	\$14.22	Paraprofessional Wilson	8/19/2021
Wittenburg, Lauren	\$16.04	Principal Secretary Home School	8/17/2021
Zebuhr, Paige	\$13.38	Paraprofessional Arthur	8/20/2021

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Abbasi, Cynthia	\$19.66	Paraprofessional Kenwood	8/20/2021
Baloch Hadish, Mary	\$17.67	Paraprofessional Nixon	8/20/2021
Bena, Kali	\$14.86	Attendance Secretary Jefferson	8/20/2021
Cookson, Sara	\$12.79	Paraprofessional Jefferson	8/20/2021
Deam, Carrie	\$15.27	Health Secretary Jefferson	8/20/2021
Fowler, Gwendolyn	\$12.32	Food Service Asst Viola Gibson	8/19/2021
Grifford, Brenda	\$13.64	Paraprofessional Grant Wood	8/20/2021

Herb, Sondra	\$15.11	Secondary Cook/Baker Franklin	08/19/2021
Kiesel, Amy	\$17.63	Elem Manager F&N Van Buren	08/19/2021
Knight, Christine	\$15.36	Secondary Cook Jefferson	08/19/2021
Mason, Sydney	\$19.30	Behavior Tech Taylor	08/20/2021
Mason, Theresa	\$16.58	Elem Manager F&N Cleveland	08/19/2021
Parker, April	\$19.30	Behavior Technician Grant Wood	08/13/2021
Seevell, Brittany	\$12.55	Paraprofessional Roosevelt	08/20/2021
Turner, Bianca	\$16.04	Assoc. Principal Secretary McKinley	08/13/2021
Walsh, Kathy	\$13.86	Food Service Assistant Van Buren	8/19/2021

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Beyer, Fredric	Personal	Paraprofessional Franklin	7/23/2021
Bruns, Catrina	Personal	Paraprofessional Truman	07/01/2021
Bryant, Kristi	Personal	Paraprofessional Nixon	07/30/2021
Carter, Anthony	Personal	Food Service Asst Taft	07/14/2021
Durchenwald, David	Personal	Transportation Driver ELSC	07/20/2021
Forsythe, Zorrie	Personal	Transportation Driver ELSC	07/19/2021

Krumm, Joan	Personal	Paraprofessional Hiawatha	06/30/2021
Laird, Kristin	Personal	Transportation Driver ELSC	7/13/2021
Mann, Jeff	Personal	Transportation Driver ELSC	7/19/2021
Orellana, Elsy Rosario	Personal	Principal Secretary Van Buren	7/16/2021
Reutzell, Stacy	Personal	Paraprofessional Nixon	7/7/2021
Saunders, Angela	Personal	Paraprofessional McKinley	07/21/2021
Seybert, Carol	Personal	Bus Attendant ELSC	06/05/2021
Vasquez, Rebecca	Personal	Behavior Tech Grant	07/19/2021
Yousse, Dayton	Personal	Bus Attendant ELSC	7/14/2021
Zimmerman, Joel	Personal	Custodian II Floater ELSC	7/28/2021

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Boll, Leta		Secondary Mgr Jefferson	7/7/2021
Rasmusen, Mary		Principal Secretary Home School	8/31/2021
Schulte, James		Bus Attendant Transportation	06/04/2021

CONSENT AGENDA

BA-22-015/02 Agreements - Cedar Rapids Community School District and Kids on Course and Foundation in Learning - Data Sharing and Use - 2021-2022 School Year (Craig Barnum)

Exhibit: BA-22-015/02.1-8

Action Item

Pertinent Fact(s):

The Board is asked to consider the approval of the Data Sharing and Use Agreements for Cedar Rapids Community Schools to provide the following:

1. **KOC** - pertinent student data to provide opportunities for enrichment, academic support, and parent engagement activities for the Grant, Van Buren, Harrison, Roosevelt, Wilson, Jefferson and Kennedy school communities.
2. **Foundations in Learning** - pertinent student data to track and analyze the progress of students using WordFlight, which is designed to improve elementary and middle school student reading performance. The participating students will use WordFlight during the 2021 - 2022 school year. This data will enable Recipient to continue to develop and refine educational solutions to support Iowa's students, and to evaluate and report the impact of WordFlight on critical measures of student progress utilized by CRCSD.

Recommendation:

It is recommended that the Board of Education approve the Agreements between the Cedar Rapids Community School District and KOC and Foundations in Learning - Data Sharing and Use for the 2021-2022 School Year.

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Kids on Course, aka KOC (Recipient), having as its principal place of business PO Box 2336, Cedar Rapids, IA 52406 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** It is the mutual desire of the District and Foundation to provide opportunities for enrichment, academic support, and parent engagement activities for the Grant, Van Buren, Harrison, Hoover, Cedar River Academy at Taylor, Roosevelt, Wilson, Jefferson and Kennedy school communities through KOC.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Only for KOC participants from the aforementioned schools:
 - Student Demographics: Name, Grade, School, Gender, ELL Status, IEP Status, % Homeless, % Free/Reduced Lunch, Race/Ethnicity
 - Academic Data including: FAST scores, Iowa Assessment Math and ELA scores, GPA (when applicable), D/F Grades (when applicable), MAP testing
 - Engagement Data: attendance (days enrolled, attended, and missed), major office referrals, in/out of school suspensions
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. Non-participant data will be supplied in aggregate for comparative purposes only.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:

- Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
- Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Cassie Mitvalsky

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was

transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.

- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

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

<u>PROVIDER:</u> Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<u>RECIPIENTS:</u> Cassie Mitvalsky, Program Director Kids on Course PO Box 2336 Cedar Rapids, IA 52406
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: Cassie Mitvalsky

Date: 05/24/2021

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Foundations in Learning (Recipient), having as its principal place of business 2441 Coral Court Suite 4, Coralville, IA 52241 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2022.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data share is to track and analyze the progress of students using WordFlight, which is designed to improve elementary and middle school student reading performance. The participating students will use WordFlight during the 2021 - 2022 school year. This data will enable Recipient to continue to develop and refine educational solutions to support Iowa's students, and to evaluate and report the impact of WordFlight on critical measures of student progress utilized by Provider.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Demographic Data: last name, first name, IEP status, Section 504 status, student number, gender, school, grade, race/ethnicity, ELL status
 - Academic Data: ISASP reading scores, FAST reading scores, iReady reading scores for the 2020 – 2021 and 2021 – 2022 school years.
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. Aggregate level free and reduced lunch data will be provided for student group sizes greater than 10.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
- Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
 - Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
 - Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
 - Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Jason Smith - jsmith@foundations-learning.com

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2022.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Foundations in Learning C/O Jason Smith 2441 Coral Court Suite 4 Coralville, IA 52241</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: _____

Date: _____

CONSENT AGENDA

**BA-22-042 Amended - Appointments of Board Members to Board Committees
(Nancy Humbles)**

Information Item

Pertinent Fact(s):

1. As a representative of the Board of Education, Board members may be asked to serve as liaisons to committees or organizations outside of the school District for the purpose of reciprocal communication. The president, with Board consensus, will appoint these liaisons.
2. The following appointment for the 2019-2021 School Years has been amended (thru December 31, 2021):
 - Legislative Representative/ IASB Delegate Assembly – Director Garlock

CONSENT AGENDA

BA-22-043 Agreement – Cedar Rapids Community School District and The New Bohemian Innovation Collaborative, Inc. for Iowa BIG Facility – 2021-2022 School Year (Trace Pickering)

Exhibit: BA-22-043.1-13

Action Item

Pertinent Fact(s):

1. Iowa BIG is moving to a larger space to accommodate the program consolidation into one location. The Agreement with NewBoCo provides Iowa BIG students an opportunity to be placed in the center of the entrepreneurial hub of the Cedar Rapids community. In addition, the sub-lease provides Iowa BIG with additional space to accommodate up to another 40 students.
2. The Agreement provides for a one-year rental and the cost will be shared equally with our Iowa BIG partners.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and The New Bohemian Innovation Collaborative, Inc. for Iowa BIG for the 2021-2022 School Year.

Sub-Lease Agreement

By and Between

Landlord: THE NEW BOHEMIAN INNOVATION COLLABORATIVE, INC. d/b/a NewBoCo

And

Tenant: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Location: 415 12th Avenue SE, Cedar Rapids, Iowa 52401

Date: July 20, 2021

THIS SUB-LEASE AGREEMENT is hereby made and entered into, by and between Landlord and Tenant. In consideration of the promises, covenants and agreements of the parties set forth in this Agreement, the parties agree as follows:

LEASE DEFINITIONS. For purposes of this Lease, the following terms have the meanings specified or referred to below. In the event of a conflict between the terms of the Lease and the definition below, the definition below shall prevail.

Landlord: The New Bohemian Innovation Collaborative, Inc. d/b/a NewBoCo

Landlord Address: 415 12th Avenue SE, Cedar Rapids, Iowa 52401.

Tenant: Cedar Rapids Community School District

Tenant's Address: 2500 Edgewood Road NW, Cedar Rapids, IA 52405.

Leased Premises: The Leased Premises will consist of approximately 569 usable square feet currently identified as the K-12 Education room and the VR Lab. See Exhibit A.

Building: Office/Retail Center located at 415 12th Avenue SE, Cedar Rapids, Iowa 52401.

Initial Lease Term: 296 days

Possession Date: August 23, 2021

Lease Commencement Date: August 9, 2021

Termination Date: June 1, 2022

Tenant's Permitted Use(s): Professional office space.

Annual Base Rent:

Initial Year: \$11.75 psf (\$6,685.75 annually; \$557.15 monthly)

Estimated Initial Additional Rent (in \$ per Square ft):

Real Estate Taxes: Included in CAM

Insurance: Included in CAM

Janitorial: \$.52

CAM: \$6.00

TOTAL: \$6.52 psf

Security Deposit: None.

Exhibits:

Exhibit A - Building Floor Plan

1. **PREMISES AND TERM.** Subject to the terms and conditions of this Lease, the Landlord leases to the Tenant the Leased Premises in the Building. The portion of the Building demised to Tenant is hereafter referred to as Leased Premises. The Leased Premises is shown in detail on Exhibit A, as attached hereto. The demise of the Leased Premises shall include a non-exclusive right to use the parking lot, the driveways, and other common areas ("Common Areas"), which are a part of the Building.

2. **TERM.** This Lease Term shall commence on the Lease Commencement Date and expire on the Termination Date, upon the condition the Tenant pays rent therefor, and otherwise performs its obligations under the Lease. Tenant shall be entitled to possession on the Possession Date, thereby allowing Tenant the right to start moving into the Leased Premises its furnishings and equipment. Tenant shall yield possession to the Landlord on the Termination Date, except as herein otherwise expressly provided.

3. **USE.** Tenant covenants and agrees during the Lease Term to use the Leased Premises only for Tenant's Permitted Use and any business reasonably related thereto, subject to the restrictions contained herein. In addition, Tenant shall not use the Premises for any purpose or in any manner prohibited or restricted by law. Tenant shall, at Tenant's own cost and expense, procure each permit, license, certificate, or other authorization required in connection with use of the Leased Premises. If necessary, Landlord shall cooperate with Tenant, at no cost to Landlord, and join in the necessary applications and other documents. Tenant shall provide all safety appliances required by its use or occupancy of the Leased Premises.

4. **CONDITION OF LEASED PREMISES.** Tenant shall accept the Leased Premises in its existing condition. Tenant shall, at its sole cost and expense, procure and perform all other work and materials in order to complete the Leased Premises for its use. Tenant acknowledges and agrees that Landlord has not and will not make any representations or disclosures of any kind concerning the condition of the property and has made none.

5. **RENT.**

A. **NET-NET-NET RENT.** Rent shall be due beginning on the Rent Commencement Date. It is the intention of the parties that the Landlord shall receive the Base Rent and the sums payable as Additional Rent by the Tenant under the terms of this Lease as set forth herein. Such Additional Rent shall reimburse Landlord for all expenses of owning, operating, and maintaining the Building and Land upon which it sits, except as expressly excluded below, and shall permit Landlord to receive Base Rent as "net" rent. "Additional Rent" shall include but is not limited to: CAM, Insurance, and Taxes. Base Rent and Additional Rent and all amounts due under this Lease are collectively referred to herein as "Rent". Except as provided in this Lease, Rent shall be paid without abatement, deduction or set off of any kind, it being the intention of the parties that, to the full extent permitted by law, Tenant's covenant to pay rent shall be independent of all other covenants contained in this Lease. Tenant shall not pay any of Landlord's mortgage and loan payments on the Leased Premises. Tenant shall be under no obligation to pay any income tax payable by the Landlord or any gift, inheritance, transfer, estate, or succession tax by reason of any present or future law which may be enacted during the term of this Lease.

B. **DELINQUENCY CHARGE.** All monthly payments shall be due on or before the first day of each month. All sums shall be paid at Landlord's address, or at such other place as Landlord may designate in writing. If the monthly rental as established in this Lease is not received by Landlord within ten (10) days from the date it is due, Tenant agrees to pay Landlord a late charge of 5% of the monthly rental or such amount as applicable law may allow if a lesser amount. In addition, all payments becoming due under this Lease shall bear interest from the due date until paid at the Prime rate (reported in the Wall Street Journal at the time of default) plus 6% per annum.

6. **CARE AND MAINTENANCE OF THE LEASED PREMISES.**

A. **LANDLORD'S DUTY OF CARE AND MAINTENANCE.** Landlord will keep and maintain the roof, the floor, HVAC, exterior walls and other structural supporting parts of the Building (including without limitation concrete slab, footings), electrical and plumbing exterior to the Leased Premises in a reasonably safe and serviceable condition and will make the necessary repairs and replacements at Landlord's sole expense to such structural parts and any defects in initial non-structural parts of the Building, except with respect to common areas as provided in subparagraph G of this paragraph 6.

B. **TENANT'S DUTY OF CARE AND MAINTENANCE.** Tenant shall, after taking possession of the Leased Premises and until the termination of this Lease and the actual removal from the Leased Premises, at its own expense, care for and maintain the Leased Premises in a reasonably safe and serviceable condition, except for structural parts and initial non-structural component defects of the Building as more particularly defined in

paragraph 6.A. above. Tenant will make all necessary repairs and replacement to the sewer, the plumbing, the water pipes, electrical wiring located within the Leased Premises and mechanical components. Tenant will furnish its own furniture and signage. Tenant will not permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of Tenant, its agents, or employees. Tenant will keep faucets closed so as to prevent waste of water and flooding of premises. Tenant will, at Tenant's own expense, maintain the floor covering in good condition. Tenant, its employees, agents or subcontractors are not permitted access to the roof of the Building without a representative of Landlord being present. Tenant shall not cut holes in the roof (a) without written consent of Landlord and (b) unless Landlord's roofing contractor is used in order to maintain the roof warranty. In making any repairs or material alterations to the premises, Tenant agrees to use materials and workmanship of a quality and class at least equal to the original construction. Tenant agrees that at termination of the Lease, the property leased shall be returned in the condition delivered to Tenant, reasonable repair, ordinary wear and casualty excepted.

C. **COMMON AREAS.** Landlord grants to Tenant, in common with other tenants, and their agents, employees, customers, and persons doing work for or business with tenants in the Building, the right to use the Common Areas and those areas designated by Landlord for common use, subject to the terms and conditions of this Lease.

D. **MAINTENANCE OF COMMON AREAS.** The Landlord shall:

E. (i) maintain and keep in good repair (including the making of any necessary replacements) all portions of the Common Areas including, but not limited to, paving, roads, hydrants, driveways, sidewalks, curbs, culverts and drainage facilities, surfacing, landscaping, barriers, retaining walls, fences, gates, grading, directional signs, marking of the parking area, sewer and water supply lines and facilities, and other outside service and utility lines and facilities, including electric lines, pipes, and installation of every kind serving the Building (including premises not leased to Tenant); and (ii) Landlord shall keep the portions of the sidewalks adjacent to the Leased Premises reasonably free from accumulated snow, ice, and refuse, and open for use and lighted during business hours.

F. **CONTROL OF COMMON AREAS.** Landlord shall have exclusive control over and management of the Common Areas, and may establish, modify, change, and enforce reasonable rules and regulations with respect thereto. Customers shall have the right to use the parking facilities only while they are customers of Tenant or other tenants in the Building. Tenant and its employees may park their trucks, delivery vehicles, and automobiles only in parking areas designed by Landlord for that purpose. Tenant shall abide by and conform with such rules and regulations. Landlord may close any part of the Common Areas for whatever time as may, in the opinion of the Landlord's counsel, be necessary to prevent a dedication thereof or the accrual of any rights in any person, or to clean and repair such area.

G. **COMMON AREA CHARGES.** Except as otherwise provided in Section 6.A, above, Tenant shall pay its Pro-Rata Share (1.3% based on Tenant's 569 rentable square feet/Building 44,730 total rentable square feet) of all the cost incurred by Landlord in maintaining, caring for and repairing Common Areas of the Building, the parking areas and access roads serving the Building ("CAM"). CAM shall include but is not limited to: exterior maintenance, repairs and replacements; HVAC and common area maintenance, repairs and replacements; lawn care; landscaping care; snow removal; salaries; insurance; supplies, licenses, equipment rental; liability and property casualty insurance; management fees; water; sewer; electric; gas; lighting; security; signage; cleaning; parking lot maintenance, repairs, wear coating, sealing, crack filling and striping; accounting expenses. CAM shall not include Landlord's attorney's fees or expenses of directly attributable to other premises located in the Building or other lease agreements. Tenant shall pay its monthly share of the CAM on the dates that the monthly Base Rent is due. In June of each year, Landlord shall provide Tenant with an accounting of the CAM for the prior calendar year. Any deficit in the CAM account for Tenant shall be paid by Tenant within one (1) month and if there is any surplus in the CAM account for the Tenant, it shall be reimbursed by Landlord to Tenant within one (1) month. The parties acknowledge that trash removal is included in the CAM. Landlord may, in good faith, from time to time, during any calendar year, adjust the payment amount Tenant is to make under the terms of this paragraph so as to more accurately approximate Tenant's anticipated share of annual CAM expenses, and to take into account any deficiency or surplus in the amounts paid by Tenant.

7. **UTILITIES.** Tenant shall pay all utility expenses that are separately metered or billed to the Leased Premises, if any. Tenant acknowledges all utilities have one (1) meter for the Building; Tenant will be billed for its Pro-Rata Share of each utility as a Common Area Charge as provided in Section 6.G. Landlord shall not be liable for any damages incurred on account of the utility company's failure at any time to supply the utilities.

Tenant's utility responsibility shall include, but is not limited to, heat, water, gas, electricity, telephone, garbage, and internet and related internet access support charges.

8. **RESTRICTIONS ON USE.** Tenant shall not use or permit the Leased Premises to be used for any purpose other than Tenant's Permitted USE as above stated, nor keep or store in or about the Leased Premises anything which will increase the rate of insurance on the Building, nor permit any change in occupancy or any transfer of this Lease by operation of law or otherwise, nor make any alterations, additions, or improvements, without first obtaining the written consent of the Landlord. Tenant will not invalidate any policies of insurance now or hereafter in force with respect to the Building and will pay all extra insurance premiums, if any, required on account of extra risk caused by the Tenant's use of the Leased Premises. Tenant shall not engage in operations at the Leased Premises which involve the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous waste" as such terms are defined under all federal, state and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restrictions and requirements relating to environmental or hazardous substances including, but not limited to, Chapter 42, the United States Code and Chapter 455B of the Iowa Code. Tenant further covenants that it will not cause or permit to exist as a result of an intentional or unintentional act or omission on its part, the releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping from, on or about the Leased Premises of any hazardous substance, radioactive or hazardous waste. In the event of Tenant's failure to comply in full with this paragraph, Landlord may, at its option, perform any and all of Tenant's obligations as set forth in this paragraph and all costs and expenses incurred by Landlord in the exercise of this right shall be deemed to be additional rent payable on demand. This paragraph shall survive the expiration or earlier termination of this Lease. Landlord represents and acknowledges to the best of its knowledge, the property is not contaminated by hazardous substances and shall hold Tenant harmless from and indemnify Tenant in the event hazardous substances are found on the property.

9. **IMPROVEMENTS.** With the exception of minor painting, moving of furniture or the hanging of wall coverings or artwork, Tenant shall not make any alterations, additions, or improvements to or install any fixtures on the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. At the expiration or earlier termination of the Lease term, Tenant will surrender the Premises, together with alterations, additions, and improvements then a part thereof, in good order and condition, except for the following: (i) ordinary wear and tear, (ii) repairs required to be made by Landlord, and (iii) loss or damage by fire, the elements or other casualty. All furniture and trade fixtures not permanently affixed to the Premises installed in the Premises at the expense of Tenant, or other occupant, will remain the property of Tenant, or such other occupant, and at the expiration or earlier termination of the Lease term, Tenant will remove all such furniture and trade fixtures not permanently affixed to the Premises and repair any damage caused by such removal, ordinary wear and tear excepted.

10. **COMPLIANCE WITH THE LAW.** Tenant shall keep the Leased Premises and operate Tenant's business as a place of public accommodation and, in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof. Tenant will not permit the Leased Premises to be used for any unlawful purpose and will protect the Landlord and save Landlord and the Leased Premises harmless from any and all fines and penalties that may result from or be due to any infractions of or non-compliance with such laws, ordinances, rules, and regulations.

11. **TERMINATION PRIVILEGES UPON DAMAGE BY FIRE OR OTHER CASUALTY.** If the Leased Premises or any part of the Leased Premises is destroyed or damaged by fire or other casualty so that the Leased Premises is unfit for use or occupancy, then the rent, or a fair and just proportion of the rent, according to the nature and extent of the damage sustained in loss of use or occupancy shall abate. If such damage to the Leased Premises or to the Building is to the extent of fifty percent (50%) or more, or if, in the judgment of the Landlord, the Leased Premises have been damaged to the extent that it can no longer be utilized as an integrated whole, then this Lease may be terminated at the election of the Landlord or the Tenant, notice of which election, if exercised, shall be given in writing within thirty (30) days from the date of casualty. In the event that the Building is totally destroyed, all things being considered, then this Lease may terminate at the election of the Landlord or Tenant, notice of which election, if exercised, must be given in writing within thirty (30) days from the date of casualty. Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty to repair or restore any portion Tenant's fixtures, trade fixtures, personal property, alterations, installations, or improvements in the Leased Premises or the decorations thereto.

12. **PERSONAL PROPERTY AT RISK OF TENANT.** All personal property in the Leased

Premises shall be in the Leased Premises at the risk of the Tenant only. The Landlord shall not be or become liable for any damage to such personal property, to the Leased Premises or to Tenant or any other persons or property as a result of fire, water leakage, sewerage, electric failure, gas or odors or for any damage whatsoever done or occasioned by or from any plumbing, gas, water or other pipes or any fixtures, equipment, wiring or appurtenances whatsoever, or for any damage caused by water, snow or ice being or coming upon the Leased Premises, or for any damage arising from any act or neglect of other tenants, occupants or employees of the Building or arising by reason of the use of, or any defect in, said Building or any of the fixtures, equipment, wiring or appurtenances therein, or by the act or neglect of any person or caused in any other manner whatsoever except the negligence or willful misconduct of Landlord, its employees, agents, contractors or representatives .

13. **INSURANCE.**

A. **LIABILITY INSURANCE.** During the term of this Lease, the Tenant shall, at Tenant's own expense and with a company satisfactory to the Landlord, provide and maintain in full force and effect an insurance policy or policies protecting, and for the benefit of, the Landlord and Tenant and their officers and employees against any loss, liability or expense from personal injury, death, property damage or other liability arising or occurring upon or in connection with the Leased Premises or by reason of the Tenant's operations upon or occupancy of the Leased Premises. The Landlord shall be an additional insured under such policy or policies. Such insurance shall be in an amount not less than \$1,000,000.00 for injuries to any one person, not less than \$2,000,000.00 for any one accident or occurrence, and not less than \$100,000.00 for damage to property . In addition, Tenant shall at Tenant's own expense, maintain a liability umbrella policy in the amount of \$1,000,000.00, and Worker's Compensation insurance as required by law.

B. **FIRE AND EXTENDED COVERAGE INSURANCE .** Landlord shall maintain at all times during the term of this Lease, fire and extended coverage insurance on the Building and improvements in an amount payable adequate to cover the full replacement cost (without deduction for depreciation) in the event of loss. Tenant shall pay Landlord the Pro Rata Share of the estimated annual insurance premiums which funds shall be applied by Landlord to the payment of the insurance premiums as the premiums become due and payable. Tenant shall be obligated to pay for any increase in insurance premiums caused by or resulting solely from Tenant's use and occupancy of the Leased Premises. At Tenant's request, Landlord shall furnish to Tenant a copy of an invoice from the insurance company showing the amount of the total insurance premiums paid. In January of each year, the parties shall reconcile the estimated amounts paid by Tenant with the amount actually paid for the insurance by Landlord and Landlord shall refund any amount overpaid by Tenant for the prior lease rental year and any underpayment shall be reimbursed by Tenant to Landlord as provided in Section 6.F.

C. **CERTIFICATES .** Certificates of insurance showing compliance with the foregoing requirements of subparagraph A shall be furnished by the Tenant to the Landlord. Such certificates shall state that policies will not be altered without at least ten (10) days' prior written notice to the Landlord.

14. **MUTUAL WAIVER OF SUBROGATION** . Each party waives claims arising in any manner from its (the "Injured Parties") favor and against the other party for loss or damage to its property located within or constituting a part or all of the Building or Leased Premises. This waiver applies to the extent the loss or damage is covered by (a) the Injured Parties' insurance or (b) the insurance the Injured Party is required to carry under paragraph 13, whichever is greater. This waiver applies to the deductible under any insurance policy. This waiver also applies to each party's directors, officers, employees, shareholders, and agents. This waiver does not apply to claims caused by a parties' willful misconduct. Each party represents that the insurance policy or policies which it is required to maintain under this agreement shall contain a waiver of subrogation provision .

15. **CONDEMNATION OF PREMISES.** In the event that the whole of the Building and adjoining property shall be condemned or taken in any manner for any public or any quasi-public use, this Lease shall terminate as of date of vesting of title. In the event that either a portion of the Building and adjoining property is condemned or taken by eminent domain proceedings so as to render the Leased Premises substantially unusable for retail purposes, then in such event, Tenant shall have the right to cancel and terminate this agreement without penalty as of the date of such taking upon giving to Landlord notice in writing of such election within thirty (30) days after the receipt by Tenant from Landlord of written notice of such appropriation or taking. In the event that only a part of the Building and adjoining property shall be so condemned or taken and such taking shall not render the Leased Premises substantially unusable, then, effective as of the date of vesting of title, the rent hereunder for such part shall be equitably abated and this Lease shall continue as to such part not so taken. Any termination hereunder shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from

such public authority for any loss or damages caused by such taking. Neither Landlord nor Tenant shall have any right in or to any award made to the other by such public authority; provided, however, to the extent that Tenant is not allowed by local law to make a recovery against such public authority, Landlord shall receive such award and Tenant hereby expressly assigns to Landlord any and all right, title, and interest in and to such award.

16. **TAXES.** Commencing on the Commencement Date, Tenant shall pay the annual real estate taxes and special assessments levied or assessed by lawful authority against the Building ("Taxes"). Tenant shall discharge its obligation to pay taxes and special assessments by paying 1/12th of Tenant's Pro-Rata Share of the real estate taxes for the legal parcel on which the Building is located each month along with Base Rent, which Landlord shall use to pay the taxes when due. Real Estate taxes in the State of Iowa are paid in arrears. The parties agree that the estimated annual real estate taxes shall be computed based upon the best estimate of the projected real estate tax installments for the current fiscal year which are payable in the following fiscal year. Therefore, Tenant shall pay taxes in advance. Landlord shall provide Tenant with copies of each of the tax statements for the respective parcels within thirty (30) days after Landlord receives the tax statements. Tenant may, in Tenant's own name or in the name of Landlord, but at the sole cost and expense of Tenant, contest in good faith the validity of any Taxes, assessments or similar charges. During the time that any such Taxes, assessments or similar charges are being so contested in good faith by Tenant and provided Landlord is notified in writing and kept fully informed as to the outcome of the various stages of any such contest, Landlord shall have no right to pay the same; however, if Landlord shall request, Tenant shall pay such Tax, assessment, or charges prior to imposition of interest or penalty. Landlord agrees to cooperate with Tenant as Tenant shall reasonably request in any such contested proceedings. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's rights of appeal) against its personal property on the Premises, during the term of this lease.

17. **LANDLORD'S RIGHT OF ENTRY.** Landlord and its representatives may enter the Leased Premises, in the presence of a representative of Tenant, at any reasonable time and upon 24 hours' notice to Tenant (except no notice nor the presence of a representative of Tenant is necessary in an emergency) in order to inspect the Leased Premises, perform any work made necessary by reason of Tenant's default under this Lease, exhibit the property for sale, lease or mortgage financing and to post notices of non-responsibility under any mechanic's lien law; provided, however, exhibiting the Leased Premises for lease shall be limited to the final ninety (90) days of the term of this Lease. Landlord hereby covenants to take reasonable precautions to minimize and to mitigate the interference of Landlord's activities with the conduct of Tenant's business.

18. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Lease: Tenant's failure to pay any installment of Base Rent, Additional rent or delinquency charges when due or any payment with respect to operating expenses when due or any other payment or reimbursement to Landlord required under this Lease when due and such failure continues and is not cured after written notice is provided to Tenant within ten (10) days from the date such payment was due.

A. Commencement of proceedings by or against Tenant in any court under a bankruptcy act or for the appointment of a trustee or receiver of Tenant's property before or after the lease term commences and in the event the proceedings are commenced by someone other than the Tenant, the proceedings are not dismissed within sixty (60) days of the filing date.

B. Tenant becoming insolvent, making a transfer in fraud of creditors or an assignment for the benefit of creditors and the assignment is not dismissed within sixty (60) days.

C. Tenant vacating all or a substantial portion of the Leased Premises, whether or not the Tenant is in default of the payments of rent or additional rent due under this Lease, without giving thirty (30) days prior written notice to the Landlord.

D. Tenant failing to discharge any lien placed upon the Leased Premises in violation of paragraph 9 of this Lease within thirty (30) days after such lien or encumbrance is filed against the Leased Premises. Notwithstanding the foregoing, if Tenant is contesting in good faith and due diligence, the amount, validity, or application in whole or in part, of any such lien then the existence of such liens will not be a default under this Agreement.

E. Tenant failing to comply with any term, provision, or covenant of this Lease other than subparagraph A of this paragraph 18 and the Tenant not curing such failure within twenty (20) days after Landlord provides written notice of such default to the Tenant.

F. In the event of failure to comply with subparagraph A above, if Tenant shall be served with a demand for the payment of past due rent or has been late in its payment of rent for three (3) or more times within the past twelve (12) month period, any payments tendered thereafter to cure any default by Tenant shall be made only by cashier's check.

19. **REMEDIES.**

A. Upon the occurrence of any event or events of default described in paragraph 18, Landlord shall have the option to pursue any one or more of the following remedies:

1. Terminate this Lease, in which event Tenant shall immediately surrender possession of the Leased Premises to the Landlord and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which it may have for possession or the payment of arrearage in rent, enter upon and take possession of the Leased Premises and expel or remove the Tenant or any other person who may be occupying the Leased Premises or any part of the Leased Premises by forcible entry and detainer suit or by taking peaceful possession without being liable for prosecution or any claim for damages and Landlord may relet the Leased Premises.

2. Without terminating this Lease, enter upon and take possession of the Leased Premises and expel or remove the Tenant or any other person who may be occupying the Leased Premises or any part of the Leased Premises by forcible entry and detainer suit or by taking peaceful possession without being liable for prosecution or any claim for damages and Landlord may relet the Leased Premises.

3. In the event that Landlord elects to repossess the Leased Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord all Rent, Additional Rent, delinquency charges and other indebtedness accrued to the date of such repossession plus rental required to be paid by Tenant to Landlord during the remainder of the Lease term until the date of expiration of the term as stated in paragraph 2, diminished by any net sums thereafter received by Landlord through reletting the Leased Premises during the remainder of the term of the Lease (after deducting reasonable expenses incurred by Landlord). In no event shall Tenant be entitled to any excess of any rental obtained by reletting the Leased Premises over and above the rent provided in this Lease. Reasonable expenses under this subparagraph shall include broker's and finder's fees incurred by Landlord in connection with reletting the whole or any part of the Leased Premises, the costs of removing and storing Tenant's or other occupant's property, the cost of repairing, altering, remodeling or otherwise putting the Leased Premises into condition acceptable to a new tenant or tenants and all reasonable expenses incurred by Landlord in enforcing or defending landlord's rights and remedies including reasonable attorney fees.

4. In the event Tenant shall fail to keep insurance in full force and effect, fail to effect necessary repairs or replacements, or defaults in any other manner, Landlord may, but need not, cure the Tenant's default and all sums paid or expenses incurred by Landlord shall be deemed additional rent and shall be added to the next subsequent monthly installment of rent.

5. Notwithstanding any of the foregoing, if Tenant shall default pursuant to Section 18.F, above, and such default cannot with due diligence be cured within said twenty (20) day period after Landlord's written notice to tenant, then Landlord shall not have the right to terminate this Lease or to take possession of the Leased Premises as provided in this Section 19 so long as Tenant promptly commences and diligently pursues elimination of such default.

6. Any other remedy at law or in equity available to Landlord.

7. In addition to other remedies provided, Landlord and Tenant shall be entitled to restraint by injunction of the violation or attempted or threatened violation, of any condition or provision of this Lease or to a decree specifically compelling performance of any such condition or provision.

8. All rights and remedies of Landlord and Tenant are cumulative. The exercise of one or more rights or remedies shall not be taken to exclude or waive the right to exercise any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as the Landlord deems desirable.

9. No failure by the Landlord or Tenant to insist upon strict performance of any term or condition of this Lease or to exercise any right or remedy available on breach of this Lease and no

acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, term, or condition. No term or condition of this Lease required to be performed by the Landlord or Tenant and no breach of this Lease shall be waived, altered, or modified, except by a written instrument executed by that party. No waiver of any breach shall affect or alter any term or condition of this Lease and each such term or condition shall continue in full force and effect with respect to any other existing or subsequent breach of this Lease.

B. In the event of any default by Landlord, Tenant shall give Landlord written notice specifying such default with particularity and the Landlord shall have twenty (20) days in which to cure any such default. In the event Landlord fails to cure any default after notice, Tenant shall be entitled to pursue any and all legal or equitable remedies allowed by law. All obligations of Landlord under this Lease will be construed as covenants, not conditions.

C. In the event of any litigation arising out of this Lease, the successful party shall be entitled to collect reasonable attorney's fees and expenses from the other party. In addition, Tenant shall pay upon demand, all Landlord's reasonable costs, charges and expenses including reasonable fees and out-of-pocket expenses of counsel, agents and others retained by Landlord incurred in enforcing Tenant's obligations hereunder, regardless of whether or not litigation was commenced by Landlord .

20. **BROKERAGE FEES.** Landlord and Tenant acknowledge that no broker or finder has been employed by Landlord, or Tenant. Landlord and Tenant each warrant to the other that no commissions are payable or due to any broker or finder in connection with this Contract or the transaction contemplated herein, and each agrees to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of the Lease.

21. **SIGNS AND OTHER IDENTIFICATION.** Landlord will place Tenant's location in the Building on signs inside the main entry, back door and on directory signs in the lobby of the Building. Tenant may put signage on the door to the Leased Premises or outside Tenant's suite subject to Landlord's prior written approval, such approval not to be unreasonably withheld. Neither monument signs nor signs attached to the exterior of the Building will be permitted.

22. **QUIET ENJOYMENT.** The Landlord covenants that it has full authority to execute this Lease and that the Tenant, upon payment of the rentals and performing its obligation under this Lease, shall quietly have, hold, and enjoy the Leased Premises subject, nevertheless, to the terms and conditions of this Lease.

23. **WAIVER.** One or more waivers of any provision of this Lease by the Landlord or Tenant shall not be construed as a waiver of subsequent breach of the same provision, and the Landlord's consent or approval to or of any act by the Tenant requiring such consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant.

24. **NOTICES.** Any and all notices or demands required or permitted to be given hereunder shall be deemed to be properly served if sent by registered mail or certified mail, postage prepaid, addressed to Tenant's Address and addressed to the Landlord at Landlord's Address, or at such other address or addresses as either party may hereafter designate in writing to the other. Personal service of any notice or demand may be made in lieu of service by mail, provided that such personal service is made on an officer or designated agent of Landlord and Tenant. Any notice or demand so mailed shall be effective for all purposes at the time of deposit thereof in the United States mail.

25. **ENTIRE AGREEMENT AND MODIFICATIONS.** This Lease contains the entire understanding and agreement of the parties, supersedes all prior understandings and agreements, and cannot be revised, adjusted, or modified unless in writing signed by the party against whom the same is to be enforced.

26. **INDEMNIFICATION.** Except for claims arising out of acts caused by the negligence or affirmative acts of Landlord or its representatives, Tenant shall indemnify and defend Landlord and the Leased Premises at Tenant's expense against all claims, expenses and liabilities, including but not limited to reasonable attorneys' fees incurred in successfully pursuing any of Landlord's legal remedies hereunder or in defending itself in legal proceedings of any kind, arising from (a) failure of Tenant to perform any covenant required to be performed by Tenant; (b) any accident, injury or damage which shall happen in or about the Leased Premises, or resulting from the condition, maintenance or operation of the Leased Premises; (c) failure to comply with any requirements of any

governmental authority; and (d) any act or negligence of Tenant, or its agents, contractors, employees or licensees.

