Revised: 02-06-2021

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING

https://www.youtube.com/EngageCRschools/
Once in YouTube, click the appropriate LIVE video for audio access to the meeting. Public Hearing Participation is available by preregistering @ BOE 2.8.2021 by 12:00 PM on February 8, 2021.

Monday, February 8, 2021 @ 5:30 PM

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Cedar Rapids Community School District
Every Learner: Future Ready

A G E N D A

CALL TO ORDER – President Nancy Humbles

APPROVAL OF AGENDA – President Nancy Humbles

"I move that the ***revised*** agenda of Monday, February 8, 2021 Board of Education Meeting be approved as set forth, and that each item is considered ready for discussion and/or action."

MOTION/2ND/ROLL CALL

PUBLIC HEARING

BA-21-219 Public Hearing – Taylor Elementary School - Roof Top Unit Replacement Project (Tammy Carter)

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 February 8, 2021, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Taylor Elementary School Roof Top Unit Replacement 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-21-220 Public Hearing – Hiawatha Elementary School - Roof Improvement Project - Bid Package 2 (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 February 8, 2021, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Hiawatha Elementary School--Roof Improvement Project—Bid Package 2.

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-21-221 Public Hearing – Polk AEC - Fire Alarm Replacement 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 February 8, 2021, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Polk AEC Fire Alarm Replacement 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-21-222 Public Hearing – Washington High School - Masonry Repairs 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 February 8, 2021, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for Washington High School Masonry Repairs 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-21-223 Public Hearing – New Elementary School & Kitchen Equipment – Jackson Elementary School Site Project (David Nicholson/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 February 8, 2021, for the purpose of receiving any objections to the adoption of prepared drawings, specifications, form of contract, and total estimated cost for New Elementary at Jackson Elementary School Site 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)~~

~~**COMMUNICATIONS, DELEGATIONS, AND PETITIONS** (President Nancy Humbles)~~

CONSENT AGENDA

BA-21-000/11 Minutes – Regular Meeting/Work Session on Monday, January 25, 2021 (Laurel Day)

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

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Regular Meeting/Work Session held on Monday, January 25, 2021.

CONSENT AGENDA

BA-21-008/09 Open Enrollment – Denial 2020-2021 School Year (John Rice)

Exhibit: BA-21-008/09.1

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 2020-2021 School Year.

OPEN ENROLLMENT DENIALS
2020-2021 SCHOOL YEAR

EXIT Denial

Parent	Student	Grade	Resident District	Requested District
M. & C. Willett	E. Willett	5	Cedar Rapids Community School District	Linn Mar Community School District

Reason: Application filed late

TOTALS: 1 Linn Mar

CONSENT AGENDA

BA-21-009/10 Personnel Report (Linda Noggle)

Exhibit: BA-21-009/10.1-5

Action Item Roll Call

Recommendation:

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

APPOINTMENTS - SALARIED STAFF

Name	Salary Placement	Assignment	Effective Date
Whitney-Kearns, Erica	$10,552.50	Social Studies (0.175 FTE) Jefferson	2/1/2021

RESIGNATIONS - SALARIED STAFF

Name	Reason	Assignment	Effective Date
Cloe, Chelsey	Personal	Induction Coach ELSC	2/26/2021
Crowe, Amanda	Personal	World Language Kennedy	End of 2020-2021 School Year
Gaffey, Mitchell	Personal	Baseball Asst. Kennedy	1/26/2021
Kitt, Jessica	Personal	Behavior Disorder Madison	End of 2020-2021 School Year
Weeces, Aarran	Personal	Softball Asst. Jefferson	1/20/2021
Young, Brianna	Personal	Magnet Coordinator/Facilitator Roosevelt MS Volleyball Roosevelt WM Track MS Roosevelt	1/26/2021

RETIREMENT - SALARIED STAFF

Name	Assignment	Effective Date
Blanchard, Dean	Counselor Washington	6/30/2021
Day, Thomas	Manager ELSC	6/30/2021
Evan-Schwartz, Christine	Metro Day Care Metro	6/30/2021

Feldman, David	Behavior Disorder Polk	End of 2020-2021 School Year
Fritz, Michael	4th Grade Jackson	End of 2020-2021 School Year
Girdner, Carmen	2nd Grade Arthur	End of 2020-2021 School Year
Ketelsen, Suzan	Manager ELSC	6/30/2021
Lynch, Candace	Principal Johnson	6/30/2021
Miller, James	Instrumental Music Washington	End of 2020-2021 School Year
Parrish, Christopher	Science Washington	6/30/2021
Polglaze, Pamela	Multicategorical Coolidge	End of 2020-2021 School Year
Purdy, Mary	Title I Grant	End of 2020-2021 School Year
Roberts Rathje, Mary	World Language Jefferson	6/30/2021
Ruchotzke, Vera	Mild ID Kennedy	End of 2020-2021 School Year
Rumelhart, Susan	Nurse ELSC	End of 2020-2021 School Year

Siebenga, Deborah	PACT Franklin	End of 2020-2021 School Year
Simons, Larry	Counselor Washington	6/30/2021
Suszko, Lisa	Severe Disabilities Truman	End of 2020-2021 School Year
Waldschmidt, Marianella	Language Arts Kennedy	6/30/2021

APPOINTMENTS - HOURLY STAFF

Name	Salary Placement	Assignment	Effective Date
Angell, Brenda	$12.24	Food Service Asst. Roosevelt	1/27/2021
Bartolotta, Josephine	$16.75	Custodian II Floater ELSC	1/25/2021
Brown, Shelly	$12.24	Food Service Asst. Harrison	1/27/2021
Higgs, Tyahanna	$15.03	Secondary Cook McKinley	1/27/2021
Hynek, Dalton	$12.20	Paraprofessional Kenwood	1/25/2021
Kesselring, Piper	$12.20	Paraprofessional Cleveland	2/1/2021
Koering, Laura	$12.24	Food Service Asst. Taylor	1/27/2021
Smith, Kate	$15.03	Secondary Cook Harding	1/27/2021
Trumblee, Debra	$14.18	Bus Attendant ELSC	2/1/2021

Yandja, Guyeb	$12.24	Food Service Asst. Roosevelt	2/1/2021

CHANGE OF GRADE / POSITION - HOURLY STAFF

Name	Salary Placement	Assignment	Effective Date
Herb, Sondra	$12.24	Food Service Asst. Harrison	2/1/2021
Lizardo-Pina, Irving	$18.08	Custodian II Roosevelt	1/25/2021

RESIGNATIONS - HOURLY STAFF

Name	Reason	Assignment	Effective Date
Angell, Samuel	Personal	Paraprofessional Washington	1/18/2021
Dill, Jerry	Personal	Bus Driver ELSC	1/20/2021
Huenefeld, Hailie	Personal	Child Care Professional Collins Aerospace	2/9/2021
Jordan, Nashayna	Personal	Paraprofessional Polk	2/1/2021
Kelsey, Michael	Personal	Custodian II Floater ELSC	1/15/2021
Lathrop, Sarah	Personal	Custodian II Floater Viola Gibson	2/5/2021
Leehey, Brittney	Personal	Child Care Professional Collins Aerospace	1/20/2021
McCormick, Susan	Personal	Paraprofessional Roosevelt	1/27/2021
McHenry, Rebekah	Personal	Behavior Technician Viola Gibson Webmaster Viola Gibson	2/5/2021

Sauer, Diana	Personal	Paraprofessional Truman	1/29/2021
Shmaisi, Abdul	Personal	Food Service Asst. McKinley	1/11/2021

RETIREMENTS - HOURLY STAFF

Name	Assignment	Effective Date
Carpenter, Kathryn	Health Secretary Jefferson	End of 2020-2021 School Year
Chandler, Kristin	Paraprofessional Kennedy	End of 2020-2021 School Year
Reedich, Teresa	Paraprofessional Taylor	End of 2020-2021 School Year
Rodriguez, Angela	Elementary Manager Taylor	4/30/2021
Ruhd, Karen	Routing Secretary ELSC	6/30/2021
Weldon, Cheryl	Food Service Asst. Kennedy	2/2/2021
Zearley, Cynthia	Principal's Secretary Taft	6/30/2021

DEATH - HOURLY STAFF

Name	Assignment	Effective Date
Pilarczyk, Sherry	Principal’s Secretary Harrison	1/18/2021

CONSENT AGENDA

BA-21-012/03 Policy Manual – Approval - Policy 300 *"Administration"* **(Noreen Bush/Laurel Day)**

Exhibit: BA-21-012/03.1

Action Item

Pertinent Fact(s):

1. The Board of Education reviews all policies, regulations, and procedures at least once every five years.

2. Board approval is required for all policies. The agenda item includes a policy that was presented to the Board at a prior meeting. Administrative regulations and procedures do not require Board approval.

Recommendation:

It is recommended that the Board of Education approve Policy 300 *"Administration"* of the District Policy Manual as recommended by the Superintendent.

Reviewed/No Recommended Revisions Policy 300

ADMINISTRATION

Administrators have the responsibility to provide educational leadership, to manage the day-to-day school and departmental operations, and to carry-out the District vision, mission and goals. Administrators are guided by the needs of the students, the school community, Board policies, and local, State, and Federal laws.

It is the responsibility of the administrators to implement and enforce the policies of the Board, to oversee employees, to monitor educational issues confronting the school district, and to inform the Superintendent/designee about District operations.

Successful administration is best attained through collaboration which contributes to sound management decisions and a healthy, productive organization. It facilitates communication, encourages the input and utilization of varied expertise, reinforces productive behavior, reduces the amount of counterproductive behavior, and inspires greater commitment to the organization.

To accomplish its purpose, administration must be guided by sound management principles, which include the following:

- The vision, mission, and goals of the District should be clearly understood.
- All administrators should know what their responsibilities are and to whom they are responsible.
- When a responsibility is delegated, the necessary authority should be provided to carry out responsibility.
- Individuals should be held accountable for the execution of responsibilities delegated to them.
- Decisions to resolve issues and problems should be made as close to the source of the issue or problem as possible.
- Staff members to be affected by decisions should be involved in the decision-making process whenever feasible.
- Administrators should be allowed to function within a climate that fosters candor, mutual respect and creativity, and in a framework that provides each individual with a feeling of security.
- Appropriate channels of communication should be provided to facilitate the resolution of problems and to encourage the sharing of ideas and collaborative behavior.

Approved: 11-27-78
Reviewed: 03-13-89
Revised: 08-24-92
03-11-96
10-26-98
Reviewed: 05-27-03
08-08-05
Revised: 06-28-10
05-09-16

CONSENT AGENDA

BA-21-224 **Memorandum of Understanding – Cedar Rapids Community School District and Verizon Innovative Learning System – 2021-2023 School Years (Craig Barnum)**

Exhibit: BA-21-224.1-20

Action Item

Pertinent Fact(s):

The Memorandum of Understanding is a requirement for the Digital Promise Grant. The Grant will give students without internet access that attend Wilson Middle School and Metro High School an internet hotspot for the next two years. The Grant also provides funds for both schools to provide additional digital literacy professional development for teachers. Wilson and Metro were the only two buildings that qualified for the Grant's requirements.

Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding between the Cedar Rapids Community School District and Verizon Innovative Learning System – 2021-2023 School Years.

Digital Promise Global - Cedar Rapids Community Schools
Memorandum of Understanding

Memorandum of Understanding

Between

Digital Promise Global

And

Cedar Rapids Community Schools

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Digital Promise Global ("Digital Promise") and Cedar Rapids Community Schools to create innovative learning environments and document the Project so others can learn from the experiences of Metro High School and Wilson Middle School ("the Project").

Background

The Verizon Innovative Learning Schools program (the Program) is part of a grant given to Digital Promise by the Verizon Corporate Resource Group LLC ("VCRG") and Cellco Partnership d/b/a Verizon Wireless ("VZW"), both having their principal office at One Verizon Way, Basking Ridge, New Jersey 07920. Digital Promise, with support from VCRG and VZW, is partnering with a number of U.S. middle schools to create innovative learning environments and document the process so others can learn from the experiences of these schools.

In all cases, District may be inferred to mean Charter School Network.

Purpose

This MOU provides an outline of how Digital Promise and Cedar Rapids Community Schools will work together to create innovative learning environments and document the Program.

