

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, June 13, 2022 @ 5:30 p.m.**

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A G E N D A

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, June 13, 2022 Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

PUBLIC HEARING

**BA-22-352 Public Hearing – Educational Leadership and Support Center – AV Upgrades Project
(Jon Galbraith)**

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on June 13, 2022, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Educational Leadership and Support Center – AV Upgrades Project.

If no objections are presented and sustained, the recommended Board action is to give final approval to the drawings, specifications, form of contract, and total estimated cost for the project.

PUBLIC HEARING

**BA-22-353 Public Hearing - Viola Gibson Elementary School - Roofing Improvements Project
(Jason Lietz/Jon Galbraith)**

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on June 13, 2022, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Viola Gibson Elementary School - Roofing Improvements Project.

If no objections are presented and sustained, the recommended Board action is to give final approval to the drawings, specifications, form of contract, and total estimated cost for the project.

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

ADDRESSING the BOARD:

COMMUNICATIONS, DELEGATIONS, AND PETITIONS - (President David Tominsky)

CONSENT AGENDA

BA-22-000/17 Minutes – Board Meeting on May 9, 2022 and Special Meeting on May 16, 2022 (Laurel Day)

Exhibit: <https://crschools.us/about/board-of-education/meetings-and-agendas/>

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 Meeting held on May 9, 2022 and Special Meeting held on May 16, 2022.

CONSENT AGENDA

BA-22-001/12 Approval of Claims Report – April 2022 (David Nicholson)

Exhibit: BA-22-001/12.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code §§ 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of April 1 - 30, 2022 totaled \$28,102,497.47.

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 April 30, 2022.

Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending April 30, 2022

	General Fund (10)	Student Activity Fund (21)	Management Fund (22)	Capital Projects Funds (33,36,40)	Food and Nutrition Fund (61)	Day Care Fund (62)	Total All Funds
Electronic Payments							
Period Ending 4/01	\$ 12,052.89	\$ 704.02	\$ 73.85	\$ 7,228.16	\$ 22.40	\$ -	\$ 20,081.32
Period Ending 4/8	19,937.88	971.79	169.00	6,050.00	10.92	-	27,139.59
Period Ending 4/15	36,304.57	-	-	3,759.56	-	-	40,064.13
Period Ending 4/22	15,784.78	3,067.17	-	-	85.85	-	18,937.80
Period Ending 4/29	6,991,701.56	18,973.48	81,786.00	42,413.45	150,456.70	55,235.27	7,340,566.46
Approved Warrants and Voids							
Period Ending 4/01	\$ 1,879,875.20	\$ 14,782.58	\$ -	\$ 219,925.27	\$ 40,200.06	\$ 342.06	\$ 2,155,125.17
Period Ending 4/8	216,965.09	37,393.47	-	99,303.36	104,631.42	442.06	458,735.40
Period Ending 4/15	593,152.41	43,908.07	6,705.56	1,785,941.26	273,061.65	31.62	2,702,800.57
Period Ending 4/22	364,778.12	26,335.59	-	220,841.03	124,248.94	-	736,203.68
Period Ending 4/29	384,943.15	32,710.19	2,165.86	1,593,917.46	130,459.80	221.53	2,144,417.99
	\$ 10,515,495.65	\$ 178,846.36	\$ 90,900.27	\$ 3,979,379.55	\$ 823,177.74	\$ 56,272.54	\$ 15,644,072.11
Payrolls - Net	<u>12,044,745.52</u>	<u>638.21</u>	<u>-</u>	<u>-</u>	<u>326,778.12</u>	<u>86,263.51</u>	<u>12,458,425.36</u>
Total Expenditures	<u>\$ 22,560,241.17</u>	<u>\$ 179,484.57</u>	<u>\$ 90,900.27</u>	<u>\$ 3,979,379.55</u>	<u>\$ 1,149,955.86</u>	<u>\$ 142,536.05</u>	<u>\$ 28,102,497.47</u>
Note: Individual transactions can be viewed on the Cedar Rapids Community School District website under Departments - Accounting and Budgeting.							
	\$ 22,494,560.08	\$ 179,484.57	\$ 90,900.27	\$ 3,979,379.55	\$ 1,146,882.54	\$ 142,536.05	\$ 28,033,743.06
Payroll DD	\$ 11,979,064.43	\$ 638.21	\$ -	\$ -	\$ 323,704.80	\$ 86,263.51	\$ 12,389,670.95
Payroll Manual Checks	\$ 65,681.09	\$ -	\$ -	\$ -	\$ 3,073.32	\$ -	\$ 68,754.41
	\$ 12,044,745.52	\$ 638.21	\$ -	\$ -	\$ 326,778.12	\$ 86,263.51	\$ 12,458,425.36

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 1, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 12,052.89	\$ 704.02	\$ 73.85	\$ 7,228.16	\$ 22.40	\$ -	\$ 20,081.32
Approved Warrants and Voids (Entered By Batch)							
	\$ 1,879,875.20	\$ 14,782.58	\$ -	\$ 219,925.27	\$ 40,200.06	\$ 342.06	\$ 2,155,125.17
Total	<u><u>\$ 1,891,928.09</u></u>	<u><u>\$ 15,486.60</u></u>	<u><u>\$ 73.85</u></u>	<u><u>\$ 219,925.27</u></u>	<u><u>\$ 40,222.46</u></u>	<u><u>\$ 342.06</u></u>	<u><u>\$ 2,175,206.49</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 8, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 19,937.88	\$ 971.79	\$ 169.00	\$ 6,050.00	\$ 10.92	\$ -	\$ 27,139.59
Approved Warrants and Voids (Entered By Batch)							
	\$ 216,965.09	\$ 37,393.47	\$ -	\$ 99,303.36	\$ 104,631.42	\$ 442.06	458,735.40
Total	<u><u>\$ 236,902.97</u></u>	<u><u>\$ 38,365.26</u></u>	<u><u>\$ 169.00</u></u>	<u><u>\$ 105,353.36</u></u>	<u><u>\$ 104,642.34</u></u>	<u><u>\$ 442.06</u></u>	<u><u>\$ 485,874.99</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 15, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 36,304.57	\$ -	\$ -	\$ 3,759.56	\$ -	\$ -	\$ 40,064.13
Approved Warrants and Voids (Entered By Batch)							
	\$ 593,152.41	\$ 43,908.07	\$ 6,705.56	\$ 1,785,941.26	\$ 273,061.65	\$ 31.62	2,702,800.57
Total	<u><u>\$ 629,456.98</u></u>	<u><u>\$ 43,908.07</u></u>	<u><u>\$ 6,705.56</u></u>	<u><u>\$ 1,789,700.82</u></u>	<u><u>\$ 273,061.65</u></u>	<u><u>\$ 31.62</u></u>	<u><u>\$ 2,742,864.70</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 22, 2022**

	General Fund (10)	Student Activity Fund (21)	Management Fund (22)	Capital Projects Funds (33,36,40)	Food and Nutrition Fund (61)	Day Care Fund (62)	Total All Funds
Electronic Payments							
EFT FILE	\$ 15,784.78	\$ 3,067.17	\$ -	\$ -	\$ 85.85	\$ -	\$ 18,937.80
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 364,778.12	\$ 26,335.59	\$ -	\$ 220,841.03	\$ 124,248.94	\$ -	\$ 736,203.68
Total	\$ 380,562.90	\$ 29,402.76	\$ -	\$ 220,841.03	\$ 124,334.79	\$ -	\$ 755,141.48

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
April 29, 2022**

	General Fund (10)	Student Activity Fund (21)	Management Fund (22)	Capital Projects Funds (33,36,40)	Food and Nutrition Fund (61)	Day Care Fund (62)	Total All Funds
Electronic Payments							
EFT FILE	\$ 32,619.54	\$ 1,263.36	\$ -	\$ 25,932.80	\$ 42.44	\$ -	\$ 59,858.14
ACH Payments	6,959,082.02	17,710.12	81,786.00	16,480.65	150,414.26	55,235.27	7,280,708.32
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 339,879.75	\$ 34,019.19	\$ 2,075.86	\$ 1,593,917.46	\$ 129,820.69	\$ -	\$ 2,099,712.95
Payroll Deduction	\$ 60,975.80	\$ -	\$ 90.00	\$ -	\$ 661.16	\$ 221.53	\$ 61,948.49
Voids	\$ (15,912.40)	\$ (1,309.00)	\$ -	\$ -	\$ (22.05)	\$ -	\$ (17,243.45)
Total	\$ 7,376,644.71	\$ 51,683.67	\$ 83,951.86	\$ 1,636,330.91	\$ 280,916.50	\$ 55,456.80	\$ 9,484,984.45

CONSENT AGENDA

BA-22-003/07 Budget Summary Report – April 2022 (David Nicholson)

Exhibit: BA-22-003/07.1-9

Action Item

Pertinent Fact(s):

The Budget Summary Report is provided as required by Board Regulation 703.2.

Recommendation:

It is recommended that the Board of Education approve the Budget Summary Report for the month ended April, 2022.

Statement of Revenues, Expenditures, Other Financing Sources (Uses) And Changes In Fund Balance

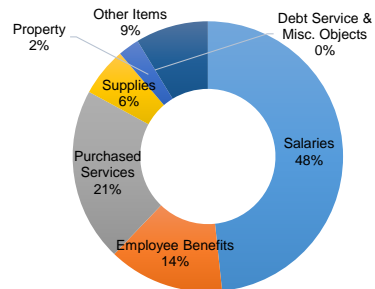
For the Period Ending April 30, 2022

All Funds Summary Breakdown

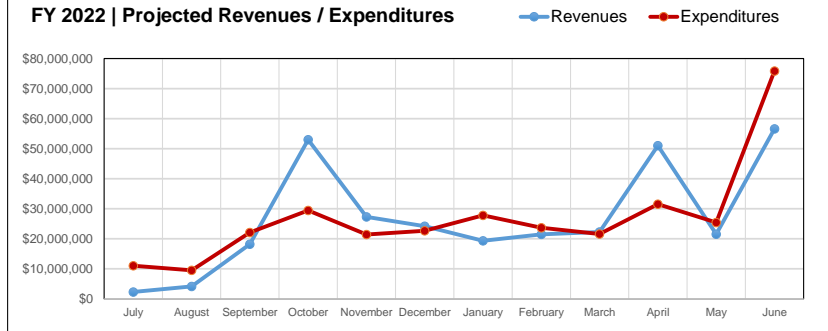
(With Comparative Totals For the Period Ended July, 2020 - April, 2021)

	All Funds FY2021	All Funds FY2022	% Incr/(Decr)	General Fund	Activity Fund	Management Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds
REVENUES											
Local	\$98,968,425	\$99,492,556	0.53%	\$77,824,479	\$1,606,889	\$7,975,165	\$284,607	\$10,116,367	\$169,626	\$314,813	\$1,200,610
Intermediate	\$0	\$0		0	0	0	0	0	0	0	0
State	\$103,022,720	\$105,082,941	2.00%	88,989,669	0	244,053	15,522,057	281,847	0	45,315	0
Federal	\$12,814,561	\$24,346,648	89.99%	13,353,422	0	0	0	0	585,174	10,340,337	67,715
Other Financing Sources/Income Items	\$65,974,228	\$14,354,438	(78.24%)	1,459,708	0	0	1,238,629	1,499,050	10,060,702	0	96,348
TOTAL REVENUE	\$280,779,933	\$243,276,583	(13.36%)	\$181,627,279	\$1,606,889	\$8,219,218	\$17,045,293	\$11,897,264	\$10,815,501	\$10,700,465	\$1,364,673
EXPENDITURES											
Salaries	\$102,780,046	\$106,715,668	3.83%	\$103,048,497	\$16,794	\$18,733	\$0	\$0	\$0	\$2,791,764	\$839,880
Employee Benefits	\$31,554,243	\$30,593,736	(3.04%)	28,293,992	2,092	1,302,493	0	0	0	772,226	222,932
Purchased Services	\$35,761,787	\$45,846,511	28.20%	15,143,603	349,091	2,984,760	18,183,931	9,150,709	0	13,675	20,743
Supplies	\$9,989,394	\$12,880,503	28.94%	7,927,525	967,219	0	6,101	12,756	0	3,877,276	89,626
Property	\$4,595,561	\$5,595,760	21.76%	3,014,350	80,288	0	2,130,706	242,928	0	127,161	329
Debt Service & Misc. Objects	\$0	\$0		0	0	0	0	0	0	0	0
Other Items	\$62,133,982	\$19,238,058	(69.04%)	220,515	65,860	236,282	11,068,964	1,243,964	6,395,818	613	6,041
TOTAL EXPENDITURES	\$246,815,014	\$220,870,237	(10.51%)	\$157,648,483	\$1,481,343	\$4,542,267	\$31,389,701	\$10,650,357	\$6,395,818	\$7,582,715	\$1,179,551
SURPLUS / (DEFICIT)	\$33,964,919	\$22,406,346	(34.03%)	\$23,978,796	\$125,546	\$3,676,951	(\$14,344,407)	\$1,246,907	\$4,419,683	\$3,117,749	\$185,122
FUND BALANCE											
Beginning of Period				\$33,565,373	\$1,751,616	\$7,836,833	\$36,283,011	\$14,085,891	\$12,606,787	\$811,837	(\$435,888)
End of Period				\$57,544,169	\$1,877,161	\$11,513,785	\$21,938,604	\$15,332,798	\$17,026,470	\$3,929,587	(\$250,766)

FY 2022 | YTD Expenditures by Object



FY 2022 | Projected Revenues / Expenditures

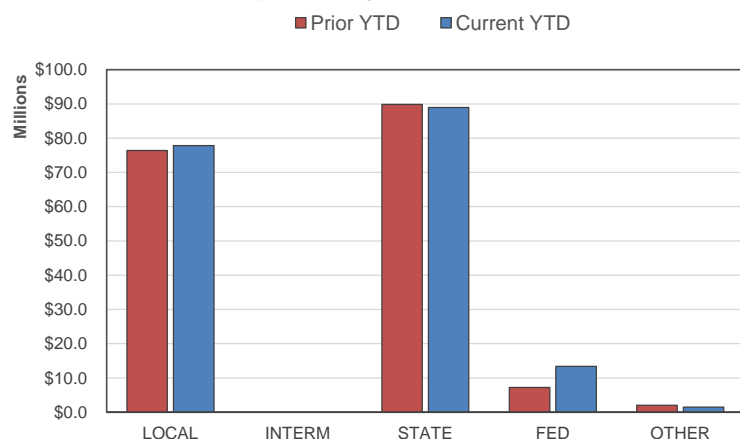


General Fund | Financial Summary

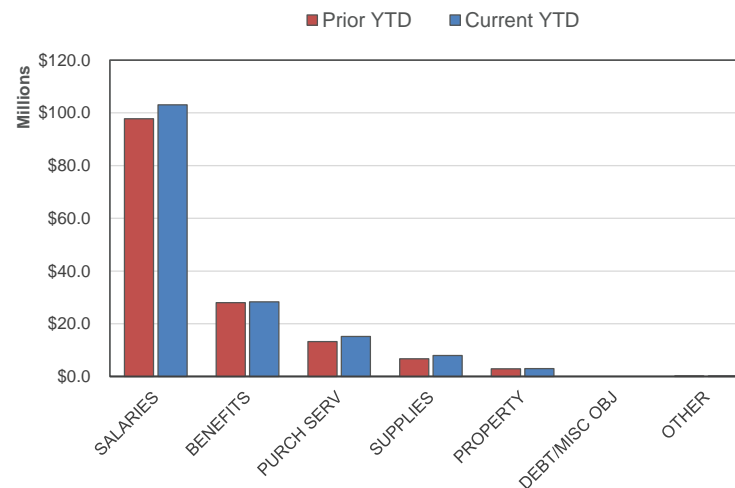
For the Period Ending April 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$76,389,991	\$86,751,306	88.06%	\$77,824,479	\$86,638,134	89.83%
Intermediate	0	0		0	0	
State	89,870,964	120,681,188	74.47%	88,989,669	120,083,815	74.11%
Federal	7,253,296	16,600,792	43.69%	13,353,422	27,109,963	49.26%
Other Financing Sources/Income Items	2,045,515	3,747,716	54.58%	1,459,708	2,036,470	71.68%
TOTAL REVENUE	\$175,559,767	\$227,781,001	77.07%	\$181,627,279	\$235,868,382	77.00%
EXPENDITURES						
Salaries	\$97,795,437	\$141,243,891	69.24%	\$103,048,497	\$136,939,377	75.25%
Employee Benefits	28,033,660	37,200,948	75.36%	28,293,992	34,682,901	81.58%
Purchased Services	13,223,089	22,933,518	57.66%	15,143,603	23,794,258	63.64%
Supplies	6,694,102	8,667,381	77.23%	7,927,525	15,038,064	52.72%
Property	2,907,150	3,594,966	80.87%	3,014,350	3,219,822	93.62%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	186,456	9,155,681	2.04%	220,515	17,708,427	1.25%
TOTAL EXPENDITURES	\$148,839,893	\$222,796,385	66.81%	\$157,648,483	\$231,382,850	68.13%
SURPLUS / (DEFICIT)	\$26,719,874	\$4,984,616		\$23,978,796	\$4,485,532	
ENDING FUND BALANCE	\$55,300,631			\$57,544,169		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object: Prior YTD vs. Current YTD

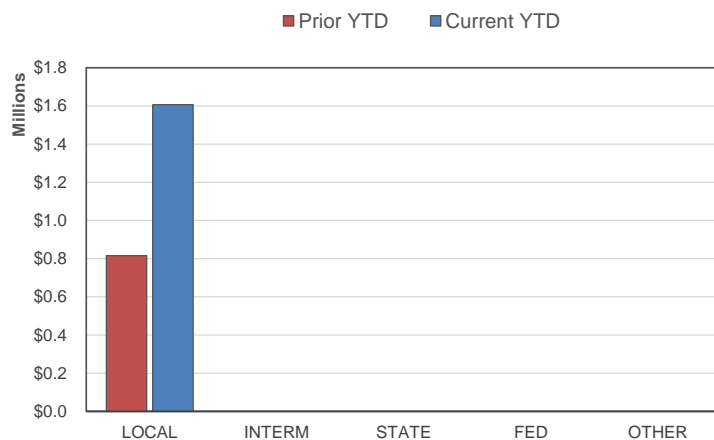


Activity Fund | Financial Summary

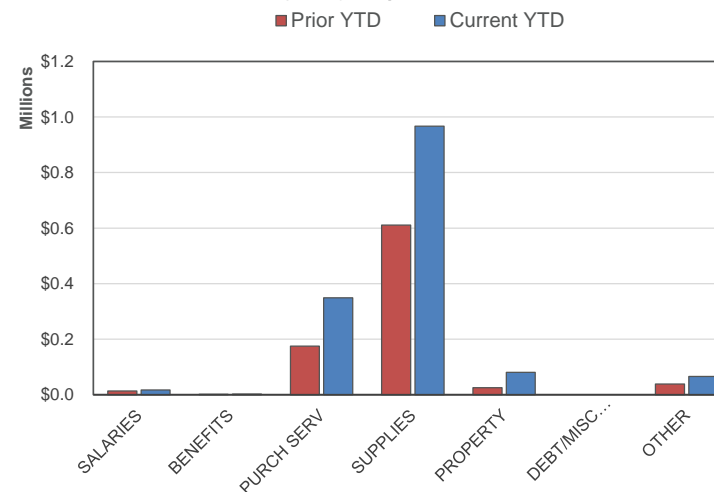
For the Period Ending April 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$815,744	\$1,128,229	72.30%	\$1,606,889	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	160,121	0.00%	0	0	
TOTAL REVENUE	\$815,744	\$1,288,350	63.32%	\$1,606,889	\$0	
EXPENDITURES						
Salaries	\$13,276	\$17,289	76.79%	\$16,794	\$0	
Employee Benefits	1,587	2,064	76.89%	2,092	0	
Purchased Services	175,046	232,584	75.26%	349,091	0	
Supplies	610,865	830,786	73.53%	967,219	0	
Property	25,122	27,692	90.72%	80,288	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	38,575	49,399	78.09%	65,860	0	
TOTAL EXPENDITURES	\$864,470	\$1,159,814	74.54%	\$1,481,343	\$0	
SURPLUS / (DEFICIT)	(\$48,726)	\$128,536		\$125,546	\$0	
ENDING FUND BALANCE	\$1,574,353			\$1,877,161		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

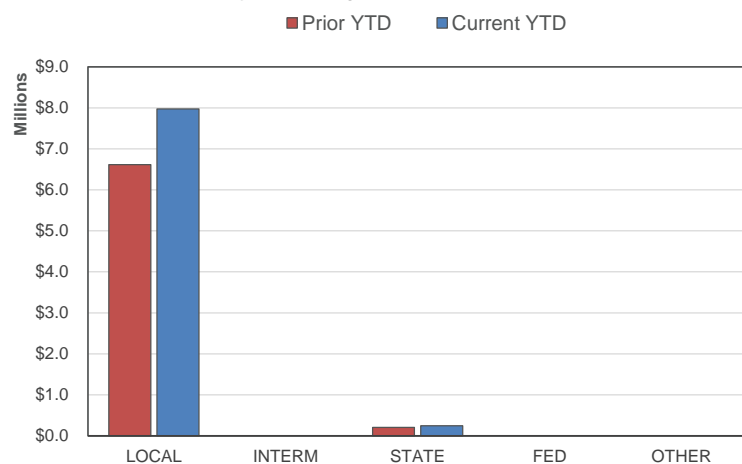


Management Fund | Financial Summary

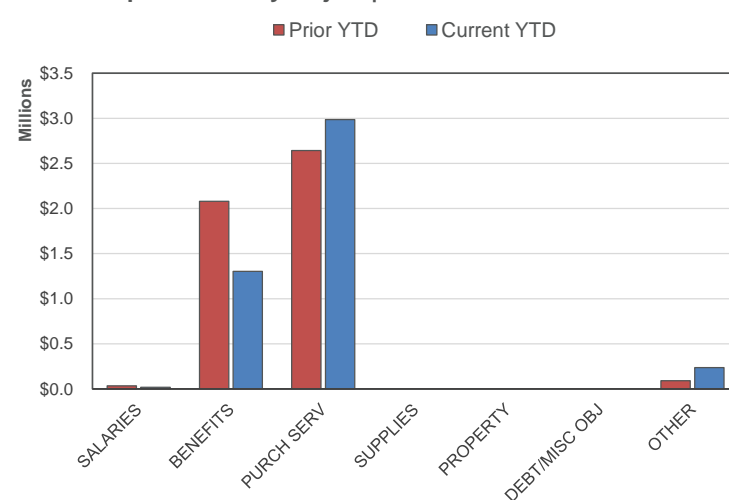
For the Period Ending April 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$6,614,833	\$7,296,630	90.66%	\$7,975,165	\$8,624,224	92.47%
Intermediate	0	0		0	0	
State	206,013	206,013	100.00%	244,053	244,168	99.95%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
TOTAL REVENUE	\$6,820,846	\$7,502,643	90.91%	\$8,219,218	\$8,868,392	92.68%
EXPENDITURES						
Salaries	\$34,106	\$61,072	55.84%	\$18,733	\$20,233	92.59%
Employee Benefits	2,078,938	4,137,411	50.25%	1,302,493	4,711,849	27.64%
Purchased Services	2,642,689	2,661,789	99.28%	2,984,760	3,034,046	98.38%
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	92,110	210,795	43.70%	236,282	250,000	94.51%
TOTAL EXPENDITURES	\$4,847,842	\$7,071,066	68.56%	\$4,542,267	\$8,016,128	56.66%
SURPLUS / (DEFICIT)	\$1,973,004	\$431,577		\$3,676,951	\$852,264	
ENDING FUND BALANCE	\$9,378,261			\$11,513,785		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

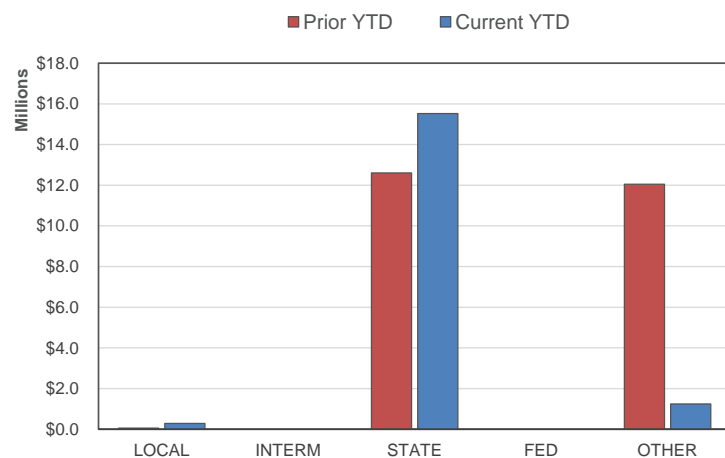


Sales Tax Fund | Financial Summary

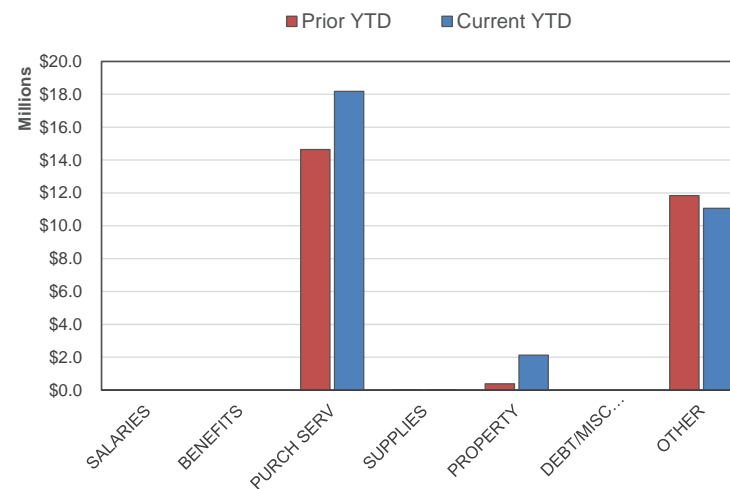
For the Period Ending April 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$52,162	\$96,794	53.89%	\$284,607	\$195,784	145.37%
Intermediate	0	0		0	0	
State	12,602,600	16,827,764	74.89%	15,522,057	18,149,467	85.52%
Federal	0	0		0	0	
Other Financing Sources/Income Items	12,052,044	19,770,403	60.96%	1,238,629	2,047,000	60.51%
TOTAL REVENUE	\$24,706,806	\$36,694,960	67.33%	\$17,045,293	\$20,392,251	83.59%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	14,635,973	22,126,929	66.15%	18,183,931	22,117,140	82.22%
Supplies	13	13	100.00%	6,101	0	
Property	378,136	427,852	88.38%	2,130,706	3,436,660	62.00%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	11,831,133	14,305,665	82.70%	11,068,964	12,945,791	85.50%
TOTAL EXPENDITURES	\$26,845,254	\$36,860,459	72.83%	\$31,389,701	\$38,499,591	81.53%
SURPLUS / (DEFICIT)	(\$2,138,448)	(\$165,499)		(\$14,344,407)	(\$18,107,340)	
ENDING FUND BALANCE	\$34,310,062			\$21,938,604		

Revenues by Source | Prior YTD vs. Current YTD



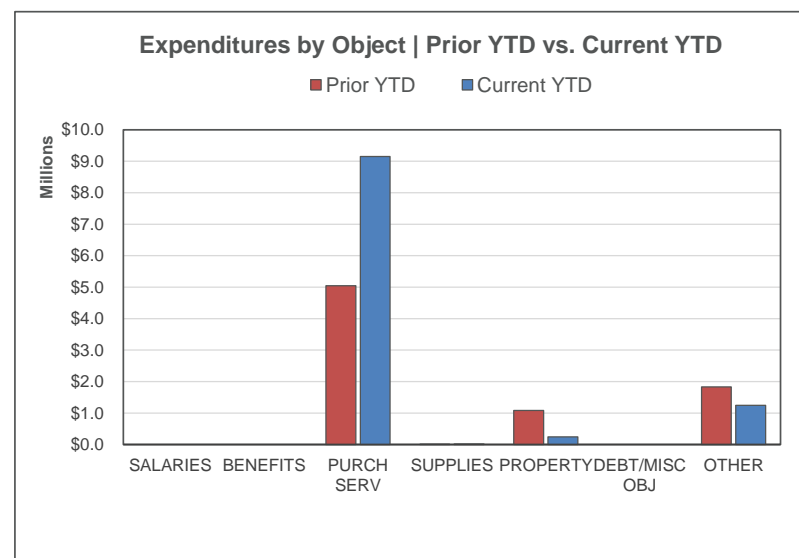
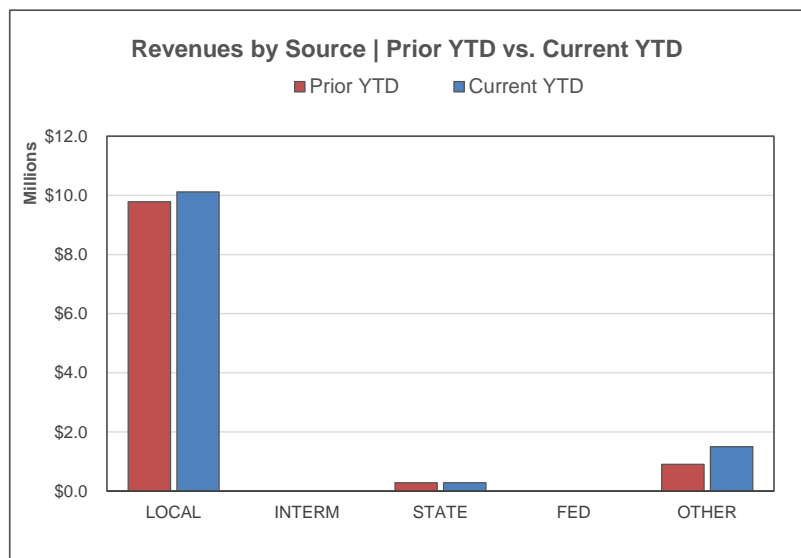
Expenditures by Object | Prior YTD vs. Current YTD



PPEL | Financial Summary

For the Period Ending April 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$9,784,553	\$10,822,581	90.41%	\$10,116,367	\$10,863,325	93.12%
Intermediate	0	0		0	0	
State	281,012	781,012	35.98%	281,847	281,847	100.00%
Federal	0	0		0	0	
Other Financing Sources/Income Items	905,001	1,044,089	86.68%	1,499,050	39,750	3771.20%
TOTAL REVENUE	\$10,970,565	\$12,647,682	86.74%	\$11,897,264	\$11,184,922	106.37%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	5,047,735	7,062,501	71.47%	9,150,709	10,899,370	83.96%
Supplies	11,892	16,537	71.91%	12,756	0	
Property	1,083,888	1,083,888	100.00%	242,928	1,319,100	18.42%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,829,517	2,377,242	76.96%	1,243,964	2,077,553	59.88%
TOTAL EXPENDITURES	\$7,973,033	\$10,540,169	75.64%	\$10,650,357	\$14,296,023	74.50%
SURPLUS / (DEFICIT)	\$2,997,533	\$2,107,514		\$1,246,907	(\$3,111,101)	
ENDING FUND BALANCE	\$14,975,910			\$15,332,798		

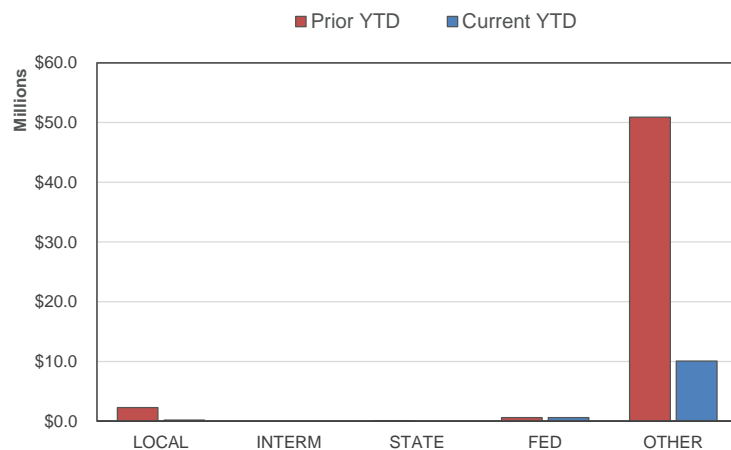


Debt Service | Financial Summary

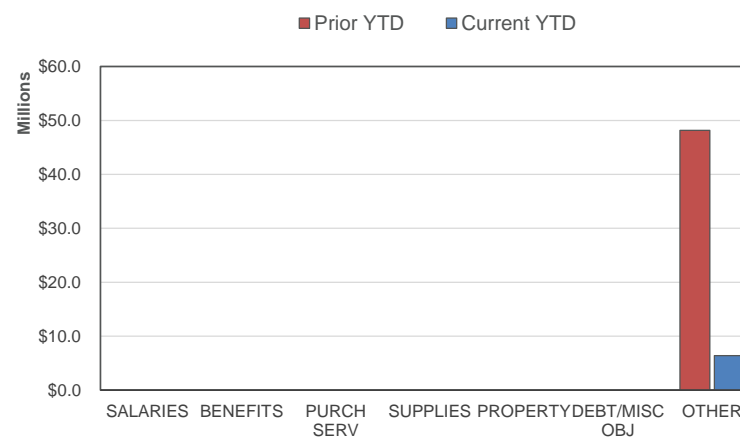
For the Period Ending April 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$2,279,674	\$2,509,504	90.84%	\$169,626	\$171,500	98.91%
Intermediate	0	0		0	0	
State	62,131	62,131	100.00%	0	0	
Federal	584,553	584,553	100.00%	585,174	585,174	100.00%
Other Financing Sources/Income Items	50,893,728	52,777,217	96.43%	10,060,702	11,933,344	84.31%
TOTAL REVENUE	\$53,820,086	\$55,933,405	96.22%	\$10,815,501	\$12,690,018	85.23%
EXPENDITURES						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	0	0		0	0	
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	48,151,777	56,057,243	85.90%	6,395,818	11,932,743	53.60%
TOTAL EXPENDITURES	\$48,151,777	\$56,057,243	85.90%	\$6,395,818	\$11,932,743	53.60%
SURPLUS / (DEFICIT)	\$5,668,309	(\$123,838)		\$4,419,683	\$757,275	
ENDING FUND BALANCE	\$18,398,934			\$17,026,470		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

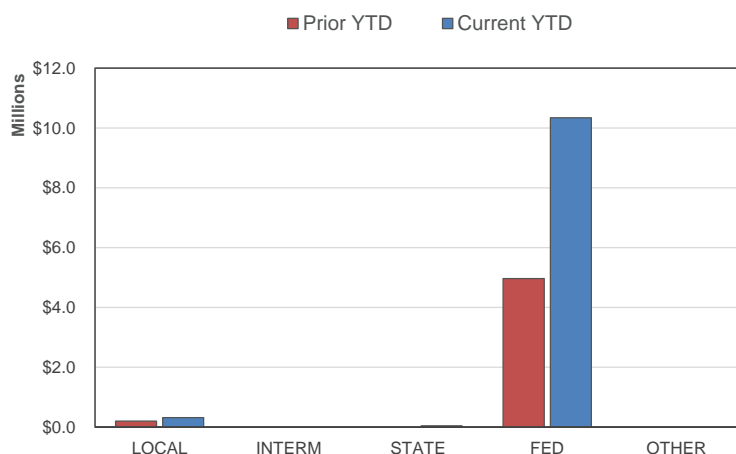


School Nutrition | Financial Summary

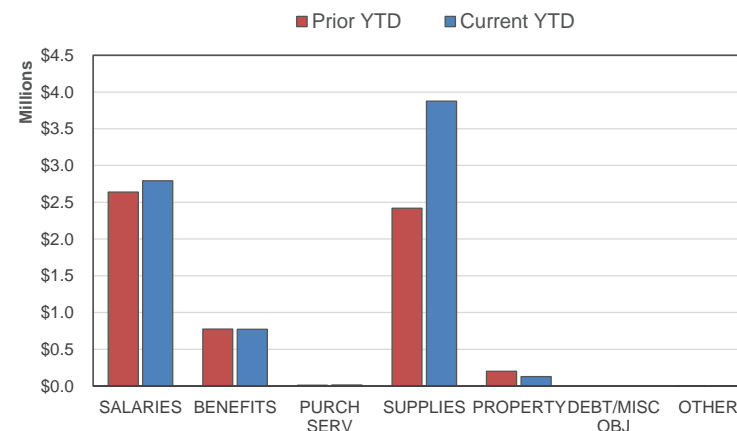
For the Period Ending April 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$200,210	\$258,825	77.35%	\$314,813	\$311,900	100.93%
Intermediate	0	0		0	0	
State	0	56,484	0.00%	45,315	65,000	69.72%
Federal	4,964,999	8,043,263	61.73%	10,340,337	10,565,652	97.87%
Other Financing Sources/Income Items	0	66,944	0.00%	0	0	
TOTAL REVENUE	\$5,165,209	\$8,425,516	61.30%	\$10,700,465	\$10,942,552	97.79%
EXPENDITURES						
Salaries	\$2,638,621	\$3,385,553	77.94%	\$2,791,764	\$2,975,353	93.83%
Employee Benefits	773,694	1,328,965	58.22%	772,226	1,203,862	64.15%
Purchased Services	12,635	32,633	38.72%	13,675	35,000	39.07%
Supplies	2,420,204	4,075,871	59.38%	3,877,276	4,323,785	89.67%
Property	201,265	114,647	175.55%	127,161	275,000	46.24%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,090	563,269	0.19%	613	1,171,000	0.05%
TOTAL EXPENDITURES	\$6,047,511	\$9,500,938	63.65%	\$7,582,715	\$9,983,999	75.95%
SURPLUS / (DEFICIT)	(\$882,302)	(\$1,075,421)		\$3,117,749	\$958,553	
ENDING FUND BALANCE	\$1,004,956			\$3,929,587		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD

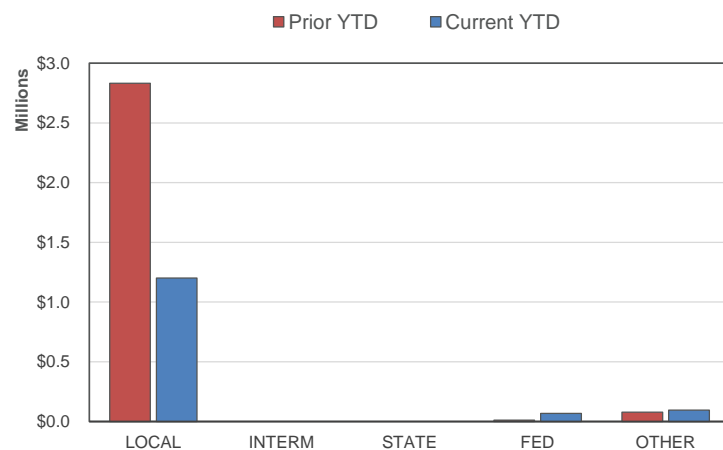


Other 60 Funds | Financial Summary

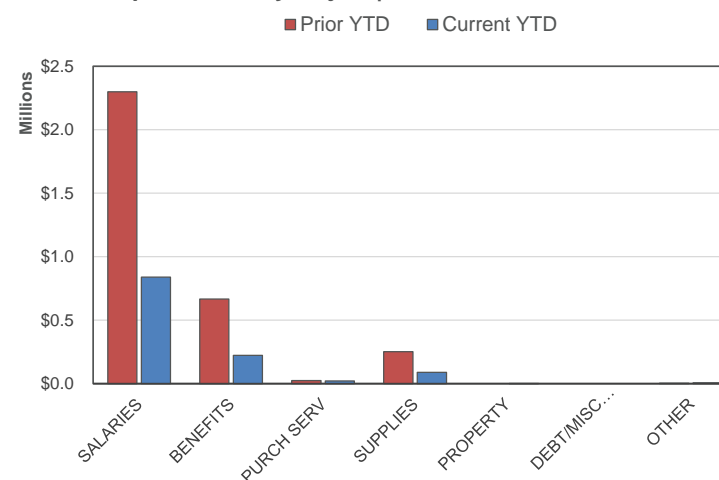
For the Period Ending April 30, 2022

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
REVENUES						
Local	\$2,831,258	\$3,226,107	87.76%	\$1,200,610	\$1,123,460	106.87%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	11,713	114,499	10.23%	67,715	53,106	127.51%
Other Financing Sources/Income Items	77,940	141,646	55.02%	96,348	108,392	88.89%
TOTAL REVENUE	\$2,920,911	\$3,482,253	83.88%	\$1,364,673	\$1,284,958	106.20%
EXPENDITURES						
Salaries	\$2,298,606	\$2,425,027	94.79%	\$839,880	\$952,570	88.17%
Employee Benefits	666,365	464,183	143.56%	222,932	246,727	90.36%
Purchased Services	24,620	27,400	89.85%	20,743	19,505	106.35%
Supplies	252,318	157,428	160.28%	89,626	88,950	100.76%
Property	0	1,747	0.00%	329	1,800	18.28%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	3,325	6,058	54.88%	6,041	6,670	90.57%
TOTAL EXPENDITURES	\$3,245,234	\$3,081,842	105.30%	\$1,179,551	\$1,316,222	89.62%
SURPLUS / (DEFICIT)	(\$324,323)	\$400,411		\$185,122	(\$31,264)	
ENDING FUND BALANCE	(\$1,160,622)			(\$250,766)		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD



CONSENT AGENDA

BA-22-004/12 Statement of Receipts, Disbursements, and Cash Balances Report - April 2022 (David Nicholson)

Exhibit: BA-22-004/12.1

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Iowa Code Chapter 291 and by Board Regulation 703.2. Cash receipts for the month ended April 30, 2022 were \$52,874,374.43 and cash disbursements were \$53,103,522.11. The investment balance on April 30, 2022 was \$92,589,788.09.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of April 2022.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED APRIL 30, 2022

<u>CASH</u>	<u>BALANCE</u> <u>3/31/2022</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u> <u>4/30/2022</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 13,896,605.86	\$ 39,877,526.81	\$ 44,560,317.68	\$ 9,213,814.99
22-Management Fund	1,445,698.83	3,200,722.22	1,125,896.92	3,520,524.13
Total - General and Management Funds	15,342,304.69	43,078,249.03	45,686,214.60	12,734,339.12
<u>Student Activity Fund</u>				
21-Student Activity Fund	1,514,453.71	109,940.42	179,697.14	1,444,696.99
21-Cash on Hand	3,900.00	-	-	3,900.00
Total-Student Activity Fund	1,518,353.71	109,940.42	179,697.14	1,448,596.99
<u>Food & Nutrition Fund</u>				
61-Food & Nutrition Fund	2,876,382.09	1,165,564.26	1,153,384.30	2,888,562.05
61-Petty Cash	2,305.50	-	-	2,305.50
Total - Food & Nutrition Fund	2,878,687.59	1,165,564.26	1,153,384.30	2,890,867.55
<u>Daycare Fund</u>				
62-Five Seasons Daycare Fund	1,541,175.78	129,451.12	144,891.09	1,525,735.81
<u>Capital Projects Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	1,258,901.73	3,416,448.55	2,446,833.22	2,228,517.06
36-Physical Plant & Equip (PPEL) Fund	3,949,333.69	3,949,322.61	2,470,247.76	5,428,408.54
40-Debt Service Fund	150,783.59	1,025,398.44	1,025,254.00	150,928.03
Total - Schoolhouse Funds	5,359,019.01	8,391,169.60	5,942,334.98	7,807,853.63
TOTAL CASH - ALL FUNDS	\$ 26,639,540.78	\$ 52,874,374.43	\$ 53,106,522.11	\$ 26,407,393.10

INVESTMENTS**RESTRICTED INVESTMENT FUNDS****Schoolhouse Fund-Held for Bond Payments**

33-SAVE Fund - Sinking Funds/UMB	\$ 1,348,993.28	\$ 54.39	\$ -	\$ 1,349,047.67
40-Debt Service Fund - Sinking Funds/UMB	14,902,192.62	938,463.62	-	15,840,656.24
TOTAL RESTRICTED INVESTMENTS	\$ 16,251,185.90	\$ 938,518.01	\$ -	\$ 17,189,703.91

UNRESTRICTED INVESTMENT FUNDS

	<u>BALANCE</u> <u>3/31/2022</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u> <u>4/30/2022</u>
<u>General and Management Funds</u>				
10-General Fund	\$ 16,000,000.00	\$ 22,000,000.00	\$ -	\$ 38,000,000.00
10-General Fund CD's ISJIT	13,483,408.57	69.84	-	13,483,478.41
22-Management Fund	7,000,000.00	1,000,000.00	-	8,000,000.00
Total - General and Management Funds	36,483,408.57	23,000,069.84	-	59,483,478.41
<u>Student Activity Fund</u>				
21-Student Activity Fund	467,587.26	24.82	37,629.85	429,982.23
<u>Food & Nutrition</u>				
61-Food & Nutrition Fund	1,500,000.00	-	-	1,500,000.00
<u>Capital Projects Funds</u>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	22,141,165.98	276.01	2,000,000.00	20,141,441.99
36-Physical Plant & Equip (PPEL) Fund	10,000,000.00	-	-	10,000,000.00
40-Debt Service Fund	1,034,885.46	-	-	1,034,885.46
Total - Schoolhouse Funds	33,176,051.44	276.01	2,000,000.00	31,176,327.45
TOTAL UNRESTRICTED INVESTMENTS	\$ 71,627,047.27	\$ 23,000,370.67	\$ 2,037,629.85	\$ 92,589,788.09

	<u>GENERAL</u> <u>FUND</u>	<u>STUDENT</u> <u>ACTIVITY FUND</u>	<u>FOOD &</u> <u>NUTRITION FUND</u>	<u>DAYCARE</u> <u>FUND</u>	<u>CAPITAL PROJECTS</u> <u>FUND</u>	<u>ALL</u> <u>FUNDS</u>
<u>BALANCES</u>						
Cash	\$ 12,734,339.12	\$ 1,448,596.99	\$ 2,890,867.55	\$ 1,525,735.81	\$ 7,807,853.63	\$ 26,407,393.10
Restricted Funds	-	-	-	-	17,189,703.91	17,189,703.91
Investments	59,483,478.41	429,982.23	1,500,000.00	-	31,176,327.45	92,589,788.09
Total	\$ 72,217,817.53	\$ 1,878,579.22	\$ 4,390,867.55	\$ 1,525,735.81	\$ 56,173,884.99	\$ 136,186,885.10

CONSENT AGENDA

BA-22-005/11 Investments Report – April 2022 (David Nicholson)

Exhibit: BA-22-005/11.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of April 2022. Investments purchased during the month totaled \$23,000,370.67, and investments redeemed during the month totaled \$2,037,629.85. The current interest rate for US Bank is 0.0580%, in comparison to 0.03% at US Bank in April 2021. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for April 2022 is 0.024%, in comparison to 0.02% in April 2021. In November 2021 an ISJIT CD was purchased and is receiving a 0.1% interest rate.

INVESTMENTS - April 2022

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Invest	April 28, 2022	\$	22,000,000.00	US Bank	22,000,000.00	-
Interest	April 30, 2022	\$	69.84	US Bank~ISJIT Apr'22 Int	69.84	-
				Fund Total	<u>22,000,069.84</u>	<u>-</u>
<u>Management Fund</u>						
Invest	April 28, 2022	\$	1,000,000.00	US Bank	1,000,000.00	-
				Fund Total	<u>1,000,000.00</u>	<u>-</u>
<u>Student Activity Fund</u>						
Maturity	April 15, 2022	\$	37,129.85	US Bank		
Redeem	April 18, 2022	\$	500.00	US Bank	-	37,129.85
Interest	April 30, 2022	\$	24.82	US Bank	500.00	
				Fund Total	<u>24.82</u>	<u>-</u>
				Fund Total	<u>24.82</u>	<u>37,629.85</u>
<u>Food & Nutrition Fund</u>						
N/A						-
				Fund Total	<u>-</u>	<u>-</u>
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Redeem	April 28, 2022	\$	2,000,000.00	US Bank	-	2,000,000.00
Invest	April 30, 2022		276.01	US Bank	276.01	-
				Fund Total	<u>276.01</u>	<u>2,000,000.00</u>
<u>Physical Plant & Equipment Fund (PPEL)</u>						
N/A						-
				Fund Total	<u>-</u>	<u>-</u>
<u>Debt Services Fund</u>						
N/A						-
				Fund Total	<u>-</u>	<u>-</u>
<u>GRAND TOTAL</u>				<u>\$ 23,000,370.67</u>	<u>\$ 2,037,629.85</u>	

CONSENT AGENDA

BA-22-008/14 Open Enrollment – Denial 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-22-008/14.1

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 2022-2023 School Year.