Except for claims arising out of acts caused by the negligence or affirmative acts of Tenant or its representatives, Landlord shall indemnify and defend Tenant and the Leased Premises at Landlord's expense against all claims, expenses and liabilities, including but not limited to reasonable attorneys' fees incurred in successfully pursuing any of Tenant's legal remedies hereunder or in defending itself in legal proceedings of any kind, arising from (a) failure of Landlord to perform any covenant required to be performed by Landlord; (b) any accident, injury or damage which shall happen in or about the Leased Premises, or resulting from the condition, maintenance or operation of the Leased Premises; (c) failure to comply with any requirements of any governmental authority; and (d) any act or negligence of Landlord, or its agents, contractors, employees or licensees.

27. **RIGHTS TO ASSIGN AND SUBLEASE.** Tenant shall not assign, mortgage, or encumber this Lease, or permit all or any part of the Leased Premises to be used by others, without Landlord's prior written consent, which consent shall not be unreasonably withheld. If, with such written consent, Tenant makes such assignment or permits such use, Landlord may, after Tenant's default, collect rent from the assignee, subtenant or occupant and apply the net amount collected to the rent to be paid under this Lease. Unless otherwise agreed to in writing by Landlord, no such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of the Tenant from its further performance of the covenants of this Lease. Landlord's consent to an assignment or subletting shall not be construed to relieve Tenant from obtaining Landlord's written consent to any further assignment or subletting.

Tenant agrees that Landlord has the right to transfer its interest in the Land and Building and in this Lease. If such a transfer occurs, the transferee shall assume Landlord's rights and obligations under this Lease and Landlord shall automatically be released from all liability under this Lease arising after the date of such transfer and Tenant agrees to look solely to such transferee for the performance of Landlord's obligations hereunder arising after the date of such transfer.

28. **MECHANIC'S LIENS.** Neither the Tenant nor anyone claiming by, through, or under the Tenant, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Premises or upon any building or improvement thereon, or upon the leasehold interest of the Tenant therein, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of the Landlord, the Tenant covenants and agrees to give actual notice thereof in advance, to any and all contractors and sub-contractors who may furnish or agree to furnish any such material, service or labor.

29. **EXPLANATORY PROVISIONS.** The provisions of this Lease shall be binding upon, inure to the benefit of and apply to the respective heirs, executors, administrators, successors and assigns of the parties. The masculine pronoun, wherever used, shall include the feminine gender, and the singular shall include the plural according to context. Headings are given to the paragraphs of this Lease solely as a convenience to facilitate reference and shall not be deemed material or relevant to the construction of the Lease or any provision thereof.

30. **SEVERABILITY.** If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

31. **SUBORDINATION AND ATTORNMENT.** This Lease is subject and subordinate at all times to the lien of existing and future mortgages on the Building. Although no instrument or act by the Tenant shall be necessary to effect such subordination, Tenant shall, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of all such mortgages desired by the mortgagee or mortgagees. So long as Tenant is not in default in the payment of rent or additional rent or in the performance of any term of this Lease, Tenant's possession of the Leased Premises and its rights and privileges under the Lease or any renewal of this Lease shall not be diminished or interfered with by any mortgagee or mortgagees. If any mortgage on the Real Estate is foreclosed for any reason and the mortgagee succeeds to Landlord's interest under this Lease, Tenant shall be bound to the mortgagee under all of the terms of this Lease for the balance of the remaining term with the same force and effect as if the mortgagee were the Landlord under the Lease. Tenant attorns to the mortgagee as its Landlord, such attornment to be effective and self-operative, without the execution of any further instrument by either party as soon as mortgagee succeeds to the Landlord's interest under this Lease. Notwithstanding any contrary provision in this Lease, Tenant shall not be required to pay rent to the mortgagee until Tenant receives written notice from the mortgagee that it has succeeded to the Landlord's interest under the Lease. Any such payment to the

mortgagee shall satisfy Tenant's obligation to pay rent to Landlord to the extent of the payment.

32. **SURRENDER UPON TERMINATION OF LEASE.** At the expiration of the Term of this Lease or upon the termination of Tenant's right of possession, whether or by lapse of time or at the option Tenant as provided herein, Tenant shall surrender the Leased Premises in as good condition as it was at the Commencement Date, reasonable use and wear excepted. Subject to Landlord's prior written consent, Tenant may at any time prior to or upon termination of this Lease remove from the Leased Premises all materials, equipment and property of every nature installed by the Tenant, provided that such property is removed without substantial injury to the Leased Premises. No injury shall be considered substantial if it is promptly corrected by restoration to the condition that existed prior to the installation of such property, if so requested by Landlord. Any such property not removed shall become the property of the Landlord. If the Leased Premises is not surrendered at the expiration of the term of this Lease, Tenant shall pay to Landlord all damage which Landlord suffers by reason of the failure to timely surrender the Leased Premises and shall indemnify Landlord against all claims made by any succeeding tenant against Landlord which are founded upon Tenant's delay in delivering possession of the Leased Premises to such tenant, to the extent that such delay is occasioned by Tenant's failure to surrender the Leased Premises. No agreement to accept surrender of the Leased Premises shall be valid unless in writing and signed by the Landlord. The delivery of the keys to any of the Landlord's employees or agents shall not operate as a termination of this Lease or a surrender of the Leased Premises. Prior to surrendering possession of the Leased Premises, Tenant shall clean the Lease Premises.

33. **HOLDING OVER.** If the Tenant shall remain in possession of the Leased Premises after the expiration of the term of this Lease, such possession shall be as a month-to-month tenant only. During such month-to-month tenancy, the Tenant shall make all payments under the Lease at one hundred fifty percent (150%) of the rate in effect during the last month of the Lease Term, and the provisions of this Lease shall otherwise be applicable. Tenant shall also pay damages sustained by Landlord on account of holding over. Nothing in this Lease shall limit Landlord's damages if Tenant holds over after the expiration of this Lease.

34. **CERTIFICATE OF LEASE AND RENT STATUS.** Tenant shall, from time to time upon Landlord's written request, furnish Landlord a written statement, signed by Tenant and addressed to the person designated in such request, on the status of any matter pertaining to this Lease, including that at the date of such statement whether:

- A. Landlord has complied with the provisions and conditions of this Lease;
- B. There are no defaults by Landlord; and
- C. The Lease is still in full force and effect.

If Tenant is unable to make the above affirmative declaration, Tenant shall describe in the statement the facts and matter that allegedly prevent it from doing so. Notwithstanding the above, Tenant shall not be obligated to provide more than one written statement during any calendar year.

35. **RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture between Landlord and Tenant or cause Landlord to be responsible in any way for the debts or obligations of Tenant or any other party.

36. **AUTHORITY TO EXECUTE THIS LEASE.** Landlord and Tenant warrant and represent that the execution and delivery of this Lease has been authorized and this Lease is valid and binding upon each respective party. The execution and delivery of this Lease will not result in any breach or violation of or default under or be in conflict with any of the terms and provisions of any of the articles, by-laws, or operating agreements of the parties.

37. **SUCCESSORS IN INTEREST.** This Lease shall be binding upon the parties, their legal representatives, heirs, beneficiaries, successors, and assigns.

38. **ACCORD AND SATISFACTION.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

39. **"LANDLORD" MEANS "OWNER".** The term "Landlord", as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only Landlord's

interest as tenant under a lease with the owner of the fee title to the premises and in the event of any transfer or transfers of the Landlord's tenant interest or the owners of such fee, Landlord herein named (and in the case of any subsequent transfer or conveyance, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord, or the then grantor under any provisions of the Lease, shall be paid to Tenant.

40. **SHORT FORM LEASE.** This Lease shall not be recorded, however, if either party desires that a short form lease setting forth the rights of the parties be filed with the Recorder of the county in which the Leased Premises is located, then both parties shall execute a short form lease setting forth the rights of the parties of which notice to third parties should be given.

41. **EXHIBITS AND ADDENDUM.** The Exhibits referred to herein and any Addendum attached hereto are a part of this Lease as if fully set forth herein. In the event of a conflict between the terms of this Lease and any provisions in the Exhibits or the Addendum, the provisions of such Exhibits or Addendum shall prevail.

42. **WINDOW TREATMENT.** Tenant shall be responsible for all repairs and maintenance of the plate glass windows in the Leased Premises. Tenant shall not place any curtain, blind, shade cover, film, sign picture, or other object or material over, in front of or next to any window in the Leased Premises, except as approved in advance by Landlord in writing, which approval shall not be unreasonably withheld.

43. **RULES.** Tenant acknowledges that the Premises are part of the Building, and that there shall be other tenants in the Building. Tenant agrees that Landlord may from time to time promulgate reasonable rules and regulations pertaining to Tenant, other tenants, the Leased Premises, and the Building and that Tenant shall abide by such reasonable rules and regulations. Such rules and regulations shall be effective only after Tenant is notified of the same in writing and consents to the same.

44. **JURY TRIAL WAIVER.** Both Parties hereby waive their right to a trial by jury in any action or proceeding based upon or related to the subject matter of this Lease and the business relationship that is being established. This waiver is knowingly, intentionally, and voluntarily made by both Parties, and both Parties acknowledge that neither the other Party nor any person acting on behalf of the other Party has made any representations of fact to include this waiver of trial by jury or has taken any actions which in any way modify or nullify its effect.

45. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts and by any party hereto on a separate counterpart, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

(Signature page follows)

[Signature page of lease agreement]

Dated at Cedar Rapids, Iowa this ____ day of July 2021.

LANDLORD

**THE NEW BOHEMIAN INNOVATION COLLABORATIVE, INC. d/b/a
NewBoCo**

By: _____

Name: Aaron Horn

Title: Executive Director

Dated at Cedar Rapids, Iowa this ____ day of July 2021.

TENANT

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

CONSENT TO SUB-LEASE

AGILE VENTURES LLC, Master Landlord, does hereby consent to this Sub-Lease by and between THE NEW BOHEMIAN INNOVATION COLLABORATION, INC. d/b/a NewBoCo and CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT.

Dated at Cedar Rapids, Iowa, this ____ day of July 2021.

MASTER LANDLORD

AGILE VENTURES, LLC.

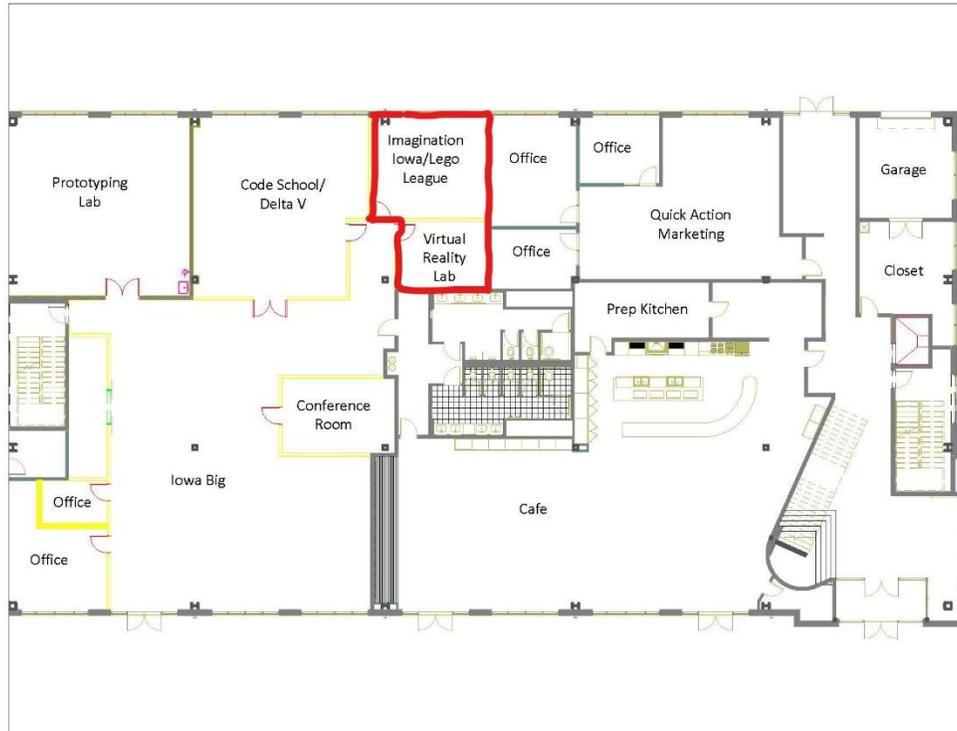
By: _____

Name: _____

Title: _____

EXHIBIT A
LEASED PREMISES FLOOR PLAN

Sub-leased premises. Approximately 569 square feet on the first floor of the Geonetric Building, outlined in red.



CONSENT AGENDA

BA-22-044 **Amended - Board Meeting/Work Session Schedule - 2021-2022 School Year
(Laurel Day)**

Exhibit: BA-22-044.1

Information Item

Pertinent Fact(s):

The Board Meeting/Work Session schedule for the 2021-2022 School Year is amended and provided as an information item. The March 2022 meeting (originally scheduled for March 14, 2022) has been moved to the 28th due to a conflict with the scheduled CRCSD Spring Break week.

BOARD MEETING SCHEDULE*

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

The Board of Education generally meets in the Board Room - Educational Leadership and Support Center.

Regular Meetings and Work Sessions generally begin at 5:30 P.M.

*Schedule is subject to change. Please contact the Board Secretary @ 319/558-2216 for additional information and to confirm the meeting schedule.

July 12, 2021 – Board Meeting/Work Session

August 9, 2021 – Board Meeting
August 23, 2021 – Board Meeting/Work Session

September 13, 2021 – Board Meeting
September 27, 2021 – Board Meeting/Work Session

October 11, 2021 – Board Meeting
October 25, 2021 – Board Meeting/Work Session

November 15, 2021 – Annual & Organizational Board Meetings

December 13, 2021 – Board Meeting

January 10, 2022 – Board Meeting
January 24, 2022 – Board Meeting/Work Session

February 14, 2022 – Board Meeting
February 28, 2022 – Board Meeting/Work Session

March 28, 2022 – Board Meeting

April 11, 2022 – Board Meeting
April 25, 2022 – Board Meeting/Work Session

May 9, 2022 – Board Meeting

June 13, 2022 – Board Meeting



CONSENT AGENDA

BA-22-045 **Agreement - Cedar Rapids Community School District and Beth Steenwyk – 2021-2022 School Year (Wendy Parker)**

Exhibit: BA-22-045.1-2

Action Item

Pertinent Fact(s):

1. Beth Steenwyk, a System Design Facilitator and Implementation Consultant, will provide consultation and facilitation support for the Cedar Rapids Community School District, Special Services Department.
2. Scope of work will include consultation and facilitation support for the CRCSD PROPeL Initiative, Special Education Administrative Team, and the CRCSD Early Childhood Program.
3. Services shall begin with initiation of contract and conclude no later than June 30, 2022.

Recommendation:

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

SERVICE AGREEMENT

This Vendor Agreement ("Agreement") is made effective as of July 1, 2021, by and between the Cedar Rapids Community School District and Beth A. Steenwyk. In this Agreement, the party who is contracting to receive the services shall be referred to as "CRCSD", and the party who will be providing the services shall be referred to as "BAS"

1. **DESCRIPTION OF SERVICES and DELIVERABLES.** Beginning no earlier than July 1, 2021 BAS will:
 - a) Provide ongoing consultation and facilitation support for the CRCSD Propel Initiative, inclusive of:
 - Alignment and integration of initiative to CRCSD Special Education Redesign Initiative, and other pertinent district initiatives,
 - Support and facilitate the CRCSD Implementation Team to redesign and implement their scope and purpose by:
 - Regular data analysis from PROPEL Schools to support and develop strong implementation and sustainability plans,
 - Support the CRCSD Implementation Team to develop ongoing and sustainable supports to Propel buildings,
 - Provide ongoing support to Propel building teams around effective implementation and sustainability practices,
 - b) Provide ongoing consultation and facilitation support for the CRCSD Special Education Administrative Team, inclusive of:
 - Consult and advise CRCSD Special Education leadership around the identification of processes or tools that support the continuous improvement of the CRCSD service delivery system for students with disabilities.
 - Support the development of the processes or tools that support the continuous improvement of the CRCSD service delivery system for students with disabilities.
 - Special Education issues and Effective Implementation.
 - DE initiatives and reviews (e.g. ESSA)
 - c) Provide ongoing consultation and support for the CRCSD Early Childhood Programs, work scope to be determined by CRCSD Administrative staff.
 - d) Additional work scope determined by Special Education Administrative Leadership as necessary.
2. **TIMELINE FOR SERVICES.** The above services shall begin upon the initiation of this contract for services and conclude no later than June 30, 2022.
3. **PAYMENT FOR SERVICES.** The total compensation for this contract shall be \$24,000.00, representing a negotiated final cost, and this compensation includes all related costs for BAS to provide these services. The contractor will invoice the CRCSD in 12 equal monthly installments of \$2000 and invoicing will be done on the 15th of each month beginning July of 2021. CRCSD will pay with terms of net 30 from receipt of invoice.
4. **TERM/TERMINATION.** This Agreement can be terminated by either party with written thirty (30) - day notice and shall terminate automatically on June 30, 2022.
5. **ENTIRE AGREEMENT.** This Agreement and CRCSD's purchase order terms and conditions, attached, contain the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. If there is a conflict in terms between the two agreements, the purchase order terms and conditions will override this agreement.
6. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any

CONSENT AGENDA

BA-22-046 **Agreement – Cedar Rapids Community School District and Curriculum Associates, LLC – 2021-2022 School Year (John Rice)**

Exhibit: BA-22-046.1-10

Action Item

Pertinent Fact(s):

1. The on-going Agreement with Curriculum Associates, LLC provides middle school interim reading and math assessments three times per school year and an elementary interim reading assessment three times per year.
2. Curriculum Associates, LLC will provide i-Ready Math Instruction for one-year for all middle school students in the Cedar Rapids Community School District.
3. Curriculum Associates, LLC will provide i-Ready Reading Instruction for one-year for all elementary and middle school students 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 Curriculum Associates, LLC for the 2021-2022 School Year.

Curriculum Associates®

Prepared For:

John Rice
Cedar Rapids Cmty School Dist
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405

6/30/2021

Dear John Rice,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 209125.3 Valid through: 12/31/2021

Product	List Price	Net Price
i-Ready	\$302,960.00	\$203,981.58
i-Ready Partners Services	\$40,500.00	\$0.00
	List Total:	\$343,460.00
	Savings:	\$139,478.42
	Shipping/Tax/Other:	\$0.00
	Total:	\$203,981.58

Thank you again for your interest in Curriculum Associates.

Sincerely

Kyle Nelson

knelson@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 209125.3 Date: 6/30/2021 Valid through: 12/31/2021

Prepared For:

John Rice
Cedar Rapids Cmty School Dist
2500 Edgewood Rd Nw,
Cedar Rapids, IA 52405
jrice@cr.k12.ia.us
(319) 558-2000

Your Representative:

Kyle Nelson

knelson@cainc.com

Arthur Elementary School 2630 B Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 278, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,333.42	\$5,333.42
					Subtotal:	\$5,333.42
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$5,333.42

Cedar River Acad at Taylor 720 7th Ave Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 251, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,457.89	\$5,457.89
					Subtotal:	\$5,457.89
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$5,457.89

Cleveland Elementary School 2200 1st Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 322, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,130.58	\$5,130.58
					Subtotal:	\$5,130.58
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$5,130.58

Coolidge Elementary School 6225 1st Ave Sw, Cedar Rapids, IA 52405

Total Building Enrollment: 407, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17805.0	1	\$10,620.00	\$7,537.73	\$7,537.73
Subtotal:						\$7,537.73
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,537.73

Erskine Elementary School 600 36th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 363, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17805.0	1	\$10,620.00	\$7,740.57	\$7,740.57
Subtotal:						\$7,740.57
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,740.57

Franklin Middle School 300 20th St Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 599, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 1 Year	Multiple	17794.0	1	\$20,910.00	\$13,017.22	\$13,017.22
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$13,017.22
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,017.22

Garfield Elementary School 1201 Maplewood Dr Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 249, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,467.11	\$5,467.11
Subtotal:						\$5,467.11
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,467.11

Grant Elementary School 254 Outlook Dr Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 326, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,112.14	\$5,112.14
Subtotal:						\$5,112.14
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,112.14

Grant Wood Elementary School 645 26th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 301, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,227.39	\$5,227.39
Subtotal:						\$5,227.39
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,227.39

Harding Middle School 4801 Golf St Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 786, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 1 Year	Multiple	17794.0	1	\$20,910.00	\$11,293.08	\$11,293.08
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,293.08
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,293.08

Harrison Elementary School 1310 11th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 301, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,227.39	\$5,227.39
Subtotal:						\$5,227.39
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,227.39

Hiawatha Elementary School 603 Emmons St, Hiawatha, IA 52233

Total Building Enrollment: 301, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,227.39	\$5,227.39
					Subtotal:	\$5,227.39
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$5,227.39

Hoover Elementary School 4141 Johnson Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 382, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17805.0	1	\$10,620.00	\$7,652.98	\$7,652.98
					Subtotal:	\$7,652.98
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$7,652.98

Jackson Elementary School 1300 38th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 325, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,116.75	\$5,116.75
					Subtotal:	\$5,116.75
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$5,116.75

Johnson Steam Academy 355 18th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 392, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17805.0	1	\$10,620.00	\$7,606.88	\$7,606.88
					Subtotal:	\$7,606.88
					Shipping:	\$0.00
					Tax:	\$0.00
					School Subtotal:	\$7,606.88

Kenwood Leadership Academy 3700 E Ave Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 423, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17805.0	1	\$10,620.00	\$7,463.97	\$7,463.97
Subtotal:						\$7,463.97
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,463.97

Madison Elementary School 1341 Woodside Dr Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 218, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,610.02	\$5,610.02
Subtotal:						\$5,610.02
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,610.02

McKinley Steam Academy 620 10th St Se, Cedar Rapids, IA 52403

Total Building Enrollment: 463, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17793.0	1	\$17,750.00	\$11,472.14	\$11,472.14
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$11,472.14
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$11,472.14

Nixon Elementary School 200 Nixon Dr, Hiawatha, IA 52233

Total Building Enrollment: 330, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,093.70	\$5,093.70
Subtotal:						\$5,093.70
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$5,093.70

Pierce Elementary School 4343 Marilyn Dr Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 412, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17805.0	1	\$10,620.00	\$7,514.68	\$7,514.68
Subtotal:						\$7,514.68
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,514.68

Roosevelt Creative Corridor 300 13th St Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 634, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 1 Year	Multiple	17794.0	1	\$20,910.00	\$12,694.52	\$12,694.52
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$12,694.52
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,694.52

Taft Middle School 5200 E Ave Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 599, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 501-800 Students 1 Year	Multiple	17794.0	1	\$20,910.00	\$13,017.22	\$13,017.22
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$13,017.22
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$13,017.22

Truman Elementary School 441 W Post Rd Nw, Cedar Rapids, IA 52405

Total Building Enrollment: 266, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,388.74	\$5,388.74
Subtotal:						\$5,388.74
Shipping:						\$0.00
Tax:						\$0.00

School Subtotal: \$5,388.74

Van Buren Elementary School 2525 29th St Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 419, Grade Range: K - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17805.0	1	\$10,620.00	\$7,482.41	\$7,482.41
Subtotal:						\$7,482.41
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$7,482.41

Viola Gibson Elementary School 6101 Gibson Dr Ne, Cedar Rapids, IA 52411

Total Building Enrollment: 526, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 501-800 Students 1 Year	Multiple	17806.0	1	\$12,500.00	\$8,663.14	\$8,663.14
Subtotal:						\$8,663.14
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$8,663.14

Wilson Middle School 2301 J St Sw, Cedar Rapids, IA 52404

Total Building Enrollment: 399, Grade Range: 6 - 8

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Math and Reading Upgrade to Site License 351-500 Students 1 Year	Multiple	17793.0	1	\$17,750.00	\$12,062.22	\$12,062.22
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
Subtotal:						\$12,062.22
Shipping:						\$0.00
Tax:						\$0.00
School Subtotal:						\$12,062.22

Wright Elementary School 1524 Hollywood Blvd Ne, Cedar Rapids, IA 52402

Total Building Enrollment: 270, Grade Range: PK - 5

Product Name	Grade	Item #	Qty	List Price	Net Price	Total
i-Ready Partners Implementation Support- Provisioning, Tech Support, Hosting, Data Management, Implementation Planning, Data Reviews, and Check ins (1 Year)	Multiple	27939.0	1	\$1,500.00	\$0.00	\$0.00
i-Ready Reading Upgrade to Site License 201-350 Students 1 Year	Multiple	17804.0	1	\$7,460.00	\$5,370.30	\$5,370.30
Subtotal:						\$5,370.30
Shipping:						\$0.00

	Tax:	\$0.00
	School Subtotal:	\$5,370.30

Total		
	List Total:	\$343,460.00
	Savings:	\$139,478.42
	Merchandise Total:	\$203,981.58
	Voucher/Credit:	\$0.00
	Estimated Tax:	\$0.00
	Estimated Shipping:	\$0.00
	Total:	\$203,981.58

Special Notes
 10% discount applied to i-Ready based on scope of quote. All i-Ready purchases require professional development. For budgeting purposes only, final quote needed with updated quantities. Professional Development TBD. Current tax exempt form req'd to honor tax exemption; please submit with PO+quote to avoid processing delays.

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total
 Terms: Net 30 days, pending credit approval
 Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y27

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000 to \$4,999.99	10% of order

Order Amount	Freight Amount
\$5,000.00 to \$99,999.99	8% of order
\$100,000 and more	6% of order

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBIUS6S
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

CONSENT AGENDA

BA-22-047 Agreement – Cedar Rapids Community School District and Class Technologies Inc. – 2021-2022 School Year (Craig Barnum)

Exhibit: BA-22-047.1

Action Item

Pertinent Fact(s):

Class is an enhanced video conferencing tool specifically designed for education. It is intended to be used by CRVA teachers. Features include: multiple camera inputs for teachers (teachers will be able to show themselves and a document camera), real-time student engagement monitoring (a heads up display of which students are talking and which ones are not), teacher control of camera viewing -- teachers can control if students see each other, enhanced attendance reporting (when students joined, how much they participated, etc.).

Recommendation:

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

CLASS TECHNOLOGIES, INC. ORDER FORM - FEES AND PRICING
Cedar Rapids Community School District

This Class Technologies, Inc. Order Form (“Order Form” or “OF”) by and between Class Technologies, Inc. (“Class” or “Company”) and the Customer named above (“Customer”) details the terms of Customer’s subscription license and use of the products and services set forth below (“Pricing Summary”). This Order Form shall become effective on the Effective Date. This Order Form, together with the [Class License and Services Agreement](#) and any Statements of Work (“SOW”) and/or Exhibits or Addenda, form the entire agreement between the parties in respect of the products and services set forth in the Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Class Technologies, Inc. to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer’s acceptance of this Order Form and the Class License and Services Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represents and warrants that he or she is authorized to execute the Agreement on behalf of Customer or Class as applicable.

PRICING SUMMARY

PRODUCT/SERVICE	User Band	Year 1 of Initial Term Fees	Year 2 of Initial Term Fees	Year 3 of Initial Term Fees
Class subscription license (annual fee)	< 1,000	\$5,000	\$5,000	\$5,000
<i>ZOOM licenses (annual fee)</i>	50 teachers	\$4,250	\$4,250	\$4,250
Annual Premium Support (annual fee)		\$2,000	\$2,000	\$2,000
Train the Trainer (one time fee per person)		\$2,500	--	--
Total Fees		\$13,750	\$11,250	\$11,250

*Pricing based on current User Band as outlined above. Any additional fees for Authorized End User overages shall be applied on renewal based upon Class analysis of Customer Usage Data.

NOTES

Authorized End Users	Registered students, prospective students, faculty, administrators and staff of the Customer.
Initial Term 36 Months	The (“Initial Term”) is for the thirty-six (36) month period beginning on November 1, 2021 (“Effective Date”) unless otherwise specified herein. For the purposes of this Order Form, the Effective Date is November 1, 2021, and extends through October 31, 2024.
Payment Terms	Payment due for Year 1 of Initial Term: USD \$13,750 Payment due for Year 2 of Initial Term: USD \$11,250 Payment due for Year 3 of Initial Term: USD \$11,250 - Customer shall be invoiced for amounts due for the first year of the Initial Term upon the Effective Date of the Initial Term (November 1, 2021). - All initial and subsequent payments shall be due Net 30 from the date of Invoice. Unless otherwise specified, all dollars (\$) are United States currency. - If Customer pays for the total 3-year Initial Term upon the Effective Date, a \$1,500 reduction shall be applied on the total contract value. - Sales Tax: If applicable, a copy of your Sales Tax Exemption Certificate must be returned with this Order Form.
Renewal Terms	Thereafter, the license will renew for successive one (1) year periods following the Initial Term at Company “then current” pricing unless either party gives written notice of termination at least sixty (60) calendar days prior to the conclusion of the Term. Customer shall pay Company each annual Renewal Term Subscription Fee at the start of each annual Renewal Term.
Additional Notes	The pricing herein is limited to one (1) installation of Class integrating with one (1) Zoom domain. In the event, Customer requests integration with multiple Zoom domains, Customer will be required to purchase additional Class licenses.
Class Remittance Address	PO Box 99092 Raleigh, NC 27624
Customer Billing Information	Billing Contact Name: Craig Barnum Billing Contact Address: 2500 Edgewood Rd NW, Cedar Rapids, IA 52405 Billing Contact Phone/Email: (319) 558-4240 cbarnum@crschools.us

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Order Form and Agreement to be executed by their duly authorized officers as of the day and year below.

CLASS TECHNOLOGIES, INC.

CUSTOMER

Signature: _____
 Printed Name & Title: Tess Frazier, SVP & Chief Compliance Officer
 Date: _____
 Email Address for Notice: legal@class.com

Signature: _____
 Printed Name: Laurel Day, BofE Executive Administrator
 Date: _____
 Email Address for Notice: lday@crschools.us

CONSENT AGENDA

BA-22-048 **Agreement – Cedar Rapids Community School District and Foundations in Learning – 2021-2022 School Year (John Rice)**

Exhibit: BA-22-048.1-8

Action Item

Pertinent Fact(s):

CRCSD supports the learning needs of middle school students (Grades 6-8) who persistently struggle with reading fluency and comprehension due to deficits in foundational reading skills. Foundations in Learning has developed a system of assessment and intervention that will allow CRCSD teachers to:

- identify which students likely have challenges in this area;
- diagnose the specific gaps those students have in basic reading skills, including the lack of automatic word recognition skills; and
- remediate through a personalized intervention tool that is organized around a learning model that has been specifically shown to support the development of automaticity in skills.

Recommendation:

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

Service Agreement

This Service Agreement (“Agreement”), effective as of August 1, 2021, is made and entered into by and between the Cedar Rapids Community School District (CRCSD), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Foundations in Learning (FIL), having as its principal place of business 2441 Coral Court, Suite #4, Coralville, IA 52241 for the purposes set forth hereinafter.

1. PURPOSE

The purpose of this Agreement is to support the learning needs of elementary and middle school students in the CRCSD who persistently struggle with reading fluency and comprehension due to deficits in foundational reading skills (the “project”). Identifying and addressing such deficits has been challenging for many school systems across the country, including the CRCSD. FIL has developed a system of assessment and intervention, called *WordFlight*, that will allow CRCSD teachers to: identify which students likely have challenges in this area; diagnose the specific gaps those students have in basic reading skills, including the lack of automatic word recognition skills; and remediate through a personalized intervention tool that is organized around a learning model that has been specifically shown to support the development of automaticity in skills. *WordFlight* includes an optional online screening tool, up to three administrations of the *WordFlight* Diagnostic assessment, and a blended intervention curriculum with built-in progress monitoring. To support fidelity of implementation, CRCSD teachers will receive professional development and training consisting of an initial session at the beginning of the implementation and a minimum of two follow up sessions later in the school year. Teachers will also receive email alerts, a comprehensive set of weekly lesson plans and a Reports Management system that helps them monitor, deepen, and extend student learning to build vocabulary, fluency, and comprehension.

2. TERM

The term of this Agreement shall be from August 1, 2021 to July 31, 2022. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF FIL

FIL will have the following responsibilities under this Agreement:

- Provide all *WordFlight* student and teacher components (optional online screening tool; online diagnostic assessment; intervention curriculum with monitoring; and lesson plans, curriculum guides, and other teacher resources) to support the project.
- Lead implementation planning meetings, status updates, and feedback sessions.

- Deliver teacher professional development and support workshops to help ensure implementation success.
- Provide regular updates on implementation progress and student performance to the CRCSD and school administration.
- Work collaboratively with the CRCSD to evaluate student data and results. Work with the CRCSD to jointly develop and execute a mutually acceptable communications plan to advise the public of the results and findings.
- Maintain participant confidentiality and data security. FIL will provide its Database Security and Privacy policy upon request.

4. RESPONSIBILITIES OF CRCSD

CRCSD will have the following responsibilities under this Agreement:

- Implement in a timely manner and with commitment: The implementation must begin no later than October 1, 2021. The CRCSD personnel in participating school must make best efforts to ensure that students use *WordFlight*'s online component 20 minutes per day for 4-5 days/week until they either complete the program or the end of the school year. This includes providing suitable technology to permit students and teachers access to the online system. In addition, teachers will use the blended program components, including curriculum guides and/or daily lesson plans, two to five times per week depending on student needs. In the event implementation commitment is not maintained, the parties will work together to address any issues.
- Establish project management and oversight: Each participating school will appoint a school-level project manager to provide oversight on the project, facilitate communication and support teachers, and ensure implementation commitment.
- Enable staff to participate in implementation planning and professional development sessions.
- Assess and evaluate student growth and performance and share data. This includes measures described in the accompanying Data Sharing Agreement made a part of this Agreement (See Section 13).
- Work collaboratively with FIL to protect and relay student data.
- Participating teachers will complete brief, periodic surveys two or three designated times during the school year.

5. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, FIL will provide a certificate of insurance (or equivalent insurance document) naming the Cedar Rapids Community School District (CRCSD) as additional insured with liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability) \$2,000,000
Products/Completed Operations Aggregate \$2,000,000

Personal & Advertising Injury Liability \$1,000,000
Each Occurrence \$1,000,000

- Please list the Cedar Rapids Community School District (CRCSD) as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District (CRCSD)
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Government Immunity

The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District (CRCSD) as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District (CRCSD) under the Iowa Code as it now exists and as it may be amended.

b) Claims Coverage

The insurance carrier further agrees that this insurance policy, as it relates to the Cedar Rapids Community School District (CRCSD) as an Additional Insured, shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.

c) Assertion of Government Immunity

The Cedar Rapids Community School District (CRCSD) shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) Non-Denial of Coverage

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District (CRCSD) under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District (CRCSD).

e) No Other Change in Policy

The insurance carrier and the Cedar Rapids Community School District (CRCSD) agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District (CRCSD) as an Additional Insured

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District (CRCSD)

3. Workers Compensation and Employer's Liability

Workers' Compensation	State Statutory Limits
Employer's Liability – Bodily Injury by Accident	\$100,000 each accident
Employer's Liability – Bodily Injury by Disease	\$500,000 policy limit
Employer's Liability – Bodily Injury by Disease	\$100,000 each employee

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District (CRCSD)

4. Umbrella Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- Please list the Cedar Rapids Community School District (CRCSD) as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District (CRCSD)
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District (CRCSD).

5. Professional Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- A.** CRCSD will indemnify and hold harmless FIL from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and defense expenses, occasioned by, or arising out of, the CRCSD's negligence or willful misconduct in the performance of its duties under this Agreement to the extent not fully paid by CRCSD's insurance, if any.
- B.** FIL will indemnify and hold harmless the CRCSD from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and defense expenses, occasioned by, or arising out of, FIL negligence or willful misconduct in the performance of its duties under this Agreement to the extent not fully paid by FIL's insurance.

6. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. FIL, as an independent contractor under this Agreement, shall be the administrator of the Agreement.
- B. A site advisory group shall be established in the spirit of cooperation whose purpose is to meet on an “as needed” basis to proactively address any issues or concerns that may arise from time to time. The site advisory group shall consist of a representative from the parties to this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

7. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. FIL is providing services to the CRCSD as a contractor or is operating or managing the operations of a contractor. The services provided by FIL may involve the presence of FIL employees or volunteers upon the real property of the schools of the CRCSD.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the CRCSD. FIL further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the CRCSD.
- C. FIL hereby certifies that no one who is an owner, operator or manager of FIL has been convicted of a sex offense against a minor. FIL further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the CRCSD in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113, The Code. If any portion of this Section 6 or the referenced section of the Iowa Code is held invalid, the balance of this Section 6 and the referenced section of the Iowa Code shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of FIL hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

8. NON-DISCRIMINATION ASSURANCE

- A. FIL will take steps to assure its performance of this Agreement is without discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per the CRCSD Board Policy 102.

9. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. A party’s failure to make substantial and timely progress toward performance of such party’s responsibilities in accordance with the Agreement.
 - b. Failure of the party's work product and services to conform with specifications therefor noted herein.
 - c. Any other breach of the terms of this Agreement.

- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Terminate the Agreement upon written notice to the defaulting party; or,
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.
- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

10. FEES AND COMPENSATION

The CRCSD will not be charged any fees by FIL for the *WordFlight* student and teacher components and tools or for professional development and support provided under this Agreement. The CRCSD will be responsible for all its costs related to having participating school staff available for professional development sessions, providing suitable technology tools to students and teachers, and those associated with external assessments to evaluate efficacy of the project. Each party acknowledges and agrees that the performance obligations of the other in accordance with this Agreement is good and valuable consideration for its performance hereunder.

11. INTELLECTUAL PROPERTY

This Agreement gives the CRCSD the license to use *WordFlight* in accordance with this Agreement in mutually agreed upon schools during the 2021 – 2022 school year. This Agreement transfers no title or ownership rights in FIL products, proprietary items or related intellectual property to the CRCSD. The CRCSD will have no rights to assign or sell the license granted herein to others.

12. AMENDMENTS.

Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement that may be agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

13. DATA SHARING AGREEMENT

Both parties will execute a Data Sharing Agreement that will be part of this Agreement.

14. PUBLICITY

Upon full execution of this Agreement, FIL may thereafter identify the CRCSD as a client of FIL on FIL's website and/or in FIL's marketing materials and use the CRCSD's name and/or mark for such purposes. FIL may issue a press release, containing the CRCSD's name, describing the results of the project. related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as provided in this Section 11,

without such other party's written approval, which approval shall not be unreasonably withheld or delayed.

15. GENERAL TERMS

a. This Agreement shall be deemed to have been made, executed and delivered in the State of Iowa and shall be construed in accordance with the laws of the State of Iowa.

b. NOTICES. Notices given by either party under this Agreement, to the attention of the other party at the address of such party as set forth in Section 13 below, shall be deemed completed (i) three days after being deposited with the US Postal Service, certified mail, return receipt requested, with prepaid postage; (ii) upon delivery if sent by overnight courier, with evidence of receipt; (iii) by email upon receipt, with return reply evidencing receipt; or (iv) upon other evidence of receipt by personal service or otherwise..

c. SEVERABILITY AND ASSIGNMENT. The invalidity or unenforceability, in whole or in part, of any provision in this Agreement shall not affect the enforceability of the remaining provisions provided the purposes of and respective performance obligations under this Agreement are not materially impacted by such determination of invalidity or unenforceability. This Agreement may not be assigned by CRCSD without FIL's consent.

d. ENTIRE AGREEMENT. This Agreement, together with any other materials referenced in or expressly made a part of the Agreement, constitutes the final and entire Agreement between FIL and CRCSD on the matters contained herein and supersedes all prior and contemporary agreements, oral or written.

e. COUNTERPARTS. The Parties hereto agree that facsimile signatures shall be as effective as if originals. This Agreement may be executed via facsimile in any number of counterparts, all of which taken together shall constitute one and the same agreement.

16. CONTACT PERSONS

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan, coordinate and implement performance of the Agreement. The Contact Persons are as follows:

<p><u>John Rice:</u> Executive Director of Teaching and Learning Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, Iowa 52405 jrice@crschools.us 319-558-4735</p>	<p><u>Jason T. Smith</u> Chief Operating Officer Foundations in Learning 2441 Coral Court, Suite #4 Coralville, IA 52241 jsmith@foundations-learning.com (319) 3337788 ext. 100</p>
---	---

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

[FIL NAME]

[NAME], [TITLE]

DATE

[CRCS D NAME]

[NAME], [TITLE]

DATE

CONSENT AGENDA

**BA-22-049 Final Approval - Kennedy High School - Bleacher Replacement Project -
Certificate of Substantial Completion (Jon Galbraith)**

Exhibit: BA-22-049.1-4

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$117,420.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on July 12, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Kennedy High School - Bleacher Replacement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kennedy High School Bleacher Replacement
CONTRACTOR: Townsend Ventures, LLC

TO (OWNER):
Cedar Rapids Community Schools
District, In the County of Linn,
State of Iowa
Educational Leadership & Support Center
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405-1015

CONTRACT FOR: \$117,420
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$117,420

CONTRACT DATE: February 19, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Replacement of bleachers in the main gym.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions

The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Contractor

Name

Date

Project Supervisor

Name

Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

AIA Document G702/CMa™ - 1992

Application and Certificate for Payment Construction Manager-Adviser Edition

TO OWNER: **Cedar Rapids CSD**
2500 Edgewood Road NW
Cedar Rapids, IA 52405

PROJECT: **KHS Bleacher Replacement Project 2020**

APPLICATION NO: Final Retainage

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: [REDACTED] VIA ARCHITECT: [REDACTED]

PERIOD TO: **1/11/2021**

PROJECT NOS: **0**

CONTRACT FOR: **TOWNSEND VENTURES, LLC**
PO Box 310858
Des Moines, IA 50331-0858

CONTRACT DATE: **2/19/2020**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

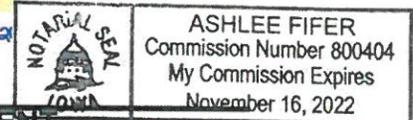
1. ORIGINAL CONTRACT SUM	\$	<u>117,420.00</u>
2. Net change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>117,420.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>117,420.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>\$5,871.00</u>
b. _____ % of Stored Material (Column F on G703)	\$	<u>Included in above</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>5,871.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>111,549.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>111,549</u>
8. CURRENT PAYMENT DUE	\$	<u>0.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>5,871.00</u>

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.
Townsend Ventures, LLC

CONTRACTOR:

By: Todd Townsend Date: 1/11/2021

State of: Iowa County of: Polk
 Subscribed and sworn to before me this 11th day of January 2021
 Notary Public:
 My Commission expires: Nov. 16, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

 **Document G703™ – 1992**

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **FinalRetainage**

APPLICATION DATE: **1/11/2021**

PERIOD TO: **1/11/2021**

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	<i>(Fill in & break down contract values)</i> Bleachers, (Installed) <i>(Add any change order(s) descriptions)</i>	\$117,420.00	\$117,420.00	\$0.00	\$0.00	\$117,420.00	100.00%	\$0.00	\$5,871.00
GRAND TOTALS		\$117,420.00	\$117,420.00	\$0.00	\$0.00	\$117,420.00	100%	\$0.00	\$5,871.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



Townsend Ventures, LLC

PO Box 310858
Des Moines, IA 50331-0858

Invoice

Date	Invoice #
1/11/2021	197

Bill To
Cedar Rapids CSD 2500 Edgewood Road NW Cedar Rapids, IA 52405

Ship To

S.O. No.	P.O. No.	Terms	Project
CRKE200219	Contract	Net 15	

Item	Description	Ordered	Prev. Invoi...	Invoiced	Rate	Amount
Bleacher Sales...	20R X 89' - Wall to wall (South Bank), ESM 10' TOTAL CONTRACT AMOUNT	1	1.73422		117,420.00	117,420.00
Bleacher Sales...	Less Payment received on Invoice #28				-8,550.00	-8,550.00
Bleacher Sales...	Less Payment received on Invoice #146				-81,901.40	-81,901.40
Bleacher Sales...	Less Payment received on Invoice #181 Balance due represents 5% retainage				-21,097.60	-21,097.60

Please remit to above address.

Total	\$5,871.00
Payments/Credits	\$0.00
Balance Due	\$5,871.00

CONSENT AGENDA

**BA-22-050 Final Approval - Kennedy High School - ADA Baseball Project -
Certificate of Substantial Completion (Jon Galbraith)**

Exhibit: BA-22-050.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$123,000.00 and the funding was provided by the Secure an Advanced Vision for Education Fund (SAVE). The project was substantially completed on July 12, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Kennedy High School - ADA Baseball Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kennedy High School Baseball ADA Project

CONTRACTOR: Bowker Mechanical

TO (OWNER):

Cedar Rapids Community Schools
District, In the County of Linn,
State of Iowa
Educational Leadership & Support Center
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405-1015

CONTRACT FOR: \$123,000
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$123,000

CONTRACT DATE: July 15, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Install ADA compliant sidewalk and associated grading and underground utilities.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions

The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Contractor


Name

7/12/21
Date

Project Supervisor


Name

7/12/2021
Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Cedar Rapids CSD
 Attn: Accounting Department
 PO Box 879
 Cedar Rapids IA 52406-0879

PROJECT: Kennedy ADA Ballfield

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

APPLICATION NO: 6
 PERIOD TO: 7/31/2021
 Owner PO: 0026401
 PROJECT NOS: 20C0520 & 20S0166
 CONTRACT DATE: 7/27/2020

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: Bowker Mechanical Contractors LLC
 1000 32nd Ave SW
 Cedar Rapids IA 52404

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	123,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	123,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	123,000.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	123,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	116,850.00
8. CURRENT PAYMENT DUE	\$	6,150.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

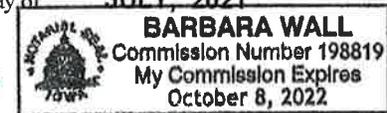
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: [Signature] Date: 7-13-21

State of: **IOWA** County of: **LINN**
 Subscribed and sworn to before me this 13th day of JULY, 2021

Notary Public: [Signature]
 My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1/6/1900
APPLICATION DATE: 7/13/2021
PERIOD TO: 7/31/2021
OWNER PO: 0026401

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
01	Mobilization / General Conditions	\$3,000.00	\$3,000.00			\$3,000.00	100.00%	\$0.00	\$0.00
02	Grading - Site Utilities	\$68,000.00	\$68,000.00			\$68,000.00	100.00%	\$0.00	\$0.00
03	Landscape - Sod	\$2,000.00	\$2,000.00			\$2,000.00	100.00%	\$0.00	\$0.00
04	Concrete Paving	\$50,000.00	\$50,000.00			\$50,000.00	100.00%	\$0.00	\$0.00
05									
06									
07									
08									
09									
10									
11									
12									
13									
14									
15									
16									
17									
18									
GRAND TOTALS		\$123,000.00	\$123,000.00	\$0.00	\$0.00	\$123,000.00	100.00%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONSENT AGENDA

BA-22-051 Approval – Washington High School – Driveway Improvements Project – Change Order #1 (Jon Galbraith)

Exhibit: BA-22-051.1

Action Item

Pertinent Fact(s):

1. Midwest Concrete, Inc., is the contractor for the project with a contract amount of \$316,442.80 and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Midwest Concrete, Inc., is requesting a Change Order in the amount of \$17,338.36, for a new contract amount of \$333,781.66.
 - COR 1 results from an unforeseen condition resulting over excavation.
 - COR 2 results from an unforeseen condition resulting in adding frost stoops at existing exterior doors.
 - CO 3 results from an unforeseen condition resulting in removing damaged sidewalk and replacing with new.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Midwest Concrete, Inc., for the Washington High School - Driveway Improvements Project.

AIA[®] Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2021-22 Driveway Improvements - Washington High School Cedar Rapids	CONTRACT INFORMATION: Contract For: General Construction Date: April 14, 2021	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: July 28, 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> Midwest Concrete, Inc. 9835 Cottingham Road Peosta, Iowa 52068

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 1 (attached)
Over Excavation - ADD \$1,880.40

Per COR 2 (attached)
Frost Stoops at Existing Exterior Doors - ADD \$13,280.06

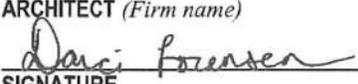
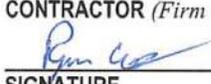
Per COR 3 (attached)
Remove Damaged Sidewalk and Replace with New - ADD \$2,178.40

The original Contract Sum was	\$ 316,442.80
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 316,442.80
The Contract Sum will be increased by this Change Order in the amount of	\$ 17,338.86
The new Contract Sum including this Change Order will be	\$ 333,781.66

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.

<u>Solum Lang Architects, LLC</u> ARCHITECT <i>(Firm name)</i>	<u>Midwest Concrete, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Cedar Rapids Community School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Darci Lorenson, Architect PRINTED NAME AND TITLE	Ryan Coates, President PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
7/28/21 DATE	Ryan Coates Owner 7/30/21 DATE	 DATE

CONSENT AGENDA

**BA-22-052 Approval – New Elementary at Coolidge Elementary School (West Willow)
Site Project - Change Order #11 (Jon Galbraith)**

Exhibit: BA-22-052.1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$21,375,941.06 and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE).
2. Garling Construction is requesting a Change Order increasing the amount of \$1,955.49, for a new contract amount of \$21,377,896.55.
 - COR 43 results from an unforeseen condition resulting in revisions to the kitchen cooler and freezer.

Recommendation:

It is recommended that the Board of Education approve Change Order #11 to Garling Construction for the New Elementary School at Coolidge (West Willow) Elementary School Site Project.



Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
19213000

6225 1st Ave NW
Cedar Rapids, IA 52405

CONTRACT INFORMATION:
Contract For: New Elementary at the
Coolidge Site
Date: April 13, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 011

Date: July 27, 2021

OWNER: *(Name and address)*
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

ARCHITECT: *(Name and address)*
OPN Architects
200 5th Ave. SE, Suite 201
Cedar Rapids, Iowa 52401

CONTRACTOR: *(Name and address)*
Garling Construction
5607 4th Street Ct 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.)

COR 43 Kitchen Cooler and Freezer Revisions \$1,955.49
Total: \$1,955.49

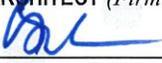
The original Contract Sum was	\$ 21,135,000.00
The net change by previously authorized Change Orders	\$ 240,941.06
The Contract Sum prior to this Change Order was	\$ 21,375,941.06
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,955.49
The new Contract Sum including this Change Order will be	\$ 21,377,896.55

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 *(Firm name)*


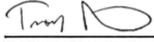
SIGNATURE

Chad Schumacher

PRINTED NAME AND TITLE
7.28.2021

DATE

Garling Construction

CONTRACTOR *(Firm name)*


SIGNATURE

Troy Pins - President

PRINTED NAME AND TITLE
7-30-21

DATE

Cedar Rapids Community School District

OWNER *(Firm name)*

SIGNATURE

Laurel Day - Board Secretary

PRINTED NAME AND TITLE

DATE

CONSENT AGENDA

**BA-22-053 Approval – New Elementary at the Coolidge Elementary School (West Willow)
Site Project - Food Service Equipment - Change Order #2 (Jon Galbraith)**

Exhibit: BA-22-053.1

Action Item

Pertinent Fact(s):

1. Rapids Foodservice is the contractor for the project with a contract amount of \$401,606.00, and the source of funding is the Secure and Advanced Vision for Education Fund (SAVE).
2. Rapids Foodservice is requesting a Change Order deducting the amount of \$1,450.00, for a new contract amount of \$400,156.00.
 - Change Order 002 results from an owner's request resulting in a deduction for alternate trash receptacles.

Recommendation:

It is recommended that the Board of Education approve Change Order #2 to Rapids Foodservice for the New Elementary at the Coolidge Elementary School (West Willow) Site Project - Food Service Equipment.

AIA[®] Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 19213000 6225 1 st Ave NW Cedar Rapids, IA 52405	CONTRACT INFORMATION: Contract For: New Elementary at the Coolidge Site Date: April 13, 2020	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: July 27, 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> Rapids Foodservice 6201 S Gateway Dr Marion, IA 52302

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.)

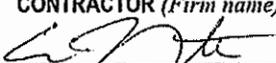
COR 002 Alternate Trash Receptacles (\$1,450.00)
Total: (\$1,450.00)

The original Contract Sum was	\$ 401,021.00
The net change by previously authorized Change Orders	\$ 585.00
The Contract Sum prior to this Change Order was	\$ 401,606.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 1,450.00
The new Contract Sum including this Change Order will be	\$ 400,156.00

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.

<u>OPN Architects</u> ARCHITECT <i>(Firm name)</i>	<u>Rapids Foodservice</u> CONTRACTOR <i>(Firm name)</i>	<u>Cedar Rapids Community School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Chad Schumacher</u> PRINTED NAME AND TITLE	<u>Eric Schmitt, Vice-President</u> PRINTED NAME AND TITLE	<u>Laurel Day - Board Secretary</u> PRINTED NAME AND TITLE
<u>7.30.2021</u> DATE	<u>7/30/2021</u> DATE	 DATE

CONSENT AGENDA

**BA-22-054 Tabulation – Exterior LED Light Fixtures - Washington High School
(Jon Galbraith/Tammy Carter)**

Exhibit: BA-22-054.1

Action Item

Pertinent Fact(s):

The exterior LED light fixtures for Washington High School is part of the Year 7 PPEL Promise Project and follows the District’s ongoing efforts for sustainable energy practices. CRCSD received two quotes for the selected fixtures and the recommended vendor is 3E.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Exterior LED Light Fixtures for Washington High School to 3E.

Bid Tabulation - Exterior LED Lighting Fixtures for Washington High School

	Qty	3E	Crescent Electric
XSPW-B-WM-4ME-8L-40K-UL-BK-P	20	\$ 5,591.80	\$ 5,820.50
XSPW-B-WM-4ME-2L-40K-UL-BK-P	16	\$ 4,130.56	\$ 4,299.52
XSPW-B-WM-2ME-8L-40K-UL-BK-P	5	\$ 1,397.95	\$ 1,455.13
3-719-4015	6	\$ 2,791.86	\$ 2,906.00
OSQL-B-30L-40K7-4M-UL-NM-BZ	6	\$ 6,379.62	\$ 6,640.47
OSQ-ML-B-TM-BZ	6	\$ 710.22	\$ 739.25
OSQL-B-30L-40K7-4M-UL-NM-BZ	8	\$ 8,506.16	\$ 8,853.96
OSQ-ML-B-AA-BZ	8	\$ 604.08	\$ 628.78
70158 (D8-L 1530-C40-V	4	\$ 130.60	\$ 135.95
99546 (TR8-BL-RO)	4	\$ 44.88	\$ 46.73
NTF-A-NM-N6-10L-40K-UL-BZ	2	\$ 416.32	\$ 433.35
NTF-YM-10L-BZ	2	\$ 44.90	\$ 46.73
SQ3T340K12D1UDXF-BZ	11	\$ 4,018.41	\$ 4,182.68
NTF-A-NM-N4-3L-40K-UL-BZ	1	\$ 113.27	\$ 117.90
NTF-YM-10L-BZ	1	\$ 22.45	\$ 23.37
VSR-1-T3-32L-1-40-DP6-RPA4-BZ	2	\$ 967.34	\$ 1,006.90
TOTALS	102	\$ 35,870.42	\$ 37,337.23

CONSENT AGENDA

**BA-22-055 Purchasing Register – Buses – 2021-2022 School Year
(Scott Wing/Carissa Jenkins)**

Exhibit: BA-22-055.1

Action Item

Pertinent Fact(s):

1. Vehicles being replaced are:
 - 2008 Thomas 72 Passenger Bus #0802
 - 2008 Thomas 72 Passenger Bus #0803
 - 2009 Blue Bird 72 Passenger Bus #0901
 - 2009 Blue Bird 72 Passenger Bus #0902
 - 2009 Blue Bird 72 Passenger Bus #0903
 - 2008 Thomas 35 Passenger Lift bus #0801
2. Parts availability for older vehicles is an issue and we are seeing higher maintenance costs to keep old vehicles running
3. Physical Plant & Equipment Levy (PPEL) and Special Education funds are available in the 2021-2022 fiscal year for: Five 72 passenger buses and one 14 Passenger Micro Lift Bus.
4. The Cedar Rapids Community School district was awarded the Volkswagen Settlement Projects grant for Diesel engine vehicle replacements which will help offset the cost of District Bus replacements.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register - Vehicles/Buses for the 2021-2022 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

Description:	Buses
School:	Transportation
Budget Year:	2021-2022
First Notice Date:	August 10, 2021
Second Notice Date:	August 17, 2021
Bid Due Date:	August 25, 2021
Estimated Cost:	\$ 680,000.00

CONSENT AGENDA

**BA-22-056 Purchasing Register – District Vehicles/Mowers – 2021-2022 School Year
(Scott Wing/Carissa Jenkins)**

Exhibit: BA-22-056.1

Action Item

Pertinent Fact(s):

1. Vehicles being replaced are:
 - 2005 GMC C8500 Dump Truck #5051
 - 2004 GMC TC8C042 Cargo Truck #5043
 - 2009 Ford F350 Plow Truck #3091
 - 2009 Ford F350 Plow Truck #3092
 - 2005 Ford Expedition #2053
 - 2006 Ford E150 Van #2062
 - 2006 Ford Expedition #2082
 - 2009 Ford E150 Van #2091
 - 2008 Ford E350 Van #4081
 - 2009 Toro 31599 Wide Area mower #60902
 - 1998 Aluma LTD aluminum trailer #1981
2. Parts availability for older vehicles is an issue and we are seeing higher maintenance costs to keep old vehicles running.
3. Physical Plant & Equipment Levy (PEL) are available in the 2021-2022 Fiscal Year for: one 37,000 GVW Dump/ Plow Truck, one F750 Propane Cargo box truck, two F350 Reg cab 4x4 Plow trucks, three 8 Passenger Transit vans, one Cargo Transit van, one Ford Escape, one Wide-area mower, and one Aluminum Trailer.
4. The Cedar Rapids Community School District was awarded the Volkswagen Settlement Projects grant for Diesel engine vehicle replacements which will help offset the cost of District Diesel engine replacements.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register – District Vehicles/Mowers for the 2021-2022 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

Description: Stadium Equipment, Mowers, District Vans, District Truck

School: Transportation/ Building and Grounds Department

Budget Year: 2021-2022

First Notice Date: August 10, 2021

Second Notice Date: August 17,2021

Bid Due Date: August 25, 2021

Estimated Cost: \$650,000.00

CONSENT AGENDA

BA-22-058 Approval – Coolidge Elementary School (West Willow) Demolition Project – Change Order #1 (Jon Galbraith)

Exhibit: BA-22-058.1

Action Item

Pertinent Fact(s):

1. DWZ Company is the contractor for the project with a contract amount of \$199,200.00, and the source of funding is the Secure an Advanced Vision for Education fund (SAVE).
2. DWZ is requesting a Change Order in the amount of \$6,567.96, for a new contract amount of \$205,767.96.
 - COR 001 results from an unforeseen condition resulting extra asbestos removal.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to DWZ Company for the Coolidge Elementary School (West Willow) Demotion Project.

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Change Order

PROJECT: <i>(Name and address)</i> 19213001 6225 1 st Ave NW Cedar Rapids, IA 52405	CONTRACT INFORMATION: Contract For: Coolidge Elementary Demolition Date: March 8 th , 2021	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: July 28, 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> DWZ Company 1775 Commercial Drive Walford, Iowa 52351

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.)

COR 001 Extra Asbestos Removal \$6,567.96
Total: \$6,567.96

The original Contract Sum was	\$ 199,200.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 199,200.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,567.96
The new Contract Sum including this Change Order will be	\$ 205,767.96

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 <u>ARCHITECT (Firm name)</u>  <u>SIGNATURE</u> Chad Schumacher <u>PRINTED NAME AND TITLE</u> 7.28.2021 <u>DATE</u>	DWZ Company <u>CONTRACTOR (Firm name)</u>  <u>SIGNATURE</u> Kyle Fisher - General Manager <u>PRINTED NAME AND TITLE</u> 7-28-2021 <u>DATE</u>	Cedar Rapids Community School District <u>OWNER (Firm name)</u> <u>SIGNATURE</u> Laurel Day - Board Secretary <u>PRINTED NAME AND TITLE</u> <u>DATE</u>
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CONSENT AGENDA

**BA-22-059 Approval – New Elementary at the Jackson Elementary School (Maple Grove)
Site Project - Change Order #1 (Jon Galbraith)**

Exhibit: BA-22-059.1

Action Item

Pertinent Fact(s):

1. Rinderknecht Associates, Inc., is the contractor for the project with a contract amount of \$19,973,000, 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 \$11,642.25, for a new contract amount of \$19,984,642.25.
 - COR 002 results from an unforeseen condition resulting in site lighting revisions.
 - COR 004 results from an owner's request for a sit-to-stand reception desk in the Clinic.
 - COR 005 results from an error or omission in the plans and specs resulting in needing electrical at the exterior storage and gym.
 - COR 006 results from an unforeseen condition resulting in adding intercom speakers and gym lighting.
 - COR 007 results from an unforeseen condition resulting in a 15-inch storm line.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Rinderknecht Associates, Inc., for the New Elementary at the Jackson Elementary School (Maple Grove) Site Project.



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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: 001 Date: July 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.)

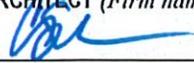
CO 002 Site Lighting Revisions	\$155.89
CO 004 Clinic Sit-to-Stand Reception Desk	(\$1,783.00)
CO 005 Electrical at Exterior Storage and Gym	\$1,354.86
CO 006 Intercom Speaker and Gym Lighting	\$8,733.00
CO 007 15 Inch Storm Line	\$3,181.50
Total:	\$11,642.25

The original Contract Sum was	\$	<u>19,973,000.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>19,973,000.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>11,642.25</u>
The new Contract Sum including this Change Order will be	\$	<u>19,984,642.25</u>

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.

<u>OPN Architects</u> ARCHITECT <i>(Firm name)</i>	<u>Rinderknecht Associates</u> CONTRACTOR <i>(Firm name)</i>	<u>Cedar Rapids Community School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Chad Schumacher</u> PRINTED NAME AND TITLE	<u>Joe Fay</u> PRINTED NAME AND TITLE	<u>Laurel Day - Board Secretary</u> PRINTED NAME AND TITLE
<u>7.30.21</u> DATE	<u>7-30-21</u> DATE	 DATE

CONSENT AGENDA

BA-22-060 **Agreement - Cedar Rapids Community School District and Gray Television Group, Inc. d/b/a KCRG-TV - 2021-2023 School Years (Colleen Scholer)**

Exhibit: BA-22-060.1-3

Action Item

Pertinent Fact(s):

The on-going Agreement with Gray provides the District-produced content for broadcast on Gray Television Group, Inc. d/b/a KCRG-TV.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Gray Television Group, Inc. d/b/a KCRG-TV KCRG-TV9 (9.1), KCRG-D2 (9.2), or KCRG-D3 (9.3) for the 2021-2023 School Years.

Cedar Rapids Community School District

BROADCAST LICENSE AGREEMENT

This Broadcast License Agreement ("Agreement") is entered into by and between the Cedar Rapids Community School District ("Licensor") and Gray Media Group, Inc. d/b/a KCRG-TV ("Licensee").

WHEREAS, Licensee owns and operates media outlets for the broadcast of audio-visual material over the air.

WHEREAS, Licensor is a public school district that has produced content regarding its operations that the Licensor and Licensee agree would benefit the public if broadcast over one of the Licensee's media outlets, specifically KCRG-TV9 (9.1), KCRG-D2 (9.2), or KCRG-D3 (9.3).

1. Licensor grants to Licensee a license to broadcast Licensor created content during the License Term subject to the terms and conditions set out in this Agreement.
2. Licensee shall broadcast Licensor created content provided to Licensee at dates and times that are mutually agreeable to the Licensor and Licensee.
 - 2A. No license or other fees shall be payable by Licensee to Licensor or any other person or entity for the right to broadcast Licensor created content, and no fees shall be payable by Licensor to Licensee in order to induce Licensee to broadcast such content.
3. Licensor shall deliver Licensor created content to Licensee in a mutually agreeable format.
4. Licensee shall not cut, edit, or otherwise alter the Licensor created content provided to Licensee without the prior consent of the Licensor, except for breaks for commercial advertising and interruptions in the public interest.
5. During the times when Licensor created content is scheduled to be broadcast, Licensee will broadcast the Licensor created content as provided by Licensor in its entirety and without interruption, except for breaks for commercial advertising and interruptions in the public interest.
6. Subject to the terms and conditions of this Agreement, Licensee shall have the right to sell (and the right to retain advertising revenue associated with) all available commercial airtime within each broadcast of Licensor created content. Licensee shall not broadcast any advertising or promotional material that is inconsistent with the mission of the Licensor immediately before, during or immediately after broadcasting the Licensor created content, specifically, advertising

of and announcements relative to gambling, alcoholic beverages, tobacco products, bodily functions and bail bonds.

7. Licensor represents and warrants to Licensee that: (a) the broadcast of the Licensor created content will not infringe on any existing copyright or trademark, (b) Licensor has full right to grant a license to Licensee to broadcast the Licensor created content, and (c) such content will not violate the right of privacy, publicity or constitute a libel or slander against any person or entity.

8. Licensor shall indemnify and hold harmless Licensee against any and all actions, claims, damages, expenses or liabilities arising out of the broadcast of Licensor created content or arising out of any breach by Licensor of this Agreement.

9. Licensee represents and warrants to Licensor that: (a) the Licensor created content will be broadcast on either KCRG-D2 (9.2) or KCRG-D3 (9.3); (b) Licensee will not permit or allow Licensor created content to be broadcast by any other party; and (c) Licensee will not broadcast Licensor created content after the license term has expired or in violation of any of the terms and/or conditions of this Agreement. Except as expressly provided herein, Licensee disclaims all warranties, express or implied, with respect to the broadcast of any Licensor created content. In no event shall Licensee, or any of its affiliates, or any of their directors, officers, employees or agents be liable to school or anyone else for any indirect, consequential, special, incidental, punitive, or exemplary damages of any kind (including lost revenues or profits or loss of business) resulting from the performance or nonperformance of this Agreement or any broadcast of any content, whether due to a breach of contract, breach of warranty, or the negligence of Licensee or any other party, even if Licensee is advised beforehand of the possibility of such damages.

10. Licensee shall indemnify and hold harmless Licensor against any and all actions, claims, damages, expenses or liabilities arising out of any breach by Licensee of this Agreement.

11. This Agreement shall commence on July 1, 2021, and shall terminate on June 30, 2023, unless sooner terminated.

(a) This Agreement may be terminated: (1) by the mutual written agreement of the parties, or (2) by either party upon written notice to the other party if the other party fails to perform any material obligation hereunder and such failure is not promptly cured within ten (10) days of such notice.

(b) Notwithstanding any provision herein to the contrary, the obligations and agreements of the parties hereto under Sections 7 to 10, 11(b), 14 and 15 shall survive the termination of this Agreement, regardless of the reason for termination, and shall continue in full force and effect indefinitely.

12. Licensor and Licensee acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this contract shall remain in full force and effect.

13. The terms of this Agreement may only be modified by mutual written agreement of Licensor and Licensee. This Agreement may not be assigned by either party without the prior written consent of the other party, except that no consent is necessary for Licensee to assign this Agreement to a business entity succeeding to substantially all the assets or business of Licensee whether by merger, consolidation, acquisition or otherwise.

14. Nothing in this Agreement shall be construed to create a partnership or joint venture relationship between the parties.

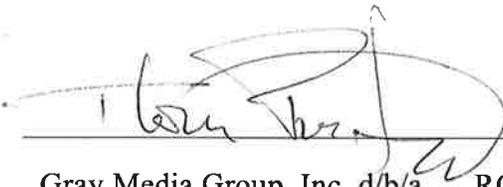
15. This agreement does not apply to live events produced by licensee.

16. Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District. The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this section. No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

IN WITNESS WHEREOF and in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

Cedar Rapids Community School District, Licensor

Date



Gray Media Group, Inc. d/b/a RG-D2/D3,
Licensee

7.26.21

Date

CONSENT AGENDA

**BA-22-061 Approval – Jefferson High School - Locker Room Upgrades - Change Order #1
(Jon Galbraith/Jason Lietz)**

Exhibit: BA-22-061.1-8

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$672,700, 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 \$15,004.65, for a new contract amount of \$687,704.65.
 - COR 001 results from unforeseen conditions resulting in new wraps on existing columns, block demo, new isolation valves, additional Y fittings, electrical repair, and shower floor drain slope rework.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 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: 001 Date: July 16, 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 001 (attached)
- New CMU wraps on existing columns - ADD \$907.20
- Block Demo for wasteline Y Fitting - ADD \$236.25
- New isolation valves to replace existing corroded valves - ADD \$2,859.76
- Additional Y fitting due to existing conditions - ADD \$1,405.55
- Electrical repair from core drilling - ADD \$2,025.28
- Existing shower floor drain slope rework - ADD \$7,276.40
- Additional Expenses - ADD \$294.21

The original Contract Sum was	\$ 672,700.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 672,700.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 15,004.65
The new Contract Sum including this Change Order will be	\$ 687,704.65

The Contract Time will be increased 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.

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
Brad Lang PRINTED NAME AND TITLE	Troy Pins PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
7/16/2021 DATE	7-20-21 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 #. 0001

CEDAR RAPIDS SCHOOL DIST	Date	Thursday, July 15, 2021
<p>Project: CRCSD 21-22 Locker Room Jefferson Project #: 54161 cc: Superintendent</p> <p>Added CMU around column, iso valves replacement, waste (Y) fitting install with block patch in LL, electrical fixes from coring in slabs, resinous shower drain patching and clean up edges</p>		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00001	Column CMU				864.000	5.0000	\$907.20
00001	Waste (Y) fitting block p				225.000	5.0000	\$236.25
00001	Iso valves				2723.580	5.0000	\$2,859.76
00001	Waste (Y) fitting				1338.620	5.0000	\$1,405.55
00001	In slab core drilling electrical fixes				1928.840	5.0000	\$2,025.28
00001	Shower drain rework				6929.900	5.0000	\$7,276.40
00001	Performance Bond 2 %	Other Expense		0.000			\$294.21

PROPOSAL SUMMARY

\$14,710.44

Other Expense \$294.21

Net Costs \$15,004.65

Proposal Total \$15,004.65

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

Archit *Darci Lorensen* Date: 7/16/2021
Darci Lorensen

Owner: x *Jason Lietz* Date: 07/16/2021
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *Shay C Hudachek* Date: 07/15/2021
Shay C Hudachek, Project Manager

BOWKER MECHANICAL CONTRACTORS, LLC.



COR PRICING SUMMARY

TO: MR. SHAY HUDACHEK	FROM: JEFF WENZEL
COMPANY: GARLING CONSTRUCTION CEDAR RAPIDS, IA	DATE: JULY 14, 2021
RE: COR # 2	

PROJECT: JHS-LOCKER ROOMS REMODEL CEDAR RAPIDS, IA	DESCRIPTION: REWORK EXISTING UNDERFLOOR WASTE FOR MEN'S LEVEL 1 RESTROOM
--	---

WE HAVE PERFORMED ADDITIONAL WORK FOR THE ABOVE REFERENCE PROJECT AS DIRECTED AND PROVIDE THE FOLLOWING ADDITIONAL COST INFORMATION:

MATERIAL:		
Pipe, fittings & supports	\$	514.46
LABOR:	\$	<u>689.92</u>
Subtotal:	\$	1,204.38
OVERHEAD & FEE (10%)		120.44
Small tools & consumables		<u>13.80</u>
TOTAL:	\$	1,338.62

BOWKER MECHANICAL CONTRACTORS, LLC.



COR PRICING SUMMARY

TO: MR. SHAY HUDACHEK	FROM: JEFF WENZEL
COMPANY: GARLING CONSTRUCTION CEDAR RAPIDS, IA	DATE: JULY 14, 2021

RE: COR # 1

PROJECT: JHS-LOCKER ROOMS REMODEL CEDAR RAPIDS, IA	DESCRIPTION: REPLACE EXISTING DOMESTIC WATER ISOLATION VALVES WITH NEW
--	---

WE HAVE PERFORMED ADDITIONAL WORK FOR THE ABOVE REFERENCE PROJECT AS DIRECTED AND PROVIDE THE FOLLOWING ADDITIONAL COST INFORMATION:

MATERIAL:		
Valves & fittings	\$	1,306.58
LABOR:	\$	<u>1,138.35</u>
Subtotal:	\$	2,444.93
OVERHEAD & FEE (10%)		244.49
Small tools & consumables		<u>34.15</u>
TOTAL:	\$	2,723.58



Price Quote

Date: July 14, 2021
Location: Jefferson High School
Attention: Shay Hudachek

Project description:

- Conduit was drill through in multiple locations
- Investigation to locate all damage raceways and how it was feed through conduits in concrete junction behind existing fixtures
- Repipe across basement and retie existing wire
- Reinstall everything back in existing locations

Estimated Cost:	\$1,928.84
Material Cost:	\$56.33
Labor Cost:	\$1,872.51

Notes:

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

SCS Midwest Inc.
3314 Hwy #6 Trail Homestead, IA.
Phone: (319) 622 3049 Fax (319) 622 3069
E-Mail : ron@scsflooring.com

Page 1 of 2



SCS CO # 1
Date : 7/13/2021
Job Name : 54161 - CRCSD 21-22 Locker Room Jefferson

General Contractor / Owners Name: Garling Construction Inc
General Contractor / Owners Representative (Print) Shay Hudachek
SCS Midwest Representative (Print) Luke Brown / Ron Blount

SCOPE OF WORK TO BE CHANGED

Rework reslope flooring in Men's & Women's shower areas.
Labor: 3 men - 4 days = 96 man hours @ \$48.00/hr. = \$4,608.00
Materials: Masteremaco N 425 - 15 bags, Sika 24NA - 4 Units and Sikaquick 1000 - 6 bags
Total Materials: \$1,418.00
See page 2 for 10% overhead and 5% Profit : Total \$903.90

Amount of Change \$6,929.90 Add Deduct *Circle One*

Signatures Date

Gen Contractor / Owners Representative: _____

SCS Midwest Representative: 

Please sign and return one copy

SCS Midwest Inc.
3314 Hwy #6 Trail Homestead, IA.
Phone: (319) 622 3049 Fax (319) 622 3069
E-Mail : ron@scsflooring.com

Page 2 of 2



CO # 1

Date : 7/13/2021

Job Name : 54161 - CRCSD 21-22 Locker Room Jefferson

COST BREAKDOWN

LABOR		\$	4,608.00
MATERIALS		\$	1,418.00
OVERHEAD	10%	\$	602.60
PROFIT	5%	\$	301.30
TOTAL		\$	6,929.90

CONSENT AGENDA

**BA-22-062 Agreement – Cedar Rapids Community Schools and Kids on Course Scholar Camp
(David Nicholson)**

Exhibit: BA-22-062.1-2

Action Item

Pertinent Fact(s):

1. The Agreement is for Kids On Course providing the Scholar Camp at Roosevelt Creative Corridor Business Academy for the Summer of 2021.
2. Cedar Rapids Community School District agreed to use ESSER funds for the pick up the costs of the Scholar Camp expenses that typically are paid from the Zach Johnson Foundation. The Agreement will reimburse Kids On Course for ESSER eligible expenses not to exceed \$70,000 out of the ESSER III 20% learning recovery funds.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Kids On Course for the Scholar Camp.