Digital Promise will provide:

- A mobile hotspot device for each student with demonstrated need for reliable, high speed internet access during the two years of the Project. Each device will be equipped with a monthly data plan of 30 GB for access to education resources on the Internet when the user is away from school. Increases in student enrollment will be supported by additional devices.
- Financial support for a VILS Liaison who will provide instructional coaching to teachers ($5,000 for schools with 50 or fewer teachers per year, $8,500 for schools with 51+ per year)
- Virtual professional learning opportunities for all teachers involved in the Project

Cedar Rapids Community Schools will provide Points of Contact who will serve the following roles, and who will participate in regular meetings with Digital Promise and Verizon Corporate Resource Group LLC, including:

The Principal Lead is a school-based administrator (preferably principal or assistant principal) who will be a primary point of contact for school communication with Digital Promise and Verizon Corporate Resource Group LLC. This person should work closely with the District IT Lead and school Liaison to align District and school goals with professional learning and ensure systems are in place for teachers to participate in professional learning and for teachers and students to effectively leverage technology. Key responsibilities:

- Communicate how the Program aligns with and supports school goals
- Identify and support school-based Liaison
- Clarify and support expectations for Liaison and Teachers
- Ensure at least 30% of faculty submits at least 1 Digital Promise VILS microcredential each semester
- Communicate with parents and community about school's role within the Program

- Work with District leadership and IT to ensure devices are managed effectively and repaired or replaced promptly. Communicate process to families
- Create a resource procurement process for teachers

A Liaison assigned to each VIL school and assigned specifically to the outcomes of this Program. The Liaison is a school-based point of contact for the Program. Their primary role is to support professional learning for all teachers participating in the program. It is strongly preferred that this role be filled by an individual who has prior instructional coaching experience. If a prospective VILS Liaison does not have prior coaching experience, they have the option of participating in a VILS coaching pathway.

Key responsibilities:

- Works closely with district and school leadership to ensure school meets all Program objectives.
- Manages the hotspots inventory, including oversight of any issues related to distribution, tracking, return, and replacement of any damaged or missing hotspots.
- Supports teachers in professional learning, and ensures that the school achieves its target of at least 30% of teachers submitting at least 1 micro-credential each semester.
- Participates in the professional learning aligned to micro-credentials and other professional learning opportunities alongside teaching staff.
- Documents the Program's impact on students, teachers, and school culture, and shares key milestones with VILS, reporting on successes and accomplishments as well as any challenges.
- Participates in quarterly Program webinars.
- Works closely with the School-based IT Lead to manage any technical issues that may arise with hotspots.

The District IT Lead is a district-level employee who will be the primary point of contact with Digital Promise and Verizon for the management of hotspots and any technology issues that may arise. This person should be able to set up, filter, and manage all hotspots in the program, while working closely with the School IT Lead at each school to resolve incidents and create support structures at the school level.
Key responsibilities:

- Serve as Point of Contact for escalation related to IT
- Create and track inventory of all hotspots, including implementing a system for asset tags.
- Implement a filtering solution to ensure that all content accessed through the hotspots is filtered.
- Work with district leadership and IT to ensure hotspots are managed effectively and repaired or replaced promptly if damaged or lost.
- Create support structures for schools to ensure timely and effective support for device or technology incidents.
- Work with District/school leadership to communicate support structures and all IT processes clearly to all staff.
- Track and analyze device inventory and incidents and report them twice per year to Digital Promise and Verizon Corporate Resource Group LLC.
- Participate in quarterly VILS Connect IT webinars.

If there are changes to these roles, the district is responsible for notifying Digital Promise in writing via email to vils@digitalpromise.org within one week of the change. The district is responsible for orienting the new employee in their role within the Program. This person also must meet with their designated VILS professional learning team member and VILS Technical Project Director within 4 weeks of assuming their new role for an onboarding session.

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

Key Responsibilities

Cedar Rapids Community Schools also agrees to fulfill the following:

- All schools in the Program are currently 1:1 with all students taking devices home daily.
- Filtering and technical support for the deployment of all Program devices, including asset tags to assist in tracking and identifying devices without revealing any personally identifiable student information to Digital Promise or any of the Verizon entities. (District may incur costs associated with this.) District is responsible for ensuring that lost / stolen devices are immediately reported so the data plans can be immediately disabled. District is responsible for replacing all lost / stolen devices without requiring families take on burden of full replacement cost.
- The number of students who need hotspot devices will be determined through a District approved process for demonstrating need.
- District is responsible for repair and replacement of hotspot devices. District shall update inventory for devices provided to replace non-repairable devices, and notify Digital Promise for data plan transfers.
- For lost or stolen devices, District shall be responsible for providing replacement hot spot devices with the same connectivity capabilities as those lost or stolen (e.g., LTE connectivity in the case of lost or stolen LTE devices). District shall ensure that replacement devices are properly deployed, and notify Digital Promise for data plan transfers.
- Implementation of an overall strategy that includes appropriate school and District policies and practices associated with Internet filtering, student privacy and data security and the development of digital responsibility among all Project device users. Filtering should strictly adhere to all requirements set forth by legal policies such as COPPA, CIPA, and FERPA.
- An End User Agreement signed by all District employees and a parent/guardian of all students upon receipt of a Program device. Digital Promise will provide the forms, found in Exhibits B and C of this document. The District will collect and store agreements in paper or digital format for as long as the user is in the Project, and schools shall retrieve these agreements upon request by Digital Promise.
- An IT Support Plan that outlines handling IT issues both at school and District levels.
- Assistance to Digital Promise in documenting the planning and implementation process throughout the Project, as well as collecting and disseminating best practices that come out of the Project.
- All educators at each school are able to participate in virtual, VILS professional learning. Each semester at least 30% of teachers expected to submit for at least 1 VILS micro-credential
- VILS Program district and School leads will participate in at least quarterly Webinars / Virtual conferences focused on advancing the Program goals, and will be responsive to requests to check-in on program implementation monthly.
- School leaders must develop a plan to impact all students in the building through teacher training

Marketing and Publicity

District agrees to participate in marketing and publicity efforts as directed by the Verizon Corporate Resource Group LLC and Digital Promise. (Branding, press releases, inviting press and local officials to Project-related events). District agrees to display signage provided by the Verizon Corporate Resource Group LLC and Digital Promise.

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

Compliance with Applicable Laws

The District will comply with all applicable laws, including Federal, state, District, and local laws, regulations, and policies governing student privacy.

Terms

VCRG and VZW have reserved the right to terminate the grant to Digital Promise for any reason, end all services connected to the grant, and require the return of all devices distributed through the grant. Therefore, Digital Promise reserves the right to terminate this agreement for any reason, end all services connected to the agreement, and require that all devices distributed through the agreement be returned to Digital Promise.

The District will manage the distribution of devices in such a way that Digital Promise may inform the District of any misuse of the devices identified by the Verizon Corporate Resource Group LLC without Digital Promise having access to personally identifiable information. In the event of any misuse of devices, the District will take such actions as Digital Promise may require to cure any such misuse.

The District will assist Digital Promise and the Verizon Corporate Resource Group LLC in securing media releases. Parents of students or students who are 18 or older may opt out of image use, thereby refusing the release of photographs and video/audio recordings made during school hours, school events, and other similar activities. If students or parents of students have opted out then these students' likenesses and voices may not be used in any photographic or audio storytelling done as part of the Program and the District will help manage this process.

Exhibit D – Device and Service Program Guidelines provides a description of guidelines for the Program.

At the end of the two-year Program, the Verizon Corporate Resource Group LLC will discontinue wireless service to the devices.

Funding

The hotspots will ship to the address provided by the school District.

Digital Promise will provide $10,000 ($5,000 per school) funding to support the school liaison position for each participating school within forty-five days of receiving the fully executed MOU in year 1 (2021) and after April 15, 2022. Funding will be made to the school District for appropriate distribution. Digital Promise may, at its discretion, provide funding to Districts to support travel for coaches and teachers to convene at Program events. Digital Promise will provide travel and expenses for any required convenings for coaches or other District staff or school faculty.

Escalation and Extension

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

Should the District or School not fulfil the expectations of the Program, an escalation process will be followed.

- District or School will be informed of issue. District will be notified of any School-specific issues.
- District or School will have 30 days to resolve issue and communicate resolution to Digital Promise.
- Any issues not resolved within 30 days may result in termination of data services, funding, and/or professional learning support.

Examples of issues that may result in reporting and escalation include but are not limited to the following:

- Liaison not available to fulfill requirements of their role
- Minimum of 30% of teachers not submitting at least 1 micro-credentials
- Devices not repaired or replaced in a timely manner
- Not providing adequate time for teachers to engage in professional learning

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from Digital Promise and Cedar Rapids Community Schools. This MOU shall become effective upon signature by the authorized officials from Digital Promise and Cedar Rapids Community Schools and will remain in effect until modified by mutual consent or terminated by any one of the partners. In the absence of mutual agreement by the authorized officials from Digital Promise and Cedar Rapids Community Schools this MOU shall end on July 30, 2023.

Non-compliance with this MOU may result in termination of data services, funding, and/or professional learning support.

Exhibits

This document includes the following exhibits:
Exhibit A – Verizon Wireless Philanthropic Device Plan
Exhibit B – End User Agreement
Exhibit C – End User Agreement for a Minor (this form is in development)
Exhibit D – Device and Service Program Guidelines

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

Contact Information

Digital Promise Global
Kathryn Petrillo-Smith
Chief Operating Officer
1001 Connecticut Avenue, NW, Suite 935
Washington, DC 20036
703-861-1556
operations@digitalpromise.org

Cedar Rapids Community Schools
<Authorized Signer's Name>
<Title>
<Address>
<Phone Number>
<Email>
<District Federal EIN>

Signature: _____ Date: _____

Kathryn Petrillo-Smith
Digital Promise
Chief Operating Officer

Signature: _____ Date: _____

<Name>
Cedar Rapids Community Schools
<Title>

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

The following people have read this MOU and agree to fulfill their responsibilities outlined in it associated with their roles.

1. IT Lead (Point of Contact)
2. Principals

Signature: _____ Date: _____
Jeff Lucas, VILS IT Lead
Cedar Rapids Community Schools
Technology Manager

Signature: _____ Date: _____
Dan Devore, Principal
Cedar Rapids Community Schools
Principal, Metro High School

Signature: _____ Date: _____
Mike Waters, Principal
Cedar Rapids Community Schools
Principal, Wilson Middle School

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

Exhibit A

Monthly Access Fee	$0.00
Monthly Data Allowance	Unlimited*

Notes: This plan is available for Tablets, Mifis, Jetpacks or other devices that can be connected to the Verizon Wireless network. Coverage not available everywhere. 4G service requires 4G equipment and 4G coverage. Current coverage details can be found at www.verizonwireless.com. Verizon Corporate Resource Group LLC may choose to make 5G service available hereunder in its sole discretion. Any 5G service made available hereunder requires 5G equipment and 5G coverage. **Data Services:** *If an End User use more than 30 GB of data in any given month, Verizon Wireless reserves the right to limit the data throughput speed of additional data usage to the then-current 3G or 1x speeds during that given month and/or to suspend service without notice. Unless expressly permitted by Verizon, Mobile Hotspot/Mobile Broadband Connect services are not available on this Plan. Many services and applications offered through your device may be provided by third parties. Before you use, link to or download a service provided by a third party, or an application such as a non–Verizon Wireless location-based GPS-type service, chat room, marketplace or social network from your device, you should review the terms of such service or application and applicable privacy policy. Personal information you submit may be read, collected or used by the service or application provider and/or other users of forums. Verizon Wireless is not responsible for any information, content or services you access, download or use. You are responsible for maintaining virus and other Internet security protections when accessing service. For additional information, visit the Verizon Content Policy at https://www.verizon.com/about/our-compnay/company-policies . We are implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While we invest much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please visit https://www.verizonwireless.com/suppport/other-wireless-topics/ . Data Services: Permitted Uses. You can use our Data Services for accessing the Internet and for such things as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio and video; and (v) Voice over Internet Protocol (VoIP). Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service; that violates trade and economic sanctions and prohibitions as promulgated by the departments of Commerce, Treasury or any other U.S. government agency; that interferes with the network's ability to fairly allocate capacity among users or that otherwise degrades service quality for other users; or for uploading, downloading or streaming of games. Examples of prohibited usage

include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable “bots” or similar routines (as set forth in more detail in (ii) below) or otherwise degrade network capacity or functionality; (ii) “auto-responders,” “cancel-bots,” or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others; (iii) generating “spam” or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless’ services or the Internet-based resources of others, including the generation or dissemination of viruses, malware or “denial of service” attacks; (v) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Verizon Wireless’ or another entity’s network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer’s connection would otherwise be idle, or “keep alive” functions, unless they adhere to Verizon Wireless’ requirements for usage, which may be changed from time to time. We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Data Services in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers’ compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]

Exhibit B
END USER PARTICIPATION AGREEMENT

This END USER PARTICIPATION AGREEMENT (this "Agreement"), effective as of the date executed below ("Effective Date"), is entered into by and between **Digital Promise** (the "Grantee") and _____ (the "End User" or "you" or "Your") collectively referred to herein as the "Parties."