Board Meeting: Monday, June 13, 2022

OPEN ENROLLMENT DENIALS 2022-2023 SCHOOL YEAR

EXIT Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
K. & T. Noonan	S. Miller	7	Cedar Rapids Community School District	Center Point Urbana School District
Reason: Doesn't meet pervasive harassment criteria Doesn't meet severe health condition criteria				
M. Hardy	H. Hardy	11	Cedar Rapids Community School District	Clear Creek Amana School District
Reason: Application filed late with no good cause				
S. Vigil	L. Vigil	1	Cedar Rapids Community School District	Linn Mar Community School District
Reason: Application filed late with no good cause				
L. & M. Miller	I. Miller	10	Cedar Rapids Community School District	Marion Independent School District
Reason: Doesn't meet pervasive harassment criteria				

**TOTALS: 1 Center Point Urbana CSD
1 Clear Creek Amana CSD
1 Linn Mar CSD
1 Marion Independent SD**

CONSENT AGENDA

BA-22-009/19 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/19.1-9

Action Item Motion/2nd/Roll Call

Recommendation:

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

BA-22-009/19 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, Lonna	\$110,685.00	Curriculum Coordinator ELSC	7/1/2022
Brees, Michael	\$52,850.00	Science Jefferson	8/9/2022
Bunge, Jesse	\$57,950.00	Vocal Music Jefferson	8/9/2022
Carter, Kimberly	\$128,612.00	Principal Kenwood	7/1/2022
Cerrato, Elaine	\$75,750.00	Math McKinley	8/9/2022
Fosnaugh, Corrine	\$52,850.00	Art Johnson	8/9/2022
Freeman, Kristina	\$46,000.00	Language Arts/Math Wilson	8/9/2022
Gillmore, Cassandra	\$46,000.00	Language Arts Roosevelt	8/9/2022
Gorman, David	\$46,000.00	Music Harding	8/9/2022
Hatfield, Martha	\$55,050 (prorated)	Art Arthur/Maple Grove/Gibson	8/9/2022
Heimerman, Camden	\$46,000.00	Music Nixon	8/9/2022
Herman, Rebecca	\$74,050.00	Iowa BIG Teacher Iowa BIG	8/9/22
Kimbro, Sarah	\$51,450.00	Kindergarten Arthur	8/9/22
Kinney, Kaylin	\$2,730.00	Softball Asst Kennedy	2021-2022 School Year

Klostermann, Morgan	\$46,000.00	Kindergarten Johnson	8/9/2022
Lenten, Bria	\$52,850.00	Counselor Roosevelt	8/9/2022
Manley, Emily	\$46,000.00	3rd Grade Erskine	8/9/2022
Milster, Elizabeth	\$46,000.00	Language Arts McKinley	8/9/2022
Nester, Devon	\$46,000.00	4th Grade Cleveland	8/9/2022
Neswick, Jonathan	\$46,000.00	Vocal Music Jefferson	8/9/2022
Pennock, Skyler	\$46,000.00	5th Grade Hoover	8/9/2022
Schmickley, Leah	\$46,000.00	Language Arts Wilson	8/9/22
Simmons, Joshua	\$3,168.00	WM Track MS Roosevelt	2021-2022 School Year
Underwood, Doreen	\$110,685.00	Curriculum Coordinator ELSC	7/1/2022
Wibben, Emily	\$46,000.00	1st Grade Wright	8/9/2022
Wiley, Elisabeth	\$45,082.00	Engagement Specialist Jefferson	5/9/2022
Yedlik, Dawn	\$53,750 (prorated)	Early Learning (0.5 FTE) West Willow	8/9/2022

GRANTING LEAVE OF ABSENCE - SALARIED STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Gjerde, Eric	General	Multicategorical Teacher Jefferson	2022-2023 School Year
Trumpold, Melissa	General	BF Teacher Wilson	2022-2023 School Year

Zimmerman, Laura	General (Correction from Resignation)	ELL Teacher Roosevelt	2022-2023 School Year
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CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Barnes, Candra	\$52,850.00	5th Grade Wright	8/9/2022
Foreman, Amanda	\$70,000.00	Food & Nutrition Supervisor ELSC	6/13/2022
Galbraith, Jonathan	\$126,060.00	Director of Operation ELSC	7/1/2022
Hogan, Karla	\$161,556.00	Executive Director ELSC	7/1/2022
Kelso, Kristina	\$46,000.00	Special Education Maple Grove	8/9/2022
Neff, Stephanie	\$67,250.00	Family and Consumer Sci Washington	8/9/2022
Parker, April	\$46,505.00	Engagement Specialist Grant Wood	8/17/2022
Wilkie, Kimberly	\$46,000.00	Special Education Wilson	8/9/2022

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Andeway, Emma	Personal	Homeless Services Spc ESLC	6/7/2022
Ball, Amy	Personal	Special Education Taft	6/3/2022
Behmer, Joseph	Personal	Facilitator/Activities Coor. Roosevelt	6/30/2022
Brown, Jeremy	Personal	Exploratory Wilson	5/20/2022

Camacho, Jessica	Personal	ELL Wilson	6/3/2022
Castelan, Ismenia	Personal	ELL Washington	6/3/2022
Colony, Sarah	Personal	Induction Coach ELSC	6/3/2022
Davies, Beth	Personal	Instrumental Music Franklin	6/30/2022
Delagardelle, Toni	Personal	Nurse Practitioner ELSC	6/3/2022
Erusha, Stephanie	Personal	Kindergarten Cedar River Academy	6/3/2022
Fisher, Mindy	Personal	Kindergarten Johnson	6/3/2022
Fitzpatrick, Krystal	Personal	Science Washington	6/3/2022
Fratzke, Molly	Personal	8th Grade Harding	6/3/2022
Given, Amy	Personal	Special Education Roosevelt	6/3/2022
Hartley, Chad	Personal	Counselor Grant	6/3/2022
Havlik, Jessica	Personal	Title I Nixon	6/3/2022
Hodges, Brandon	Personal	Special Ed Interventionist Harrison Connect	6/7/2022
Jefferson, Anetria	Personal	Language Arts McKinley	7/11/2022
Jones, Leslie	Personal	8th Grade Franklin	6/3/2022

Kenny, Mark	Personal	Math Harding	6/3/2022
Klaren, Samantha	Personal	Special Education Johnson	6/3/2022
Miller, Braden	Personal	Special Education Truman	6/3/2022
Mnayer, Jamie	Personal	3rd Grade Erskine	6/3/2022
Moran, Michael	Personal	Social Studies/Instr. Coach Washington	6/3/2022
Norton, Wilbert	Personal	8th Grade Wilson	6/3/2022
Parsons, Lauren	Personal	Special Education Jackson	6/3/2022
Ptacek, Lucas	Personal	Principal Franklin	6/30/2022
Rowan, Jessica	Personal	Math Roosevelt	6/3/2022
Sherwood, Alexander	Personal	Special Education Harding	6/3/2022
Shoemaker, Amy	Personal	Special Education Washington	6/3/2022
Stineman, Kristine	Personal	2nd Grade Garfield	6/3/2022
Stinger, Katelyn	Personal	Physical Education Arthur/Wright	6/3/2022
Suiter, Abigail	Personal	Language Arts Roosevelt	6/3/2022
Sullivan, Barbara	Personal	Language Arts/Instr. Coach Taft	6/3/2022

Thorp, Nicolas	Personal	Special Education Polk	6/3/2022
Werling, Krista	Personal	Early Learning Hoover	6/3/2022
Zangerle, Jill	Personal	Kindergarten Johnson	6/3/2022

RETIREMENT - SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Dierks, Mark		7th Grade Harding	6/3/2022
Gilbert, Scott		Exploratory Wilson	6/3/2022
Kincaid, Paula		Special Education Jefferson	6/3/2022
Pickering, Trace		Executive Director Iowa BIG	6/30/2022

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Barnes, Jurisha	\$12.32	Food Service Asst Harrison	5/16/2022
Hill, Joycelyn	\$17.06	Custodian II - 3rd Shift Washington	5/9/2022
Mathews, Karsyn	\$15.50	Paraprofessional Jackson	5/23/2022
McLeod, Ashley	\$16.91	Custodian II Washington	5/23/2022
Palmer, Abigail	\$16.04	Principal Secretary Cleveland	5/31/2022
West, Anna	\$15.50	Paraprofessional McKinely	5/23/2022
Yared, Karine	\$12.32	Food Service Asst Kenwood	5/16/2022

CHANGE OF GRADE / POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Breitbach, Lori	\$16.79	Principal Secretary Kenwood	7/1/2022
Elossais, Afifi	\$15.11	Elementary Asst Mgr Erskine	5/15/2022
Townsend, Kayla	\$19.92	Behavior Tech Grant Wood	8/22/2022
Viall, Sara	\$16.58	Elementary Mgr Erskine	5/16/2022
Yuska, Jennifer	\$15.27	Health Secretary Arthur	6/1/2022

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Betterton, Kelsey	Personal	Paraprofessional West Willow	06/01/2022
Buckley, Dominique	Personal	Paraprofessional McKinley	06/01/2022
Byrd, Destiny	Personal	Behavior Tech/ Paraprofessional Nixon	06/01/2022
Chambers, Wanda	Personal	Bus Attendant ELSC	4/29/2022
Chapman, Amber	Personal	Paraprofessional Arthur	5/20/2022
Kelly, Paula	Personal	Paraprofessional Polk	5/20/2022
Leitch, Andrea	Personal	Secondary Cook / Asst Mgr Franklin	5/6/2022
Levy, Ralonda	Personal	Child Care On-Site Sup Viola Gibson	6/3/2022

Matis, Vanessa	Personal	Behavior Technician West Willow	6/1/2022
McKeown, Haley	Personal	Paraprofessional Grant	5/6/2022
Myers, Rachel	Personal	Childcare Professional Viola Gibson	6/3/2022
Preston, Kendra	Personal	Paraprofessional Hiawatha	6/1/2022
Seevell, Jennifer	Personal	Transportation Driver ELSC	6/13/22
Tenley, Juliet	Personal	Paraprofessional Kenwood	5/9/2022 (correction)
Trickey, Benjamin	Personal	Custodian II Floater ELSC	5/6/2022
Turner, Bianca	Personal	Principal Secretary McKinley	5/4/2022
Ulch, Kerri	Personal	Paraprofessional Washington	5/6/2022
Underwood, Kayla	Personal	Childcare Professional Viola Gibson	6/3/2022
Welsh, Scotty	Personal	Transportation Driver ELSC	5/20/2022
Williams, Deborah	Personal	Paraprofessional Pierce	5/11/2022

RETIREMENT - HOURLY STAFF

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Bristow, Carol	Paraprofessional West Willow	6/1/2022
Cooper, Randy	Distribution Specialist ELSC	6/30/2022

Hughes, Terrance	Custodian II Kennedy	7/25/2022
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Saunders, Karen	Paraprofessional Grant Wood	6/1/2022
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SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Goetzinger, Charlie	\$7,200.00	Blended Academy Prep	4/30/2022

EDUCATIONAL REIMBURSEMENT

<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Cuebas, Hector	\$450.00	5	6/13/2022
Halligan, Katie	\$1,047.00	7	6/13/2022
Leeper, Sarah	\$523.50	7	6/13/2022

VACATION ACCRUAL PAYOUT

<u>Workgroup</u>	<u>Amount</u>	<u>FICA</u>	<u>Total</u>
Secretaries	\$276,155.00	\$21,126.00	\$297,281.00
Custodians	\$344,803.00	\$26,377.00	\$371,180.00
Carpenters	\$30,567.00	\$2,338.00	\$32,905.00
Painters	\$18,896.00	\$1,446.00	\$20,342.00
TOTAL	\$670,421.00	\$51,287.00	\$721,708.00

CONSENT AGENDA

BA-22-011/11 Policy Manual – Review & Revisions – Policy 411 “Charter/Innovation Zone Schools”, Regulations 411.1 “Charter & Innovation Zone Schools Application”, 602.4 “School Attendance Areas”, Procedures 606.1b “Destruction of Records of Special Education Students”, 606.2a “Student Library Circulation Records”, Policies 1000 “District Communication & Comm Relations”, 1001 “School-Community Relationships”, Regulations 1001.1 “Distribution of Non-District Materials”, 1001.2 “Relations with News Media”, Procedure 1001.2a “Cooperating with Media”, Regulations 1001.3 “Releases to News Media”, 1001.5 “Media Broadcasts of Athletic Contests”, 1002.3 “Interactions with Students”, Policy 1006 “Art Collection”, Regulation 1006.1 “Art Collection Management”, Policy 1008 “Public Records”, Procedure 1008a “Request for Public Records” (**Noreen Bush/Laurel Day**)

Exhibit: BA-22-011/11.1-19

Information Item

Pertinent Fact(s):

1. The Board of Education reviews policies, regulations, and procedures at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.
2. The agenda item includes Policies, Regulations, and Procedures that has been revised based on changes to state and/or federal law.

Policy Manual #	Title	Action
411	Charter/Innovation Zone Schools	Revised
411.1	Charter & Innovation Zone Schools – Application	Revised
602.4	School Attendance Areas	Revised
606.1b	Destruction of Records of Special Education Students	Revised
606.2a	Student Library Circulation Records	Revised
1000	District Communications & Community Relations	Reviewed
1001	School-Community Relationships	Reviewed
1001.1	Distribution of Non-District Materials	Revised
1001.2	Relations with the News Media	Revised
1001.3	Releases to the News Media	Revised
1001.5	Media Broadcasts of Athletic Contests	Reviewed
1002.3	Interactions with Students	Revised
1006	Art Collection	Reviewed
1006.1	Art Collection Management	Revised
1008	Public Records	Revised
1008a	Request for Public Records	Revised

~~CHARTER/INNOVATION ZONE SCHOOLS~~

~~All Charter and Innovation Zone Schools in Iowa are public schools. A Charter School is defined as a new school designated by the State Board and created within an existing attendance center or is a new school created by converting an existing attendance center to charter status. A Charter School or an Innovation Zone School may be established in the District pursuant to Iowa Code 256F. Applications must be on file with the Board Secretary on or before October 1st of any given year in order for the application to be considered for the next school year. No application will be accepted for the next school year after October 1st.~~

~~In determining the merits of any application, the District shall incorporate the standards identified by Iowa Code 256F and the Iowa Department of Education's application for Charter Schools and Innovation Zone Schools. In addition, any applicant shall meet the District's requirements as identified in Board Regulation 411.1~~

Legal Reference: ~~Iowa Code §§ 256F~~
~~281 I.A.C. 68~~

~~Approved: 06-27-11~~
~~Reviewed: 03-26-18~~

Charter and Innovation Zone Schools – Application

~~The District will utilize the procedural guidance as provided in the Application for Charter School Programs or Innovation Zone School Programs as set forth in the latest approved application packet provided by the Iowa State Department of Education. The ranking and scoring guidance shall be followed with the consideration of the additional local factors:~~

- ~~1) District class size parameters shall be enforced in all programming offered in the Charter School.~~
- ~~2) No Charter or Innovation Zone School shall be approved that requires the District to assume, maintain, or lease facilities beyond those existing facilities required to serve the students currently enrolled in the District.~~
- ~~3) The mission, purpose, innovation, and specialized focus of the Charter and Innovation Zone Schools shall be consistent with the vision, mission, core values, goals, and guiding philosophy of the District.~~
- ~~4) The District accepts responsibility to maintain, offer, supervise, and evaluate an educational program. A minimum score of 95/100 is required on the ranking and scoring guidelines due to the serious and consequential nature of a student's educational programming.~~
- ~~5) An administrative committee, appointed by the Superintendent of Schools, is authorized to carry out the required administrative functions of the Board and make a recommendation to the Board regarding approval or denial of an application.~~
- ~~6) Required Board minimum activities outlined in the State approved application shall be conducted after the submission of an application for a Charter or Innovation Zone School. The decision of the Board of Directors will be based upon these criteria and other legitimate educational and business reasons.~~

~~The Charter or Innovation Zone School shall operate as part of the District and is accountable to the Cedar Rapids Community School District Board of Directors. The Board, in consultation with the appointed Advisory Council for the Charter or Innovation Zone School, shall decide matters related to the operation of the school including budgeting, curriculum, contracting for services, and operating procedures. The Board of Directors decision may be guided but is not bound solely by the considered criteria.~~

Legal Reference: ~~Iowa Code §§ 256F~~
~~281 I.A.C. 68~~

Approved: 06-13-11
Reviewed: 02-26-18

Regulation 602.4

School Attendance Areas

The Board of Directors will have complete discretion to determine the boundaries for each attendance center and to assign students to the attendance centers.

It is the responsibility of the Superintendent/designee to consider, at least once every five years, the geographical layout of the school district, the condition and location of the district facilities, the location of student population, transportation needs, financial condition of the district, and other factors deemed relevant by the Superintendent or the Board. The Superintendent may make a recommendation to the Board regarding the assigned attendance centers.

Students will be assigned to attend school in the attendance area in which **they reside** ~~their custodial parent/guardian resides~~. Exceptions to attending the school of residence must have the approval of the Superintendent/designee. Proof of guardianship and/or residence may be required.

If the parent/guardian **or eligible student** changes residence within the District and wishes to ~~have their student~~ continue attending their current school, the permit procedure (Procedure 602.4a) will be followed.

A parent/guardian **or eligible student** who requests that ~~they their student~~ attend a school in another attendance area, in accordance with the provisions of this regulation, shall be responsible for the student's transportation to and from school.

If the ~~parent/guardian~~ student moves into another school district, they are required to complete a request for Open

Enrollment ~~for their student~~ to continue attending the Cedar Rapids Community School District.

Legal Reference: Iowa Code §§ 279.11; 282.7-8

Approved: 02-14-78
Revised: 05-11-87
03-14-88
Reviewed: 01-22-90
Revised: 03-12-90
Revised: 04-05-93
11-11-96
11-09-98
09-10-01
Reviewed: 03-24-08
Revised: 12-08-14
02-26-18

Procedure 606.1b

Destruction of Records of Special Education Students

When information that identifies a particular student is no longer needed to provide special education services to the student, and the record is at least three years old, the school of attendance shall notify the parent/legal guardian or eligible student that the District intends to destroy the record on a date 30 or more calendar days after the notice is mailed or delivered. If the parent or eligible student then requests destruction, the record shall be destroyed. If the parent or eligible student requests that the record not be destroyed, the parent or eligible student may retrieve the record and/or may request that the record be maintained by the District. If the District still desires to destroy the record, the parent or eligible student may appeal the planned destruction utilizing the procedures of Regulation 606.3.

If a parent or eligible student initiates a request for destruction of a record of a student receiving special education services, the ***appropriate administrator*** ~~Executive Director of Special Services~~ shall determine if the record is no longer educationally relevant and may be destroyed. The decision of the ***administrator*** ~~Executive Director of Special Services~~ may be appealed utilizing the procedures for amending student records pursuant to Regulation 606.3.

Legal Reference: 281 I.A.C. 41

Cross Reference: Regulation 606.3

Approved: 05-18-87
Reviewed: 05-12-90
Revised: 02-28-94
Reviewed: 07-15-96
Revised: 12-14-98
11-12-12
09-24-18

Procedure 606.2a

Student Library Circulation Records

Student library circulation records are designed to be used internally to assist in the orderly administration of the District libraries. As a general rule, student library circulation records are considered confidential records and will not be released without parental consent. Individuals who may access such records include a student's parents, the student, authorized licensed employees, authorized government officials from the U.S. Comptroller General, the Secretary of Education, the Commissioner and Director of the National Institute of Education, and the Assistant Secretary for Education and State Education Department. Appropriate authorities in a health or safety emergency may access the student's library circulation records without the approval or the notification of the student's parents. Parents may not access records, without the student's permission, of a student who has reached the age of majority or who is attending a post-secondary educational institution unless the student is considered a dependent for tax purposes. ***Library circulation records are not retained beyond the current school year; they are only retained until the student returns the book.***

The ~~principal~~ ***administrator*** of the school will act on requests for access to student library circulation records. Student library circulation records may be accessed during the regular business hours of the District. If copies of documents are requested, a fee for such copying may be charged.

Cross Reference: Policy 1008
Procedure 1008a

Approved: 11-12-12
Reviewed: 10-22-18

Reviewed with no recommended revisions Policy 1000

DISTRICT COMMUNICATIONS AND COMMUNITY RELATIONS

Public support and confidence are essential to the success of public education. By interacting and cooperating in the ways that result in mutual benefit, the Board and staff members are receptive to the needs of the community.

To develop the mutual understanding, respect, and confidence required to attain the goals and objectives of the District, it is essential that the public be provided with the necessary information regarding the needs, programs, and progress of the school system. A variety of communication channels and public engagement strategies should be used to achieve effective two-way communication.

Approved: 04-30-79
Reviewed: 04-24-89
Revised: 10-26-92
Reviewed: 06-09-97
09-27-99
02-14-05
Revised: 05-09-11
04-10-18

Reviewed with no recommended revisions Policy 1001

SCHOOL-COMMUNITY RELATIONSHIPS

The Board recognizes that many community organizations are concerned with and involved in the education and welfare of youth, and that appropriate cooperative relationships between the schools and these organizations can benefit both the students and the community. The Board values the participation and the support of school-related organizations such as booster clubs, parent teacher associations/organizations and school/community partnerships, which strive for the betterment of the school district and the education program.

Approved: 04-30-79
Reviewed: 08-28-89
Revised: 02-08-93
Reviewed: 06-09-97
06-14-99
05-09-05
Revised: 10-10-05
05-09-11
04-08-13
04-10-18

Distribution of Non-District Materials

The District recognizes that students, employees, and community members may want to share information with the District community that are non-District-sponsored. As the distribution of print materials in school buildings is time and cost prohibitive, posting electronically furthers the District goal of reducing paper usage.

~~An individual~~ or organization wishing to post material on the CRCSD Virtual Backpack must submit the material to the Community Relations Office (for students) or the Human Resources Department (for employees) through the online submission process *available on the District's website*. The submitting *individual or* organization will receive an electronic approval or denial message within seven (7) business days. If approved, the flyer will be posted directly to the District student or employee Virtual Backpack site and appropriate building sites.

The Virtual Backpack/electronic posting site will contain the following statement:

“The posting of this flyer in no way suggests endorsement of the program by the
Cedar Rapids Community School District.”

Information will not be distributed/posted if it gives the impression that the District is endorsing or promoting a specific business, religion, religious organization, political candidate or a position on a political issue. In addition, material will not be distributed if it:

- is obscene to minors;
- is libelous;
- contains indecent vulgar, profane or lewd language;
- advertises any product or service not permitted to minors by law;
- constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g. threats of violence, defamation of character or harassing conduct directed at a person in violation of the District's policies or state or federal law);
- presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of acts or the violation of lawful school regulations.

Materials to be posted must be approved by the Community Relations Office (students) or Human Resources Office (employees), or by the school building administrator if building specific. Permission to post material does not imply endorsement of its contents by the District, the Board of Education or the individual reviewing the material submitted.

Approval for distribution will be on a content neutral basis except that all materials must have a school-related purpose. ***For-profit*** organizations are limited to one item per month. An online record of approval will be maintained in the Community Relations Office (for student information) or the Human Resources Department (for employee information), or at the building if building specific.

Definitions that apply to this regulation include:

1. “Obscene to minors” means:
 - the average person, applying contemporary community standards, would find that the written material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
 - the material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested (e.g. sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibitions of the genitals);
 - the material, taken as a whole, lacks serious literary, artistic, political or scientific value for minors.

2. “Minor” means: any person under the age of eighteen.
3. “Material and substantial disruption of a normal school activity” means:
 - Where the normal school activity is an educational program of the District for which student attendance is compulsory and the disruption interferes or impedes with the implementation of that program;
 - Where the normal school activity is voluntary and there is student rioting, unlawful seizures of property, widespread shouting or boisterous demonstration, sit-in, stand-in, walk-out, or other related forms of activity;
 - In order for the expression to be considered disruptive, there must be existing facts upon which the likelihood of disruption can be forecasted including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption to the material in question.
4. “School activities” means: any activity of students sponsored by the school and includes, by way of example but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school ~~and~~ plays and in-school lunch periods.
5. “Libelous” means: false and unprivileged statement about a specific individual that tends to harm the individual’s reputation or to lower him/her in the esteem of the community.
6. “Distribution” means: circulation or dissemination of written material by means of handing out free copies, selling or offering copies for sale and accepting donations for copies. It includes displaying written material in areas of the school which are generally frequented by students.
7. “School-related” means: germane to Pre-K-12 curricular or co-curricular area.

Approved: 04-09-79
Revised: 06-25-79
04-25-88
Reviewed: 08-28-89
11-09-92
06-09-97
Revised: 09-27-99
05-09-05
04-11-11
04-08-13
06-24-13
06-23-14
04-10-18

Regulation 1001.2

Relations with the News Media

To promote positive media relations, District staff will cooperate with media representatives by responding to questions and providing information within *a reasonable timeframe and* the scope of their responsibility and knowledge, as guided by District policy and public law. Media representatives are encouraged to attend all regular and special meetings of the Board.

Approved: 04-09-79
Reviewed: 04-24-89
Revised: 10-26-92
Reviewed: 06-09-97
Revised: 05-10-99
Reviewed: 02-14-05
Revised: 04-11-11
Reviewed: 02-26-18

Procedure 1001.2a

Cooperating with the Media

The District understands the importance of cooperating with the media and provides the following process.

- The District requires that media representatives make initial arrangements to **contact CRCSD staff and** visit District facilities through the Community Relations Office.
- ***In consultation with Community Relations***, ~~If~~ the administrator/**designee** determines that the coverage, as proposed, would violate a student's or staff member's legal right to privacy, or would be an unwarranted interruption of the educational process, the media activity should be delayed ~~and the Community Relations Office should be consulted~~. If it is advisable to turn down the media request as proposed, an attempt should be made to work out an acceptable alternative.
- ***In consultation with Community Relations***, ~~If~~ the administrator/designee determines that the coverage is appropriate, the administrator/designee will accompany the media and provide necessary information for the accurate reporting of the story.
- Once arrangements are made **to visit facilities**, media representatives are required to sign in at the main desk/office of the District facility, contact the administrator/Community Relations Office, state the purpose of their visit, and comply with Policy 1007 Conduct on School District Premises and Regulation 1002.2 Visitors to District.

Guidelines:

Interviews with staff members – ***Initial media outreach to obtain a staff member interview should be conducted through the Community Relations Office.*** As much as possible, interviews about District programs or professional activities should be conducted when staff members have no direct student responsibility. Interviews about personal or organizational activities may be granted at the staff member's discretion, but should not occur during the school/work day. ***Interviews with staff regarding confidential matters will be denied.***

Interviews with students -- If the proposed interview is part of the coverage of a regular curricular or other school-sponsored activity, the interview may take place in the presence of the ~~principal~~ administrator/designee. If a student interview is important to the reporting of any other activity or subject, the ~~principal~~ administrator/designee should decide whether to: (a) obtain parental permission, (b) arrange for the interview, and (c) have the interview held in the presence of the parent or principal/designee.

Photography and videography of staff members -- Photographs and videos of staff members engaged in an instructional or professional activity may be taken or recorded with the approval of the staff member and the administrator/designee. ***All media photographers and videographers are accompanied by a Community Relations team member for the duration of the shoot.*** Photographs and videos to accompany stories of the staff member's personal or organizational activities may be allowed at the staff member's discretion and taken or recorded at a time consistent with the guidelines for interviews, or by special arrangement with the principal.

Photography and videography of students -- Photographs and videos of students engaged in instructional or other school-related activities may be taken or recorded at the discretion of the ~~principal~~ administrator/designee unless a signed parental form is on file at the school which denies this permission. Whenever such photographs or videos will portray information other than directory information, they shall be taken or used only with specific parental permission. ***All media photographers and videographers are accompanied by a Community Relations team member for the duration of the shoot.***

Photographs of facilities or equipment -- The taking of such photographs should not disrupt the educational process. ~~unnecessarily.~~

File footage -- Building administrators should cooperate with the media in obtaining a reasonable accumulation of file (B/Background--roll) footage; however, the shooting of the file footage on District

Procedure 1001.2a
Page 2

property is subject to the approval of the administrator/designee. ~~with the understanding that the footage will not identify inappropriately a particular facility or be used in a manner to suggest that the conditions which are the subject of the story pertain to the District or to the facility, unless they, in fact, do.~~ *The footage will only be used with the respective building's subject matter.*

*This procedure does not pertain to routine media coverage of athletic and fine arts events.

Cross Reference: Policy 1007
Regulation 1002.2

Approved: 12-22-80
Reviewed: 04-24-89
Revised: 10-26-92
Reviewed: 06-09-97
Revised: 09-27-99
Revised: 02-14-05
04-11-11
02-26-18

Regulation 1001.3

Releases to the News Media

To *ensure accuracy*, avoid duplication of material, maintain consistency, and ensure that public information is released to all appropriate media on a fair and equitable basis, proper clearance of all media releases shall be required. All District-level *and building-level* news releases shall be approved by the Superintendent/designee and distributed through the Community Relations Office. ~~Building-level news releases shall be approved by the building administrator, who shall notify the Community Relations Office of the release and provide a copy of the release to the Community Relations Office at least two business days prior to the intended release date. When requested, the Community Relations Office may provide assistance in preparing releases of information concerning building activities.~~

Approved: 04-09-79
Revised: 06-25-79
Reviewed: 04-24-89
10-26-92
06-09-97
Revised: 05-10-99
02-14-05
04-11-11
02-26-18

Reviewed with no recommended revisions Regulation 1001.5

Media Broadcasts of Athletic Contests

Media outlets must contact the appropriate school Activities Director to request permission to broadcast a District-sponsored athletic event that is to be played in a District-owned facility. Broadcast rights shall be granted on a fair and equitable basis, and shall not be granted exclusively to any station or sponsor. The District shall provide available facilities for approved media without charge, but shall assume no other expense or liability. If the broadcast is to originate at Kingston Stadium, application to broadcast the game shall be submitted to the appropriate District-level administrator for action.

Advertising during the broadcast shall not interrupt the actual playing time. Any such advertising shall not include tobacco products, alcoholic beverages, or other products or services considered harmful to the health or welfare of students.

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Reviewed: 06-12-89
Revised: 06-26-89
11-23-92
Reviewed: 06-09-97
Revised: 06-14-99
Reviewed: 02-14-05
02-28-05
Revised: 04-11-11
Reviewed: 02-26-18

Regulation 1002.3

Interactions with Students

Individuals and representatives of non-school organizations and programs may not meet with students on District property during the school day without permission from the school administrator/designee and student(s)' parent(s) or guardian(s) ~~when appropriate~~ *as deemed necessary*.

Officers and representatives of school-related organizations (PTA, Booster groups, etc.) may conduct activities, such as the sale of merchandise, on school property during the school day with the approval of the school administration.

In middle and high schools, approved post-secondary educational program representatives may meet during the school day with students who sign up in advance with school officials. With the approval of the school administration, representatives of U.S. military branches of service may meet with and provide information to students. These meetings must be held in a designated area.

References to obtaining student directory ~~type~~ information may be found in Regulation 606.2.

Legal Reference: Regulation 606.2

Approved: 09-12-94
Reviewed: 06-09-97
09-27-99
Revised: 04-25-05
04-11-11
09-24-18

Reviewed with no recommended revisions Policy 1006

ART COLLECTION

Original works of art expand educational opportunities for students and enhance the cultural environment of the District. The tradition of cultivation and promotion of the arts by the Cedar Rapids Community School District is reflected in the ownership of a large and valuable art collection. Many of the works of art serve as memorials to District staff or students. Much of the collection is the work of former students and/or staff members who have become nationally recognized artists, such as Grant Wood, Marvin Cone, Edwin Bruns, and Carl Van Vechten.

The art collection exists as an important component of the cultural heritage of the District and should be accessible to students and staff. The collection should be promoted for the benefit of the District. As individual works increase in value and prestige, the District assumes a responsibility to make them available to a broader audience beyond Cedar Rapids.

Regulations will be established to protect and safeguard the ownership, integrity, and value of the art works.

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Reviewed: 11-09-92
06-09-97
01-25-99
06-26-06
08-24-09
04-11-11
06-12-17
06-11-18

Art Collection Management

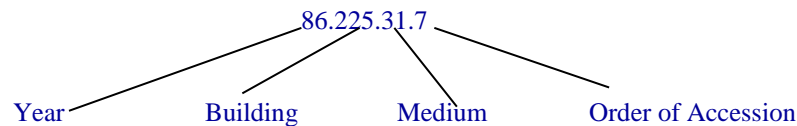
Inventory

The inventory of the art collection will be under the auspices of the Superintendent or designee.

An art accession form will be completed for every work acquired by the District. The form will include information about the work itself, the circumstances of the acquisition, connections between the artist and the District, and the dedication, if appropriate. The information about the work will include the artist, title, date of the work, medium, dimensions, credit, and current value. A black and white photograph of the work will be attached to the accession form.

All art objects acquired by the District will be assigned an accession number. The accession number will consist of four parts, the year the work is acquired, the building that acquired the work, medium designation, and chronological order of District accession for that year.

For example, a painting by James Green, acquired in 1986 by Harding School that was the seventh work of art acquired by the District in that year would be assigned the following accession number.



The original accession form will be filed with Business Services. At the time of acquisition, the accession number, date acquired, value, and location (if different from the building that acquired the work) will be forwarded to the Accounting Department for property inventory.

Any changes in the attribution of a work must be documented and approved on a reattribution form and attached to the original accession form.

Appraisal

The fair market value of a work will be established at the time the work is acquired by the District.

All appraisals will be reviewed on a ten-year cycle; however, individual works may be reviewed more frequently, if necessary, to reflect market trends.

Loaned works will be appraised at the time of loan, or renewal of loan, by an outside appraiser at the expense of the borrower. The Committee will select appraisers based on area of expertise and proper certification.

Conservation

An outside conservator will examine the entire District collection for conservation needs. The conservator will recommend a maintenance schedule, setting priorities in terms of urgency of treatment. Routine conservation needs will be reviewed on a five-year cycle.

Conservation needs beyond routine maintenance will be addressed at the time of need.

Conservation needs that are urgent to safeguard the integrity of a work as well as routine conservation will be defrayed by the Board of Education.

Environmental considerations may dictate protective conservation measures to be treated on an individual basis; however, generally, individual buildings will defray this expense.

Work whose condition becomes so fragile as to require a specialized environment will be considered on an individual basis.

The borrower will defray the costs of any conservation examination and/or treatment necessary to assure the stability of an object for loan.

No conservation will be undertaken without the written permission of the Superintendent or designee.

A history of record of all conservation will be attached to the accession record of each work.

Insurance

The District will provide standard fine arts, all-risk coverage for the art collection.

Works on loan will be insured by the borrower under all-risk museum coverage, wall-to-wall, including coverage against burglary and theft, fire, rising water and water damage, and natural disasters. The borrower will name the Cedar Rapids Community School District as the loss payee and provide the District with a written description of fire, environmental, crime, and security provisions. If the borrower's insurance policy includes a deductible, the borrower must provide a written statement that the borrower will cover the deductible.

Publication

Requests for publication of District-owned works will be handled in accordance with the Copyright Act that complies with the Berne Copyright Convention.

The District will copyright ~~transparencies~~ **digital images** of District-owned work that may be licensed for reproduction purposes.

The District will maintain a ~~transparency~~ **digital image** library of major works from the collection. Additional ~~transparencies~~ **digital images** will be added if requested; however, additional ~~transparencies~~ **digital images** will be made at the expense of the borrower and will remain the property of the District.

Requests for publication should be directed to the Superintendent/designee. Individual publication requests and their disposition will be attached to the permanent accession forms.

Fees for publication will be negotiated on an individual basis. The District will be furnished a copy of the finished publication.

Relocation

An Art Relocation Request Form (available from the Art Collection Committee Coordinator) must be submitted by the building administrator to the Art Collection Committee. District artworks are intended to remain on public display; an alternate location within the same building must be included with the request. Works may not be relocated to classrooms. If there is no appropriate relocation site at the school, the administrator may request to have the item moved into storage at the Educational Leadership and Support Center. The decision will be based on the history of the piece, donor(s), appraised value, and alignment with educational program. No work should be moved/relocated without approval.

Costs associated with relocation will be the responsibility of the building. Artworks relocated must retain at least the same level of security hanging. Relocation of artworks that are appraised above \$1000 will require that only those trained in art handling may move the work.

Loan to Other Institutions

All loans from the District must be requested in writing through the Superintendent or designee.

Loans are made only for the purposes of exhibition, scholarly study, and protection of the art work.

Loans are made only to museums, galleries, other comparable cultural educational institutions, and corporate environments whose facilities and staff are equipped to protect and display works of art. Loans will not be made to individuals.

Loan requests are evaluated according to the following criteria:

- a. The caliber of the exhibition--its scholarly or thematic purpose--the exposure the exhibition can give to the artwork;
- b. any conflicting need the District may have for utilizing the object;
- c. knowledge of the borrower's facility and programs;
- d. access to the exhibition for the Cedar Rapids' students and staff; and
- e. stability of the object(s) requested.

Loan requests for objects valued at less than \$75,000 with an aggregate limit of \$300,000 must be approved by the Superintendent or designee. A report will be made to the board.

Loan requests for object valued in excess of \$75,000 or an aggregate in excess of \$300,000 must be approved by the board.

Loans from the District are subject to standard requirements recommended by the American Association of Museums regarding insurance, transportation, handling, physical and environmental security, publicity credit, and copyright.

Conditions governing loans will be negotiated on an individual basis and stipulated in a written agreement.

Unless otherwise agreed in writing, the borrower will bear all expenses associated with providing the loan. These may include any or all of the following:

- | | |
|-----------------|-------------------------------|
| a. Loan Fee | d. Insurance |
| b. Conservation | e. Crating and transportation |
| c. Appraisal | f. Courier, if required |

Unless stipulated as part of a loan agreement, loans made for periods of six or more months are subject to the condition that should the District desire to recall any item and may do so with a thirty-day notice to the borrower.

The credit line for all loans should read:

**ON LOAN FROM
CEDAR RAPIDS, IOWA, COMMUNITY SCHOOL DISTRICT
And include appropriate dedication information.**

Collections Committee

A standing Collections Committee will be appointed by the Superintendent for the purpose of making recommendations concerning the District art collection, including requests for loan outs, deaccession, accession, placement of artwork throughout the District, requests for publication, and other issues related to the art collection.

The Collections Committee will consist of ~~twelve to sixteen~~ **six to eight** members representing the broad cross-section of the community and the school District.

Members will serve for three years and may be reappointed. ~~The initial appointments of the committee will be on staggered terms with approximately one third the membership appointed for one year, approximately one third for two years, and approximately one third for three years.~~

Deaccession

Deaccession is the process of removing an object from property inventory.

A deaccession request form will be initiated by the staff member requesting deaccession and forwarded to the Superintendent/designee for processing.

The Superintendent/designee will research donor intent and stipulated circumstances for deaccession of the work and file a report with the Superintendent.

Deaccession of works valued \$5,000 or less may be approved by the Superintendent. Deaccession of works valued greater than \$5,000 must be approved by the Board of Education.

If a request for deaccession is approved, the original request, Superintendent/designee report, and accounting of disposition will be attached to the work's original accession form and filed with the office of Business Services.

Property accounting will be notified of the decision and a written report will be made to the Board.

Gifts and Bequests

Upon an offer of a gift to a staff member, office, program, or department, the potential recipient shall submit an acquisition proposal form to the Art Collection Coordinator to present to the Art Collection Committee. The request form is available by contacting the Art Collection Committee Coordinator. The Committee must approve any gift valued over \$500. Once reviewed, and approved or denied, the Art Collection Coordinator shall discuss the committee's decision with all parties involved and follow proper procedures to ensure the gift is processed according to policy (Regulation 1002.4 "Gifts and Donations"). Placement of artworks in District buildings are at the discretion of the Art Collection Committee.

Legal Reference: Regulation 1002.4

Approved: 08-13-90
Revised: 11-23-92
Reviewed: 06-09-97
Revised: 01-25-99
09-10-01
06-26-06
08-24-09
04-11-11
06-12-17
06-11-18

PUBLIC RECORDS

The Board Secretary shall act as custodian of public records of the District and shall, along with the Communications Director, be responsible for implementing the requirements of the Iowa public records law.

Records shall be open for public examination; records required or authorized to be kept confidential by law shall not be made available for public examination. District officials may seek an opinion of counsel as to whether a record is ~~an open~~ **a public** or confidential record prior to releasing the document.

By law, individuals have a right to access ~~open~~ **public** records *that cannot be provided electronically or in hard copy* during the hours of 9:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:00 p.m. Monday through Friday by appointment, except for holidays and recesses in the administration office of the building where the records are maintained. Such examination shall be done under the supervision of District officials or designees **as outlined in Procedure 1008a**. No person shall destroy, disorganize, alter, or damage any record or remove the record from the building.

Any person may obtain a copy of ~~an open~~ **a public** record. Persons may request copies of public records in writing, including electronically. (<https://crschools.us/departments/communications-and-media-relations/public-records-request/>) A schedule of fees for the costs of retrieving ~~open~~ **public** records, supervising the examination, **consulting legal counsel regarding confidentiality, reviewing and redacting**, and for copying records shall be established. The ~~school~~ District may require pre-payment of the costs prior to copying, emailing, ~~and~~ mailing, **or physical pickup of hard copy. If the District assesses a cost to the requester, the requester must pay the estimated cost in full in advance of the District fulfilling the request.**

The District is not required by the Iowa public records law or this policy to create any records or to extract, assimilate, or interpret information or data in public records. The District shall notify the person making a request when information must be extracted from public records in order to create a record. The District may agree to perform this service pursuant to a schedule of established fees.

While many public records are available at no cost and in a short amount of time (including immediately for items posted on our website), state law does allow public entities to charge for the actual costs associated with compiling records.

Iowa Code allows that the response to public records request should not exceed 10 business days and shall not exceed 20 calendar days. Iowa Code also provides for a reasonable and good faith delay if there are certain legal questions pertaining to the records being requested.

Legal Reference: Iowa Code §§ 21.4, Chapter 22; 291.6

Approved: 09-10-01
Revised: 09-13-04
08-08-05
05-09-11
10-12-15
04-10-18

Request for Public Records

Purpose This procedure implements Iowa Code Chapter 22 regarding access to public records. The purpose of this procedure is to facilitate public access to ~~open~~ **public** records, while safeguarding records against damage or destruction. ~~Open~~ **Public** records are those records, documents, tapes, or other information stored or preserved in any medium of or belonging to the District, which are not otherwise authorized or required by law to be kept confidential.

Location A request for access to a record should be directed to the Board Secretary, ~~or~~ Community Relations Office (<https://crschools.us/departments/communications-and-media-relations/public-records-request/>), ~~or to the particular District office where the record is maintained (for example, to the building principal's office, the Business Services office, the Human Resources office). If the requester does not know the location of the record, the request shall be directed to the Board Secretary.~~ If a request for access to a record is misdirected, District personnel will promptly forward the request to the appropriate person within the District.

Hours ~~Open~~ **Public** records *that cannot be provided electronically or in hard copy* shall be made available for examination from 9:00 a.m. – 12:00 p.m. and 1:00 p.m. – 4:00 p.m. Monday through Friday by appointment, except for holidays and recesses.

Requests Persons may request copies of public records in writing, including electronically. (<https://crschools.us/departments/communications-and-media-relations/public-records-request/>) Requests should include the name, *mailing* address, *email address*, and telephone number of the person requesting the record. All requests shall identify the records in sufficient detail to enable the District to reasonably identify the requested records. A person shall not be required to give a reason for requesting ~~an open~~ **a public** record.

Response to Request Most public records requests have a short response time. Public records available on the District website are available immediately and other records that are already compiled but not available online are typically provided within a few days. Iowa Code does allow that the response to public records request should not exceed 10 business days and shall not exceed 20 calendar days. Iowa Code also provides for a reasonable and good faith delay if there are certain legal questions pertaining to the records being requested. Access to ~~an open~~ **a public** record may be delayed for one of the purposes authorized by Iowa Code Section 22.8(4) or 22.10(4) (for example, to ascertain if a record is a public record or to seek opinion of counsel). The custodian of the record shall promptly give notice orally or in writing to the person requesting the record of the reason for the delay and an estimate of the length of the delay.

Copying A reasonable number of copies of ~~an open~~ **a public** record may be made in the District's office (see fee schedule). If copying equipment is not available in the office where an open record is maintained, the custodian shall permit its examination in that office and arrange to have copies promptly made elsewhere.

Security of Records No person may, without permission from the custodian of the record, search or remove any record from District files. The custodian of the record/designee shall supervise examination and copying of records. Records shall be protected from damage and disorganization.

Fees No fees shall be charged for a reasonable number of copies of the following:

- current agendas for meetings of the District's Board of Directors
- District publications designated for dissemination to the public, as long as they are still available
- forms necessary for a person to transact business with the District or to receive an education (such as employment, application forms, student enrollment forms, free and reduced priced meal applications, open enrollment or voluntary permit forms, or referrals for special education).

Copies of records may be made for members of the public on District copy machines or from electronic storage systems at cost. When the mailing of copies of records is requested, the actual costs of such mailing may also be charged to the requester.

A fee may be charged for actual District expenses in retrieving and supervising the examination of requested records, which is in addition to the copy fee. In addition, costs for retrieval and copying of public information stored in electronic storage systems may be charged to the requester.

Requests for public records may require legal review of the requested records to ensure confidential information, including but not limited to personally identifying information about any student or employee, is not disclosed. The review is necessary to ensure compliance with federal and state law. Reasonable legal fees incurred by the District to respond to public record requests are not to be paid out of taxpayer funds. The District will require the individual requester or for-profit entity requesting the records to pay the actual cost of the review.

The District is not required to extract, assimilate, or interpret information or data, or to create public records; however, if the District agrees to perform any of these functions, the person making the request may also be charged an hourly fee.

Payment If there is any cost associated with a request, the District will provide an estimate. If the *requester agrees to pay the* estimate ~~is agreed to, the District Accounting Department will prepare and directly send an invoice to the requester. The District will require payment prior to providing the public records. In addition, work will not begin on the request until the estimate is approved or paid, depending on the amount, by the requestor.~~ A requestor may always amend their request to lessen or even eliminate any cost.

Fee Schedule

The District may charge the following fees related to a records request:

- Copies: There is no charge for the first 10 pages of photocopies. After that, there is a charge of 20 cents per sheet of paper. If information is provided on a flash drive, there is a charge of \$10.00.
- Postage or other delivery costs will be charged, at cost, if it exceeds \$1.
- Expenses directly attributable to the examination of and making and providing copies of public records. Expenses shall include actual cost, per hour, of employee time and legal fees associated with review and/or retraction of records as allowed by Iowa Code Section 22.3(2).

In making a determination for charges, a series of requests from one person or organization in a 30-day period or a series of requests from persons in a single organization may be aggregated.

Documentation of Requests To the extent feasible, requests for public records will be documented by the Community Relations Office. Documentation serves as confirmation of requests and the response of the District.

Legal Reference: Iowa Code §§ 22

Reviewed: 07-16-01
Revised: 09-10-01
09-13-04
08-08-05
04-11-11
09-28-15
02-13-17
03-26-18

CONSENT AGENDA

**BA-22-354 Work Agreement for the Superintendent of Schools – 2022-2025 School Years
(David Tominsky)**

Exhibit: Confidential Item

Action Item Roll Call

Pertinent Fact(s)

The Board of Education will consider approval of the Superintendent's Work Agreement for the 2022-2025 School Years.

Recommendation:

It is recommended that the Board of Education approve the Work Agreement for the Superintendent of Schools for the 2022-2025 School Years.

CONSENT AGENDA

**BA-22-355 Approval – Cedar Rapids Community School District Emergency Operations Plan –
2022-2023 School Year (Laurel Day/Nicole Kooiker)**

Exhibit: Confidential Item

Action Item

Pertinent Fact(s):

The administration annually reviews and updates the Emergency Operations Plan as required by Iowa Law per Code Section 280.30. Updates are based on changes to applicable federal and/or state law, real life events debriefing process, and additional professional development & growth opportunities.