PURCHASE OF SERVICE AGREEMENT

Cedar Rapids Community School District Kids on Course

Whereas, the **CEDAR RAPIDS COMMUNIUTY SCHOOL DISTRICT**, hereinafter referred to as **DISTRICT**, and **Kids On Course** hereinafter referred to as **PROVIDER** desire to enter into a Purchase of Service Agreement, and

PURSUANT TO Chapter 28E, CODE OF IOWA, permitting a local school district to enter into a cooperative agreement with other agencies,

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

1. The purpose of the Agreement shall be to purchase instructional services from **Provider** in order to conduct a Scholar Camp at Roosevelt Creative Corridor Business Academy for the identified eligible students of the Cedar Rapids Community School District.
2. The term of this Agreement Summer of 2021.
3. The **Provider** agrees to:
 - a. Conduct the supervisory and administrative tasks needed to accomplish the project;
 - b. Provide appropriate supervision of students to ensure safety;
 - c. Provide staff members as necessary for the Agreement through direct employment or sub-contract for services.
 - d. Not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion gender, national origin, veteran status, political affiliations, or disabilities. Any act of discriminated by the Provider or failure to comply with these statutory obligations when applicable shall be grounds for termination of this agreement;
 - e. Provide a certificate of insurance;
 - f. Provide evidence of background checks on all employees/volunteers who are present during the delivery of the services;
 - g. Provide all the necessary materials for the program;
 - h. Submit an itemized invoice of ESSER eligible expenditures to the **District** that contains the names of the students that were served in the program.
4. The **District** agrees to:
 - a. Work with the **Provider** to identify students for the program;
 - b. Reimburse the **Provider** for eligible ESSER expenditures for the Scholar Camp at Roosevelt Creative Corridor Business Academy not to exceed \$70,000. This will be paid from ESSER III 20% learning recovery funds;
 - c. Provide space and utilities at no cost to the **Provider**.
5. The **District** reserves the right to cancel this agreement upon 30 days written notice if the determination is made by the **District** that the **Provider** has disclosed to the public the identity of any student served through this program.

6. A separate legal or administrative entity is not intended to be created by this Agreement.
7. The parties to this Agreement do not anticipate the purchase of property for the provision of providing the Scholar Camp at Roosevelt Creative Corridor Business Academy.
8. Adam Zimmerman (District) and Contact Person (Provider) shall administer the Agreement.

Cedar Rapids Community School District
Board President

Jenny Becker

Kids On Course
Jenny Becker

CONSENT AGENDA

BA-22-063 Approval – McKinley Middle School - Secure Entrance and Office Project – Change Order #1 (Jon Galbraith)

Exhibit: BA-22-063.1-14

Action Item

Pertinent Fact(s):

1. Tricon General Construction is the contractor for the project with a contract amount of \$392,000, and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Tricon General Construction is requesting a Change Order in the amount of \$12,776.84, for a new contract amount of \$404,776.84.
 - COR #1 results from an unforeseen condition resulting in running electrical to the fire curtain.
 - COR #2 results from an unforeseen condition resulting in electrical revisions.
 - COR #3 results from an unforeseen condition resulting in the repair of west wall water damage.
 - COR #4 results from an unforeseen condition resulting in the relocation of a duct.
 - COR #5 results from an unforeseen condition resulting in the reposition of a heat pump.
 - COR #5 results from an owner's request for new flooring.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Tricon General Construction for the McKinley Middle School - Secure Entrance and Office Project.



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSO Entry & Office - McKinley Middle School Cedar Rapids	CONTRACT INFORMATION: Contract For: General Construction Date: April 14, 2021	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: August 3, 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> Tricon General Construction, Inc. 746 58th Avenue Court SW Cedar Rapids, Iowa 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.)

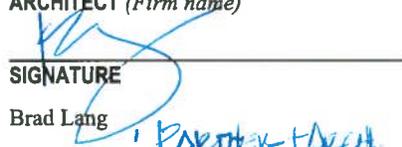
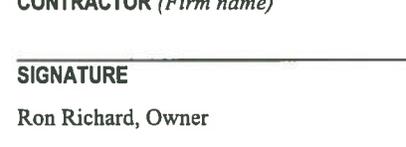
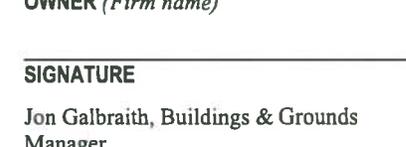
Per COR#1 (Attached)	Fire Curtain Electrical	ADD \$410.48
Per COR#2 (Attached)	Electrical Revisions	ADD \$2268.19
Per COR#3 (Attached)	West Wall Water Damage	ADD \$4206.36
Per COR#4 (Attached)	Relocate Duct	ADD \$324.53
Per COR#5 (Attached)	Heat Pump Reposition	ADD \$0.00
Per COR#6 (Attached)	New Flooring	ADD \$5567.28

The original Contract Sum was	\$	<u>392,000.00</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>392,000.00</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>12,776.84</u>
The new Contract Sum including this Change Order will be	\$	<u>404,776.84</u>

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be August 6, 2021

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.

<u>Solum Lang Architects, LLC</u> ARCHITECT <i>(Firm name)</i>	<u>Tricon General Construction, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>Cedar Rapids Community School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Brad Lang PRINTED NAME AND TITLE	Ron Richard, Owner PRINTED NAME AND TITLE	Jon Galbraith, Buildings & Grounds Manager PRINTED NAME AND TITLE
8.3.2021 DATE	DATE	DATE



www.triconcg.com
746 58th Ave Ct SW Cedar Rapids, IA 52404 P 866.588.9516
Corporate Office 1230 East 12 th Street Dubuque, IA 52001 P 563.588.9516 F 563.588.9519

July 1, 2021

Bradley Lang
Solum Lang Architects, LLC
1101 Old Marion Rd NE
Cedar Rapids IA 52402

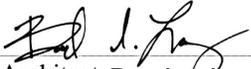
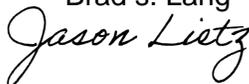
Project: CRCSD Entry & Office – McKinley Middle School
Re: COR # 1R – ITC #1

Additional cost for fire curtain electrical revision per attached.

Hawkeye Electric	389.00
OHP	19.45
General Liability Insurance	2.03
Total	\$ 410.48

The above work will add _____ days to the completion date.

Approved By:

Ron Richard	7/1/2021
_____ Ron Richard – Tricon Construction	_____ Date
 _____ Architect Brad S. Lang - Solum Lang Architects	7.26.2021 _____ Date
 _____ Owner	07/27/2021 _____ Date

Date: 7/1/2021

To: Tricon

Attention: Rebekah Delaney

Subject: Fire Curtain Electrical Revision

SCOPE:

- Add single pole switch to serve as disconnect for motor curtain
- Install control switch (Switch provided by others)
- Furnish and install wire between control switch and controller
- Furnish and install wire between controller and the motor curtain

BASE PRICE: \$389.00

Thanks,

Josh Hendryx

Joshh@Hawkeye-Electric.com

Cell: (319) 538-2700





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July 1, 2021

Bradley Lang
Solum Lang Architects, LLC
1101 Old Marion Rd NE
Cedar Rapids IA 52402

Project: CRCSD Entry & Office – McKinley Middle School
Re: COR # 2R2 – ITC #4

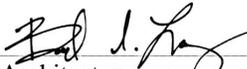
Additional cost for electrical revisions per attached.

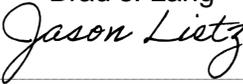
Hawkeye Electric	2,158.71
OHP	107.94
General Liability Insurance	12.24
Total	\$ 2,268.19

The above work will add _____ days to the completion date.

Approved By:

Ron Richard	7/1/2021
_____ Ron Richard – Tricon Construction	_____ Date

 Architect Brad S. Lang - Solum Lang Architects	7.26.2021 Date
---	-------------------

 Owner	07/27/2021 Date
--	--------------------



Change order authorization

Job: McKinley MS
Work: ITC #4 REV 1

Change #
Sheet <u>1</u> of <u>1</u>
DATE 7/1/21

	Material/ Description	Qty	Mat'l Price	Per	Mat'l Ext.	Labor Unit	Labor Ext.
1	Pantry 100 - Note #1			1	\$0.00		0.00
2	3/4" Conduit (Fittings & Supports included)	100.00	\$98.66	100	\$98.66	5.00	5.00
3	Receptacles	3.00	\$4.59	1	\$13.77	0.20	0.60
4	#12 THHN Wire	640.00	\$177.00	1000	\$113.28	4.00	2.56
5	Pantry 100 - Note #2			1	\$0.00		0.00
6	Demo	1.00		1	\$0.00	2.00	2.00
7	Pantry 100 - Note #3			1	\$0.00		0.00
8	3/4" Conduit (Fittings & Supports included)	10.00	\$98.66	100	\$9.87	6.00	0.60
9	Wiremold - West Wall (Boxes, Fittings & Supports Included)	50.00	\$275.56	100	\$137.78	6.00	3.00
10	Receptacles	6.00	\$4.59	1	\$27.54	0.20	1.20
11	#12THHN Wire	450.00	\$177.00	1000	\$79.65	4.00	1.80
12	Demo	1.00		1	\$0.00	1.00	1.00
13				1	\$0.00		0.00
14				1	\$0.00		0.00
15				1	\$0.00		0.00
16				1	\$0.00		0.00
17				1	\$0.00		0.00
18				1	\$0.00		0.00
19				1	\$0.00		0.00
20				1	\$0.00		0.00
21				1	\$0.00		0.00
22				1	\$0.00		0.00
23				1	\$0.00		0.00
24				1	\$0.00		0.00
25				1	\$0.00		0.00
26				1	\$0.00		0.00
27				1	\$0.00		0.00
28				1	\$0.00		0.00
29				1	\$0.00		0.00
30				1	\$0.00		0.00
31				1	\$0.00		0.00
32				1	\$0.00		0.00
33				1	\$0.00		0.00
34				1	\$0.00		0.00
35				1	\$0.00		0.00
36				1	\$0.00		0.00
37				1	\$0.00		0.00
38				1	\$0.00		0.00
39				1	\$0.00		0.00
40				1	\$0.00		0.00
Total Mat'l, this page:					\$480.55		17.76

\$0.00 Sub Cont Quote
\$0.00 Sub Mark Up
\$480.55 Material
\$0.00 Tax
\$96.84 OH/P
\$1,456.32 Electrician Labor
\$0.00 Administrative Fee
\$125.00 Project Management Fee
\$2,158.71

A signed copy of this change order must be returned to Hawkeye Electric before any work will be performed. Please return within 5 days of receipt or additional charges may apply due to job progress.

Approved by: _____
Date: _____



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746 58th Ave Ct SW
Cedar Rapids, IA 52404
P 866.588.9516

Corporate Office
1230 East 12th Street
Dubuque, IA 52001
P 563.588.9516
F 563.588.9519

July 2, 2021

Bradley Lang
Solum Lang Architects, LLC
1101 Old Marion Rd NE
Cedar Rapids IA 52402

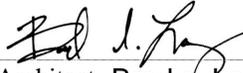
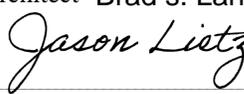
Project: CRCSD Entry & Office – McKinley Middle School
Re: COR # 3R – ITC #3

Additional cost for misc items per attached.

Professional Wall Builders, Inc	1,836.76
Tricon Laborer (5.25 HRS @ \$63.15/HR)	331.54
Item 1a: 0.50 HR deduct	
Item 3a: 5.75 HRS	
Tricon Carpenter (24 HRS @ \$69.55/HR)	1,669.20
Item 3c: 16 HRS	
Item 3d: 8 HRS (salvage base trim)	
Tricon Material (mortar/epoxy)	52.00
<i>Subtotal</i>	<u>3,889.50</u>
OHP (Subcontracted)	91.84
OHP (Self-performed)	205.27
General Liability Insurance	19.75
Total	<u>\$ 4,206.36</u>

The above work will add _____ days to the completion date.

Approved By:

Ron Richard	7/2/2021
_____ Ron Richard – Tricon Construction	_____ Date
 Architect Brad S. Lang - Solum Lang Architects	7.26.2021 Date
 Owner	07/27/2021 Date

Professional Wall Builders, Inc

329 First St. Iowa City, IA 52240
Phone: 319-341-7732 Fax: 319-341-7741
email:prowalllowacity@gmail.com

Time and Material Proposal

Date: 6/21/21

Project Name : CRCSD McKinley Entry & Office Remodel

Contractor Name: Tricon

ITC # 3

RFI #

ASI #

Description of Proposal: See attached breakdown sheets for the cost of this ITC

Date of work performed :

LABOR	HOURS	RATE	TOTAL
CARPENTER FOREMAN	6	99.32	\$ 595.92
CARPENTER JOURNEYMAN	4	88.75	\$ 355.00
CARPENTER APPRENTICE	0	81.01	\$ -
PLASTERER/FINISHER FOREMAN	4	99.32	\$ 397.28
PLASTERER/FINISHER JOURNEYMAN	0	88.65	\$ -
PLASTERER/FINISHER JOURNEYMAN OT	0	106.00	\$ -
LABOR SUBTOTAL			\$ 1,348.20
5% OVERHEAD & PROFIT			\$ 67.41
LABOR TOTAL			\$ 1,415.61

MATERIAL				TOTAL
ITEM DESCRIPTION	AMOUNT USED	UNIT	COST/UNIT	TOTAL
Bulkhead	-21	LF	3.50	\$ (73.50)
GWB Lid	-24	SF	2.80	\$ (67.20)
ACT Grid and Tile	24	SF	3.95	\$ 94.80
Wall Type A*	4	LF	25.50	\$ 102.00
Drywall Finishing Materials	3	EA	25.00	\$ 75.00
5/8" GWB	100	SF	0.45	\$ 45.00
1-5/8" Wall	30	LF	7.50	\$ 225.00
	0		0.00	\$ -
	0		0.00	\$ -
			0.00	\$ -
MATERIAL SUBTOTAL				\$ 401.10
5% OVERHEAD & PROFIT				\$ 20.05
MATERIAL TOTAL				\$ 421.15

TOTAL PROPOSED CHARGE \$ 1,836.76

See attached breakout sheets for the rates per item of ITC #3



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Corporate Office 1230 East 12 th Street Dubuque, IA 52001 P 563.588.9516 F 563.588.9519

July 1, 2021

Bradley Lang
Solum Lang Architects, LLC
1101 Old Marion Rd NE
Cedar Rapids IA 52402

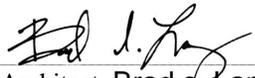
Project: CRCSD Entry & Office – McKinley Middle School
Re: COR # 4R

Additional cost for duct relocation per attached.

B.G. Brecke, Inc	307.55
OHP	15.38
General Liability Insurance	1.60
Total	\$ 324.53

The above work will add _____ days to the completion date.

Approved By:

Ron Richard	7/1/2021
_____ Ron Richard – Tricon Construction	_____ Date
 _____ Architect Brad S. Lang - Solum Lang Architects	7.26.2021 _____ Date
 _____ Owner	07/27/2021 _____ Date



1-800-728-7055

CHANGE ORDER REQUEST

Site Name & Address: CRSD Entry & Office - McKinley Middle School 620 10th St. SE, Cedar Rapids, IA 52403

Customer Contract No: 21-011IA

Change Order Request Number 2

Description:
Relocation of Existing Ductwork for New Bulk Head

Job Number 211143

Materials

Markup

\$	-
\$	-

Foreman
Journeyman
70% Apprentice
Project Management
Helper
CAD
Delivery

Hours Rate

0	\$	84.66	\$	-
0	\$	81.37	\$	-
0	\$	56.58	\$	-
0	\$	110.00	\$	-
0	\$	23.40	\$	-
0	\$	65.00	\$	-
0	\$	50.00	\$	-

Labor

Markup

\$	-
\$	-

Small Tools and Consumables (of Labor)

3.5% \$ -

Subcontract

Subcontract Markup:

\$	283.00
\$	14.15

Rental Equipment

Markup:

\$	-
\$	-

Safety

2% \$ 5.94

Warranty

1.5% \$ 4.46

TOTAL PRICE OF CHANGE PROPOSAL

\$ 307.55

Bond

0% \$ -

TOTAL PRICE OF CHANGE PROPOSAL WITH BOND (if applicable)

\$ 307.55

Extension of time because of this change order

0	Work Days
---	-----------

This proposal is based on:

X	Straight
	Overtime
	Shift

Submitted By: Maddie Brecke/Rich Velazquez

Date: 6/23/2021

Approved By: _____

Date: _____



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1230 East 12th Street
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F 563.588.9519

July 19, 2021

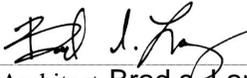
Bradley Lang
Solum Lang Architects, LLC
1101 Old Marion Rd NE
Cedar Rapids IA 52402

Project: CRCSD Entry & Office – McKinley Middle School
Re: COR # 5 – ITC 5

There is zero-cost change per attached.

The above work will add _____ days to the completion date.

Approved By:

Ron Richard	7/19/2021
_____ Ron Richard – Tricon Construction	_____ Date
 Architect Brad S. Lang - Solum Lang Architects	7.26.2021 _____ Date
 Owner	07/27/2021 _____ Date

From: Rich Velazquez <rich.velazquez@brecke.com>
Sent: Monday, July 19, 2021 9:08 AM
To: Travis Runde <TravisRunde@triconcg.com>
Cc: Aaron Bolson <Aaron.Bolson@brecke.com>
Subject: RE: (21-011-IA) CR CSD McKinley MS Entry - ITC 05 - Mechanical Revisions.pdf

Travis,

I'm looking over the paperwork on McKinley and we did not have new valves quoted for the unit move. We were going to use existing Isolation valves. There is no deduct on the cost. If anything we would be charging Being we had to use a little more pipe than quoted. Being it was a small amount I was not going to write up a COR.

From: Travis Runde <TravisRunde@triconcg.com>
Sent: Tuesday, July 13, 2021 12:18 PM
To: Rich Velazquez <rich.velazquez@brecke.com>
Subject: (21-011-IA) CR CSD McKinley MS Entry - ITC 05 - Mechanical Revisions.pdf

Hi Rich,

I discussed this with John onsite and this work has already been performed. There was no isolation valve and this was the onsite fix I believe. School is expecting a deduct.



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Corporate Office 1230 East 12 th Street Dubuque, IA 52001 P 563.588.9516 F 563.588.9519

July 26, 2021

Bradley Lang
Solum Lang Architects, LLC
1101 Old Marion Rd NE
Cedar Rapids IA 52402

Project: CRCSD Entry & Office – McKinley Middle School
Re: COR # 6

Additional cost for front office pantry per attached.

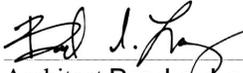
Appleby & Horn Tile Co	5,276.00
OHP	263.80
General Liability Insurance	27.48
Total	\$ 5,567.28

Note: Mohawk “Matuto Plus” luxury vinyl tile supplied by Owner.

The above work will add _____ days to the completion date.

Approved By:

Ron Richard	7/26/2021
_____ Ron Richard – Tricon Construction	_____ Date

 Architect Brad S. Lang - Solum Lang Architects	7.26.2021 Date
---	-------------------

 Owner	07/27/2021 Date
--	--------------------

..... of Cedar Rapids, Iowa

COMMERCIAL FLOORING AND CERAMIC TILE SINCE 1950

Date: July 22, 2021

128 THIRTY-FIRST STREET N.E. CEDAR RAPIDS, IOWA 52406 PHONE 319 364-4131 FAX 319 364-2808

To: Tricon
Attn: Travis Runde

Subject: Mckinley Front Office Pantry

Re: Mohawk "Matuto Plus" luxury viny tile (labor only)
Underlayment (material & labor)

We propose to furnish and install the above referenced materials.

Complete for the sum of..... \$ 5,276.00

We Exclude: Overtime, shift work, slab testing, moisture testing, moisture mitigation, high moisture adhesives, waxing, polishing, sealers, primers, abatement, containment, dust control, major floor prep, expansion joints, content manipulation, all removal is excluded and protection of our finished installation.

Note:

Removal of existing wood floor is not necessary to complete this work.

Floor prep done by Appleby & Horn is limited to smoothing hairline cracks, small holes and other imperfections not exceeding 1/8" deep or wide and includes no leveling.

Only the work and materials which are specifically designated above are included in this proposal. This proposal is valid for 30 days from date. No change shall bind us unless approved in writing by us.

Submitted by  _____
Jeff Crosby

CONSENT AGENDA

**BA-22-064 Tabulation - Exterior LED Light Fixtures - Jefferson High School
(Jon Galbraith/Tammy Carter)**

Exhibit: BA-22-064.1

Action Item

Pertinent Fact(s):

Exterior LED light fixtures for Jefferson High School. This is a Year 7 PPEL Promise Project and follows the Districts ongoing efforts for sustainable energy practices. CRCSD received two quotes for the selected fixtures and the recommended vendor is 3E.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Exterior LED Light Fixtures for Jefferson High School to 3E.

Bid Tabulation - Exterior LED Lighting Fixtures for Jefferson High School

	Qty	3E	Crescent Electric
XSPW-B-WM-4ME-8L-40K-UL-BK-P	34	\$ 9,506.06	\$ 9,894.85
XSPW-B-WM-4ME-2L-40K-UL-BK-P	6	\$ 1,548.96	\$ 1,612.32
XSPW-B-WM-2ME-8L-40K-UL-BK-P	1	\$ 279.59	\$ 291.03
C-FL-A-RDC-1L-40K-BK	1	\$ 43.88	\$ 45.67
3-719-4015	1	\$ 465.31	\$ 484.33
OSQL-B-30L-40K7-4M-UL-NM-BZ	15	\$ 15,949.05	\$ 16,601.18
OSQ-ML-B-AA-BK	15	\$ 1,132.65	\$ 1,178.97
PB-2A5BK	1	\$ 376.53	\$ 391.93
PB-3A5BK	1	\$ 500.00	\$ 520.45
PB-4A5(180)BK	2	\$ 989.80	\$ 1,030.27
PB-2A4BK	1	\$ 343.88	\$ 357.94
101-5007-30-AB-T2-TBK-VD**MOD BASE	4	\$ 6,591.84	\$ 6,861.39
101-4007-20-AB-T2-TBK-BC**MOD BASE	1	\$ 1,150.00	\$ 1,197.03
VWMV-L10/840-TL-BLK-SDGL-PC-DIM	2	\$ 236.74	\$ 246.42
TOTALS	85	\$ 39,114.29	\$ 40,713.77

CONSENT AGENDA

BA-22-065 Final Approval - Kennedy High School - Tennis Court Resurfacing Project - Certificate of Substantial Completion (Jon Galbraith/ Jason Lietz)

Exhibit: BA-22-067.1-2

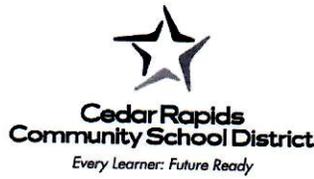
Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$55,350.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on July 8, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Kennedy High School - Tennis Court Resurfacing Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kennedy High School Tennis Court Restoration Project 2020

CONTRACTOR: Tennis Services of Iowa LLC

TO (OWNER):

Cedar Rapids Community Schools
District, In the County of Linn,
State of Iowa
Educational Leadership & Support Center
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405-1015

CONTRACT FOR: \$55,350
CHANGE ORDERS: \$ 0
CONTRACT TOTAL \$55,350

CONTRACT DATE: June 3rd, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The resurfacing of tennis courts at Kennedy High School.

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions

The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Contractor
Jason Thielen
Name
08/02/2021
Date

Project Supervisor
Jason Lietz
Name
08/08/2021
Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____



4200 Ivy Ct. • Marion, Iowa 52302
319-377-6378

INVOICE

DATE	INVOICE #
7/31/2021	3340-rev

BILL TO
Cedar Rapids Comm. School District Attention:Accounting Department PO Box 879 Cedar Rapids, IA 52406-0879

tennis-services@mchsi.com	
P.O. NO.	TERMS
0025793	Net 30

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	5% retained from Kennedy North tennis court project.	1,517.50	1,517.50
1	5% retained from Kennedy South tennis court project from Invoice 3281	1,250.00	1,250.00
		0.00	0.00
Thank you for your business.		Total	\$2,767.50

CONSENT AGENDA

**BA-22-066 Approval – Washington High School – Masonry Repairs Project –
Change Order #1 (Jon Galbraith)**

Exhibit: BA-22-066.1

Action Item

Pertinent Fact(s):

1. B-State Masonry, Inc., is the contractor for this project with a contract amount of \$249,720.00, and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Bi-State Masonry, Inc., is requesting a Change Order in the amount of \$3,670.00, for a new contract amount of \$253,390.00.
 - COR 01 results from an unforeseen condition resulting in the replacement of damaged/cracked bricks.
 - COR 02 results from an unforeseen condition resulting in brick cleaning at new paving.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Bi-State Masonry, Inc., for the Washington High School - Masonry Repairs Project.



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2021-22 Masonry Repairs - Washington High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: February 09, 2021	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: July 30, 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> Bi-State Masonry, Inc. 3511 8th Street Rock Island, Illinois 61201

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 01 (attached)
 Bricks to replace damaged/cracked existing - ADD \$2,625.00

Per COR 02 (attached)
 Brick cleaning at new paving - ADD \$1,045.00

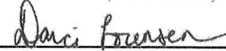
The original Contract Sum was	\$ 249,720.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 249,720.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,670.00
The new Contract Sum including this Change Order will be	\$ 253,390.00

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

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.

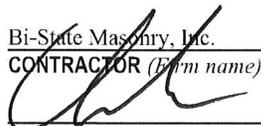
Solum Lang Architects, LLC
ARCHITECT *(Firm name)*


SIGNATURE

Darci Lorensen, Architect
PRINTED NAME AND TITLE

7/30/21
DATE

Bi-State Masonry, Inc.
CONTRACTOR *(Firm name)*


SIGNATURE

Chris Belser
PRINTED NAME AND TITLE

7/30/21
DATE

Cedar Rapids Community School District
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CONSENT AGENDA

BA-22-067 Agreements – Cedar Rapids Community School District and Iowa Department of Transportation – Iowa’s Volkswagen Settlement Environmental Mitigation Trust Projects (David Nicholson)

Exhibit: BA-22-067.1-43

Action Item

Pertinent Fact(s):

1. CRCSD was notified in July that our applications were approved by the Iowa DOT for the Iowa’s Volkswagen Settlement Environmental Mitigation Trust funding.
2. The application replaces 10 of our diesel buses with propane buses. We will receive a reimbursement of up to a maximum of 40% of eligible costs not to exceed a total of \$472,000 for the purchase of the propane buses.
3. In addition, our application for the replacement of two of our large diesel trucks was approved. We will receive \$43,200 for the purchase of propane truck and \$58,500 for a new diesel truck.
4. We have until December 31, 2023 to have the new vehicles purchased and the old ones decommissioned.

Recommendation:

It is recommended that the Board of Education approve the Agreements – Cedar Rapids Community School District with Iowa Department of Transportation for the Iowa’s Volkswagen Settlement Environmental Mitigation Trust Project.

July 2020

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for an
Iowa's Volkswagen Settlement Environmental Mitigation Trust Project

Recipient: **Cedar Rapids Community School District**

Project Number(s): **ADM-VOLK(206)—90-21**

Iowa DOT Agreement Number: **21-VW-107**

This agreement, made as of the date of the last party's signature below, is between Cedar Rapids Community School District (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa VWSEMT) program. The Department has been designated as the lead state agency and has been delegated authority to act on behalf of and legally bind the State of Iowa for the purposes of the Volkswagen Settlement Environmental Mitigation Trust.

The Recipient has been chosen to participate in the Iowa VWSEMT program administered by the Department and will receive funding through this program. The Iowa VWSEMT program supports a broad range of voluntary nitrogen oxides (NO_x) emissions reduction projects and recipients are selected through a competitive application process.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide funds through the Iowa VWSEMT program to the Recipient for authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Jared Smith, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Recipient's contact person shall be Dave Nicholson, Cedar Rapids Community School District, 2500 Edgewood Rd NW, Cedar Rapids, Iowa, 52405, 319-558-1237.
3. The Recipient shall be responsible for the development and completion of the following described project:

Replace one 2007 engine model year diesel bus (VIN# 1T88P3E2581102120) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2007 engine model year diesel bus (VIN# 1T88P3E2781102121) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

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Replace one 2008 engine model year diesel bus (VIN# 1BABHCPA69F258500) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2008 engine model year diesel bus (VIN# 1BABHCPA89F258501) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2008 engine model year diesel bus (VIN# 1BABHCPA19F258503) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2008 engine model year diesel bus (VIN# 1BABDCPA99F258504) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2008 engine model year diesel bus (VIN# 1BAGCPA19F258486) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2008 engine model year diesel bus (VIN# 1T88P4E27A1122980) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2009 engine model year diesel bus (VIN# 1T88P4E29A1122981) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Replace one 2009 engine model year diesel bus (VIN# 1T88P4E20A1122982) with the purchase of one new propane bus with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

Exhibit A Grant Application - Project Cost Form and Fleet Description Form (hereinafter referred to as Exhibit A) lists the items eligible for reimbursement under this project.

4. The Department shall provide a single, lump sum reimbursement toward the approved and eligible purchase and installation costs listed in *Exhibit A*. This reimbursement shall be limited to a maximum of 40 percent of eligible costs or \$472,000, whichever is less. In no event shall the Department's reimbursement obligation under this agreement exceed this amount. Eligible costs are as listed in *Exhibit A* and as described in *Exhibit B Eligible Costs* and are subject to Department review. The Department retains the sole authority to determine eligible project costs. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the Recipient's contribution.
5. The Recipient shall complete all project activities listed in *Exhibit A* by December 31, 2023.
6. Procurement of goods and services and the selection of vendors shall be achieved as follows:

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- a. Recipients that constitute a unit of state government, including but not limited to an agency, authority, board, commission, committee, council, or department, and Recipients that constitute a subdivision of the state or its offices or units, including but not limited to, a county, city or municipality, shall do so in compliance with Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117.
- b. Recipients that are not a unit of state government nor a subdivision of the state, its offices or units, shall do so in a manner that is consistent with Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117, as required in the procurement guidance document attached as Exhibit D to this agreement and incorporated herein by reference.

The Recipient must make a good faith effort to encourage competition. The Recipient shall also provide a completed Exhibit D Procurement Checklist and Certification with the claim for reimbursement. The Recipient shall, upon request by the Department, make available for inspection and copying all documents in any form that relate in any way to the Recipient’s procurement of goods and services and selection of vendors under this agreement. Such documents shall be provided to the Department no later than 7 days after the Department’s request.

7. The vehicle(s) or engine(s) being replaced must be scrapped and rendered inoperable and available for recycle as described in Exhibit E Vehicle Scrapping Requirements. Evidence of scrapping is required to be submitted to the Department. Scrapping shall take place within ninety days of the receipt of the replacement vehicle(s) or engine(s). Other components of a scrapped vehicle may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.).
8. The Recipient shall submit the claim for reimbursement within 30 days of the replaced vehicle or engine being placed into service. The claim shall include but is not limited to: a completed Exhibit D Procurement Checklist and Certification; receipts, invoices, payrolls, and other documentation supporting all vendor, contractor, or in-house costs being claimed for reimbursement; cancelled checks (or equivalent) demonstrating proof of the Recipient’s payment of all costs being claimed; documentation of acceptance and/or delivery such as vehicle title and registration, installation inspection report, or other documentation as applicable; a revised Fleet Description Form; proof of installation, disablement, or scrapping as required by this agreement; a completed Iowa VWSEMT program claim form, and the final report. The reimbursement will not be processed nor the Recipient paid until all requirements of this agreement are met.
9. The Recipient shall submit electronic project progress reports to the Department on a semi-annual basis using the reporting template and format provided by the Department according to the following schedule:

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
January 1 to June 30	July 10
July 1 to December 31	January 10

If a due date falls on a weekend or state holiday, the report will be due on the next business day. Reporting requirements shall include a project status summary including, but not limited to: the date of purchase, the date of delivery and installation (as applicable), and complete description of the status (including a summary of all costs incurred). The final report will also include a full summary of

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the project, all costs incurred, and the completed Iowa VWSEMT Fleet Description Form. The final report is required to accompany the claim for reimbursement. Additional reporting information may be requested by the Department at any time. The Recipient shall respond to additional information requests within five business days of receipt of the written request.

10. Any vehicles or equipment purchased under this agreement will be the property of the Recipient.
11. The Recipient shall ensure that the vehicles or equipment purchased under this agreement remain in operation chiefly within the state of Iowa for a minimum of two years (over 80 percent of the miles or hours operated) and must continue to perform a similar function and operation as the vehicle, engine, or equipment that is being replaced following completion of all requirements under this agreement and payment to the Recipient by the Department.
12. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. All information submitted by the Recipient in support of a request for funding under this program and all records supporting all expenditures of funds will be in the public domain and is subject to inspection by interested parties and disclosure to the public, subject to any applicable confidentiality exceptions provided in Iowa Code Chapter 22 or other applicable state or federal laws. By signing this agreement, the Recipient acknowledges that this information is subject to public disclosure and agrees to allow any of this information to be published or distributed in various print or electronic media publications. All documentation and records submitted by the Department in support of each funding request to the VWSEMT will be available to the public via the trustee public website, which is accessible at <https://www.vwenvironmentalmitigationtrust.com/>. Summarized details regarding expenditure of VWSEMT funds by the Department (e.g., cumulative totals for categories of eligible mitigation actions identified in the Beneficiary Mitigation Plan, identification of recipients of trust funds and their project scopes) will be maintained on the Department's VWSEMT webpage, which is accessible at <https://iowadot.gov/VWSettlement/default.aspx>. Documentation and records supporting all expenditures of the VWSEMT funds by the Department will be made publicly available, upon request.
14. Any publications created by the Recipient pertaining to work performed under this agreement shall contain the following statement:

“This project was funded through the support of the Iowa Department of Transportation (Iowa DOT) under Iowa’s Volkswagen State Environmental Mitigation Trust program. However, any opinions, findings, conclusions, or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of Iowa DOT.”

The Department reserves the right to publish the reports, publications, and other forms of material completed by the Recipient and delivered to the Department. Written and oral releases are considered to be within the context of public rights so reserved by the Department.

15. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt

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requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify the Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default.

16. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
17. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
18. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project for a minimum of two (2) years following completion of obligations under this agreement. The Recipient shall also make these materials available at all reasonable times for inspection by the Department. Copies of these materials shall be furnished by the Recipient if requested. The Recipient shall also permit entry by the Department to any facilities where vehicles or equipment is stored or operated and where any equipment is installed for the purposes of inspection at all reasonable times. If, upon final audit, inspection, or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department.
19. This agreement is not assignable without the prior written consent of the Department.
20. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
21. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
22. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
23. This agreement and the attached exhibits constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

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IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

RECIPIENT: Cedar Rapids Community School District

By: _____ Date _____,
(Recipient Representative Signature)

Title: _____
(Recipient Representative Title)

CERTIFICATION:

I, _____, certify that I am
(Name of Witness to Signature)

_____, and that _____,
(Title of Witness to Signature) (Recipient Representative who signed above)

who signed said Agreement for and on behalf of _____
(Name of Organization)

is authorized to sign the same.