By your signature, you acknowledge and agree to the following:

PURPOSE

1. You will receive a wireless device and service at no charge in order to facilitate your participation in the Verizon Innovative Learning Schools program. The wireless device has been donated by Digital Promise and service has been donated by Verizon Wireless and are provided to you by the Grantee under the terms and conditions of this Agreement. This Agreement may be terminated at any time by Verizon Wireless or Digital Promise for any reason. The term of this Agreement shall be from the date of execution by you until you are no longer an active participant in the program.

WIRELESS DEVICE AND SERVICE

2. The wireless device is intended for your use alone, solely for purposes of the program, and it cannot be sold or transferred to any other person or entity. Verizon Wireless will provide voice and/or data service solely to facilitate your participation in the program; however, if you have excessive usage, make international calls/text messages with your wireless device, stream games, or stream audio/video other than in connection with the program, your service may be limited, slowed or terminated without notice. At the end of your participation in the study, Verizon Wireless will discontinue wireless service to the device and you agree to return the device to Grantee.

TREATMENT OF INFORMATION ASSOCIATED WITH USE OF THE DEVICE AND SERVICE

3. Information about your use of the wireless device and service, including, but not limited to, details of when you used data services or placed calls and to whom, is information of the Grantee, as the customer of record for the device and service. Therefore, this information may be accessed by and shared with Grantee, and those parties to whom Grantee authorizes, including the Verizon Corporate Resource Group LLC ("VCRG"). No personally identifiable information or content will be accessible by VCRG.

FAILURE AND/OR DISRUPTION OF SERVICES

4. Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") or its vendors and suppliers shall have no liability whatsoever for End User's losses, claims or damages for any cause whatsoever, including direct, indirect, special, consequential, treble or punitive damages, or for limitations in service, including but not limited to, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise. This limitation includes losses, damages, claims or expenses of any kind arising out of the use or attempted use of the services, or inability to access life support or monitoring systems or devices, 911 or E911 or other emergency call or service. You shall not be deemed a third-party beneficiary of any contract between the Grantee and Verizon Wireless.

ARBITRATION

5. **END USER AGREES THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:**

(i) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR TO ANY DEVICE OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER WIRELESS INDUSTRY ARBITRATION ("WIA") RULES, AS MODIFIED BY THIS AGREEMENT. WIA RULES AND FEE INFORMATION ARE AVAILABLE FROM THE AAA at www.adr.org. **ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING.** THIS ARBITRATION CLAUSE SHALL APPLY TO ANY CLAIMS THAT END USER MIGHT SEEK TO ASSERT AGAINST GRANTEE OR VERIZON WIRELESS AND TO ANY CLAIMS THAT GRANTEE OR VERIZON WIRELESS MIGHT SEEK TO ASSERT AGAINST END USER. VERIZON WIRELESS IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT FOR SUCH PURPOSE.

(ii) The Federal Arbitration Act applies to this Agreement. **EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, END USER WAIVES ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST GRANTEE OR VERIZON WIRELESS, OR ANY OF THEIR AFFILIATES** OR **PREDECESSORS IN INTEREST.** If multiple claims are joined in one action, some of which would not be subject to arbitration, the latter claims must be stayed until any claims in that action that are subject to arbitration have been resolved. If claims are asserted against multiple parties, some of whom are not required to arbitrate, the claims subject to arbitration must be severed; However, End User retains his/her right to file a complaint with any regulatory agency or commission.

(iii) No arbitrator has authority to award relief in excess of what this Agreement provides, or to order consolidation or class arbitration, except that an arbitrator deciding a claim arising out of or relating to a prior agreement may grant as much substantive relief on a non-class basis as such prior agreement would permit. In all arbitrations, the arbitrator must give effect to applicable statutes of limitations and will decide whether an issue is arbitrable or not. In a Large/Complex Case arbitration, the arbitrators must also apply the Federal Rules of Evidence and the losing party may have the award reviewed by a review panel consisting of three (3) arbitrators.

Individual (End User):	**Digital Promise (Grantee):**
Sign Here:	Sign Here:
Print Name:	Print Name:
Address:	Address:
Date:	Date:

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

Please initial each line below to confirm your understanding and agreement:

Initial	
	I understand that I need to monitor my data usage so that it does not exceed 30 GB per month and that I may not stream audio or video except in connection with the program, and that I may not stream games.
	I agree not to allow any other devices to access the device's personal hotspot.
	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by Verizon.
	I agree to use my assigned device only within the 50 states of the United States of America.
	If my assigned wireless device is lost or stolen, I agree to report it immediately to the school VILS Liaison or principal who will then notify Digital Promise.
	I understand that if my device becomes inoperable due to a manufacturer's defect, I will return the device to the school and exchange it for an operating device. I understand that if I receive a device and it is lost, stolen or damaged, I may have limited use of the device in accordance with school procedures.
	I understand that Verizon Wireless or VCRG can suspend or terminate service at any time, without notice.

I understand if I violate any of these terms, I may be removed from the program and must return my assigned wireless device to the School Principal who will return it to the District Lead.

_____ _____

End User Date

Student Name: _____

Exhibit C
MINOR STUDENT END USER PARTICIPATION AGREEMENT

This MINOR PARTICIPANT END USER PARTICIPATION AGREEMENT (this "Agreement"), effective as of the date executed below ("Effective Date"), is entered into by and between **Digital Promise** (the "Grantee") and _____ (the parent or guardian of the minor participating in the Verizon Innovative Learning Schools program (the "Minor Participant"), who shall be referred to as the "End User" or "you" or "Your") collectively referred to herein as the "Parties."

By your signature, you acknowledge and agree to the following:

PURPOSE

1. Minor Participant will receive a wireless device and service at no charge in order to facilitate participation in the Verizon Innovative Learning Schools program. The wireless device has been donated by Digital Promise and service has been donated by Verizon Wireless and are provided to you by the Grantee under the terms and conditions of this Agreement. This Agreement may be terminated at any time by Verizon Wireless or Digital Promise for any reason. The term of this Agreement shall be from the date of execution by parent/guardian until Minor Participant is no longer an active participant in the program.

WIRELESS DEVICE AND SERVICE

2. The wireless device is intended for Minor Participant's use alone, solely for purposes of the program, and it cannot be sold or transferred to any other person or entity. Verizon Wireless will provide voice and/or data service solely to facilitate participation in the program; however, if Minor Participant has excessive usage, makes international calls/text messages with the wireless device, streams audio or video other than in connection with the program, or streams games, the service may be limited, slowed or terminated without notice. At the end of Minor Participant's participation in the study, Verizon Wireless will discontinue wireless service to the device and you agree to return the device to Grantee.

TREATMENT OF INFORMATION ASSOCIATED WITH USE OF THE DEVICE AND SERVICE

3. Information about the Minor Participant's use of the wireless device and service, including, but not limited to, details of when he or she used data services or placed calls and to whom, is information of the Grantee, as the customer of record for the device and service. Therefore, this information may be accessed by and shared with Grantee, and those parties to whom Grantee authorizes, including VCRG. No personally identifiable information or content will be accessible by VCRG.

FAILURE AND/OR DISRUPTION OF SERVICES

4. Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") or its vendors and suppliers shall have no liability whatsoever for End User's losses, claims or damages for any cause whatsoever, including direct, indirect, special, consequential, treble or punitive damages, or for limitations in service, including but not limited to, any failure or disruption of services provided hereunder, regardless of the form of action, whether in contract or in tort or otherwise. This limitation includes losses, damages, claims or expenses of any kind arising out of the use or attempted use of the services, or inability to access life support or monitoring systems or devices, 911 or E911 or other emergency call or service. You shall not be deemed a third-party beneficiary of any contract between the Grantee and Verizon Wireless.

ARBITRATION

5. **END USER AGREES THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:**

(i) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR TO ANY DEVICE OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER WIRELESS INDUSTRY ARBITRATION ("WIA") RULES, AS MODIFIED BY THIS AGREEMENT. WIA RULES AND FEE INFORMATION ARE AVAILABLE FROM THE AAA at www.adr.org. **ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING.** THIS ARBITRATION CLAUSE SHALL APPLY TO ANY CLAIMS THAT END USER MIGHT SEEK TO ASSERT AGAINST GRANTEE OR VERIZON WIRELESS AND TO ANY CLAIMS THAT GRANTEE OR VERIZON WIRELESS MIGHT SEEK TO ASSERT AGAINST END USER. VERIZON WIRELESS IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT FOR SUCH PURPOSE.

(ii) The Federal Arbitration Act applies to this Agreement. **EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, END USER WAIVES ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST GRANTEE OR VERIZON WIRELESS, OR ANY OF THEIR AFFILIATES** OR **PREDECESSORS IN INTEREST.** If multiple claims are joined in one action, some of which would not be subject to arbitration, the latter claims must be stayed until any claims in that action that are subject to arbitration have been resolved. If claims are asserted against multiple parties, some of whom are not required to arbitrate, the claims subject to arbitration must be severed; However, End User retains his/her right to file a complaint with any regulatory agency or commission.

(iii) No arbitrator has authority to award relief in excess of what this Agreement provides, or to order consolidation or class arbitration, except that an arbitrator deciding a claim arising out of or relating to a prior agreement may grant as much substantive relief on a non-class basis as such prior agreement would permit. In all arbitrations, the arbitrator must give effect to applicable statutes of limitations and will decide whether an issue is arbitrable or not. In a Large/Complex Case arbitration, the arbitrators must also apply the Federal Rules of Evidence and the losing party may have the award reviewed by a review panel consisting of three (3) arbitrators. .

Parent or Guardian:	**Digital Promise:**
Sign Here:	Sign Here:
Print Name:	Print Name: Kathryn Petrillo-Smith
Address:	Address: 1001 Connecticut Ave NW, #935 Washington, DC 20036
Date:	Date:
Name of student participant:	

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

Student Name: _____ **Parent/Guardian Name:** _____

Parent/Guardian and Student Checklist
Please initial each line below to confirm your understanding and agreement:

Initial	
P/G S	I understand that I need to monitor my data usage so that it does not exceed 30 GB per month and that I may not stream audio or video except in connection with the program, and that I may not stream games.
P/G S	I agree not to allow any other devices to access the device's personal hotspot.
P/G S	I agree not to remove any hardware (i.e. SIM chip) or software from the device unless authorized by VCRG or Verizon Wireless.
P/G S	I agree to use my assigned device only within the 50 states of the United States of America.
P/G S	If my assigned wireless device is lost or stolen, I agree to report it immediately to the school VILS Liaison or principal who will then notify Digital Promise.
P/G S	I understand that if my device becomes inoperable due to a manufacturer's defect, I will return the device to the school and exchange it for an operating device. I understand that if I receive a device and it is lost, stolen or damaged, I may have limited use of the device in accordance with school procedures.
P/G S	I understand that Digital Promise, Verizon Wireless or VCRG can suspend or terminate service at any time, without notice.
P/G S	I agree to be kind and safe in my digital interactions with others and to take care of the device assigned to me.

I understand if I violate any of these terms, I may be required to return my assigned wireless device to the Principal who will return it to the District IT Lead.

_____ _____
Parent/Guardian Date

_____ _____

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

Student Date

Exhibit D

Verizon Innovative Learning Schools

Directed by Digital Promise

With support from

Verizon Corporate Resource Group LLC

And

Verizon Wireless

Device and Service Program Guidelines

Version #1.1

July 8, 2014

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

PROGRAM OVERVIEW

You are receiving these program guidelines as an educational partner implementing an education program in partnership with Digital Promise and VCRG and VZW.