Recommendation:

It is recommended that the Board of Education approve the review of the Cedar Rapids Community School District Emergency Operation Plan for the 2022-2023 School Year as provided by the administration.

CONSENT AGENDA

BA-22-356 Appointment - Level One and Level Two Investigators – 2022-2023 School Year (Linda Noggle)

Exhibit: BA-22-356.1-6

Action Item

Pertinent Fact(s):

1. Iowa law establishes procedures for charging and investigating incidents of alleged abuse of students by school employees and requires school districts to annually identify at least one designated level one investigator and alternate investigator at an open public meeting. In accordance with Chapter 102 requirements, the recommended administrators are identified in the exhibit. Designated administrators will serve as Level One investigators for alleged abuse cases involving students.
2. Section 281 of the Iowa Administrative Code Chapter 102, also states that the District must delegate the duty and responsibility to conduct a second level investigation into alleged incidents of abuse of students by school employees to a person(s) who is not an employee of the school district. In conformance with this requirement, the following agencies are recommended to serve as the Level Two investigator and will appoint an individual to conduct the allegation:
 - a. Dickinson Law Firm, Des Moines, IA
 - b. John Stuelke, Independent Investigator, Center Point, IA
 - c. Cedar Rapids Police Department, Cedar Rapids, IA

Recommendation:

It is recommended that the Board of Education approve the Appointment of the Level One and Level Two Investigators for the 2022-2023 School Year as required by the Iowa Administrative Code – Section 281, Chapter 102 as follows: Level One Primary Investigator: Adam Zimmermann; Level One Alternate Investigators: Greg O’Connell, Trista Manternach, Linda Reysack, Joslin Hanna, and Daniel DeVore. Level Two Investigator: Dickinson Law Firm, John Stuelke, and the Cedar Rapids Police Department.

Print date: 07/30/2021

Print time: 02:47 PM

**AEA PD Online**
ONLINE PROFESSIONAL DEVELOPMENT

(515) 270-9030 x14702

(800) 255-0405 x14702

support@aealearningonline.org

Certificate of Completion

Dan DeVore
6108 Beverly Rd
Cedar Rapids IA 52404-0000

Folder #
964114

Activity

Level One Investigator Training: Chapter 102

Date

07/30/2021

Taken while employed at: Cedar Rapids CSD

Print date: 06/01/2022

Print time: 03:44 PM

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support@aealearningonline.org

Certificate of Completion

Joslin Hanna
6409 Grant Court SW
Cedar Rapids IA 52404-0000

Folder #
980622

Activity

Level One Investigator Training: Chapter 102

Date

06/01/2022

Taken while employed at: Cedar Rapids CSD

Valid Until

06/01/2025

Print date: 06/21/2021

Print time: 09:24 PM

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(800) 255-0405 x14702

support@aealearningonline.org

Certificate of Completion

Trista Manternach
6116 Gibson Drive
Cedar Rapids IA 52411

Folder #
347463

Activity

Level One Investigator Training: Chapter 102

Date

06/21/2021

Taken while employed at: Cedar Rapids CSD

Print date: 07/30/2021

Print time: 02:27 PM

**AEA PD Online**
ONLINE PROFESSIONAL DEVELOPMENT

(515) 270-9030 x14702

(800) 255-0405 x14702

support@aealearningonline.org

Certificate of Completion

Gregory O'connell
4070 Charter Oak Ln SE
Cedar Rapids IA 52403

Folder #
324255

Activity

Level One Investigator Training: Chapter 102

Date

07/30/2021

Taken while employed at: Cedar Rapids CSD

Print date: 07/08/2021

Print time: 05:15 PM

**AEA PD Online**
ONLINE PROFESSIONAL DEVELOPMENT

(515) 270-9030 x14702

(800) 255-0405 x14702

support@aealearningonline.org

Certificate of Completion

Linda Reysack
2543 K Ave. NW
Cedar Rapids IA 52405

Folder #
226072

Activity

Level One Investigator Training: Chapter 102

Date

07/08/2021

Taken while employed at: Cedar Rapids CSD

Print date: 06/05/2019

Print time: 12:29 PM

**AEA PD Online**
ONLINE PROFESSIONAL DEVELOPMENT

(515) 270-0405 x14702

(800) 255-0405 x14702

support@aealearningonline.org

Certificate of Completion

Adam Zimmermann
255 Koser Ave
Iowa City IA 52246-0000

Folder #
1030277

Activity

Level One Investigator Training: Chapter 102

Date

06/05/2019

Taken while employed at: Cedar Rapids Comm Schools

CONSENT AGENDA

BA-22-357 Agreement – Cedar Rapids Community School District and Wildwood Hills Ranch of Iowa – Summer Camp 2022 (Nicole Kooiker)

Exhibit: BA-22-357.1-5

Action Item

Pertinent Fact(s):

CRCSD works in collaboration with Wildwood Hills Ranch on identifying 20 students in need of a camp experience. CRCSD also provides transportation for students to and from the week-long camp. Wildwood Hills will provide the student scholarships and oversee the program.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Wildwood Hills Ranch of Iowa for Summer Camp 2022.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND WILDWOOD HILLS RANCH OF IOWA
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the 9th day of **May 2022**, by and between the Cedar Rapids Community School District (the “District”) and Wildwood Hills Ranch of Iowa (Wildwood Hills). The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to create a collaborative organizational partnership through the coordination of resources and other joint and cooperative action between the District and **Wildwood Hills** that will enhance student social, emotional and academic achievement.

2. TERM

This agreement will expire on **August 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 THE PARTIES

Wildwood Hills agrees to the following:

- A. To provide summer and year round youth scholarships (valued at \$780/participant) to youth for 8-18 year olds.
- B. To identify and supervise a staff member for the partnership, who will be responsible for coordinating the duties identified below.
- C. To notify CRCSD if a new contact becomes responsible for coordinating the duties identified below.
- D. To offer CRCSD resources with detailed information on Wildwood’s programming, required paperwork and any pertinent changes from the previous year.
- E. To notify CRCSD before February 1 of the number of male and female Rancher scholarships for the summer.
- F. To process Young Leader and Leader for Life applications, conduct acceptance process and to provide Young Leader scholarships (including summer programming and year-round programming) to accepted 13-18 year old applicants who have graduated from the Rancher program and have participated in a minimum of two previous years at Wildwood.
- G. To clarify expectations for each program and to implement the programs accordingly.

- H. To provide required paperwork/online registration to CRCSD for proper registration of youth into Wildwood programming.
- I. To communicate check-in and check-out information (times) to CRCSD liaison.
- J. To give verbal or written reports, upon request, on problems or issues of concern to the identified CRCSD liaison.

The DISTRICT agrees to the following:

- A. To identify a staff person to serve as the liaison or contact to the partnership who will be responsible for coordinating duties identified below.
- B. To notify Wildwood of any change resulting in a new contact that will be responsible for coordinating duties identified below.
- C. To distribute scholarships (valued at \$780/participant) using the following principles:
 - a. Youth must be between the ages of 8-12 as of June 7th, 2021 for the Rancher program.
 - b. Previous participants should have first consideration for continued involvement.
 - c. First time Youth should be 8 or 9 to enter the program at the first age bracket.
- D. To identify youth with the greatest need to participate in Wildwood's programming, taking into account the following indicators:
 - a. Children in impoverishment
 - b. Children who have suffered or are suffering from abuse/neglect
 - c. Children from families in crisis
 - d. Children from families in a continuing cycle of dysfunction
 - e. Children in foster care
 - f. Children with parents/guardians in prison
 - g. Children with parents/guardians with drug and/or alcohol abuse issues
 - h. Children in need that show interest or have a desire to reach for a better life, but are currently stuck in tough circumstances
 - i. Children struggling in school
- E. To assist and verify completed online registration from parent/guardian and register all students online a minimum of 3 weeks prior to the date that the youth will be attending Wildwood.
- F. To organize lice checks by licensed medical staff two weeks prior to students' arrival at Wildwood. To organize follow up checks one week prior to students arrival at Wildwood for students found with lice.
- G. To communicate drop-off and pick-up information (times and locations) to participants' parents/guardians and request that ongoing communication about drop off and pick up times are routed through CRCSD.

- H. To provide transportation to check-in and from check-out (at Wildwood) or otherwise ensure that participant families arrive at check-in and check-out on time. No transportation is provided by Wildwood Hills Ranch.
- I. To give verbal or written reports on problems or issues of concern to Wildwood staff.
- J. To complete surveys at the end of the summer so Wildwood can gain valuable feedback and improve overall partnership experience.

4. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Secondary Director of Culture Climate Transformation shall be designated as the administrator of the Agreement.
- B. No separate budget shall be established in connection with this Agreement.
- C. Neither party shall be in default under this Agreement if performance is prevented, delayed or made impossible as a result of an unforeseen event incapable of being avoided and beyond the control of and without the fault or negligence of the parties, such as but not limited to acts of God, war, civil disturbance, pandemics, epidemics and other similar causes (each, a “force majeure event”). The party which claims its performance is prevented, delayed or made impossible as a result of a force majeure event (the Claiming Party) shall give notice and details of the force majeure event to the other party (Non-Claiming Party) as soon as practicable and shall take all reasonable and appropriate measures to remedy the force majeure event, including, but not limited to using its best efforts to provide alternate, comparable performance, which may include performance via virtual or online means or other mitigation efforts to substantially perform the obligations under this Agreement, in which case full payment for services hereunder shall be due. Until the force majeure event is remedied, the Non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by the force majeure event.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **Wildwood Hills** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor.
- B. **Wildwood Hills** hereby certifies that no one who is an owner, operator or manager of **Wildwood Hills** has been convicted of a sex offense against a minor. **Wildwood Hills** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- C. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If

any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

- D. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Wildwood Hills** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board of Education Policy 102.

8. 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. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications 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. Immediately terminate the Agreement without additional written notice; 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 including reasonable attorneys' fees and costs 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.

9. CONTACT PERSON

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. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

Nicole Kooiker

Deputy Superintendent
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-2000
nkooiker@crschools.us

Matt Waring

Program Director
2552 Union Lane
St. Charles, IA 50240
(641) 396-2414, ext. 211
mwaring@wildwoodhillsranch.org

Cedar Rapids Community School District

By: _____

Board Secretary

Date: _____

Wildwood Hills Ranch of Iowa

By: _____

Date: _____

CONSENT AGENDA

BA-22-358 Approval – New Elementary at the Jackson (Maple Grove) Elementary School Site Project – Change Order #5 (Jon Galbraith)

Exhibit: BA-22-358.1

Action Item

Pertinent Fact(s):

1. Rinderknecht Associates, Inc., is the contractor for the project with a contract amount of \$20,365,908.49 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 \$225,407.98 for a new contract amount of \$20,591,316.47.
 - COR 018 results from an unforeseen condition requiring extra letters for signage.
 - COR 019 results from an error or omission on the plans and specs resulting in Area C window elevation conflicts.
 - COR 020 results from an owner's request for changes to the security cameras.
 - COR 022 results from an error or omission on the plans and specs resulting in installation of break metal at OHD (overhead door) in precast.
 - COR 023 results from an owner's request for a playground protective surface.

Recommendation:

It is recommended that the Board of Education approve Change Order #5 to Rinderknecht Associates, Inc., for the New Elementary at the Jackson (Maple Grove) Elementary School Site Project.



Document G701™ – 2017

Change Order

PROJECT: (Name and address)
20220000

1300 38th St NW
Cedar Rapids, IA 52405

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

CONTRACT INFORMATION:

Contract For: New Elementary at the Jackson Site

Date: February 8, 2021

ARCHITECT: (Name and address)

OPN Architects
200 5th Ave. SE, Suite 201
Cedar Rapids, Iowa 52401

CHANGE ORDER INFORMATION:

Change Order Number: 005

Date: May 2, 2022

CONTRACTOR: (Name and address)

Rinderknecht Associates, Inc
1000 29th 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.)

COR 018 Extra Letters for Signage	\$626.72
COR 019 Area C Window Elevation Conflicts	\$1,255.04
COR 020 Changes to Security Cameras	\$18,687.58
COR 022 Break Metal at OHD in Precast	\$682.64
COR 023 Playground Protective Surface	\$204,156.00
Total:	\$225,407.98

The original Contract Sum was	\$ 19,973,000.00
The net change by previously authorized Change Orders	\$ 392,908.49
The Contract Sum prior to this Change Order was	\$ 20,365,908.49
The Contract Sum will be increased by this Change Order in the amount of	\$ 225,407.98
The new Contract Sum including this Change Order will be	\$ 20,591,316.47

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

DATE

Rinderknecht Associates

CONTRACTOR (Firm name)

SIGNATURE

Joe Fay

PRINTED NAME AND TITLE

DATE

Cedar Rapids Community School District

OWNER (Firm name)

SIGNATURE

Laurel Day - Board Secretary

PRINTED NAME AND TITLE

DATE

CONSENT AGENDA

BA-22-359 Stipulation of Substitute Teacher Pay for 2022-2023 School Year (Linda Noggle)

Action Item Roll Call

Pertinent Fact(s):

1. Several school districts in the metropolitan area work together to secure the services of substitute teachers using Sub Central which is housed at Grant Wood AEA and funded by member districts.
2. In order to work cooperatively, pay rates for day-to-day subs are requested to be the same for all Sub Central schools. This year, human resources officials from Sub Central schools are recommending the following rates: \$17.00 an hour for substitutes.
3. Long term substitute teachers are those who work at least eleven consecutive days in the same assignment. The users of Sub Central have not agreed upon a standard pay rate for long-term subs. The Cedar Rapids Community School District's recommendation for payment is as follows:
 - \$17.00 for days 1-10
 - Long term rate of \$26.00 for days 11 thru 20
 - Long term rate of \$30.00 for days great than 21

Recommendation:

It is recommended the Board of Education approve the Stipulation of Substitute Teacher Pay for the 2022-2023 School Year.

CONSENT AGENDA

BA-22-360 **Memorandum of Agreement – City of Cedar Rapids - City Bus Fare Program – 2022-2025 School Years (David Nicholson)**

Exhibit: BA-22-360.1

Action Item

Pertinent Fact(s):

1. The on-going Agreement with the City of Cedar Rapids allows the all students to ride the fixed-route buses operated by the Cedar Rapids Transit free of charge. High School students will be required to show their student ID to ride the bus for fee. Picture ID's are not required for elementary and middle school students.
2. The cost to the Cedar Rapids Community School District is \$50,000 per year and will be funded with District at-risk funds.

Recommendation:

It is recommended that the Board of Education approve the on-going Memorandum of Agreement between the Cedar Rapids Community School District and the City of Cedar Rapids - City Bus Fare Program for the 2022-2025 School Years.

Memorandum of Agreement

THIS AGREEMENT is between the City of Cedar Rapids (hereafter "City") and the Cedar Rapids Community School District (hereafter "CRCSD") regarding participation in a sponsored fare program for CRCSD students.

WHEREAS, the City offers a sponsored fare program to area colleges and school districts that choose to participate in the program; and

WHEREAS, the sponsored fare program allows rides on all fixed-route buses operated by Cedar Rapids Transit to participating agencies for their students; and

WHEREAS, CRCSD desires to participate in the sponsored fare program for CRCSD students;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Sponsored Fare Program –
 - a. The City will allow CRCSD students to ride on all fixed-route buses operated by Cedar Rapids Transit throughout the term of this agreement.
 - b. CRCSD will provide high school students with a student picture ID card. Student picture ID cards are not required for middle and elementary school students.
 - c. CRCSD high school students must show the bus driver their student ID card each time that they ride the bus. High school students that do not show their student ID card will be required to pay the appropriate student fare.
 - d. CRCSD students must comply with the passenger rules established by Cedar Rapids Transit. Students in violation of the passenger rules may be denied service.
2. Term - This agreement will begin on July 1, 2022 and end on June 30, 2025.
3. Payment – CRCSD agrees to pay the City a total of \$50,000 per year, with payments of \$12,500 made on a quarterly basis.

Dated this 13th day of June, 2022.

Cedar Rapids Community School District:

City of Cedar Rapids:

Noreen Bush, Superintendent

Jeffrey Pomeranz, City Manager

ATTEST:

ATTEST:

Laurel Day, Board Secretary

Alissa Van Sloten, City Clerk

CONSENT AGENDA

BA-22-361 Iowa School Finance Information Services (ISFIS) - Membership Renewal - 2022-2023 School Year (David Tominsky)

Exhibit: BA-22-361.1-2

Action Item

Pertinent Fact(s):

1. The Iowa School Finance Information Services (ISFIS) is a comprehensive school finance information service for the state of Iowa. ISFIS staff provides school leaders with unbiased information to make the best possible decisions on behalf of students and the community.
2. ISFIS serves as a key resource for school boards, superintendents, and education leaders in a shared goal of improving student learning for all Iowa children. The organization provides leadership and financial training, data analysis, policy guidance, legislative advocacy, analytical tools, and business services.
3. The renewal of membership entitles the District to School Finance Tools, Virtual Briefing Room & Presentations, Legislative Tracking & Advocacy, Budget Workshops, Board Training Workshops, and Policy Services.

Recommendation:

It is recommended that the Board of Education approve the on-going Iowa School Finance Information Services Membership Renewal for the 2022-2023 School Year.



Iowa School Finance Information Services 1201 63rd St., Des Moines, IA 50311

May 2022

Noreen Bush, Superintendent
Cedar Rapids CSD
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

Dear Noreen,

Thank you for your 2021-22 subscription. We look forward to serving you in the coming school year! With continued budget strife and ever-changing regulations, we at ISFIS commit to responsive and expert guidance and information to help you and your team make decisions to benefit students, staff and stakeholders.

Take a look at the enclosed new brochure to see everything we do. Our best ideas come from subscribers, so share your suggestions. The ISFIS Finance Subscription for 2022-23:

- Saves your district money and helps you to become more effective.
- Provides easy-to-use tools that inform better decisions, including the 5-year Comprehensive Financial Projection Basic Model, included free with subscription, (or a Pro Model for an additional charge).
- Provides regular webinars to keep you in the loop, answer your questions and update you on law, finance changes, budget and other dates and deadlines.
- Supports your local advocacy efforts with stakeholders and decision-makers and provides policy and administrative support to the Rural School Advocates of Iowa and the Urban Education Network.
- Keeps you out of trouble with information and risk management supports.
- Warns you of potential problems in the distance and helps you spot opportunities on the horizon.
- Finds new programs and services to fill unmet needs in your school district (GASB 75 Valuation, background checks, natural gas purchasing pool, Building Blocks virtual training modules, and more).
- Provides unlimited email and phone support when you need it.
- And includes many other tools and resources available to you on the subscriber website!!

We also offer an ISFIS Board/Policy Website service which includes hosting your policy manual online, is completely searchable, provides an audit trail, and ensures your board, employees and community members always have access to the latest approved policies. This Board/Policy Website also supports posting of board meeting agendas, board minutes, board member bios, and policies, all organized together, for just \$475 annually.

In appreciation for our loyal subscribers, we offer a 5% discount for subscription renewals paid by July 15, 2022. Simply remit payment with the attached invoice. We look forward to continually moving the bar with cutting-edge technology, data and public policy to ensure your ISFIS subscription is well worth the cost. We look forward to earning your business and are grateful for this opportunity to serve you.

Larry larry@iowaschoolfinance.com
515-490-9951 Cell

Margaret margaret@iowaschoolfinance.com
515-201-3755 Cell

CC: Business Manager/Board Secretary



ISFIS, Inc.
1201 63rd Street
Des Moines IA 50311
(515) 251-5970
www.iowaschoolfinance.com
Tax ID# 27-0295802

INVOICE

Invoice #
FY2022-23

Customer
Cedar Rapids CSD 2500 Edgewood Rd NW Cedar Rapids, IA 52405

Description	Rate	Total
ISFIS 2022-23 Renewal		
<u>2022-23 District Subscription Fee</u>	\$ 3,682.00	
Less Early Subscriber Discount (5% discount if payment is received prior to July 15)	<u>- 184.10</u>	
Net 2022-23 District Subscription		\$ 3,497.90
<i>ISFIS District Subscription fees are based upon each district's budgeted enrollment, with an annual minimum of \$465 and a maximum of \$3,682.</i>		
Although these services are bundled, ISFIS estimates 2022-23 District Subscription Fees to be 50% for Software and 50% for Services.		
TOTAL (if payment received prior to July 15)		\$ 3,497.90

Please make checks payable to ISFIS, Inc.
If you have any questions concerning this invoice, please contact us at (515) 251-5970.

Laurel A. Day

Date

CONSENT AGENDA

BA-22-362 Approval – Resolution for Permanent Easement - Washington High School (Jon Galbraith)

Exhibit: BA-22-362.1-6

Action Item

Pertinent Fact(s):

1. Interstate Power and Light Company is requesting a permanent utility easement at Washington High School. The areas in question containing approximately 200 square feet each. The District has no intention of building on the property nor should the permanent easement cause any future hardship to the District.
2. Interstate Power and Light shall pay the District \$1.00, plus attorney fees and publishing fees of \$2,500.00.
3. The Board will consider the acceptance of the permanent easement agreement and hold a Public Hearing on July 11, 2022. Board acceptance of the Resolution and Agreement is contingent on the outcome of the Public Hearing and final Board action.

Recommendation:

It is recommended that the Board of Education approve the Resolution to schedule a Public Hearing at the July 11, 2022 Board of Education meeting regarding approval of the Property Easement – Washington High School.

RESOLUTION

WHEREAS, the Interstate Power and Light Company, and Iowa Corporation, has presented a proposal for a permanent easement on real estate owned by the Cedar Rapids Community School District (“District”), more particularly, located on the Washington High School property located at 2205 Forest Drive SE, Cedar Rapids, Iowa, and legally described as:

See attached Exhibit A. (“Property”)

WHEREAS, the purpose of the permanent easement is to allow Interstate Power and Light Company to construct, reconstruct, maintain, expand, operate, repair, and patrol and remove underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixes; and

WHEREAS, the Interstate Power and Light proposal offers compensation to the District in the amount \$1.00 for the permanency easement of said property, and \$2,500.00 for attorney fees and publishing fees; and

WHEREAS, the other specific terms of permanent easement are included, attached hereto as Exhibit A; and

WHEREAS, it is appropriate pursuant to Iowa Code Section 297.22 to publish Notice of the proposed permanent easement and of the hearing and to receive and consider objections and petitions.

NOW, THEREFORE, be it resolved by the Board of Directors of the Cedar Rapids Community School District:

Section 1. That this Board shall set a public hearing on the conveyance of the easement on the above-described Property for July 11, 2022 at 5:30 p.m. in the Cedar Rapids Community School District Board Room located in the Educational Leadership and Support Center located at 2500 Edgewood Blvd. NW, Cedar Rapids, Iowa.

Section 2. That the Secretary is authorized and directed to prepare, publish and distribute the Notice of Hearing.

PASSED AND APPROVED this 13th day of June 2022.

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By: _____
David Tominsky, Board President

Attest:

By: _____
Laurel Day, Board Secretary

Prepared By: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514
Return To: Adam Walderbach – JCG Land Services, Inc. – 1715 South G Avenue – Nevada, IA 50201 (515) 382-1698
SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **The Independent School District of Cedar Rapids, Linn County, Iowa**, (“Grantor(s)”), ADDRESS: 2500 Edgewood Road NW, Cedar Rapids, IA 52405 do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “*Line*” or “*Lines*”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Linn, and the State of Iowa:

See Attached Exhibits A, B-1, & B-2, pages 3-5

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

**GRANTOR(S): THE INDEPENDENT SCHOOL
DISTRICT OF CEDAR RAPIDS, LINN COUNTY,
IOWA**

By: _____
Name/Title: _____

By: _____
Name/Title: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

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

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

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

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
☒ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

_____ The Independent School District of
_____ Cedar Rapids, Linn County, Iowa

Exhibit A

The easement areas being two tracts displayed on the attached Exhibits B-1 and B-2, as a part of the following described real estate.

South Half (S $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 83 North, Range 7, West of the 5th P.M., except the West 295 feet thereof and except all legal highways.

AND

The East Two Hundred Fifty-five (255) feet of the West Two Hundred Ninety-five (295) feet of the South Half (S $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), Township Eighty-three (83) North, Range Seven (7), West of the 5th P.M., except all legal highways.

AND

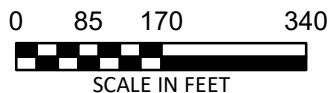
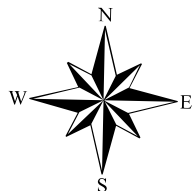
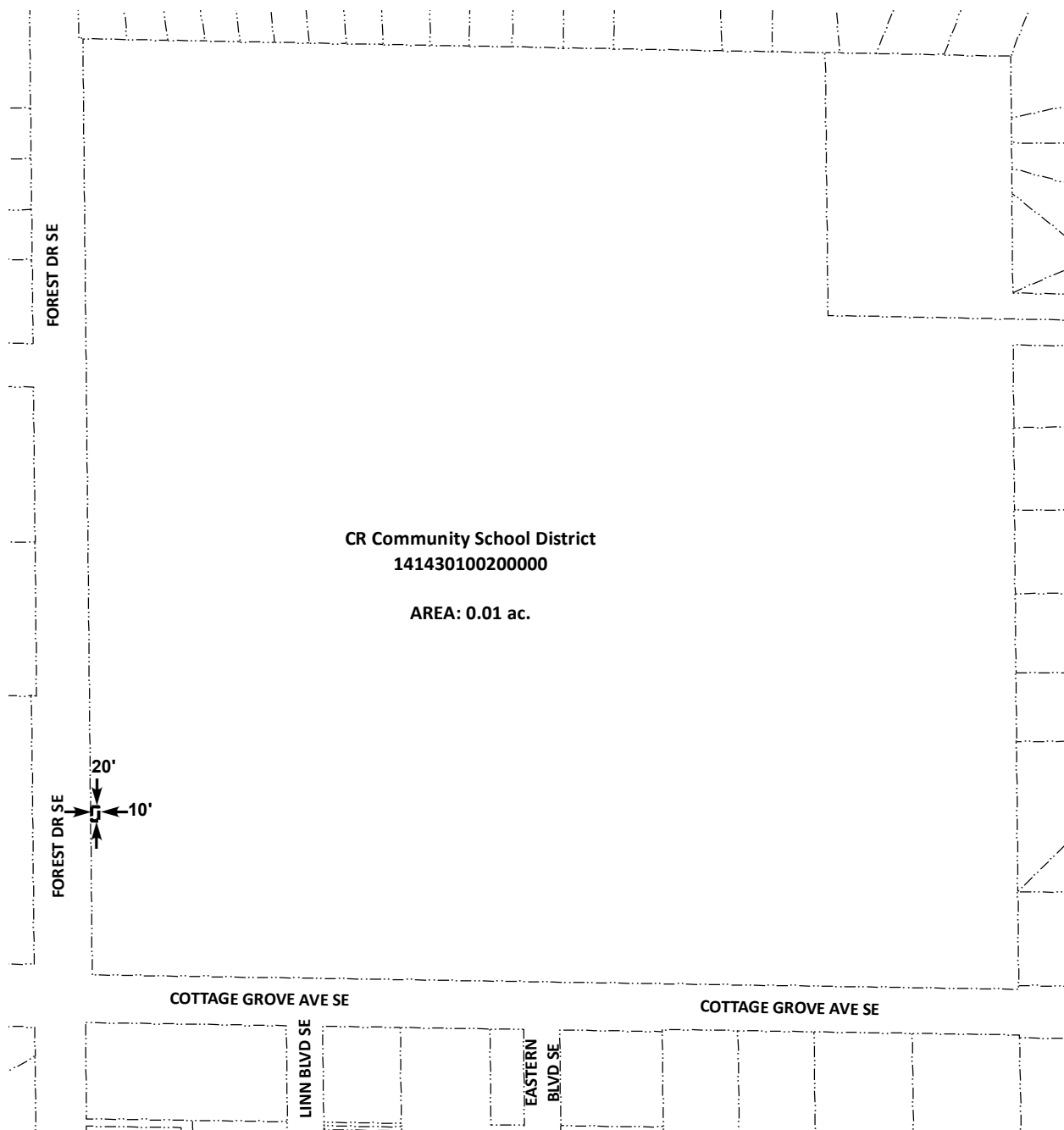
North Half (N $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Fourteen (14), Township Eighty-three (83), Range Seven (7), Linn County, Iowa, except the West Forty Feet (W 40') thereof, and all legal highways.

AND

West Half (W $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 83, Range 7, West of the 5th P.M., in Cedar Rapids, Iowa, and The South 180,000 square feet, or approximately 4.13 acres, of the East Quarter (E $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 14, Township 83, Range 7, West of the 5th P.M., all in the City of Cedar Rapids, Linn County, Iowa.

EXHIBIT B-1

A PART OF THE NE 1/4 SW 1/4
SEC 14-T14N-R83W
LINN COUNTY, IOWA



JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



DRAWN: WATSON

COTTAGE GROVE ROAD RDMV

SCALE: 1" = 225'

DATE: 5/11/2022

PROPERTY LINE

EASEMENT AREA

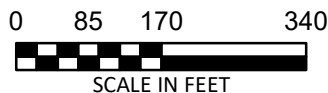
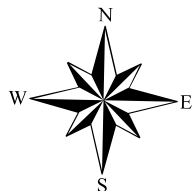
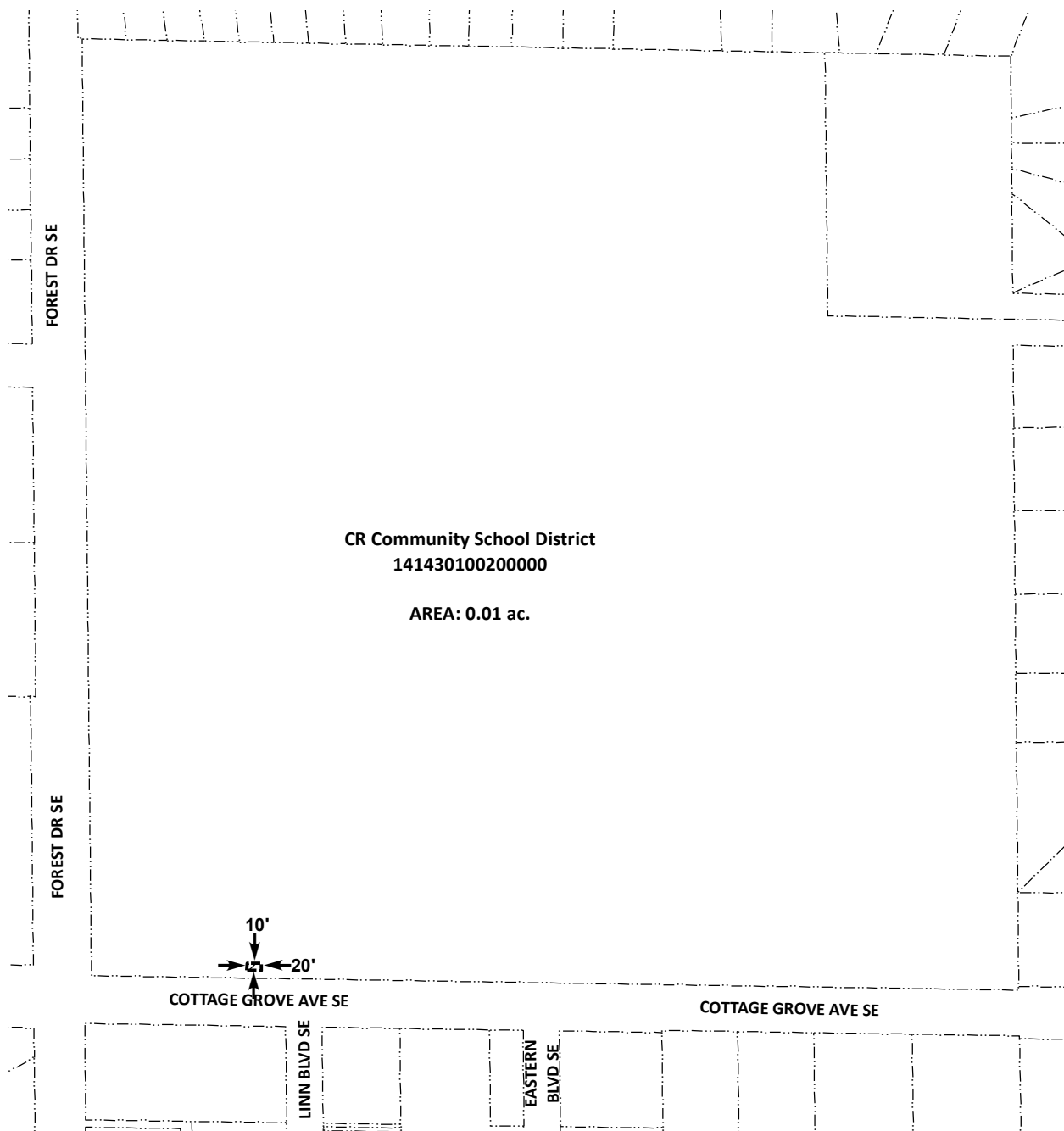
This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

www.jcgland.com

EXHIBIT B-2

A PART OF THE NE 1/4 SW 1/4
SEC 14-T14N-R83W
LINN COUNTY, IOWA



JCG LAND SERVICES, INC.
1715 SOUTH G AVENUE
NEVADA, IOWA 50201
(515) 382-1698



DRAWN: WATSON

COTTAGE GROVE ROAD RDMV

SCALE: 1" = 225'

DATE: 5/11/2022

PROPERTY LINE

EASEMENT AREA

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

www.jcgland.com

CONSENT AGENDA

BA-22-363 Agreement – Cedar Rapids Community School District and Intrado Interactive Services Corporation for School Messenger – 2022-2023 School Year (Craig Barnum/Jeff Lucas)

Exhibit: BA-22-363.1

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 - School Messenger for the 2022-2023 School Year.



Quote

Date 3/30/2022
Quote # 150175
Expires 6/30/2022
Quote Type
Representative AM Heather Herron
Agent

Intrado Interactive Services Corporation

THIS IS NOT A BILL.

Prepared for:

Accounts Payable
 Cedar Rapids Comm School Dist1
 PO Box 879
 Cedar Rapids IA 52406-0879
 United States

Item	Quantity	Description	Rate	Amount
R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service 2022-2023	27,371.76	27,371.76
<div> <div>Laurel A. Day</div> <div>Date</div> </div>			Total	\$27,371.76

The terms and conditions available at <https://www.west.com/legal-privacy/webterms/> apply to this quote, unless the parties have entered into a separate mutually executed agreement.
 Sales tax may be applied on invoice. Tax exemption certificates can be sent to SchoolMessengerBilling@west.com.



150175

CONSENT AGENDA

BA-22-364 Tabulation – Maple Grove Elementary School – Charging Stations (Jon Galbraith)

Exhibit: BA-22-364.1-2

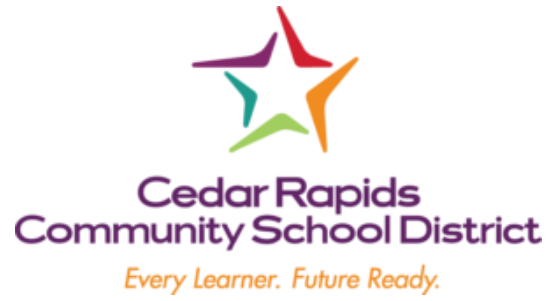
Action Item

Pertinent Fact(s):

The project consists of the purchase of charging stations for Maple Grove Elementary School. Four bids were received and Sterling is the low quote with the amount of \$54,600. The funding source for the project is the Secure an Advanced Vision for Education fund (SAVE).

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Maple Grove Elementary School – Charging Stations and award the bid to Sterling.



VENDOR	TOTAL
STERLING	\$54,600
BLUUM	\$55,015.46
SHI	\$55,125.18
ANIXTER	\$65,250



SALES QUOTATION

Quote No. Q-00465472
Ref. No. Cedar Rapids - Powergistics

Date 5/19/2022
Exp. Date 6/18/2022

Sterling Account Manager

Angie Sexton
303 Centennial Dr
North Sioux City, SD 57049
P: (605) 242-4037
F: (605) 242-4001
angie.sexton@sterling.com

Customer Information

Cedar Rapids CSD
Jacqueline Collingwood
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
P: (319) 558-1262
F: (319) 398-2164
jcollingwood@crschools.us

Terms	FOB	Contract	Lead Time
Net 30	Destination	Open Market	60 Days ARO

Line No.	QTY	Part Number	Description	Unit Price	Extension
1	26	1C160	PowerGistics Core 16 Charging Tower	\$1,050.00	\$27,300.00
2	30	1C120	PowerGistics Core 12 Charging Tower	\$910.00	\$27,300.00

TOTAL \$ 54,600.00

Quotation Comments

Ask your Sterling Account Manager about our Complete Ship Services: An efficient, convenient, and secure way to receive your order.

CAGE: **06AP0** | DUNS: **938836541**

CONSENT AGENDA

BA-22-365 Tabulation – White Boards (Jon Galbraith)

Exhibit: BA-22-365.1-3

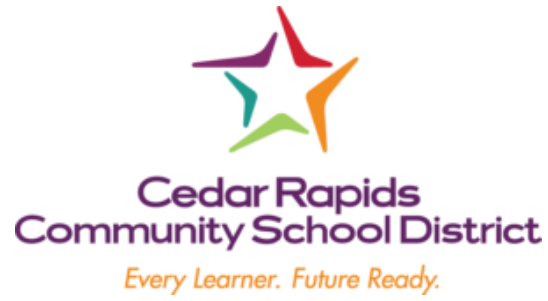
Action Item

Pertinent Fact(s):

The project consists of the purchase of white boards for stock for various facilities. Four quotes were received and Workspace Inc. is the low quote with the amount of \$44,213.20.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - White Boards and award the bid to Workspace Inc.



VENDOR	TOTAL
WORKSPACE	\$44,213.20
PIGOTT	\$50,749.60



workspace
309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

BA-22-365.1-3
Quotation 65611 Page 2
Quote Date 05/19/22
Customer CEDAR
Terms Net 30
Account Representative Gabrielle Pauwels

Quote To

Accounts Payable
Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids IA 52405-1015

Ship To

Bill Diers
Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids IA 52405-1015

Phone +1 (319) 558-2301
accountspayable@crschools.us

Phone +1 (319) 521-1968
wdiers@crschools.us
Tax FIN

Invoice will include any vendor surcharges in effect at the time of order.

Description	Quantity	Unit Price	Extended Price
1 C-LCS2044R - MB S-Deluxe LCS3 Alum Trim MT/MR 4' X 4' CLARIDGE P	35	238.00	8,330.00
2 C-LCS2046R - MB S-Deluxe LCS3 Alum Trim MT/MR 4' X 6' CLARIDGE P	44	329.20	14,484.80
3 C-LCS2048R - MB S-Deluxe LCS3 Alum Trim MT/MR 4' X 8' CLARIDGE P	41	412.40	16,908.40

Quotation Totals

Sub Total	39,723.20
CLARIDGE P Freight Charges	4,490.00
Grand Total	44,213.20

End of Quotation

TRACI: CAN I
GET A PO FOR THIS
PLEASE? CARPENTER SHOP
STOCK. BD

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY William C Diers TITLE CARPENTER FOREMAN DATE 5/20/22



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Quotation 65611

Page 2 / 2 (cont'd)

TERMS AND CONDITIONS OF SALE

- 1. ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
- 2. CHANGE ORDERS:** Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
- 3. RETURNS:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
- 4. PRICE:** All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
- 5. TAX:** Proposals and orders are subject to applicable sales tax.
- 6. TERMS:** Net 30 days.
- 7. DELIVERY:** In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
 - A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
 - B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
 - C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
 - D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
 - E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
 - F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
- 8. DELIVERY/ INSTALLATION DELAYS:**
 - A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
 - B. STORAGE: if premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
 - C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
- 9. SHIPMENTS:** Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
- 10. DEPOSITS:** A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
- 11. ACCEPTANCE:** All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
- 12. LIMITED LIABILITY:** the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCHASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.
- 13. LIEN AND SECURITY INTEREST:** Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
- 14. COSTS AND ATTORNEY FEES:** In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
- 15. TRADE/MANUFACTURE STANDARDS:** The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
- 16. LACK OF CONTROL:** Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
- 17. ADDITIONAL TERMS:** Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
- 18. PAYMENT OPTIONS:** Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____

CONSENT AGENDA

BA-22-366 28E Agreement – Cedar Rapids Community School District and Alburnett Community School District for Iowa BIG Partnership - 2022-2023 School Year (Trace Pickering)

Exhibit: BA-22-366.1-4

Action Item

Pertinent Fact(s):

CRCSD and Alburnett Community School Districts desire to share the resources and program with Iowa BIG. The Agreement ensures equitable distribution of students and expenditures and spells out the relationship between the School Districts as it relates to the Iowa BIG partnership.

Recommendation:

It is recommended that the Board of Education approve the on-going 28E Agreement between Cedar Rapids Community School District and Alburnett Community School District for the Iowa BIG Partnership for 2022-2023 School Year.

28E AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND THE COLLEGE COMMUNITY SCHOOL DISTRICT.

THIS 28E AGREEMENT is made and entered into on the 13th day of June, 2022, by and between the Cedar Rapids Community School District (CRCSD) and the College Community School District (CCSD) pursuant to Iowa Code Chapter 28E. The parties agree as follows:

- 1. PURPOSE:** The purpose of this agreement is to provide a shared secondary school program option called Iowa BIG (BIG) for the students of CRCSD & CCSD.
- 2. TERM:** The term of this Agreement shall be from the 1st day of July, 2022 to June 30, 2023. The parties hereto agree this Agreement shall be effective upon its execution by all parties and the duration shall be coterminous with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES:

CRCSD and CCSD, agree to mutually provide the following in equal halves unless otherwise noted:

- 3.1. .50 FTE Executive Director of Iowa BIG, contracted through the CRCSD. Executive Director will conduct employee evaluations per each District's requirements and processes. Director also serves as the Curriculum Director for Iowa BIG.
- 3.2. 1.0 FTE Strategic Partner Developer, contracted through the Cedar Rapids Metro Economic Alliance and/or the CRCSD.
- 3.3. Lease, equipment, and space costs for the operation of the Iowa BIG program.
- 3.4. Provide District FTE and/or reimburse District providing FTE to BIG to maintain equitable contribution of 2.0 FTE per District. Namely,
 - 3.4.1.1. Nate Pruett & Dennis Becker, CCSD Employees
 - 3.4.1.2. Becky Herman and Mark Matson, CRCSD Employees
- 3.5. 85 student spots per District. Unfilled seats may be filled by partner Districts at no additional cost to those Districts.
- 3.6. Provide certified staff with a laptop computer.
- 3.7. Allow staff assigned to Iowa BIG to co-develop, co-market, and work with District staff to engage parents, students, and potential strategic business and community partners.
- 3.8. Supervision of the Executive Director by the District Superintendents or their designee.
- 3.9. Actively work together, in conjunction with Iowa BIG staff, to secure the monetary and non-monetary resources, real-world projects, business/community mentors, and other community support for BIG.
- 3.10. To jointly discuss and determine the course of action for future opportunities and costs for BIG that exceeds the budget and allocation provided by each District for Iowa BIG.
- 3.11. Other costs and expenses as mutually agreed upon.

CRCSD & CCSD will individually:

- 3.12. Determine and award appropriate course credit for successful completion by District students in accordance to that District's program of studies, graduation requirements, and discretion.

- 3.13. Determine if and when funding for and access to college credit work completed at BIG for district-enrolled students will be provided. Each District maintains responsibility for any PSEO or Dual-Option college credit costs.
- 3.14. Provide other district resources as necessary so long as they do not cause undue burden on the district. (e.g. Communications office stories, HR and tech support, etc.)
- 3.15. Provide periodic (at least once annually, more at the discretion of the individual Board) updates to the respective Board of Directors by the Executive Director and/or BIG staff.
- 3.16. Iowa Big staff will work with each high school counseling and administrative staff to ensure the timing and deadlines of each school's scheduling and course request process.
- 3.17. At the time of this agreement, it is planned that Iowa BIG will be split into two campuses for the 2023-24 school year with each district serving its own students, providing its own program leadership, its own teaching and support staff, and its own facilities and project budgets. BIG and District leadership agree to work together over the course of this agreement to ensure a smooth transition for all involved.

CRCSD agrees to provide the following:

- 3.18. Act as fiscal agent for the agreement and provide accurate and timely billings to partner Districts.
- 3.19. Contribute \$2,500 to the Iowa BIG project budget.
- 3.20. Provide 1/2 of the lease payments for Iowa BIG rental space.
- 3.21. Provide technology for CRCSD enrolled students and CRCSD staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

CCSD agrees to provide the following:

- 3.22. Pay invoices to CRCSD in two semi-annual payments (July & January).
- 3.23. Contribute \$2,500 to the Iowa BIG project budget.
- 3.24. Provide 1/2 of the lease payments for Iowa BIG rental space.
- 3.25. Provide technology for CCSD enrolled students and CCSD staff. Technology costs associated with FTE being funded by other Districts will be reimbursed in equal thirds.

4. USE OF FUNDS PROVIDED BY OUTSIDE ENTITIES AND/OR PROJECTS

- 4.1. Use of any funds secured by and for Iowa BIG through gifts and grants will be held in the Cedar Rapids Community School Foundation tagged specifically to Iowa BIG and expressly for the operation and advancement of the Iowa BIG program.

5. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, CCSD will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.
- B. To the extent permitted by law, the District will indemnify and hold harmless CCSD from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by , or arising out of, the District's negligence or willful misconduct in the performance of its duties under this agreement.

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

6. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The Superintendent for the District, shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.
- B. The site advisory group shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

7. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any of the parties included within this Agreement to declare another party in default of its obligations under the Agreement:
 - 1. Failure to make substantial and timely progress toward performance of the Agreement.
 - 2. Failure of another party's work product and services to conform to any specifications noted herein.
 - 3. Any other breach of the terms of this Agreement.
- B. Notice of Default. If there occurs a default event under Section 6A, the non-defaulting party or parties shall provide written notice to the defaulting party or parties, requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date specified in the written notice, the non-defaulting party or parties may either:
 - 1. Immediately terminate the Agreement without additional written notice; or,
 - 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party or parties may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

- C. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

- 8. CONTACT PERSON:** 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:

Ms. Noreen Bush, Superintendent
Cedar Rapids Community School District
2500 Edgewood Rd. NW
Cedar Rapids, IA 52405

Dr. Doug Wheeler, Superintendent
College Community School District
401 76th Ave. SW
Cedar Rapids, IA 52404

Cedar Rapids Community School District

By: _____ Date: _____
Board President

By: _____ Date: _____
Board Secretary

College Community School District

By: _____ Date: _____
Board President

By: _____ Date: _____
Board Secretary

CONSENT AGENDA

**BA-22-367 Agreement – Cedar Rapids Community School District and Amplified IT –
Google Workspace Education Plus Licensing – 2022-2023 School Year
(Craig Barnum/Jeff Lucas)**

Exhibit: BA-22-367.1-2

Action Item

Pertinent Fact(s):

1. Google Workspace for Education Plus Licensing brings many advanced features to our Google Workspace for Education Service. Including backend management for account permissions, better insight into email services, advanced features for Google Meet and a tool called Originality reports. Which can be used to help monitor for plagiarism.
2. The License is purchased from Google through their resale partner Amplified IT and is a renewal for one year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Amplified IT – Google Workspace Education Plus Licensing for the 2022-2023 School Year.



Amplified IT, LLC
757-774 -5047

812 Granby St
Norfolk, Virginia
23510-2004
United States

Prepared For
Cedar Rapids Community School
District
2500 Edgewood Rd NW
PO Box 879
Cedar Rapids, Iowa
52406-0879
United States

Estimate Date
05/14/2022

Estimate Number
00156038

Description	Rate	Qty	Line Total
GOO-ENT-0101 Google Workspace for Education Plus - Legacy - 2020 pricing (50% off) - Full-Domain Staff: One year license for G Suite Enterprise for Education. Licensed Domains: crschools.us,iowabig.org,cr.k12.ia.us,crschool.us License Term: 2022-07-14 - 2023-07-13	\$24.00	2576	\$61,824.00
GOO-ENT-0102 Google Workspace for Education Plus - Legacy - 2020 pricing (50% off) - Full-Domain Students: One year license for G Suite Enterprise for Education. Licensed Domains: crschools.us,iowabig.org,cr.k12.ia.us,crschool.us License Term: 2022-07-14 - 2023-07-13	\$0.00	25760	\$0.00
Subtotal			61,824.00
Tax			0.00
Estimate Total (USD)			\$61,824.00

Notes

Student Enrollment Verification Letters are required for all first time Education Standard and Education Plus orders. These letters confirm the number of students at your institution. This must align with the number of licenses you intend to buy, and must be returned with your PO before we complete your order.