Signed: _____
(Witness to Signature)

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____,
Craig Markley
Director
Systems Planning Bureau

July 2020

EXHIBIT A
Grant Application

VOLKSWAGEN SETTLEMENT ENVIRONMENTAL MITIGATION TRUST
CATEGORY 1: Class 4-8 School Bus, Shuttle Bus, or Transit Bus

Applicant Name: Cedar Rapids Community School District

TABLE 1

New Vehicle Type: <i>Replacement of School Bus or Shuttle Bus (Class 4-7) Non-Government</i>		Category Maximum Grant Amount: <i>none</i>						
New Fuel Type: <i>Alternative Fuel/Hybrid</i>		Category Maximum Grant Percentage: <i>40%</i>						
Number of New Vehicles: <i>14</i>								
Cost Item #	Cost Item Description	Method of Procurement Planned for This Item	Source of Estimate	Number of Units	Estimated Unit Cost	Total Estimated Cost	Estimated VWSEMT Share	Estimated Cost Share
1	Propane School Bus	Purchase from Vendor (includes installation)	Informal quotes from vendors w/no obligation to purchase	10	\$118,000.00	\$1,180,000.00		
2						\$0.00		
3						\$0.00		
4						\$0.00		
Subtotals (Non-Infrastructure):						\$1,180,000.00	\$472,000.00	\$708,000.00
1	Electric Charging Infrastructure (ONLY with electric replacement/repower)					Lump Sum:		
2	Electric Charging Infrastructure (ONLY with electric replacement/repower)					Lump Sum:		
Subtotals (Infrastructure):						\$0.00	\$0.00	\$0.00
Project Cost Estimate:						\$1,180,000.00	\$472,000.00	\$708,000.00

TABLE 2

New Vehicle Type:		Category Maximum Grant Amount:						
New Fuel Type:		Category Maximum Grant Percentage:						
Number of New Vehicles:								
Cost Item #	Cost Item Description	Method of Procurement Planned for This Item	Source of Estimate	Number of Units	Estimated Unit Cost	Total Estimated Cost	Estimated VWSEMT Share	Estimated Cost Share
1						\$0.00		
2						\$0.00		
3						\$0.00		
4						\$0.00		
Subtotals (Non-Infrastructure):						\$0.00		\$0.00
1	Electric Charging Infrastructure (ONLY with electric replacement/repower)					Lump Sum:		
2	Electric Charging Infrastructure (ONLY with electric replacement/repower)					Lump Sum:		
Subtotals (Infrastructure):						\$0.00	\$0.00	\$0.00
Project Cost Estimate:						\$0.00	\$0.00	\$0.00

TABLE 3

New Vehicle Type:		Category Maximum Grant Amount:						
New Fuel Type:		Category Maximum Grant Percentage:						
Number of New Vehicles:								
Cost Item #	Cost Item Description	Method of Procurement Planned for This Item	Source of Estimate	Number of Units	Estimated Unit Cost	Total Estimated Cost	Estimated VWSEMT Share	Estimated Cost Share
1						\$0.00		
2						\$0.00		
3						\$0.00		
4						\$0.00		
Subtotals (Non-Infrastructure):						\$0.00	\$0.00	\$0.00
1	Electric Charging Infrastructure (ONLY with electric replacement/repower)					Lump Sum:		
2	Electric Charging Infrastructure (ONLY with electric replacement/repower)					Lump Sum:		
Subtotals (Infrastructure):						\$0.00	\$0.00	\$0.00
Project Cost Estimate:						\$0.00	\$0.00	\$0.00

	Total Estimated Project Cost	Total VWSEMT Funding Request**	Total Cost Share
TOTAL PROJECT COSTS*:	\$1,180,000.00	\$472,000.00	\$708,000.00

* Applicants are limited to \$500,000 of grant funding per funding cycle. This worksheet limits each application to \$500,000. If multiple applications from a single applicant are awarded, additional changes to the funding request and cost share may be required and will be made by Iowa DOT prior to award.

** The Total VWSEMT Funding Request calculated here is the maximum allowable request based on program maximum percentage and/or maximum dollar amount per project category. Applications that request less than the maximum percentage or dollar amount allowed per project category will score higher. If you desire to request a lower amount of program funding than the maximum allowed, you will enter a lower amount in Part C of the Application Form than the amount calculated here. In the case of a discrepancy between this form and the value transferred to the Application Form, the Application Form will be assumed to be the actual funding request.

Applicant Name	Cedar Rapids Community School District (CRCSD)
Project Title	VW Round 3
Application Date	3/5/21

Similar engines may be grouped together or entered as separate engine groups.

Fleet Information		Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
Vehicle Or Engine Name:		Bus 0802	Bus 0803	Bus 0901	Bus 0902
Fleet Owner:		CRCSD	CRCSD	CRCSD	CRCSD
Vehicle or Engine Type:		On Road	On Road	On Road	On Road
Primary Place of Performance		Cedar Rapids	Cedar Rapids	Cedar Rapids	Cedar Rapids
- State(s):		Iowa	Iowa	Iowa	Iowa
- County:		Linn	Linn	Linn	Linn
Target Fleet:		School Bus	School Bus	School Bus	School Bus
Vehicle Class or Equipment Type:		School Buses	School Buses	School Buses	School Buses
Gross Vehicle Weight:		30000	31350	33000	33000
Quantity:		1	1	1	1
Vehicle Identification Number:		1T88P3E2581102120	1T88P3E2781102121	1BABHCPA69F258500	1BABHCPA89F258501
Vehicle Make:		THOMAS	THOMAS	Blue Bird	Blue Bird
Vehicle Model:		MVP	MVP	ALL AMERICAN	ALL AMERICAN
Vehicle Model Year:		2007	2007	2008	2008
Engine Serial Number:		46739820	46741786	468928229	46889926
Engine Make:		CUMMINS	CUMMINS	CUMMINS	CUMMINS
Engine Model:		CM2150	CM2150	CM2150	CM2150
Engine Model Year:		2007	2007	2008	2008
Engine Horsepower:		200	200	200	200
Engine Family Name:		ISB	ISB	ISB	ISB
Engine Fuel Type:		ULSD	ULSD	ULSD	ULSD
Engine Fuel Economy:		6	6	6	6
Annual Fuel Gallons Used Per Year:		1513	1513	1513	1513
Annual Miles Traveled:		8000	8000	8000	8000
Annual Idling Hours:		180	180	180	180
Remaining Life:		7	7	8	8
Year of Upgrade Action:		2022	2022	2022	2022
Upgrade Type:		Vehicle Replacement	Vehicle Replacement	Vehicle Replacement	Vehicle Replacement
Upgrade:		Vehicle Replacement - LPG/Propane			
Upgrade Cost Per Unit:		\$118,000.00	\$118,000.00	\$118,000.00	\$118,000.00
Upgrade Labor Cost Per Unit:					
New Vehicle Make:		Blue Bird	Blue Bird	Blue Bird	Blue Bird
New Vehicle Model:		BBCV3303	BBCV3303	BBCV3303	BBCV3303
New Vehicle Model Year:		\$2,022.00	\$2,022.00	\$2,022.00	\$2,022.00
New Engine Model Year:		2022	2022	2022	2022
New Annual Fuel Volume (per engine):		1600	1600	1600	1600
New Engine Horsepower:		350	350	350	350
Estimate of Annual Miles of New Engine/Vehicle		8000	8000	8000	8000
Estimate Lifetime of New Engine/Vehicle		20	20	20	20
New Engine Family Name:		LR1IE07.3BL1	LR1IE07.3BL1	LR1IE07.3BL1	LR1IE07.3BL1
New Engine Fuel Type:		LPG	LPG	LPG	LPG
New Engine Fuel Economy:		5	5	5	5
Annual Idling Hours Reduced:		90	90	90	90
Annual Diesel Gallons Reduced:		1513	1513	1513	1513

CURRENT VEHICLE/ENGINE INFORMATION

NEW VEHICLE/UPGRADE INFORMATION

Vehicle 5	Vehicle 6	Vehicle 7	Vehicle 8	Vehicle 9	Vehicle 10
Bus 0903	Bus 0904	Bus 0907	Bus 1001	Bus 1002	Bus 1003
CRCSD	CRCSD	CRCSD	CRCSD	CRCSD	CRCSD
On Road					
Cedar Rapids					
Iowa	Iowa	Iowa	Iowa	Iowa	Iowa
Linn	Linn	Linn	Linn	Linn	Linn
School Bus					
School Buses					
33000	33000	33000	31350	31350	31350
1	1	1	1	1	1
1BABHCPA19F258503	1BABDCPA99F258504	1BABGCPA19F258486	1T88P4E27A1122980	1T88P4E29A1122981	1T88P4E20A1122982
Blue Bird	Blue Bird	Blue Bird	THOMAS	THOMAS	THOMAS
ALL AMERICAN	ALL AMERICAN	ALL AMERICAN	MVP	MVP	MVP
2008	2008	2008	2009	2009	2009
46892921	46892799	46895546	46979145	46985035	46986175
CUMMINS	CUMMINS	CUMMINS	CUMMINS	CUMMINS	CUMMINS
CM2150	CM2150	CM2150	CM2150	CM2150	CM2150
2008	2008	2008	2008	2009	2009
200	200	200	200	200	200
ISB	ISB	ISB	ISB	ISB	ISB
ULSD	ULSD	ULSD	ULSD	ULSD	ULSD
6	6	6	6	6	6
1513	1513	1513	1513	1513	1513
8000	8000	8000	8000	8000	8000
180	180	180	180	180	180
8	8	8	8	8	8
2022	2022	2022	2023	2023	2023
Vehicle Replacement					
Vehicle Replacement - LPG/Propane					
\$118,000.00	\$118,000.00	\$118,000.00	\$118,000.00	\$118,000.00	\$118,000.00
Blue Bird					
BBCV3303	BBCV3303	BBCV3303	BBCV3303	BBCV3303	BBCV3303
\$2,022.00	\$2,022.00	\$2,022.00	\$2,022.00	\$2,022.00	\$2,022.00
2022	2022	2022	2023	2023	2023
1600	1600	1600	1600	1600	1600
350	350	350	350	350	350
8000	8000	8000	8000	8000	8000
20	20	20	20	20	20
LR1IE07.3BL1	LR1IE07.3BL1	LR1IE07.3BL1	LR1IE07.3BL1	LR1IE07.3BL1	LR1IE07.3BL1
LPG	LPG	LPG	LPG	LPG	LPG
5	5	5	5	5	5
90	90	90	90	90	90
1513	1513	1513	1513	1513	1513

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EXHIBIT B Eligible Costs

The following costs are eligible for reimbursement under this program when listed in the approved Grant Application – Project Cost Form and Fleet Description Form (Exhibit A) and in accordance with the additional requirements listed below:

- A. Only costs incurred directly by the Recipient within the project period defined in this agreement are eligible for reimbursement.
- B. Eligible costs may include the procurement of goods and services from vendors and contractors as well as labor costs incurred by the Recipient's employees for installation as determined by the Department.
- C. The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with regular accounting practices.
- D. Funds awarded under Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa VWSEMT) program may be used for the following purposes:
 1. Category 1 – Class 4-8 School Bus, Shuttle Bus, or Transit Bus: The replacement or repowering of a 2009 engine model year or older diesel bus with a new diesel, alternate fueled, or all-electric bus or engine with an engine model year of the current year (the year in which the replacement or repowering occurs) or one engine model year prior is an eligible project. The conversion of a new vehicle to an alternate fueled vehicle is an eligible replacement project if the conversion is completed by the dealer or manufacturer prior to the applicant receiving the certificate of title for the vehicle. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost.
 2. Category 2 – Freight Trucks and Port Drayage Trucks: The replacement or repowering of a 1992-2009 engine model year class 4-8 local freight truck or class 8 drayage truck with a new diesel, alternate fueled, or all-electric truck or engine with an engine model year of the current year (the year in which the replacement or repowering occurs) or one engine model year prior is an eligible project. The conversion of a new vehicle to an alternate fueled vehicle is an eligible replacement project if the conversion is completed by the dealer or manufacturer prior to the applicant receiving the certificate of title for the vehicle. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost.
 3. Category 3 – Non-Road Transport and Equipment: The replacement or repowering of non-road transport and equipment is an eligible project subject to the limitations below. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost. Eligible replacement or repowering of non-road transport and equipment projects are limited to:
 - a. Freight Switchers: The replacement or repowering of pre-Tier 4 locomotives that operate 1,000 hours or more per year in rail yards for light freight duties and rail car transfer with any new diesel, alternate fueled, or all-electric engine(s) or freight switcher (including generator sets) is an eligible project under this category. Replacements and repowers need to be certified to meet the applicable Environmental Protection Agency (EPA) emissions standards as published in the Code of Federal Regulations (CFR) for the engine model year in which the replacement or repower occurs (40 C.F.R. Part 1033).
 - b. Ferries and Tugs: Ferries and tugs with unregulated, Tier 1, or Tier 2 diesel-powered marine engines may be repowered with any new Tier 3 or Tier 4 diesel, alternate-fueled, or all-electric engines. They may also be upgraded with an EPA-certified remanufacture system or an EPA-verified engine upgrade.

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- c. Marine Vessel Shorepower: This project type includes systems that enable the main and auxiliary engines of a compatible vessel (including those operating in fresh-water lakes or rivers) to remain off while the vessel is at berth. Components eligible for reimbursement are limited to cables, cable management systems, shore power coupler systems, distribution control systems, and power distribution. Marine shore power systems must comply with international shore power design standards (ISO/IEC/IEEE 80005-1-2012 High Voltage Shore Connection Systems or the IEC/PAS 80005- 3:2014 Low Voltage Shore Connection Systems) and should be supplied with power sourced from the local utility grid.
- d. Airport Ground Support Equipment: Airport ground support equipment eligible for replacement or repower includes:
 - i. Tier 0, Tier 1, or Tier 2 diesel-powered equipment; and
 - ii. Uncertified or certified to 3 g/bhp-hr or higher emissions, spark ignition engine powered airport ground equipment.

Eligible equipment may be repowered with an all-electric engine or may be replaced with an all-electric form of the same airport ground support equipment.

- e. Forklifts and Port Cargo Handling Equipment: Forklifts with a lift capacity greater than 8,000 lbs. and port cargo handling equipment may be repowered with an all-electric engine or may be replaced with the same equipment in an all-electric form.

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EXHIBIT C

Ineligible Costs

The following costs are ineligible for reimbursement under this program:

1. Costs incurred prior to the project period defined in this agreement are ineligible for reimbursement.
2. Costs determined by the Department to be unallowable pursuant to Iowa's VWSEMT program guidance or guidance provided by the Volkswagen Settlement Environmental Mitigation Trust. Costs may be determined to be unallowable prior to award or through ongoing monitoring of costs incurred by the Recipient, or a combination of both approaches and as documented by the Department.
3. Costs associated with required scrapping of eligible repower or replacement vehicles or engines. If a Recipient receives money in return for scrapping an engine or vehicle, they may apply said funds toward their required cost share.
4. Equipment and parts on engine repower projects are only eligible for reimbursement if they are included in the certified engine configuration and/or are required to ensure the effective installation and functioning of the new technology, but are not part of typical vehicle or equipment maintenance or repair. Examples of ineligible engine repower costs include, but are not limited to: tires, paint, brakes, and mufflers. For engine replacement with battery, fuel cell, and grid electric, examples of ineligible costs include, but are not limited to, electricity, and operation and maintenance costs.
5. No funds provided under the Iowa VSEMP program may be used for the following purposes:
 1. Administrative costs, lobbying, or for the intervention in federal regulatory or adjudicatory proceedings.
 2. Insurance, vehicle maintenance or vehicle fuel.
 3. Emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
 4. Emissions reductions and vehicle and equipment replacements that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered "mandated", regardless of whether the reductions are included in the State Implementation Plan of a State.
 5. Liquid or gaseous fueling infrastructure.
 6. Purchase of vehicles, engines, or equipment to expand a fleet.
 7. Upgrading/replacing diesel vehicles/equipment with gasoline-powered engines.
 8. Replacement or repowers of vehicles or equipment that have not been chiefly operated within the state of Iowa during the previous calendar year (over 80 percent of the miles or hours) and are not fully operational and in current, regular service.
 9. Replacement or repowers of non-diesel engines.
 10. Replacement or repowers of vehicles and equipment that are not owned by the applicant (certificate of title lists the applicant's name).
 11. Leasing of new or repowered vehicles.

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EXHIBIT D Procurement Checklist and Certification

PROCEDURES:

Procurement of good(s) or services must be achieved through a competitive bidding process that is fair, open, and objective and in compliance with the following procedures derived from Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117. This checklist and certification must be completed and submitted to the Department with the claim for reimbursement. Proceed through the questions and mark “yes” to indicate each has been completed. Mark “N/A” to indicate the question is not applicable to your procurement. Reimbursement will not be made for purchases that do not follow the required procedures. If you have any questions, please contact the Department for assistance prior to proceeding.

DEFINITIONS:

“Bid specification” means the standards or qualities which must be met before a contract to purchase will be awarded and any terms which the director has set as a condition precedent to the awarding of a contract.

“Competitive bidding procedure” means the advertisement for, solicitation of, or the procurement of bids; the manner and condition in which bids are received; and the procedure by which bids are opened, accessed, evaluated, accepted, rejected or awarded. A “competitive bidding procedure” refers to all types of competitive solicitation processes referenced in this chapter and may include a transaction accomplished in an electronic format.

“Competitive selection documents” means documents prepared for a competitive selection by a department or agency to purchase goods and services. Competitive selection documents may include requests for proposal, invitations to bid, or any other type of document a department or agency is authorized to use that is designed to procure a good or service for state government. A competitive selection document may be an electronic document.

“Formal competition” means a competitive selection process that employs a request for proposals or other means of competitive selection authorized by applicable law and results in procurement of a good or service.

“Informal competition” means a streamlined competitive selection process in which a department or agency makes an effort to contact at least three prospective vendors identified by the department or purchasing agency as qualified to perform the work described in the scope of work to request that they provide bids or proposals for the delivery of the goods or services the department or agency is seeking.

“Lowest responsible bidder” means the responsible bidder that is fully compliant with the requirements and terms of the competitive selection document and that submits the lowest price(s) or cost(s).

“Procurement,” “procure,” or “purchase” means the acquisition of goods and services through lease, lease/purchase, acceptance of, contracting for, obtaining title to, use of, or any other manner or method for acquiring an interest in a good or service.

“Responsible bidder” means a vendor that has the capability in all material respects to perform the contract requirements. In determining whether a vendor is a responsible bidder, the department may consider various factors including, but not limited to, the vendor’s competence and qualification for the type of good or service required, the vendor’s integrity and reliability, the past performance of the vendor relative to the quality of the good or service, the past experience of the department in relation to the vendor’s performance, the relative quality of the good or service, the proposed terms of delivery, and the best interest of the state.

“Sealed” means the submission of responses to a solicitation in a form that prevents disclosure of the contents prior to a date and time established by the department for opening the responses. Sealed responses may be received electronically.

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“Sole source procurement” means a purchase of a good or service in which the department or agency selects a vendor without engaging in a competitive selection process.

<input type="checkbox"/> Yes (Required)	<p>1. HAS A WRITTEN INTERNAL CONTROL AND CONFLICT OF INTEREST POLICY GOVERNING PROCUREMENT BEEN ESTABLISHED? (Or, does a written policy meeting this requirement already exist?)</p> <p>If not already existing, the Recipient shall establish internal controls and procedures to initiate purchases, complete solicitations, make awards, approve purchases, and receive good(s) or services to ensure no single individual can place undue influence over the process. <u>This policy must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> This policy must include written standards of conduct covering conflicts of interest and governing the actions of the Recipient’s employees engaged in the selection, award, and administration of contracts and must include the following:</p> <ul style="list-style-type: none"> • No employee, officer, or agent may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. • If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>2. WAS THE PROCUREMENT ADMINISTERED DIRECTLY BY THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR ANOTHER STATE AGENCY/DEPARTMENT AUTHORIZED TO PURCHASE THE GOOD(S) OR SERVICES?</p> <p>This question is applicable only to Recipients that are a unit of state government. If a unit of state government, the purchase has been made through a solicitation administered directly by DAS procurement staff or through another state department or agency explicitly allowed to procure the good(s) or services by Iowa Code. <u>Documentation relating to the procurement must be retained and may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>3. DID THE RECIPIENT USE A ‘STATE BID’ TO PROCURE THE GOOD(S) OR SERVICES?</p> <p>If the Recipient is a county, city, school district, or any combination thereof, the purchase has been made through use of a competitive bid solicited by DAS as allowed by Iowa Code (use of ‘state bid’). <u>Documentation relating to the procurement must be retained and may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>4. IS THIS A SOLE SOURCE PROCUREMENT?</p> <p>A sole source procurement is to be avoided and may only be allowed in unusual circumstances upon advice (and with prior approval) of the Department. Such circumstances may include situations where only one vendor is qualified or eligible to provide the good(s) or services; the procurement is of a specialized nature requiring specific experience, expertise, proximity, or ownership of intellectual property rights; or applicable law requires the use of the specific</p>

	<p>good(s) or services from that vendor. The Recipient must contact the Department prior to engaging in a sole source procurement. <u>Documentation of the procurement and justification for the sole source procurement must be retained.</u></p>
<p><input type="checkbox"/> Yes (Required)</p>	<p>5. HAS EVERY EFFORT BEEN MADE TO SUPPORT IOWA-BASED BUSINESSES, IOWA-MADE PRODUCTS, AMERICAN-BASED BUSINESSES, AND AMERICAN-MADE PRODUCTS?</p> <p>Preference must be given to purchasing Iowa products and purchasing from Iowa-based businesses if the Iowa-based business bids submitted are comparable in price to bids submitted by out-of-state businesses and otherwise meet the required specifications. In the event of a tie, the Iowa-based bid shall be awarded.</p> <p>Preference must be given to purchasing American-made products and purchasing from American-based businesses if the life cycle costs are comparable to those products of foreign businesses and which most adequately meet the required specifications. In the event of a tie, the American-based bid shall be awarded.</p> <p><u>An explanation of your efforts may be subject to review by the Department, at any time.</u></p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>6. HAS AN ESTIMATE FOR THE GOOD(S) OR SERVICES BEEN CALCULATED TO DETERMINE WHICH COMPETITIVE PROCESS MUST BE FOLLOWED?</p> <p>The Recipient shall prepare an estimate for the good, group of goods, or services to be procured which will determine whether an informal or formal competition process will be followed. <u>This estimate must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u></p> <p>If the Recipient answered 'Yes' to questions 2, 3, or 4 above, the answer to this question is 'N/A.'</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>7. IF THE ESTIMATED COST OF THE GOOD(S) OR SERVICES IS ESTIMATED TO BE LESS THAN \$50,000, HAVE INFORMAL COMPETITION PROCEDURES BEEN FOLLOWED?</p> <p>If the cost of any good(s) or services is estimated to be less than \$50,000, informal competition procedures may be followed. The competitive selection process must be fair, open, and objective and at a minimum must generally adhere to the following:</p> <ul style="list-style-type: none"> • <i>Specifications:</i> The Recipient shall consider what requirements are necessary for the good(s) or services so that consistent, fair communication can be made with potential bidders. All specifications shall be written in a manner that encourages competition. Specifications shall be written in general terms without reference to a particular brand or model unless the reference is clearly identified as intending to illustrate the general characteristics of the item and not to limit competition. A specific brand or model may be procured only when necessary to maintain a standard required or authorized by law or rule or for connectivity or compatibility with existing commodities or equipment. <u>The specifications must be retained with your competitive selection documents and may subject to review by the Department, at any time.</u> • <i>Solicitation:</i> Bids may be solicited from vendors via email, phone, fax, or other means. The Recipient must make every effort to receive at least three (3) bids. • <i>Bid tabulation:</i> A record shall be made of all bids received and they shall be tabulated in order to compare bids and ensure all necessary requirements are met. <u>The bid tabulation must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Determination of award:</i> The lowest responsive responsible bidder shall be awarded the contract. Any irregularities or determination of non-responsiveness shall be documented. The Recipient may use the form of contract they normally use for purchases of similar good(s) or services. <u>The determination of award must be retained with your competitive selection documents and may be subject to review by the</u>

	<p><u>Department, at any time.</u></p> <ul style="list-style-type: none"> • <i>Transparency:</i> Records relating to the specifications, solicitation, bids received, bid tabulation, and determination of award must be provided to any bidder, upon request.
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>8. IF THE ESTIMATED COST OF THE GOOD(S) OR SERVICES IS ESTIMATED TO BE \$50,000 OR MORE, HAVE FORMAL COMPETITION PROCEDURES BEEN FOLLOWED?</p> <p>If the cost of any good(s) or services is estimated to be \$50,000 or more, formal competition procedures <u>must</u> be followed. The competitive selection process must be fair, open, and objective and at a minimum must generally adhere to the following:</p> <ul style="list-style-type: none"> • <i>Specifications:</i> The Recipient shall consider what requirements are necessary for the good(s) or services so that consistent, fair communication can be made with potential bidders. All specifications shall be written in a manner that encourages competition. Specifications shall be written in general terms without reference to a particular brand or model unless the reference is clearly identified as intending to illustrate the general characteristics of the item and not to limit competition. A specific brand or model may be procured only when necessary to maintain a standard required or authorized by law or rule or for connectivity or compatibility with existing commodities or equipment. <u>The specifications must be retained with your competitive selection documents and may subject to review by the Department, at any time.</u> • <i>Prepare formal documents:</i> A written request for <u>sealed</u> bids must include the date/time bids will be due to the Recipient, the date/time/place bids will be opened, a complete description of the good(s) or services to be procured, any further explanation required for product specifications or vendor expectations, how bids will be assessed for award, and any other information necessary for a bidder to prepare a responsive bid. All bids shall be sealed until the date/time of the bid opening. • <i>Solicitation:</i> Bids may be solicited from vendors via email, phone, fax, or other means. The Recipient must make every effort to receive three (3) bids. • <i>Bid opening:</i> The Recipient opens the sealed bids received at on the date/time and in the place specified. Any bidders may choose to witness the bid opening. <u>All bids and any accompanying information shall be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Bid tabulation:</i> A record shall be made of all bids received and they shall be tabulated in order to compare bids and ensure all necessary requirements are met. <u>The bid tabulation must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Determination of award:</i> The lowest responsive responsible bidder shall be awarded the contract. Any irregularities or determination of non-responsiveness shall be documented. The Recipient may use the form of contract they normally use for purchases of similar good(s) or services. <u>The determination of award must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Transparency:</i> All bidders shall be notified of the results of the solicitation and of the Recipient's intent to award to a specific bidder. Records relating to the specifications, solicitation, bids received, bid tabulation, and determination of award must be provided to any bidder, upon request.
<p><input type="checkbox"/> Yes (Required)</p>	<p>9. HAVE THE PURCHASED GOOD(S) OR SERVICES BEEN RECEIVED IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS?</p> <p>It is the Recipient's responsibility to review the receipt of all goods and the completion of any services to ensure their compliance with VWSEMT requirements and the specifications included in the procurement of said goods or services. <u>Goods or services procured may be subject to review by the Department, at any time.</u></p>

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The undersigned is an official authorized to represent the Recipient. The person signing this document must have the authority to contractually bind the organization or be the designated fiscal agent.

Certification

I certify that all procurement associated with this project has been carried out in accordance with the procedures listed in this **Exhibit D Procurement Checklist and Certification**; that records documenting the procurement process and implementation will be maintained; that this completed checklist will be submitted with the claim for reimbursement, and the Department is hereby granted access to inspect project sites and/or records.

To the best of my knowledge and belief, all responses in this checklist and certification is true and accurate. I understand that intentionally providing false information in this checklist and certification may result in criminal prosecution under Iowa Code § 714.8(3).

I understand that if the procedures described in this checklist and certification are not followed or a subsequent audit, inspection or review of procedures and documentation by the Department finds noncompliance, costs incurred through this procurement may not be eligible for reimbursement by the Department.

I certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

Printed Name _____ **Title** _____

Signature _____ **Date** _____

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EXHIBIT E

Vehicle and Engine Scrapping Requirements

Permanent disablement (scrapping) of the vehicle(s) and/or engine(s) being replaced is required to ensure that they are no longer suitable for use. Permanent disablement shall take place within ninety days of the replacement vehicle(s) or repowered engine(s) being placed into service. Scrapping shall mean to render inoperable and available for recycle, and at a minimum, to:

1. Cut a 3-inch diameter hole in the engine block for all engines.
2. If a replacement project, disabling the chassis by cutting completely through the frame/frame rails on each side at a point located between the front and rear axles

The Recipient shall submit a Vehicle/Engine Scrapping Certification Letter using the attached example as evidence of disablement. The letter shall include all of the following:

- The date permanent disposal took place;
- Vehicle identification number (VIN) of each vehicle;
- Engine model year of each vehicle; and
- Representative (full color) photos of the vehicle(s) and/or engine(s) being scrapped. Example photos are included in this exhibit. At a minimum, these photos shall clearly show:
 - The destroyed engine block with 3-inch diameter hole; and
 - The cut frame rails.

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[CERTIFICATION LETTER MUST BE PRINTED ON THE APPLICANT’S LETTERHEAD]

Vehicle/Engine Scrapping Certification Letter

[DATE]

The following vehicle(s) and/or engine(s) was/were scrapped according to **[insert APPLICANT’S name]** project agreement **[insert PROJECT AGREEMENT NUMBER]** with the Iowa Department of Transportation (Iowa DOT) for Iowa’s Volkswagen Settlement Environmental Mitigation Trust (VSEMT) program. The VSEMT program requires that the vehicle(s) and/or engine(s) being replaced must be rendered inoperable and available for recycle by:

- 1) cutting a 3-inch diameter hole in the engine block; and
- 2) disabling the chassis by cutting completely through the frame/frame rails on each side at a point located between the front and rear axles.

I, **[insert NAME OF AUTHORIZED REPRESENTATIVE OF APPLICANT]**, confirm that the Iowa’s VSEMT program requirements have been met. **[insert NAME OF ENTITY THAT SCRAPPED THE VEHICLE]** scrapped the listed vehicle(s) and/or engine(s) below on **[insert DATE]**:

[NAME OF ENTITY THAT SCRAPPED THE VEHICLE]

[ADDRESS]

[CITY, STATE, ZIP CODE OF ENTITY]

Vehicle Identification Number (VIN)

Engine Serial Number

Engine Model Year

Vehicle 1 VIN	Vehicle 1 serial number	Vehicle 1 year
Vehicle 2 VIN	Vehicle 2 serial number	Vehicle 1 year
Vehicle 3 VIN	Vehicle 3 serial number	Vehicle 1 year
Vehicle 4 VIN	Vehicle 4 serial number	Vehicle 1 year
Vehicle 5 VIN	Vehicle 5 serial number	Vehicle 1 year
Continue list as needed	Continue list as needed	Continue list as needed

I have attached supporting evidence that the vehicle(s) and/or engine(s) above have been scrapped. This evidence includes representative (full color) photos of the vehicle(s) and/or engine(s) that have scrapped and clearly show:

- 1) The destroyed engine block with 3-inch diameter hole; and
- 2) The cut frame rails.

Signature of Authorized Representative of Applicant

Date

Signature of Salvage Yard Representative

Date

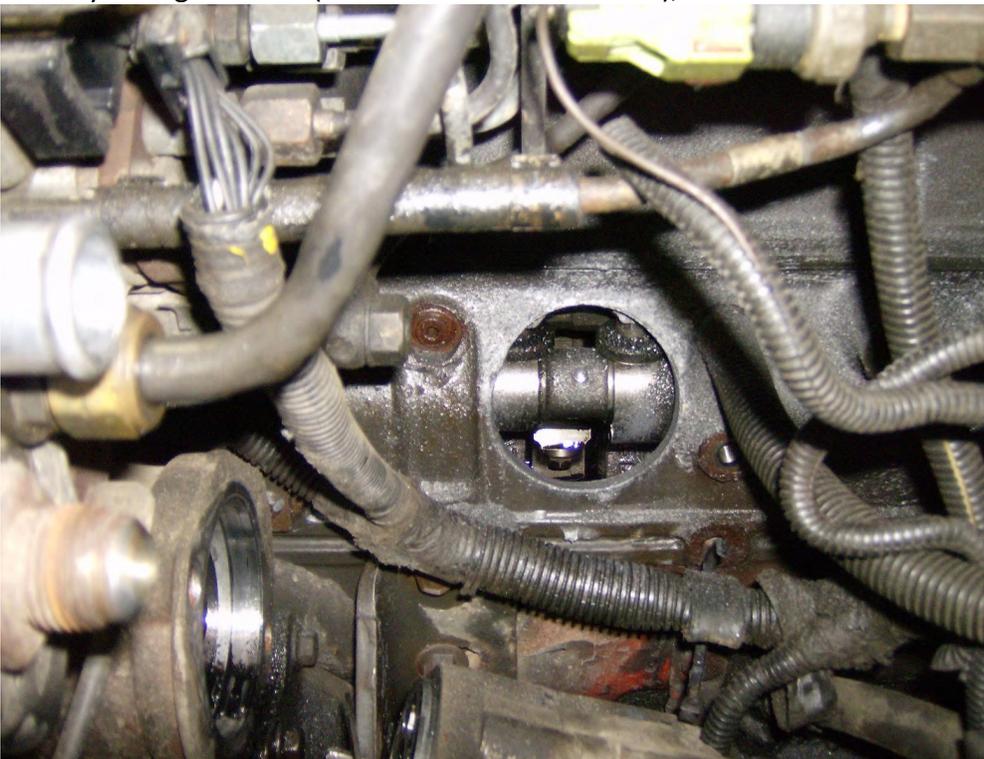
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Example Scrapping Photos

Side profile of the replaced vehicle;



Destroyed engine block (after hole has been drilled);



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Cut chassis/frame rails in half.



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IOWA DEPARTMENT OF TRANSPORTATION
Agreement for an
Iowa's Volkswagen Settlement Environmental Mitigation Trust Project

Recipient: **Cedar Rapids Community School District**

Project Number(s): **ADM-VOLK(238)—90-21**

Iowa DOT Agreement Number: **21-VW-139**

This agreement, made as of the date of the last party's signature below, is between Cedar Rapids Community School District (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department) for Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa VWSEMT) program. The Department has been designated as the lead state agency and has been delegated authority to act on behalf of and legally bind the State of Iowa for the purposes of the Volkswagen Settlement Environmental Mitigation Trust.

The Recipient has been chosen to participate in the Iowa VWSEMT program administered by the Department and will receive funding through this program. The Iowa VWSEMT program supports a broad range of voluntary nitrogen oxides (NO_x) emissions reduction projects and recipients are selected through a competitive application process.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide funds through the Iowa VWSEMT program to the Recipient for authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Recipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Jared Smith, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1713. The Recipient's contact person shall be Dave Nicholson, Cedar Rapids Community School District, 2500 Edgewood Rd NW, Cedar Rapids, Iowa, 52405, 319-558-1237.
3. The Recipient shall be responsible for the development and completion of the following described project:
 - 3A – Replace one 2004 engine model year diesel truck (VIN# 1GDM8C1C04F513204) with the purchase of one new propane truck with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;
 - 3B – Replace one 2005 engine model year diesel truck (VIN# 1GDP8C1C25F526390) with the purchase of one new diesel truck with an engine model year in which the Eligible Mitigation Action occurs or one engine model year prior;

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Exhibit A Grant Application - Project Cost Form and Fleet Description Form (hereinafter referred to as Exhibit A) lists the items eligible for reimbursement under this project.

4. The Department shall provide a single, lump sum reimbursement toward the approved and eligible purchase and installation costs listed in *Exhibit A*. This reimbursement shall be limited to a maximum of 40 percent of eligible costs or \$43,200, whichever is less, for the purchase and installation costs of vehicle included in Section 3, Subsection A. above. This reimbursement shall be limited to a maximum of 30 percent of eligible costs or \$58,500, whichever is less, for the purchase and installation costs of vehicle included in Section 3, Subsection B. above. In no event shall the Department's reimbursement obligation under this agreement exceed this amount. Eligible costs are as listed in *Exhibit A* and as described in *Exhibit B Eligible Costs* and are subject to Department review. The Department retains the sole authority to determine eligible project costs. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the Recipient's contribution.
5. The Recipient shall complete all project activities listed in *Exhibit A* by December 31, 2023.
6. Procurement of goods and services and the selection of vendors shall be achieved as follows:
 - a. Recipients that constitute a unit of state government, including but not limited to an agency, authority, board, commission, committee, council, or department, and Recipients that constitute a subdivision of the state or its offices or units, including but not limited to, a county, city or municipality, shall do so in compliance with Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117.
 - b. Recipients that are not a unit of state government nor a subdivision of the state, its offices or units, shall do so in a manner that is consistent with Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117, as required in the procurement guidance document attached as Exhibit D to this agreement and incorporated herein by reference.

The Recipient must make a good faith effort to encourage competition. The Recipient shall also provide a completed Exhibit D Procurement Checklist and Certification with the claim for reimbursement. The Recipient shall, upon request by the Department, make available for inspection and copying all documents in any form that relate in any way to the Recipient's procurement of goods and services and selection of vendors under this agreement. Such documents shall be provided to the Department no later than 7 days after the Department's request.

7. The vehicle(s) or engine(s) being replaced must be scrapped and rendered inoperable and available for recycle as described in Exhibit E Vehicle Scrapping Requirements. Evidence of scrapping is required to be submitted to the Department. Scrapping shall take place within ninety days of the receipt of the replacement vehicle(s) or engine(s). Other components of a scrapped vehicle may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, tires, etc.).