TECHNOLOGY PACKAGE

- Verizon mobile network enabled devices, model to be determined by Verizon based on local program requirements
- A device data plan
- Data usage not to exceed 30 GB per month for a maximum of two years from the Effective Date of the Partnership Agreement

END USER AGREEMENT AND DATA USAGE MONITORING

- Each program participant who receives a device must complete an End User or Minor Participant End User Agreement, as applicable.
- The End User and Minor Participant End User Agreements are provided in the Digital Promise Memorandum of Agreement, Exhibits B and C.
- All End User and Minor Participant End User Agreements are kept on-site at the District Lead's office. The End User and Minor Participant End User Agreements are not to be sent to Digital Promise or the Verizon Corporate Resource Group LLC.
- It may be helpful for program monitoring to set up a simple spreadsheet tracker to keep track of devices and whom they were distributed to (identification codes can be used for participants to maintain anonymity).
- If a program participant violates the data usage on devices, the Digital Promise Lead will be alerted to address with the District Lead who will address with the program participant.

PROGRAM GUIDELINES

- Program offered in conjunction with the Digital Promise partnership only.
- Devices are for use by authorized participants only.
- There is a data limit of 30 GB per month on the lines of service for all smartphones and tablets . Verizon Corporate Resource Group LLC may, in its sole discretion, increase the foregoing data limit for certain lines of service for certain smartphones and tablets.
- The Verizon Corporate Resource Group LLC will terminate wireless service to the devices being used by the participants at the end of the program.

DEVICE LIMITATIONS

Digital Promise Global - Cedar Rapids Community Schools

Memorandum of Understanding

The following limitations are placed on each device within the VILS program:

- No billable or paid applications (apps) shall be downloaded.
- Unless Verizon has agreed that personal hotspot use is permitted, personal hotspots on the device shall not be used.
- Hardware (i.e. SIM chip) or software shall not be removed from the device unless authorized by the Verizon Corporate Resource Group LLC.
- Devices can only be used within the 50 states of the United States of America.
- No calls, text, video or picture messages can be made to Canada, Mexico or other international locations.
- Roaming charges are not permitted.
- If a device is lost, stolen or damaged, it must be reported immediately by the participant to the school principal who must notify the District Lead who in turn must notify Digital Promise who in turn must notify the VCRG Lead immediately.
- Digital Promise, Verizon Wireless or VCRG can suspend or terminate service at any time, without notice.

DATA USAGE VIOLATIONS POLICY

- The Verizon Corporate Resource Group LLC will actively monitor the devices and wireless accounts monthly for program compliance.
- Should any End User exceed the maximum allowable data for the monitoring period, the following Program Violations Policy will apply:
    - Data usage of 30 GB or more over the program limit in any month will result in a warning the first time the excess usage occurs. If the participant exceeds the data usage limit a second time, the service will be suspended and the participant will be removed from the program.
    - Upon removal from the program and collection of the assigned device, the device may be reassigned to a new program participant. Notification of the change must be made to VCRG for reactivation of the service to the device.

RESPONSIBILITIES

- Devices will be shipped directly from Verizon to each program site.
- Identification of a program lead and his/her respective contact information must be conveyed to Digital Promise.
- It is the responsibility of the local Lead to communicate the guidelines on the program, device and data usage compliance to the program participants.

ACTIVATION OF DEVICES

- All devices are shipped to the local Lead pre-activated for wireless service.
- It is the responsibility of the local Lead to secure, distribute and assist with any activation instructions.
- Upon receipt of devices, confirmation of receipt of shipment is required to be communicated to Digital Promise within 24 hours.
- Upon receipt of devices, the local Lead should take a full inventory and report

any discrepancies to Digital Promise within 30 days.

TROUBLESHOOTING AND MAINTENANCE

- **Verizon Wireless Devices**
- ***Participants should not go to a Verizon Wireless store for issues with their device.***
- If you have a problem with data service on a device or a hardware/software issue that is covered under the one-year warranty, please reach out to the VILS helpdesk: helpdesk@vils.freshservice.com for assistance.

CONSENT AGENDA

BA-21-225 **Award of Contract - Taylor Elementary School - Roof Top Unit Replacement Project (Tammy Carter)**

Exhibit: BA-21-225.1-3

Action Item

Pertinent Fact(s):

The project consists of a Roof Top Unit Replacement at Taylor Elementary School and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL). The low bid is $684,456 from Modern Companies, Inc.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Modern Companies, Inc., for the Taylor Elementary School - Roof Top Unit Replacement Project.

SOLUM LANG
architects, llc

January 4, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

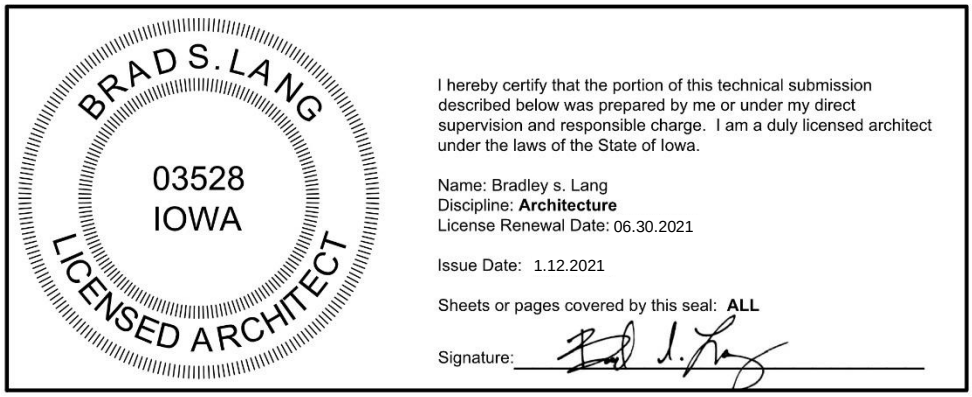
RE: Probable Cost of CRCSD 2021-22 RTU Replacement – Taylor Elementary School

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: $800,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Chris Gates, CRCSD
Jeff Portman, 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
Project Name: 2021-2022 RTU Replacement, Taylor Elementary School
Location: Cedar Rapids Community School District
ELSC 2500 Edgewood Road NW

SLA Project No.: 20022-H
Bid Date: January 28, 2021
Bid Time: 2:30 PM (Local Time)

Bidders Name		Bowker Mechanical Contractors	Modern Companies, Inc.	The Prull Group	Universal Climate Control	
Address		1000 32nd Ave SW Cedar Rapids, IA 52404	500 Walford Rd Cedar Rapids, IA 52404	270 50th Ave SW Cedar Rapids, IA 52404	107 10th Ave Coralville, IA 52241	
Bid Security: Included / Separate Envelope	004313	5%	5%	5%	5%	
Addendum No. 1 Acknowledgment	004113	x	x	x	x	
Bidder Status Form	004113.1	x	x	x	x	
Authorization to Transact Business Wk Sheet	004113.2	x	x	x	x	
Non-Collusion Affidavit	004113.3	x	x	x	x	
Targeted Small Business (TSB) Form	004113.4	x	x	x	x	

Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Total Price	Total Price
BASE BID	All Work to Remove and Replace Existing Roof Top Units as indicated in Drawings and Specs	Lump Sum	Lump Sum	$779,000.00	Lump Sum	$684,456.00	Lump Sum	$746,400.00	Lump Sum	$739,900.00		

SOLUM LANG
architects, llc

January 28, 2021

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 2021-22 RTU Replacement, Taylor Elementary School
Cedar Rapids Community School District

JON:

Four (4) bids were received on January 28, 2021, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is Modern Companies, Inc. 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.

Modern Companies, Inc.

Base Bid:	**All Work to Remove and Replace Existing Roof Top Units as indicated in Drawings and Specifications.**	**$684,456.00**
	TOTAL	**$684,456.00**

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,

Brad s. Lang, AIA
Partner
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Rich Reysack, CRCSD

CONSENT AGENDA

BA-21-226 **Award of Contract - Hiawatha Elementary School - Roof Improvement Project – Bid Package 2 (Jon Galbraith)**

Exhibit: BA-21-226.1-3

Action Item

Pertinent Fact(s):

The project consists of complete removal of exiting roof and insulation in the area indicated, and replacement with new insulation and roof membrane system at Hiawatha Elementary School and the source of funding is the Physical Plant and Equipment Levy (PPEL). The low bid is $146,300 from Black Hawk Roof Company.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Black Hawk Roof Company, for the Hiawatha Elementary School - Roof Improvements Project—Bid Package 2.

SOLUM LANG
architects, llc

January 4, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

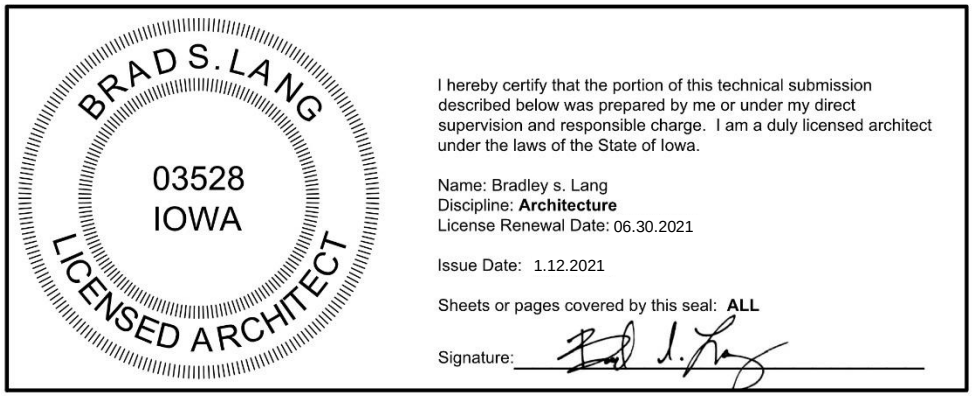
RE: Probable Cost of CRCSD 2021-22 Roof Improvements – Bid Package 2 – Hiawatha Elementary School

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: $170,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Chris Gates, CRCSD
Jeff Portman, 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

Cedar Rapids Community School District
Every Learner: Future Ready

SOLUM LANG architects, llc

Owner: Cedar Rapids Community School District
Project Name: 2021-2022 Roof Improvements Bid Package 2, Hiawatha Elementary School
Location: Cedar Rapids Community School District
ELSC 2500 Edgewood Road NW

SLA Project No.: 20022-B
Bid Date: January 28, 2021
Bid Time: 2:30 PM (Local Time)

Bidders Name		Advance Builders		Black Hawk Roof Company		For Sure Roofing		Jim Giese Roofing		T&K Roofing & Sheet Metal		White Hawk Roofing	
Address		325 Waconia Ct SW Cedar Rapids, Iowa 52404		619 E 19th Street Cedar Falls, IA 50613		5741 NE 22nd St #300 Des Moines, IA 50313		10410 Silverwood Drive Dubuque, IA 52003		101 T&K Drive Ely, IA 52227		19718 I St Omaha, NE 68135	
Item	Section												
Bid Security: Included / Separate Envelope	004313	5%		5%		5%		5%		5%		5%	
Addendum No. 1 Acknowledgment	004113	x		x		x		x		x		x	
Bidder Status Form	004113.1	x		x		x		x		x		x	
Authorization to Transact Business Wk Sheet	004113.2	x		x		x		x		x		x	
Non-Collusion Affidavit	004113.3	x		x		x		x		x		x	
Targeted Small Business (TSB) Form	004113.4	x		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	Unit Price	Total Price
BASE BID	All Work to remove Existing Roof system and Replace as specified in Documents	Lump Sum	Lump Sum	$172,000.00	Lump Sum	$146,300.00	Lump Sum	$158,661.00	Lump Sum	$226,845.00	Lump Sum	$209,990.00	Lump Sum	$208,200.00
UNIT PRICE #1	Treated Wood Blocking	Price per LF		$4.00		$6.50		$1.85		$5.75		$5.00		$8.00
UNIT PRICE #2	Gypsum Deck Repair	Price per LF		$150.00		$75.00		$9.50		$25.00		$125.00		$30.00

SOLUM LANG
architects, llc

January 28, 2021

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 2021-22 Roof Improvements Bid Package 2 – Hiawatha Elementary School
Cedar Rapids Community School District

JON:

Six (6) bids were received on January 28, 2021, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is Black Hawk Roof Company located in Cedar Falls, 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.