Please note as required by Google you must purchase Google Workspace for Education and Google Voice from the same Reseller. All quotes are subject to Google confirmation of staff or student population size.

Terms

Please note that this document contains our current best estimate of pricing. Prices may change over time. While we always try to keep our customers in the loop, we reserve the right to change pricing before purchase without notice. An updated estimate can be requested at any time.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

Amplified IT issues electronic invoices only. Please include an accounts payable email address with your purchase order to avoid billing delays. Full payment is required within 30 days of invoice. Otherwise, if you wish to pay by credit card please advise us with your order and note that a 3% service fee will be added to the invoice to cover payment processing charges.

The purchase of these products and services are bound by the relevant terms of services, privacy and data notices found here:

<https://www.amplifiedit.com/work-with-us/>

A copy of our W-9 form may also be downloaded from the link above.

Accepted payment methods:

By EFT (ACH or Wire):

Account Name: Amplified IT, LLC | ABA Routing: 021000021 | Account: 625029928

Bank: JP Morgan Chase Bank | New York, NY 10017 | SWIFT: CHASUS33

WHEN PAYING BY EFT PLEASE, EMAIL A PAYMENT REMITTANCE NOTICE TO:

EFTremit@amplifiedit.com | EFT Authorization forms may also be sent to this address.

Bill.com ePayment Network ID: 0171848914588926

By cheque: Please make payable to Amplified IT LLC | 812 Granby St | Norfolk, VA 23510-2004

By Credit Card: To cover the cost of accepting card payments (including FIS Integrated Payables and other P-Card/SUA programs) we require an 3% service charge. Contact us to add this fee prior to sending a card payment at ar.ait@amplifiedit.com.

Laurel A. Day

Date

CONSENT AGENDA

BA-22-368 Agreement – Cedar Rapids Community School District and CDW Government LLC – Rapid Identity – 2022-2025 School Years (Jeff Lucas/Craig Barnum)

Exhibit: BA-22-368.1-2

Action Item

Pertinent Fact(s):

1. The proposed three-year Agreement includes annual payments purchased from the Sourcewell pre-bid consortium contract. The cloud-hosted service provides services around account creation, password services, and multifactor authentication.
2. The vendor is Identity Automation, sold through CDW on the pre-bid contract.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and CDW Government LLC – Rapid Identity for the 2022-2025 School Years.

QUOTE CONFIRMATION**DEAR JEFF LUCAS,**

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MSKC330	4/20/2022	MSKC330	0945910	\$88,219.63

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RAPIDIDENTITY AUTH EDUC QUAL SUB 1Y Mfg. Part#: RID-C-AUTHEU Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	2700	6776902	\$10.78	\$29,106.00
IDENTITY AUTH FREE USER SUB 1Y Mfg. Part#: RID-C-AUTHFU Electronic distribution - NO MEDIA Contract: MARKET	16000	6883242	\$0.00	\$0.00
RAPIDIDENTITY LIFECYCLE EDU SUB 1Y Mfg. Part#: RID-C-LIFEEU Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog - Software (081419-CDW)	2700	6743506	\$17.45	\$47,115.00
IDENTITY AUTH LIFECYCLE FREE SUB 1Y Mfg. Part#: RID-C-LIFEFU Electronic distribution - NO MEDIA Contract: MARKET	16000	6883243	\$0.00	\$0.00
IDENTITY RI CLOUD BASIC SUPPORT Mfg. Part#: SUP-S-BASICS Electronic distribution - NO MEDIA Contract: MARKET	1	6924707	\$0.00	\$0.00
IDENTITY AUTOMATION K12 STD CONFIG Mfg. Part#: OTF-S-K12STD Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	6888833	\$11,998.63	\$11,998.63

PURCHASER BILLING INFO	SUBTOTAL	\$88,219.63
Billing Address: CEDAR RAPIDS COMMUNITY SCHOOL DSTCT ACCOUNTING DEPARTMENT 2500 EDGEWOOD RD NE CEDAR RAPIDS, IA 52405 Phone: (319) 558-2321 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$88,219.63
	Please remit payments to:	
DELIVER TO		

Shipping Address:
CEDAR RAPIDS COMMUNITY SCHOOL DSTCT
ACCOUNTING DEPARTMENT
2500 EDGEWOOD RD NE
CEDAR RAPIDS, IA 52405
Phone: (319) 558-2321
Shipping Method: ELECTRONIC DISTRIBUTION

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Alex Wojciechowski

(877) 625-3919

alex.wojciechowski@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$88,219.63	\$2,365.17/Month	\$88,219.63	\$2,732.16/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Laurel A. Day_____
Date

CONSENT AGENDA

BA-22-369 Purchasing Register – Vending Services (Carissa Jenkins)

Action Item

Pertinent Fact(s):

1. CRCSD is soliciting proposals on Vending Services which include soft drinks, beverage and snack vending products and services for machines located at various CRCSD sites.
2. The products are governed by the Board of Education Wellness Policy 610 Procedure 610.1. The services are revenue generating for the sites where the products and services have been defined and approved.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register for Vending Services.

CONSENT AGENDA

**BA-22-370 Agreement – Cedar Rapids Community School District and Amplified IT –
Managed Methods – 2022-2023 School Year (Jeff Lucas/Craig Barnum)**

Exhibit: BA-22-370.1-2

Action Item

Pertinent Fact(s):

Managed Methods is a cloud-based platform that enhances data security, data reporting, provides threat protection, and account monitoring for Google Workspace for Education. The service product is purchased through the reseller Amplified IT.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Amplified IT – Managed Methods for the 2022-2023 School Year.



Amplified IT, LLC
757-774 -5047

BA-22-370.1-2
Page 1
812 Granby St
Norfolk, Virginia
23510-2004
United States

Prepared For
Cedar Rapids Community School
District
2500 Edgewood Rd NW
PO Box 879
Cedar Rapids, Iowa
52406-0879
United States

Estimate Date
05/16/2022

Estimate Number
00152686

Description	Rate	Qty	Line Total
MAN-STG-0001 MM - GSUITE - STD - K12 - EDU - STAFF - ManagedMethods for Google G Suite - STANDARD EDITION-K12 EDU NON-STUDENT SUBSCRIPTION Licensed Domains: crschools.us,iowabig.org,cr.k12.ia.us,crschool.us License Term: 2022-07-22 - 2023-07-21	\$11.20	2100	\$23,520.00
MAN-STD-0002 MM - GSUITE - STD - K12 - EDU - STD - ManagedMethods Google G Suite - STANDARD EDITION-K12 EDU STUDENT SUBSCRIPTION Licensed Domains: crschools.us,iowabig.org,cr.k12.ia.us,crschool.us License Term: 2022-07-22 - 2023-07-21	\$1.80	16000	\$28,800.00
MAN-STD-0001 MM - GSUITE - MAL - K12 - EDU - STAFF - ManagedMethods for Google G Suite-ADVANCED MALWARE PROTECTION - EDU NON- STUDENT SUBSCRIPTION Licensed Domains: crschools.us,iowabig.org,cr.k12.ia.us,crschool.us License Term: 2022-07-22 - 2023-07-21	\$2.00	2100	\$4,200.00
MAN-STD-9102-00 MM - GSUITE - STD - K12 - EDU - STD - Collab Discount: ManagedMethods Google G Suite - STANDARD EDITION-K12 EDU STUDENT SUBSCRIPTION Licensed Domains: crschools.us,iowabig.org,cr.k12.ia.us,crschool.us License Term: 2022-07-22 - 2023-07-21	-\$2,260.80	1	-\$2,260.80

Subtotal	54,259.20
Tax	0.00

Terms

Please note that this document contains our current best estimate of pricing. Prices may change over time. While we always try to keep our customers in the loop, we reserve the right to change pricing before purchase without notice. An updated estimate can be requested at any time.

Please send purchase orders to info@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

Amplified IT issues electronic invoices only. Please include an accounts payable email address with your purchase order to avoid billing delays. Full payment is required within 30 days of invoice. Otherwise, if you wish to pay by credit card please advise us with your order and note that a 3% service fee will be added to the invoice to cover payment processing charges.

The purchase of these products and services are bound by the relevant terms of services, privacy and data notices found here:

<https://www.amplifiedit.com/work-with-us/>

A copy of our W-9 form may also be downloaded from the link above.

Accepted payment methods:

By EFT (ACH or Wire):

Account Name: Amplified IT, LLC | ABA Routing: 021000021 | Account: 625029928

Bank: JP Morgan Chase Bank | New York, NY 10017 | SWIFT: CHASUS33

WHEN PAYING BY EFT PLEASE, EMAIL A PAYMENT REMITTANCE NOTICE TO:

EFTremit@amplifiedit.com | EFT Authorization forms may also be sent to this address.

Bill.com ePayment Network ID: 0171848914588926

By cheque: Please make payable to Amplified IT LLC | 812 Granby St | Norfolk, VA 23510-2004

By Credit Card: To cover the cost of accepting card payments (including FIS Integrated Payables and other P-Card/SUA programs) we require an 3% service charge. Contact us to add this fee prior to sending a card payment at ar.ait@amplifiedit.com.

Laurel A. Day

Date

CONSENT AGENDA

**BA-22-371 Agreement – Cedar Rapids Community School District and OPN Architects, Inc. –
New Elementary at the Arthur Annex Site (David Nicholson)**

Exhibit: BA-22-371.1-63

Action Item

Pertinent Fact(s):

1. On May 9, 2022, the Board of Education approved the proposal for Architectural services as recommended by the District's Architect Interview Committee.
2. The contract establishes a preliminary overall construction budget of \$18 million with the final design fees being determined and adjusted upon the owners' approval of the 65% complete Construction Documents. OPN's fee is 5.85% of the final issued contract amount for construction.

Recommendation:

It is recommended that the Board of Education approve Agreement between the Cedar Rapids Community School District and OPN Architects, Inc., for the New Elementary at the Arthur Annex Site.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

GREEMENT made as of the Nineteenth Day of April in the year Two Thousand Twenty One

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

for the following Project:
(Name, location and detailed description)

New Elementary Building at the Arthur Annex Site
2630 B Avenue NE
Cedar Rapids, IA. 52402
OPN Project No. 22219000

REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

(Paragraph deleted)

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The anticipated Project consists of the construction of a New Elementary School to replace the existing Arthur Elementary on the existing Annex site. The initial understanding of the conceptual Program is for a K-5 , 3-Section facility, which could include programs for Alternate Kindergarten, Behavioral Program classrooms and a Community Hub, in addition to the general requirements for administration, academics, media center, fine arts, athletics, food service, and all related support spaces. Final details will be determined as the project is better defined.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The New Elementary School will be located on the existing Arthur Elementary Annex site, with construction to commence upon the demolition of the Annex facility and be completed while the existing elementary facility remains in operation. The New Elementary Program, Square Footage and design will be established to best utilize the existing site to maximize long-term use. The project will be single Phase Construction, including site preparation and infrastructure, building construction, site improvements, final site construction and project close-out. The status of the Annex Demolition will be determined at a later date.

Init.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The Owner will establish a Total Project Budget and related funding as the Program and Design are refined for work related to this project. The Total Project Budget shall include all Construction related costs, Building Demolition (if required), Site Work, Professional Design Fees, Government Agency Fees, Fixtures, Furnishings and Equipment. Additional fundings details are unknown at this time and will be determined at a later date. The Owner shall establish a final total project budget at the completion of the 65% complete Construction Documents.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Anticipated Design Phase milestone dates:

Programming/Benchmarking	May/June 2022
Community Engagement	June/August 2022(and ongoing as needed)
Conceptual Design	June 2022
Schematic Design	July/August 2022
Design Development	August/October 2022
Contract Documents	October / December 2022
Bidding/Negotiations	January 2023
Construction	February 2023 – July 2024
Owner Occupancy	July / August 2024
Final Closeout	October 2024

.2 Anticipated Construction commencement date

February 2023

.3 Anticipated Substantial Completion date or dates:

June 2024

.4 Other milestone dates:

July 2024- Owner Occupancy
October 2024 – Final Project Closeout

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Project shall be Design / Bid / Build. Bid Documents to be issued in one single bid package for Bidding, with competitive public bidding for the entire scope of work for one contract to a single General Contractor

§ 1.1.6 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ms. Noreen Bush, Superintendent
Cedar Rapids Community School District

(Paragraph deleted)

§ 1.1.7 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Jon Galbraith, Manager, Buildings and Grounds
Cedar Rapids Community School District.

§ 1.1.8 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer: To Be Determined.
- .2 Civil Engineer: To Be Determined.
- .3 Building Commissioning: (if requested) To Be Determined.

Other, if any:

(List any other consultants and contractors retained by the Owner.)

To be Determined

§ 1.1.9 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

Roger Worm, AIA
Principal
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
(Paragraphs deleted)
Telephone Number: 319.363.6018

§ 1.1.10 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

(List name, legal status, address, and other contact information.)

§ 1.1.10.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Raker Rhodes
3924, 112 E Washington Street
Iowa City, Iowa 52240
Telephone Number: 319.333.7850

- .2 Mechanical Engineer:

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

- .3 Electrical Engineer:

Init.

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

.4 Civil Engineer:

Hall & Hall Engineers
1860 Boyson Road
Hiawatha, Iowa 52233
Telephone Number: 319.362.9548

§ 1.1.10.2 Consultants retained under Supplemental Services:

Landscape Architect:
OPN Architects, Inc./Hall & Hall Engineers
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

Food Service:
Advanced Foodservice Consulting
6201 South Gateway Drive
Marion, Iowa 52302
Telephone Number: 319.447.3515

Signage/Environmental Graphics:
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

Cost Estimator:
Stecker-Harmsen
510 S. 17th Street #110
Ames, Iowa 50010
Telephone Number: 515.232.4638

Fixtures, Furnishings and Equipment (FFE):
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

§ 1.1.11 Other Initial Information on which the Agreement is based:

N/A

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall, upon mutual agreement,

Init.

/

appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or such other mutually agreed upon document, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by architects, with experience in projects similar to the Project, practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously, and economically as is consistent with such professional skill and care and the orderly progress of the Project and will perform the Architect's services in a manner consistent with the benefit of the project.

§ 2.2.1 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner's policies that may exist as of the date of this Agreement.

§ 2.2.2 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect's standard of care contained in Section 2.2.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which representative must be acceptable to the Owner. The Architect may not change said representative without the Owner's consent. The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa law related to any release of retainage funds. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance to meet the Owners provisions as provided as "Exhibit B" included within the original RFP dated 12/18/18, until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation will be provided as statutorily required.

§ 2.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand(\$500,000.00) each accident, Five Hundred Thousand (\$500,000.00) each employee, and Five Hundred Thousand(\$500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars(\$2,000,000.00) per claim and Two Million Dollars(\$2,000,000.00) in the aggregate.

§ 2.5.7 Excess and Umbrella Liability policy with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

(Paragraphs deleted)

§ 2.5.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.5. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of three (3) years from the date of this Agreement.

§ 2.5.9 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy, including the Cedar Rapids Community School District as additional insured, does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670."

§ 2.5.10 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time."

§ 2.5.11 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. Any additional engineering or consulting services necessary to produce a reasonably complete and accurate set of Construction Documents as may be applicable to the

Project will be provided as an additional service with appropriate compensation. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, regulations and school district policies in effect at the time of construction document submission to building authorities. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered Architect and/or Engineer in responsible charge, a certificate that the work was done by such registered Architect and/or Engineer or under the registered Architect's and/or Engineer's direct personal supervision and the Iowa legible seal for such registrant.

§ 3.1.8 As deemed necessary by the Architect in its professional judgment, the Architect shall review its design for compliance with applicable: (a) technical specifications, (b) building codes, (c) ADA standards, (d) approved Project construction budgets, (e) approved Project schedules, and (f) other contract obligations.

§ 3.1.9 The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner.

§ 3.1.10 The Architect shall notify the Owner, in writing, of any other information needed for the Project that is not included in or to be provided under this Agreement.

§ 3.1.11 The Owner is not responsible for identifying what information, survey services, or reports are required or needed for the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall work with the Owner to confirm the program and other information furnished by the Owner, and shall review laws, codes, and regulations to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project including the feasibility of incorporating environmentally responsible design approaches. The Owner must approve any alternative design approaches offered by the Architect prior to incorporating said approaches.

§ 3.2.4 Based on the Project requirements, schedule and budget for the Cost of Work, agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

(Paragraph deleted)

§ 3.2.8 The Architect shall not proceed with the Design Development Phase as set forth in Section 3.3 until:

- .1 The Architect has received the Owner's approval of the Schematic Design Documents;
- .2 The Architect has provided the Owner with a written estimate of the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
- .3 The Architect has received authorization and direction from the Owner to proceed with the Design Development Phase. Material and substantial design changes requested after Owner's approval of Schematic Design may impact project schedule and incur additional professional fees.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, schedules, and the budget for the Cost of the Work, the Architect will meet with the Owner to review the designs and discuss options. Based on these discussions and the Architect's review, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Approval by the Owner shall be deemed to be approval of the concept only.

§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:

- .1 The Architect has received the Owner's approval of the Design Development Documents,
- .2 The Architect has provided the Owner with an estimated bid date and a written estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
- .3 The Architect has received authorization and direction from the Owner to proceed with the Construction Documents Phase. Material and substantial changes requested after Owner's approval of Design Development that impact building systems or envelope may impact project schedule and incur additional professional design or engineering fees.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and the Architect shall assist the Owner in filing the documents in the Owner's name, if necessary, or as required for the approval of government authorities having jurisdiction over the Project. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

§ 3.4.3 During the development of the Construction Documents, the Architect with the cooperation of the Owner shall develop and prepare (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26, Iowa Code Chapter 573 and any other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the program and scope of the Project and/or to the estimate of the Cost of the Work, and request the Owner's approval. Material and substantial design changes during Construction Documents that impact building systems or envelope may impact project schedule and will incur additional professional design or engineering fees. Approval by the Owner shall be deemed to be approval of the concept only.

§ 3.4.6 The Architect shall include in the Conditions of the Contract for Construction and Specifications requirements that the Contractor provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating, ventilation, air conditioning and other building systems installed by the Contractor and provide all warranty information pertaining to such systems.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) evaluating and validating the bids to determine the successful bid, if any; and, and based on the above, the Architect shall make a recommendation to the Owner regarding the lowest responsive and responsible bid received, and (4) preparing contracts for construction after award by Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall not proceed with the competitive bidding phase until:

- .1 The Architect has received the Owner's acceptance of the Construction Documents;
- .2 The Architect has provided the Owner and the Owner's Representative with a final estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work; and
- .3 The Architect has received authorization and direction from the Owner to proceed with the competitive bidding phase.

§ 3.5.2.3

The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders in compliance with Iowa's Procurement Laws; and to set up information on a website for Contractor's access to the Bidding Documents;
- .2 distributing (or utilizing the services of a document reproduction company) the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining or having maintained by a document reproduction company a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; costs associated with a document reproduction company will be either a reimbursable to the project or a direct expense of the Owner.
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and
- .6 reviewing and making recommendations regarding the lowest responsible responsive, bidder(s).

(Paragraphs deleted)

§ 3.5.2.4 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitution, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.5 In the event the lowest responsive, responsible bid (or bids) exceeds the final estimate of the Cost of the Work provided by the Architect pursuant to this Agreement, the Architect, in consultation with and at the direction of the Owner, shall provide such modification(s) in the Contract Documents as shall be necessary to bring the cost of the project within the project's budget as established by the Architect's final estimate of the Cost of the Work unless the parties agree otherwise.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified and incorporated herein by reference. If the Owner and Contractor modify AIA Document A201–2017 General Conditions of the Contract for Construction, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect's services under this Agreement, the Architect's compensation and

schedule shall be adjusted pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Document A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project shall control.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and until the final warranty period/inspection review is complete. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment or the completion of the twelve (12) month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the warranty correction period. Provided, however, the Architect shall not issue the final Certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A201 General Conditions of the Construction Contract and the Work has been fully completed in accordance with the Contract Documents.

§ 3.6.1.4 The Architect shall review and answer reasonable, properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall consult with the Owner and they shall mutually consider such requests and the responses thereto. The Architect shall provide the Owner with a copy of all requests and responses. In no case will the Architect's review period on any requests for information be more than fifteen (15) days after receipt of the request, unless otherwise agreed by all parties.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, shall attend all official construction progress meetings and visit both sites while Work is in progress as mutually agreed to by the parties in Section 4.2.3, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall keep the Owner informed of the progress and quality of the Work and its conformance with the Construction Documents and the construction schedule and will report to Owner known deviations from the Contract Documents and Construction Schedule. The Architect will provide the Owner with a field observation report within five (5) working days after completion of each site visit as the Project progresses. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall provide architectural services made necessary by major defects or deficiencies in the work of the Contractor which should have been discovered by the Architect in its exercise of the standard of care set out in Section 2.2 of this Agreement and promptly reported to the Owner and Contractor(s) but which the Architect failed to discover and/or report.

§ 3.6.2.2 If the Architect has knowledge of any Work which does not conform to the Contract Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work, except for minor issues with no impact to the Construction Schedule or Construction Budget, without prior written approval of the Owner. Wherever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect, nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employee or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing and received within fifteen (15) days of receipt of the request, unless other time limits are otherwise agreed upon.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of systems and equipment, at the request of the Owner or the Owner's Commissioning Agent, to help determine that such Work has been completed in accordance with the requirements of the Contract Documents and that the systems and equipment are functioning properly and fit for the intended purposes. This shall not require or obligate the Architect to perform any on-going "commissioning" services.

§ 3.6.2.7 The Architect shall not knowingly select and specify materials for the Project with asbestos or asbestos-containing material.

§ 3.6.2.8 Not later than twelve (12) months from final completion of the Project, the Architect shall participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect at the time of certification.

§ 3.6.3.2 The issuance of a Certificate for Payment shall be a representation that the Architect has confirmed that the Contractor has submitted all required data and information with its Application for Payment, but shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment and shall stamp each such application on the date it was received by the Architect and shall forward copies of same to Owner after being signed by Architect.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall promptly review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and applicable laws, statutes, ordinances, codes, rules and regulations. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of material, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to the standard of care and scope of services under this Agreement.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work, upon notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. For all other changes in the Work the Architect must obtain the Owner's written approval, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's review and approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct site observations and evaluations to determine the date of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- .5 notify the Owner in writing when, in the Architect's opinion, construction of the Project is substantially complete, and then when finally, complete, including all punch list and closeout items.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner, unless the Owner authorizes differently, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect, acting as the Owner's authorized contract representative in accordance with the requirements of Iowa Code Chapter 26, shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of Work and/or for Iowa Code Chapter 573 claims filed. The Architect shall promptly notify the Owner if the Contractor requests early release of retainage funds upon achieving Substantial Completion and shall provide to the Owner all documentation provided to the Architect by the Contractor in relation to request for early release of retainage funds to the Contractor.

§ 3.6.6.4 Before the Work is found to be finally completed by the Architect, it shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of Iowa Code Chapter 573 claims (the equivalent to mechanic's liens under Iowa law for public improvement projects) or bonds indemnifying the Owner against filed claims; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Final Completion, the Architect shall, without additional compensation, (1) inspect the Project site, (2) provide assistance in enforcing any warranty issued by the Contractors, and (3) conduct a meeting between the Contractor and Owner to review the facility operations and performance. The Architect shall promptly inform the Contractor, the Owner and Owner's Representative, in writing, of the results of this review and make appropriate recommendations.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below as being the responsibility of the Architect shall be included in Basic Services, except where noted. For those areas noted as an additional fee, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)	Location of Service Description (Section 4.2 below or in an Exhibit attached to this document and identified below)
§ 4.1.1.1 Programming (Pre-Save services)	Architect/Owner	Provided by Architect – No Fee
§ 4.1.1.2 Three (3) preliminary designs	Architect	Provided by Architect – No Fee
§ 4.1.1.3 Measured drawings of existing facility	Not Required	N/A
§ 4.1.1.4 Existing facilities surveys	Not Required	N/A
§ 4.1.1.5 Site evaluation and planning	Architect	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect to LOD 300*	If requested by Owner greater than LOD 300 – Additional Services
§ 4.1.1.7 Develop Building Information Models for post construction use	Not Provided	Additional Service if required

§ 4.1.1.8	Civil engineering – Site Survey and Traffic Impact Study	Owner	Provided by Civil Engineer, contracted to Owner, if required
§ 4.1.1.9	Civil engineering (site design)	Architect	Included in Basic Service
§ 4.1.1.10	Energy Modeling	Not Required	N/A
§ 4.1.1.11	Landscape design	Architect	Additional Service identified – provided by Architect
§ 4.1.1.12	Architectural interior design	Architect	Included in Basic Service
§ 4.1.1.13	Value analysis	Not Provided	Additional Service, if requested
§ 4.1.1.14	Detailed cost estimating beyond that required in Section 6.3	Architect	Additional Service identified – Provided by Cost Estimator
§ 4.1.1.15	Full-time on-site project representation	Fulltime Not Provided	Additional Service if beyond the scope outlined in 4.2.3
§ 4.1.1.16	Conformed documents for construction	Not Provided	Additional Service, if requested
§ 4.1.1.17	As-designed record drawings	Architect	Included in Basic Services
§ 4.1.1.18	As-constructed record drawings	Not Provided	Additional Service, if requested
§ 4.1.1.19	Post-occupancy evaluation	Not Provided	Additional Services if beyond the scope outlined in 3.6.2.8
§ 4.1.1.20	Facility support services	Not Provided	Additional Services
§ 4.1.1.21	Tenant-related services	Not Required	N/A
§ 4.1.1.22	Architect's coordination of the Owner's consultants	Not Provided	Additional Services, it required
§ 4.1.1.23	Telecommunications/data design	Architect	Included in Basic Services
§ 4.1.1.24	Security evaluation and planning	Architect	Additional Services if Specialty Consultant is requested
§ 4.1.1.25	Commissioning	Owner	Commissioning Agent to be contracted beginning of DD phase
§ 4.1.1.26	Extensive environmentally responsible design	Not Provided	Additional Service, if requested
§ 4.1.1.27	LEED®	Not Provided	Not Required or Requested
§ 4.1.1.28	Fast-track design services	Not Provided	Not Required. Additional Service if Requested
§ 4.1.1.26	Multiple bid packages	Not Provided	Additional Service if Requested
§ 4.1.1.26	Historic preservation / Salvage Existing	Not Provided	Additional Service, if requested
§ 4.1.1.28	Furniture, furnishings, and equipment design	Architect	Additional Service identified – provided by the Architect if requested
§ 4.1.1.29	Food Service Planning and Equipment Specification	Architect	Additional Service identified – provided by Food Service Consultant
§ 4.1.1.30	Building Demolition/Site Restoration	Owner	Additional Service if required of Architect/Civil Engineer

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2. – BIM

Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components.

§ 4.1.2.1.1 – Programming -

The design team shall create and refine the Owner's program for the new elementary, as a Pre-Save service, for no fee.

§ 4.1.2.1.2 – Civil Engineering for City related property (relocation of any agreed upon site amenities.)

If required, the design team shall include the design and bidding documents for the relocation of the existing site amenities for an additional fee. Scope and fee to be determined by the Civil Engineer.

§ 4.1.2.1.3 – Landscape Design –

The design team shall provide landscape design services for the Project site. Scope and fee identified in Section 11.2.

§ 4.1.2.1.4 – Cost Estimating – The design team shall have a Cost consultant prepare cost estimates at 100% complete Schematic Design; 100 % complete Design Development; and 65 % Construction Document Phase. Each estimate will better inform decisions during the design process. Fee identified in Section 11.2.

§ 4.1.2.1.5 – Furniture, Furnishings, and Equipment Design –

If requested, the design team shall provide design services for furniture planning, assist the Owner with the selection, and provide specification document services for procurement of new furniture for both buildings. Fee identified in Section 11.2

§ 4.1.2.1.6 – Food Service –

The design team shall include a Food Service Consultant to inform decisions during programming and the design phases for the Kitchen and Dining spaces. The Food Service Consultant shall also produce food service equipment specifications and layout drawings for inclusion in the contract documents as well as provide bidding and construction administration services for their Scope of Work.

§ 4.1.2.7 – Energy Modeling

Not Required. Energy Modeling could be provided by the design team for an additional service if requested.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.1.2.2.1 – Commissioning

The Owner shall solicit proposals for building commissioning services at the end of the design development phase. The commissioning agent shall assist the design team through the completion of construction documents in addition to providing onsite systems commissioning services throughout construction and Project closeout.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault or negligence of the Architect or the Architect's agents, employees or consultants, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional Services may be provided as a fixed fee as mutually agreed, or on an hourly rate, per attached Exhibit A.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization following school board approval:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revisions of codes, laws or regulations or by official interpretations of applicable codes, laws or

- regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing that is beyond regular board meeting updates; The Architect's basic services includes preparations and attendance for two such public presentations and the public hearing required under Iowa Code Chapter 26 on the proposed plans, specs, form of contract and estimated total cost of construction. All printing and production of final materials to be reimbursable to the Owner.
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Intentionally left blank;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
 - .11 Assistance to the Initial Decision Maker, if other than the Architect and approved by the Owner.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and qualify as Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall proceed to provide the following Additional Services, but immediately notify the Owner, and explain the facts and circumstances giving rise to the need to provide the Additional Services. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal more than 30 days out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are clearly negligent and not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation and are repeatedly submitted following two onsite meetings to communicate process and expectations;
- .3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service resulting from the contractor's negligent actions;
- .4 Evaluating more than ten (10) formal claims as the Initial Decision Maker; or,
- .5 Evaluating and making subsequent revisions to Instruments of Service resulting from substitutions proposed by the Owner or Contractor.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.3.2 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the Architect's and Contractor's

schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services for both building sites separately. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
- .2 Twenty-Six (26) on-site visits/project meetings (approximately 1 site visit every 2 weeks for 15 months, excluding visits to the site by the Architect during construction for visits outlined in 4.2.3.3 – 4.2.3.5;
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 Two (2) inspections for any portion of the Work to determine final completion, and
- .5 One (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately ten (10) months after Final Acceptance.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than ninety (90) days of the date of Final Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) days of the date of Substantial Completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services at standard hourly rates or an amount as mutually agreed for each additional week of service

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall consult with the Architect to assist in establishing and periodically updating the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable construction and estimate contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project to the extent permitted by law. The Owner shall render decisions and approve the Architect's submittals as required by law, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall, upon request of the Architect, furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of any necessary geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall advise the Owner of the requirements of such tests and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including alleged negligent errors, omissions or inconsistencies in the Architect's Instruments of Service. However, Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

§ 5.12 Except when Owner communications have been specifically authorized or agreed upon by the parties, the Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall promptly provide the Owner with copies of any direct communication it has with the Contractor regarding any performance by the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.13 Before executing the Contract for Construction, the Owner, with the assistance of the Architect, shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraphs deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land,

rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Bidding Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market between the date of submission of Construction Documents to the Owner and the date on which bids are sought.

§ 6.5 In the preparation of construction cost estimates as required by this Agreement, it shall be the responsibility of the Architect to design the Project so that such estimates do not exceed the Owner's Budget for Cost of the Work.

Whenever the Architect finds, in its opinion, that the cost of the Work will exceed the Owner's Budget for the Cost of the Work, the Architect shall immediately stop work and notify the Owner in writing including any recommendations of the Architect for changes in the size and/or quality of the Project necessary to keep the estimated Cost of the Work within the Owner's Budget for the Cost of the Work. If so, directed by the Owner in writing, the Architect shall, at no cost to the Owner, revise or redraft any and all documents necessary for the construction of the Project so as to bring the estimated cost of construction within the Owner's Budget unless the Owner provides specific direction as to how they would like to proceed. The Owner shall cooperate with the Architect in making necessary adjustments to the Project's size and/or quality if necessary, to bring the estimated Cost of the Work within the Owner's Budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsive, responsible bid e, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, oversee the revision of the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary and at no additional cost if the responsible bid exceeds the Owner's budget for the cost of work by more than 10% to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work by 10% or less, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

(Paragraphs deleted)

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§ 6.8 The Architect shall make the Instruments of Service and the Construction Documents conform to this approved construction budget prior to bid opening. To this end, Owner shall provide to Architect a confirmed budget/list of funds available for the project that cannot be changed or reduced without discussion with Architect. If the Architect develops knowledge during the progress of the Architect's work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the

Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Owner acknowledges the Architect's construction documents, including electronic files, are instruments of professional services. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner reserves the right to use the construction documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein, except that Owner agrees not to distribute, disseminate or sell the Construction Documents to a third party for use on a different project. The Owner shall notify Architect in writing prior to Owner's modifications and/or reuse of the instruments of service for the Project.

The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from, the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the prior written authorization of the Architect.

§ 7.2 The aforementioned submission or distribution of documents to meet official regulatory requirements or for similar legal filing purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Final Acceptance of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligation under this Section 8.1.2 shall survive completion of Architect's services under this Agreement or termination of this Agreement.

(Paragraph deleted)

§ 8.2 Mediation

§ 8.2.1

The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

(Paragraphs deleted)

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The non-binding mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement except that payment may be withheld from the Architect for the Architect's substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 At any time during the term of this Agreement the Owner may suspend the Project for an indefinite period of time upon seven (7) days written notice to the Architect. If the Owner suspends the Project without cause for less than one hundred eighty (180) consecutive days, then the Architect shall be compensated for services performed prior to notice of such suspension. If the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be negotiated. The Agreement shall remain in full force and effect on the Project under this Agreement not suspended.

§ 9.3 If the Owner suspends the Project for more than one hundred eighty (180) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with documented Reimbursable Expenses incurred prior to termination. The Architect shall not be entitled to any anticipated profits or consequential damages.

§ 9.7 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following
(Paragraphs deleted)
provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Article 7, Article 10, and Article 12.

§ 9.8 Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated for any one Project or all Projects, on an agreed date before the end of the Agreement period without penalty to either party.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

§ 9.10 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa. Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Linn County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as modified upon mutual agreement of the parties.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall not knowingly specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

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confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as confidential or business proprietary, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose confidential or business proprietary information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Lump Sum, determined as a fixed fee of 5.85% of the Owner's approved Budget for new Construction upon the completion of 65% complete Construction Documents. The agreed Lump Sum fee shall not be impacted/adjusted based on actual Bid amounts received on Bid Day.

Initial fees of \$1,053,000 will be established as 5.85% of an initial estimated new construction cost of \$18,000,000. Final fees will be determined and adjusted by fee amendment upon owners' approval of the 65% complete Construction Documents.

REMIT ALL PAYMENTS TO:

OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Programming	\$ 0 (waive \$18,000 fee)
Landscape Architecture	\$ 15,500 Hourly, Not to Exceed
Food Service	\$ 20,200
Signage/Environmental Graphics	\$ 14,800
Cost Estimator	\$ 33,660
FFE (selection, design & bid documents)	\$ 49,400 Allowance for competitive bids of FFE

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Building Demolition/Site Reconstruction \$ 0 By Owner / TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Per Standard Hourly Rates attached as Exhibit A_.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Table deleted)

Schematic Design Phase	Twenty Percent	(20%)
Design Development Phase	Twenty-Five Percent	(25%)
Construction Documents Phase	Twenty Seven Percent	(25%)
Bidding Phase	Three Percent	(3%)
Construction Phase / Close-Out	Twenty-Five Percent	(27%)
Total Basic Compensation	One Hundred Percent	(100%)

§ 11.5.1 For the purposes of this Article 11 only, construction contract Change Orders shall be divided into two (2) groups: (1) Change Orders resulting solely from change in Project Scope (hereinafter called "Scope Change Orders"); and (2) all other Change Orders (hereinafter called "Other Change Orders"). Concerning additional fees for services pertaining to construction contract Change Orders, the Architect shall receive additional fees only for services pertaining to Scope Change Orders. Under no circumstances shall the Architect receive any additional fees for any work pertaining to Other Change Orders. Architect fees permitted by this Section 11.5.1 shall be negotiated.

§ 11.5.2 The Architect shall receive additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.6.4 and the responsible bid exceeds the Owner's budget for the cost of work by more than 10%.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached schedule as Exhibit A.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses that are Owner approved prior to the expense and incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Authorized transportation and out-of-town travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;
- .3 Owner requested printing, reproductions, plots, and standard form documents;

Init.

- .4 Postage, handling, and delivery;
(Paragraph deleted)
- .5 Intentionally left blank;
- .6 Additional renderings, models, mock-ups, professional photography, videos, VR exercises and presentation materials beyond those identified in 4.2.1.7 requested by the Owner; Included within the Basic Services agreement are two exterior and two interior still renderings.
- .7 Intentionally left blank;
- .8
(Paragraphs deleted)
Intentionally left blank;
- .12 Other similar Project-related expenditures approved by the Owner;
The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect's consultants.

At the actual cost of the additional coverage.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

(Paragraph deleted)

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments are due and payable forty-five (45) days from the date of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraphs deleted)

§ 11.10.2.2 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)

§ 11.10.2.3 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.

§ 11.10.2.4 The Owner and/or its auditors and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Architect's non-confidential (as defined by law), information materials, records or data relating to the Project. Such Records shall also include information, materials, records or data necessary to evaluate and verify direct and indirect costs (including, but not limited to, overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Architect's Records have been generated from computerized data, the Architect agrees to and shall provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.

§ 11.10.2.5 The Architect shall preserve the Records for a period of twelve (12) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said twelve (12) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.2.6 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.3 – 11.10.2.6 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Sex Offender Acknowledgement

The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of "Acknowledgment and Certification" Form, within ten (10) days of the execution of the Agreement or before any Company workers are on any Project site.

§ 12.2 Indemnification: The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect's negligent error or omission in the performance of professional services required under this Agreement, including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.

§ 12.3 If litigation is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

12.4 179D(d)(4) Energy Tax Allocation for Designers of Government-Owned Buildings. The Owner may agree but is not obligated to allocate to the Architect and the Architect's participating and responsible Consultants all Section 179D tax deductions dedicated the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, section 179D, Notice 2008-40. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for consideration and possible approval on behalf of the design team and participating Consultants. The Architect and Architect's participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations. Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code in order to encourage the energy efficient design and construction of new or rehabilitated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 sets forth guidance as to the allocation of the section 179D deduction to designers of government owned buildings. Notice 2008-40 provides that in the case of a government owned property (Federal, State or Local government or political subdivision) the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity and may therefore be assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project as the sole election of the Owner. A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specification for a new building or an addition to an existing building that incorporates energy efficient commercial property allowed under Section 179D.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
(Paragraphs deleted)

- .1 "Exhibit A" - OPN Hourly Rates

Init.

- .4** Exhibit "B" – Cedar Rapids Community School District "Rider to Standard Form of Agreement Between Owner and Architect", to be included upon review of districts legal counsel.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

David Tominsky, Board President
(Printed name and title)

01544430-1\18139-049

ARCHITECT (Signature)

Roger Worm, AIA, Principal
(Printed name, title, and license number, if required)

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/

Additions and Deletions Report for **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:38:59 ET on 06/06/2022.

PAGE 1

AGREEMENT made as of the ~~day of~~ in the year **GREEMENT** made as of the Nineteenth Day of April in the year Two Thousand Twenty One

...

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

...

OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

...

New Elementary Building at the Arthur Annex Site
2630 B Avenue NE
Cedar Rapids, IA. 52402
OPN Project No. 22219000

REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)

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ARTICLE 1 — INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

...

The anticipated Project consists of the construction of a New Elementary School to replace the existing Arthur Elementary on the existing Annex site. The initial understanding of the conceptual Program is for a K-5 , 3-Section facility, which could include programs for Alternate Kindergarten, Behavioral Program classrooms and a Community Hub, in addition to the general requirements for administration, academics, media center, fine arts, athletics, food service, and all related support spaces. Final details will be determined as the project is better defined.

...

The New Elementary School will be located on the existing Arthur Elementary Annex site, with construction to commence upon the demolition of the Annex facility and be completed while the existing elementary facility remains in operation. The New Elementary Program, Square Footage and design will be established to best utilize the existing site to maximize long-term use. The project will be single Phase Construction, including site preparation and infrastructure, building construction, site improvements, final site construction and project close-out. The status of the Annex Demolition will be determined at a later date.

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The Owner will establish a Total Project Budget and related funding as the Program and Design are refined for work related to this project. The Total Project Budget shall include all Construction related costs, Building Demolition (if required), Site Work, Professional Design Fees, Government Agency Fees, Fixtures, Furnishings and Equipment. Additional fundings details are unknown at this time and will be determined at a later date. The Owner shall establish a final total project budget at the completion of the 65% complete Construction Documents.

...

.1 — Design phase milestone dates, if any:

.1 Anticipated Design Phase milestone dates:

Programming/Benchmarking	May/June 2022
Community Engagement	June/August 2022(and ongoing as needed)
Conceptual Design	June 2022
Schematic Design	July/August 2022
Design Development	August/October 2022
Contract Documents	October / December 2022
Bidding/Negotiations	January 2023

Construction	February 2023 – July 2024
Owner Occupancy	July / August 2024
Final Closeout	October 2024

...

.2 Anticipated Construction commencement date: date

February 2023

...

.3 Anticipated Substantial Completion date or dates:

June 2024

...

July 2024- Owner Occupancy
October 2024 – Final Project Closeout

...

The Project shall be Design / Bid / Build. Bid Documents to be issued in one single bid package for Bidding, with competitive public bidding for the entire scope of work for one contract to a single General Contractor

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: Owner identifies the following representative in accordance with Section 5.3:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.) (List name, address, and other contact information.)

Ms. Noreen Bush, Superintendent
Cedar Rapids Community School District

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§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

...

Jon Galbraith, Manager, Buildings and Grounds
Cedar Rapids Community School District.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows: Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: To Be Determined.

.2 Civil Engineer: To Be Determined.

.3 Building Commissioning: (if requested) To Be Determined.

Other, if any:

(List any other consultants and contractors retained by the Owner.)

To be Determined

§ 1.1.9 The Owner shall retain the following consultants and contractors: Architect identifies the following representative in accordance with Section 2.3:

(List name, legal status, address, and other contact information.)

~~.1 — Geotechnical Engineer: Roger Worm, AIA
Principal
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401~~

~~.2 — Civil Engineer:~~

~~.3 — Other, if any:
— (List any other consultants and contractors retained by the Owner.)~~

Telephone Number: 319.363.6018

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.10.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Raker Rhodes
3924, 112 E Washington Street
Iowa City, Iowa 52240
Telephone Number: 319.333.7850

.2 Mechanical Engineer:

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

.3 Electrical Engineer:

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

.4 Civil Engineer:

— Hall & Hall Engineers
1860 Boyson Road
Hiawatha, Iowa 52233

Telephone Number: 319.362.9548

§ 1.1.10.2 Consultants retained under Supplemental Services:

Landscape Architect:

OPN Architects, Inc./Hall & Hall Engineers
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

Food Service:

Advanced Foodservice Consulting
6201 South Gateway Drive
Marion, Iowa 52302
Telephone Number: 319.447.3515

Signage/Environmental Graphics:

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

Cost Estimator:

Stecker-Harmsen
510 S. 17th Street #110
Ames, Iowa 50010
Telephone Number: 515.232.4638

Fixtures, Furnishings and Equipment (FFE):

OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

§ 1.1.11 ~~The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:~~Other Initial Information on which the Agreement is based:

~~(List name, legal status, address, and other contact information.)~~N/A

§ 1.1.11.1 Consultants retained under Basic Services:

.1 — Structural Engineer:

.2 — Mechanical Engineer:

~~3~~ — Electrical Engineer:

~~§ 1.1.11.2 Consultants retained under Supplemental Services:~~

~~§ 1.1.12 Other Initial Information on which the Agreement is based:~~

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially ~~change~~ change, and, in that event, the Owner and the Architect ~~shall~~ shall, upon mutual agreement, appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, or such other mutually agreed upon document, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 — ARCHITECT'S RESPONSIBILITIES

ARTICLE 2 — ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this ~~Agreement~~, Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The ~~Architect~~ Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by ~~architects~~ architects, with experience in projects similar to the Project, practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as ~~expeditiously~~ expeditiously, and economically as is consistent with such professional skill and care and the orderly progress ~~of the Project~~ of the Project and will perform the Architect's services in a manner consistent with the benefit of the project.

§ 2.2.1 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner's policies that may exist as of the date of this Agreement.

§ 2.2.2 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect's standard of care contained in Section 2.2.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the ~~Project~~ Project, which representative must be acceptable to the Owner. The Architect may not change said

representative without the Owner's consent. The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa law related to any release of retainage funds. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

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§ 2.5 The Architect shall maintain the following insurance to meet the Owners provisions as provided as "Exhibit B" included within the original RFP dated 12/18/18, until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ~~(\$—) One Million Dollars (\$1,000,000.00)~~ for each occurrence and ~~(\$—) Two Million Dollars (\$2,000,000.00)~~ in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$—) than One Million Dollars (\$1,000,000.00)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

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§ 2.5.4 Workers' Compensation ~~at statutory limits will be provided as statutorily required.~~

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$—) each accident, (\$—) each employee, and (\$—) Five Hundred Thousand (\$500,000.00) each accident, Five Hundred Thousand (\$500,000.00) each employee, and Five Hundred Thousand (\$500,000.00) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than ~~(\$—) Two Million Dollars (\$2,000,000.00) per claim and (\$—) Two Million Dollars (\$2,000,000.00) in the aggregate.~~

§ 2.5.7 **Additional Insured Obligations.** ~~To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. Excess and Umbrella Liability policy with limits not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.~~

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 — SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.5.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.5. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of three (3) years from the date of this Agreement.

§ 2.5.9 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy, including the Cedar Rapids Community School District as additional insured, does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall

cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670."

§ 2.5.10 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time."

§ 2.5.11 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. Any additional engineering or consulting services necessary to produce a reasonably complete and accurate set of Construction Documents as may be applicable to the Project will be provided as an additional service with appropriate compensation. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

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§ 3.1.7 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, regulations and school district policies in effect at the time of construction document submission to building authorities. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered Architect and/or Engineer in responsible charge, a certificate that the work was done by such registered Architect and/or Engineer or under the registered Architect's and/or Engineer's direct personal supervision and the Iowa legible seal for such registrant.

§ 3.1.8 As deemed necessary by the Architect in its professional judgment, the Architect shall review its design for compliance with applicable: (a) technical specifications, (b) building codes, (c) ADA standards, (d) approved Project construction budgets, (e) approved Project schedules, and (f) other contract obligations.

§ 3.1.9 The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner.

§ 3.1.10 The Architect shall notify the Owner, in writing, of any other information needed for the Project that is not included in or to be provided under this Agreement.

§ 3.1.11 The Owner is not responsible for identifying what information, survey services, or reports are required or needed for the Project.

§ 3.2.1 The Architect shall ~~review work~~ with the Owner to confirm the program and other information furnished by the Owner, and shall review laws, codes, and regulations to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner applicable to the Architect's services.

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§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. ~~The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~ Project including the feasibility of incorporating environmentally responsible design approaches. The Owner must approve any alternative design approaches offered by the Architect prior to incorporating said approaches.

§ 3.2.4 Based on the Project ~~requirements~~ requirements, schedule and budget for the Cost of Work, agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

...

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with ~~Section 6.3.~~ Section 6.3.

...

§ 3.3 Design Development Phase Services

§ 3.2.8 The Architect shall not proceed with the Design Development Phase as set forth in Section 3.3 until:

- .1 The Architect has received the Owner's approval of the Schematic Design Documents;
- .2 The Architect has provided the Owner with a written estimate of the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
- .3 The Architect has received authorization and direction from the Owner to proceed with the Design Development Phase. Material and substantial design changes requested after Owner's approval of Schematic Design may impact project schedule and incur additional professional fees.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project ~~requirements~~ requirements, schedules, and the budget for the Cost of the Work, the Architect will meet with the Owner to review the designs and discuss options. Based on these discussions and the Architect's review, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the ~~Work prepared in accordance with Section 6.3.~~ Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. Approval by the Owner shall be deemed to be approval of the concept only.