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8. The Recipient shall submit the claim for reimbursement within 30 days of the replaced vehicle or engine being placed into service. The claim shall include but is not limited to: a completed Exhibit D Procurement Checklist and Certification; receipts, invoices, payrolls, and other documentation supporting all vendor, contractor, or in-house costs being claimed for reimbursement; cancelled checks (or equivalent) demonstrating proof of the Recipient's payment of all costs being claimed; documentation of acceptance and/or delivery such as vehicle title and registration, installation inspection report, or other documentation as applicable; a revised Fleet Description Form; proof of installation, disablement, or scrappage as required by this agreement; a completed Iowa VWSEMT program claim form, and the final report. The reimbursement will not be processed nor the Recipient paid until all requirements of this agreement are met.
9. The Recipient shall submit electronic project progress reports to the Department on a semi-annual basis using the reporting template and format provided by the Department according to the following schedule:

<u>Reporting Period</u>	<u>Semi-Annual Report Due Date</u>
January 1 to June 30	July 10
July 1 to December 31	January 10

If a due date falls on a weekend or state holiday, the report will be due on the next business day. Reporting requirements shall include a project status summary including, but not limited to: the date of purchase, the date of delivery and installation (as applicable), and complete description of the status (including a summary of all costs incurred). The final report will also include a full summary of the project, all costs incurred, and the completed Iowa VWSEMT Fleet Description Form. The final report is required to accompany the claim for reimbursement. Additional reporting information may be requested by the Department at any time. The Recipient shall respond to additional information requests within five business days of receipt of the written request.

10. Any vehicles or equipment purchased under this agreement will be the property of the Recipient.
11. The Recipient shall ensure that the vehicles or equipment purchased under this agreement remain in operation chiefly within the state of Iowa for a minimum of two years (over 80 percent of the miles or hours operated) and must continue to perform a similar function and operation as the vehicle, engine, or equipment that is being replaced following completion of all requirements under this agreement and payment to the Recipient by the Department.
12. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. All information submitted by the Recipient in support of a request for funding under this program and all records supporting all expenditures of funds will be in the public domain and is subject to inspection by interested parties and disclosure to the public, subject to any applicable confidentiality exceptions provided in Iowa Code Chapter 22 or other applicable state or federal laws. By signing this agreement, the Recipient acknowledges that this information is subject to public disclosure and agrees to allow any of this information to be published or distributed in various print or electronic media publications. All documentation and records submitted by the Department in support of each funding request to the VWSEMT will be available to the public via the trustee public website, which

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is accessible at <https://www.vwenvironmentalmitigationtrust.com/>. Summarized details regarding expenditure of VWSEMT funds by the Department (e.g., cumulative totals for categories of eligible mitigation actions identified in the Beneficiary Mitigation Plan, identification of recipients of trust funds and their project scopes) will be maintained on the Department's VWSEMT webpage, which is accessible at <https://iowadot.gov/VWSettlement/default.aspx>. Documentation and records supporting all expenditures of the VWSEMT funds by the Department will be made publicly available, upon request.

14. Any publications created by the Recipient pertaining to work performed under this agreement shall contain the following statement:

“This project was funded through the support of the Iowa Department of Transportation (Iowa DOT) under Iowa's Volkswagen State Environmental Mitigation Trust program. However, any opinions, findings, conclusions, or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of Iowa DOT.”

The Department reserves the right to publish the reports, publications, and other forms of material completed by the Recipient and delivered to the Department. Written and oral releases are considered to be within the context of public rights so reserved by the Department.

15. If the Recipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify the Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Recipient remains in default.
16. This agreement may be declared to be in default by the Department if the Department determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
17. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
18. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project for a minimum of two (2) years following completion of obligations under this agreement. The Recipient shall also make these materials available at all reasonable times for inspection by the Department. Copies of these materials shall be furnished by the Recipient if requested. The Recipient shall also permit entry by the Department

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to any facilities where vehicles or equipment is stored or operated and where any equipment is installed for the purposes of inspection at all reasonable times. If, upon final audit, inspection, or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department.

19. This agreement is not assignable without the prior written consent of the Department.
20. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
21. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
22. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
23. This agreement and the attached exhibits constitute the entire agreement between the Department and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Recipient.

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IN WITNESS WHEREOF, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

RECIPIENT: Cedar Rapids Community School District

By: _____ Date _____,
(Recipient Representative Signature)

Title: _____
(Recipient Representative Title)

CERTIFICATION:

I, _____, certify that I am
(Name of Witness to Signature)

_____, and that _____,
(Title of Witness to Signature) (Recipient Representative who signed above)

who signed said Agreement for and on behalf of _____
(Name of Organization)

is authorized to sign the same.

Signed: _____
(Witness to Signature)

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____,
Craig Markley
Director
Systems Planning Bureau

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EXHIBIT A
Grant Application

VOLKSWAGEN SETTLEMENT ENVIRONMENTAL MITIGATION TRUST
CATEGORY 2: Freight Trucks and Port Drayage Trucks

Applicant Name: Cedar Rapids Community School District

TABLE 1								
New Vehicle Type: <i>Replacement of Local Freight Trucks (Class 4-7) Non-Government</i>					Category Maximum Grant Amount: <i>none</i>			
New Fuel Type: <i>Alternative Fuel/Hybrid</i>					Category Maximum Grant Percentage: <i>40%</i>			
Number of New Vehicles: <i>1</i>								
Cost Item #	Cost Item Description	Method of Procurement Planned for This Item	Source of Estimate	Number of Units	Estimated Unit Cost	Total Estimated Cost	Estimated VWSEMT Share	Estimated Cost Share
1	Cargo Truck	Purchase from Vendor (includes installation)	Informal quotes from vendors w/no obligation to purchase	1	\$108,000.00	\$108,000.00		
2	Dump Truck	Purchase from Vendor (includes installation)	Informal quotes from vendors w/no obligation to purchase	1	\$195,000.00	\$195,000.00		
3						\$0.00		
4						\$0.00		
Subtotals (Non-Infrastructure):						\$303,000.00	\$101,700.00	\$201,300.00
1	Electric Charging Infrastructure (ONLY with electric replacement/repower)				Lump Sum:			
2	Electric Charging Infrastructure (ONLY with electric replacement/repower)				Lump Sum:			
Subtotals (Infrastructure):						\$0.00	\$0.00	\$0.00
Project Cost Estimate:						\$303,000.00	\$101,700.00	\$201,300.00

TABLE 2								
New Vehicle Type:					Category Maximum Grant Amount:			
New Fuel Type:					Category Maximum Grant Percentage:			
Number of New Vehicles:								
Cost Item #	Cost Item Description	Method of Procurement Planned for This Item	Source of Estimate	Number of Units	Estimated Unit Cost	Total Estimated Cost	Estimated VWSEMT Share	Estimated Cost Share
1						\$0.00		
2						\$0.00		
3						\$0.00		
4						\$0.00		
Subtotals (Non-Infrastructure):						\$0.00		\$0.00
1	Electric Charging Infrastructure (ONLY with electric replacement/repower)				Lump Sum:			
2	Electric Charging Infrastructure (ONLY with electric replacement/repower)				Lump Sum:			
Subtotals (Infrastructure):						\$0.00	\$0.00	\$0.00
Project Cost Estimate:						\$0.00	\$0.00	\$0.00

TABLE 3								
New Vehicle Type:					Category Maximum Grant Amount:			
New Fuel Type:					Category Maximum Grant Percentage:			
Number of New Vehicles:								
Cost Item #	Cost Item Description	Method of Procurement Planned for This Item	Source of Estimate	Number of Units	Estimated Unit Cost	Total Estimated Cost	Estimated VWSEMT Share	Estimated Cost Share
1						\$0.00		
2						\$0.00		
3						\$0.00		
4						\$0.00		
Subtotals (Non-Infrastructure):						\$0.00		\$0.00
1	Electric Charging Infrastructure (ONLY with electric replacement/repower)				Lump Sum:			
2	Electric Charging Infrastructure (ONLY with electric replacement/repower)				Lump Sum:			
Subtotals (Infrastructure):						\$0.00	\$0.00	\$0.00
Project Cost Estimate:						\$0.00	\$0.00	\$0.00

	Total Estimated Project Cost	Total VWSEMT Funding Request**	Total Cost Share
TOTAL PROJECT COSTS*:	\$303,000.00	\$101,700.00	\$201,300.00

* Applicants are limited to \$500,000 of grant funding per funding cycle. This worksheet limits each application to \$500,000. If multiple applications from a single applicant are awarded, additional changes to the funding request and cost share may be required and will be made by Iowa DOT prior to award.

** The Total VWSEMT Funding Request calculated here is the maximum allowable request based on program maximum percentage and/or maximum dollar amount per project category. Applications that request less than the maximum percentage or dollar amount allowed per project category will score higher. If you desire to request a lower amount of program funding than the maximum allowed, you will enter a lower amount in Part C of the Application Form than the amount calculated here. In the case of a discrepancy between this form and the value transferred to the Application Form, the Application Form will be assumed to be the actual funding request.

Applicant Name	Cedar Rapids Community School District (CRCSD)
Project Title	VW Round 3
Application Date	3/5/21

Similar engines may be grouped together or entered as separate engine groups.

Fleet Information		Vehicle 1	Vehicle 2	Vehicle 3	Vehicle 4
CURRENT VEHICLE/ENGINE INFORMATION	Vehicle Or Engine Name:	5043	5051		
	Fleet Owner:	CRCSD	CRCSD		
	Vehicle or Engine Type:	On Road	On Road		
	Primary Place of Performance	Cedar Rapids	Cedar Rapids		
	- State(s):	Iowa	Iowa		
	- County:	Linn	Linn		
	Target Fleet:	Short Haul - Single Unit	Short Haul - Single Unit		
	Vehicle Class:	Class 6-7	Class 8		
	Vehicle or Equipment Type:	Other Material Handling Equipment	Other General Industrial Equipment		
	Vehicle Weight:	33000	36220		
	Quantity:	1	1		
	Vehicle Identification Number(s):	1GDM8C1C04F513204	1GDP8C1C25F526390		
	Vehicle Make:	GMC	GMC		
	Vehicle Model:	TC8C042	C8500		
	Vehicle Model Year:	2004	2005		
	Engine Serial Number(s) :	KAL21276	SAP01281		
	Engine Make:	Caterpillar	Caterpillar		
	Engine Model:	C7	C7		
	Engine Model Year:	2004	2005		
	Engine Horsepower:	210	210		
Engine Family Name:	C75	unknown			
Engine Fuel Type:	ULSD	ULSD			
Engine Fuel Economy:	4	3.8			
Annual Fuel Gallons Used Per Year:	1000	235			
Annual Miles Traveled:	4000	900			
Annual Idling Hours:	100	200			
Annual Hoteling Hours:					
Remaining Life:	5	6			
Year of Upgrade Action:	2022	2022			
NEW VEHICLE/UPGRADE INFORMATION	Upgrade Type:	Vehicle Replacement	Vehicle Replacement		
	Upgrade:	Vehicle Replacement - LPG/Propane	Engine Replacement - Diesel		
	Upgrade Cost Per Unit:	\$110,000.00	\$195,000.00		
	Upgrade Labor Cost Per Unit:				
	New Vehicle Make:	Ford	Freightliner		
	New Vehicle Model:	F750	108SD		
	New Vehicle Model Year:	2022	2022		
	New Engine Model Year:	2022	2022		
	New Annual Fuel Volume (per engine):	1000	235		
	New Engine Horsepower:	320	325		
	Estimate of Annual Miles of New Engine/Vehicle	4000	900		
	Estimate Lifetime of New Engine/Vehicle	20	20		
	New Engine Family Name:	Modular 6.8L V10	ISB		
	New Engine Fuel Type:	LPG	ULSD		
New Engine Fuel Economy:	4	4.5			
Annual Idling Hours Reduced:	0	0			
Annual Hoteling Hours Reduced:					
Annual Diesel Gallons Reduced:	1000	35			

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EXHIBIT B Eligible Costs

The following costs are eligible for reimbursement under this program when listed in the approved Grant Application – Project Cost Form and Fleet Description Form (Exhibit A) and in accordance with the additional requirements listed below:

- A. Only costs incurred directly by the Recipient within the project period defined in this agreement are eligible for reimbursement.
- B. Eligible costs may include the procurement of goods and services from vendors and contractors as well as labor costs incurred by the Recipient's employees for installation as determined by the Department.
- C. The eligible acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in transit insurance and freight may be included in or excluded from the acquisition cost in accordance with regular accounting practices.
- D. Funds awarded under Iowa's Volkswagen Settlement Environmental Mitigation Trust (Iowa VWSEMT) program may be used for the following purposes:
 1. Category 1 – Class 4-8 School Bus, Shuttle Bus, or Transit Bus: The replacement or repowering of a 2009 engine model year or older diesel bus with a new diesel, alternate fueled, or all-electric bus or engine with an engine model year of the current year (the year in which the replacement or repowering occurs) or one engine model year prior is an eligible project. The conversion of a new vehicle to an alternate fueled vehicle is an eligible replacement project if the conversion is completed by the dealer or manufacturer prior to the applicant receiving the certificate of title for the vehicle. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost.
 2. Category 2 – Freight Trucks and Port Drayage Trucks: The replacement or repowering of a 1992-2009 engine model year class 4-8 local freight truck or class 8 drayage truck with a new diesel, alternate fueled, or all-electric truck or engine with an engine model year of the current year (the year in which the replacement or repowering occurs) or one engine model year prior is an eligible project. The conversion of a new vehicle to an alternate fueled vehicle is an eligible replacement project if the conversion is completed by the dealer or manufacturer prior to the applicant receiving the certificate of title for the vehicle. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost.
 3. Category 3 – Non-Road Transport and Equipment: The replacement or repowering of non-road transport and equipment is an eligible project subject to the limitations below. Charging infrastructure required in conjunction with an all-electric replacement or repower is also an eligible cost. Eligible replacement or repowering of non-road transport and equipment projects are limited to:
 - a. **Freight Switchers:** The replacement or repowering of pre-Tier 4 locomotives that operate 1,000 hours or more per year in rail yards for light freight duties and rail car transfer with any new diesel, alternate fueled, or all-electric engine(s) or freight switcher (including generator sets) is an eligible project under this category. Replacements and repowers need to be certified to meet the applicable Environmental Protection Agency (EPA) emissions standards as published in the Code of Federal Regulations (CFR) for the engine model year in which the replacement or repower occurs (40 C.F.R. Part 1033).
 - b. **Ferries and Tugs:** Ferries and tugs with unregulated, Tier 1, or Tier 2 diesel-powered marine engines may be repowered with any new Tier 3 or Tier 4 diesel, alternate-fueled, or all-electric engines. They may also be upgraded with an EPA-certified remanufacture system or an EPA-verified engine upgrade.

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- c. Marine Vessel Shorepower: This project type includes systems that enable the main and auxiliary engines of a compatible vessel (including those operating in fresh-water lakes or rivers) to remain off while the vessel is at berth. Components eligible for reimbursement are limited to cables, cable management systems, shore power coupler systems, distribution control systems, and power distribution. Marine shore power systems must comply with international shore power design standards (ISO/IEC/IEEE 80005-1-2012 High Voltage Shore Connection Systems or the IEC/PAS 80005- 3:2014 Low Voltage Shore Connection Systems) and should be supplied with power sourced from the local utility grid.
- d. Airport Ground Support Equipment: Airport ground support equipment eligible for replacement or repower includes:
 - i. Tier 0, Tier 1, or Tier 2 diesel-powered equipment; and
 - ii. Uncertified or certified to 3 g/bhp-hr or higher emissions, spark ignition engine powered airport ground equipment.

Eligible equipment may be repowered with an all-electric engine or may be replaced with an all-electric form of the same airport ground support equipment.

- e. Forklifts and Port Cargo Handling Equipment: Forklifts with a lift capacity greater than 8,000 lbs. and port cargo handling equipment may be repowered with an all-electric engine or may be replaced with the same equipment in an all-electric form.

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EXHIBIT C

Ineligible Costs

The following costs are ineligible for reimbursement under this program:

1. Costs incurred prior to the project period defined in this agreement are ineligible for reimbursement.
2. Costs determined by the Department to be unallowable pursuant to Iowa's VWSEMT program guidance or guidance provided by the Volkswagen Settlement Environmental Mitigation Trust. Costs may be determined to be unallowable prior to award or through ongoing monitoring of costs incurred by the Recipient, or a combination of both approaches and as documented by the Department.
3. Costs associated with required scrapping of eligible repower or replacement vehicles or engines. If a Recipient receives money in return for scrapping an engine or vehicle, they may apply said funds toward their required cost share.
4. Equipment and parts on engine repower projects are only eligible for reimbursement if they are included in the certified engine configuration and/or are required to ensure the effective installation and functioning of the new technology, but are not part of typical vehicle or equipment maintenance or repair. Examples of ineligible engine repower costs include, but are not limited to: tires, paint, brakes, and mufflers. For engine replacement with battery, fuel cell, and grid electric, examples of ineligible costs include, but are not limited to, electricity, and operation and maintenance costs.
5. No funds provided under the Iowa VSEMP program may be used for the following purposes:
 1. Administrative costs, lobbying, or for the intervention in federal regulatory or adjudicatory proceedings.
 2. Insurance, vehicle maintenance or vehicle fuel.
 3. Emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
 4. Emissions reductions and vehicle and equipment replacements that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered "mandated", regardless of whether the reductions are included in the State Implementation Plan of a State.
 5. Liquid or gaseous fueling infrastructure.
 6. Purchase of vehicles, engines, or equipment to expand a fleet.
 7. Upgrading/replacing diesel vehicles/equipment with gasoline-powered engines.
 8. Replacement or repowers of vehicles or equipment that have not been chiefly operated within the state of Iowa during the previous calendar year (over 80 percent of the miles or hours) and are not fully operational and in current, regular service.
 9. Replacement or repowers of non-diesel engines.
 10. Replacement or repowers of vehicles and equipment that are not owned by the applicant (certificate of title lists the applicant's name).
 11. Leasing of new or repowered vehicles.

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EXHIBIT D Procurement Checklist and Certification

PROCEDURES:

Procurement of good(s) or services must be achieved through a competitive bidding process that is fair, open, and objective and in compliance with the following procedures derived from Iowa Code Chapter 8A and Iowa Administrative Rule 11 – Chapter 117. This checklist and certification must be completed and submitted to the Department with the claim for reimbursement. Proceed through the questions and mark “yes” to indicate each has been completed. Mark “N/A” to indicate the question is not applicable to your procurement. Reimbursement will not be made for purchases that do not follow the required procedures. If you have any questions, please contact the Department for assistance prior to proceeding.

DEFINITIONS:

“Bid specification” means the standards or qualities which must be met before a contract to purchase will be awarded and any terms which the director has set as a condition precedent to the awarding of a contract.

“Competitive bidding procedure” means the advertisement for, solicitation of, or the procurement of bids; the manner and condition in which bids are received; and the procedure by which bids are opened, accessed, evaluated, accepted, rejected or awarded. A “competitive bidding procedure” refers to all types of competitive solicitation processes referenced in this chapter and may include a transaction accomplished in an electronic format.

“Competitive selection documents” means documents prepared for a competitive selection by a department or agency to purchase goods and services. Competitive selection documents may include requests for proposal, invitations to bid, or any other type of document a department or agency is authorized to use that is designed to procure a good or service for state government. A competitive selection document may be an electronic document.

“Formal competition” means a competitive selection process that employs a request for proposals or other means of competitive selection authorized by applicable law and results in procurement of a good or service.

“Informal competition” means a streamlined competitive selection process in which a department or agency makes an effort to contact at least three prospective vendors identified by the department or purchasing agency as qualified to perform the work described in the scope of work to request that they provide bids or proposals for the delivery of the goods or services the department or agency is seeking.

“Lowest responsible bidder” means the responsible bidder that is fully compliant with the requirements and terms of the competitive selection document and that submits the lowest price(s) or cost(s).

“Procurement,” “procure,” or “purchase” means the acquisition of goods and services through lease, lease/purchase, acceptance of, contracting for, obtaining title to, use of, or any other manner or method for acquiring an interest in a good or service.

“Responsible bidder” means a vendor that has the capability in all material respects to perform the contract requirements. In determining whether a vendor is a responsible bidder, the department may consider various factors including, but not limited to, the vendor’s competence and qualification for the type of good or service required, the vendor’s integrity and reliability, the past performance of the vendor relative to the quality of the good or service, the past experience of the department in relation to the vendor’s performance, the relative quality of the good or service, the proposed terms of delivery, and the best interest of the state.

“Sealed” means the submission of responses to a solicitation in a form that prevents disclosure of the contents prior to a date and time established by the department for opening the responses. Sealed responses may be received electronically.

“Sole source procurement” means a purchase of a good or service in which the department or agency selects a vendor without engaging in a competitive selection process.

<input type="checkbox"/> Yes (Required)	<p>1. HAS A WRITTEN INTERNAL CONTROL AND CONFLICT OF INTEREST POLICY GOVERNING PROCUREMENT BEEN ESTABLISHED? (Or, does a written policy meeting this requirement already exist?)</p> <p>If not already existing, the Recipient shall establish internal controls and procedures to initiate purchases, complete solicitations, make awards, approve purchases, and receive good(s) or services to ensure no single individual can place undue influence over the process. <u>This policy must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> This policy must include written standards of conduct covering conflicts of interest and governing the actions of the Recipient’s employees engaged in the selection, award, and administration of contracts and must include the following:</p> <ul style="list-style-type: none"> • No employee, officer, or agent may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. • If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>2. WAS THE PROCUREMENT ADMINISTERED DIRECTLY BY THE IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) OR ANOTHER STATE AGENCY/DEPARTMENT AUTHORIZED TO PURCHASE THE GOOD(S) OR SERVICES?</p> <p>This question is applicable only to Recipients that are a unit of state government. If a unit of state government, the purchase has been made through a solicitation administered directly by DAS procurement staff or through another state department or agency explicitly allowed to procure the good(s) or services by Iowa Code. <u>Documentation relating to the procurement must be retained and may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>3. DID THE RECIPIENT USE A ‘STATE BID’ TO PROCURE THE GOOD(S) OR SERVICES?</p> <p>If the Recipient is a county, city, school district, or any combination thereof, the purchase has been made through use of a competitive bid solicited by DAS as allowed by Iowa Code (use of ‘state bid’). <u>Documentation relating to the procurement must be retained and may be subject to review by the Department, at any time.</u></p>
<input type="checkbox"/> Yes <input type="checkbox"/> N/A	<p>4. IS THIS A SOLE SOURCE PROCUREMENT?</p> <p>A sole source procurement is to be avoided and may only be allowed in unusual circumstances upon advice (and with prior approval) of the Department. Such circumstances may include situations where only one vendor is qualified or eligible to provide the good(s) or services; the procurement is of a specialized nature requiring specific experience, expertise, proximity, or ownership of intellectual property rights; or applicable law requires the use of the specific</p>

	<p>good(s) or services from that vendor. The Recipient must contact the Department prior to engaging in a sole source procurement. <u>Documentation of the procurement and justification for the sole source procurement must be retained.</u></p>
<p><input type="checkbox"/> Yes (Required)</p>	<p>5. HAS EVERY EFFORT BEEN MADE TO SUPPORT IOWA-BASED BUSINESSES, IOWA-MADE PRODUCTS, AMERICAN-BASED BUSINESSES, AND AMERICAN-MADE PRODUCTS?</p> <p>Preference must be given to purchasing Iowa products and purchasing from Iowa-based businesses if the Iowa-based business bids submitted are comparable in price to bids submitted by out-of-state businesses and otherwise meet the required specifications. In the event of a tie, the Iowa-based bid shall be awarded.</p> <p>Preference must be given to purchasing American-made products and purchasing from American-based businesses if the life cycle costs are comparable to those products of foreign businesses and which most adequately meet the required specifications. In the event of a tie, the American-based bid shall be awarded.</p> <p><u>An explanation of your efforts may be subject to review by the Department, at any time.</u></p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>6. HAS AN ESTIMATE FOR THE GOOD(S) OR SERVICES BEEN CALCULATED TO DETERMINE WHICH COMPETITIVE PROCESS MUST BE FOLLOWED?</p> <p>The Recipient shall prepare an estimate for the good, group of goods, or services to be procured which will determine whether an informal or formal competition process will be followed. <u>This estimate must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u></p> <p>If the Recipient answered 'Yes' to questions 2, 3, or 4 above, the answer to this question is 'N/A.'</p>
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>7. IF THE ESTIMATED COST OF THE GOOD(S) OR SERVICES IS ESTIMATED TO BE LESS THAN \$50,000, HAVE INFORMAL COMPETITION PROCEDURES BEEN FOLLOWED?</p> <p>If the cost of any good(s) or services is estimated to be less than \$50,000, informal competition procedures may be followed. The competitive selection process must be fair, open, and objective and at a minimum must generally adhere to the following:</p> <ul style="list-style-type: none"> • <i>Specifications:</i> The Recipient shall consider what requirements are necessary for the good(s) or services so that consistent, fair communication can be made with potential bidders. All specifications shall be written in a manner that encourages competition. Specifications shall be written in general terms without reference to a particular brand or model unless the reference is clearly identified as intending to illustrate the general characteristics of the item and not to limit competition. A specific brand or model may be procured only when necessary to maintain a standard required or authorized by law or rule or for connectivity or compatibility with existing commodities or equipment. <u>The specifications must be retained with your competitive selection documents and may subject to review by the Department, at any time.</u> • <i>Solicitation:</i> Bids may be solicited from vendors via email, phone, fax, or other means. The Recipient must make every effort to receive at least three (3) bids. • <i>Bid tabulation:</i> A record shall be made of all bids received and they shall be tabulated in order to compare bids and ensure all necessary requirements are met. <u>The bid tabulation must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Determination of award:</i> The lowest responsive responsible bidder shall be awarded the contract. Any irregularities or determination of non-responsiveness shall be documented. The Recipient may use the form of contract they normally use for purchases of similar good(s) or services. <u>The determination of award must be retained with your competitive selection documents and may be subject to review by the</u>

	<p><u>Department, at any time.</u></p> <ul style="list-style-type: none"> • <i>Transparency:</i> Records relating to the specifications, solicitation, bids received, bid tabulation, and determination of award must be provided to any bidder, upon request.
<p><input type="checkbox"/> Yes <input type="checkbox"/> N/A</p>	<p>8. IF THE ESTIMATED COST OF THE GOOD(S) OR SERVICES IS ESTIMATED TO BE \$50,000 OR MORE, HAVE FORMAL COMPETITION PROCEDURES BEEN FOLLOWED?</p> <p>If the cost of any good(s) or services is estimated to be \$50,000 or more, formal competition procedures <u>must</u> be followed. The competitive selection process must be fair, open, and objective and at a minimum must generally adhere to the following:</p> <ul style="list-style-type: none"> • <i>Specifications:</i> The Recipient shall consider what requirements are necessary for the good(s) or services so that consistent, fair communication can be made with potential bidders. All specifications shall be written in a manner that encourages competition. Specifications shall be written in general terms without reference to a particular brand or model unless the reference is clearly identified as intending to illustrate the general characteristics of the item and not to limit competition. A specific brand or model may be procured only when necessary to maintain a standard required or authorized by law or rule or for connectivity or compatibility with existing commodities or equipment. <u>The specifications must be retained with your competitive selection documents and may subject to review by the Department, at any time.</u> • <i>Prepare formal documents:</i> A written request for <u>sealed</u> bids must include the date/time bids will be due to the Recipient, the date/time/place bids will be opened, a complete description of the good(s) or services to be procured, any further explanation required for product specifications or vendor expectations, how bids will be assessed for award, and any other information necessary for a bidder to prepare a responsive bid. All bids shall be sealed until the date/time of the bid opening. • <i>Solicitation:</i> Bids may be solicited from vendors via email, phone, fax, or other means. The Recipient must make every effort to receive three (3) bids. • <i>Bid opening:</i> The Recipient opens the sealed bids received at on the date/time and in the place specified. Any bidders may choose to witness the bid opening. <u>All bids and any accompanying information shall be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Bid tabulation:</i> A record shall be made of all bids received and they shall be tabulated in order to compare bids and ensure all necessary requirements are met. <u>The bid tabulation must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Determination of award:</i> The lowest responsive responsible bidder shall be awarded the contract. Any irregularities or determination of non-responsiveness shall be documented. The Recipient may use the form of contract they normally use for purchases of similar good(s) or services. <u>The determination of award must be retained with your competitive selection documents and may be subject to review by the Department, at any time.</u> • <i>Transparency:</i> All bidders shall be notified of the results of the solicitation and of the Recipient's intent to award to a specific bidder. Records relating to the specifications, solicitation, bids received, bid tabulation, and determination of award must be provided to any bidder, upon request.
<p><input type="checkbox"/> Yes (Required)</p>	<p>9. HAVE THE PURCHASED GOOD(S) OR SERVICES BEEN RECEIVED IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS?</p> <p>It is the Recipient's responsibility to review the receipt of all goods and the completion of any services to ensure their compliance with VWSEMT requirements and the specifications included in the procurement of said goods or services. <u>Goods or services procured may be subject to review by the Department, at any time.</u></p>

July 2020

The undersigned is an official authorized to represent the Recipient. The person signing this document must have the authority to contractually bind the organization or be the designated fiscal agent.

Certification

I certify that all procurement associated with this project has been carried out in accordance with the procedures listed in this **Exhibit D Procurement Checklist and Certification**; that records documenting the procurement process and implementation will be maintained; that this completed checklist will be submitted with the claim for reimbursement, and the Department is hereby granted access to inspect project sites and/or records.

To the best of my knowledge and belief, all responses in this checklist and certification is true and accurate. I understand that intentionally providing false information in this checklist and certification may result in criminal prosecution under Iowa Code § 714.8(3).

I understand that if the procedures described in this checklist and certification are not followed or a subsequent audit, inspection or review of procedures and documentation by the Department finds noncompliance, costs incurred through this procurement may not be eligible for reimbursement by the Department.

I certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

Printed Name _____ **Title** _____

Signature _____ **Date** _____

July 2020

EXHIBIT E

Vehicle and Engine Scrapping Requirements

Permanent disablement (scrapping) of the vehicle(s) and/or engine(s) being replaced is required to ensure that they are no longer suitable for use. Permanent disablement shall take place within ninety days of the replacement vehicle(s) or repowered engine(s) being placed into service. Scrapping shall mean to render inoperable and available for recycle, and at a minimum, to:

1. Cut a 3-inch diameter hole in the engine block for all engines.
2. If a replacement project, disabling the chassis by cutting completely through the frame/frame rails on each side at a point located between the front and rear axles

The Recipient shall submit a Vehicle/Engine Scrapping Certification Letter using the attached example as evidence of disablement. The letter shall include all of the following:

- The date permanent disposal took place;
- Vehicle identification number (VIN) of each vehicle;
- Engine model year of each vehicle; and
- Representative (full color) photos of the vehicle(s) and/or engine(s) being scrapped. Example photos are included in this exhibit. At a minimum, these photos shall clearly show:
 - The destroyed engine block with 3-inch diameter hole; and
 - The cut frame rails.

July 2020

[CERTIFICATION LETTER MUST BE PRINTED ON THE APPLICANT’S LETTERHEAD]

Vehicle/Engine Scrapping Certification Letter

[DATE]

The following vehicle(s) and/or engine(s) was/were scrapped according to **[insert APPLICANT’S name]** project agreement **[insert PROJECT AGREEMENT NUMBER]** with the Iowa Department of Transportation (Iowa DOT) for Iowa’s Volkswagen Settlement Environmental Mitigation Trust (VSEMT) program. The VSEMT program requires that the vehicle(s) and/or engine(s) being replaced must be rendered inoperable and available for recycle by:

- 1) cutting a 3-inch diameter hole in the engine block; and
- 2) disabling the chassis by cutting completely through the frame/frame rails on each side at a point located between the front and rear axles.

I, **[insert NAME OF AUTHORIZED REPRESENTATIVE OF APPLICANT]**, confirm that the Iowa’s VSEMT program requirements have been met. **[insert NAME OF ENTITY THAT SCRAPPED THE VEHICLE]** scrapped the listed vehicle(s) and/or engine(s) below on **[insert DATE]**:

[NAME OF ENTITY THAT SCRAPPED THE VEHICLE]

[ADDRESS]

[CITY, STATE, ZIP CODE OF ENTITY]

Vehicle Identification Number (VIN)

Engine Serial Number

Engine Model Year

Vehicle 1 VIN	Vehicle 1 serial number	Vehicle 1 year
Vehicle 2 VIN	Vehicle 2 serial number	Vehicle 1 year
Vehicle 3 VIN	Vehicle 3 serial number	Vehicle 1 year
Vehicle 4 VIN	Vehicle 4 serial number	Vehicle 1 year
Vehicle 5 VIN	Vehicle 5 serial number	Vehicle 1 year
Continue list as needed	Continue list as needed	Continue list as needed

I have attached supporting evidence that the vehicle(s) and/or engine(s) above have been scrapped. This evidence includes representative (full color) photos of the vehicle(s) and/or engine(s) that have scrapped and clearly show:

- 1) The destroyed engine block with 3-inch diameter hole; and
- 2) The cut frame rails.

Signature of Authorized Representative of Applicant

Date

Signature of Salvage Yard Representative

Date

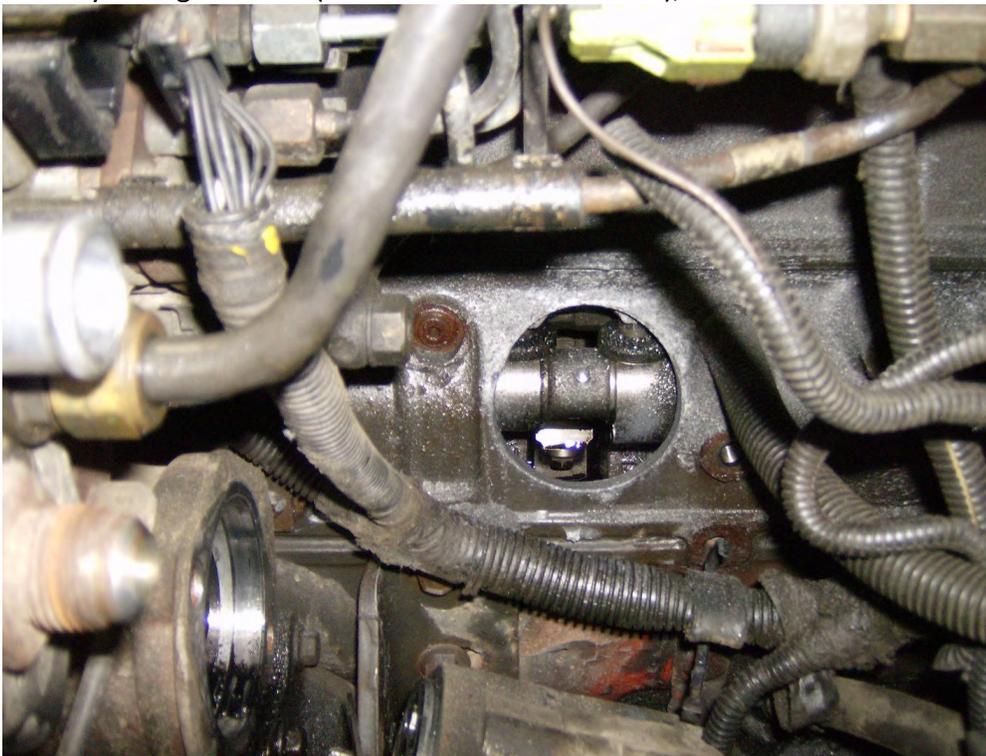
July 2020

Example Scrapping Photos

Side profile of the replaced vehicle;



Destroyed engine block (after hole has been drilled);



July 2020

Cut chassis/frame rails in half.