Black Hawk Roof Company

Base Bid:	**Remove Existing Roof System and Replace as Specified**	**$146,300.00**
	TOTAL	**$146,300.00**

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,

Brad s. Lang, AIA
Partner
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Rich Reysack, CRCSD

CONSENT AGENDA

BA-21-227 Award of Contract – Polk AEC - Fire Alarm Replacement Project (Jon Galbraith)

Exhibit: BA-21-227.1-3

Action Item

Pertinent Fact(s):

The project consists of Fire Alarm Replacement at Polk AEC and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL). The low bid is $79,890 from Streff Electric, Inc.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Streff Electric, Inc., for the Polk AEC - Fire Alarm Replacement Project.

SOLUM LANG
architects, llc

January 4, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

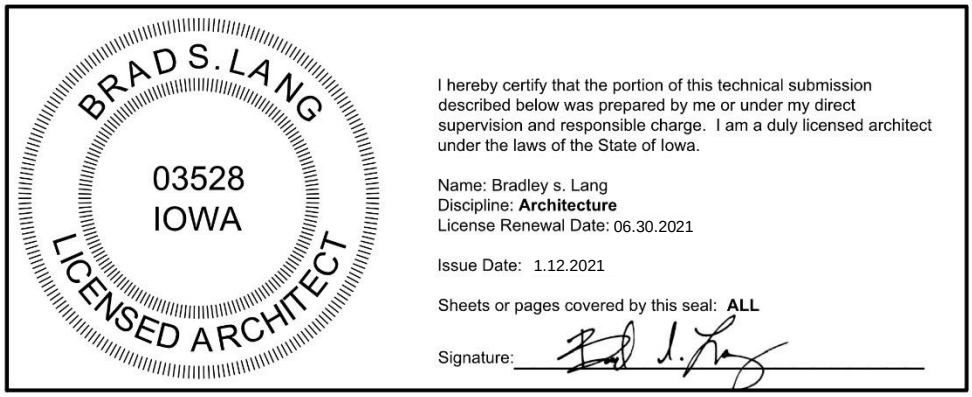
RE: Probable Cost of CRCSD 2021-22 Fire Alarm Upgrades – Polk Alternative Education Center

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: $90,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Chris Gates, CRCSD
Jeff Portman, 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
Project Name: 2021-2022 Fire Alarm Replacement, Polk Alternative Education Center
Location: Cedar Rapids Community School District
ELSC 2500 Edgewood Road NW

SLA Project No.: 20022-J
Bid Date: January 28, 2021
Bid Time: 2:30 PM (Local Time)

Bidders Name		**Streff Electric**									
Address		**751 Center Point Rd NE Cedar Rapids, IA 52402**									
Bid Security: Included / Separate Envelope	004313	$ 3,994.50									
Addendum No. 1 Acknowledgment	004113	x									
Bidder Status Form	004113.1	x									
Authorization to Transact Business Wk Sheet	004113.2	x									
Non-Collusion Affidavit	004113.3	x									
Targeted Small Business (TSB) Form	004113.4	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	Replacement of Fire Alarm System per Plans and Specifications in Areas Indicated on Drawings	Lump Sum	Lump Sum	$79,890.00	Lump Sum		Lump Sum		Lump Sum		Lump Sum	
UNIT PRICE #1	Complete Cost to Provide and Install (1) Duct Detector, Test Switch, Control Module, Relay and Related Equipment w/ 25' Conduit and Wiring Shall Be:	Price Per		$510.00								
UNIT PRICE #2	Complete Cost to Provide and Install (1) Smoke Detector, Mounted to Accessible Ceiling, with 30' Wiring and J-Hooks Shall Be:	Price Per		$179.00								
UNIT PRICE #3	Complete Cost to Provide and Install (1) Speaker/Strobe Mounted to Accessible Ceiling, with 30' Wiring and J-Hooks Shall Be:	Price Per		$185.00								
UNIT PRICE #4	Complete Cost to Provide and Install (1) Strobe Mounted to Accessible Ceiling, with 30' Wiring and J-Hooks Shall Be:	Price Per		$175.00								

SOLUM LANG
architects, llc

January 28, 2021

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 2021-22 Fire Alarm Replacement, Polk Alternative Educational Center
Cedar Rapids Community School District

JON:

One (1) bids were received on January 28, 2021, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is Streff Electric 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.

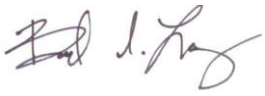
Streff Electric

Base Bid:	**Replacement of Fire Alarm System per Plans and Specifications in Areas Indicated on Drawings**	**$79,890.00**
	TOTAL	**$79,890.00**

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,



Brad s. Lang, AIA
Partner
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Rich Reysack, CRCSD

CONSENT AGENDA

BA-21-228 **Award of Contract – Washington High School - Masonry Repairs Project (Jon Galbraith)**

Exhibit: BA-21-228.1-3

Action Item

Pertinent Fact(s):

The project consists of Masonry Repairs at Washington High School and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL). The low bid is $249,720 from Bi-State Masonry, Inc.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Bi-State Masonry, Inc., for the Washington High School - Masonry Repairs Project.

SOLUM LANG
architects, llc

January 4, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

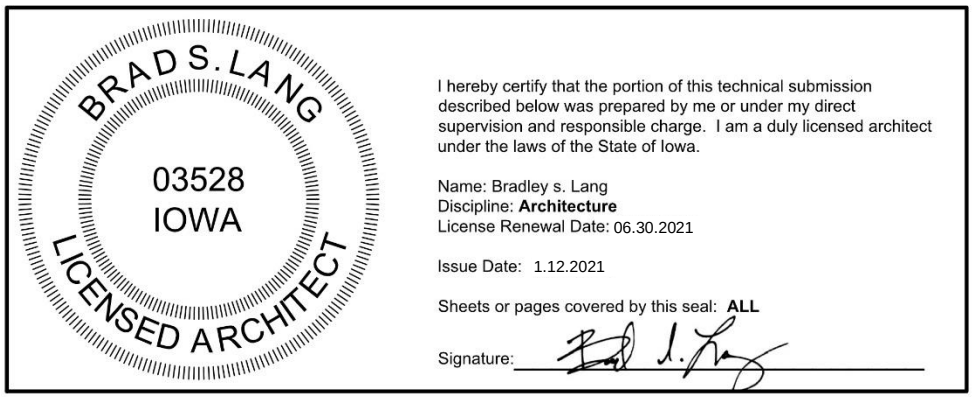
RE: Probable Cost of CRCSD 2021-22 Masonry Repairs – Washington High School

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: $320,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Chris Gates, CRCSD
Jeff Portman, 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.

Cedar Rapids Community School District
Every Learner: Future Ready

BID TABULATION

SOLUM LANG architects, llc

Owner: Cedar Rapids Community School District
Project Name: **2021-2022 Masonry Repairs, Washington High School**
Location: Cedar Rapids Community School District
ELSC 2500 Edgewood Road NW

SLA Project No.: 20022-G
Bid Date: January 28, 2021
Bid Time: 2:30 PM (Local Time)

Bidders Name		**Bi-State Masonry, Inc.**		**E&H Restoration**		**Innovative Masonry Restoration**		**MTS Contracting**		**TNT Tuckpointing**	
Address		**3511 8th Street Rock Island, IL 61201**		**1926 Comenitz Drive Davenport, IA 52802**		**16264 Lakeside Ave SE Prior Lake, MN 55372**		**6950 NE 14th St. Ste 30 E. Ankeny, IA 50023**		**202 Iowa Street Stockton, IA 52769**	
Bid Security: Included / Separate Envelope	004313	5%		5%		5%		5%		5%	
Addendum No. 1 Acknowledgment	004113	x		x		x		x		x	
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	Masonry Repair and Restoration per Plans and Specifications in areas indicated on drawings	Lump Sum	Lump Sum	$249,720.00	Lump Sum	$291,876.00	Lump Sum	$348,000.00	Lump Sum	$290,895.00	Lump Sum	$274,100.00
UNIT PRICE #1	Complete Cost to Remove and Replace One (1) Matching Brick Shall Be:	Price Per Brick		$35.00		$35.00		$55.00		$41.50		$35.00
UNIT PRICE #2	Cost Per SF of Masonry Repair and Restoration	Price Per SF		$14.00		$15.00		$35.00		$17.90		$15.00
UNIT PRICE #3	Cost Per LF of Sealant and Backer Rod Installation	Price Per LF		$12.50		$12.00		$20.00		$10.95		$12.00

SOLUM LANG
architects, llc

January 28, 2021

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 2021-22 Masonry Repairs, Washington High School
Cedar Rapids Community School District

JON:

Five (5) bids were received on January 28, 2021, for the above referenced project.

We have reviewed the bids which were provided to us. The apparent low bidder is Bi-State Masonry located in Rock Island, Illinois. 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.

Bi-State Masonry

Base Bid:	**Masonry Repair and Restoration per Plans and Specifications in areas indicated on drawings**	**$249,720.00**
	TOTAL	**$249,720.00**

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,

Brad s. Lang, AIA
Partner
SOLUM LANG ARCHITECTS, LLC

Enclosure: Bid Tabulation Form

CC: Traci Rozek, CRCSD
Rich Reysack, CRCSD

CONSENT AGENDA

BA-21-229 **Award of Contract - New Elementary School & Kitchen Equipment – Jackson Elementary Site Project (David Nicholson/Jon Galbraith)**

Exhibit: BA-21-229.1-5

Action Item

Pertinent Fact(s):

1. The project consists of building a new Elementary School at the Jackson Elementary Site and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE). The low bid is $19,973,000 from Rinderknecht Associates, Inc.

2. The project also consists of a Kitchen Equipment Package. The low bid is $320,133 from Rapids Food Service.

3. The total overall cost for the New Elementary School at Jackson Elementary School Site Project, in addition to the Kitchen Equipment Package, is $20,293,133.

Recommendation:

It is recommended that the Board of Education approve the Award of Contract to the low bidder, Rinderknecht Associates, Inc., for the New Elementary School at Jackson Elementary School Site Project and to Rapids Food Service, for the Kitchen Equipment Package.

OPN ARCHITECTS

Cedar Rapids
200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines
100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City
24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison
301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

December 8, 2020

Mr. Jon Galbraith
Building and Grounds Manager
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

RE: Probable Cost of New Elementary at the Jackson Site

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: $21,400,000.00

Respectfully,

Roger B. Worm, AIA
OPN Architects, Inc.

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa.

Name: Roger B. Worm
Discipline: Architecture
License Renewal Date: 06.30.2021
Issue Date: 12.29.2020

Sheets of pages covered by this seal: ALL

Signature: Roger B. Worm

Copy: David Nicholson, CRCSD
Joseph M. Tursi, OPN

NEW ELEMENTARY AT THE JACKSON SITE
1300 38th STREET NW;
CEDAR RAPIDS, IA 52405
PROJECT NO. 20220000

BID TABULATION
January 26, 2021

OPN ARCHITECTS
200 FIFTH AVE SE
SUITE 201
CEDAR RAPIDS, IOWA

General Contractors	Bid Security	Addendum 1	Addendum 2	Bidder Status Form	Authorization to Transact Business Worksheet	Non-Collusion Affidavit	Base Bid	Unit Price 1	Unit Price 2	Unit Price 3
City Construction Iowa City, IA	5%	X	X	X	X		$21,982,200.00	$55.00	$85.00	$100.00
Conlon Construction Co Waterloo, IA	5%	X	X	X	X	X	$20,188,000.00	$55.00	$70.00	$80.00
Kleiman Construction Cedar Rapids, IA	5%	X	X	X	X	X	$20,522,149.00	$60.00	$80.00	$100.00
Knutson Construction Services Iowa City, IA	5%	X	X	X	X	X	$20,599,000.00	$19.00	$54.00	$28.00
Larson Construction Co Inc Independence, IA	5%	X	X	X	X	X	$21,575,000.00	$40.00	$58.00	$65.00
McComas Lacina Iowa City, IA	5%	X	X	X	X	X	$20,400,000.00	$17.25	$51.75	$26.45
Miron Construction Co Inc Cedar Rapids, IA	5%	X	X	X	X	X	$20,240,000.00	$75.00	$105.00	$120.00
Portzen Construction Dubuque, IA	5%	X	X	X	X	X	$20,698,000.00	$15.00	$45.00	$23.00
Rinderknecht Associates Inc Cedar Rapids, IA	5%	X	X	X	X	X	$19,973,000.00	$60.00	$94.00	$110.00
Tricon Construction Group Dubuque, IA	5%	X	X	X	X	X	$20,201,000.00	$60.00	$50.00	$50.00

OPN ARCHITECTS

Cedar Rapids
200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines
100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City
24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison
301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

December 8, 2020

Mr. Jon Galbraith
Building and Grounds Manager
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

RE: Probable Cost of Kitchen Equipment at New Elementary at the Jackson Site

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: $400,000.00

Respectfully,

Roger B. Worm, AIA
OPN Architects, Inc.