§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:

- .1 The Architect has received the Owner's approval of the Design Development Documents,
- .2 The Architect has provided the Owner with an estimated bid date and a written estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
- .3 The Architect has received authorization and direction from the Owner to proceed with the Construction Documents Phase. Material and substantial changes requested after Owner's approval of Design Development that impact building systems or envelope may impact project schedule and incur additional professional design or engineering fees.

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§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction ~~Documents.~~ Documents and the Architect shall assist the Owner in filing the

documents in the Owner's name, if necessary, or as required for the approval of government authorities having jurisdiction over the Project. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

§ 3.4.3 During the development of the Construction Documents, the Architect ~~shall assist the Owner in the development and preparation of~~ (1) with the cooperation of the Owner shall develop and prepare (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26, Iowa Code Chapter 573 and any other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

...

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the program and scope of the Project and/or to the estimate of the Cost of the Work, ~~take any action required under Section 6.5, and request the Owner's approval and request the Owner's approval.~~ Material and substantial design changes during Construction Documents that impact building systems or envelope may impact project schedule and will incur additional professional design or engineering fees. Approval by the Owner shall be deemed to be approval of the concept only.

§ 3.4.6 The Architect shall include in the Conditions of the Contract for Construction and Specifications requirements that the Contractor provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating, ventilation, air conditioning and other building systems installed by the Contractor and provide all warranty information pertaining to such systems.

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The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals;~~ (2) confirming responsiveness of bids or proposals; (3) ~~determining the successful bid or proposal, if any; and,~~ (4) awarding and preparing contracts for construction. competitive bids; (2) confirming responsiveness of bids; (3) evaluating and validating the bids to determine the successful bid, if any; and, and based on the above, the Architect shall make a recommendation to the Owner regarding the lowest responsive and responsible bid received, and (4) preparing contracts for construction after award by Owner.

...

§ 3.5.2.2 The Architect shall ~~assist the Owner in bidding the Project by:~~ not proceed with the competitive bidding phase until:

- ~~.1 facilitating the distribution of Bidding Documents to prospective bidders;~~ The Architect has received the Owner's acceptance of the Construction Documents;
- ~~.2 organizing and conducting a pre-bid conference for prospective bidders;~~ The Architect has provided the Owner and the Owner's Representative with a final estimate for
- ~~.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and, the Cost of the Work that is within the Owner's Budget for the Cost of the Work; and~~
- ~~.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~ 3 The Architect has received authorization and direction from the Owner to proceed with the competitive bidding phase.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved

substitutions to all prospective bidders.

The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders in compliance with Iowa's Procurement Laws; and to set up information on a website for Contractor's access to the Bidding Documents;
- .2 distributing (or utilizing the services of a document reproduction company) the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining or having maintained by a document reproduction company a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; costs associated with a document reproduction company will be either a reimbursable to the project or a direct expense of the Owner.
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and
- .6 reviewing and making recommendations regarding the lowest responsible responsive, bidder(s).

§ 3.5.3 Negotiated Proposals

~~§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.~~

~~§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:~~

- ~~.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;~~
- ~~.2 organizing and participating in selection interviews with prospective contractors;~~
- ~~.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,~~
- ~~.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.~~

~~§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.~~

§ 3.5.2.4 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitution, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.2.5 In the event the lowest responsive, responsible bid (or bids) exceeds the final estimate of the Cost of the Work provided by the Architect pursuant to this Agreement, the Architect, in consultation with and at the direction of the Owner, shall provide such modification(s) in the Contract Documents as shall be necessary to bring the cost of the project within the project's budget as established by the Architect's final estimate of the Cost of the Work unless the parties agree otherwise.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. Construction, as modified and incorporated herein by reference. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. A201-2017 General Conditions of the Contract for Construction, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect's services under this Agreement, the Architect's compensation and schedule shall be adjusted pursuant to Article 4. To the extent of any

conflict between the terms of this Agreement and the AIA Document A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project shall control.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. Agreement and until the final warranty period/inspection review is complete. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment. Payment or the completion of the twelve (12) month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the warranty correction period. Provided, however, the Architect shall not issue the final Certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A201 General Conditions of the Construction Contract and the Work has been fully completed in accordance with the Contract Documents.

§ 3.6.1.4 The Architect shall review and answer reasonable, properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall consult with the Owner and they shall mutually consider such requests and the responses thereto. The Architect shall provide the Owner with a copy of all requests and responses. In no case will the Architect's review period on any requests for information be more than fifteen (15) days after receipt of the request, unless otherwise agreed by all parties.

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§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally Architect, as a representative of the Owner, shall attend all official construction progress meetings and visit both sites while Work is in progress as mutually agreed to by the parties in Section 4.2.3, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Work; to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall keep the Owner informed of the progress and quality of the Work and its conformance with the Construction Documents and the construction schedule and will report to Owner known deviations from the Contract Documents and Construction Schedule. The Architect will provide the Owner with a field observation report within five (5) working days after completion of each site visit as the Project progresses. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall provide architectural services made necessary by major defects or deficiencies in the work of the Contractor which should have been discovered by the Architect in its exercise of the standard of care set out in Section 2.2 of this Agreement and promptly reported to the Owner and Contractor(s) but which the Architect failed to discover and/or report.

§ 3.6.2.2 The Architect has the authority to reject Work that If the Architect has knowledge of any Work which does not conform to the Contract Documents. Whenever Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work, except for minor issues with no impact to the Construction Schedule or Construction

Budget, without prior written approval of the Owner. Wherever the Architect considers it necessary or advisable, the Architect shall have the authority to advise for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, employee or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness and received within fifteen (15) days of receipt of the request, unless other time limits are otherwise agreed upon.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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§ 3.6.2.6 Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of systems and equipment, at the request of the Owner or the Owner's Commissioning Agent, to help determine that such Work has been completed in accordance with the requirements of the Contract Documents and that the systems and equipment are functioning properly and fit for the intended purposes. This shall not require or obligate the Architect to perform any on-going "commissioning" services.

§ 3.6.2.7 The Architect shall not knowingly select and specify materials for the Project with asbestos or asbestos-containing material.

§ 3.6.2.8 Not later than twelve (12) months from final completion of the Project, the Architect shall participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. Architect at the time of certification.

§ 3.6.3.2 The issuance of a Certificate for Payment shall be a representation that the Architect has confirmed that the Contractor has submitted all required data and information with its Application for Payment, but shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment. Payment and shall stamp each such application on the date it was received by the Architect and shall forward copies of same to Owner after being signed by Architect.

...

§ 3.6.4.1 The Architect shall promptly review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 ~~The Architect shall review and approve, or take other appropriate action upon, the~~ In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, the Contract Documents and applicable laws, statutes, ordinances, codes, rules and regulations. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems, which are the Contractor's responsibility, systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of material, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. ~~The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to the standard of care and scope of services under this Agreement.~~

§ 3.6.4.4 ~~Subject to Section 4.2, the~~ The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

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§ 3.6.5.1 The Architect may order minor changes in the ~~Work~~ Work, upon notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, For all other changes in the Work the Architect must obtain the Owner's written approval., the Architect shall prepare Change Orders and Construction Change Directives for the Owner's review and approval and execution in accordance with the Contract Documents.

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- .1 ~~conduct inspections~~ conduct site observations and evaluations to determine the date ~~or dates~~ of Substantial Completion and the date of final completion;
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- .5 notify the Owner in writing when, in the Architect's opinion, construction of the Project is substantially complete, and then when finally, complete, including all punch list and closeout items.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner, unless the Owner authorizes differently, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 ~~When Substantial Completion has been achieved, the Architect the Work is found to be substantially complete, the Architect, acting as the Owner's authorized contract representative in accordance with the requirements of Iowa Code Chapter 26, shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.~~ Work and/or for Iowa Code Chapter 573 claims filed. The Architect shall promptly notify the Owner if the Contractor requests early release of retainage funds upon achieving Substantial Completion and shall provide to the Owner all documentation provided to the Architect by the Contractor in relation to request for early release of retainage funds to the Contractor.

§ 3.6.6.4 ~~The Architect~~ Before the Work is found to be finally completed by the Architect, it shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens; Iowa Code Chapter 573 claims (the equivalent to mechanic's liens under Iowa law for public improvement projects) or bonds indemnifying the Owner against liens; filed claims; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of ~~Substantial-Final~~ Completion, the Architect shall, without additional compensation, ~~conduct a meeting with the~~ (1) inspect the Project site, (2) provide assistance in enforcing any warranty issued by the Contractors, and (3) conduct a meeting between the Contractor and Owner to review the facility operations and performance. The Architect shall promptly inform the Contractor, the Owner and Owner's Representative, in writing, of the results of this review and make appropriate recommendations.

ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 The services listed below ~~are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and as being the responsibility of the Architect shall be included in Basic Services, except where noted. For those areas noted as an additional fee, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.~~

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>	Location of Service Description <i>(Section 4.2 below or in an Exhibit attached to this document and identified below)</i>
§ 4.1.1.1 Programming (Pre-Save services)	Architect/Owner	Provided by Architect – No Fee
§ 4.1.1.2 Three (3) preliminary designs	Architect	Provided by Architect – No Fee
§ 4.1.1.3 Measured drawings of existing facility	Not Required	N/A
§ 4.1.1.4 Existing facilities surveys	Not Required	N/A
§ 4.1.1.5 Site evaluation and planning	Architect	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Architect to LOD 300*	If requested by Owner greater than LOD 300 – Additional Services
§ 4.1.1.7 Develop Building Information Models for post construction use	Not Provided	Additional Service if required

<u>§ 4.1.1.8 Civil engineering – Site Survey and Traffic Impact Study</u>	<u>Owner</u>	<u>Provided by Civil Engineer, contracted to Owner, if required</u>
<u>§ 4.1.1.9 Civil engineering (site design)</u>	<u>Architect</u>	<u>Included in Basic Service</u>
<u>§ 4.1.1.10 Energy Modeling</u>	<u>Not Required</u>	<u>N/A</u>
<u>§ 4.1.1.11 Landscape design</u>	<u>Architect</u>	<u>Additional Service identified – provided by Architect</u>
<u>§ 4.1.1.12 Architectural interior design</u>	<u>Architect</u>	<u>Included in Basic Service</u>
<u>§ 4.1.1.13 Value analysis</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.14 Detailed cost estimating beyond that required in Section 6.3</u>	<u>Architect</u>	<u>Additional Service identified – Provided by Cost Estimator</u>
<u>§ 4.1.1.15 Full-time on-site project representation</u>	<u>Fulltime Not Provided</u>	<u>Additional Service if beyond the scope outlined in 4.2.3</u>
<u>§ 4.1.1.16 Conformed documents for construction</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.17 As-designed record drawings</u>	<u>Architect</u>	<u>Included in Basic Services</u>
<u>§ 4.1.1.18 As-constructed record drawings</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.19 Post-occupancy evaluation</u>	<u>Not Provided</u>	<u>Additional Services if beyond the scope outlined in 3.6.2.8</u>
<u>§ 4.1.1.20 Facility support services</u>	<u>Not Provided</u>	<u>Additional Services</u>
<u>§ 4.1.1.21 Tenant-related services</u>	<u>Not Required</u>	<u>N/A</u>
<u>§ 4.1.1.22 Architect’s coordination of the Owner’s consultants</u>	<u>Not Provided</u>	<u>Additional Services, it required</u>
<u>§ 4.1.1.23 Telecommunications/data design</u>	<u>Architect</u>	<u>Included in Basic Services</u>
<u>§ 4.1.1.24 Security evaluation and planning</u>	<u>Architect</u>	<u>Additional Services if Specialty Consultant is requested</u>
<u>§ 4.1.1.25 Commissioning</u>	<u>Owner</u>	<u>Commissioning Agent to be contracted beginning of DD phase</u>
<u>§ 4.1.1.26 Extensive environmentally responsible design</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.27 LEED®</u>	<u>Not Provided</u>	<u>Not Required or Requested</u>
<u>§ 4.1.1.28 Fast-track design services</u>	<u>Not Provided</u>	<u>Not Required. Additional Service if Requested</u>
<u>§ 4.1.1.26 Multiple bid packages</u>	<u>Not Provided</u>	<u>Additional Service if Requested</u>
<u>§ 4.1.1.26 Historic preservation / Salvage Existing</u>	<u>Not Provided</u>	<u>Additional Service, if requested</u>
<u>§ 4.1.1.28 Furniture, furnishings, and equipment design</u>	<u>Architect</u>	<u>Additional Service identified – provided by the Architect if requested</u>
<u>§ 4.1.1.29 Food Service Planning and Equipment Specification</u>	<u>Architect</u>	<u>Additional Service identified – provided by Food Service Consultant</u>
<u>§ 4.1.1.30 Building Demolition/Site Restoration</u>	<u>Owner</u>	<u>Additional Service if required of Architect/Civil Engineer</u>

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§ 4.1.2. – BIM

Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components.

§ 4.1.2.1.1 – Programming -

The design team shall create and refine the Owner’s program for the new elementary, as a Pre-Save service, for no fee.

§ 4.1.2.1.2 – Civil Engineering for City related property (relocation of any agreed upon site amenities.)

If required, the design team shall include the design and bidding documents for the relocation of the existing site amenities for an additional fee. Scope and fee to be determined by the Civil Engineer.

§ 4.1.2.1.3 – Landscape Design –

The design team shall provide landscape design services for the Project site. Scope and fee identified in Section 11.2.

§ 4.1.2.1.4 – Cost Estimating – The design team shall have a Cost consultant prepare cost estimates at 100% complete Schematic Design; 100 % complete Design Development; and 65 % Construction Document Phase. Each estimate will better inform decisions during the design process. Fee identified in Section 11.2.

§ 4.1.2.1.5 – Furniture, Furnishings, and Equipment Design –

If requested, the design team shall provide design services for furniture planning, assist the Owner with the selection, and provide specification document services for procurement of new furniture for both buildings. Fee identified in Section 11.2

§ 4.1.2.1.6 – Food Service –

The design team shall include a Food Service Consultant to inform decisions during programming and the design phases for the Kitchen and Dining spaces. The Food Service Consultant shall also produce food service equipment specifications and layout drawings for inclusion in the contract documents as well as provide bidding and construction administration services for their Scope of Work.

§ 4.1.2.7 – Energy Modeling

Not Required. Energy Modeling could be provided by the design team for an additional service if requested.

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§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ – 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.1.2.2.1 – Commissioning

The Owner shall solicit proposals for building commissioning services at the end of the design development phase. The commissioning agent shall assist the design team through the completion of construction documents in addition to providing onsite systems commissioning services throughout construction and Project closeout.

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, or negligence of the Architect or the Architect's agents, employees or consultants, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. Additional Services may be provided as a fixed fee as mutually agreed, or on an hourly rate, per attached Exhibit A.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization: authorization following school board approval:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- ...
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revisions of codes, laws or regulations or by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

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- .7 Preparation for, and attendance at, a public presentation, meeting or ~~hearing~~; hearing that is beyond regular board meeting updates; The Architect's basic services includes preparations and attendance for two such public presentations and the public hearing required under Iowa Code Chapter 26 on the proposed plans, specs, form of contract and estimated total cost of construction. All printing and production of final materials to be reimbursable to the Owner.
- ...
- .9 ~~Evaluation of the qualifications of entities providing bids or proposals;~~ Intentionally left blank;
- ...
- .11 Assistance to the Initial Decision Maker, if other than ~~the Architect~~ the Architect and approved by the Owner.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and qualify as Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall proceed to provide the following Additional Services, but immediately notify the Owner with reasonable promptness, Owner, and explain the facts and circumstances giving rise to the need. ~~need to provide the Additional Services.~~ If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal more than 30 days out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are clearly negligent and not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation; ~~documentation and are repeatedly submitted following two onsite meetings to communicate process and expectations;~~
- .3 Preparing Change Orders and Construction Change Directives that require ~~evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~ Service resulting from the contractor's negligent actions;
- .4 Evaluating ~~an extensive number of Claims more than ten (10) formal claims as the Initial Decision Maker; or,~~
- .5 Evaluating ~~substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom and making subsequent revisions to Instruments of Service resulting from substitutions proposed by the Owner or Contractor.~~

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.3.2 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the Architect's and Contractor's schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization

shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner's determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. Services for both building sites separately. When the limits below are reached, the Architect shall notify the Owner:

- .1 (—) Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor.
- .2 (—) Twenty-Six (26) on-site visits/project meetings (approximately 1 site visit every 2 weeks for 15 months, excluding visits to the site by the Architect during construction for visits outlined in 4.2.3.3 – 4.2.3.5;
- .3 (—) Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
- .4 (—) Two (2) inspections for any portion of the Work to determine final completion, and
- .5 One (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately ten (10) months after Final Acceptance.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, ninety (90) days of the date of Final Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within (—) months-sixty (60) days of the date of this Agreement, Substantial Completion through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. Services at standard hourly rates or an amount as mutually agreed for each additional week of service

ARTICLE 5 — OWNER'S RESPONSIBILITIES

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.2 The Owner shall ~~establish~~ consult with the Architect to assist in establishing and periodically updating the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable construction and estimate contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the ~~Work~~, Work the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the ~~Project~~. Project to the extent permitted by law. The Owner shall render decisions and approve the Architect's submittals as required by law, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner ~~shall~~ shall, upon request of the Architect, furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of any necessary geotechnical engineers, which may ~~include~~include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this ~~Agreement~~Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall advise the Owner of the requirements of such tests and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

...

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including alleged negligent errors, omissions or inconsistencies in the Architect's Instruments of Service. However, Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

§ 5.12 ~~The Owner shall~~ Except when Owner communications have been specifically authorized or agreed upon by the parties, the Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall promptly provide the Owner with copies of any direct communication it has with the Contractor regarding any performance by the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.13 Before executing the Contract for Construction, the ~~Owner~~Owner, with the assistance of the Architect, shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

...

§ 5.15 ~~Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

ARTICLE 6 — COST OF THE WORK

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work ~~also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.~~

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial ~~Information~~Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the

Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids ~~or negotiated prices~~ will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.4 If, through no fault of the Architect, the ~~Procurement Bidding~~ Phase has not commenced within ~~90~~ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction ~~market~~market ~~between the date of submission of Construction Documents to the Owner and the date on which bids are sought.~~

§ 6.5 ~~If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget~~In the preparation of construction cost estimates as required by this Agreement, it shall be the responsibility of the Architect to design the Project so that such estimates do not exceed the Owner's Budget for Cost of the Work. Whenever the Architect finds, in its opinion, that the cost of the Work will exceed the Owner's Budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner immediately stop work and notify the Owner in writing including any recommendations of the Architect for changes in the size and/or quality of the Project necessary to keep the estimated Cost of the Work within the Owner's Budget for the Cost of the Work. If so, directed by the Owner in writing, the Architect shall, at no cost to the Owner, revise or redraft any and all documents necessary for the construction of the Project so as to bring the estimated cost of construction within the Owner's Budget unless the Owner provides specific direction as to how they would like to proceed. The Owner shall cooperate with the Architect in making such adjustments necessary adjustments to the Project's size and/or quality if necessary, to bring the estimated Cost of the Work within the Owner's Budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest ~~bona fide bid or negotiated proposal~~, responsive, responsible bid e, the Owner shall

...

- .2 authorize rebidding ~~or renegotiating~~ of the Project within a reasonable time;

...

- .4 in consultation with the Architect, ~~revise~~oversee the revision of the Project program, scope, or quality as required to reduce the Cost of the Work; or,

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary and at no additional cost if the responsible bid exceeds the Owner's budget for the cost of work by more than 10% to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, by 10% or less, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In 11.3 In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 — COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 — CLAIMS AND DISPUTES

§ 6.8 The Architect shall make the Instruments of Service and the Construction Documents conform to this approved construction budget prior to bid opening. To this end, Owner shall provide to Architect a confirmed budget/list of funds available for the project that cannot be changed or reduced without discussion with Architect. If the Architect develops knowledge during the progress of the Architect's work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the

Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

ARTICLE 7 — COPYRIGHTS AND LICENSES

§ 7.1 The Owner acknowledges the Architect's construction documents, including electronic files, are instruments of professional services. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner reserves the right to use the construction documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein, except that Owner agrees not to distribute, disseminate or sell the Construction Documents to a third party for use on a different project. The Owner shall notify Architect in writing prior to Owner's modifications and/or reuse of the instruments of service for the Project.

The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from, the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the prior written authorization of the Architect.

§ 7.2 The aforementioned submission or distribution of documents to meet official regulatory requirements or for similar legal filing purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 ten (10) years after the date of Final Acceptance of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect's obligation under this Section 8.1.2 shall survive completion of Architect's services under this Agreement or termination of this Agreement.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding

The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ — Arbitration pursuant to Section 8.3 of this Agreement

☐ — Litigation in a court of competent jurisdiction

☐ — Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 — TERMINATION OR SUSPENSION

~~§ 8.2.2~~ The parties shall share the mediator's fee and any filing fees equally. The non-binding mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

~~§ 8.2.3~~ If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 — TERMINATION OR SUSPENSION

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. Agreement except that payment may be withheld from the Architect for the Architect's substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

~~§ 9.2~~ If the Owner suspends the Project, At any time during the term of this Agreement the Owner may suspend the Project for an indefinite period of time upon seven (7) days written notice to the Architect. If the Owner suspends the Project without cause for less than one hundred eighty (180) consecutive days, then the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The If the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The Agreement shall remain in full force and effect on the Project under this Agreement not suspended.

~~§ 9.3~~ If the Owner suspends the Project for more than 90-one hundred eighty (180) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven-thirty (30) days' written notice.

~~§ 9.4~~ Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, ~~Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements, together with documented Reimbursable Expenses incurred prior to termination.~~ The Architect shall not be entitled to any anticipated profits or consequential damages.

§ 9.7 ~~In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following~~
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Article 7, Article 10, and Article 12.

§ 9.8 ~~Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated for any one Project or all Projects, on an agreed date before the end of the Agreement period without penalty to either party.~~

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 ~~and Section 9.7.7.~~

ARTICLE 10 — MISCELLANEOUS PROVISIONS

§ 9.10 ~~The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.~~

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ laws of the State of Iowa. ~~Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Linn County.~~

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for ~~Construction.~~ Construction as modified upon mutual agreement of the parties.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, ~~except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.~~ other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least ~~14~~ fourteen (14) days prior to the requested dates of execution. ~~If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect~~

shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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§ 10.6 The Architect shall not knowingly specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "~~confidential~~" or "~~business proprietary~~," confidential or business proprietary, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "~~confidential~~" or "~~business proprietary~~" confidential or business proprietary information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this ~~Section 10.8.~~ Section 10.8.

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ARTICLE 11 — COMPENSATION

§ 10.10 Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

ARTICLE 11 COMPENSATION

- .1 ~~Stipulated Lump Sum~~ Sum, determined as a fixed fee of 5.85% of the Owner's approved Budget for new Construction upon the completion of 65% complete Construction Documents. The agreed Lump Sum fee shall not be impacted/adjusted based on actual Bid amounts received on Bid Day.

(Insert amount)

Initial fees of \$1,053,000 will be established as 5.85% of an initial estimated new construction cost of \$18,000,000. Final fees will be determined and adjusted by fee amendment upon owners' approval of the 65% complete Construction Documents.

REMIT ALL PAYMENTS TO:

.2 Percentage Basis OPN Architects Inc.

(Insert percentage value) 200 Fifth Avenue SE, Suite 201

— () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section ~~11.6.~~ Cedar Rapids, Iowa 52401

~~3-Other~~ **ATTN: Vickie Choate (vchoate@opnarchitects.com)**
(Describe the method of compensation)
Becky Ulferts (bulferts@opnarchitects.com)

...

Programming	\$ 0 (waive \$18,000 fee)
Landscape Architecture	\$ 15,500 Hourly, Not to Exceed
Food Service	\$ 20,200
Signage/Environmental Graphics	\$ 14,800
Cost Estimator	\$ 33,660
FFE (selection, design & bid documents)	\$ 49,400 Allowance for competitive bids of FFE
Building Demolition/Site Reconstruction	\$ 0 By Owner / TBD

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Per Standard Hourly Rates attached as Exhibit A .

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows: Architect.

...

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
Total Basic Compensation	one hundred percent (100 %)
Schematic Design Phase	Twenty Percent	(20%)
Design Development Phase	Twenty-Five Percent	(25%)
Construction Documents Phase	Twenty Seven Percent	(25%)
Bidding Phase	Three Percent	(3%)
Construction Phase / Close-Out	Twenty-Five Percent	(27%)
Total Basic Compensation	One Hundred Percent	(100%)

§ 11.5.1 For the purposes of this Article 11 only, construction contract Change Orders shall be divided into two (2) groups: (1) Change Orders resulting solely from change in Project Scope (hereinafter called "Scope Change Orders"); and (2) all other Change Orders (hereinafter called "Other Change Orders"). Concerning additional fees for services pertaining to construction contract Change Orders, the Architect shall receive additional fees only for services pertaining to Scope Change Orders. Under no circumstances shall the Architect receive any additional fees for any work pertaining to Other Change Orders. Architect fees permitted by this Section 11.5.1 shall be negotiated.

§ 11.5.2 The Architect shall receive additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.6.4 and the responsible bid exceeds the Owner's budget for the cost of work by more than 10%.

...

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

...

See attached schedule as Exhibit A.

Employee or Category

Rate (\$0.00)

...

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses that are Owner approved prior to the expense and incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- ~~.1~~ Transportation and authorized Authorized transportation and out-of-town travel and subsistence;
 - ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - ~~.3~~ Permitting and other fees required by authorities having jurisdiction over the Project;
 - ~~.4~~ Printing; ~~.3~~ Owner requested printing, reproductions, plots, and standard form documents;
 - ~~.5~~ ~~.4~~ Postage, handling, and delivery;
 - ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - ~~.7~~ Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; ~~.5~~ Intentionally left blank;
 - ~~.6~~ Additional renderings, models, mock-ups, professional photography, videos, VR exercises and presentation materials beyond those identified in 4.2.1.7 requested by the Owner; Included within the Basic Services agreement are two exterior and two interior still renderings.
 - ~~.7~~ Intentionally left blank;
 - ~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
 - ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
 - ~~.10~~ Site office expenses;
 - ~~.11~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
 - ~~.12~~ Other similar Project-related expenditures. Intentionally left blank;
 - ~~.12~~ Other similar Project-related expenditures approved by the Owner;
- The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~—~~ percent (— %) of the expenses incurred Architect's consultants.

At the actual cost of the additional coverage.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10.1.1 An initial payment of (\$—) zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$—) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) Payments are due and payable forty-five (45) days from the date of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

—%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 — SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 — SCOPE OF THE AGREEMENT

§ 11.10.2.3 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.

§ 11.10.2.4 The Owner and/or its auditors and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Architect's non-confidential (as defined by law), information materials, records or data relating to the Project. Such Records shall also include information, materials, records or data necessary to evaluate and verify direct and indirect costs (including, but not limited to, overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Architect's Records have been generated from computerized data, the Architect agrees to and shall provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.

§ 11.10.2.5 The Architect shall preserve the Records for a period of twelve (12) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said twelve (12) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.2.6 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.3 – 11.10.2.6 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Sex Offender Acknowledgement

The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of "Acknowledgment and Certification" Form, within ten (10) days of the execution of the Agreement or before any Company workers are on any Project site.

§ 12.2 Indemnification: The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect's negligent error or omission in the performance of professional services required under this Agreement, including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.

§ 12.3 If litigation is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

12.4 179D(d)(4) Energy Tax Allocation for Designers of Government-Owned Buildings. The Owner may agree but is not obligated to allocate to the Architect and the Architect's participating and responsible Consultants all Section 179D tax deductions dedicated the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, section 179D, Notice 2008-40. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for consideration and possible approval on behalf of the design team and participating Consultants. The Architect and Architect's participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations. Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code in order to encourage the energy efficient design and construction of new or rehabilitated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 sets forth guidance as to the allocation of the section 179D deduction to designers of government owned buildings. Notice 2008-40 provides that in the case of a government owned property (Federal, State or Local government or political subdivision) the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity and may therefore be assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project as the sole election of the Owner. A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specification for a new building or an addition to an existing building that incorporates energy efficient commercial property allowed under Section 179D.

ARTICLE 13 SCOPE OF THE AGREEMENT

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- 1** — AIA Document B101™ 2017, Standard Form Agreement Between Owner and Architect
- 2** — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
— (Insert the date of the E203-2013 incorporated into this agreement.)

3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

4 Other documents:

(List other documents, if any, forming part of the Agreement.)

1 "Exhibit A" - OPN Hourly Rates

4 Exhibit "B" – Cedar Rapids Community School District "Rider to Standard Form of Agreement Between Owner and Architect", to be included upon review of districts legal counsel.

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...

David Tominsky, Board President

...

Roger Worm, AIA, Principal

01544430-1\18139-049

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:38:59 ET on 06/06/2022 under Order No. 2114290781 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

CONSENT AGENDA

BA-22-372 Agreement – Cedar Rapids Community School District and SHI International Corporation – Microsoft Licensing – 2022-2023 School Year (Jeff Lucas/Craig Barnum)

Exhibit: BA-22-372.1-2

Action Item

Pertinent Fact(s):

The annual renewal of the Agreement allows for the use of Microsoft tools, including Office, as well as licensing for the use of cloud-based management tools, server access licensing, and desktop OS licensing. The licensing is being purchased via the Sourcewell pre-bid consortium contract.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and SHI International Corporation – Microsoft Licensing for the 2022-2023 School Year.



Pricing Proposal
Quotation #: 21907302
Reference #: EES budgetary renewal quote
Created On: Apr-20-2022
Valid Until: May-31-2022

Cedar Rapids Community School District

Jeff Lucas

2500 Edgewood Rd NW
Cedar Rapids
IA
52405
Phone: 319-558-2000
Fax:
Email: JeLucas@crschools.us

Midwest Education Account Manager

Ryan Galdamez

290 Davidson Ave
Somerset, NJ
08873
Phone: 732-652-4750
Fax: 732-652-4751
Email: Ryan_Galdamez@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 A3 Unified Edu Sub Per User Microsoft - Part#: AAD-38391 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Jul-01-2022 – Jun-30-2023 Note: Year 1	1850	\$58.64	\$108,484.00
2	M365 A3 Unified Edu Sub Student Use Benefit Per User Microsoft - Part#: AAD-38397 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Jul-01-2022 – Jun-30-2023 Note: Year 1	21000	\$0.00	\$0.00
3	VisioPlan2forEDU ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P4U-00001 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Jul-01-2022 – Jun-30-2023 Note: Year 1	2	\$24.74	\$49.48
4	VSPProSubMSDN ALNG LicSAPk MVL Microsoft - Part#: 77D-00110 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Jul-01-2022 – Jun-30-2023 Note: Year 1	1	\$54.68	\$54.68
5	SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00302 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Coverage Term: Jul-01-2022 – Jun-30-2023 Note: Year 1	14	\$298.89	\$4,184.46
6	WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic	40	\$38.47	\$1,538.80

Microsoft - Part#: 9EA-00039
Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: Jul-01-2022 – Jun-30-2023
Note: Year 1

BA-22-372.1-2
Page 2

7	WinSvrSTDCore ALNG LicSAPk MVL 2Lic CoreLic	60	\$6.06	\$363.60
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Microsoft - Part#: 9EM-00562
Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: Jul-01-2022 – Jun-30-2023
Note: Year 1

Shipping	\$0.00
Total	\$114,675.02

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Laurel A. Day

Date

CONSENT AGENDA

BA-22-373 Memorandum of Agreement – Cedar Rapids Community School District and Mapping Strategies LLC (David Tominsky/Laurel Day)

Exhibit: BA-22-373.1-2

Action Item

Pertinent Fact(s):

1. After each federal decennial census, school boards of districts divided into director districts must review the district boundaries to see whether the current boundaries comply with existing laws. School boards use the Iowa Code to determine whether changes to district boundaries are necessary.
2. Mapping Strategies LLC will support CRCSD's 2021-2022 decennial redistricting needs. Specifically, the rebalancing of director districts, online mapping displays of potential director districts for public review, and documentation for mandatory submission deadlines.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Mapping Strategies LLC for the federal decennial census requirements provided in Iowa Code.

**Memorandum of Agreement
Between
Cedar Rapids Community School District
And
Mapping Strategies**

WHEREAS, Cedar Rapids Community School District is a recognized Community School District (CSD) in and by the State of Iowa and;

WHEREAS, Mapping Strategies, LLC is a L.L.C., licensed in Iowa, and;

IT IS THEREFORE AGREED; Cedar Rapids CSD and Mapping Strategies, through this Memorandum of Agreement (MOA), agree to the following obligations.

Mapping Strategies will support Cedar Rapids CSD's 2021-2022 decennial redistricting needs. Specifically, Mapping Strategies will be engaged for rebalancing of director districts, online mapping displays of potential director districts, documentation for submission, and hardcopy wall map for review and reference.

Cedar Rapids CSD will perform the following:

1. The CSD will give appropriate input on factors it would like considered in the drawing of Director Districts.
2. The CSD Board Secretary & attorney will coordinate with Mapping Strategies to meet the Iowa Secretary of State's (SOS) public notice requirements and timelines;
3. Give Mapping Strategies permission to be the CSD's representative in the uploading of director district GIS files to the SOS, including having Mapping Strategies be granted a portal password for the CSD;
4. Clarify any policy requests related to the mapping project; and
5. Respond in a timely and professional manner.

Mapping Strategies support of rebalancing Director Districts will consist of:

1. Rebalancing Director Districts:
 - Gather input from relevant parties;
 - Geographic Information System (GIS) analysis of the 2020 Census data;
 - Two new director district scenarios that meet SOS criteria will be created as shapefiles (the GIS files required for submission);
 - Mapping Strategies will convert the GIS files into useable files for the CSD (PDFs, jpgs, tifs, etc.) so they may be duplicated by staff.
 - Final map – a final wall map (2 by 3 feet) with appropriate layers, approved by the CSD, will be printed and shipped to the CSD.

2. Online mapping displays of potential director districts:

- Mapping Strategies rents on-line mapping server space from ESRI, the premier GIS Corporation in America. Both potential director district scenarios created by Mapping Strategies for the CSD will be used to create on-line maps.
- They can be used for board discussion.
- They are public for public review.
- They will be housed on the server, and available to the public, until approved by the CSC Board of Directors.

3. Documentation for submission:

- Work with CSD Board Secretary & Attorney to produce resolutions (Provide maps and online links of proposed director districts);
- Complete SOS worksheets;
- Produce PDF maps and GIS boundary files(shapefiles) for SOS submission;
- Upload GIS files through SOS redistricting portal;

Expenses and Payment:

1. Mapping Strategies will return invoice upon submission of materials to SOS. Cedar Rapids CSD will issue payment within fifteen (15) days of receipt of invoice. Please send to:

Mapping Strategies
1154 – 19th Street
Des Moines, Iowa 50314

2. Rebalancing Director Districts - \$2,250;
3. Online maps - \$500
4. Hardcopy maps - \$250; and
5. Postage – Actual cost.

Jim Addy, Owner, Mapping Strategies

Date: 6/1/2022

Cedar Rapids CSD Board Secretary

Date: _____

CONSENT AGENDA

BA-22-374 Approval – New Elementary at the Jackson (Maple Grove) Elementary School Site Project - Change Order #6 (Jon Galbraith)

Exhibit: BA-22-374.1

Action Item

Pertinent Fact(s):

1. Rinderknecht Associates, Inc., is the contractor for the project with a contract amount of \$20,591,316.47 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 \$4,964.83 for a new contract amount of \$20,596,281.30
 - COR 021.1 results from an error or omission on the plans and specs resulting in the addition of sinks in 1519 and 1520.
 - COR 024 results from owner's request for additional epoxy floor sealant.
 - COR 025 results from an owner's request for added CMU at library circulation.
 - COR 026 results from an unforeseen condition resulting in the elimination of pumps CHP-2 and HWP-2.

Recommendation:

It is recommended that the Board of Education approve Change Order #6 to Rinderknecht Associates, Inc., for the New Elementary at the Jackson (Maple Grove) Elementary School Site Project.



Document G701™ – 2017

Change Order

PROJECT: (Name and address) 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: 006 Date: May 31, 2022
OWNER: (Name and address) Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, IA 52405	ARCHITECT: (Name and address) OPN Architects 200 5 th Ave. SE, Suite 201 Cedar Rapids, Iowa 52401	CONTRACTOR: (Name and address) Rinderknecht Associates, Inc 1000 29 th Ave SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:


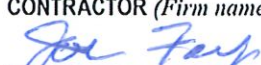
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 021.1 Sinks in 1519 and 1520	\$8,476.78
COR 024 Additional Epoxy Floor Sealant	\$3,959.10
COR 025 Added CMU at Library Circulation	\$568.96
COR 026 Eliminate Pumps CHP-2 and HWP-2	(\$8,040.01)
Total:	\$4,964.83

The original Contract Sum was	\$ 19,973,000.00
The net change by previously authorized Change Orders	\$ 618,316.47
The Contract Sum prior to this Change Order was	\$ 20,591,316.47
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,964.83
The new Contract Sum including this Change Order will be	\$ 20,596,281.30
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	Rinderknecht Associates	Cedar Rapids Community School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
Chad Schumacher	Joe Fay	Laurel Day - Board Secretary
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
5.31.22	5.31.22	
DATE	DATE	DATE

CONSENT AGENDA

BA-22-375 Tabulation – Truman Early Childhood Center - Playground Equipment (Jon Galbraith)

Exhibit: BA-22-375.1

Action Item

Pertinent Fact(s):

1. The project consists of the purchase of playground equipment for Truman Early Childhood Center.
2. In partnership with other governmental agencies, a cooperative purchasing contract has been identified to leverage best-pricing/services already bid and awarded to Outdoor Recreation Products for the products desired.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Truman Early Childhood Center - Playground Equipment and award the bid to Outdoor Recreation Products.



Outdoor Recreation Products

9840 South 168th Ave., Ste. 3

Omaha, Nebraska 68136

Phone: 402-289-0400

Fax: 402-289-0300

www.outdoorrecreationproducts.com

Quote

Play Equipment (Materials Only)

Project No. 1162496-03-02

Project: Truman Elementary

Location: Cedar Rapids, Iowa

Attn: Jon Galbraith

Phone: 319.530.5938

Email: jgalbraith@crschools.com

Quote Date: May 26, 2022

Sales Rep: Diane Witt, West Des Moines, IA Location

515.802.9861

diane@outdoorrec.net

Terms: Net 30 days

Qty	Description	Total	
1	Landscape Structures, Weevos, 2-5Y Play Structure Design 7775, 3 Arch Mainstructure, with Surface Mounted Boppity Bridge, Swiggley Stix Bridge, Wee Planet Climber, Bongo/Xylofun Panels, Optigear Panel, Cozy Coaster Slide, and Wee Crawl Tunnel	\$ 42,745	\$ 42,745.00
1	Landscape Structures, 173591A, OmniSpin Spinner, Surface Mount	\$ 9,490.00	\$ 9,490.00
1	Landscape Structures, 168099B, Cozy Dome 2"SM	\$ 5,010.00	\$ 5,010.00
1	Landscape Structures, 100121D Clubhouse w/Square Poly Roof, 2" SM	\$ 6,815.00	\$ 6,815.00
1	Landscape Structures, Inc. 120458B, Sandbox w/4' Timbers 8' Square with Mesh Cover (8' Square)	\$ 885.00	\$ 885.00
	Assumes Purchasing through National Contract 6% Discount		\$ (3,895.80)
Total		\$	61,049.20
Freight		\$	3,030.00
Sales Tax		Not Included	
Total		\$	64,079.20

Sale Tax will need to be added if not tax exempt. Tax exemption certificate provided at time of order. If not tax exempt, sales tax will be added.

SERVICE CHARGES OF 3% OF THE TOTAL BILL WILL BE CHARGED ON ALL PAST DUE INVOICES.

PLEASE INITIAL FOR ACKNOWLEDGEMENT

QUOTES ARE VALID FOR 30 DAYS

To Accept this quotation, sign & date here and return:

THANK YOU FOR YOUR BUSINESS

Laurel A. Day

Date

After 7/1
Wty on ESSER Acct # 4045

CONSENT AGENDA

BA-22-376 Tabulation – Truman Early Childhood Center – Playground Surfacing (Jon Galbraith)

Exhibit: BA-22-376.1-5

Action Item

Pertinent Fact(s):

1. The project consists of the purchase of playground safety surfacing for Truman Early Childhood Center.
2. In partnership with other governmental agencies, a cooperative purchasing contract has been identified to leverage best-pricing/services already bid and awarded to DuraSAFE for the products and services desired.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Truman Early Childhood Center for Playground Surfacing and award the bid to DuraSAFE.

Quotation

1-Jun-2022

Quote No.: Q107327-6-TP



Attn: .
Customer: Cedar Rapids Community
Address: 2500 Edgewood Rd NW
City/State: Cedar Rapids, IA 52405

Project: Cedar Rapids CSD - Truman Elementary School
Phone:
Fax:
E-mail: .

Project Contact:
Phone / Fax:

Contact SSI:
 800.263.2363 / Fax 519.882.2697

Area No. 1 of 1 - Cedar Rapids CSD - Truman Elementary School

Installation Site: Cedar Rapids CSD - Truman Elementary Address: 441 W Post Rd NW City / State: Cedar Rapids, IA 52405	Ship To: Cedar Rapids CSD - Truman Elementary Address: 441 W Post Rd NW City / State: Cedar Rapids, IA 52405	Quote Type: DuraSAFE Installed, Surface Mount Sub Base Type: Concrete (cured 10 days) Area (Sq. Ft.): 2205
---	---	---

Unit	Qty.	Color	Description	Thickness	Drop Ht.	Weight	List Price	Total Weight	Total List	Unit Cost
Each	281	Azure	DuraSAFE "Premium"	2.75"	5' 0"	27.35	\$62.00	7685.35	\$17,422.00	\$43.40
Each	282	Emerald Green	DuraSAFE "Premium"	2.75"	5' 0"	27.35	\$62.00	7712.70	\$17,484.00	\$43.40
Each	126		Adhesive - Tile to Tile (tube)			1.65	\$9.25	207.90	\$1,165.50	\$9.25
Each	2		Bostik Greenfusion Adhesive - Tile to Base			56.80	\$241.00	113.60	\$482.00	\$241.00
Each	1		Dispensing Unit Applicator Tip - Custom			0.10	\$19.00	0.10	\$19.00	\$19.00
Each	1		Dispensing Unit End Cap - Custom (welded)			0.20	\$25.00	0.20	\$25.00	\$25.00
Each	17		Polyurethane Foam Sealant			1.17	\$9.25	19.89	\$157.25	\$9.25
Each	1		SOURCEWELL CONTRACT NO. 010521-SFS			0.00	\$0.00	0.00	\$0.00	\$0.00

Installation

Prevailing Wage / Fair Wage - \$36.52

• Installation

- Labour
- Equipment Rental - Bobcat - Included
- Waste Bucket - Included
- Travel - Mobilization - Included
- Security - Not Included - To be supplied by others if required
- Miscellaneous - Included
- Special Permits/Licensing/Certifications Required - Included

Installation to be completed by non-union subcontractor SOFSURFACES USA.

BONDING

IMPORTANT

This quotation has been priced based on the following realities:

1. At any point during the installation process, sofSURFACES Installation crews, or certified installation crews acting on behalf of sofSURFACES will have complete and uninterrupted access to the site until the construction phase of the project has been completed.
2. sofSURFACES will not be responsible for damages incurred to grounds throughout the installation process (this includes: concrete, grading, grass, gardens and/or plants, flowers etc.). It is understood by both parties that heavy equipment may be required in order to efficiently complete the project or gain access to the site.
3. sofSURFACES will not be held responsible for any ground repair needed and will make every effort to ensure that any property damage to the grounds is kept to a minimum throughout the duration of the project.

(Quoted value is subject to change upon notice of any ancillary costs. Additional costs may include [but are not limited to] required entry fees, special training, certifications, background checks and security clearances not previously identified as required or if the installation needs to be completed during weekend hours, within a very narrow window of time or under restricted special circumstances). A \$1,200/day fee will be charged for each day that our installers are on site after the agreed upon start date if the site is not ready for the installation to begin. A site features form, required photos request, completed dimensions verification form and elevation form request will be sent out for completion after the order is placed. These forms must be completed in full and returned no later than 4 business days prior to the scheduled installation start date otherwise the installation may be rescheduled to a later date at the discretion of the Installation Project Manager until said forms have been completed.

*****PLEASE NOTE: Should the sub base for your project be Compacted Granular, it MUST meet the following specification: (Type 1) 3/4 minus) compacted to 95% S.P.D. Not "clear" gravel.*****

Undersigned for Cedar Rapids Community School District accepts the terms and conditions which apply to this quotation.

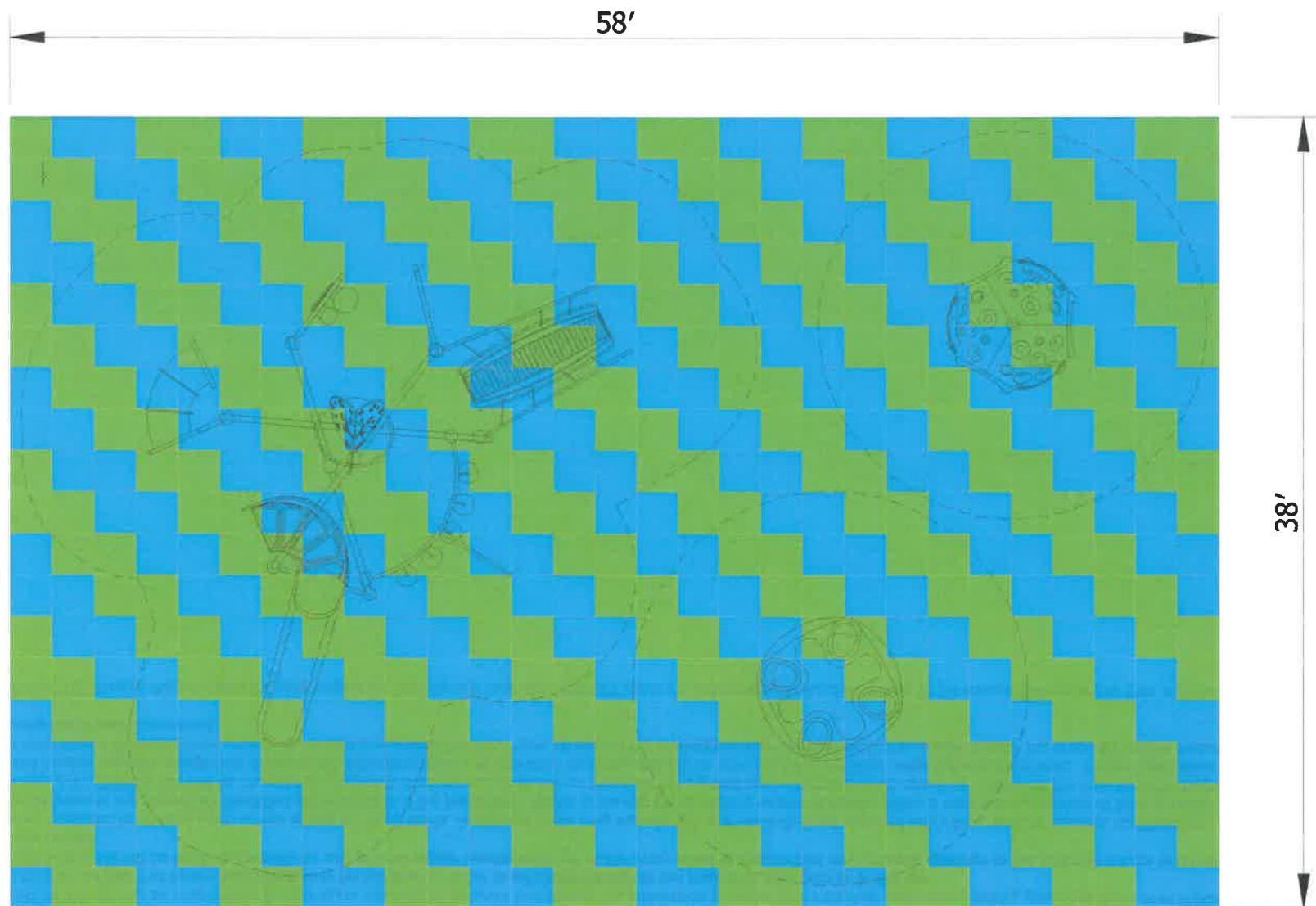
X

SIGNED

DATE

Tile Layout - Area N° 1 - Cedar Rapids CSD - Truman Elementary School

Area (Sq. Ft.): 2205



X

The material quantities proposed are based on this layout. If the layout is altered, this may influence the quantities needed for a successful installation. Please initial that you understand and agree.

h an e
olution version of the Anyfamily) Pdf Converter : http://www.anyfamily.com

Pallets: 7 Weight: 16335
Dealer: Carson Kramer - Clarksville, IA
Shipping Options: Need Van, Residential Delivery

Total List Price: \$36,754.75
Discount 30.00% (\$10,471.80)

This proposal reflects a prevailing wage / fair wage rate of \$36.52 (including fringe). Should the prevailing wage / fair wage requirement be determined to be higher or lower, a revised proposal will be required.