CONSENT AGENDA

BA-22-068 Annual Investment Report (David Nicholson)

Exhibit: BA-22-068.1-2

Information Item

Pertinent Fact(s):

The report is provided annually to the Board as an information item and in accordance with Board Regulation 704.3. The average investment rate for the District was 0.04% for FY21 compared to 1.14% for FY20. The average invested principal for the District was \$102,797,675 for FY21 compared to \$108,778,937 for FY20.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
ANNUAL INVESTMENT REPORT**

INVESTMENT EARNINGS

	<u>2020-2021</u>	<u>2019-2020</u>	<u>Increase (Decrease)</u>
<u>General and Management Funds</u>			
General Fund	\$ 5,080	\$ 185,954	\$ (180,874)
General Fund - ISJIT CDs	6,035	214,677	(208,642)
Management Fund	1,534	77,219	(75,685)
Total General and Management Funds	<u>12,649</u>	<u>477,850</u>	<u>(465,201)</u>
<u>Student Activity Fund</u>	<u>1,123</u>	<u>-</u>	<u>1,123</u>
<u>Food & Nutrition Fund</u>	<u>589</u>	<u>24,649</u>	<u>(24,060)</u>
<u>Schoolhouse Funds</u>			
Secure an Advanced Vision for Education (SAVE) Fund	10,866	453,498	(442,632)
Physical Plant & Equipment (PPEL) Fund	3,625	105,830	(102,205)
Debt Service - including Restricted Funds	<u>168,000</u>	<u>321,641</u>	<u>(153,641)</u>
Total Schoolhouse Funds	<u>182,491</u>	<u>880,969</u>	<u>(698,478)</u>
TOTAL ALL FUNDS	<u><u>\$ 196,852</u></u>	<u><u>\$ 1,383,468</u></u>	<u><u>\$ (1,187,739)</u></u>

AVERAGE INVESTED PRINCIPAL AND RATE OF RETURN

	<u>2020-2021</u>		<u>2019-2020</u>	
	<u>Principal</u>	<u>Average Rate</u>	<u>Principal</u>	<u>Average Rate</u>
<u>General and Management Funds</u>				
General Fund	\$19,333,333	0.03%	\$ 22,500,000	1.13%
General Fund - ISJIT CDs	13,481,572	0.04%	14,258,119	1.19%
Management Fund	4,833,333	0.03%	6,500,000	1.13%
Total General and Management Funds	<u>37,648,238</u>	<u>0.03%</u>	<u>43,258,119</u>	<u>1.15%</u>
<u>Student Activity Fund</u>	<u>341,363</u>	<u>0.03%</u>	<u>-</u>	<u>-</u>
<u>Food & Nutrition Fund</u>	<u>1,666,667</u>	<u>0.03%</u>	<u>2,000,000</u>	<u>1.13%</u>
<u>Schoolhouse Funds</u>				
Secure an Advanced Vision for Education (SAVE) Fund	32,597,270	0.03%	36,470,744	1.13%
Physical Plant & Equipment (PPEL) Fund	11,333,333	0.03%	9,465,020	1.13%
Debt Service - including Restricted Funds	<u>19,210,804</u>	<u>0.04%</u>	<u>17,585,054</u>	<u>1.16%</u>
Total Schoolhouse Funds	<u>63,141,407</u>	<u>0.03%</u>	<u>63,520,818</u>	<u>1.14%</u>
ALL FUNDS	<u><u>\$ 102,797,675</u></u>	<u><u>0.04%</u></u>	<u><u>\$ 108,778,937</u></u>	<u><u>1.14%</u></u>

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

COMPARISON OF GENERAL FUND FINANCIAL RESOURCES AT MONTH END 2020-2021 AND 2019-2020



MONTH END CASH AND INVESTMENTS - NET
General Fund; including ISJIT CDs
(Rounded to nearest \$1000)

	<u>2020-2021</u>	<u>2019-2020</u>	<u>Increase (Decrease)</u>
July	\$29,631,000	\$36,215,000	(\$6,584,000)
August	20,131,000	24,445,000	(4,314,000)
September	20,826,000	23,367,000	(2,541,000)
October	39,801,000	41,561,000	(1,760,000)
November	44,105,000	43,018,000	1,087,000
December	48,034,000	46,448,000	1,586,000
January	43,959,000	40,399,000	3,560,000
February	38,696,000	35,551,000	3,145,000
March	36,944,000	33,529,000	3,415,000
April	56,887,000	55,989,000	898,000
May	59,970,000	55,853,000	4,117,000
June	48,223,000	49,884,000	(1,661,000)

CONSENT AGENDA

BA-22-069 **Agreement – Cedar Rapids Community School District and Zach Johnson Foundation- Kids on Course - 2021-2022 School Year (Eric Christenson)**

Exhibit: BA-22-069.1-14

Action Item

Pertinent Fact(s):

The CRCSD supports the Zach Johnson Foundation’s efforts to provide opportunities for enrichment, academic support, and parent engagement activities for the Grant, Van Buren, Cedar River Academy @ Taylor, Harrison, Hoover, Roosevelt, Wilson, Jefferson and Kennedy School Communities through Kids on Course (KOC).

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Zach Johnson Foundation – Kids on Course for the 2021-2022 School Year.

2021-2022 Kids on Course AmeriCorps Program



AmeriCorps Host Site Memorandum of Agreement

THIS AMERICORPS HOST SITE MEMORANDUM OF AGREEMENT (“Agreement”) is executed by and between Kids on Course AmeriCorps Program, Zach Johnson Foundation, 925 N 15th Ave, Hiawatha, IA 52233, (“Program”) and the Cedar Rapids Community School District, 2500 Edgewood Rd NW, Cedar Rapids, IA 52405 (“Host Site”).

1. FUNDING SOURCE, POSITIONS, DURATION OF AGREEMENT

1.1 FUNDING SOURCE. The funding source for the AmeriCorps member positions that are provided to Host Site is a grant from the *Corporation for National and Community Service (CNCS or Corporation), [Code of Federal Domestic Assistance (CFDA) 94.006] for the Kids on Course AmeriCorps Program. Host Site shall comply with the requirements, conditions, and rules of the Corporation, Kids on Course AmeriCorps Program and any other public or private entity having authority over the funds or the grant.

1.2 DURATION OF AGREEMENT. Agreement shall be in effect for the time period of 08/15/2021 to 08/15/2022.

1.3 AMERICORPS MEMBERS. Kids on Course AmeriCorps Program assigns the following AmeriCorps member position(s) to Host Site: 12 full time (51 week], 1700 hour), and 20 minimum time (9 week], 300 hour).

1.4 ELECTRONIC SIGNATURES. Electronic signatures may be acceptable with Program approval if the following conditions are met: 1) A written policy is in effect establishing the use of electronic signature system as your system of record; and 2) A secure, verifiable electronic signature system (a) identifies and authenticates a particular person as the source of the electronic signature; and (b) indicates such person’s approval of the information contained in the electronic message. 3) Once appropriate electronic signatures have been applied, no changes may be made unless there is a clear, auditable record of the revision. The use of regular e-mail to communicate approval is not a secure, verifiable electronic signature system.

2. CONDITIONS FOR ENROLLMENT OF AMERICORPS MEMBER(S)

2.1 ASSIGNED MEMBER SUPERVISION. Host Site agrees to assign a site supervisor(s) who will complete obligations described herein for the duration of the Agreement. Site supervisor shall commit adequate time, support, and effort to perform the responsibilities outlined in Agreement, including training, member supervision, data collection, and reporting. The responsibilities of the site supervisor remain the same, regardless of whether the supervisor is staff of Kids on Course AmeriCorps Program, contractor (See Section 10.2) or neither staff nor contractor, but providing supervision without a financial matching obligation.

Site Supervisor Name	Email	Phone	Member Slot Allotment
Name Kids on Course Site Managers at KOC Schools	Email	Phone	__12__ Full Time

3.22.2021

JMILD

*The Corporation is currently going through a rebranding effort and as such, may be called CNCS, CNS, AmeriCorps, or AmeriCorps, the Agency during your term of service. If you have questions, please contact Volunteer Iowa.

2021-2022 Kids on Course AmeriCorps Program



AmeriCorps Host Site Memorandum of Agreement

Name Kids on Course University Director and Site Leaders	Email	phone	_20_ Minimum Time
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3. ENROLLMENT AND RETENTION REQUIREMENTS

3.1 RECRUITMENT/ENROLLMENT REQUIREMENT. The program must enroll at least 100% of its AmeriCorps positions. The Kids on Course AmeriCorps Program is responsible for recruitment and enrollment of members.

3.2 RETENTION REQUIREMENT. Host Site is expected to retain at least 85% of its AmeriCorps positions.

3.3 PROGRAMMATIC CONSEQUENCES OF NONRECRUITMENT AND NONENROLLMENT. Program may elect to retain all the host site fee, if desired, regardless of recruitment or retention by the site. Program will review future requests for AmeriCorps positions against Host Site’s prior performance. If Host Site is unable to meet enrollment or retention requirements in a single year, a reduction in member positions for future program years may be applied. If Host Site is unable to meet enrollment or retention requirements over two or more program years, a reduction in member positions will be applied for future program years.

3.4 HIRING MEMBERS. Host Site is allowed and encouraged to hire AmeriCorps member(s) in staff positions after the member has completed his/her/their AmeriCorps term requirements. If Host Site hires members as staff before the member can complete his or her term AmeriCorps requirements, Host Site may be denied future AmeriCorps positions.

4. HOST SITE OBLIGATIONS

4.1 COMPLIANCE WITH LAWS AND REGULATIONS. Host Site shall comply with the Terms and Conditions of the National and Community Service Act, the Corporation’s regulations (45 CFR 12501 et seq.), AmeriCorps State - General Terms and Conditions (https://americorps.gov/sites/default/files/document/20201202_2021GeneralTandC508.pdf) and AmeriCorps Specific Terms and Conditions – Specific (<https://americorps.gov/sites/default/files/document/2021ASNProgram508TC20210603.pdf>) Agreement is also subject to OMB Circulars 2 CFR 220 - Cost Principles for Educational Institutions; 2 CFR 225 - Cost Principles for State, Local, and Indian Tribal Governments; or 2 CFR 230 - Cost Principles for Non-Profit Organizations, as applicable.

4.2 AMERICORPS DOCUMENTS. Program is responsible for retention of all official AmeriCorps grant documents and therefore Host Site should not retain official grant documents. If Host Site wants to retain documents, they must retain a copy and provide the original to Program. Host Site shall permit Program, Volunteer Iowa, and CNCS, to conduct in-person or electronic site visits, access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Host Site relating to orders, invoices, or payments or any other documentation or materials pertaining to Agreement; this does not include background check records run specifically for the purposes of the Host Site at the expense of the Host Site. Any member record containing personally identifiable information must be managed confidentially, as required by CNCS. Program shall make every effort to access records from Monday through Friday, between the hours of 8:00 am and 5:00 PM Central Standard Time. Such rights shall continue as long as the records are retained by Host Site. Regardless of the method, all records will be managed in accordance with proper

3.22.2021

JMILD

*The Corporation is currently going through a rebranding effort and as such, may be called CNCS, CNS, AmeriCorps, or AmeriCorps, the Agency during your term of service. If you have questions, please contact Volunteer Iowa.

2021-2022 Kids on Course AmeriCorps Program



AmeriCorps Host Site Memorandum of Agreement

records management procedure(s) while they are in the possession of Program. Access to records shall be granted within 72 hours of the request unless other arrangements have been agreed to by Program.

4.3 SUPPORTING DOCUMENTATION. The Host Site shall deliver to Kids on Course AmeriCorps Program as scheduled or upon request, (i) copies of all contracts or agreements relating to Program, (ii) invoices, receipts, statements or vouchers relating to Program, (iii) member or staff records of files and program performance related to Program, (iv) any other such grant-related documents as requested, in order to verify compliance with applicable state and federal AmeriCorps requirements.

4.4 AMERICORPS ORIENTATION, TRAINING, RESOURCES, AND SUPPORT. Host Site will provide appropriate resources to the AmeriCorps member including, but not limited to (1) office space, supplies, phone, Internet connection, and other physical accommodations as necessary, (2) financial support for member travel, training, and Program orientation, (3) a designated site supervisor with adequate time to provide support and guidance during the service year, (4) integration of the AmeriCorps member into Host Site team, (5) on-site orientation and regular training opportunities, and (6) additional benefits as described in position recruitment materials, as applicable.

4.5 SITE SUPERVISOR ORIENTATION. The site supervisor agrees to attend an orientation facilitated by Program. The date and location will be provided a minimum of 14 days in advance.

4.6 MEMBER ORIENTATION. Host Site agrees to excuse all AmeriCorps members for an in-person program orientation on 08/16/2021 in Cedar Rapids, IA. Members are required to attend the orientation.

4.7 REQUIRED MEMBER TRAINING & ACTIVITIES. Host Site agrees to excuse AmeriCorps members from on-site service in order to participate in Days of Service events, program trainings, and other events or activities provided by Kids on Course AmeriCorps Program. Monthly trainings are held as follows: 2nd Wednesday of the month, Days of service include September 11 Day of Service and Remembrance and MLK Day of Service.

4.8 POSTING OF PROHIBITED ACTIVITIES. As required by the AmeriCorps Grant Terms and Conditions, Host Site agrees to post a copy of the Prohibited Activities at each member service site.

4.9 NATIONAL SERVICE AFFILIATION AND AMERICORPS IDENTITY. Kids on Course AmeriCorps Program is an AmeriCorps State program in the national service network and AmeriCorps members are the resource being provided to Host Site. Therefore, Host Site shall represent AmeriCorps brands as described in CNCS Branding Guidelines. Host Site should also identify the program as an Iowa Kids on Course AmeriCorps Program and members as Iowa AmeriCorps members.

4.9.1 CNCS, BRANDING GUIDELINES. Host Site shall follow the branding guidelines of CNCS (<https://americorps.gov/newsroom/communication-resources>).

4.9.2 REQUIRED PROGRAM BRANDING. Host Site agrees to (1) ensure that AmeriCorps members wear AmeriCorps identification at all times during their service hours, (2) properly identify the program as a Kids on Course AmeriCorps Program and the members as AmeriCorps members in all official communication, including press or promotional marketing, websites, member email signatures, etc., (3) provide information to the media during interviews or in-person public appearances,

(4) display the AmeriCorps logo on the host site's website, and (5) ensure AmeriCorps members include "Kids on Course AmeriCorps Program AmeriCorps Member" in their email signature.

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4.9.3 ANNOUNCEMENTS. Host Site agrees to publicly announce the partnership and identify Host Site as a location of Program in the statement.

4.9.4 PROMOTIONAL STORY. Host Site agrees to promote a story about their AmeriCorps members’ activities with support from Program that highlights the local partnerships, accomplishments of their AmeriCorps members, or other relevant achievements.

5. SITE SUPERVISOR OBLIGATIONS

5.1 MEMBER MANAGEMENT REQUIREMENTS.

- Read and review the Member Position Description(s), follow up with Program with any questions
- Conduct a member on-site orientation that communicates Host Site, position requirements and member safety, see section 6.6
- Have regularly scheduled check-ins with members to review their service
- Ensure members attend Required Program trainings and activities as noted in 4.7

5.2 COMMUNICATION. The site supervisor agrees to serve as a liaison between Host Site and Program. This includes maintaining regular communication with the Program, providing timely response to program related requests, questions, and meeting deadlines as outlined in the Agreement.

5.3 MEMBER PERFORMANCE. Host Site agrees to maintain regular communication regarding member performance issues, such as tardiness, unprofessional language, or violation of Host Site policies. Specifically, Host Site agrees to notify Program in writing in accordance with the following guideline:

ITEM	REPORTING TIMELINE
Any member injury during service that necessitates filing a worker’s comp report	Within 24 hours
Any member or site supervisor behavioral issues (arrests, harassment) that may result in immediate dismissal from the program or employment	within 24 hours
Any AmeriCorps member grievance requests	within 24 hours
Any member performing prohibited activities, as defined in Section 8	within 24 hours
Upon the second occurrence of a member failing to report to service without prior approval	within 24 hours
Any AmeriCorps member’s behavior issues that result in disciplinary action by the member’s direct supervisor	within 2 business days
Any AmeriCorps member’s request to be exited for cause, compelling circumstance, or to be suspended	within 2 business days
Any AmeriCorps member position description or Member Service Agreement amendment requests, or other change that affects the member’s service activities in Program	within 3 business days

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5.4 AMERICORPS MEMBER SERVICE STATUS. Host Site or its partners may not terminate or suspend the AmeriCorps member. Program is the sole entity that can terminate or suspend an AmeriCorps member. If Host Site has a desire to terminate or suspend a member for any reason, Program should be contacted to discuss the circumstances and next steps.

5.5 REPAYMENT OF OVERPAYMENTS TO MEMBERS. Host site may be required to repay to Kids on Course AmeriCorps Program overpayments made to members that resulted from Host Site's failure to notify Program of a member's departure/time and attendance issues.

5.6 TIMEKEEPING ACCOUNT. The assigned site supervisor(s) will receive access to the OnCorps timekeeping system for the purpose of review and approval of member timesheets.

5.7 MEMBER TIMESHEETS AND TERM MANAGEMENT. The site supervisor(s) must review and approve member timesheets in the assigned timekeeping system within [3 days] of the member's submission. Site supervisor(s) should regularly review time sheets to ensure all hours served are allowable and eligible, categorized appropriately (fundraising, direct service and training) and time sheets include all hours served by members. Members may not earn hours for vacation or sick time, or holidays. Attention should be paid to ensure that members are making regular progress toward the completion of their term of service and serving in accordance with their anticipated service schedule. Members' term of service is a combination of the number of service hours and the start and end dates; service is not completed just by finishing the hours listed in their Member Service Agreement. Corrections to time sheets, should errors be identified, must be made within 90-days of the date of the error. Therefore, it is important that site supervisors monitor time sheets regularly and discuss any concerns with Program.

5.8 REPERCUSSIONS FOR FAILING TO APPROVE TIMESHEETS. Host site understands that failure of site supervisor(s) to carefully review and approve time sheets as outlined above may lead to repercussions including but not limited to the site supervisor(s) being replaced or denial of future requests to serve as a host site. Host Site further understands that the member's ability to earn their education award is based on timely approval of member timesheets by the Site supervisor(s) and *other required exit paperwork*.

5.9 HOURLY LIMITS. AmeriCorps members cannot serve more than 12 hours in a day, 120 hours in a two-week period, and 200 hours in a month without prior approval from Program. Site supervisor(s) should monitor member service during their term to ensure that members have adequate time to complete their service without serving excessive hours as their term nears its end.

5.10 CERTIFICATION OF MEMBER ACTIVITIES. By approving the timesheet, site supervisor certifies all AmeriCorps member service, training, and fundraising hours as true and correct and ensures hours do not include any service activities prohibited by law, regulation, or grant terms and conditions. Further, Host Site understands that a knowing and willful false certification by the member or site supervisor on the timesheet can be punished under federal law (Section 1001 of Title 18, USC). Therefore, if there are questions or concerns with member timesheets, site supervisors must return the timesheet in the timekeeping system for the member to make corrections before they approve it. Host Site is notified that all member timesheets must be approved prior to member release or exit from service.

5.11 MEMBER EVALUATIONS. Host Site must complete an evaluation of each member's term of service. Members who do not receive an evaluation are not eligible for their education award and will be exited for cause. Host Site must complete a mid-term evaluation of each FT, as well as any other less-than HT members (RHT, QT,

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MT, AT) that serve over a period of 9 months or more, within a reasonable period of the mid-date of the member term. Host Site must complete an end-of-term evaluation of each member and submit it to Program within [7 days] of the member's last day of service as indicated on the Member Service Agreement (MSA). Evaluations must be signed and dated by both the member and site supervisor.

6. ADDITIONAL HOST SITE REQUIREMENTS

6.1 ALLOWABLE SERVICE. Host Site must place members in positions that adhere to the requirements established in this Agreement and described in the Member Position Description guidelines. Position descriptions must be approved by Program prior to placing a member into the position. Service hours related to activities that are deemed prohibited or unallowable by Program, Volunteer Iowa, or CNCS, will not count toward the AmeriCorps member's term of service. In addition, hours served before or after the service period outlined in the MSA or prior to completion of a National Service Criminal History Check (NSCHC) are not allowable.

6.2 MEMBER POSITION DESCRIPTION (MPD) APPROVAL: N/A Kids on Course will create AmeriCorps member position descriptions.

6.3 MEMBER POSITION DESCRIPTION CONTENT. MPD must include, at a minimum, the following elements:

- Description of service activities that align with those outlined in the approved grant.
 - Member activities cannot replace current staff or volunteer activities (see Sections 8.5 and 8.6 below). Member position descriptions must include service activities that are new or expand on current staff/volunteer activities. Member's primary duties should be direct service or capacity building activities, not administrative services.
 - Member service activities should provide an opportunity for the member to be challenged and take responsibility for new programs/projects and grow their skills.
 - Service activities should be sufficiently detailed to clarify expectations and help members understand their role in the organization. Avoid vague terms or descriptions of tasks.
- Use of the AmeriCorps vernacular – for example: service, support, member, enroll, instead of terms like work, assist, hire or employee.
- An anticipated service schedule that outlines a pathway for the member to complete his/her/their term of service successfully within the service period of their MSA, while meeting the needs of the community. Members are expected to serve primarily within their anticipated service schedule.
 - The schedule should be sufficiently detailed so that the member and anyone else reviewing the schedule could anticipate when the member would be serving and see the total number of hours per week the member would be expected to serve.
 - The service schedule should indicate whether the member is expected to regularly serve on evenings, weekends, and holidays or at other special events when longer than normal hours would be expected.

If the need for service changes and the member's service schedule or activities are impacted, the Host Site should contact Program to have the MPD updated.

6.4 DISASTER SERVICE. Members are allowed to serve in times of disasters. Deployments to disasters should be done in accordance with Program's disaster policy. If members and/or site supervisors have questions about an individual member's deployment to local disasters, they should review Program policy and check with Program's staff. At no time should members self-deploy to any disaster.

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6.5 CORRECTIONS TO OFFICIAL GRANT DOCUMENTS. Corrections to any official AmeriCorps documents, including Member Service Agreement, Amendments, or other official agreements, must be done properly. For example, a change to a clause/element must have a strike through (line) and, if necessary, the new language written. The revised clause must then include the date and initials of both the Host Site or Program representative and the member. Whiteout or other correcting fluid must never be used, and changes are considered fully executed via signature of BOTH parties.

6.6 MEMBER SAFETY. Host Site is required to take reasonable steps to ensure member safety during service. Host Site is expected to conduct appropriate background and reference checks on the site supervisor(s) and other staff working with the AmeriCorps member(s) and beneficiaries of Kids on Course AmeriCorps Program activities, in accordance with the National Service Criminal History Check requirements and Host Site’s own organizational policies. Site supervisor(s) should be trained in member safety, including the use and availability of CPR, first aid kits and portable defibrillators (if available) and the location of storm shelters. Members should also be provided with this information during their onsite orientation. Host Site should also have a plan for site and personal health-related safety concerns.

Host Site should also consider safety precautions for service activities and projects, as needed that may include things such as time of day, lighting and location, seasonal weather issues, road conditions, and appropriate safety protocols for service activities (including attendance of trained personnel).

6.7 COVID-19 and MEMBER SAFETY. In order to protect member safety, Host Site is expected to follow CDC Guidelines related to COVID-19. This may include social distancing, wearing of masks (or other protective gear), providing the opportunity to serve from an alternate location on a temporary basis, and required quarantine or isolation in cases of positive tests or exposure, etc. These guidelines may change based on virus mutations, levels of vaccination and other factors. Therefore, the Host Site is encouraged to regularly check the CDC website for the most recent guidance and Program will send notification of significant changes in CDC recommendations that impact member service. If Host Site intends to pursue mandatory vaccination for member(s), the Host Site must obtain approval from Program.

7. REPORTING

7.1 REPORTING DEADLINES. Host Site must ensure that required program reports are submitted according to Program deadlines noted in Section 7.3.

7.2 REPORTING RESPONSIBILITIES. It is the responsibility of the Host Site supervisor to complete and submit and/or support AmeriCorps member(s) in completing and submitting the required program reports described in this Agreement. The Cedar Rapids Community School District will collaborate with Kids on Course AmeriCorps Program to provide student data pertaining to Kids on Course’s developed AmeriCorps performance measures. The District will provide data to the KOC AmeriCorps Program within 14 days of the request. This data may include student school attendance, student academic information, student demographics, student behavioral data, student summer program attendance, or involvement in extra-curricular activities. The purpose of this data is for the KOC AmeriCorps Program to report on the Road to College Benchmarks to Volunteer Iowa and CNCS. The performance measures summary is attached to this agreement for reference.

7.3 REPORTING TIMELINE. Below is a timeline for reports described in the Agreement.

PROGRAM REPORT	REPORTING TIMELINE	DATE DUE
Quarterly Performance Report	TBD	TBD

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Quarterly Performance Report	TBD	TBD
Quarterly Performance Report	TBD	TBD
Final Performance Report	TBD	TBD
Midterm Evaluations (FT,only)	TBD	TBD
Mid-Term Narrative (QT, MT only)	TBD	TBD

8. PROHIBITED ACTIVITIES

8.1 PROHIBITED ACTIVITIES. (45 CFR§§ 2520.65) While charging time to the Kids on Course AmeriCorps Program, accumulating service or training hours, or otherwise performing activities associated with the Kids on Course AmeriCorps Program or the Corporation for National and Community Service, members and volunteers recruited by members may not engage in the following activities:

1. Attempting to influence legislation.
2. Organizing or engaging in protests, petitions, boycotts, or strikes.
3. Assisting, promoting or deterring union organizing.
4. Impairing existing contracts for services or collective bargaining agreements.
5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
7. Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.
8. Providing a direct benefit to
 - a. A business for profit;
 - b. A labor union
 - c. A partisan political organization
 - d. A non-profit entity that fails to comply with restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - e. An organization engaged in religious activities as described above (7) unless Corporation assistance is not used to support those religious activities.
9. Conducting voter registration drive or using CNCS funds to conduct a voter registration drive.
10. Providing abortion services or referrals for receipt of such services.
11. Other such activities as CNCS/Volunteer Iowa may prohibit. In addition to the above activities, the below activities are additionally prohibited:
 - Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours.
 - Election and Polling Activities. AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above.

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8.2 RIGHTS AS A PRIVATE CITIZEN. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo or identify as an AmeriCorps member while engaging in any of the above activities on their personal time.

8.3 FUNDRAISING. (45 CFR§§ 2520.40) AmeriCorps members may raise resources directly in support of the [KIDS ON COURSE AMERICORPS PROGRAM's] service activities. Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:

1. Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
2. Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
3. Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
4. Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
5. Seeking donations from alumni of the program for specific service projects being performed by current members.

8.4 FUNDRAISING LIMITATIONS. (45 CFR§§ 2520.45) An AmeriCorps Member may spend no more than 10 percent of his/her/their originally agreed-upon term of service, as reflected in the Member Service Agreement, performing fundraising activities.

AmeriCorps members may not:

1. Raise funds for his/her living allowance; raise funds for an organization's general operating expenses, general fund or endowment;
2. Write a grant application for funding provided by a federal agency including CNCS grant proposals such as: Days of Service grants, AmeriCorps VISTA, Summer VISTA Associates, the Corporation for National Community Service grant proposals and AmeriCorps grants.

8.5 NON-DUPLICATION. (45 CFR §§ 2540.100E) Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of 45 CFR §§ 2540.100F [See below: Non-Displacement] are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

8.6 NON-DISPLACEMENT. (45 CFR §§ 2540.100F)

- A. An employer [Host Site] may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of Member in a program receiving Corporation assistance.
- B. An organization may not displace a volunteer by using Member in a program receiving Corporation assistance.
- C. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.

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- D. Member in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- E. Member in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that— (i) Will supplant the hiring of employed workers; or (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- F. Member in any program receiving assistance may not perform services or duties that have been performed by or were assigned to any— (i) Presently employed worker; (ii) Employee who recently resigned or was discharged; (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures; (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or (v) Employee who is on strike or who is being locked out.

9. USES AND LIMITS OF AMERICORPS POSITIONS

9.1 SERVICE LIMITS. Individuals may serve multiple terms of AmeriCorps service, including AmeriCorps, VISTA and NCCC. Host Site should consult with Program and member on how many previous AmeriCorps terms they have served to ensure they do not exceed the limits for AmeriCorps State and National.

9.2 REFILLING MEMBER POSITIONS. The following conditions, established by CNCS, must be adhered to by all Kids on Course AmeriCorps Programs regarding refill of member slots vacated by members who exit early. Host Site must note that once a member is released from service with a partial education award, the remaining portion of that award is not available for use. Host Site acknowledges that Program has the final say in refilling all AmeriCorps positions. Host Site may not refill the same slot more than once.

9.3 REFILL DEADLINES. Refills must occur prior to November 30 for full-time members and April 1 for half-time members. These dates are subject to change based upon changes made by CNCS and/or Volunteer Iowa. The final decision related to whether positions will be refilled belong to Kids on Course AmeriCorps Program.

9.4 MEMBER ENROLLMENT. Host Site understands that Program may reduce or renegotiate the awarded member slots at any time if Host Site is unable to fill its awarded AmeriCorps slots.

10. HOST SITE FINANCIAL COMMITMENT

10.1 HOST SITE FEE. N/A – No host site fee expected.

10.1.1 IDENTIFICATION OF FEDERAL SOURCE(S) OF MATCH. N/A – no host site fee

10.1.2 SITE SUPERVISOR COSTS AS A SOURCE OF MATCH. N/A – Site Supervisor Costs not in program budget

10.2. HOST SITE FEE REFUNDS. N/A – no host site fee

10.3 FAILURE TO MEET MATCH REQUIREMENT. N/A – no host site matching requirements

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11. AMERICORPS MEMBER RECRUITMENT AND ENROLLMENT REQUIREMENTS

Host Site and Program must adhere to the following requirements when selecting candidates to fill the AmeriCorps position(s). Host Site may identify additional reasonable host site-specific requirements for member selection. Additional requirements must be listed on the position application and position description. Neither the Host Site nor its partners may officially enroll the AmeriCorps member; Program is the sole entity that can enroll an AmeriCorps member. The Host Site must follow Program guidance regarding the Host Site role in recruitment and selection of the assigned member(s).

11.1 MEMBER ELIGIBILITY REQUIREMENTS.

- 1) Be at least 17 years of age at the commencement of service OR be an out-of-school youth of at least 16 years of age participating in a youth corps program described in described in [§ 2522.110\(b\)\(3\) or \(g\)](#);
- 2) Have a high school diploma or its equivalent, or be in the process of obtaining one; and
- 3) Be a citizen, national, or lawful permanent resident of the United States.
- 4) Pass all required National Service Criminal History Checks

11.2 ENROLLMENT REQUIREMENTS. Kids on Course AmeriCorps Program is responsible for ensuring members are eligible and complete eligibility processes in a timely manner.

11.3 ELIGIBILITY SUPPORT. Kids on Course AmeriCorps Program will support/assist prospective members in completing citizenship and/or NSCHC requirements prior to the member start date.

11.4 PRIVACY AND SECURITY. Host Site understands that Program will use the criminal history record information obtained through the NSCHC process only to screen the current and/or prospective AmeriCorps members, and only for purpose(s) of enrollment and/or determination of suitability. Program is legally prohibited from duplicating, disseminating, or sharing criminal history record information for use outside of Program, including to the Host Site.

12. CIVIL RIGHTS, NON HARASSMENT, AND REASONABLE ACCOMMODATIONS

12.1 CIVIL RIGHTS / EQUAL OPPORTUNITY POLICY. The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by or receiving federal financial assistance from CNCS must be free from all forms of harassment.

Harassment is unacceptable in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. Any such harassment, if identified, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or national service participant. All recipients of federal financial assistance, including individuals, organizations, programs and/or projects are also subject to this zero-tolerance policy. When a violation occurs, appropriate corrective action subject to regulatory procedures will take place, up to and including termination of federal financial assistance from all federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when such behavior has the purpose or effect of interfering with service

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performance or creating an intimidating, hostile, or offensive service environment. Harassment includes but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing or abusive comments or actions that intimidate. CNCS does not tolerate harassment by anyone, including persons of the same or different races, sexes, religions, or ethnic origins; a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); or a co-worker or national service participant.

[It is expected that] supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, national service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination~ and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of federal financial assistance from CNCS and all other federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with the CNCS Equal Opportunity Program (EOP). Discrimination claims not brought to the attention of EOP within 45 days of occurrence may not be accepted in a formal complaint of discrimination. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If another procedure is used, it does not affect the 45-day time limit. The EOP may be reached at (202) 606-7503 or eo@cns.gov.

12.2 REASONABLE ACCOMMODATIONS. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, Kids on Course AmeriCorps Program complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program or host site. Neither the program nor the host site shall exclude or otherwise deny equal services, programs or activities to a qualified individual because of the known disability of another individual with whom the qualified individual is known to have a relationship or association.

The program and host site shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program and host site can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.

Members may request reasonable accommodations by completing the **Reasonable Accommodation Request Form** and submitting it to the program director

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13. TERMINATION OF AGREEMENT

13.1 AGREEMENT. Either Party may terminate or suspend Agreement in whole or part upon [thirty (30) days] written notice to the other party.

In all instances of termination or suspension, the non-terminating party shall be given written notice of the termination or suspension, including a written explanation of the reason(s) for such action. Where appropriate, the non-terminating party shall be given reasonable time to cure any deficiency in its performance. If the deficiency is not corrected within a

reasonable time, as defined by mutual agreement of the parties, Agreement may then be immediately terminated or suspended.

In the event the Agreement is terminated or suspended, the AmeriCorps member shall be removed from Host Site and, if possible, placed at another suitable service location within the Program. Host Site agrees to work cooperatively with Program to facilitate such transfer.

14. CONTACT INFORMATION

14.1 KIDS ON COURSE AMERICORPS PROGRAM.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACT	ADDITIONAL CONTACT (optional)
Jenny Becker Zach Johnson Foundation Executive Director	Gregory White Kids on Course AmeriCorps Program Director	

14.2 HOST SITE.

PRIMARY/AUTHORIZED CONTACT	SECONDARY/FINANCIAL CONTACT	ADDITIONAL CONTACT (optional)
Cedar Rapids Community School District Board of Directors Representative		

WITNESS WHEREOF, the parties have executed this Host Site Agreement.

Kids on Course AmeriCorps Program	HOST SITE

3.22.2021

JMILD

*The Corporation is currently going through a rebranding effort and as such, may be called CNCS, CNS, AmeriCorps, or AmeriCorps, the Agency during your term of service. If you have questions, please contact Volunteer Iowa.

2021-2022 Kids on Course AmeriCorps Program



AmeriCorps Host Site Memorandum of Agreement

<i>Jenny Becker</i> SIGNED BY:	SIGNED BY:
Executive Director, Zach Johnson Foundation TITLE: [Title]	TITLE: [Title]
July 12, 2021 DATE: [DATE]	DATE: [DATE]

3.22.2021

JMILD

*The Corporation is currently going through a rebranding effort and as such, may be called CNCS, CNS, AmeriCorps, or AmeriCorps, the Agency during your term of service. If you have questions, please contact Volunteer Iowa.

CONSENT AGENDA

BA-22-070 Agreement – Cedar Rapids Community School District and Intrado Interactive Services Corporation for School Messenger – 2021-2022 School Year (Craig Barnum/Jeff Lucas)

Exhibit: BA-22-070.1

Action Item

Pertinent Fact(s):

School Messenger serves as the host parent notification system for the CRCSD. The system integrates with Infinite Campus to communicate directly with families via phone, email, and/or text messaging. The system includes multi-language support, a parent portal to allow preferences for message delivery, and message tracking/reporting capabilities. The system is used for daily attendance calls, general information, school cancellation and delay calls, and emergency notifications.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Intrado Interactive Services Corporation for School Messenger for the 2021-2022 School Year.

Kathryn M.



Invoice

Intrado Interactive Services Corporation
Phone: 888-527-5225 | Fax: 800-360-7732

Date 6/30/2021
Invoice # 134778

Bill To

Accounts Payable
Cedar Rapids Comm School Dist1
PO Box 879
Cedar Rapids IA 52406-0879
United States

Ship To

Cedar Rapids Comm School Dist1
2500 Edgewood Rd NW
Cedar Rapids IA 52405
United States

Item	Quantity	Description	Unit Price	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	26,120.01	26,120.01
		Laurel A. Day	Date	

RECEIVED JUL 1 2 2021

Please make checks payable to: Intrado Interactive Services Corporation.	Total Amount Due	26,120.01 \$26,120.01
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Remit Payment to: Intrado Interactive Services Corporation
 EDUCATION DIVISION
 PO BOX 74007082
 Chicago, IL 60674-7082

Beneficiary Account No: 334037144268
 Routing #: 061000052

Terms Net 30
Due Date 7/30/2021
PO #

The terms and conditions available at <https://www.west.com/legal-privacy/webterms/> apply to this Invoice, unless the parties have entered into a separate mutually executed agreement

CONSENT AGENDA

BA-22-071 Agreement - Cedar Rapids Community School District and Intercultural Development Inventory, LLC (IDI) - 2021-2022 School Year (Nicole Kooiker/Justin Blietz)

Exhibit: BA-22-071.1-4

Action Item

Pertinent Fact(s):

The on-going Agreement is for services with IDI, LLC to provide a Qualifying Seminar to certify Qualified Administrators in the Intercultural Development Inventory and would include 2 days of onsite training. This is a continuation of work CRCSD has engaged in to create more equitable learning outcomes.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Intercultural Development Inventory, LLC (IDI) for the 2021-2022 School Year.

IDI[®] PRIVATE QUALIFYING SEMINAR AGREEMENT

THIS IDI[®] PRIVATE QUALIFYING SEMINAR AGREEMENT (the “Agreement”) is entered into on this 4th day of August, 2021 (the “Effective Date”), by and between IDI, LLC, a Maryland limited liability company (the “Consultant”) and Cedar Rapids School District (“Organization”).

INTRODUCTION

Intellectual Property. Consultant created the Intercultural Development Inventory[®] (the “IDI[®]”) and other intellectual property (“Intellectual Property”). It requires Organization to enter into this Agreement, in order to protect its Intellectual Property.

Qualified Administrators. Given the unique and complex nature of the IDI[®], authorized users (“Qualified Administrators”) must be properly trained and educated in how to use its capabilities including, preparation of presentations, training, and consulting materials. Potential Qualified Administrators (“Participants”) receive the appropriate training at the IDI[®] Qualifying Seminar (the “Seminar”).

License. Upon successful completion of the Seminar, the Participants must enter into a license with Consultant (“License”) to personally use and utilize the Intellectual Property for organizational and educational purposes designed to foster and develop intercultural competence.

Privacy Policy and Terms of Service. Prior to the Seminar, in order to effectively learn to administer the IDI[®], the Participants are required to take the IDI[®] through the Company’s online assessment portal (“Portal”). The confidentiality, privacy, and use of the data imputed into the Portal are governed by the Company’s [Privacy Policy](#), [Terms of Service](#), and [License](#) (“Portal Agreements”). By using the Portal, the Participant agrees to the terms of the Portal Agreements.