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa.

Name: Roger B. Worm
Discipline: Architecture
License Renewal Date: 06.30.2021
Issue Date: 12.29.2020

Sheets of pages covered by this seal: ALL

Signature: Roger B. Worm

Copy: David Nicholson, CRCSD
Joseph M. Tursi, OPN

NEW ELEMENTARY AT THE JACKSON SITE
1300 38th STREET NW;
CEDAR RAPIDS, IA 52405
PROJECT NO. 20220000

KITCHEN BID TABULATION
January 26, 2021

OPN ARCHITECTS
200 FIFTH AVE SE
SUITE 201
CEDAR RAPIDS, IOWA

General Contractors	Bid Security	Addendum 1	Addendum 2	Bidder Status Form	Authorization to Transact Business Worksheet	Non-Collusion Affidavit		Base Bid
Rapids Foodservice Contract Cedar Rapids, IA	**5%**	X	X	X				**$320,133.00**
TriMark Hockenbergs Des Moines, IA	**5%**			X				**$367,058.00**

OPN ARCHITECTS

Cedar Rapids
200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines
100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City
24 ½ S. Clinton Street
Iowa City, Iowa 52240
(319) 363-6018

Madison
301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

January 27, 2021

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

RE: Bid Recommendation for New Elementary at the Jackson Site (20220000)

Noreen: We are pleased to report the results of bidding for the New Elementary at the Jackson Site. On Tuesday, January 26, we received ten bids for the project. You can review the specifics of the bid results on the attached Bid Tab.

After review of the bids, we recommend that the Board of Education accept the following bid from Rinderknecht Associates Inc:

Base Bid..... $ 19,973,000.00

For further consideration, we also received two bids for the Kitchen Equipment Package. We recommend the Board accept the following bid from Rapids Food Service:

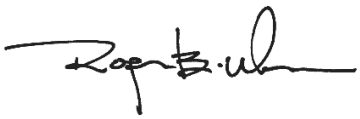
Base Bid…….. $ 320,133.00

Total……..……. $ 20,293,133.00

Upon direction from the Cedar Rapids CSD, OPN will prepare letters to proceed for Rinderknecht Associates Inc and Rapids Food Service. Upon direction from the Board of Education, OPN will prepare contracts between the School District, Rinderknecht Associates Inc and Rapids Food Service.

Thank you for the opportunity to partner with the Cedar Rapids Community School District.

OPN ARCHITECTS



Roger B. Worm, AIA
Principal

Attachments: Bid Tabulation

cc: Dave Nicholson, Executive Director of Business & Board Treasurer
Jon Galbraith, Buildings and Grounds Manager
file

CONSENT AGENDA

BA-21-230 **Approval – New Elementary School - Coolidge Elementary School Site Project - Change Order Number Six (Jon Galbraith)**

Exhibit: BA-21-230.1

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of $21,220,575.37 and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE).

2. Garling Construction is requesting a Change Order in the amount of $3,063.33, for a new contract amount of $21,223,638.70.

    - CO 17.3 results from an unforeseen condition resulting in widening selected doors to 41″.
    - CO 20 results from an owner's request for an isolation valve for a classroom bubbler.
    - CO 21 results from an error or omission in the plans and specs resulting in selected door changes.

Recommendation:

It is recommended that the Board of Education approve Change Order Number Six to Garling Construction for the New Elementary School - Coolidge Elementary School Site Project.

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
19213000

6225 1st Ave NW
Cedar Rapids, IA 52405

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

CHANGE ORDER INFORMATION:
Change Order Number: 006

Date: January 27, 2021

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

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

CONTRACTOR: *(Name and address)*
Garling Construction
5607 4th Street Ct SW
Cedar Rapids, IA 52404

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

CO 17.3	Widen Selected Doors to 41"	$1,574.37
CO 20	Isolation Valve for Classroom Bubbler	$559.33
CO 21	Selected Door Changes	$929.63
	Total:	$3,063.33

The original Contract Sum was	$	21,135,000.00
The net change by previously authorized Change Orders	$	85,575.37
The Contract Sum prior to this Change Order was	$	21,220,575.37
The Contract Sum will be increased by this Change Order in the amount of	$	3,063.33
The new Contract Sum including this Change Order will be	$	21,223,638.70

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.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
OPN Architects	Garling Construction	Cedar Rapids Community School District
SIGNATURE	SIGNATURE	SIGNATURE
Chad Schumacher	Troy Pins - President	Laurel Day - Board Secretary
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
1.28.2021		
DATE	DATE	DATE

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User Notes:
(3B9ADA51)

CONSENT AGENDA

BA-21-231 **Final Approval – McKinley Middle School and Metro High School – Concrete Replacement Project – Certificate of Substantial Completion (Rich Reysack)**

Exhibit: BA-21-231.1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $35,895 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on January 27, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the McKinley Middle School and Metro High School – Concrete Replacement Project.

Cedar Rapids
Community School District

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: McKinley Middle School and Metro High School Concrete Replacement Project 2020

CONTRACTOR: Olmstead Construction Inc

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

CONTRACT FOR:	$35,895
CHANGE ORDERS:	$ 0.00
CONTRACT TOTAL	$35,895

CONTRACT DATE: February 13th, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Concrete repairs and concrete replacement

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

No Exceptions

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

Contractor

Name

8-10-20
Date

Project Supervisor

Name

1-27-2021
Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary_____ Date_____

Buildings & Grounds
2500 Edgewood Rd NW • Cedar Rapids, IA 52405
Phone: (319) 558-2202 • FAX: (319) 558-2208

Olmstead Construction Inc.
651 58th Ave Ct SW
Cedar Rapids, IA 52404
(319) 362-4234

Cedar Rapids Community Schools
ESC Annex
Accounting Department
PO Box 879
Cedar Rapids, IA 52406-0879

INVOICE ID: 201092
DRAW ID: 2010900002
DATE: August 17,2020

CONTRACT ID: 20-109
PO # 0026025
LOCATION:

CUSTOMER ID: CRS001

Item Id	Description	Contract Amount	Completed To Date	Retainage	Less Previous Billings	Total This Invoice Less Retainage
1	McKinley School	23,315.00	23,315.00		23,315.00	1,165.75
2	Metro Concrete	12,580.00	12,580.00		12,580.00	629.00
	Total	35,895.00	35,895.00		35,895.00	1,794.75

Invoice Sub-total 0.00

Retainage Billed 1,794.75

Amount due this Invoice $1,794.75

Contract Summary

Original amount	Approved changes	Revised amount	Invoiced amount	Remaining amount	Billed percent	Retainage balance
35,895.00	0.00	35,895.00	35,895.00	0.00	100.00 %	0.00

Ok to Pay
1-22-2021

CONSENT AGENDA

BA-21-232 **Agreement – Cedar Rapids Community School District and Marzano Research – 2020-2021 & 2021-2022 School Years (Nicole Kooiker)**

Exhibit: BA-21-232.1-5

Action Item

Pertinent Fact(s):

1. The on-going Agreement is for services with Marzano Resources to provide professional learning on the use of the instructional framework detailed in Dr. Marzano's "The New Art and Science of Teaching".

2. Services include:
   - One rescheduled summer workshop session of "The New Art and Science of Teaching" to serve as make-up professional learning previously scheduled during New Teacher Preservice/Orientation in August 2020.
   - One workshop taking place during New Teacher Preservice/Orientation August 2021.
   - One copy of the book, "The New Art and Science of Teaching", for all the participants.

3. The source of Funding is Teacher Quality funds.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Marzano Resources for the 2020-2021 and 2021-2022 School Years.

Marzano Resources
Purchase Agreement

Effective January 27, 2021, Marzano Resources, LLC ("Marzano Resources") located at 555 N. Morton St., Bloomington, IN 47404 and Cedar Rapids Community School District ("Customer") located at 2500 Edgewood Rd NW, Cedar Rapids, Iowa 52405, , Iowa agree as follows:

1. Summary of Products and Services: Customer will purchase the following Marzano Resources products and services ("Products"). Additional Products may be added by mutual written Agreement.

Products and Services	Total
Professional Development	$16,000.00
Total	$16,000.00

2. Payment Terms: Customer will provide Marzano Resources with a purchase order made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the Professional Development amount will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Marzano Resources. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Marzano Resources will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	$3,200.00	Upon execution of Agreement
Professional Development – August 11 & 12, 2021	$12,800.00	August 12, 2021

3. Professional Development

3.1. Description of Services: Marzano Resources agrees to provide a speaker, Tina Boogren ("Associate"), to disseminate information for Customer on the topic of *The New Art & Science of Teaching* on August 11, 2021 to August 12, 2021.

3.2. Presentation Materials: Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

3.3. Venue and Audio/Visual Equipment: Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. General Terms

4.1. Intellectual Property: Customer acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Marzano Resources will retain all copyrights owned prior to

entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If events beyond the parties' control make it impossible to perform under this Agreement, the party unable to perform will not have any liability to the other party for the prevented performance. All obligations unaffected by such an event will remain in place.

4.3. Termination: Marzano Resources may terminate this Agreement if Marzano Resources has not received a purchase order by the Purchase Order Due Date.

a. Professional Development: If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Professional Development Services.

b. Resource Returns and Refunds: Resource returns and refunds will be handled by the Return Policy outlines at https://www.marzanoresources.com/customer-service/product orders.

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

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

_____

Laurel A. Day Date

Laurel Day Date Megan Schutz Date Executive Administrator Director of Professional Development Cedar Rapids Community School District Marzano Resources, LLC

Please email this Agreement to Kate at Kate.Eastman@marzanoresources.com or fax to 866.868.5478.

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact:

Title:

Phone:

Email:

Cell #:

Fax:

Who will receive and pay the invoices?

Contact:

Title:

Phone:

Email:

Fax:

Shipping Information *(required for resource delivery)*

Shipping Contact:

Shipping Address:

City, State, Zip:

Phone:

Delivery Date:

Delivery Times:

Choose one: • Do you have a Delivery Dock? inside delivery?
• Do you have double doors (for pallet)? • Do you require

MARZANO Resources

12577 East Caley Ave.
Centennial, CO 80111
303-766-9199; 303.694.1778 FAX
www.marzanoresources.com

WORKSHOP SPECIFICATIONS

Please provide the following information about your workshop and return this form to your Marzano Resources rep, along with the signed contract within 90 days of the PD date. The earlier received the better for planning purposes.

Today's Date: January 27, 2021 **Marzano Resources Rep:** Lindsay Asp

HOST INFORMATION			
Host Organization:	Cedar Rapids Community School District	**Host Work Phone #:**	319-558-1790
Host Name:	Connie Starr	**Host Cell Phone #:**	
Host Position/Title:	Lead Induction Coach	**Host Email Address:**	CStarr@cr.k12.ia.us
Resources purchased:	☐ Yes **OR** ☐ No	**If resources purchased, list title(s)**	
Please provide information about recent PD (topic and presenter)			

PRESENTER/WORKSHOP INFORMATION			
Topic: The New Art & Science of Teaching		**Speaker:**	Tina Boogren
Workshop Date(s):	August 11, 2021 to August 12, 2021	**Workshop Start/End Times:**	

Location of Workshop:

Address:

City: **State:** **Zip:** **Phone:**

Lunch time: ☐ offsite **OR** ☐on-site AND approx. time/length:	**Break times** (if known): #1 #2

AUDIENCE INFORMATION – Please enter anticipated number of attendees for each category

# of District-Level Administrators	# of Secondary Principals	# of Primary Principals	# of Secondary Teachers	# of Primary Teachers	# of Others
					Describe Other Attendees:
				TOTAL Number of Anticipated Attendees	

3 – 5 DESIRED SESSION OUTCOMES FOR ONSITE TRAINING

TRAVEL INFORMATION

Nearest Airport:	**Recommended Hotel:**

Distance from Airport to Workshop Site:	

CONSENT AGENDA

BA-21-233 Approval - School Fees - 2021-2022 School Year (Nicole Kooiker)

Exhibit: BA-21-233.1

Action Item

Pertinent Fact(s):

1. School Districts are allowed to charge book fees for textbooks, electronic textbooks, supplementary instructional materials, and consumable materials which convey information to the student or otherwise contribute to the learning process. (Cedar Rapids Community School District Board Regulation 701.3 and the Code of Iowa 301.1).