Upon timely completion of the project, sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, the amount indicated herein. In the event that only substantial completion is accomplished (i.e., the site is usable but not completely finished), sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, up to 95% of the amount indicated herein, allowing for the customer to reserve 5% until completion of the project, upon which time sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, the remaining balance owed. Quoted value is subject to change upon notice of additional associated costs. Additional costs may include (but are not limited to) required entry fees, special training, certifications, background checks and security clearances.

15% Restock fee and shipping for plus tiles. No returns on premium tiles.

The drawings within this quote are based on measurements supplied to sofSURFACES and are not professional engineered drawings. It is the project manager's responsibility (not sofSURFACES or its dealer) to provide sofSURFACES with correct measurements and to ensure that all site specifications and site preparations (including without limitation slopes, ramps, and transition components) are compliant with local building codes, and prepared to sofSURFACES' requirements.

Total (After Third Party Discount): \$26,282.95
Installation: \$13,564.80
Shipping and Handling Charge: \$3,710.91
Total in USD Funds: \$43,558.66
Cost per sq.ft.: \$19.75

Finance Options Available

*Estimated Monthly Payment, 1 Year Term: Min. Order = \$10,000.00 \$3,238.13 USD
2 Year Term: Min. Order = \$25,000.00 \$1,692.08 USD
3 Year Term: Min. Order = \$35,000.00 \$1,183.74 USD

*Monthly payment based on minimum 15% down deposit. Final Rate subject to OAC. For more information please contact our Finance Controller at 1-800-263-2363 or m.patterson@sofsurfaces.com.

FOR MAILED US PAYMENTS:
Sof Surfaces Inc.
Dept CH 19173
Palatine, IL 60055-9173

FOR COURIERED US PAYMENTS:
Sof Surfaces Inc. - Lockbox 19173
5505 N Cumberland Avenue, STE 307
Chicago, IL 60656-1471

FOR CANADIAN PAYMENTS:
Sof Surfaces Inc.
4393 Discovery Line
Petrolia, ON, N0N 1R0



Undersigned for Cedar Rapids Community School District accepts the terms and conditions which apply to this quotation.

X

SIGNED

Quote valid for 60 days.

DATE



CONSENT AGENDA

BA-22-377 Agreement – Cedar Rapids Community School District and Growing Leaders (Habitudes) – 2022-2023 School Year (Justin Blietz)

Exhibit: BA-22-377.1-10

Action Item

Pertinent Fact(s):

1. Habitudes currently serves as the curricular resource for high school social and emotional learning and is aligned to the five CASEL social and emotional competencies (self-awareness, social awareness, self-management, relationship skills and responsible decision making).
2. All CRCSD high schools used the curriculum during the current school year and administration is recommending that the curriculum continue for the 2022-2023 School Year. Data indicates student growth in four of the five competencies after using the curricular resource.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Growing Leaders (Habitudes) for the 2022-2023 School Year.



GROWING LEADERS
Ready for Real Life

Summary of Proposed Products and Services

WHAT YOU WILL GET We are excited to offer you the following package. Upon signing, your agreement will give you access to the following digital content, other resources, and/or services. Please note, your HabitudesOnline access instructions will be sent to the person leading Habitudes at your organization within 2 business days of completing this agreement.

Name	Price	QTY	Subtotal
Jefferson High School Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 1 Annual HabitudesOnline Digital Subscription to: <i>Habitudes for Social and Emotional Learning, High School Edition, Course 1</i> Total Logins: 140 Number of Students: 1430 Subscription Effective Date: July 1, 2022 Subscription Expiration Date: August 1, 2023 *The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*	\$3,999.00	1	\$3,999.00

Jefferson High School Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 2 Annual HabitudesOnline Digital Subscription to: <i>Habitudes for Social and Emotional Learning, High School Edition, Course 2</i> Total Logins: 140 Number of Students: 1430 Subscription Effective Date: July 1, 2022 Subscription Expiration Date: August 1, 2023 *The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*	\$499.00	1	\$499.00
Poster — SEL 2	\$0.00	1	\$0.00
Shipping	\$10.00	1	\$10.00

<p>Kennedy High School</p> <p>Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 1</p> <p>Annual HabitudesOnline Digital Subscription to:</p> <p><i>Habitudes for Social and Emotional Learning, High School Edition, Course 1</i></p> <p>Total Logins: 165 Number of Students: 1689</p> <p>Subscription Effective Date: July 1, 2022 Subscription Expiration Date: August 1, 2023</p> <p>*The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*</p>	\$3,999.00	1	\$3,999.00
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Kennedy High School Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 2 Annual HabitudesOnline Digital Subscription to: <i>Habitudes for Social and Emotional Learning, High School Edition, Course 2</i> Total Logins: 165 Number of Students: 1689 Subscription Effective Date: July 1, 2022 Subscription Expiration Date: August 1, 2023 *The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*	\$499.00	1	\$499.00
Poster — SEL 2	\$0.00	1	\$0.00
Shipping	\$10.00	1	\$10.00

Metro High School Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 1 Annual HabitudesOnline Digital Subscription to: <i>Habitudes for Social and Emotional Learning, High School Edition, Course 1</i> Total Logins: 40 Number of Students: 400 Subscription Effective Date: July 1, 2022 Subscription Expiration Date: August 1, 2023 *The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*	\$1,999.00	1	\$1,999.00
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Metro High School Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 2 Annual HabitudesOnline Digital Subscription to: <i>Habitudes for Social and Emotional Learning, High School Edition, Course 2</i> Total Logins: 40 Number of Students: 400 Subscription Effective Date: July 1, 2022 Subscription Expiration Date: August 1, 2023 *The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*	\$499.00	1	\$499.00
Poster — SEL 2	\$0.00	1	\$0.00
Shipping	\$10.00	1	\$10.00

<p>Washington High School</p> <p>Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 1</p> <p>Annual HabitudesOnline Digital Subscription to:</p> <p><i>Habitudes for Social and Emotional Learning, High School Edition, Course 1</i></p> <p>Total Logins: 120 Number of Students: 1212</p> <p>Subscription Effective Date: July 1, 2022 Subscription Expiration Date: August 1, 2023</p> <p>*The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*</p>	\$3,999.00	1	\$3,999.00
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Washington High School Subscription — Habitudes for Social and Emotional Learning, High School Edition, Course 2 Annual HabitudesOnline Digital Subscription to: <i>Habitudes for Social and Emotional Learning, High School Edition, Course 2</i> Total Logins: 120 Number of Students: 1212 Subscription Effective Date: July 1, 2022 Subscription Expiration Date: August 1, 2023 *The subscription permits the partner to utilize the Habitudes®Online resources within the organization. Any other use will require written permission from Growing Leaders.*	\$499.00	1	\$499.00
Poster — SEL 2	\$0.00	1	\$0.00
Shipping	\$10.00	1	\$10.00

Subtotal **\$16,032.00**

Total \$16,032.00

GROWING LEADERS, INC. Contract Owner: <u>Lauren Hooven</u> Contract Owner: <u>Growing Leaders Team Member</u> Date: <u>05 / 31 / 2022</u>	LICENSEE: Name: _____ Title: _____ Signature: _____ Date: _____ .
---	---

Essential Information

Please fill out the following information to complete this contract

Please share the **total** number of Students who will be impacted Habitudes this year: _____
Of those students, how many are **new** to Habitudes this year? _____

Person who will lead Habitudes at your organization (Please fill this out, even if it is you):

Name: _____

Organization: _____

Title: _____

Email: _____

Phone: _____

Who should receive the invoice?

Name/Department: _____

Email: _____

Contact Phone Number: _____

Principal billing address:

How you would prefer to pay:

☐ Credit Card ☐ Check ☐ Purchase Order ☐ Wire Transfer

(If applicable):

PO# _____

Business address (Where do you want resources shipped?)

☐ Same as Billing ☐ Different Address (fill out below)

RETURN POLICY: We regret that we are unable to accept returns or provide refunds. All sales are final.

PAYMENT POLICY: Growing Leaders will invoice within 2 business days of signed proposal. All invoices are NET30. After 30 days a reminder invoice will be sent and our Accounts Receivable will reach out for payment confirmation. If at 90 days past due payment has not been received Growing Leaders has the right to terminate access to HabitudesOnline.

CONSENT AGENDA

**BA-22-378 Agreement – Cedar Rapids Community School District and WeVideo Inc. –
2022-2023 School Year (Craig Barnum/Jeff Lucas/Carissa Jenkins)**

Exhibit: BA-22-378.1-2

Action Item

Pertinent Fact(s):

WeVideo is a cloud-based video editing tool for the classroom with 24/7 availability for teachers and students to use from anywhere. The annual renewal request would cover licensing for 1 year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and WeVideo Inc. for the 2022-2023 School Year.



for Schools

5/16/2022 8:06:20

quote number: WVS1273587

page 1 of 2

price quote/proposal

remit payment to

WeVideo Inc.
1975 W. El Camino Real - Suite 202
Mountain View, CA 94040
Fax: 408-819-9441
650-800-3403
ar@wevideo.com
po@wevideo.com

customer information:

CEDAR RAPIDS COMM SCHOOL DISTRICT
Jeff Lucas
Information Technology Manager
jelucas@crschools.us
319-558-1585
2500 Edgewood Rd NW
Cedar Rapids, Iowa 52405

Date: 5/16/2022
Quote Expires: 8/14/2022

WeVideo Contact:
Jaime Hernandez
jaime@wevideo.com

Notes:

Renewal date: 7/1/22

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
6000 users	WeVideo for Schools Annual Subscription, multi-user license	\$9.97	\$2,829.7	71.62%	\$16,978.00
		(price per user)	(price per user)		
30000 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
360000 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
1	Professional Services: OnBoarding (60 min live online)	\$350.00	\$0.00	100%	\$0.00
0	Professional Development Options (teacher/tech training, onsite, online, etc.)				none selected
0	Professional Development, 60 minutes, live online, Cohort of 20	\$350			\$0
6,000	Mobile App access for iOS and Android devices, all users	\$2.99	included	100%	\$17,940.00
				Subtotal	\$16,978.00
				Quote is valid for terms as stated above and below	
				All prices in United States Dollars (\$)	
				Total	\$16,978.00

SECTION I - term length and subscription term discount options (CHECK ONE):

Discount

<input type="checkbox"/>	Purchase 12 months/1 year subscription for 6000 users - rate of:	\$16,978.00	
<input type="checkbox"/>	Purchase 24 months/2 year subscription for 6000 users -	\$28,862.60	15%
	[] 2 annual payment:	\$14,431.30	
<input type="checkbox"/>	Purchase 36 months/3 year subscription for 6000 users -	\$40,747.20	20%
	[] 3 annual payment:	\$13,582.40	
<input type="checkbox"/>	Purchase 48 months/4 year subscription for 6000 users -	\$50,934.00	25%
	[] 4 annual payment:	\$12,733.50	
<input type="checkbox"/>	Purchase 60 months/5 year subscription for 6000 users -	\$59,423.00	30%
	[] 5 annual payment:	\$11,884.60	

*If pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manager.

SECTION II - is a purchase order required to send an invoice to CEDAR RAPIDS COMM SCHOOL DISTRICT (CHECK ONE):

- ☐ Yes, a school/district PO is required to invoice our school or district
- ☐ No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

SECTION III - professional services

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- ☐ Professional Development, full day, on site - **\$3000**
- ☐ Professional Development, two day, on site - **\$5500**

[] Professional Development, 60 minutes, live online, Cohort of 20 - **\$350** each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days. subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

page 1 of 2



for Schools

5/16/2022 8:06:20

quote number: WVS1273587

page 2 of 2

price quote/proposal page 2 of 2**school/district** CEDAR RAPIDS COMM SCHOOL DISTRICT**contact** Jeff Lucas**WeVideo contact:** Jaime Hernandez jaime@wevideo.com

ar@wevideo.com

1975 West El Camino Real Suite 202

sales@wevideo.com

Mountain View, CA 94040

Fax: 408-819-9441

Ph: 650-800-3403

Quote Expires:

6/15/2022

SECTION IV - COMPLETE ALL FIELDS:**REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT****SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)**

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name

WeVideo account admin/owner **Name**

(who will log-in/manage the WeVideo account)

Admin/owner **Email**

Job title/role

Phone Number

BILLING INFORMATION

Accounts Payable Contact

Accounts Payable Email

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature

Date

Print Name

Print Title

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name**Title****Authorized Signature****Date**

CONSENT AGENDA

BA-22-379 Final Approval - New Elementary at the Coolidge (West Willow) Elementary School Site Project - Food Service Equipment Project - Certificate of Substantial Completion (Jon Galbraith)

Exhibit: BA-22-379.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$401,021.00, plus net change orders in the amount of \$162.00, for a final contract price of \$401,183.00 and the funding was provided by the Secure an Advanced Vision for Education Fund (SAVE). The project was substantially completed on May 24, 2022.

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 New Elementary at the Coolidge (West Willow) Elementary School Site Project - Food Service Equipment Project.



Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Coolidge (West Willow) Elementary

6225 1st Ave NW
Cedar Rapids, IA 52405

CONTRACT INFORMATION:
Contract For: 19213000 - New Elementary
at the Coolidge Site
Date: April 13, 2020

CERTIFICATE INFORMATION:
Certificate Number: 001

Date: May 23, 2022

OWNER: *(name and address)*
CRCS
2500 Edgewood Road NW
Cedar Rapids, IA 52405

ARCHITECT: *(name and address)*
OPN Architects
200 5th Ave SE, STE 201
Cedar Rapids, IA 52401

CONTRACTOR: *(name and address)*
Rapid Food Service
6201 S. Gateway Dr.
Marion, IA 52302

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

New Elementary at the Coolidge Site

OPN Architects

ARCHITECT *(Firm Name)*

SIGNATURE

Chad Schumacher

PRINTED NAME AND TITLE

September 13, 2021

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Rapid Food Service

CONTRACTOR *(Firm Name)*

SIGNATURE

Eric Schmitt - Vice-President

PRINTED NAME AND TITLE

5/24/2022

DATE

Cedar Rapids CSD

OWNER *(Firm Name)*

SIGNATURE

Laurel Day - Board Secretary

PRINTED NAME AND TITLE

DATE



AIA® Document G702®S – 2017

Application and Certificate for Payment, Contractor-Subcontractor Version

TO CONTRACTOR: Rapids Foodservice Advanced Contracts and Design 6201 S. Gateway Dr. Marion, IA 52302	PROJECT: Coolidge Elementary - Cedar Rapids CSD 6225 1st Avenue NW Cedar Rapids, IA 52405	APPLICATION NO: 006 PERIOD TO: April 30, 2022 SUBCONTRACT FOR: SUBCONTRACT DATE: PROJECT NOS: / 19213000 / 19213000	Distribution to: OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
FROM SUBCONTRACTOR:			

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. AIA Document G703S™, Continuation Sheet, Subcontractor Version, is attached.

1. ORIGINAL SUBCONTRACT SUM	\$401,021.00
2. NET CHANGE BY CHANGE ORDERS	\$162.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$401,183.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$401,183.00
5. RETAINAGE:	
a. 0 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$401,183.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$381,123.85
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$20,059.15
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	\$1,612.00	\$1,450.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$1,612.00	\$1,450.00
NET CHANGES by Change Order		\$162.00

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

SUBCONTRACTOR:

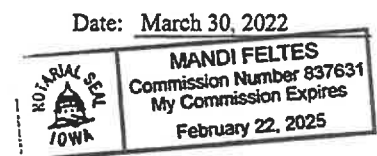
By: Ananda Kaiser

State of: Iowa

County of: Linn

Subscribed and sworn to before
me this 30 day of March 2022

Notary Public: Mandi Feltes
My Commission expires: Feb 22, 2025



Kel 5.27.22

CONSENT AGENDA

BA-22-380 Award of Contract – Educational Leadership and Support Center – Professional Development Center - AV Upgrades Project (Jon Galbraith)

Exhibit: BA-22-380.1-3

Action Item

Pertinent Fact(s):

1. The project consists of AV upgrades in the PDC (Professional Development Center) at the Education Leadership and Support Center and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. The low bid for the ELSC AV Upgrades Project is \$175,735 and the low bidder is TriCity Electric Co.

Recommendation:

It is recommended that the Board of Education Approve the Award of Contract to the low bidder, TriCity Electric Co., for the Educational Leadership and Support Center – Professional Development Center - AV Upgrades Project.



April 26, 2022

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

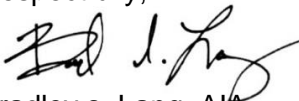
RE: Probable Cost of CRCSD 2022-23 AV Upgrades – Educational Leadership and Support Center

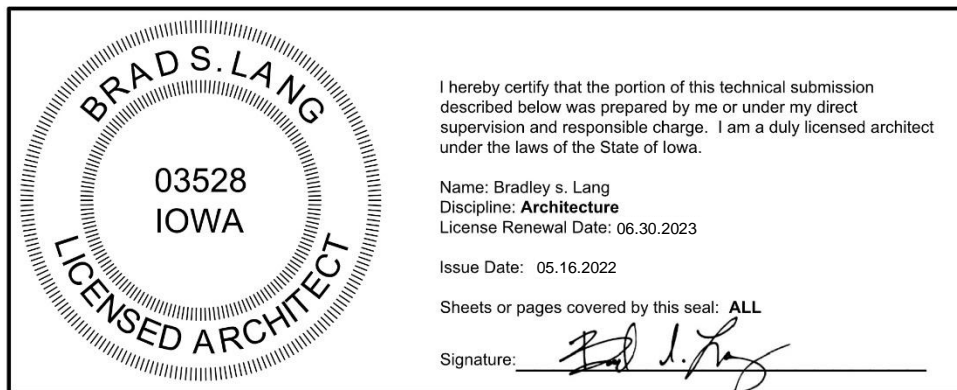
Dear Jon:

In accordance with Iowa Code 38.3(2), the total probable cost of labor, materials, equipment, and supplies (excluding architectural & engineering design and construction services) for the above-mentioned project is as follows:

Total Estimated Cost of Construction: \$350,000.00

Respectfully,


Bradley s. Lang, AIA
Solum Lang Architects



Copy: Traci Rozek, CRCSD
Darci Lorensen, SLA
Jonathan Gettler, DE

*The Architect, as a design professional familiar with the construction industry, has prepared the Opinion of Probable Construction Costs. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Opinion of Probable Construction Costs.

[illegible]



June 3, 2022

Mr. Jon Galbraith, Buildings and Grounds Manager, Cedar Rapids Community School District, Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405

RE: CRCSD 2022-23 AV Upgrades – Educational Leadership and Support Center
Cedar Rapids Community School District

JON:

One (1) bid was received on June 2nd, 2022, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is TriCity Electric Co, located in Davenport, Iowa. Our initial review did not discover any irregularities with this bid. We recommend that the Cedar Rapids Community School District proceed with your award process on the basis of the lowest bona fide bid as listed below. This award may be subject to submittal of acceptable bonds, insurance and other requirements of the Cedar Rapids Community School District. We are enclosing a copy of the bid tabulation for your use.

TriCity Electric Co.

Base Bid:	All Work to Upgrade A/V Equipment per Plans and Specifications in Areas Identified on Documents Shall Be:	\$175,735.00
	TOTAL	\$175,735.00

Please contact our office of the award decision and we will proceed with obtaining the agreement, bonds and insurance.

Thank you for the opportunity to work with you on this project, and we look forward to continuing to do so throughout the construction process. If you have any questions, do not hesitate to contact us.

Respectfully,

A handwritten signature in blue ink, appearing to read "Brad S. Lang".

Brad s. Lang, AIA
Partner
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Darci Lorensen, SLA

CONSENT AGENDA

BA-22-381 Agreement – Cedar Rapids Community School District and Goodwill Industries of the Heartland – Janitorial Services at the Transition Center – 2022-2023 School Year (Wendy Parker)

Exhibit: BA-22-381.1-3

Action Item

Pertinent Fact(s):

CRCSD's Transition Center is located on the second floor of the Kubias Building at 311 3rd Ave SE, is not physically connected to a school building. Goodwill Industries employs adults with disabilities whom they train for various occupations including janitorial work. Coordinating with Goodwill Industries is an economical way to provide janitorial services to one of our small off-site locations.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Goodwill Industries of the Heartland for Janitorial Services at the Transition Center for the 2022-2023 School Year.

**AGREEMENT
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
GOODWILL INDUSTRIES OF THE HEARTLAND**

This AGREEMENT is made and entered into by and between the Cedar Rapids Community School District, an Iowa public school corporation (the "District") and the Goodwill Industries of the Heartland ("Goodwill Industries").

1. **Purchased Services.** Goodwill Industries shall provide a job candidate responsible for the janitorial services outlined below.

2. **Job Duties to be completed.**

Daily

- 1) Vacuum - All carpeted areas
- 2) Bathrooms
 - a. Change and stock all paper products
 - b. Fill soap dispensers
 - c. Sanitize toilets.
 - d. Sanitize sinks and counters
 - e. Clean mirrors
 - f. Sweep and mop the floors
 - g. Wipe down shower stalls as needed
- 3) Kitchen Areas / Activity Areas
 - a. Wipe down appliances inside and out (microwaves, stove, etc.)
 - b. Wipe down counter, drawers and cabinets (disinfect all kitchen drawer & cupboard handles)
 - c. Sanitize tables
 - d. Refill soap dispenser and paper towels
 - e. Dust computer terminals and keyboards
 - f. Sweep and mop all tiled floors
- 4) Conference Room
 - a. Sanitize tables
- 5) Storage/Wash Dryer Areas
 - a. Wipe down washer and dryer appliances
- 6) Extra
 - a. Wash front and side glass door windows (inside and out weekly)
 - b. Wipe down drinking fountains
 - c. Sanitize all door handles
 - d. Spray anti-bacterial spray on all office telephone receivers
 - e. Complete other duties requested by staff or written in the communication log
 - f. Notify Cedar Rapids Community Schools Transition Center staff when the cleaning supplies inventory is low
 - g. Maintain positive public relations with Cedar Rapids Community Schools Transition Center staff

Weekly

1) **Dusting**

- a. Wipe window ledges and cleared flat surfaces
- b. Dust tables and wood furniture
- c. Dust any art on the walls
- d. Spot clean office windows, glass surfaces, microwaves and televisions

3. **Additional Provisions.** The District will provide all cleaning supplies and equipment needed to complete the contracted services and is responsible for maintaining equipment in good working order. Goodwill Industries will provide drop in Job coaching, who will be responsible for quality assurance of the cleaning services completed.

4. **Services Provided by Goodwill Industries.** Assist with training to assure the work is done according to the written or verbal specifications of the Cedar Rapids Community Schools Transition Center. Submit a monthly bill to the District for the total hours worked. Complete additional cleaning projects at the worksite as requested by the Cedar Rapids Community Schools Transition Center. If extra time is required we will adjust the bill to reflect the time spent cleaning

5. **Terms.** Goodwill shall provide cleaning services the Cedar Rapids Community Schools Transition Center every Monday, Wednesday, and Thursday from 12:30-2:30 p.m. excluding those days that may fall on the designated school holidays and scheduled in service days including Labor Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and Day, Fall, Winter and Spring Breaks.

The expected time to complete the cleaning is two hours each visit. Should adjustments need to be made to this schedule, a new **contract** would be written and submitted for approval within 90 days of the start date. The works shift may also be adjusted depending on the cleaning needs of Cedar Rapids Community Schools Transitions Center.

6. **Costs Incurred by Goodwill Industries.**

- Social Security Taxes
- Workers Compensation Insurance
- Payroll Costs
- Indirect Expenses Unique-to-Contract

7. **Payments.** Goodwill Industries will submit a monthly bill for the total hours worked at the rate of \$14.12 per hour. These rates reflect the worker's wages, worker compensation costs, other indirect expenses and payroll taxes for which Goodwill Industries is responsible.

8. **Term and Termination.** The term of this Agreement shall be August 23, 2022 through the end of the 2022-23 school year. Goodwill Industries or the District may terminate this contract for services within two weeks written notice with neither party liable to the other for damages caused by the cancellation of this agreement.

9. **Notices.** Any and all notices provided for in this Agreement shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, or by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the District:

Wendy Parker
Cedar Rapids Community School District
2500 Edgewood Rd. NW
Cedar Rapids, Iowa 52405

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By _____

Typed Name: David Tominsky
Position: Board President

Date _____

Attest: Laurel A. Day
Position: Board Secretary

If to Goodwill Industries:

Shannon Jamison
Goodwill Industries of the Heartland
1441 Blairs Ferry Rd. NE
Cedar Rapids, Iowa 52402

GOODWILL INDUSTRIES OF
THE HEARTLAND

By  _____

Typed Name: Shannon Jamison
Position: Program Director

Date _____

CONSENT AGENDA

**BA-22-382 2022-2023 School Year Base Wages for: Chauffeurs, Teamsters, and Helpers;
Local 238 - Transportation (Linda Noggle)**

Action Item Roll Call

Pertinent Fact(s):

1. Chauffeurs, Teamsters, and Helpers; Local Union No. 238 - Transportation
 - a. A 3.00 % increase on the base wage for Bus and Van Drivers, a \$15.00 base wage for attendants and longevity; this is an estimated new allocation of \$170,686 for 2022-2023 School Year.
 - b. The total cost of all wages for Transportation employees in the Cedar Rapids School District including FICA/IPERS for 2022-2023 School Year is \$4,906,520.

Recommendation:

It is recommended that the Board of Education approve the 2022-2023 School Year Base Wages for the Chauffeurs, Teamsters, and Helpers; Local 238 - Transportation as presented during formal negotiations in the Tentative Agreement which was not ratified by the union. It is our belief that honoring the Tentative Agreement is in the best interest of our employees.

CONSENT AGENDA

**BA-22-383 2022-2023 Terms and Conditions of Employment for: Permanent Building Subs
(Linda Noggle)**

Action Item Roll Call

Pertinent Fact(s):

The proposed 2022-2023 Terms and Conditions of Employment for the following group is as follows:

Permanent Building Subs

- a. A \$25.00 per hour rate for Permanent Building Subs, this is an estimated new allocation of \$619,632 for 2022-2023 School Year.
- b. The estimated total cost of all salaries, FICA and IPERS for Permanent Building Sub employees in the Cedar Rapids School District will be \$1,686,096 for 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the 2022-2023 Terms and Conditions of Employment for: Permanent Building Subs.

CONSENT AGENDA

BA-22-384 Agreement – Cedar Rapids Community School District and Instructional Practices Inventory (IPI) - Professional Learning – 2022-2023 School Year (Craig Barnum)

Exhibit: BA-22-384.1-2

Action Item

Pertinent Fact(s):

1. Instructional Practices Inventory is a teacher-led process for collecting data about student cognitive engagement during class time, organizing the data into user-friendly profiles, and leading faculty collaborative study of the data so classroom teachers can more effectively design and implement quality learning experiences for their students.
2. Significant relationships exist between the degree to which students are engaged in higher-order/deeper learning experiences across a school and the student achievement scores on high-stakes accountability assessments in the content areas of Communication Arts and Mathematics.
 - a. Throughout IPI research, the data generally predicts a 2-3% pass rate increase associated with a 15-20% increase in Higher Order /Deeper engagement over a two or three-year timeframe
3. Significant relationships exist between the degree to which students are disengaged for learning during class time throughout the school and the student achievement scores to high stakes accountability assessments in the content areas of Communication Arts and Mathematics
 - a. For every 2% increase in student disengagement, student achievement has decreased by approximately 1%.
4. Dr. Valentine will be onsite for three days to provide learning for approximately 60-70 staff members across three high schools (JHS, MHS, WHS).

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Instruction Practice Inventory – Professional Learning for the 2022-2023 School Year.

Consulting Services Contract

Contract agreement between the Purchaser of Services and Provider of Services per the following stipulations.

The Purchaser of Services:

Cedar Rapids Public Schools
Att: Ryan Rydstrom
Director of Access and Instructional Design
2500 Edgewood NW
Cedar Rapids, IA 52405

The Provider of Services:

Jerry Valentine Consulting LLC
1266 Sunset Drive
Columbia, MO 65203

The Provider will provide the following consulting services on the stated date(s) and location:

Service	Instructional Practices Inventory Level I Workshops
Time	8:00 AM to 4:00 PM
Date	September 20, 21, 22, 2022

The Purchaser will provide the following compensation (which includes necessary travel expenses):

Compensation:	\$4000 per day with rate of \$3800 per day for back to back days of September 20, 21, 22, 2022 payable after 9-22-2022
Total Compensation:	\$11,400

Additionally, the Purchaser will provide the following marked items:

- ☒ The Purchaser will provide paper copies of workshop handouts from electronic files sent to the Purchaser by the Provider. Such copies will be available to the Provider prior to the workshop for distribution by the Provider at the appropriate times during the workshop. The handouts will not be distributed to participants prior to the workshop.
- ☒ The Purchaser will provide a workshop environment with seating arrangements, chart paper and easel stand as described in the document entitled IPI Workshop Host Directions.
- ☒ Lunch of sandwiches or a time-efficient buffet on site so there is minimal down time for lunch.
- ☒ Beverages of coffee, soda, and water for pre-workshop, mid-morning, and mid-afternoon refreshments.

Purchaser Signature/Date:

Purchaser Signature/Date

Provider Signature/Date:

 5-22-22
Provider Signature/Date

Purchaser should return a signed copy of the document to the Provider via email attachment at the email address below.

Thank you. Jerry Valentine

Email address: ValentineJ@Missouri.edu

Mailing address: Jerry Valentine 1266 Sunset Drive Columbia, MO 65203

Jerry Valentine Consulting, LLC
1266 Sunset Drive
Columbia, MO 65203

CONSENT AGENDA

BA-22-385 Agreements – Cedar Rapids Community School District and Colleges & Universities - Student Teaching/Field Experience – 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-22-385.1-48

Action Item

Pertinent Fact(s):

1. Each year CRCSD renews Agreements with a variety of area colleges and universities for the purpose of hosting student teachers, field experience students and other practicum students. By doing so, the district assists these institutions in training new teacher corps.
2. Student Teaching/Field Experience Agreement from the following institutions are recommended for approval: Buena Vista, Coe College, Cornell College, Drake University, Iowa State University, Kirkwood Community College, Loras College, Luther College, Morningside University, Mount Mercy University, University of Dubuque, University of Iowa, University of Northern Iowa, Upper Iowa University, Walden University, and William Penn University.

Recommendation:

It is recommended that the Board of Education approve the on-going Student Teaching/Field Experience Agreement for Buena Vista, Coe College, Cornell College, Drake University, Iowa State University, Kirkwood Community College, Loras College, Luther College, Morningside University, Mount Mercy University, University of Dubuque, University of Iowa, University of Northern Iowa, Upper Iowa University, Walden University, and William Penn University for the 2022-2023 School Year.

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Buena Vista University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.

4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two

weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Buena Vista University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Coe College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

- 4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.
 - 4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.
 - 4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.
 - 4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.
 - 4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.
 - 4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.
 - 4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.
5. Supervision and Evaluation of Student Teachers:
- 5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.
 - 5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.
 - 5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.
 - 5.4 The District shall monitor the student teacher's attendance.
 - 5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Coe College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Cornell College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Cornell College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Drake University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
 - 3.5 The Institution may refuse to seek placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable, with an explanation of the reason for the termination or change, and an opportunity for the parties to discuss the situation, as appropriate.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule during this time period, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, and activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects. Student Teachers shall not be used as substitute teachers.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the relevant policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

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

Drake University
Student Teaching Office/ School of Education
Des Moines, Iowa 50311

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Iowa State University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Iowa State University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Kirkwood Community College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Kirkwood Community College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Loras College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Loras College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Luther College. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Luther College

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Morningside University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Morningside University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Mount Mercy University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Mount Mercy University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and University of Northern Iowa. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.
 - 3.5 The Institution may refuse to seek placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, veteran status or any other basis protected by law.

4. Assignment:

4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable, with an explanation of the reason for the termination or change, and an opportunity for the parties to discuss the situation, as appropriate.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule during this time period, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, and activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects. Student Teachers shall not be used as substitute teachers.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the relevant policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement shall be in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

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

University of Northern Iowa
1227 West 27th Street
Cedar Falls, Iowa 50614

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and University of Dubuque. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

University of Dubuque

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and University of Iowa. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

University of Iowa

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Upper Iowa University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Upper Iowa University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and Walden University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for one year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

Walden University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CRCSD/COLLEGE AGREEMENT

This Agreement is made and entered into on July 1, 2022 by and between the Cedar Rapids Community School District and William Penn University. The parties agree as follows:

1. Purpose: The purpose of this Agreement is to provide for procedures for the placement, assignment, supervision, evaluation, and termination of student teachers and to provide instruction to the District's students. For the purpose of this agreement, the term "student teacher" is defined as but is not limited to, student teachers, field experience students, practicum students, counseling practicum students, and nursing students.
2. Term: The term of this agreement shall be for 1 year from July 1, 2022 to June 30, 2023.
3. Placement:
 - 3.1 The placement of individuals as student teachers shall be accomplished on a cooperative basis involving both the District and the Institution subject to the terms and conditions of this Agreement.
 - 3.2 The placement of individuals as student teachers shall be initiated by Institution personnel contacting designated District personnel.
 - 3.3 The Institution shall provide to the District a list of appropriately qualified individuals who have successfully completed a background check that is satisfactory to the District indicating the grade level, preferred subjects, and other relevant information regarding the individuals for the District to review in making a decision regarding whether an individual shall serve as a student teacher in the District.
 - 3.4 The District may refuse the placement of any individual as a student teacher based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
 - 3.5 The Institution may refuse the placement of any individual as a student teacher in the District based upon the individual's qualifications and the nature of the position. Such refusal shall not be based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or veteran status.
4. Assignment:
 - 4.1 The District or the Institution may terminate or change the assignment of any student teacher at any time for any reason. Each party shall notify the other party of its action as soon as practicable.

4.2 Only one student teacher shall be assigned to a District teacher, unless other arrangements are mutually agreed upon by the District and the Institution.

4.3 The student teacher shall schedule an orientation meeting with the District teacher before beginning the student teacher's assignment.

4.4 Student teachers shall be invited to participate in all pre-service and in-service workshops conducted during the time of their assignment.

4.5 Student teachers shall report directly to the appropriate principal's office the first day of their assignment and complete an emergency contact information form and turn it into appropriate District personnel.

4.6 Student teachers shall be on duty each regularly scheduled school day for the length of time that is required by the District. Student teachers shall follow the District's schedule, not the Institution's schedule.

4.7 A student teacher's assignment consists of, but is not limited to recess duty, conference periods, homeroom, activity periods, preparation periods, all other duties performed during the regular school day, correcting papers, preparing lesson plans, and working on special projects.

4.8 The student teacher's assignment shall be completed during one semester unless an extension is necessary due to a reason beyond the control of the parties and an extension is mutually agreed upon by the District and the Institution.

5. Supervision and Evaluation of Student Teachers:

5.1 The Institution shall designate an appropriate person who shall serve as supervisor of the student teacher in cooperation with designated District personnel.

5.2 Student teachers shall be subject to all of the policies, procedures, rules, and regulations that are applicable to the District's teachers.

5.3 Student teachers shall be subject to all of the policies, procedures, rules, and regulations of the Institution that are applicable to students.

5.4 The District shall monitor the student teacher's attendance.

5.5 The student teacher shall notify the District of planned absences at least two weeks prior to the absence or a minimum of twenty-four hours advance notice, where practicable, in the event of an emergency.

5.6 The District shall notify the Institution if there are issues with a student teacher's attendance including, but not limited to, absences without appropriate notification to the District.

5.7 The Institution shall be responsible for the final evaluation of the student teacher. The District shall have the opportunity to provide input to the Institution regarding its final evaluation of the student teacher.

6. Miscellaneous

6.1 Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party shall insure the actions of the other.

6.2 This Agreement is by and between the District and the Institution only. There are no third party beneficiaries to this Agreement.

6.3 This Agreement represents the entire agreement between the District and the Institution. Any subsequent changes or modifications to the terms of this Agreement in the form of a duly executed amendment to this Agreement.

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

6.5 Any notice required under this Agreement shall be given to each party through the parties' contacts at the addresses listed below:

Cedar Rapids Community School District

William Penn University

President, Board of Directors
Cedar Rapids Community School District

Authorized Institution Representative

Date: _____

Date: _____

CONSENT AGENDA

**BA-22-386 Urban Education Network (UEN) of Iowa - Membership Renewal -
2022-2023 School Year (Noreen Bush)**

Exhibit: BA-22-386.1

Action Item

Pertinent Fact(s):

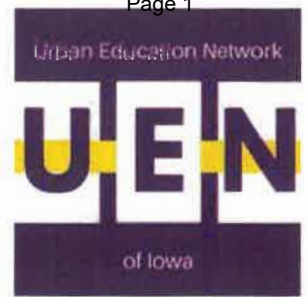
1. The Urban Education Network of Iowa (UEN) is an association composed of Iowa's eight largest school districts and Associate member districts in the state of Iowa. The UEN brings school boards and school districts together to work for quality education in Iowa.
2. The UEN presents a strong, united voice at the legislature on behalf of the needs of public education and Iowa students. The UEN membership dues are the principal source of revenue supporting member programs and services.

Recommendation:

It is recommended that the Board of Education approve the on-going Urban Education Network of Iowa Membership Renewal for the 2022-2023 School Year.

Urban Education Network of Iowa

c/o ISFIS, 1201 63rd Street
Des Moines, IA 50311 US
jen@iowaschoolfinance.com
<https://www.uen-ia.org>

**INVOICE**

BILL TO
Cedar Rapids CSD
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

INVOICE 1046
DATE 05/26/2022
TERMS Due on receipt
DUE DATE 07/31/2022

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
07/01/2022	Membership 2022-23 - Charter	UEN Membership July 1, 2022 - June 30, 2023	1	10,750.00	10,750.00

BALANCE DUE

\$10,750.00_____
Laurel A. Day_____
Date

CONSENT AGENDA

**BA-22-387 Tabulation – Jefferson High School – LED Lamp Lighting Upgrades Project
(Tammy Carter)**

Exhibit: BA-22-387.1-2

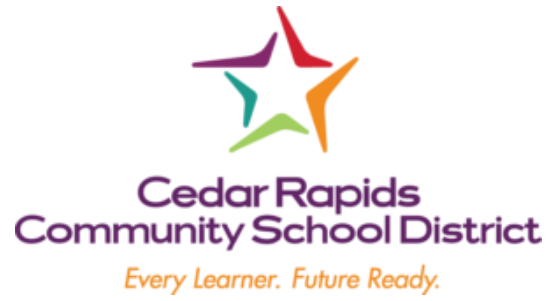
Action Item

Pertinent Fact(s):

The project consists of the purchase of LED lamp lighting for Jefferson High School. Three quotes were received, and Crescent Electric is the low quote with the amount of \$41,025.04.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Jefferson High School - LED Lamp Lighting Upgrades Project and award the bid to Crescent Electric.



VENDOR	TOTAL
CRESCENT ELECTRIC	\$41,025.04
VAN METER	\$41,939.80
GRAYBAR	\$45,923.09



1225 26TH AVENUE CT SW
CEDAR RAPIDS, IA 52404-3402
P 319-363-8191 F 319-363-4068



QUOTATION

Page 2

QUOTE DATE	QUOTE #	PAGE #
06/06/2022	S510385429	1 of 1

CUST #: 86038

QUOTE TO:

C R COMMUNITY SCHOOLS
PO BOX 879
CEDAR RAPIDS, IA 524060879

SHIP TO:

C R COMMUNITY SCHOOLS
C R COMMUNITY SCHOOLS
2500 EDGEWOOD RD NW
CEDAR RAPIDS, IA 52405-1015

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
TAMMY CARTER			BRANDON J DURGIN	
QUOTED BY		TERMS	FREIGHT TERMS	
JACOB A KESSELL			FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
7387 ea		563544 PHILIPS 14.5T8/COR/48-840/MF21/G 10/1	4.439/ea	32790.89
758 ea		542068 PHILIPS 25T5HO/COR/46-840/MF35/G 25/1	10.863/ea	8234.15
		Laurel A. Day _____	Date _____	

PRICES SUBJECT TO CHANGE
QUANTITIES AVAILABLE SUBJECT TO PRIOR SALE
PLEASE SEE WWW.CESCO.COM FOR STANDARD TERMS
AND CONDITIONS

* This line is taxable

SUBTOTAL	41025.04
S&H CHARGES	0.00
ESTIMATED TAX	0.00
AMOUNT DUE	41025.04

Please Proceed with PO. 6/6/2022 TC

CONSENT AGENDA

**BA-22-388 Appointment of MIIP Board Members and Board Alternates – 2022-2023 School Year
(David Nicholson)**

Action Item

Pertinent Fact(s):

1. The Metro Interagency Insurance Program (MIIP) is a group of school districts and educational institutions that incorporated to pool the purchase of health insurance for its employees and their families. The participating members in the corporation are Cedar Rapids Community Schools, Linn-Mar Community Schools, Marion Independent Schools, College Community Schools, Grant Wood Area Education Agency and Kirkwood Community College. The health insurance plan is a self-funded program.
2. Each member institution's Board is requested to appoint Board members of MIIP. There are eight MIIP Board members, two of which are reserved for the Cedar Rapids Community School District; one representing employees and one representing the district.

Recommendation:

It is recommended that the Board of Education approve the appointments of Tracy Wellman and Eriece Colbert as MIIP Board members and Karla Hogan and Tania Johnson as Board member alternates for the 2022-2023 School Year.

CONSENT AGENDA

BA-22-389 Agreement – Cedar Rapids Community School District and Top RANK – Culture & Diversity, Equity, Inclusion & Belonging Facilitation and Assessment – 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-22-389.1-14

Action Item

Pertinent Fact(s):

Top RANK is a consulting firm that collaborates with organizations to influence change in diversity, equity, inclusion and belonging principles. The Agreement provides facilitated solutions that are tailored to CRCSD's needs and will be presented in two phases:

- Facilitations and Assessments
- Facilitated Training and Development

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Top RANK - Culture & Diversity, Equity, Inclusion & Belonging (DEI&B) Facilitation and Assessment for the 2022-2023 School Year.

April 22, 2022

Cedar Rapids Community School District
Attn: Nicole Kooiker, Deputy Superintendent
2500 Edgewood Road NW
Cedar Rapids, IA 52405

RE: DEI&B Solutions Overview

Dear Nicole:

Thank you for the opportunity to present a revised solution as part of Cedar Rapids Community School District's (CRCS D) journey to help transform the way diversity, equity, inclusion, and belonging (DEI&B) is embraced by all stakeholders, both internal and external. As mentioned before, we applaud you for your desire to take the bold step to be forward thinking about how we educate students and develop strong academic leaders in a demographic landscape that is rapidly evolving in America. We all agree that CRCS D has experienced significant challenges for many years in maintaining a learning environment that feels inclusive, equitable, and welcoming for all students, no matter their background—and that this is especially the case among black and brown students. There are a number of suggested reasons that have been expressed for these challenges, but what is most important at this moment is that leadership is holding themselves accountable and taking direct, meaningful action to be better.

You have communicated that you would like Top RANK along Dr. Ruth While and Eric Thompson of the Academy for Scholastic and Personal Success to partner with you on this culture transformation journey, and asked that we provide a formal proposal as soon as possible so that we can get the ball rolling. We are honored to oblige--please see our suggestions on the following pages.

Once you have had an opportunity to review the information, we look forward to answering any questions and to planning next steps. Thanks again, Nicole.

Best,

Anthony Arrington, CDE- Top RANK

Eric Thompson- Academy for Scholastic and Personal Success

Nick Ford, CDE- Top RANK

Dr. Ruth White- Academy for Scholastic and Personal Success

WHO WE ARE

Top RANK is an executive/professional search & diversity consulting firm, founded in 2018 in Cedar Rapids, Iowa. **We are unapologetically passionate** about collaborating with you on your journey to influence positive change in diversity, equity, inclusion and belonging principles (DEI&B) throughout the fabric of your organization.

We provide facilitated solutions that are tailored for your organizational needs always keeping the collective in mind. We closely partner with organizations to better understand how their workforce culture to the lens of their people impact their business. With this knowledge in hand, Top RANK assesses organizations and helps identify the appropriate DEI&B facilitated consulting and/or recruiting solutions needed to influence change.

Top RANK has assisted organizations across multiple industries, including, but not limited to:

- ★ Financial services
- ★ Manufacturing
- ★ Technology
- ★ Construction
- ★ Education
- ★ City, county government
- ★ Logistics and transportation
- ★ Nonprofits
- ★ Sports management and administration

WHAT WE DO

Top RANK strives to be an extension of our clients, helping navigate the best path to locating high-quality, diverse professional and leadership talent in today's challenging labor market. We also recognize that recruiting and hiring diverse talent alone will not result in a successful DEI&B work culture. It is critical that organizations understand the foundation of DEI&B, how these four pillars resonate on a personal and professional level, and are willing from the top down to invest the moral energy, mindset, and resources necessary to create a transformative culture that weaves DEI&B throughout the fabric of the organization.

We welcome the opportunity to partner with your organization, and below is our commitment to you as our valued client.

DEVELOPMENT & CONSULTING

Top RANK provides superior DEI&B development and consulting solutions. Our goal is to influence positive change in your workplace culture through a facilitated approach that breaks barriers in today's organizations.

It does not matter how much technology you have, how many buildings you own, how much inventory you have, or whatever else it takes to operate your organization—**your most important asset is your people!**

We will work with you to guide the creation of strategies that work best to inspire a more welcoming environment for all colleagues, which will positively impact your organization and your community.

We have a 2-phased approach to your DEI&B journey.

Phase 1: Facilitations and Assessments

Phase 2: Facilitated Training and Development

Our engagement plan for your organization may include any of the following:

- ★ DEI&B Facilitation
- ★ DEI&B Assessments
- ★ Organizational Culture Facilitation
- ★ Organizational Culture Assessments
- ★ Strategic Sources and Employee Lifecycle Review
- ★ Executive Alignment Workshops
- ★ Sexual Harassment
- ★ DEI&B Strategic Plans
- ★ Lunch & Learn Presentations
- ★ Employee Resource Group, DEI Council Development
- ★ Coaching for Executives and Other Leaders
- ★ Keynotes
- ★ ...and more

PROFESSIONAL & EXECUTIVE SEARCH

Top RANK has the experience and network to attract talent for multiple types of positions, including, but not limited to:

- ★ C-suite/executive leadership
- ★ Superintendents, directors, managers, supervisors
- ★ Analysts
- ★ Engineers
- ★ IT roles
- ★ Professional services (executive assistant, human resources management, accounting services)
- ★ Contact center/customer support

Our talent acquisition partnership philosophy is based around these key pillars:

- ★ **Creative search strategies:** We will utilize search techniques that give us the best opportunity to attract not only the skills that you seek, but the widest pool of diverse candidates.
- ★ **Thorough discovery process:** We will ensure a complete understanding of the skills you seek in the positions that you need.
- ★ **More than a transactional partnership:** We aim to build a relationship with your organization beyond learning the skills required to fill a position. We will learn about your culture and help your

company remain a lasting place for talented leaders to flourish, and where DEI&B is part of the fabric of your culture.

- ★ **More than post-and-pray:** We will not simply post positions on random job boards and hope the right candidate responds. Top RANK will always take advantage of job boards, social media marketing, appropriate print/industry advertising, and other mediums where appropriate. However, we will seek the best talent through proactive networking activities, leveraging personal and professional contacts, associations, and other touch points in the markets we serve.
- ★ **Collaboration-It's About You:** We will highly encourage suggestions from you on other strategies to attract the right candidate to your company. We love to listen to our clients, because you know your organization better than we do. Our efforts together will not positively impact your culture if it is the "Top RANK show".
- ★ **Transparent communication:** We feel that quality communication is key to any relationship, both personally and professionally. We will communicate in whatever method and frequency you desire to ensure you are kept abreast in a timely fashion during every step in our journey.