Seminar. Pursuant to the terms and conditions of this Agreement, Organization wishes for Consultant to provide a private Seminar and train its employees to become Qualified Administrators and Consultant has agreed to provide the Seminar,

NOW, THEREFORE, in consideration of the promises, mutual covenants, and the Introduction contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged by the parties hereto, the parties hereby agree as follows:

1. Services. Consultant will present a Seminar for selected participants from Organization on **September 15th, 2021 from 8:30-5pm CT and September 16th, 2021 from 8:30-2:30pm CT.** Consultant will select an experienced trainer to conduct the Seminar and reserves the right to provide a substitute, if necessary (“Trainer”). Organization agrees that the Trainer may be an independent contractor of Consultant.

2. Organization's Obligations. In order to ensure the success of the Seminar, it is important that Organization comply with the following requirements.

- a. *Location and Requirements.* In consideration for the Company's conducting a private on-site Seminar, the Organization will host the event at a location determined by the Organization and provide a training room equipped with a projector, screen, and audio speakers. Each of these components must be able to connect to a laptop or tablet. Snacks and meals are to be provided at the discretion of the Organization. All the above arrangements are to be provided by the Organization at no cost to the Company.
- b. *Seminar Materials.* Written Seminar materials will be made available electronically to the participants prior to the Seminar. Participants may download or print one copy for their personal use. Consultant reserves the right to send a hard copy of the Seminar materials to the Organization or directly to the Participants.
- c. *Registration Link.* Prior to the Seminar, Consultant will provide Organization with a private registration link. The Organization shall promptly provide the private registration link to the intended participants with instructions to self-register. The Company will not complete the registration process on the Organization's behalf. It is the sole responsibility of the Organization and participants.
- d. *Participant Registration.* Each participant must self-register with a unique email address and is required to complete the IDI[®] Assessment and Intercultural Conflict Style Inventory[®] available within the registration process prior to the beginning of the Seminar.

3. Pricing and Payment.

- a. *Pricing.* The Organization shall pay \$16000 USD for 10 Participants ("Minimum Amount") to attend the Seminar ("Initial Payment"). For each additional Participant, the Organization shall pay an additional \$1,600 USD. The maximum amount of Participants per Seminar is forty eight (48).
- b. *Pricing.* The Organization will be responsible for any travel-related charged incurred by the seminar for one trainer, including airfare, hotel accommodations, rental car and other reasonable expenses. After completion of the Seminar, the company will send the Organization an invoice for the final tuition payment and for travel-related expenses as noted above.
- c. *Non-Refundable Tuition.* The Initial Payment is non-refundable. Should a Participant be unable to attend, Organization may send an alternative Participant in their place, upon written notice to Consultant. Tuition is also non-transferrable in the future to alternative Participants or alternative seminars should Participants not attend.

d. *Liquidated Damages.* Because Consultant has committed resources and trainers to this Seminar to prepare for this seminar, the Initial Payment is non-refundable and deemed earned regardless of how many Participants attend the Seminar or if the Organization cancels the Seminar (“Liquidated Damages”). In light of the difficulty of determining damages from the reduced number of Participants or cancellation of the Seminar by the Organization (“Qualifying Event”), the parties intend that the Liquidated Damages constitute compensation and not a penalty. The parties acknowledge and agree that Consultant’s harm caused by the Qualifying Event would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Liquidated Damages are reasonable estimates of the anticipated or actual harm that might arise from the Qualifying Event.

e. *Payment/Late Fees.* Upon execution of this Agreement, Consultant shall issue an invoice to the Organization for the Initial Payment. After the Seminar, the Consultant shall issue a second invoice for any additional Participants that attended over the Minimum Amount. Payment of all invoices is due forty-five (45) calendar days from the date of the invoice. All past due payments will carry a 1.5% per month interest rate (18% per year) or the maximum legal rate, whichever is less, added to the outstanding balance until paid. Consultant accepts credit card, check, or ACH electronic payments.

4. Rescheduling and Cancellation.

a. *Rescheduling by Organization.* The Organization may reschedule the Seminar by providing written notice to the Consultant at least thirty (30) days prior to the beginning of the Seminar. The parties shall mutually agree upon a new date for the Seminar within six (6) months of the original date.

b. *Termination by Consultant.* The Consultant may cancel or reschedule the Seminar in its sole discretion. In the event that it cancels the Seminar, it shall return all monies previously paid to the Organization.

c. *Survival.* Upon the termination of this Agreement (i) pursuant to this Section 4; or (ii) by the completion of this Seminar, this Agreement shall be of no further force and effect, provided that the terms and conditions of this clause and Section 3, Section 5, Section 6, and Section 8 shall survive the expiration or termination of this Agreement.

5. Intellectual Property/Ownership. All Intellectual Property, materials, work products, ideas, and content from any Consultant seminars (public or private) are the exclusive intellectual property of Consultant. Consultant is the sole creator of the IDI[®], the Seminar, and any and all materials, products, and services offered by Consultant. No one is permitted to conduct an IDI[®] Seminar other than Consultant. The Participants and Organization are prohibited from (i) streaming the IDI[®] Seminar to anyone other than registered Participants; (ii) recording the IDI[®] Seminar; (iii) altering, modifying, or changing the IDI[®] Seminar Materials; and (iv) reusing the IDI[®] Seminar Materials, except in accordance with the License.

6. The IDI License. Hosting a private IDI[®] Qualifying Seminar does not result in a site license for Organization. Upon successful completion of the training and execution of the License,

each participant becomes an individual, licensed IDI® Qualified Administrator and may utilize the IDI® and Intellectual Property within their Organization. Due to the unique nature of Consultant's services and License, Consultant cannot agree to any terms, policies, or contracts that conflict with the License, Sections 5 or 6 of this Agreement, or the Portal Agreements.

7. Insurance. The Consultant maintains the insurance coverage, as summarized on the Declaration attached as *Exhibit A* and incorporated herein. If the Organization wishes to be added as an additional insured or requests any other requirement that changes the cost of the Consultant's insurance premium, the Organization shall be responsible for the extra cost and will pay it upon invoice from the Consultant.

8. Miscellaneous. This Agreement constitutes the final and exclusive agreement between the parties with respect to the Seminar described hereunder, and supersedes all understandings, representations, prior agreements or communications, whether written or oral, relevant to the Agreement. In the event that Consultant must enforce this Agreement, it shall be entitled to reasonable attorneys' fees and costs. This Agreement may be modified only by a written agreement signed by both parties. No party may assign any of its rights under this Agreement, without the prior written consent of the other party. A waiver of any breach of the Agreement shall not be construed as a continuing waiver of other breaches. In the event adverse weather, disaster, strike, government regulation, disease, outbreak, or other unforeseen circumstances beyond the control of Consultant or Organization make the delivery of services impossible or highly impractical, the Seminar will be rescheduled to a mutually acceptable date. Both parties are independent contractors, and neither party is authorized to make any contract, agreement, warranty or representation or to create any obligations, express or implied, on behalf of the other party. The persons signing this Agreement represent and warrant that they are a duly authorized and appointed agent fully empowered to bind the parties to all provisions contained in this Agreement, and that no further action is required to enter this Agreement. This Agreement may be executed in any number of counterparts, including PDF or other electronic counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The laws of the state of Maryland in the United States without giving effect to its conflict of law principles, govern all matters related to this Agreement, including torts. All legal actions arising out of this Agreement shall be brought in courts having jurisdiction over Montgomery County, Maryland, United States and the parties hereby consent to such jurisdiction and venue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with effect as of the Effective Date first set forth above.

Cedar Rapids School District

IDI, LLC

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

CONSENT AGENDA

BA-22-072 Agreement - Cedar Rapids Community School District and Horizons, A Family Service Alliance, NTS - 2021-2022 School Year (David Nicholson/Nicole Kooiker/Scott Wing)

Exhibit: BA-22-072.1-3

Action Item

Pertinent Fact(s):

1. The Agreement is for public transportation services with NTS, a program of Horizons, to provide student transportation services during the 2021-2022 School Year.
2. We are engaging with NTS to help meet our bus driver shortages.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Horizons, A Family Services Alliance, NTS for the 2021-2022 School Year.



Agreement for Public Student Transportation

This agreement made and entered into by and between Horizons, A Family Service Alliance, NTS (Contractor) and Cedar Rapids Community School District (District) in Linn County, Iowa effective August 9th, 2021.

District Obligations:

- The District hereby agrees to reimburse the Contractor for providing transportation services to authorized students attending relevant Cedar Rapids Community School District Schools. The Contractor shall be reimbursed for such transportation in accordance with the “Contract Terms & Monetary Provisions” below.
- The District shall be responsible for establishing and providing to the Contractor, District policies relating but not limited to, transportation entitlement, riding time limits, student discipline, attendance center grade level and elated boundaries.
- The District shall be responsible for providing ridership requests and details including, but not limited to, student address, scheduled pickup time, and relevant student needs as soon as possible for scheduling to happen.

Contractor’s Obligations:

- The Contractor shall provide transportation services under this contract for district – designated students. The service shall include transportation from the district-approved pickup site, to and from schools.
- The Contractor agrees to not to provide transportation to other individuals during the time they are providing transportation services for the District.
- The Contractor shall furnish, operate and maintain vehicle(s) approved for the transportation of students in Iowa.
- The Contractor agrees to have all vehicles used in the pro vision of student transportation services to be maintained, safe and in good working order.
- The Contractor agrees to comply with all legal and established uniform standards of vehicle operation as required by statute or by legally constituted authorities.
- The Contractor agrees to see that all vehicles that provide student transportation services undergo daily, pre- trip vehicle inspections and record the results of these inspections in written form. Further, the Contractor agrees to maintain all times the interior environment of the vehicle such that it is reasonably free of conditions which post a danger to the health and safety of student passengers.
- The Contractor agrees to comply with all rules and regulations adopted by the District for the protection of the children transported as provided by the District.
- The Contractor agrees to use only drivers and substitute drivers who are qualified and properly licensed to operate vehicles used to provide transportation services. Also to

furnish evidence that each driver has undergone a biennial physical examination in accordance with Federal Motor Carrier Safety Regulations.

- The Contractor agrees to conduct an approved drug and alcohol screening program, for drivers, in compliance with Federal Regulations.
- The Contractor agrees to carry insurance on all vehicles and passengers in the coverage. A copy of the policy or other proof of insurance must be filed with the District Board of Education.
- The Contractor agrees to make such reports as may be required by the District.
- The Contractor agrees to see that all vehicles used to transport students are operated in compliance with all motor vehicle laws and rules of the road.

Routes and Schedules:

The Contractor agrees to be available for scheduled stops as provided by the District. Pickup and drop-off times will be determined by the Contractor in accordance with standard District operating procedures and requirements and communicated to the District.

The District will be responsible for communication to the families utilizing transportation services with the Contractor. The District will also provide a schedule for students needing transport to Contractor with as much notice as possible, not to occur less than 48 hours before scheduled transportation. The schedule shall include a list of students to be transported and approximate pick-up and delivery times for AM and PM routes.

The District will provide a schedule of published academic calendar days that Contractor will provide services. The District will also provide notice to the Contractor regarding any modification to pick up times as a result of District scheduled early dismissal days or building schedule early dismissal days. In the event of weather-related delays, cancellation or early dismissal District will inform Contractor.

Contract Terms & Monetary Provision:

The Contractor will provide required busses to transport identified students to and from their relevant school location. The Contractor agrees to provide operated buses as needed and bill the District monthly on an hourly cost basis. The cost of services provision is **\$54 per hour per vehicle**.

Example based on potential student routing needs:

- \$54 per hour x 5 vehicles x 6 hours per day (3 hours AM & 3 hours PM) = \$1,620/day

The District will also provide compensation for any additional driver hours required for licensing requirements set forth by the District standards. The compensation will be submitted by the Contractor for reimbursement to the District within one month of additional cost. The cost per additional driver training hours will be to cover the hourly wage, benefits rate, and admin costs of driver training. The hourly rate for reimbursement by training is \$27 per hour.

Miscellaneous:

The agreement may not be terminated prior to the conclusion of the 2021-2022 school year unless otherwise agreed upon by both parties. A 30-day written termination notice shall be given.

X

Horizons, A Family Service Alliance
C.E.O.

X

Cedar Rapids Community School District
Authorized District Personnel

CONSENT AGENDA

BA-22-073 Amended Agreement - Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services – 2021-2022 School Year (Wendy Parker)

Exhibit: BA-22-073.1-14

Action Item

Pertinent Fact(s):

1. Iowa Vocational Rehabilitation Services (IVRS) has received federal grant funds to assist eligible students in achieving employment through otherwise unavailable career services. The program is referred to as the Transition Alliance Program (TAP). The parties are entering into this contract for the contractor (CRCSD) to receive funds under the TAP program.
2. This is a renewal of contract #20-TAP-14. Language is the same with one exception: reimbursement through IVRS for registration, travel, or subsistence allowance must have prior approval through IVRS instead of Rehabilitation Services Administration (RSA).
3. The term of this contract will be extended for one year, the new term now ends on September 30, 2022. The budget has increased due to an increased Federal Indirect Rate; as well as salary and benefit increases for TAP staff according to their workgroup. These costs will be split 50/50 between CRCSD and Iowa Vocational Rehabilitation Services.
4. TAP services include pre-employment transition services to eligible students with an IEP or 504 Plan. The contract employs 1 Facilitator, 3 Specialists, and 1 Job Coach.
5. The District will contact 100% of participants on an annual basis during the follow-up services until the participant reaches age 25 and/or is discharged from the TAP program.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement - Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services – Transition Alliance Program - for the 2021-2022 School Year.

AMENDMENT TO CONTRACT # 20-TAP-14

This amendment is dated July 16, 2021, and amends the Transition Alliance Program contract with beginning date of October 1, 2019 and ending date of September 30, 2021, between Iowa Vocational Rehabilitation Services and Cedar Rapids School District. The parties amend the contract as follows:

- 1. As permitted in Section III. Term; B. Renewals, IVRS hereby renews this contract for an additional 1 year term. The ending date of the contract will now be September 30, 2022.
- 2. Update Statement of Work and Performance Standards (Exhibit A), Annual Budget (Exhibit B), and Reports (Exhibit C) as attached.
- 1. Update Contract Shell Section IX. Termination:
 - **Adding:** H. Termination On Notice by Either Party. Following thirty (30) days' written notice, either party may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation. Following termination upon notice, IVRS will pay Contractor upon submission of invoices and proper proof of claim, for services provided and allowable expenditures incurred under this Contract up to and including the date of termination.
- 3. The total amount of the budget for October 1, 2021 to September 30,2022 is **\$377,825.55.**

All other provisions of this contract and subsequent amendments remain in effect.

Iowa Vocational Rehabilitation Services

By: _____ Date: _____
David L. Mitchell

Cedar Rapids CSD

By: _____ Date: _____

Exhibit A (Cash Transfer)

Statement of Work and Performance Measures

INTRODUCTION

The Transition Alliance Program (TAP) develops and implements a new pattern of service to youth with disabilities. TAP services are provided through a service coordination model with a goal of obtaining competitive integrated employment and successful IVRS closure (status 26) for eligible youth.

TAP does not replace existing education or transition services to youth that are mandated under the Individual with Disabilities Education Act (IDEA). While the School District may assign personnel who provide services covered by the IDEA to provide services under this Contract, the School District must carefully separate and document the hours and services provided by such personnel under the TAP program.

Contractor (also referred to as “School District”) shall provide year-round TAP services solely to: (i) youth with disabilities who are eligible and actively receiving vocational rehabilitation services or Pre-Employment Transition Services (Pre-ETS) to Potentially Eligible (PE) students on an IEP or covered under the provisions of section 504; and (ii) applicants for IVRS services, however the services for applicants will be limited to diagnostic and assessment services to determine eligibility to receive IVRS services and Pre-ETS activities to all applicants and Potentially Eligible individuals. An applicant may receive access to other TAP services after IVRS has: (i) determined the applicant is eligible for vocational rehabilitation services; (ii) removed the applicant from the waiting list using the order of selection priority as provided in the State Plan; and (iii) notified the School District.

CONTRACTOR DUTIES AND RESPONSIBILITIES

TAP staff will document all services that are delivered and provide the necessary documentation to IVRS in accordance with the performance measures. The following are the Pre-ETS Required and Coordinated Activities that TAP staff are required to provide to high school students with disabilities based on the student’s individualized needs:

Pre-ETS Required Activities

- **Job Exploration Counseling** - counseling to assist the student with a disability to learn and understand: the demands of the workforce, types of jobs available and skill requirements needed to perform essential functions of the job, and job exploration experiences so the student with a disability can make an informed choice regarding their vocational goal both in selection, training and preparation for that goal
- **Work-Based Learning Experiences** - in-school or after school opportunities or experiences that are outside the traditional school setting that is provided in

an integrated environment to the maximum extent possible, including internships

- **Counseling on Opportunities** - counseling on how to enroll in comprehensive transition or post-secondary educational programs at institutions of higher education and what should be considered in the decision-making regarding the post-secondary training environment including disability supports, course of study related to the program, etc.
- **Workplace Readiness Training** - designed to develop social skills and independent living skills in order to demonstrate the work ethic, attitudes, and behaviors for a competitive integrated employment environment
- **Self-Advocacy Instruction** - training, instruction and counseling on self-advocacy skill development and may include establishing opportunities for peer mentoring

Pre-ETS Coordinated Activities

- Attending IEP meetings
- Working with employers to develop work opportunities for students such as: internships, summer employment, paid/unpaid work experiences
- Working with school staff to coordinate Pre-ETS activities
- Attending person-centered planning meetings for individuals receiving social security benefit

The following are the Pre-ETS Authorized Activities that TAP staff can provide to support IVRS with improving the transition of students with disabilities from school to postsecondary education or an employment outcome:

Pre-ETS Authorized Activities

1. Implement effective strategies that increase independent living and inclusion in their communities and competitive integrated workplaces
2. Develop and improve strategies for individuals with intellectual and significant disabilities to live independently, participate in postsecondary education experiences, and obtain and retain competitive integrated employment
3. Provide training to vocational rehabilitation counselors, school transition staff, and others supporting students with disabilities
4. Disseminate information on innovative, effective, and efficient approaches to implement Pre-ETS
5. Coordinate activities with transition services provided by local educational agencies under IDEA
6. Apply evidence-based findings to improve policy, procedure, practice, and the preparation of personnel
7. Develop model transition demonstration projects
8. Establish or support multi state or regional partnerships involving State, LEAs, VR agencies, developmental disability agencies, private businesses, or other participants

9. Disseminate information and strategies to improve the transition to postsecondary activities of members of traditionally unserved and underserved populations

Performance Measures:

1. Case notes will be completed directly into the IRSS Interface within five working days.
2. All TAP staff will complete a Personal Activity Report (PAR) to track their time when completing contractor activities, including Pre-ETS activities, contract activities, and non-contract activities as applicable.
3. A minimum of 60% of staff time will be used for providing Pre-ETS Required and Coordinated Activities.

Contractor shall provide services in the following three core areas. All services to be provided hereunder shall be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus.

I. Core Area 1: Referral and Eligibility Services**A. School District Responsibilities**

1. Potentially Eligible (PE): All students on an IEP or covered under the provisions of section 504 are considered PE. While a student is PE they can receive all Pre-ETS activities before applying for services. If a student is identified as needing more intensive services, the TAP Staff or IVRS Staff will recruit the student to apply for services.
2. Refer potential applicants to IVRS.
3. Provide any existing assessment or diagnostic information from school records to IVRS.
4. After IVRS notifies the School District that a student is on the waiting list, TAP is only able to provide Pre-ETS activities until the student is released from the waiting list.
5. Update IRSS Interface.

B. Performance Measures

1. The School District shall maintain the number of potential applicants referred to IVRS based on the referral number established during the baseline year or from the previous Federal Fiscal Year (FFY) that the performance measure was met.
2. TAP will provide Pre-ETS activities to PE students and VR eligible students on the waiting list.
3. Documentation requirements for the PE must be followed.

C. IVRS Counselor Responsibilities

1. Complete intake on applicants referred to IVRS by TAP staff.
2. Gather medical and psychological information on an applicant to determine eligibility. Use rubric in schools when appropriate for the student.
3. Provide diagnostic and assessment services for applicants while awaiting IVRS eligibility determination, if appropriate.

4. Inform the School District and the applicant of IVRS' eligibility decision and, if applicable, waiting list category.

II. Core Area 2: Individualized Plan for Employment

The primary goal of TAP is for youth to be employed in competitive integrated employment by the time they have completed their TAP services. To achieve this goal, the School District will implement the IPE for each eligible student. The services to be provided by the School District include, without limitation:

A. School District Responsibilities

1. Participate in Individual Education Program (IEP) meeting to train students on self-advocacy skills.
2. Provide input to the IVRS Counselor and the student to assist in the preparation of the Individualized Plan for Employment (IPE) by the IVRS counselor. The IPE will identify available types of jobs for the TAP student and provide a good match between job opportunities and the student's choices, interests, and abilities. The IPE will then outline the services and training that the student will need to work and live in the community after high school.
3. Develop, maintain and record partnerships with local businesses to create employment opportunities for eligible students and update the Business Services website with this information.
4. Collaborate and provide Pre-ETS activities that assists students with disabilities to explore, obtain and maintain employment. Pre-ETS activity information should be communicated with parents/guardians, school staff, IVRS staff and other team members.

Job exploration counseling offered by the School District:

- IEP assessments
- K-Navigator
- I Have a Plan/4 year planning
- Small group work with instructional trainers
- School counselors are available for additional counseling when requested
- The school offers a variety of career technical education courses to all students

New and expanded job exploration counseling provided by TAP:

- TAP may work with the school team to set up business tours to assist students in exploring a variety of career options.
- TAP staff may coordinate job shadow opportunities with informational interviews for students as appropriate, followed by individualized consultation based on the needs and abilities to assist in determining a job match.
- TAP may provide virtual job shadow opportunities when needed and as able to do so, when circumstances do not allow for students to attend in person job shadows.
- TAP staff may link students with partner agencies and outside resources to assist in career exploration (these may include Job Corps, Community Colleges, Iowa Workforce, Apprenticeship Programs, etc.).

- TAP staff may encourage and assist students in career planning.
- TAP staff may assist students in comparing post-secondary training options versus on-the-job training.
- TAP staff may provide additional interest inventories to students followed by individualized review of information and labor market information in their interest areas.

Work-based learning experiences provided by the School District:

- The school partners with Kirkwood Community College for the Workplace Learning Connections that connects business and education in work-based learning activities for students. This program offers job shadows, internships, and various career events.
- The school provides opportunities for the work experience program and co-op to students.

New and expanded work-based learning experiences provided by TAP:

- TAP staff may work with students to become involved with the Workplace Learning Connections to ensure student engagement.
- TAP staff may recommend that students participate in work experience courses as appropriate (e.g. discrepancy in employability, students with IEPs).
- TAP staff may meet students at their work experience sites to provide students with suggestions on improvement.
- TAP staff may collaborate with IEP teams and encourage work experiences in students' interest areas.
- TAP staff may seek volunteer experiences for students to build work history and gain vocational experiences.
- TAP staff may provide instructional training to students who require additional support in paid employment.
- TAP staff may assist employers with workplace accommodations necessary for students to maintain employment.
- TAP staff may meet with employers to discuss expanding unpaid work experience into paid work experiences.
- TAP staff may connect students with the WIOA Youth Program (when available) to assist in paid work experience.
- TAP staff may coordinate work-based learning opportunities and informational interviews for students and provide individual consultation to help identify a job match.
- TAP staff may encourage and assist students in career planning.

Counseling on Opportunities offered by the School District:

- Students have the opportunity to take the Accuplacer/ASVAB/NCRC.
- Counseling staff may have individual senior meetings to assist students in post-secondary planning.
- Counselors offer workshops focused on financial aid, FAFSA completion, and Getting Ready for College.
- Students have the opportunity to attend college visits (local community college). Instructional Trainers assist with this process.

- A variety of college representatives and other training program representatives (i.e. Iowa Works) visit the school on a regular basis.
- All students may create a 4-year career and academic plan.
- Students have the opportunity to participate in courses at the school Regional Academies and obtain college credit if prerequisites are being met.

New and expanded counseling on opportunities provided by TAP:

- TAP staff may utilize college resources and the Career Planning Guide to assist students in making post-secondary decisions.
- TAP staff may assist students in identifying a variety of opportunities available to them including internships, apprenticeships, STEM activities, and connections to Career Pathways.
- TAP staff may discuss Accuplacer/ASVAB/NCRC scores as applicable and how scores affect career planning.
- TAP staff may set up tours of post-secondary training options based on student interest (local community college, Job Corps, etc.)
- TAP staff may actively participate in team meetings to offer information about post-secondary options. • TAP staff may link students with college disability services coordinators to discuss appropriate accommodations.
- TAP staff may connect students with outside agencies that provide training opportunities post-high school.
- TAP staff may assist students in practicing and preparing for the prerequisites for enrollment in PSEO (i.e. COMPASS test). TAP staff may work with the IEP team to assure students who qualify are considered for the PSEO classes that align with their IPE goal.
- TAP staff may assist students in completion of paperwork for post-secondary training such as FAFSA, college applications, etc.
- TAP staff may recommend that students participate in VITAL as appropriate, based on unmet needs in the IEP. (e.g. limited work history, lack of/limited appropriate work skills).

Workplace readiness training offered by the School District:

- Iowa Workforce representatives occasionally come to buildings to support workplace readiness.
- The school offers the work experience program to special education students as well as co-op for all students.
- Instructional trainers work with students to assist with the job application process.
- The IEP team assists with appropriate workplace behaviors, social skills, hygiene, attendance, etc. as needed as defined by the IEP assessments.
- Soft skills training may occur in directed studies classes based on needs listed in the IEP for students in the area of working.

New and expanded workplace readiness training offered by the TAP:

- TAP staff may help students fill out job applications and provide instruction on how to make follow-up phone calls.

- TAP staff may provide students assistance with developing a resume and a guide sheet to aid in the application process.
- TAP staff may assist students with mock interviewing.
- TAP staff may discuss job descriptions and work expectations with students and assist students in understanding positions they applied for.
- TAP staff may meet with students to discuss appropriate workplace behaviors, social skills, hygiene, attendance, etc.
- TAP staff may assist students in completing necessary paperwork once jobs are obtained (e.g. W-2 paperwork).
- TAP staff may provide financial literacy training and support.
- TAP staff may facilitate the delivery of IVRS' Customer Service Academy to students in a small group setting.
- TAP staff connect students with IVRS' Job Focus Group.
- TAP staff may provide education and support for students to make specific workplace requests like asking for more hours, asking to be cross-trained, or asking for time off.

Self-advocacy instruction offered by the School District:

- School counselors may provide individual self-advocacy training.
- Students receive self-advocacy training through a youth leadership program offered at the school.
- There is a great deal of self-advocacy provided as training within the IEP process to students.

New and expanded self-advocacy instruction offered by the TAP:

- TAP may work with school counselors to provide individual self-advocacy training.
- TAP staff may encourage and support students in goal setting and self determination related activities • TAP staff may work with the IEP team to expand self-advocacy provided as training within the IEP progress to students.
- TAP staff may work with students to learn about accommodations necessary in the workplace.
- TAP staff may arrange meetings with students and employers to talk about accommodations and how to advocate for their own needs on the job.
- TAP staff may support and assist students with obtaining documentation for Iq verification.
- TAP staff may support students/families to connect with case managers and facilitate team meetings to coordinate wrap-around services for transition planning.
- TAP Staff may support and assist students with obtaining and interpreting pay stub information

5. Provide students with supported short term paid work experiences.
6. Provide short-term instructional training when needed.
7. Place students in occupations that match their stated employment goal in their

IPE.

8. Provide supported employment services utilizing the IVRS supported employment services process (if the student's needs are beyond what TAP is able to provide, the student will be discharged from TAP and referred to a Community Rehabilitation Provider [CRP] for services).
9. Provide short-term job coaching to students that require on-the-job supports to be successful in maintaining employment.
10. Provide assistance to students and employers to address and resolve any work-related behaviors.
11. Update IRSS Interface and Business Services website within five working days.

B. School District Performance Measures

1. The TAP will maintain or increase the number of 26 closures from the prior year.
2. At least 50% of TAP students will obtain paid work experience while in high school.
3. 100% of employed (status 26) TAP students will earn at least minimum wage.
4. At least 50% of employed (status 26) TAP students will earn above minimum wage.
5. The TAP will have at least a 10% annual increase in the number of businesses that participate in partnership activities.

C. IVRS Counselor Responsibilities

1. Develop and maintain partnerships with local businesses to create employment opportunities for students.
2. Provide guidance and counseling services to TAP students.
3. Provide disability consultation services to School District and employers.
4. Determine when TAP student's employment is stabilized and close IVRS case.

III. Core Area 3: Follow-along and Follow-up Services

Follow-along services are services provided that are designed to assure that the participant remains successfully employed and achieves a successful transition after rehabilitation (Status 26 closure). Follow-up services are at least annual contacts made by the School District with the individual after the follow-along services are completed and until the individual reaches age 25. The services to be provided by the School District include, without limitation:

A. School District Responsibilities

1. Make, at a minimum, quarterly contact with the TAP participant for a period of one year after Status 26 closure.
2. Make, at a minimum, annual contacts with the TAP participant during follow-up services until the participant reaches age 25 and/or is discharged from the program.
3. During follow-along and follow-up contacts, identify and provide any support services needed for the TAP participant to maintain or advance in employment.
4. Refer the TAP participant to adult agency service providers for new or additional services the participant may need.
5. Refer the participant back to IVRS if intensive, comprehensive services are needed.
6. Update IRSS Interface within five working days.

B. School District Performance Measures

1. The School District will contact 100% of participants receiving follow-along services on a quarterly basis during the first year after status 26 closure.
2. The School District will contact 100% of participants on an annual basis during follow-up services until the participant reaches age 25 and/or is discharged from the program.

C. IVRS Counselor Responsibilities.

1. Provide disability consultation services to School District as needed.
2. Provide post-employment services as appropriate.

(End of Exhibit A)

**Exhibit B
ANNUAL BUDGET**

Budget for FFY2022

Expense	Amount
Salaries	\$239,344.96
Fringe Benefits	\$88, 679.06
Travel	\$4,000.00
Materials & Supplies	\$1,000.00
Cell Phone	\$2,400.00
Conference/Training <i>(capped@ \$5,000)</i>	\$4,500.00 339924.02
Federal Indirect Cost Rate= 11.15%	\$37,901.53
Total Budget =	\$377,825.55
Cash Transfer Total =	\$188,912.78
<i>*See Cash Transfer Payment Schedule</i>	

****Cash Transfer Payment Schedule:***

Payment is due on the 28th of each month, starting 10/28/2021 in the amount of \$20,990.31 for 8 monthly installments and the 9th installment of \$20,990.30 due 6/28/22. If the entire budget is not expended a refund may be due to the contractor. If the adjustment to the Cash Transfer Amount is \$5 or less, no refund will be due to the Contractor. If an increase in the budget is needed, an additional Cash Transfer Amount due is applicable.

Budget Narrative

Salaries: This budget line consists of the salary for 5 positions: 1 Facilitator, 3 Specialists, and 1 Job Coach. IVRS will only reimburse for the time the TAP employees devote to the TAP– this will be determined by the Personnel Activity Reports which will be completed at least monthly. This expense will be documented with Personnel Activity Reports, payroll journals, printouts from the district accounting system, etc.

Fringe benefits: This budget line consists of employer share of several fringe benefits for the TAP employees. The fringe benefits in this agreement are as follows: FICA/Medicare, IPERS, health insurance, life insurance, single-dental insurance, and long-term disability for the TAP employees. Reimbursement percentage is determined by the PAR. Payroll documentation including payroll journals, job description, and employment contract will be available to support all salary and fringe benefit costs charged to this agreement.

Travel: This budget line consists of mileage, meals, lodging, and other various travel expenses associated with the TAP. Mileage, meals and lodging will be claimed at current rates, and will not

exceed state rates. Detailed travel documentation will be kept for mileage and receipts will be kept for lodging, registrations, and travel expenses including meals. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. travel for required, coordination, etc.) based on the reason for the travel.

Materials & Supplies: This budget line consists of instructional supplies, office expenses, equipment, printing, computer, etc. All supply costs will be directly related to this agreement and invoices will be kept to document cost. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. supplies for required, coordination, etc.) based on the use of the supply.

Cell Phone: This budget line consists of costs associated with staff cell phones used for this project. This is a phone which is owned by Cedar Rapids Community Schools and issued to the staff. IVRS will not be charged for the purchase of the phones themselves. This expense will be documented with monthly invoices.

Conference/Training: This budget line consists of costs associated with attending conferences or training of the staff. Registration receipts, lodging, meal & other receipts and documentation required. Prior Approval is required for related costs for training and conferences (see Section VI. Compensation-J.) Please refer to the Prior Approval process or contact IVRS Financial for further guidance. This budget line is capped at \$5,000. Documentation should include an agenda for the training, which categorizes the sessions you plan to attend to show the corresponding activity from the PAR (i.e. session for required, coordination, etc.) based on the description of the session.

Federal Indirect Cost Rate: This budget line consists of indirect costs associated with the contract at the Contractor's federally approved indirect cost rate, which is 11.15%.

Notification of Staff Changes:

Please contact IVRS Financial and the contract manager as major staff changes occur. Please include the temporary plan for meeting the needs of this contract, who will cover those duties, an estimated timeframe for temporary change, permanent plan for replacement, and possible impact on the budget. Documentation required for your claim may change due to the staff changes.

Miscellaneous:

Additional documentation may be requested upon review of claims submitted in order to make sure costs are allowable, allocable and reasonable.

(End of Exhibit B)

EXHIBIT C REPORTS

A. QUARTERLY PROGRESS REPORT

1. Overview

Contractor shall submit a Quarterly Progress Report in which it will describe Transition Alliance Program (TAP) services and operations, participant characteristics, and outcomes achieved during the quarter. The quarters are based on the federal fiscal year, October 1-September 30.

2. Quarterly Report Format

IVRS will provide the Quarterly Report template to the Contractor to be used for the entire FFY. All four quarters will be reported on the same document along with IVRS Analysis/Recommendations for each quarter.

3. Due Date and Submission

Quarterly Progress Reports are due within five working days after the end of the quarter (January 7, April 7, July 8, and October 7). Contractor shall submit reports to the IVRS Resource Manager via electronic mail. Signatures and certification may be provided by electronic signature or in portable document format (PDF). Hard copies of the progress reports or attachments to it will not be accepted without the approval of the IVRS Resource Manager.

4. Content

- a. Budget Status: The Contract Financial Contact will be required to fill in this area based on the approved budget contained in the Contract, indicate if the Contractor is within budget and provide a report of expenditures for the reported period. If over budget, indicate by how much, the reasons why and the impact this will have on the project. Also, indicate the plan for addressing and remedying any actual or anticipated budget shortfalls. Changes to the Statement of Work due to budget considerations or changes in strategy must be approved by strategy must be approved by IVRS.
- b. Primary Tasks: Provide the updated Quarterly Progress Report which describes the work completed during the reporting period. Include or attach supporting documents or information as needed.
- c. Problems or Delays: Describe any unexpected problems encountered and the impact or possible impact on overall performance of the Contract.
- d. Performance Measures: Provide all performance measures as required in Exhibit A for the quarter and year-to-date.

B. YEAR END SUMMARY REPORT

1. Overview

Contractor shall submit a summary report at the end of the federal fiscal year in which it provides a description of the activities undertaken in performance of the Contract during the previous year, including examples of specific achievements and outcomes. The Contractor shall provide information demonstrating substantial progress in achieving the objectives of TAP and data that assists IVRS in demonstrating the usefulness and effectiveness (including cost-effectiveness) of TAP. Continued funding of TAP is contingent upon the satisfactory completion of the prior year's activities, including meeting the performance measures as provided in the Quarterly Progress Reports. Any performance measure not met at FFY will require a corrective action plan.

2. Due Date and Submission

Year End Summary Report will be found within the Quarterly Progress Report for 4th Quarter and is due October 7, 2022. Contractor shall submit the report to the IVRS Resource Manager via electronic mail. Signatures may be provided by electronic signature or in portable document format (PDF). Hard copies of the reports or attachments to it will not be accepted without the approval of the IVRS Resource Manager.

(End of Exhibit C)

LEARNING AND LEADERSHIP

BA-22-074 Back to School Overview (Noreen Bush/Nicole Kooiker)

Information Item

Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

Superintendent Bush and Deputy Superintendent Kooiker will provide an overview of the upcoming 2021-2022 School Year, including learning options, mitigation strategies, and an update on the American Relief Funds to support our work.



SCHOOL BOARD CALENDAR

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

2021- AUGUST

Monday	Aug 9	7:45 am 5:30 pm	New Teacher Preservice Board Regular Meeting	ELSC, PDC ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Aug 23		First Day of School	
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Monday	Aug 23	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- SEPTEMBER

Monday	Sep 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Sep 27	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- OCTOBER

Monday	Oct 11	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Oct 25	5:30 pm	Board Work Session & Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2021- NOVEMBER

Tuesday	Nov 2		Election Day	
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Monday	Nov 15	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
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2021- DECEMBER

Monday	Dec 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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ADJOURNMENT – President Nancy Humbles

Board Meeting: Monday, August 09, 2021