WE BRING VALUE

Certified Diversity Executives (CDE®)

- ★ Credentialed through the Institution of Diversity Certification

Diverse Representation in Your Supply Chain

- ★ Top RANK is:
 - 100% Disability-Owned Business
 - 50% Minority-Owned Small Business
 - 50% Veteran-Owned Small Business
 - Iowa Certified Targeted Small Business
 - Top RANK vendors are part of our diverse supply chain; an added benefit to your organization
- ★ The consultants are all from uniquely diverse backgrounds: white, black, biracial, female, disabled, and multigenerational.

Educated and Experienced in K-12 Education

- ★ Dr. White is a Ph.D. in American Studies and taught high school language arts at CR Washington for 23 years, and was an instructor of Advanced Placement Literature
- ★ Eric holds Masters in Educators currently a Ph.D. student at The University of Iowa in Educational Policy and Leadership Studies: Schools, Culture and Society
- ★ Joy was a Diversity Recruiter for two school districts in Iowa, one being the second largest district in the state
- ★ Anthony, Eric, and Nick are all CRCSD graduates, completing their entire K-12 education in the district

Podcasters

- ★ Anthony Arrington, CDE is the co-host of the Corridor Business Journal “*Diversity Straight Up*” podcast
- ★ Unique as one of only two diversity-related podcasts in the state of Iowa
- ★ “*Straight up*” courageous conversations with C-Suite executives and other impactful leaders
- ★ The hosts represent racial, ethnic, and disability backgrounds

Community Volunteers

- ★ Top RANK colleagues volunteer in or lead multiple local, regional, and statewide non-profit organizations

PROPOSED SCOPE AND DELIVERABLES

Phase 1: DEI&B Facilitation and Assessment

Desired End-State(s) and Associated Challenges

The CRCSD wants to:

- ★ **Understand the Diversity, Equity, Inclusion and Belonging (DEI&B) culture within the district.**
 - Culture is, in its simplest form, collective regard and social norms
 - It is often difficult to discern the collective regard for a topic like DEI&B, particularly when the impacts of DEI&B are often most felt by those that do not represent the majority of the collective.
 - Most of the collective can often communicate their regard of DEI&B in vague or safe ways.
 - Example of Vague: “We don’t have enough diversity in the organization”
 - Example of Safe: “We need to do a lot better”
 - Vague and safe responses make it difficult to develop a meaningful and root-focused assessment
- ★ **Mitigate individual and collective bias and microaggressions**
 - Bias is historically and systemically seen as unconscious
 - Unconscious bias is widely accepted as uncontrollable, too difficult to see and address
 - Because it is accepted as uncontrollable or difficult to see and address, unconscious bias is largely ignored
 - Ignored bias leads to microaggressions
- ★ **Ensure a continual DEI&B) learning environment**
 - A ‘continual learning environment’ is only impactful when there is:
 - A true belief that a problem exists
 - An understanding and addressal of the root causes to the problem
 - An honest portrayal of the problem and root causes in learning content and delivery
 - Action taken as a result of lessons learned

General Challenges

Cognitive Dissonance

Amid DEI&B efforts, three different people (see below) and mindsets surface. The existence of these different mindsets, combined with people’s general inability or discomfort in addressing the differences can lead to division (at worst) or withdraw (at best).

- ★ **Culture Champions** – Lived experiencers and enduring allies. Passionate, change oriented, proactive, courageous, on the front lines.
- ★ **Culture Sculptures** – Sympathist’s or conflicted souls. Empathetic, unsure of what to do or if it is their role to do anything. Wrought with fear and uncertainty.
- ★ **Culture Vultures** – Traditionalists. Tired of social justice efforts. Skeptical that problems exist. Lean in to overtly challenge the ‘woke culture’ with no intent to understand, only to throw doubt and uncertainty into the efforts.

An Overfocus on Diversity and Inclusion

Historically, diversity and inclusion (D&I) have been the primary focus areas, this at the expense of belonging and equity (B&E). With rare exception, people are more comfortable with:

- Diversity because it is something that can be counted. Except, there is no improving diversity without equalizing access and opportunity.
- Inclusion because it is something that can be planned and executed (think: events, letting people shadow senior leaders, etc.). Except, there is no meaningful inclusion without a consistent sense of belonging.

Meaningful change requires a refocus from D&I to B&E.

Subjectivity and Self-Reflection

With rare exception, people are challenged with focusing on B&E because:

- (Subjectivity) It can be difficult to measure the level of belonging in the organization.
- (Self-Reflection) Equalizing access and opportunities requires admitting that the current processes and procedures are not equitable.

More specific to measurements:

- Exploring, understanding, and resolving belonging challenges requires people to let go of their need for historical measurements that, while more comfortable, do not consider the human elements that influence culture.
- Human elements can be measured but the outputs are both qualitative and quantitative.

More specific to self-reflection:

- Exploring, understanding, and resolving equity challenges requires people to self-reflect on how they see things like, 'best qualified', 'culture fit', and other things that influence diversity and representation.
- Changing policies, processes, and procedures amid an attempt to increase equity can often seem like "reverse discrimination", a judgment that requires self-reflection around questions like, "What is discriminatory about ensuring all employees have equal access and opportunity to reach the same heights?"

What Must Occur – Big Picture

- Get a read of the DE&B culture as it stands today. This means, among other things, reviewing strategic sources (handbooks, policies, procedures, job descriptions, etc.), facilitating dialogue with they who comprise the culture, and performing qualitative and quantitative analysis of the finding from these two exercises.
- Increase the emotional intelligence (self-awareness/self-management + social awareness/relationship management) of the staff through facilitated dialogue that removes the cookie cutter, slide heavy modalities utilized in traditional training approaches.
 - Again, bias is seen as unconscious and people must be able to make the unconscious, conscious.
 - This can only occur if people increase their own awareness (self- and social) and subsequently reimagine and re-manage how they carry themselves and interact with others.

- There is no increasing this awareness without introducing the tenets of Emotional Intelligence and bias in ways that are personally relevant and meaningful to the participants.

What Must Occur – Specific Steps

Step 1: Strategic Source Review

Performed by Top RANK assessors to get an initial sense of the DEI&B culture.

Step 2: Facilitate Culture Sessions

Participants include stakeholders from multiple areas of the district.

Recommend a minimum of 30% of staff, with a max of 25 people per session.

Include supervisors and non-supervisors (in different sessions) to gauge the DEI&B culture from the lens of the collective who inhabit it.

Step 3: Analyze data and information from the Strategic Source Review and Culture Sessions and deliver an assessment

Write and deliver a detailed assessment that answers four basic questions:

1. What is the overall DEI&B culture health?
2. What are the symptomatic findings?
3. What are the root issues?
4. What are the root solutions to be considered for Phase 2

What Else You Should Know

1. **First and foremost, fatigue is real.** As such, employees are going to be tired, skeptical, and, in some ways, traumatized or retraumatized. This puts a lot of emphasis on selecting the right next steps; steps that are the most meaningful and root oriented.
 - If, for instance, trainers are brought in, but the training does not ultimately influence noticeable DEI&B change, lived experiencers and, to a lesser extent, enduring allies, will take a proverbial step back. This is real.
 - If, for instance, a belonging survey is released but nothing root-oriented is done with the findings and change isn't noticeable, people will, again, take a proverbial step back.

Top RANK takes these realities into perspective when recommending our approach. More specifically, we are proposing a facilitated approach that puts us in lockstep with people. Good facilitators are guides on the side, not sages on the stage. As such, they talk with people, not at people and not to people. This is Top RANK in a nutshell, and it matters because we facilitate with the fatigue and trauma in mind. As a result, people lean into our approach a lot more often than not.

2. **Top RANK always uses facilitation over instruction as the primary mode of execution.** We are insistent upon this method for several reasons:

- We do not know the specifics of the DEI&B culture more than the collective who inhabits it.
- Talking at or talking to people is never more effective than talking with people.
- Facilitation enables the elicitation of authentic thoughts and feelings that would never surface in an instruction heavy modality.
- Adults learn better through inclusive methods.
- If we teach or instruct, the imposition of our credentials will stand in the way of colleagues being able to process and challenge the content being shared.
- Culture, leadership, and DEI&B topics are neither academic or black and white. Information we introduce is only as meaningful as the knowledge, experiences, beliefs, and values of the people receiving it.

3. **Top RANK always uses two facilitators.** There are several reasons for this:

- Diversity of thought: Different facilitators bring different experiences that introduce diverse thoughts, findings, and connections.
- Resonance and relatability: Different facilitators will resonate with different colleagues in different ways and for different reasons. Connection with colleagues is imperative to eliciting authentic participation from them.
- Presence and awareness: While one facilitator is engaged in a dialogue with an individual, the other facilitator can be present with the rest of the group.

Phase 2: Facilitated Training and Development

Top RANK will provide optional training solutions to address root cause, which may include one or more of the following solutions:

- ★ DEI&B Facilitation
- ★ DEI&B Assessments
- ★ Organizational Culture Facilitation
- ★ Organizational Culture Assessments
- ★ Strategic Sources and Employee Lifecycle Review
- ★ Executive Alignment Workshops
- ★ Sexual Harassment
- ★ DEI&B Strategic Plans
- ★ Lunch & Learn Presentations
- ★ Employee Resource Group, DEI Council Development
- ★ Coaching for Executives and Other Leaders
- ★ Keynotes
- ★ ...and more

PARTNERSHIP AGREEMENT

Offeror:

Top RANK, LLC
118 3rd Ave SE, #309
Cedar Rapids, IA 52403

AND

Receiver:

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

This contract is being submitted for review and approval by Anthony Arrington OR Nick Ford, Managing Partner of Top RANK, LLC (Offeror), to Nicole Kooiker, Deputy Superintendent at CRCSD (Receiver).

TECHNICAL DIRECTION

Offeror will receive technical direction from the Receiver or anyone else designated by the Receiver. The Receiver will provide Offeror with a list of personnel who are authorized to communicate and formally request services in execution of this agreement. Offeror will handle all communications from personnel within this list as a client responding on behalf of the Receiver.

ROLES, RESPONSIBILITIES, AND EXECUTION OF DELIVERABLES

Offeror and Receiver share partial responsibility for execution of deliverables as noted below:

1. Strategic Source Review:

- a. Receiver is responsible for providing a Non-Disclosure Agreement form for signature by Offeror. Additionally, upon finalization of signature by Offeror, Receiver is responsible for providing strategic sources to Offeror for contribution to the DEI&B culture assessment process.
- b. Offeror is responsible for signing the non-disclosure agreement form and reviewing strategic sources.

2. Culture Sessions:

- a. Receiver is responsible for coordinating Culture Session dates with Offeror in conjunction with receiver mission prioritization and staff availability. Additionally, Receiver is responsible for sending strategic communications of Culture Sessions and overall assessment effort to staff, as well as ensuring Receiver staff receive calendar invites for the Sessions.
- b. Offeror is responsible for ghostwriting Culture Session and assessment communications for review and editing by Receiver. Additionally, Offeror is responsible for facilitation of Culture Sessions, to include requesting needs from Receiver and set-up of technology needs (MS Teams, Zoom, etc.) necessary to execute the Sessions.

3. Analysis and Assessment Writing

- a. Receiver is responsible for making themselves available to answer clarifying questions, as raised by Offeror, this in an effort to strengthen the accuracy and relevance of the analysis and assessment.
- b. Offeror is responsible for reviewing the totality of strategic sources and Culture Session inputs. Additionally, Offeror is responsible for writing and delivering the final assessment.

TERMINATIONS

Receiver may terminate this agreement at any time it deems necessary. Offeror may terminate this agreement following 14 days written notice to Receiver. Should the agreement be terminated by the Receiver, Offeror will receive a final payment equivalent to the amount of work already completed.

DATE

This agreement shall become effective on the latest date this agreement is signed and shall be binding upon the parties hereto, their successors and assigns.

SCOPE, PRICING AND BILLING

Offeror submits this proposal for a total cost of **\$202,100** in accordance with agreed upon scope of deliverables as outlined in the **Investment Cost** section below.

Offeror will bill the Receiver in 2 installments for the Phase 1 **\$71,100** investment. The first installment of **\$35,550** will be due upon execution of this agreement. The additional installment of **\$35,550** will be due upon completion of the Phase 1 scope and deliverables. The optional Phase 2 DEI&B-specific training and ad hoc consulting fees will be billed as used.

Receiver may pay Offeror via ACH or check. Offeror point of contact for payments is:

Nick Ford
319-538-2433
nford@topranktalentsolutions.com

Receiver will be responsible for payment NLT 30 days upon receipt of invoice.

INVESTMENT COST

CLIN	CLIN Description	Quantity	Unit	Unit Cost	Total Amount
	PHASE 1: Facilitations and Assessments				
0001	• Strategic Source Review	12	Hour	\$300	\$3,600
0002	• DEI&B Culture Sessions- Faculty, Staff, Administration*	36	2-hour Session with two facilitators	\$1500	\$54,000
0003	• Analysis and Assessment Writing	15	Hour	\$300	\$4,500
0004	• Strategic Communication**	10	Hour	\$300	\$3,000
0007	Ad-hoc consulting time*	20	Hour	300	\$6,000
	PHASE 2: Facilitated Training and Development				
0005	• DEI&B-specific training	50	2-hour Session	\$2,500	\$125,000
0007	Ad-hoc consulting time***	20	Hour	300	\$6,000
Total Phase 1					\$71,100
Total Phases 2					\$131,000
TOTAL INVESTMENT					\$202,100

*We recommend sessions with a **minimum of 30%** of your stakeholders, and a maximum of 25 people per session.

- For CRCSD, we assumed ~**3,000** faculty and staff. This would equate to **900** people and **36** sessions.

**Strategic communication would be utilized to ghostwrite or editorialize emails for leadership to introduce the journey, deliver the assessment to the stakeholders, communicate progress, and prepare other reasonable communication as needed.

***DEI&B-specific training would occur once Top RANK understands the root issues that may require training. Ad Hoc consulting time can be use as needed for special meetings, coaching, additional projects, research, etc. These are not required items but are pre-priced and ready-to-go, should they be necessary and requested.

GUARANTEE

Top RANK will guarantee the investment amount and terms of this agreement for sixty (60) days.

PROJECTED ACTIONS/TIMELINE SUMMARY

*Subject to change based on mutual agreement

Date	Deliverables
May 2022	<ul style="list-style-type: none"> Contract awarded Develop and roll out district communication plan Develop/confirm internal champions <ul style="list-style-type: none"> DEI committee members? Could become internally trained (and certified if desired) facilitators
June-July	<ul style="list-style-type: none"> Determine facilitation groups and fall scheduling plan Communication plan to confirmed participants throughout the summer Meet them where they are at <ul style="list-style-type: none"> Consider times and locations of sessions Have a sign up online electronic <ul style="list-style-type: none"> Have slots based on our determined stakeholder models (e.g., parents, teachers, staff, board, etc.) Offer Q&Q sessions or document
August 2022 – December 2022	<p>Complete Phase 1 facilitations and assessments</p> <ul style="list-style-type: none"> Can report to district monthly on basic results in interim- but NOT details of content because we don't want to create bias: <ul style="list-style-type: none"> Dates of each session # of people attended Basic topics Building and/or other general metrics ANY positive news in the district simply by way of facilitations. We are NOT LOOKING FOR SOLUTIONS during the facilitation phase . However, t if there have positive actions taken around DEI&B, that is a good thing. Examples: <ul style="list-style-type: none"> No hate speech policy More reporting of incidents of bias, unfair treatment against people of color and other underrepresented groups, etc. An increase in reported incidents is not always a bad thing. It means more victims or bystanders are using their voices. One-on-one coaching
January 2023	<p>Begin Phase 2 Facilitated Training and Development</p> <ul style="list-style-type: none"> TBD based on needs and requests

SIGNATURES

If, after full consideration and consultation with counsel if so desired, you agree that the aforementioned terms shall govern this agreement, please sign this proposal in the space provided below and return a fully-executed copy for our records (Receiver shall deliver the original signed copy if the agreement is signed manually as opposed to electronically).

Top RANK, LLC

Cedar Rapids Community School District

Signature

Signature

Printed Name / Title

Printed Name / Title

118 3rd Avenue SE, #309, Cedar Rapids, IA 52401
Address

Address

Date

Date

CONSENT AGENDA

BA-22-390 Memorandum of Understanding – Cedar Rapids Community School District and Workplace Learning Connection – 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-22-390.1

Action Item

Pertinent Fact(s):

1. The Code of Iowa (Section 280.9 Career Education) requires that career education be incorporated into the educational program. Experiences in career education are to include:
 - a. Awareness of self in relation to others and the needs of society
 - b. Exploration of employment opportunities and experience in personal decision making
 - c. Experiences that will help students to integrate work values and work skills into their lives.
2. The Workplace Learning Connection provides career exploration opportunities to students through tours, speakers and career fairs, job shadowing, large group events, and internships. Many of the opportunities successfully moved to virtual opportunities for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the on-going Memorandum of Understanding between the Cedar Rapids Community School District and Workplace Learning Connection for the 2022-2023 School Year.

Workplace Learning Connection (WLC) agrees to:

- **PROVIDE** high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District's K-12 students
- **PROVIDE** middle/junior high and senior high school student services based on school population for establishing equity of support among the districts; elementary school programs will be charged at a per service rate
- **PROVIDE** a report of services rendered annually to the administration
- **COLLABORATE** with the District /School as it develops a Career Development Plan
- **COLLABORATE** with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators
- **ASSIST** the District in fulfilling its non-delegable duty to provide an educational environment free of unlawful discrimination

Workplace Learning Connection signature

Date

I, representing the District in regard to Career Development Planning, agree to:

- **IDENTIFY** WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- **ALLOW** access to the school community via website and school publications for WLC/District activities
- **PROVIDE** awareness of the elective, academic internship and/or practicum through the school's Program of Studies and award appropriate school credit for participation
- **ASSIST** WLC in its role to help ensure an educational environment free of discrimination, including in the provision of necessary information to facilitate that role or communication with third-party providers

At the Building level, with the Principal and Administrative Team:

- **ENSURE** access to and equity of student and staff participation in Career Exploration experiences
- **PROVIDE** an appropriate contact(s) for WLC within the district or school building(s); preferably in Guidance
- **PROMOTE** flexibility in school scheduling to accommodate Career Development activities

At the school contact level, in partnership with WLC School Liaison:

- **PROVIDE** student preparation & follow-up for Career Development activities
- **ADHERE** to the activity request and scheduling dates/deadlines and to participation compliance policies

To sustain the intermediary functions of Workplace Learning Connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula:

Budget line item for *Career Development Activities* based on the
2021-2022 Enrollment reported to Iowa Department of Education:

Middle/Junior (6-8)	@ \$4.50 / student	X	3399 students	=	\$15,295.50
High School	@ \$6.50 / student	X	4898 students	=	\$31,837.00
Total for 2022-23					\$47,132.50

(Invoiced 07/2022)

Fees for Services may be assessed, with prior notice, for "Out of School Time" programming.

Our endorsement will enable Workplace Learning Connection to fulfill the goals of regional communication and coordination of work-based learning experiences and support school districts, employers, and communities in local collaborative efforts.

Superintendent/Designee signature

Date

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection. Workplace Learning Connection programs provide equal opportunity to all persons regardless of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability.

CONSENT AGENDA

BA-22-391 Tabulation – Buses – 2022-2023 School Year (Carissa Jenkins/ Scott Wing)

Exhibit: BA-22-391.1

Action Item

Pertinent Fact(s):

1. Vehicles being replaced are:
 - i. 2008 Blue Bird 65 Passenger Bus #0908
 - ii. 2008 Blue Bird 65 Passenger Bus #0910
2. Parts availability for older vehicles continues to be a challenge and higher maintenance costs are incurred to keep old vehicles running.
3. Physical Plant & Equipment Levy (PPEL) funds are available 2022-2023 Fiscal Year for: Two Seventy-two passenger electric buses.
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.
5. CRCSD is working with Alliant Energy to help offset some of the cost of the Electric Bus Pilot project.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Buses- to School Bus Sales Co. for the 2022-2023 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

June 2022

Tabulation -- Two (2) Seventy-two (72) Passenger Buses

ITEM 1: Two (2) Seventy-two (72) Passenger Electric Buses

<u>VENDOR</u>	<u>MODEL</u>	<u>PRICE</u>	<u>TOTAL</u>
School Bus Sales	2024 Blue Bird EV Standard HEAT	\$477,700	\$477,700
School Bus Sales	2024 Blue Bird EV Convection HEAT	\$479,100	\$479,100
GRAND TOTAL			\$956,800

RECOMMENDATION

The Manager of Purchasing and the Manager of Transportation concur in recommending the purchase for the following

Two (2) Seventy-two (72) Passenger Buses from School Bus Sales, of Waterloo, IA.

CONSENT AGENDA

BA-22-392 Tabulation – Brakes & Shocks – 2022-2023 School Year (Carissa Jenkins/ Scott Wing)

Exhibit: BA-22-392.1

Action Item

Pertinent Fact(s):

Brakes & shocks for District-owned vehicles are bid to secure pricing for the year. Two bids were received and evaluated, and School Bus Sales Co. is the low quote with the amount of \$68,317.50. Funds are budgeted annually for the procurement of brakes and shocks.

Recommendation:

It is recommended that the Board of Education approve the Tabulation – Brakes & Shocks - to School Bus Sales Co. for the 2022-2023 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

July 2022

Brakes and shocks Tabulation for District buses, and vehicles for the fiscal year 2022-2023

Items bid Brakes and shocks for all District buses and Transit vans

Bus and Van Brakes and Shocks

	<u>Price Total</u>
Midwest Wheel	\$78,467.10
School Bus Sales Co	\$68,317.50

RECOMMENDATION

The Manager of Purchasing and the Manager of Transportation concur in recommending the purchase of Brakes and Shocks from School Bus sales Co.

*Did not bid all tires

CONSENT AGENDA

BA-22-393 Tabulation – Tires – 2022-2023 School Year (Carissa Jenkins/ Scott Wing)

Exhibit: BA-22-393.1

Action Item

Pertinent Fact(s):

Tires for District-owned vehicles are bid on an annual basis. Four bids were received and evaluated, and Eastern Iowa Tire is the low quote with the amount of \$111,907.35. Funds are budgeted annually for the procurement of tires.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Bus Tires – to Eastern Iowa Tire for the 2022-2023 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

July 2022

Tire Tabulation for District buses, and vehicles for the fiscal year 2022-2023

Items bid include front and rear tires for all District buses and Transit vans

Bus and Van Tires

	<u>Price Total</u>
Goodyear Tire and Rubber Company	\$117,213.60*
Pomp's Tire Service	\$96,092.20 *
Eastern Iowa Tire	\$111,907.35
Thompson Truck	\$117,963.93

RECOMMENDATION

The Manager of Purchasing and the Manager of Transportation concur in recommending the purchase of Bus and Van tires from Eastern Iowa Tire.

*Did not bid all tires

CONSENT AGENDA

**BA-22-394 Award of Contract – Viola Gibson Elementary School - Roofing Improvement Project
(Jason Lietz/Jon Galbraith)**

Exhibit: BA-22-394.1-3

Action Item

Pertinent Fact(s):

1. The project consists of partial removal of the existing roof and insulation, and replacement with new insulation and roof membrane at Viola Gibson Elementary School. The repair is a result of a wind storm that occurred on April 11, 2022, and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL) which will be reimbursed by District insurance.
2. The low bid for the Viola Gibson Elementary School Roofing Improvements Project is \$322,000 and the low bidder was Advance Builders Corporation.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to Advance Builders Corporation, for the Viola Gibson Elementary School - Roofing Improvement Project.



May 24, 2022

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

RE: Probable Cost of CRCSD 2022-23 Roof Improvements – Viola Gibson
Elementary School

Dear Jon:

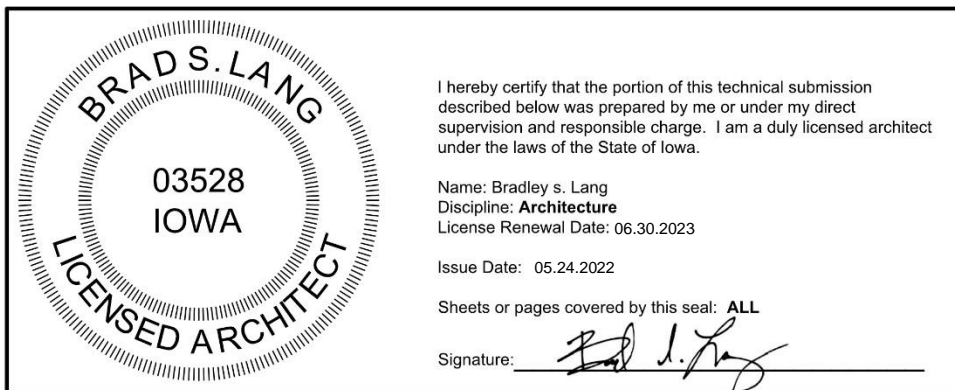
In accordance with Iowa Code 38.3(2), the total probable cost of labor, materials, equipment, and supplies (excluding architectural & engineering design and construction services) for the above-mentioned project is as follows:

Total Estimated Cost of Construction: \$335,000.00

Respectfully,

A handwritten signature in black ink, appearing to read "Brad S. Lang".

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Traci Rozek, CRCSD
Darci Lorensen, SLA

*The Architect, as a design professional familiar with the construction industry, has prepared the Opinion of Probable Construction Costs. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Opinion of Probable Construction Costs.

BID TABULATION

Owner:	Cedar Rapids Community School District	SLA Project No.:	21030-M
Project Name:	CRCSO 2022-23 Roof Improvements - Viola Gibson Elementary	Bid Date:	June 7, 2022
Location:	Cedar Rapids Community School District ELSC 2500 Edgewood Road NW	Bid Time:	2:30 PM (Local Time)

Bidders Name			ADVANCE BUILDERS CORPORATION		BLACK HAWK ROOF COMPANY, INC		CEDAR SERVICE COMPANY		DRYSPACE, INC.		WEST BRANCH & TIPTON ROOFING CO. INC.	
Address			325 Waconia Court SW Cedar Rapids, IA 52404		619 East 19th Street Cedar Falls, IA 50613		707 66th Avenue SW Cedar Rapids, IA 52404		707 66th Avenue SW Cedar Rapids, IA 52404		P. O. Box 100 West Branch, IA 52358	
Bid Security: Included / Separate Envelope		004313	5%		5%		5%		5%		5%	
Bidder Status Form		004113.1	X		X		X		X		X	
Authorization to Transact Business Wk Sheet		004113.2	X		X		X		X		X	
Non-Collusion Affidavit		004113.3	X		X		X		X		X	
Targeted Small Business (TSB) Form		004113.4	X		X		X		X		X	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID	ALL WORK TO ADD INSULATION AND NEW ROOF MEMBRANE OVER EXISTING ROOF SYSTEM & MODIFY FLASHING AND COPING CAPS, AS SPECIFIED IN DOCUMENTS SHALL BE:	LUMP SUM	LUMP SUM	\$322,000.00	LUMP SUM	\$517,800.00	LUMP SUM	\$342,205.00	LUMP SUM	\$424,729.00	LUMP SUM	\$342,722.00
UNIT PRICE #1	TREATED WOOD BLOCKING (2X6)	PRICE / LF	LF	\$4.00	LF	\$6.75	LF	\$2.75	LF	\$6.00	LF	\$7.50
UNIT PRICE #2	REMOVE AND REPLACE EXISTING TOTAL SYSTEM THICKNESS (THERMAL BOARD, VAPOR RETARDER, INSULATION, AND RECOVERY BOARD) IN AREAS OF LOOSE AND/OR WET CONDITIONS	PRICE / SF	SF	\$10.00	SF	\$20.00	SF	\$7.85	SF	\$20.00	SF	\$55.00



June 8, 2022

Mr. Jon Galbraith, Buildings and Grounds Manager, Cedar Rapids Community School District, Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa 52405

RE: CRCSD 2022-23 Roof Improvements – Viola Gibson Elementary School
Cedar Rapids Community School District

JON:

Five (5) bids were received on June 7th, 2022, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is Advance Builders Corporation, located in Cedar Rapids, Iowa. Our initial review did not discover any irregularities with this bid. We recommend that the Cedar Rapids Community School District proceed with your award process on the basis of the lowest bona fide bid as listed below. This award may be subject to submittal of acceptable bonds, insurance and other requirements of the Cedar Rapids Community School District. We are enclosing a copy of the bid tabulation for your use.

Advance Builders Corporation

Base Bid:	All Work to add insulation and new roof membrane over existing roof system & modify flashing and coping caps, as specified in documents shall be:	\$322,000.00
	TOTAL	\$322,000.00

Please contact our office of the award decision and we will proceed with obtaining the agreement, bonds and insurance.

Thank you for the opportunity to work with you on this project, and we look forward to continuing to do so throughout the construction process. If you have any questions, do not hesitate to contact us.

Respectfully,

A handwritten signature in dark ink, appearing to read "Brad S. Lang".

Brad s. Lang, AIA
Partner
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Darci Lorensen, SLA

CONSENT AGENDA

BA-22-395 District Audit Committee Membership - 2022-2023 School Year (David Nicholson)

Exhibit: BA-22-395.1

Action Item

Pertinent Fact(s):

1. The Audit Committee provides the Cedar Rapids Community School District and Board of Education with the practical means of providing independent review and oversight of the District's financial reporting processes, internal controls, and independent auditors.
2. Board appointed committees are required to submit their membership for Board approval.

Recommendation:

It is recommended that the Board of Education approve the District's Audit Committee Membership for the 2022-2023 School Year.

Audit Committee Membership July 1, 2022 - June 30, 2023			
Name	Employer	Occupation	Term
Scott Arensdorf <i>Committee Chairperson</i>	Eastern Iowa Health Center	Controller	FY2022-2024
Maureen Oviatt	Retired	Community Liaison	FY2022-2024
Angela Dockter	Alliant Energy	Lead SOX Advisor	FY2022-2024
Jason Fisher	Community Liaison	Community Liaison	FY2021-2023
Janet Henry	CRST	SR. Manager- Revenue Assurance	FY2021-2023
Chad Meyers <i>Committee Chairperson Pro Tem</i>	TransAmerica	Vice President, Head of Internal Audit	FY2021-2023
Tom Hoffmann	North Risk Partners (NRP)	Executive Vice President of Marketing	FY2021-2023
John Hammar	Cedar Rapids Bank and Trust	Controller	FY 2023-2025
Whitney Schreder	Junior Achievement of Eastern Iowa	Vice President Administration	FY 2023-2025
Independent Auditing Firm Representatives (non-voting)			
Kevin Smith	RSM US LLP	Partner	Ongoing - Support
Greg Probst	RSM US LLP	Manager	Ongoing - Support
Cedar Rapids School District Representatives (non-voting)			
Karla Hogan	CFO, Board Treasurer		Committee Liaison
Krystle Braumann	Accounting Department Manager		Committee Liaison
Sarah Brown	Business Services Lead/ERP System Analyst		Committee Liaison

CONSENT AGENDA

**BA-22-396 Agreement – Cedar Rapids Community School District and Horizons NTS –
2022-2023 School Year (David Nicholson/Nicole Kooiker/Scott Wing)**

Exhibit: BA-22-396.1-3

Action Item

Pertinent Fact(s):

The Agreement is for public transportation services with NTS, a program of Horizons, to provide student transportation services during the 2022-2023 School Year. We are engaging with NTS to help meet our bus driver shortages.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Horizons, A Family Services Alliance, NTS for the 2022-2023 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 June 13, 2022.

District Obligations:

- The District hereby agrees to reimburse the Contractor for providing transportation services to authorized students attending relevant Cedar Rapids Independent 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 at least 2 weeks prior to scheduled beginning of transportation.

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 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 provision 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 drive 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 **\$60 per hour per vehicle**.

Example based on potential student routing needs:

- \$60 per hour x 5 vehicles x 6 hours per day (3 hours AM & 3 hours PM) = \$1,800/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 two months 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 Cedar Rapids Community School District's 1st semester unless otherwise agreed upon by both parties. A 30 day written termination notice shall be given.

By signing below, the parties acknowledge having read this agreement and agree to enter into a services agreement on the basis of the terms and conditions set out.

WLSH -

Horizons, A Family Service Alliance
Michael Barnhart, C.E.O.

4/26/22

Date

Cedar Rapids Community School District
Authorized Signee

Date

CONSENT AGENDA

BA-22-397 Meal Price Increase - 2022-2023 School Year (Jenny Hook)

Information Item

Pertinent Fact(s):

1. The Department of Food and Nutrition will be increasing breakfast and lunch prices to comply with guidelines of the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). USDA has NOT extended the national waivers for schools to be able to offer free meals to all students through the 2022-2023 School Year. USDA has returned to the National School Lunch Program and free/reduced benefit status for the 2022-2023 School Year. The Cedar Rapids School District has 23 schools that will operate under the Community Eligibility Provision (CEP) for the 2022-2023 School Year. Under this provision one breakfast and one lunch daily will be free to students in the approved schools. The remainder of the schools will have the following meals prices for the 2022-2023 School Year:

The increase is as follows:

Breakfast	Current Price	Proposed Price	Increase
Elementary	\$ 2.05	\$ 2.15	\$ 0.10
Secondary	\$ 2.15	\$ 2.25	\$ 0.10
Reduced	\$ 0.30	\$ 0.30	\$ -

Breakfast	Current Price	Proposed Price	Increase
Elementary	\$ 3.00	\$ 3.10	\$ 0.10
Secondary	\$ 3.10	\$ 3.20	\$ 0.10
Reduced	\$ 0.40	\$ 0.40	\$ -

2. The Paid Meal Equity provision of the HHFKA requires schools to annually assess their prices with the end goal of all paid lunch prices at least equaling the free reimbursement rate minus the paid reimbursement rate. Districts do not have to meet the paid lunch price requirement immediately. The regulations allow for a gradual increase in paid lunch prices. The Healthy, Hunger-Free Kids Act of 2010 also outlines Dietary Guidelines that must be followed.
 - a. The District is compliant with the USDA meal pattern guidelines and has realized an increase in food costs. Participating and managing the large food buying group, EIPG (Eastern Iowa Food Group) leverages buying power for better pricing, offsetting some of the increase.
3. Financial impact for a family: If a student participates in the breakfast and lunch program every day, the increase would amount to approximately \$2 monthly or \$18 annually.

CONSENT AGENDA

BA-22-398 Agreement – Cedar Rapids Community School District and Discovery Education, Inc. - Mystery Science – 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-22-398.1

Action Item

Pertinent Fact(s):

The Agreement with Discovery Education, Inc. for Mystery Science provides open-and-go lessons that are aligned with Iowa Core Science Standards and features student questions. The on-going Agreement is for elementary science digital content for all K-5 teachers and students.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Discovery Education, Inc. - Mystery Science for the 2022-2023 School Year.

Quote #183851

Quote Issued: May 13, 2022 • Quote Expires: July 15, 2022

Cedar Rapids Community School District Hiawatha, IA, US

District Membership for 2022-2023 with US \$13,480 discount

Membership is valid through June 30, 2023.

Includes access to all lessons for all teachers at Cedar Rapids Community School District.

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online:
<https://mysteryscience.com/order/703caf>

Purchase orders submitted by mail are accepted but take longer to process.

Pricing Breakdown

District Membership 2022-2023

Membership period: July 1, 2022 - June 30, 2023

\$1,999 x 20 priced schools \$39,980

\$674 Early Bird Discount x 20 priced schools - \$13,480

Grand total (USD) \$26,500

Total Discount of \$13,480

See a mistake?

To cancel this quote, visit:

<https://mysteryscience.com/order/703caf>

Other questions? visit our help center at

<https://support.mysteryscience.com>

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.

If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to

Note: all purchase orders can be submitted online
Mystery Science
c/o Discovery Education, Inc
PO Box 745873
Atlanta, GA 30374-5873

Contact

(650) 550-0670
Fax provided after
submitting PO #

MYSTERY
science
part of Discovery Education

Laurel A. Day

Date

Support

CONSENT AGENDA

**BA-22-399 Agreement – Cedar Rapids Community School District and TeachBoost –
2022-2023 School Year (Adam Zimmermann)**

Exhibit: BA-22-399.1-2

Action Item

Pertinent Fact(s):

1. CRCSD adopted the New Art and Science of Teaching instructional framework in the 2015-16 school year. Over the last two and a half years, a teacher and administrator work group has worked to prioritize key elements of the framework. This work was intended to create a common language for what effective teaching looks, feels and sounds like.
2. In the spring of 2022, the work team finalized the 12 priority elements. The elements will serve as the foundation for our teacher growth and evaluation systems. TeachBoost will help operationalize the framework in practice.
3. TeachBoost is an online instructional leadership suite that provides the ability to manage all teacher evaluations, classroom observations and coaching interactions on a single platform. The suite consists of two products - TeachBoost Pro and TeachBoost Coach. Each product works together to provide a unified, easy-to-use platform for teachers and administrators to use while keeping the evaluation process and the coaching processes confidential and separated.
4. TeachBoost Coach provides a clear, holistic picture of the impact coaching is having on instruction and student achievement. The Agreement provides the opportunity to improve efficiency and effectiveness in the evaluation process AND effectively support our coaching program while maintaining confidentiality between the two functions.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and TeachBoost for the 2022-2023 School Year.

**TeachBoost****TeachBoost**

228 Park Ave S, #82173

New York, NY 10003

sales@teachboost.com

ESTIMATE**Cedar Rapids Community School District**

Adam Zimmermann

2500 Edgewood Rd NW

CEDAR RAPIDS, IA 52405

Number: 1231

Date:

DATE	SERVICE	LICENSES	RATE	TAX	AMOUNT
07/01/2022	TeachBoost evaluation tools and features for certified staff (teachers and administrators)	1,314	60.00		78,840.00
07/01/2022	Volume discount off of TeachBoost Pro	1,314	-15.00		-19,710.00
07/01/2022	TeachBoost Coach standalone product	27	800.00		21,600.00
07/01/2022	TeachBoost Coach standalone product - Partial Release	18	400.00		7,200.00
07/01/2022	TeachBoost evaluation tools and features for classified staff.	975	40.00		39,000.00
07/01/2022	20% Volume discount for classified staff	975	-10.00		-9,750.00
07/01/2022	10% discount for using both products	1	- 12,307.20		-12,307.20
07/01/2022	10% discount for case study.	1	- 12,307.20		-12,307.20
07/01/2022	Discount for TeachBoost Coach	36	-200.00		-7,200.00

Subscription start: 07/01/2022

Subscription end: 06/30/2023

After reviewing this estimate, please submit your purchase order via email to sales@teachboost.com. Once we receive your purchase order we'll issue an invoice with payment details. If you prefer to pay by credit card, please let us know.

Please review our full set of license terms and conditions at <https://teachboost.com/terms> and note that by processing this order, you agree to those terms. Those terms, the contract we have with your organization (if applicable), this estimate, and the

Subtotal: 85,365.60

Discount:

Tax: 0.00

TOTAL: USD 85,365.60

final invoice constitute the entirety of our agreement with your organization.

TeachBoost licenses are good for one year (12 months), unless otherwise specified here or in your contract. They begin on the date listed on your invoice, or otherwise on the date you submit your purchase order if no date is listed on your invoice. We'll always remind you before your license expires should you wish to renew and we do not automatically renew your license or charge you.

Thank you for your purchase!

Please review our full terms and conditions at <https://teachboost.com/terms> and note that by processing this order, you agree to those terms. Those terms, the contract we have with your organization (if applicable), this estimate, and the final invoice constitute the entirety of our agreement with your organization.

Please contact your account representative, or our sales team at sales@teachboost.com, with any questions at any time.

We look forward to working together!

Laurel A. Day

Date

ADMINISTRATION

BA-22-400 Fiscal Year 2022 Audit Committee Report (David Nicholson)

Exhibit: BA-22-400.1-9

Information Item

Strategic Plan/Focus Areas

- ☐ Culture
- ☐ Student Learning
- ☐ Workforce
- ☒ Systems and Resources

Pertinent Fact(s):

According to the Audit Committee Charter, the District Audit Committee will report its findings to the Board of Education on an annual basis. Representatives of the committee will be present to provide the report to the Board.

Audit Committee

Annual Report to the Board

June 13, 2022

Presenters:

Maureen Oviatt – Committee Chairperson

Jason Fisher

Audit Committee

Annual Activities of the Committee

- Review District internal financial controls with the independent auditors and assess the adequacy.
- Annual orientation session in October to assist new members and re-acquaint veteran members with an understanding of school finance and budgeting.
- Semi-annual review with CRCSD attorney to discuss District legal issues including those shared with the independent auditors.
- Review property/casualty/work comp insurance coverages with the District commercial insurance representative.
- Review high level risk and mitigation associated with Technology through reports from District technology staff.
- Review specified District policies/procedures to assess and manage the risk level.
- Complete the committee self-evaluation performance and effectiveness survey annually.

Audit Committee

FY2021-2022 Highlights

A sub-committee was formed to review the Audit Committee Charter as it pertains to risk assessment and testing. A recommendation is forthcoming.

Due to the expiration of the 5-year independent audit firm agreement, a sub-committee was formed to conduct an RFP process to select the independent audit firm for the District. RSM was awarded a 3-year agreement with an optional 2-year extension.

Audit Committee Membership Highlights

FY2021-22 Committee Member Additions : Angela Dockter and Tom Hoffmann

Committee members Whitney Schreder and John Hammar agreed to extend their appointments through FY2022-23 due to the uniqueness of the last two years.

FY2021-2022:

Maureen Oviatt - Committee Chairperson

Scott Arensdorf - Chairperson Pro-tem

For FY2022-2023:

Scott Arensdorf – elected Committee Chairperson

Chairperson Pro-tem yet to be determined.

For FY2021-22, Greg Probst will be the Audit Manager. Kevin Smith is the RSM partner supporting the District.

Audit Committee Recommendation

- Revise the committee charter to allow for a formalized annual plan that directs the risk assessment reviews of District policy and procedures either with District staff or through contracted services. A progress review will be completed at each meeting.

QUESTIONS?



Introduction and Background

This report summarizes the activities of the Cedar Rapids Community School District (CRCSD) Audit Committee during the fiscal year ended June 30, 2022. The committee, which was created in 1997, provides an annual written report to the Board of Education addressing actions taken in fulfilling committee responsibilities in accordance with the committee charter. This committee is one of the few Districts in the State providing a review at this level.

Role

The Audit Committee provides a practical means for the CRCSD Board of Education to obtain independent review and oversight of the District financial reporting processes, internal controls, and independent auditors. The Audit Committee also provides a forum separate from management in which auditors and other interested parties can candidly discuss concerns. The Audit Committee helps to ensure that District internal control management is designed properly and that procedures are in place to assess District management practices objectively.

Membership

According to the Audit Committee charter, "Members from the community who will serve on the Audit Committee will be comprised of individuals preferably with business expertise, who possess a basic understanding of governmental financial reporting and auditing and are preferably residents of CRCSD, or who have children who attend the CRCSD." Total membership of the Audit Committee shall not exceed ten individuals. One member of the Board of Education may serve in a liaison capacity. The District Executive Director of Business Services serves as liaison for committee activities and serves in an ex-officio capacity. Other District employees may provide periodic reports to the committee.

Community members serve three-year terms, staggered to preclude a large turnover in any one year. A chairperson is appointed annually to preside at committee meetings. Community applicants for membership are reviewed and elected by a majority vote of the Audit Committee.

Audit Committee Membership July 1, 2021 - June 30, 2022			
Name	Employer	Occupation	Term
Scott Arensdorf <i>Committee Chairperson Pro Tem</i>	Eastern Iowa Health Center	Controller	FY2022-2024
Maureen Oviatt <i>Committee Chairperson</i>	Retired	Community Liaison	FY2022-2024
Angela Dockter	Alliant Energy	Lead SOX Advisor	FY2022-2024
Jason Fisher	Community Liaison	Community Liaison	FY2021-2023
Janet Henry	CRST	SR. Manager- Revenue Assurance	FY2021-2023
Chad Meyers	TransAmerica	Vice President, Head of Internal Audit	FY2021-2023
Tom Hoffmann	North Risk Partners (NRP)	Executive Vice President of Marketing	FY2021-2023
John Hammar	Cedar Rapids Bank and Trust	Controller	FY 2020-2022
Whitney Schreder	Junior Achievement of Eastern Iowa	Vice President Administration	FY 2020-2022

Specific Responsibilities

As part of its operational framework, the Audit Committee uses a Charter and Charter Matrix to provide detailed guidance in structuring its activities to ensure that the committee fulfills its charter. The Charter Matrix includes a listing of each of the activities in the committee's charter, along with the steps to accomplish the objective of the activity, the deliverables from the activity, and the frequency at which the activity should appear on the committee agenda. The Charter Matrix serves as the basis for the annual functions of the committee.

https://crschools.us/app/uploads/2021/06/AuditCommitteApprovedCharter.Matrix_5-01-19.pdf

Committee Self-Assessment

Each year the Committee completes a self-evaluation summary in an ongoing effort to improve. A copy of the self-assessment is available upon request.

Meeting Minutes

Detailed minutes from committee meetings can be found at this link:

<https://crschools.us/about/board-of-education/meetings-and-agendas/>

Audit Committee FY2022 Highlights

2021-22 Fiscal Year

1. Committee members added: Angela Dockter and Tom Hoffmann
2. Krystle Braumann replaced Sherry Luskey as a District liaison due to Sherry's retirement.
3. Committee Members Whitney Schreder and John Hammar agreed to extend their appointment another year due to the uniqueness of the last two years.
4. A sub-committee was formed to review the Audit Committee Charter as it pertains to risk assessment, testing, and scope of responsibilities.
5. Due to the expiration of the 5-year independent audit firm agreement, a sub-committee was formed to conduct an RFP process to select the independent audit firm for the District. RSM was awarded a 3-year agreement with an optional 2-year extension.
6. For FY2021-22, Greg Probst will be the Audit Manager. Kevin Smith is the RSM partner supporting the District.
7. For FY2022-23, Scott Arensdorf was elected as chairperson. The chairperson pro-tem yet to be determined.

Ongoing Committee Activities

1. Review and discuss the District's annual audited financial statements with management and the independent audit firm including any problems/difficulties (if any) that external auditors had with management in performing the audit.
2. Review District internal financial controls with the independent auditors and assess the adequacy.

3. Review and discuss results of other Agreed Upon Procedures agreements conducted.
4. Semi-annual discussion of District legal issues including those shared with the independent auditors.
5. Review property/casualty/work comp insurance coverages with the District commercial insurance representative.
6. Review high level risk and mitigation associated with District Technology.
7. Review Metro Interagency Insurance Program (MIIP) status semi-annually.
8. Annual orientation session in October to assist new members and re-acquaint veteran members with an understanding school finance and budgeting.
9. Complete the committee self-evaluation performance and effectiveness survey annually.
10. Congratulations and recognition of CRCSD for 27 consecutive years of achievement earning the Certificate of Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada, (GFOA) and the Association of School Business Officials International, (ASBO).

Respectfully Submitted,

Maureen Oviatt, CRCSD Audit Committee Chairperson

LEARNING AND LEADERSHIP

BA-22-401 Presentation and 28E Agreement – Cedar Rapids Community School District and the City of Cedar Rapids - School Resource Officer Program – 2022-2023 School Year (Noreen Bush/Nicole Kooiker/Justin Blietz)

Exhibit: BA-22-401.1-38

Action Item

Pertinent Fact(s):

The presentation includes the following components regarding the SRO program, at-risk/dropout dollars, mental health needs, as well as student suspension data:

- a. Goals for year and changes implemented
- b. Panorama data collected in May and comparison data
- c. Changes identified and changes discussed for 2022-2023 school year
- d. SRO assistance plan for K-8 buildings
- e. Assistance plan data on floater SRO's
- f. Costs – Funding Sources
- g. Mental health needs
- h. Student suspension data

Recommendation:

It is recommended that the Board of Education approve the 28E Agreement – Cedar Rapids Community School District and the City of Cedar Rapids - School Resource Officer Program – 2022-2023 School Year, following the presentation and discussion.

School Resource Officer (SRO)

Spring 2022 Data and Contract Review

June 13, 2022

Program Evaluation Review

- 1) Review goals for year and changes implemented
- 2) Review Panorama data we collected in May and comparison data
- 3) Review changes identified and changes discussed for 2022-2023 school year
- 4) Review SRO assistance plan for K-8 buildings
- 5) Review assistance plan data on when floater SRO's were used
- 6) Costs - look at funding sources for SRO's (dropout/at-risk dollars
- 7) Dropout/at-risk dollars - use and other supports for students
- 8) Mental health needs
- 9) Student suspension data

Program Goals

Our goal is to :

- 1) Create an environment where all students feel safe and supported
- 2) Instill in all students and staff a sense of belonging
- 3) Educate and teach students about appropriate behaviors and responses through a restorative and trauma informed lens

Changes Implemented This Year (2021-2022)

- 1) We are collecting monthly reports from CRPD and reviewing data as a team.
- 2) SRO's have taught run, hide, fight to the staff in the various buildings across CRCSD.
- 3) SRO's have worked with building principals on facilitating, leading and organizing lock down drills.
- 4) SRO's are wearing soft uniforms or school gear with the exception of the winter months of January and February.
- 5) No SRO's are permanently assigned to any middle school.
- 6) SRO assistance plan implemented for K-8 buildings.



Panorama Survey Response Rates

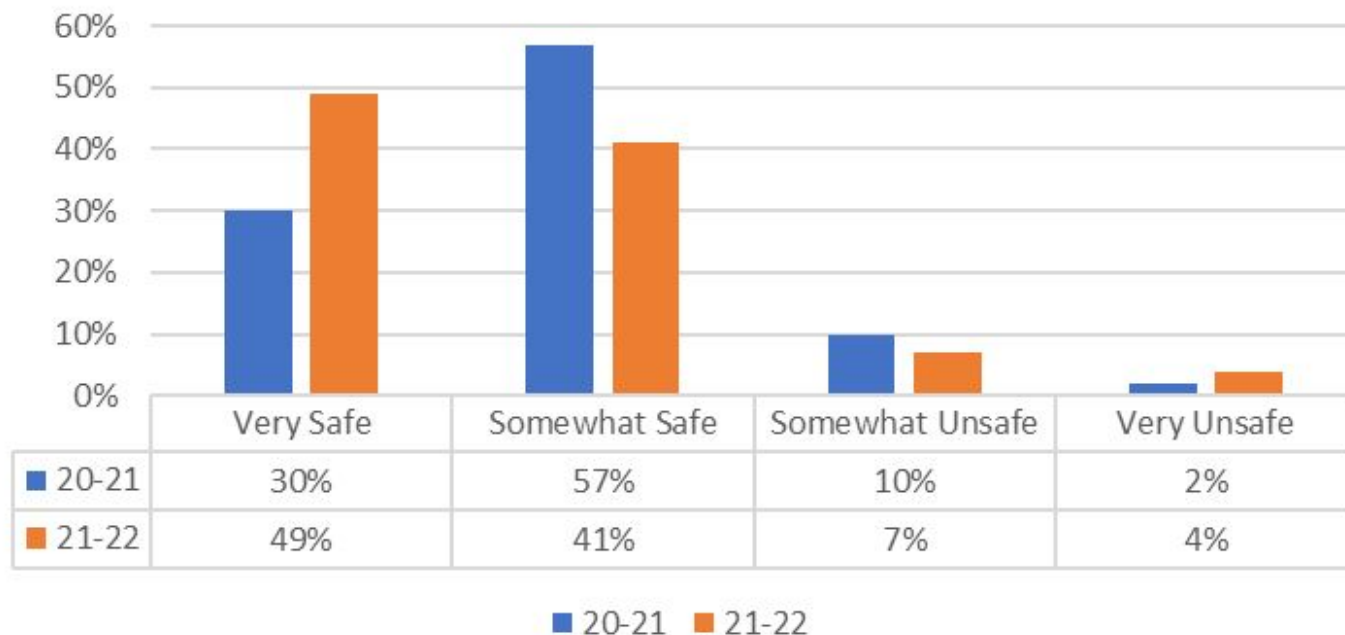
Survey	Total in Population	# of Responses	Response Rate
High School Students	4836	527	11%
High School Staff	602	165	27%**
**Jefferson staff did not take the survey			
High School Families	4836	102	3%

Student Data

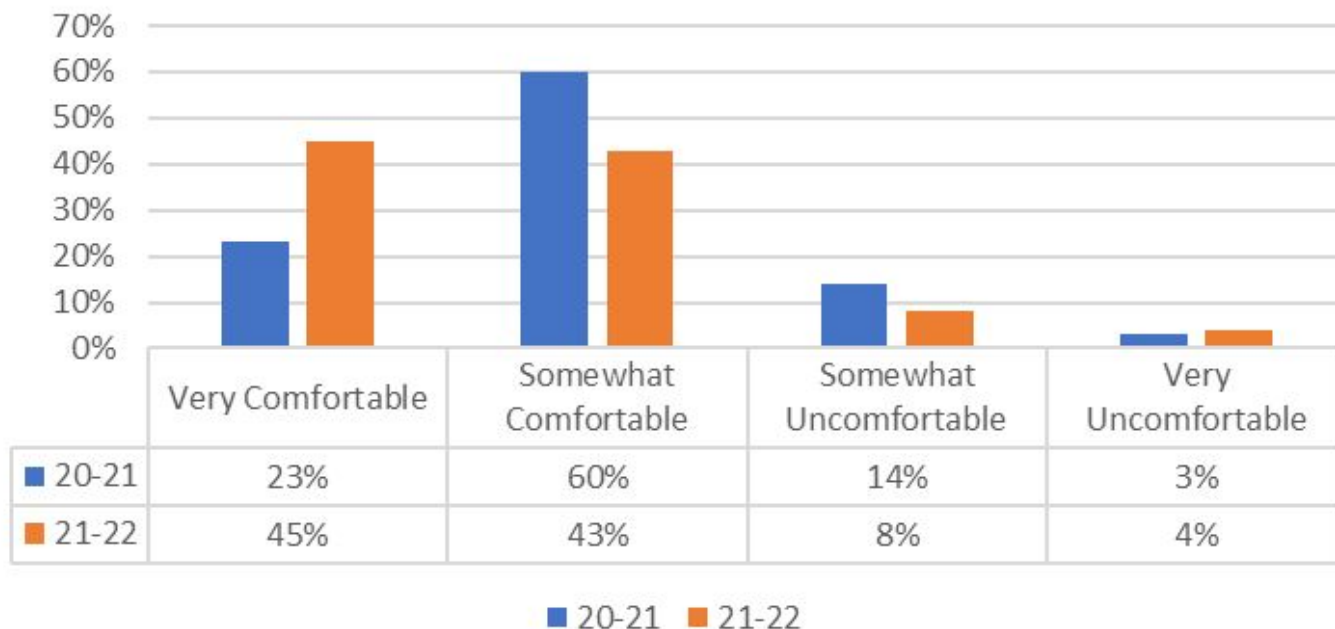
Comparison of HS Response Rates 20-21 vs 21-22

Year	High School Enrollment	# of Responses	Response Rate
20-21	4792	1854	39%
21-22	4834	527	11%

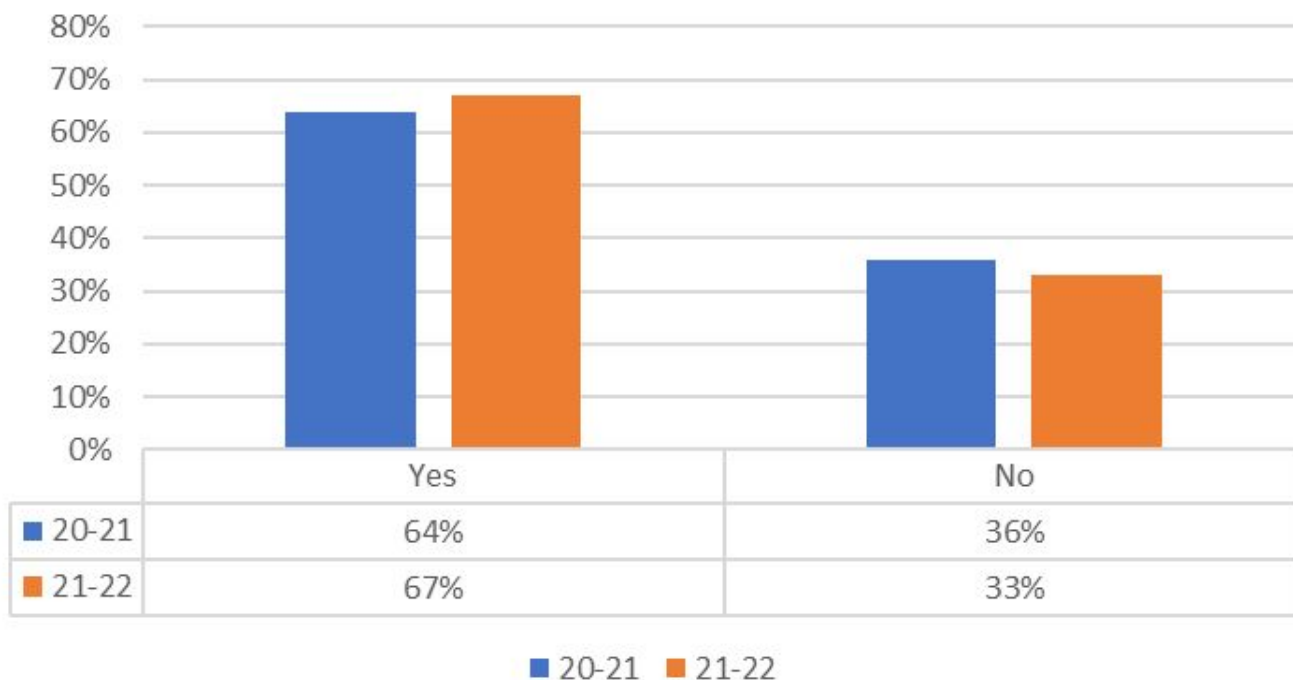
How safe or unsafe do you feel having an SRO at your school?



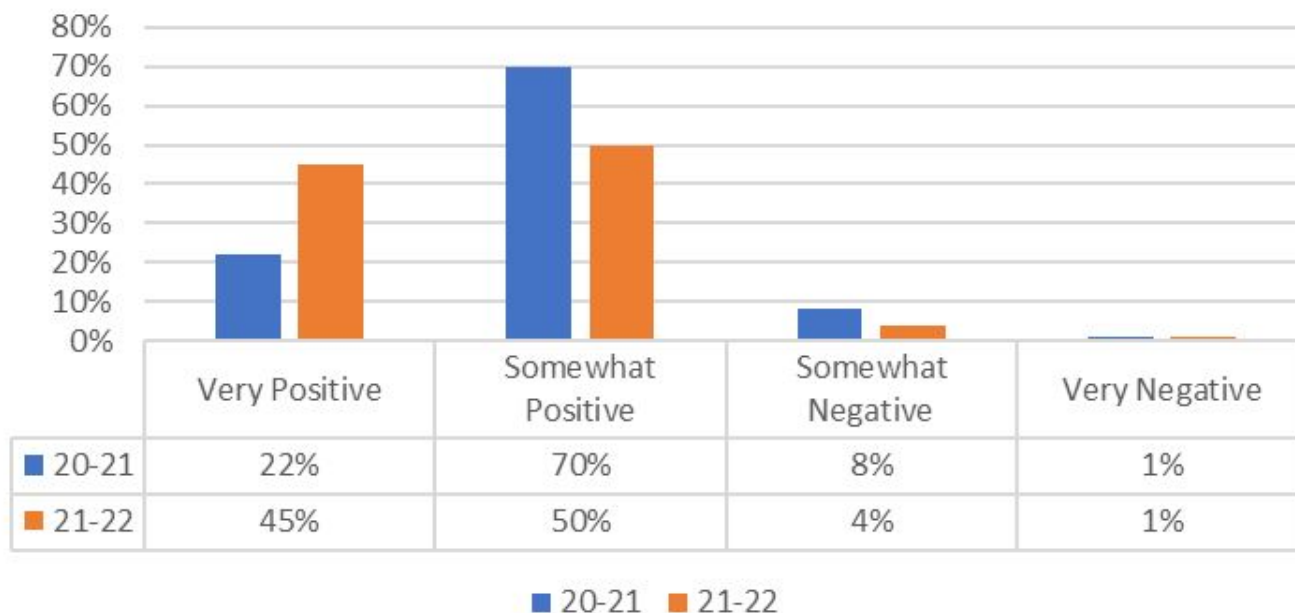
What is your level of comfort being around your SRO?



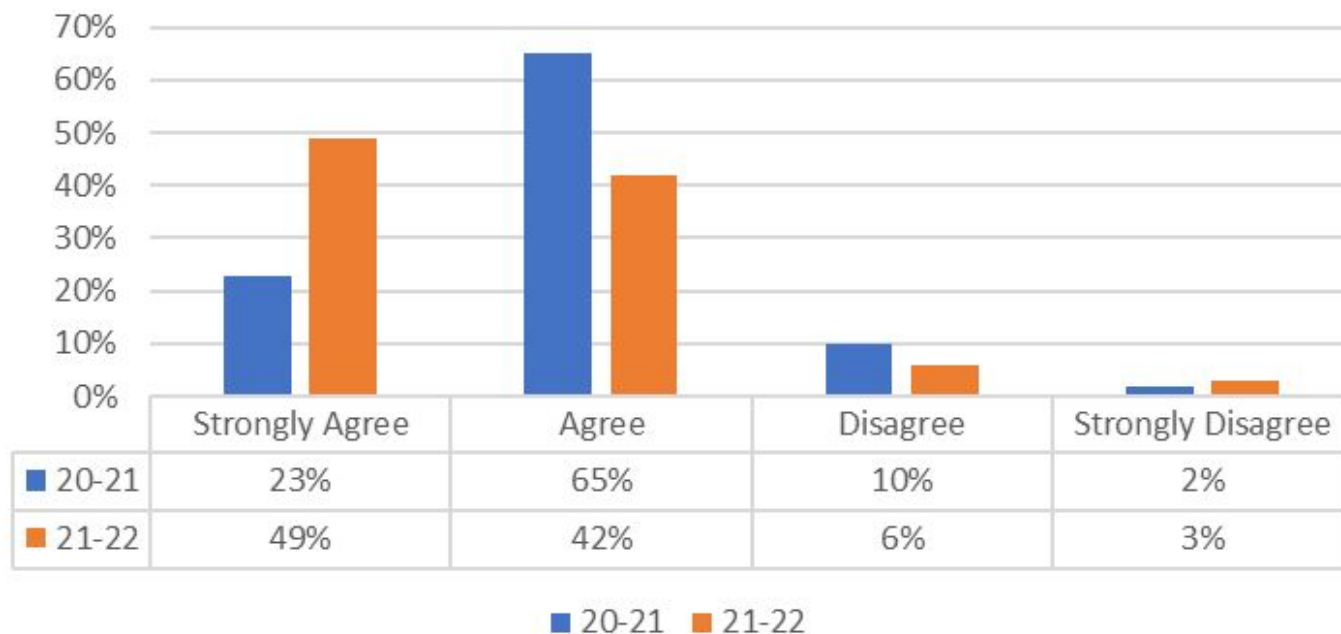
I have had interactions with the SRO at my school



How positive or negative have your experiences been with the SRO in your school?



Does the SRO serve as a positive role model in your school?



Staff Perception Data - Represents 27% of Staff

BA-22-401.1-38

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Question (Staff)	Percent Favorable
How physically safe do SRO's make students feel?	92%
How do SRO's affect the relationship between students and police?	94%
How do SRO's make students feel at school?	91%
How would you rate your personal experience with the SRO in your school?	94%
Do you feel SRO's are needed in our schools?	93%

Family Data - Represents 3% of families at HS

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Question	Percent Favorable
How physically safe do SRO's make students feel?	94%
How do SRO's affect the relationship between students and police?	93%
How do SRO's make students feel at school?	90%
How would you rate your personal experience with the SRO in your school?	94%
Do you feel SRO's are needed in our schools?	90%

Contract Changes included for 2022-2023

- 1) More clarity around our soft uniforms stating the SRO will work in the issued soft uniform attire when on duty as an SRO.
- 2) The school district will collect perception data from parents, students, and staff.
(This is through Panorama survey)
- 3) CRPD and SRO's will pick up discarded student medicine for disposal at the end of each school year.

Contract Changes discussed for 2022-2023

- 1) Based on the review of our data, we discussed removing the two floater SRO's and having the five serve our HS buildings including Polk.
- 2) If the floater SRO's were going to remain, we discussed placing them at the CRPD downtown location or location on 1st Street instead of in one of our buildings and changing their title to responders instead of floaters.

SRO Assistance for K-8 Buildings

If you need access to an SRO and it is not an immediate emergency where you would call 911



Building Principals call their building level executive director. If they are not available, call Nicole Kooiker (515-608-3358)



Executive Director will ask the necessary questions and provide district support and call Nicole who will call Cory or Matt with the request for one of the floating SRO's



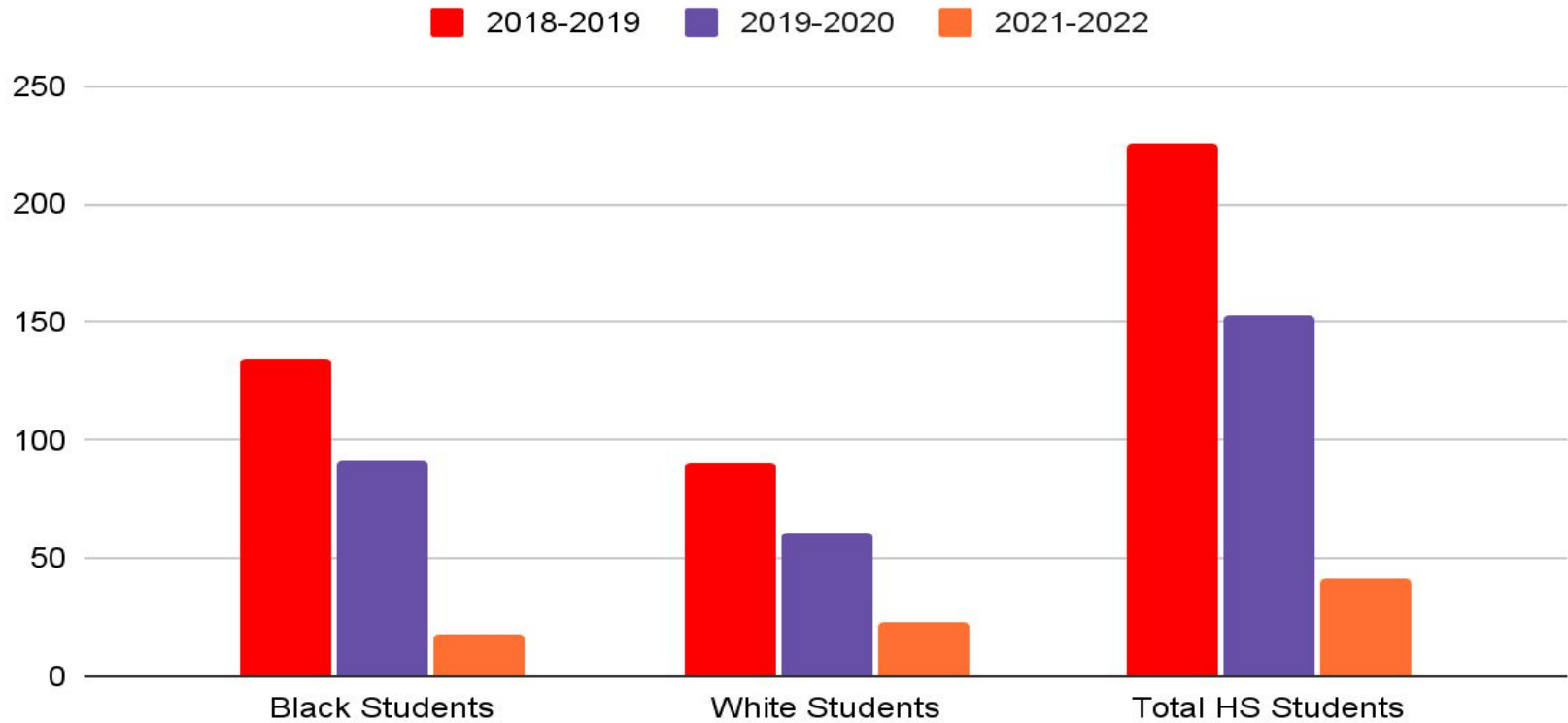
Building level executive directors will follow up with principals and support staff from the district and/or an SRO will report to the building for services.

SRO Assistance Data

Breakdown of what SRO's were called for: 33 incidences this year

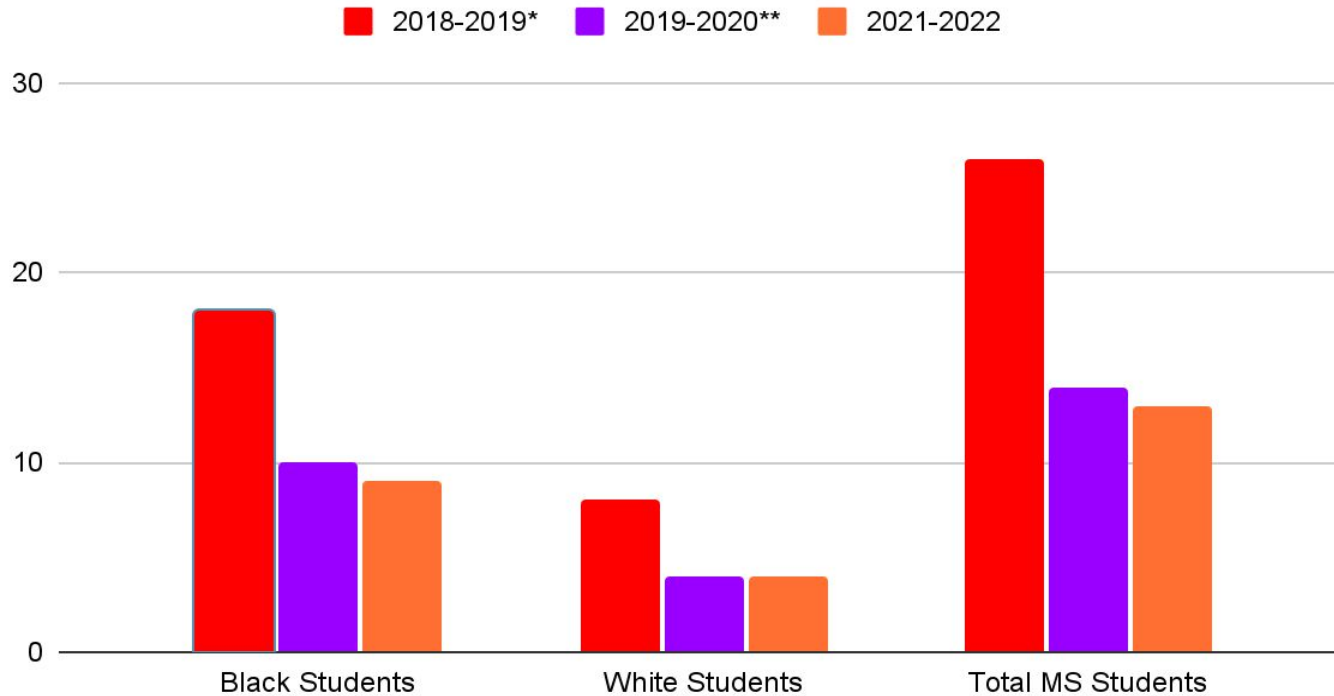
- Wellness check - **9 calls**
- Threat of some sort concerning statements - **6 calls**
- Traffic flow - **3 calls**
- Drugs - **3 calls**
- Social media post - **2 calls**
- Adult behaviors outside of buildings - **6 calls**
- Potential Fight - **1 call**
- Misc. - **3 calls**
 - Students walking on cars
 - HS students walking in halls with MS siblings
 - Hole in window

High School Charges: Year End Totals



Middle School Charges: 21-22 Year End Totals

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*Data only contains charges originating at McKinley and Roosevelt for 2018-2019

**Data only contains charges originating at McKinley and Roosevelt for 2019-2020, with 0 charges for April, May, and June due to school closure from COVID

Dropout/At-Risk Dollars

Dropout - \$7,629,131.00 | At-Risk - \$706,468.00

Expenditures spent on the following:

- SRO's - cost per SRO is \$139,279 annually, the district pays half which is \$69,639.50 per SRO. This totals to \$487,476.50 for 7 SRO's. The cost for 5 SROs (without floaters) would be \$348,197.50.
- iJAG programming
- Portions of counselor salaries
- Metro programming (all staff associated with alternative school)
- SIAP (secondary interim alternative placement staff housed at Polk)
- Multiple para's, facilitators, and nurses

Dropout/At-Risk Dollars Continued

- Behavior Techs
 - Engagement Specialists
 - Iowa NET High Academy
 - Various transportation needs
 - Various Community Partnership Agreements

 - Mental Health Supports - Tanager Place,
we spend \$13,000 to \$15,000 a year on each mental health
therapist for our buildings

 - For on-site restorative facilitators,
we spend approximately \$30,000 per counselor
- 

Elementary School Suspension Data

	# of ISS Incidents (Grades K-5)						# of OSS Incidents (Grades K-5)					
	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total
21-22 YTD	0	63	9	23	53	148	0	73	13	56	113	255
20-21**	0	20	4	3	25	52	0	53	5	23	61	142
19-20*	0	34	2	20	59	115	0	78	10	41	126	255
18-19	0	64	11	18	63	156	0	138	34	75	163	410

	% of ISS Incidents (Grades K-5)						% of OSS Incidents (Grades K-5)					
	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total
21-22 YTD	0%	43%	6%	16%	36%	100%	0%	29%	5%	22%	44%	100%
20-21**	0%	38%	8%	6%	48%	100%	0%	37%	4%	16%	43%	100%
19-20*	0%	30%	2%	17%	51%	100%	0%	31%	4%	16%	49%	100%
18-19	0%	41%	7%	12%	40%	100%	0%	34%	8%	18%	40%	100%

*No ISS or OSS after March due to Covid

**Late start due to derecho

Middle School Suspension Data

	# of ISS Incidents (Grades 6-8)						# of OSS Incidents (Grades 6-8)					
	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total
21-22 YTD	2	96	24	42	136	300	4	344	72	164	391	975
20-21**	0	30	6	18	33	87	0	130	28	51	129	338
19-20*	2	98	10	38	110	258	2	370	84	108	276	840
18-19	2	156	31	76	172	437	2	463	104	174	430	1173

	% of ISS Incidents (Grades 6-8)						% of OSS Incidents (Grades 6-8)					
	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total
21-22 YTD	1%	32%	8%	14%	45%	100%	0%	35%	7%	17%	40%	100%
20-21**	0%	34%	7%	21%	38%	100%	0%	38%	8%	15%	38%	100%
19-20*	1%	38%	4%	15%	43%	100%	0%	44%	10%	13%	33%	100%
18-19	0%	36%	7%	17%	39%	100%	0%	39%	9%	15%	37%	100%

*No ISS or OSS after March due to Covid

**Late start due to derecho

High School Suspension Data

	# of ISS Incidents (Grades 9-12)						# of OSS Incidents (Grades 9-12)					
	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total
21-22 YTD	0	3	1	6	5	15	3	189	30	70	189	481
20-21**	0	2	0	1	2	5	1	31	5	5	61	103
19-20*	1	18	2	3	25	49	2	236	33	68	255	594
18-19	1	25	3	9	33	71	7	393	48	88	434	970

	% of ISS Incidents (Grades 9-12)						% of OSS Incidents (Grades 9-12)					
	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total	Asian	Black/African American	Hispanic/Latino	Two or More	White	Total
21-22 YTD	0%	20%	7%	40%	33%	100%	1%	39%	6%	15%	39%	100%
20-21**	0%	40%	0%	20%	40%	100%	1%	30%	5%	5%	59%	100%
19-20*	2%	37%	4%	6%	51%	100%	0%	40%	6%	11%	43%	100%
18-19	1%	35%	4%	13%	46%	100%	1%	41%	5%	9%	45%	100%

*No ISS or OSS after March due to Covid

**Late start due to derecho

Mental Health Needs - General Data

“Prior to Covid 19 and regardless of geography, age, gender, and ethnic or racial background, an estimated 13.7 million children had been diagnosed with a behavioral health disorder”

“In a given year, an average of 7.4% of youth under age 18 in the United States will have a mental health visit in a community setting”

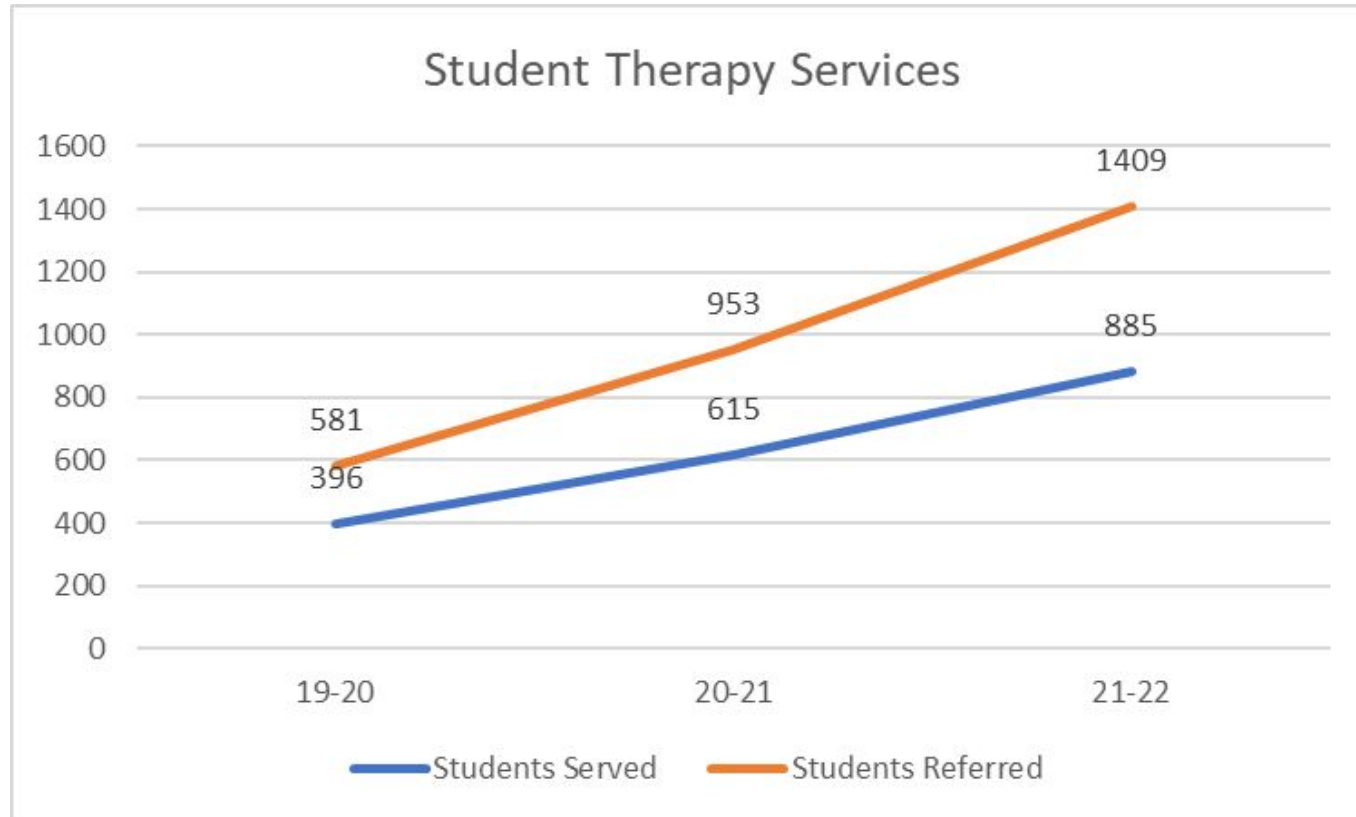
Student Therapy Services

	# of Students Being Served	# of Students Referred or Waiting
Elementary School	493	269
Middle School	191	113
High School	201	142
Total	885	524

Student Mental Health Therapy Services (Trend Data)

BA-22-401.1-38

Page 2



School Based Support

Students spend approximately 49% of their days in a school setting and are **six times more likely** to get evidence based treatment when it's offered in the school setting

Questions?

28E Agreement for the School Resource Officer Program
By and Between the
City of Cedar Rapids, Iowa
And
Cedar Rapids Community School District

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, (hereinafter referred to as the “School District”), and THE CITY OF CEDAR RAPIDS, IOWA (hereinafter referred to as the “City”).

WHEREAS: The School District and the City share a mutual desire to provide law enforcement and related services at the School District’s public schools located within Cedar Rapids to help maintain a healthy and safe school environment which will promote public health, safety and welfare; and

WHEREAS: The School District and the City have discerned the need for a School Resource Officer Program (hereafter “the SRO Program”) for the public school system within Cedar Rapids as hereinafter described, in order to provide a cooperative approach toward addressing the desires of both parties; and

WHEREAS: The School District and the City recognize the potential benefits of the SRO Program to the citizens of Cedar Rapids, Iowa and particularly to the students and staff of the public schools within Cedar Rapids, Iowa; and

WHEREAS: It is understood that this Agreement is between two public agencies and is entered into pursuant to the provisions of Iowa Code Chapter 28E and shall be electronically filed with the Iowa Secretary of State’s Office upon execution as required by law.

NOW, THEREFORE, the School District and City agree to the following terms and conditions:

Article I

Purpose

The purpose of this 28E Agreement is to establish the terms and conditions by which the City, through the Cedar Rapids Police Department (“Police Department”) shall assign police officers to serve at various School District locations as School Resource Officer (“SRO”). Except as otherwise provided in the Agreement, this 28E Agreement shall not in anyway, or by anyone, be deemed to be a contract by which the City provides services, professional or otherwise, to the School District. No special duty, or duty to act shall be deemed to be created by this Agreement.

Goals

The goals of the SRO Program are as follows:

1. Create an environment where all students feel safe and supported.
2. Instill in all students and staff a sense of belonging.
3. Educate and teach students about appropriate behaviors and responses through a restorative and trauma informed lens.

Article II

Duration

This Agreement will become effective upon the last date it is executed by one of the parties hereto as shown below and shall terminate on June 30, 2023. For purposes of Article V of this Agreement, however, the financing of the program shall be based upon a commencement date of July 1, 2022 and a termination date of June 30, 2023.

Article III

Duties of the Police Department

The City shall provide through the Police Department SROs as follows:

A. Assignment of School Resource Officer

The Police Department shall assign one regularly employed police officer to serve as an SRO for each of the following schools: Jefferson High School, Kennedy High School, Washington High School, Polk Alternative Education Center, and Metro High School (hereinafter referred to individually as "School" and collectively as the "Schools"), with the understanding that they may need to support other schools to address specific needs occasionally. Two additional CRPD officers will be non-school specific SRO's for the 2022-23 school year. These two positions shall coordinate with the SRO supervisor, school principals, and district administration to serve any school needing support.

B. Supervision

1. The Police Department shall assign at least one employee to supervise the officers assigned to the SRO program.
2. In addition to providing training and direction for the SROs, the SRO supervisor will serve as a liaison between the Police Department and the School District administrators in order to resolve matters of mutual concern.
3. The SRO supervisor, in consultation with the superintendent or its designee and the Schools' principals, will complete performance evaluations for each SRO during November of each year. The SRO supervisor, however, shall be the final arbiter of all decisions with respect to said evaluations.

C. Regular Duty Hours of School Resource Officer

The SRO shall be assigned to the School(s) on a full-time basis of eight (8) hours when the School(s) is (are) in regular session. The SRO shall be on campus from ½ hour prior to the start of class until ½ hour after classes are dismissed but has discretion to adjust these starting and ending times to maintain a 40-hour workweek. The SRO may be temporarily re-assigned by the Police Department during such school holidays, vacations, training activities, and periods of police emergencies, or other occasions as are agreed upon by the superintendent or its designee of the School District and the Police Department, provided, however, that the Police Department shall be the final arbiter of all such decisions.

Regular working hours may be adjusted on a situational basis with the approval of the SRO supervisor, or its designee. These adjustments may be to attend School District-related events requiring the presence of a law enforcement officer. Such adjustments shall be in accordance with the Fair Labor Standards Act and the Police Department's Bargaining Unit's contract with the City.

D. Equipment of School Resource Officer

All equipment purchased by the Police Department for the SRO to perform his/her duty shall be the property of the Police Department.

E. Duties of the School Resource Officer

1. The SRO may conduct such other non-law enforcement activities as agreed to by the principal.
2. The SRO shall coordinate the SRO's activities directly with the principal and the SRO supervisor.
3. Except as excused by other terms of this Agreement, the SRO shall be present at the assigned School during times of high activity, such as lunch and the beginning and end of the school day.
4. The SRO, in collaboration with the School District, shall assist with organizing, facilitating, and leading "lock down" drills for the students, faculty and staff at all school buildings, which shall occur twice per school year.
5. The SRO shall provide training on various subjects to the faculty and staff of the School District as agreed upon by the superintendent or its designee. This shall include "run, hide, and fight" training provided annually to the faculty and staff at all school buildings and general professional development training on agreed-upon topics. This training can occur as often as agreed upon by the SRO supervisor and the School District.
6. The SRO shall present instruction on various subjects to students as agreed upon by the principal, including a basic understanding of the laws, the role of the police officer, and the police mission. This shall include incorporating and supporting "Habitudes" instruction, a social emotional learning curriculum, for all high school students.
7. The SRO shall encourage individual and small group discussions with the students to further establish rapport with the students.
8. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the SRO Program.
9. The SRO shall be available for conference with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to police investigations shall not be disclosed to anyone not a party to this 28E Agreement except as provided by law or court order.
10. The SRO shall become familiar with community agencies that offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and the like. The SRO shall make referrals to such agencies when necessary, thereby acting as a resource person to the students, faculty and staff of the school(s).
11. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.

12. The SRO may determine it is necessary to conduct formal police interviews with students for incidents that occur on School property or are directly related to the School. The SRO shall inform the principal or designee as soon as possible and prior to any such interviews. The SRO shall adhere to School Board policy, including the requirement to reasonably attempt to notify parents/guardians prior to interviewing any student and to allow parents/guardians to be present during the interview, unless emergency circumstances prevent such notification. For each such interview, the SRO should document in Infinite Campus either a minimum of three (3) attempts to contact a student's parents/guardians prior to proceeding with any interview or the emergency circumstances that exist requiring an interview without notification.
13. The SRO may take law enforcement action as is necessary as determined by the SRO in the exercise of the SRO's discretion as a law enforcement officer, except that the SRO will divert first offense violations whenever possible to the School District to focus on a restorative response. When responding to warrants or arrests of students or parents/guardians, the SRO will make reasonable attempts to arrest off school property. If the SRO does take law enforcement action, the SRO shall make the principal aware of such action as soon as practical. Whenever practical, the SRO shall advise the principal before requesting additional police assistance on campus. If the use of force or an arrest becomes necessary, the SRO shall follow all applicable federal and state law, rules, and regulations and policies, as well as the requirements of this Agreement and the rules and regulations of the Police Department.
14. The SRO shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary, provided said assistance is consistent with the terms of this Agreement.
15. The SRO shall, whenever possible and when approved by both parties, participate in and/or attend school functions. The SRO supervisor may adjust the SRO's work hours as necessary to facilitate such attendance or participation. Overtime hours for additional school functions shall be subject to pre-approval by the SRO supervisor.
16. The SRO may conduct investigations related to the students attending the School for incidents that occur on School property or are directly related to the School. As soon as practical, the SRO shall advise the principal or designee regarding an investigation.
17. The SRO shall maintain detailed and accurate records of his/her activities and provide a written monthly report to the Police Department and the Superintendent or its designee. This activity report shall be for statistical purposes only and will not contain any confidential arrest, intelligence, or student information.
18. The SRO, in collaboration with the School District, will collect data on all referrals to law enforcement, including police calls, criminal charges, and arrests, in school-related incidents. This data will include whether the contact was a general law enforcement referral, a police call, a criminal charge, or an arrest; the referral source (i.e., administrator, staff member, student, etc.); whether the student was charged with a crime; the category of the crime charged, as applicable; and student demographic information for both suspect and victim data. This data will be compiled in a statistical report format and provided to the School District on a monthly basis. The SRO and the School District will review this information and assess whether the parties are meeting the quantitative outcomes of success identified by the parties.
19. The SRO shall not act as a school disciplinarian. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO, in collaboration with the School District, shall determine whether law enforcement action is appropriate.
20. The SRO will work in the issued "soft uniform" attire when on duty as an SRO.

21. The SRO, as well as other members of the Police Department involved in the SRO program, shall work with the School District to receive ongoing training regarding the following topics: restorative disciplinary practices, intercultural development inventory and continuum, de-escalation strategies (Crisis Prevention Intervention), trauma-informed care, and other topics as mutually agreed upon.
22. The SRO shall perform other duties as mutually agreed upon by the superintendent or its designee, and the SRO supervisor, provided, however, the performance of such duties is reasonably related to the SRO Program as described in the Agreement and is consistent with the federal and state law, Police Department rules and regulations, and School District policies, rules, and regulations. The City, acting through the Police Department, shall meet with designated School personnel to resolve any and all questions arising under this paragraph.

Article IV

Duties of the School District

- A. The School District shall provide to the full time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
 1. Access to an air-conditioned and properly lighted office, equipped with a telephone that maybe used for general business purposes.
 2. A desk with drawers, a chair, and office supplies.
 3. Access to a computer.
- B. The School District shall provide the SRO with guidance regarding the delivery of classroom instruction by the SRO.
- C. The School District will not involve the SRO in enforcing school rules and/or issuing school-level discipline.
- D. The superintendent or its designee or the principal may request the SRO take appropriate law enforcement action against intruders and unwanted guests who may appear at the School and related school functions, or in response to any other situation that appears to be a violation of criminal law or a threat to public safety. Whether to take such action, and what that action may be, if any, will be determined by the SRO, in collaboration with the School District.
- E. The School District will notify all students in buildings with SROs of a student's right when interacting with the SRO and law enforcement generally. The School District will prepare materials to provide to students and will ask the Police Department to review and provide feedback on these materials.
- F. The School District shall work with the Police Department and SROs to ensure all SROs receive ongoing training regarding the following topics: restorative disciplinary practices, intercultural development inventory and continuum, de-escalation strategies (Crisis Prevention Intervention), trauma-informed care, and other topics as mutually agreed upon.
- G. The School District will be responsible for any collection of perception data from parents, students, and staff.

- H. The School District will be responsible for contacting the Police Department SROs to coordinate a scheduled pickup of abandoned student medicine at each school by June 30th of each year. The Police Department will handle the proper disposal of the medicines. City of Hiawatha elementary schools will need to be addressed by the Hiawatha Police.
- I. Upon termination of this Agreement, the School District shall retain all desks, chairs, tables, phones, and all other School District property.

Article V

Financing the School Resource Office Program

The cost of each SRO position is calculated at \$139,279.00 for FY 2023 annually. There are seven (7) positions to be funded over the term of the Agreement, for a total of 974,953.00. The term of the Agreement is twelve (12) months beginning on July 1, 2022 and ending on June 30, 2023. The School District shall be responsible for and shall reimburse the City fifty percent (50%) of the total cost for all SRO positions, which calculates to \$487,476.50. The City of Cedar Rapids will invoice the School District monthly for these costs.

The School District and the City shall each maintain, within their own budgets, the appropriate allocation(s) for their respective financial obligations under this Agreement.

Article VI

Employment Status of the School Resource Officer

The SRO shall be at all times an employee of the City. The SRO shall not be an employee or agent of the School District. The School District and City acknowledge that the SRO is a police officer who shall endeavor to uphold the law under the direct supervision and control of the Police Department. The SRO shall remain responsive to the chain of command of the Police Department.

The City shall provide all required employee benefits, withhold income tax and social security tax and shall provide for the benefits required by Iowa Code Chapter 411 for each SRO.

Nothing herein shall be construed as giving the School District the right to control the professional judgment or actions of the SRO.

Article VII

Assignment of School Resource Officer

The Police Department and the School District administration shall jointly select an individual(s) to recommend to the School Board from a list of interested and appropriately trained and qualified officers. The School District shall have the right to not accept the recommendation of an assignment of an officer; however, the School District shall not unreasonably exercise this right and will only do so after meeting with the officer's supervisor to discuss the School District's concerns regarding that officer. The Police Department will make the final assignment to the position(s) of SRO subject to the approval of the School Board.

Article VIII

Replacement of School Resource Officer

- A. In the event that the principal of the School where the SRO is assigned has reason to believe the SRO assigned to the School is not effectively performing his/her duties and responsibilities, the principal shall contact the SRO's

supervisor. If the problem is not resolved in a reasonable amount of time, the principal shall recommend to the superintendent of the School District or its designee that the SRO be removed from the program at his/her school, and shall state the reasons therefor in writing. Within a reasonable amount time after receiving the recommendation from the principal, the superintendent, or its designee, shall advise the SRO supervisor and the Chief of Police of the principal's request. If the Chief of Police so desires, he or a designee, along with a representative of the School District, shall meet with the SRO to try to mediate and/or resolve any problems, which may exist. If, within a reasonable amount of time, the problem cannot be resolved, the SRO shall be reassigned, and a replacement shall be obtained.

- B. The Chief of Police may reassign an SRO based upon department rules, regulation and/or operations orders and when it is in the best interest of the citizens of the City of Cedar Rapids.
- C. In the event of the resignation or reassignment of the SRO, or in the case of long term absences by a SRO, the Chief of Police, in consultation with the superintendent or its designee, shall provide a temporary replacement for the SRO within one (1) school day of receiving notice of such absence, resignation or reassignment. As soon as practical a permanent replacement will be recommended.

Article IX

Each Party Responsible for Their Own Acts

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself and its employees. Each party shall be responsible for its own negligence and that of its officers and employees. Neither party shall indemnify nor hold the other party harmless. Neither party will insure the actions of the other.

Article X

Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days written notice. In the event this Agreement is terminated, compensation shall be made to the City for all services performed to the date of termination, to the extent specified in Article IV.

Article XI

Good Faith

The School District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the School District and the City, or their designees.

Article XII

Modification

This Agreement may only be modified by joint written agreement, signed by both parties.

Article XIII

Notices

Any written notices as required in this Agreement shall be sent to the addresses of the respective parties as set out in this Agreement.

If intended for School District, notices shall be delivered to:

Cedar Rapids Community School District
Superintendent
2500 Edgewood Road NW
Cedar Rapids, IA 52405

If intended for the City, notices shall be delivered to:

Police Chief
City of Cedar Rapids
505 1st Street SW
Cedar Rapids, IA 52404

Article XIV

Agreement Constitutes Full Understanding and Final Written Expression

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties.

Further, this Agreement constitutes a final written expression of all of these terms of this Agreement and is a complete and exclusive statement of those terms.

Article XV

Additional Provisions (Iowa Code §28E.6)

In accordance with Iowa Code Chapter 28E, the School District and the City further state:

- A. There shall be no separate legal entity to conduct the joint or cooperative undertaking contemplated by this Agreement. The City, acting through the Police Department, shall act as administrator for purposes of Iowa Code Chapter 28E.
- B. No real or personal property shall be acquired or held jointly in the execution of this Agreement or the conduct of the SRO Program contemplated hereby. Rather, the School District and the City shall each acquire, hold, and dispose of all real and personal property as elsewhere provided in this Agreement.
- C. Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State, in

an electronic format and in a manner specified by the secretary of state.

Article XVI

No Third-party Beneficiaries

This Agreement is by and between the parties only. There are no third-party beneficiaries to this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

**THE SCHOOL BOARD OF
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

By: _____
President,
Cedar Rapids Community
School District, School Board

By: _____
Superintendent,
Cedar Rapids Community
School District

Date: _____

Date: _____

CITY OF CEDAR RAPIDS

By: _____
City Manager,
Jeff Pomeranz

Attest: _____
Alissa J. Van Sloten
City Clerk

Date: _____

Date: _____



SCHOOL BOARD CALENDAR

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

2022- JUNE

Monday	Jun 13	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2022- JULY

Monday	Jul 11	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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2022- AUGUST

Monday	Aug 8	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Aug 22	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Tuesday	Aug 23		First Day of Classes Early Dismissal	CRCSD
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2022- SEPTEMBER

Monday	Sep 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Sep 26	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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2022- OCTOBER

Monday	Oct 10	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
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Monday	Oct 24	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW
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ADJOURNMENT – President David Tominsky

Board Meeting: Monday, June 13, 2022