2. The Administration is recommending no increase to the school fees for the 2021-2022 School Year.

Recommendation:

It is recommended that the Board of Education approve the School Fees for the 2021-2022 School Year as recommended by Administration.

BOARD APPROVED:

Cedar Rapids Community School District
Every Learner: Future Ready

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
2021-2022
FEE SCHEDULE

I	Elementary School (Pre-School/Special Ed/AK- GR 5 - Book Fees * ** ***	2020-21		2021-2022 FEE			2021-2022 REFUND	
		Full		Full	Reduced Lunch		Full	Reduced Lunch
A.	**Full-Day**							
	(Enrolling First Quarter) 8/23/2021	$31.00		$31.00	$19.00		$16.00	$9.00
	(Enrolling Second Quarter) 10/25/2021	$23.00		$23.00	$14.00		$0.00	$0.00
	(Enrolling Third Quarter) 1/10/2022	$16.00		$16.00	$10.00		$0.00	$0.00
	(Enrolling Fourth Quarter) 3/21/2022	$8.00		$8.00	$5.00		$0.00	$0.00
B.	**Pre-School (Early Learning)** 9/7/2021	$17.00		$17.00	$10.00		$8.00	$0.00

II	Middle School - Book Fees * ** ***	2020-21		2021-2022 FEE			2021-2022 REFUND	
		Full		Full	Reduced Lunch		Full	Reduced Lunch
	(Enrolling First Quarter) 8/23/2021	$56.00		$57.00	$36.00		$29.00	$19.00
	(Enrolling Second Quarter) 10/25/2021	$42.00		$43.00	$27.00		$0.00	$0.00
	(Enrolling Third Quarter) 1/10/2022	$28.00		$29.00	$18.00		$0.00	$0.00
	(Enrolling Fourth Quarter) 3/21/2022	$14.00		$14.00	$9.00		$0.00	$0.00

All students will pay for lost items as follows: Towels / Locks - Per Building

III	High School - Books Fees * ** ***	2020-21		2021-2022 FEE			2021-2022 REFUND	
		Full		Full	Reduced Lunch		Full	Reduced Lunch
	(Enrolling First Quarter) 8/23/2021	$95.00		$96.00	$59.00		$48.00	$30.00
	(Enrolling Second Quarter) 10/25/2021	$71.00		$72.00	$44.00		$0.00	$0.00
	(Enrolling Third Quarter) 1/10/2022	$48.00		$48.00	$30.00		$0.00	$0.00
	(Enrolling Fourth Quarter) 3/21/2022	$24.00		$24.00	$15.00		$0.00	$0.00

All students will pay for lost items as follows: Towels / Locks - Per Building

IV	Driver's Education	2020-21		2021-2022 FEE	
		Full		Full	Reduced Lunch
	Driver's Education	$400.00		$400.00	$240.00

V	Middle and High School - Athletics
	Schools may charge a minimal fee for towels and locks used or issued for athletic participation

VI	Instrumental Rental	2020-21 FEE		2021-2022 FEE		
		Full		Full	Reduced Lunch	Free Lunch
	Each instrument - 12 months	$75.00		$75.00	$45.00	$25.00
	Second instrument (special cases only)	$30.00		$30.00	$25.00	$20.00
	Each instrument (3 summer months)	$30.00		$30.00	$25.00	$20.00
	Percussion (players pay one fee)	$30.00		$30.00	$15.00	$5.00

* ***Book Fees include: textbooks, electronic textbooks, supplementary instructional materials, and consummable materials which convey information to the student or otherwise contribute to the learning process***

** ***Fees under Items I, II, and III also apply to students with disabilities in special education classes***

*** ***Shared-time, Dual enrolled, Foreign exchange and I-20 students are not included when collecting fees***

Draft

CONSENT AGENDA

BA-21-234 **Agreement – Cedar Rapids Community School District and Iowa NET High Academy – Drop-out Prevention – 2021-2024 School Years (Cynthia Phillips)**

Exhibit: BA-21-234.1-8

Action Item

Pertinent Fact(s):

The on-going Agreement with Iowa NET High Academy will cooperatively provide greater educational opportunities for at-risk students. The program offers innovative services to students who are at risk of dropping out or who can no longer be in the traditional school setting.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Iowa NET High Academy for the 2021-2024 School Years.

IOWA NET HIGH Academy

AGREEMENT TO ESTABLISH AND OPERATE AN ALTERNATIVE OPTIONS EDUCATION SCHOOL PROGRAM

This Agreement to Establish and Operate an Alternative Options Education School Program ("Agreement") by and among **Cedar Rapids Community School District** and **Iowa NET High Academy** is an agreement to permit the District and Iowa NET High Academy to jointly make efficient use of their powers by enabling them to establish and operate an alternative options program pursuant to Iowa Code Section 280.19A.

THE PARTIES AGREE as follows:

1. **PARTIES.** The parties to this Agreement are as follows:

A. **Cedar Rapids Community School District** ("District") is an Iowa school district organized and existing under the provisions of *Iowa Code* Chapter 274. It is located in the County of **Linn** County, State of Iowa, with its principal office currently located at **2500 EDGEWOOD RD. NW, CEDAR RAPIDS, IOWA 52405.**

B. Iowa NET High Academy ("INHA") is a for profit corporation. It is located in the county of Hardin, State of Iowa, with its principal office currently located at 607 Center St., Union, Iowa 50258.

2. **PURPOSE**. The purpose of this Agreement shall be to provide a means by which the parties may jointly and cooperatively provide greater educational opportunities for students, particularly for at-risk students, by exercising powers, privileges and authority to operate an alternative school program pursuant to Iowa Code Section 280.19A. The educational program operated pursuant to this Agreement shall be deemed an educational program of the **Cedar Rapids Community School District** for students who reside in, are open enrolled into, or are tuitioned into the District.

3. **PROGRAM DESCRIPTION**. The District wishes to provide innovative services to students who have dropped out of all traditional educational programs offered by **Cedar Rapids Community School District**. INHA has an innovative program which offers educational and social/emotional services to District students through the Program.

4 **NAME**. The name under which the joint and cooperative activities identified in sections 2 and 3 of this Agreement, shall be carried out is "Iowa NET High Academy" (the "Program").

5. **ORGANIZATION.** No separate legal entity shall be established. No joint board shall be established.

6. **DURATION.** This Agreement shall become effective upon execution by the parties and shall continue through **June 30, 2024**, or until earlier terminated as herein provided.

IOWA NET HIGH Academy

7. **ADMINISTRATION.**

A. The District shall:

a. Establish student identification criteria and procedures for students to participate in the Program.

b. Establish and implement evaluation criteria and procedures and performance measures for students who participate in the Program. This will include: determining credits/courses needed for the student to graduate, alignment of the courses to the **Cedar Rapids Community School District** handbook and input from the HS deans and /or administrators.

c. Establish the budget for implementing the Program.

d. Establish the qualifications required of personnel delivering services through the Program.

e. Identify eligible students to participate in the Program and refer such students to the Program, at the District's discretion.

f. Establish a plan for students who participate in the Program to return to the regular District programs.

g. Establish and maintain a plan for dropout prevention and integration of students who participate in the Program into the District's regular educational program.

h. Assist INHA with the design of and approve INHA's staff in-service plan.

i. Review and approve INHA staff utilization plans.

j. For each student, identify and communicate the required coursework and benchmarks, according to District standards, to INHA.

k. Prepare and submit all reports to the State Department of Education.

l. Designate the Program as a dropout prevention initiative.

m. Designate one individual who shall serve as District Coordinator and shall be the primary interface with the INHA Director and other INHA staff for provision of services under this Agreement.

B. INHA shall:

a. Assist and cooperate with the District, as requested, in satisfying the District's responsibilities identified in section 7(A) of this Agreement.

b. Design a Personalized Learning Plan ("PLP") for each student as required to meet or exceed District educational standards and provide the District with periodic (as mutually agreed upon) progress reports under the PLP for each student enrolled in the Program.

c. Employ staff to implement the PLP with each student who meets the criteria and qualifications established by the District. INHA shall be responsible for conducting criminal, sexual registry, child abuse, and dependent adult abuse background checks on all staff that it provides under this Agreement, and shall not permit any individuals who do not meet the District's standards for background checks to provide any services under this Agreement. INHA shall immediately replace any staff member who is deemed to be unsuitable by the District for any reason not contrary to law.

d. Provide all instructional materials to implement the PLP with each student. Such materials are subject to approval by the District.

e. Provide a staff utilization plan for review and approval by the District.

f. Establish and obtain approval of the District for staff in-service plans.

g. Designate one individual who shall serve as INHA Director and shall be the primary interface with the District Coordinator and other District staff for provision of services under this Agreement.

C The relationship of the parties shall be one of mutual cooperation in fulfilling the responsibilities under this Agreement. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent contractor. In no event shall either party be liable for the debts or obligations of the other party. INHA is the employer of the staff providing the services under this Agreement and is responsible for all employment-related obligations in connection therewith, including but not limited to payment of wages and any benefits due the staff members and related employment taxes. Such staff shall not be considered employees of the District for any purpose.

8. **FEES**. In each summer covered by this Agreement, the District shall pay to INHA the current regular program district cost per pupil as defined in Iowa Code section 257.10(1-2) ("RPDCPP") for each student participating in the Program, prorated on a monthly basis as

provided herein, for each month services are provided to the student. The District shall pay 1/10 of the RPDCPP per student for June and for July to INHA on the first day of each month, beginning on July 1 and ending on August 1 of each year.

In each academic school year covered by this Agreement, the District shall pay to INHA the current regular program district cost per pupil as defined in Iowa Code section 257.10(1-2) ("RPDCPP") for each student participating in the Program, prorated on a monthly basis as provided herein, for each month services are provided to the student and through May of the school year the student starts as long as the student remains or graduates through INHA programming. The District shall pay 1/10 of the RPDCPP per student to INHA on the first day of each month, beginning on September 1 and ending on June 1 of each year.

The District shall communicate the amount of the RPDCPP to INHA no later than July 1 of each year.
If a student requires four or fewer semester courses from INHA, then the District shall pay to INHA seven hundred dollars per course, and no other cost shall be incurred.

9. **SPECIAL EDUCATION**. The District shall remain responsible for insuring the special education instructional and related services offered to its students through the Program provides a free and appropriate public education pursuant to federal and state law. INHA has qualified teachers to provide the specially designed instruction and monitor IEPs for Program students. An agreement will be made between the parties on a case-by-case basis regarding which entity (District or INHA) will provide the special education and related services for each student.

10. **WITHDRAWAL OF A STUDENT**. If a student withdraws from the Program during the school year, the District shall be obligated to pay INHA for services through the end of the month in which the student withdraws.

The District shall determine the date of withdrawal for each student enrolled in the program and promptly shall provide written notice to INHA of the date of such withdrawal. If INHA is advised by the student of withdrawal, INHA shall immediately notify the District in writing of such withdrawal. If a student misses three (3) consecutive scheduled learning sessions, INHA promptly shall provide the District with said dates of absence, the reason given for the absence, if any, and a description of efforts made to contact and re-engage the student in the Program. INHA shall continue re-engagement efforts until the District notifies INHA of the student's withdrawal.

11. **HOME DISTRICT.** Students participating in the Program continue to be enrolled in the District (the district of residence, the district of open enrollment, or the district into which the student is tuitioned). Students are subject to the testing requirements, graduation requirements and disciplinary procedures of the District. Students will be allowed to participate in activities in the District in accordance with the eligibility rules of the District.

12. **TERMINATION**. Either party may terminate this Agreement by providing sixty (60) days' written notice to the other party. INHA shall cease to provide services upon the date of termination. District is responsible for payment of services through the date of termination.

IOWA NET HIGH Academy

13. **ENTIRE AGREEMENT; AMENDMENTS**. This Agreement contains the entire agreement of the parties with respect to the subject matter herein. This Agreement may be amended by a written instrument approved by both parties.

14. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

15. **EXECUTION IN COUNTERPARTS**. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. **SEVERABILITY**. If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

17. **NOTICES**. All notices under this Agreement must be in writing addressed to the INHA Director or the District Coordinator and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or electronic mail or when received by certified mail.

18. **APPLICATIONS OF LAWS, RULES AND REGULATIONS.** The parties agree to comply with all state, federal and local laws and regulations and all state and federally required ordinances, policies, rules, guidelines and procedures.

19. **INDEMNIFICATION**. To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, and agents, from and against any and all claims, actions, judgments, liabilities, damages, losses and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with; (a) any negligence by the indemnifying party or its employees or agents; (b) any breach of this Agreement by the indemnifying party or its employees or agents; and/or (c) any violation of law or right of a third party by the indemnifying party or its employees or agents. If a suit, action, arbitration or other proceeding 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 collect 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. This section shall survive termination of this Agreement with respect to any obligations incurred prior to termination.

20. **PROPERTY**. Each party's property used in connection with this Agreement, including facilities, curriculum, textbooks, instructional material, and other similar items, shall remain the property of the respective party.

21. **CONFIDENTIALITY.** The parties will keep confidential all student records as required by state and federal law, provided, however, that neither party is relieved of mandatory obligations that they might have to report suspected abuse or neglect. INHA agrees that any student information that it acquires under this Agreement will be used only for the intended purpose and will not be disclosed to any third party except as in accordance with law.

22. **INSURANCE**.

A. The parties shall each maintain the following insurance which shall stay in force throughout the term of this Agreement.

1. Workers' Compensation and Employer's Liability Insurance as prescribed by Iowa law with minimum limits shown below;

a. Iowa Benefits -	Statutory
b. Employers Liability	
Bodily Injury by Accident	$500,000 Each Accident
Bodily Injury by Disease	$500,000 Each Accident
Bodily Injury by Disease	$500,000 Each Employee

2. Commercial General Liability Insurance combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$2,000,000
Personal & Advertising Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Fire Damage Limit (for any one fire)	$ 100,000
Medical Damage Limit (any one person)	$ 5,000

This insurance must include the following features:

a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Location Endorsement.

b. Personal and Advertising Injury

IOWA NET HIGH Academy

c. Operations by independent contractors

d. Contractual Liability coverage

e. Sexual Abuse and Molestation Liability with limits of $1,000,000 each claim and $2,000,000 aggregate,

3. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of $1,000,000 per accident. Insurance must include Contractual Liability.

4. Insurance Certificates. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa. These insurance policies shall not be cancelled without at least 30 days prior written notice. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to each party prior to the commencement of this Agreement.

23. **TRANSPORTATION**. The parties will cooperate with each other and each student enrolled in the Program to provide transportation services for the student.

24. **GOVERNING LAW/FORUM**. This Agreement shall be construed and governed under the laws of the State of Iowa. The parties agree that any litigation arising under this Agreement will be maintained in the appropriate federal or state court for **Linn** County, Iowa.

[Remainder of this Page Intentionally Left Blank]

IOWA NET HIGH Academy

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their respective duly authorized officers.

Cedar Rapids Community School District

By _____
President, Board of Directors

_____
Date

Attest:

_____
Secretary, Board of Directors

Iowa NET High Academy, Inc

By _____
President, CEO

_____
Date

Attest:

_____
Vice President

CONSENT AGENDA

BA-21-235 **Final Approval – Wilson Middle School - Roofing Improvement Project – Bid Package 1 – Certificate of Substantial Completion (Jon Galbraith)**

Exhibit: BA-21-235.1-3

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $212,000 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on October 21, 2020.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – Wilson Middle School – Roof Improvements Project - Bid Package 1.

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
CRCSD 2020-21 Roof Improvements Bid Package 1 - Wilson Middle School

CONTRACT INFORMATION:
Contract For: General Construction

Date: January 28, 2020

CERTIFICATE INFORMATION:
Certificate Number: 01

Date: October 5, 2020

OWNER: *(name and address)*
Cedar Rapids Community School District
Educational Leadership Support Center
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

ARCHITECT: *(name and address)*
Solum Lang Architects, LLC
1101 Old Marion Road NE
Cedar Rapids, Iowa 52402

CONTRACTOR: *(name and address)*
Advance Builders Corps
325 Waconia Court SW
Cedar Rapids, Iowa 52404

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.)
Complete Project

Solum Lang Architects, LLC		Jeffrey J Portman	September 29, 2020
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**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.)
See Attached Punchlist

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 ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $1,000

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:

Advance Builders Corps		Brandon Smalley - Project Manager	October 21,2020
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
Cedar Rapids Community School District			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes:
(3B9ADA48)

APPLICATION FOR PAYMENT

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

PROJECT: CRCSD Wilson Elem 20
CRSCD Wilson Elem 2020
J ave SW
Cedar Rapids, IA 52404

APPLICATION NO. 4 Final
PERIOD TO: 12/21/2020
PROJECT #s: CRCSD Wilson Elem
CONTRACT DATE: 01/28/2020

Distribution to:
OWNER
CONTRACTOR
ARCHITECT

FROM CONTRACTOR: Advance Builders Corp
325 Waconia CT SW
Cedar Rapids,, IA 52404

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

CONTRACT FOR: CRCSD Wilson Elem 2020

CONTRACTOR'S SUMMARY OF WORK

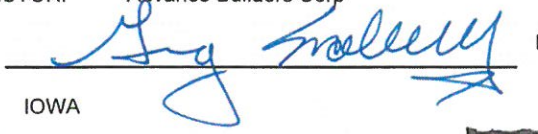
Application is made for payment as shown below.
Continuation Page is attached.

1.	**ORIGINAL CONTRACT AMOUNT**		$212,000.00
2.	**NET CHANGE BY CHANGE ORDERS**		
3.	**CONTRACT AMOUNT TO DATE** (Line 1 +/- 2)		$212,000.00
4.	**TOTAL COMPLETED AND STORED TO DATE** (Column G on Continuation Page)		$212,000.00
5.	**RETAINAGE:**		
	a. 0.00% of Completed Work (Columns D + E on Continuation Page)	$0.00	
	b. 0.00% of Stored Material (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$0.00
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 minus Line 5 Total)		$212,000.00
7.	**LESS PREVIOUS APPLICATIONS FOR PAYMENT**..... (Line 6 from prior Application)		$201,400.00
8.	**CURRENT PAYMENT DUE**.....		**$10,600.00**
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 minus Line 6)	$0.00	

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

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Advance Builders Corp

By:  Date: 12-21-2020

State of: IOWA

County of: Linn

Subscribed and sworn to before me this 21 day of December 2020

Notary Public: Stephanie Brady

My Commission Expires: 6-3-23

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quaility of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED $10,600.00

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

ARCHITECT: Solum Lang Architects

By: Date: 2020.12.28

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

APPLICATION FOR PAYMENT
containing Contractor's signed Certification is attached.
Use Column I when variable retainage for line items may apply.

PROJECT: CRCSD Wilson Elem 20
CRSCD Wilson Elem 2020

APPLICATION NO.: 4 Final
APPLICATION DATE: 12/21/2020
PERIOD TO: 12/21/2020
PROJECT #s: CRCSD Wilson Elem

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED VALUE	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100%	$0.00	
2	Roofing and Sheetmetal Materials	$104,000.00	$104,000.00	$0.00	$0.00	$104,000.00	100%	$0.00	
3	Roofing Labor	$75,000.00	$75,000.00	$0.00	$0.00	$75,000.00	100%	$0.00	
4	Sheetmetal labor	$2,000.00	$2,000.00	$0.00	$0.00	$2,000.00	100%	$0.00	
5	Reglet repair	$11,000.00	$11,000.00	$0.00	$0.00	$11,000.00	100%	$0.00	
6	Misc. (dump, warranty, bond, etc.)	$18,000.00	$18,000.00	$0.00	$0.00	$18,000.00	100%	$0.00	
	TOTALS	$212,000.00	$212,000.00	$0.00	$0.00	$212,000.00	100%	$0.00	

CONSENT AGENDA

BA-21-236 **Final Approval – McKinley, Roosevelt, and Taft Middle Schools – Restroom Upgrade Project - Certificate of Substantial Completion (Jon Galbraith)**

Exhibit: BA-21-236.1-6

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $510,900, plus net Change Orders totaling $22,143.88, for a final contract price of $533,043.88 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on September 11, 2020.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - McKinley, Roosevelt, and Taft Middle Schools - Restroom Upgrades Project.

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
CRCSD 2020-21 Restroom Upgrades - McKinley, Roosevelt, and Taft Middle Schools
Cedar Rapids

CONTRACT INFORMATION:
Contract For: General Construction

Date: February 11, 2020

CERTIFICATE INFORMATION:
Certificate Number: 01

Date: September 16, 2020

OWNER: *(name and address)*
Cedar Rapids Community School District
Educational Leadership Support Center
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

ARCHITECT: *(name and address)*
Solum Lang Architects, LLC
1101 Old Marion Road NE
Cedar Rapids, Iowa 52402

CONTRACTOR: *(name and address)*
Garling Construction
1120 11th Street
Belle Plaine, Iowa 52208

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.)

Solum Lang Architects, LLC		Jeffrey J Portman, Architect	September 11, 2020
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**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.)
See attached Punchlist

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 14 (fourteen) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $8,000

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:

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User Notes:
(3B9ADA50)

Garling Construction	Troy Pins	Troy Pins, President	1-5-21
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
Cedar Rapids Community School District			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes:
(3B9ADA50)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO (OWNER): CEDAR RAPIDS SCHOOL DIST

PROJECT: CRCSD McKinley, Roosevelt & Taft
various
Cedar Rapids, IA 52405

APPLICATION NO: 08
INVOICE NO: 001488
PROJECT NO: 54124
ARCHITECT PROJECT NO: 26124
OWNER PO NO: 54124

Distribution to:
- [X] OWNER
- [ ] ARCHITECT
- [ ] LENDOR
- [ ] GENERAL CONTRACTOR
- [ ] CONSTRUCTION MANAGER
- [ ] OTHER

FROM: (CONTRACTOR) Kendall R Meyeraan
Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA 52208

CONTRACT FOR: General Construction

ARCHITECT: Solum Lang Architects
1101 Old Marion Rd NE
Cedar Rapids, IAI 52402

CONTRACT DATE:
FROM: 11/1/2020
TO: 11/30/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

		APPROVED	DEDUCTIONS
Change Orders approved in previous months by Owner	Total	$14,931.53	
Approved this Month			
Number	Date Approved		
COR 10	11/04/2020	$2,131.53	
COR 05	11/04/2020	$5,080.82	
Additional Cos	November-20	$5,080.82	
	TOTALS	$7,212.35	
Net change by Change Orders			$22,143.88

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

CONTRACTOR: Garling Construction, Inc.

BY: _____ DATE: 11-23-20

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

1. ORIGINAL CONTRACT SUM	$510,900.00
2. Net change by Change Orders	$22,143.88
3. CONTRACT SUM TO DATE (Line 1 +- 2)	$533,043.88
4. TOTAL COMPLETED & STORED TO DATE (Column I on G703)	$533,043.88
5. RETAINAGE:	
a. 5.00% of Completed Work (Column F + G on G703)	
b. _____ of Stored Material (Column H on G703)	
Total Retainage (Line 5a + 5b or Total in Column L of G703)	
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$533,043.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$506,391.68
8. CURRENT PAYMENT DUE	$26,652.20
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	

State of: IA
Subscribed and sworn to before me this 23rd day of November, 2020

Notary Public: Amy DeMeulenaere

My Commission Expires: 3-6-23

AMY DEMEULENAERE
Commission Number 751610
My Commission Expires
March 06, 2023

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 26,652.20
Twenty Six Thousand Six Hundred Fifty Two Dollars and Twenty Cents

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT: Solum Lang Architects
By: _____ Date: 2021.02.02

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

CONTINUATION SHEET AIA DOCUMENT G703 **PROJECT: 54124** **REGULAR ITEMS** PAGE 2 of 4

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest doll
Use **Column L** on Contracts where variable retainage for lin

CONTRACT DATE:
FROM: 11/1/2020
TO: 11/30/2020

APPLICATION NO: 08
INVOICE NO: 001488
PROJECT NO: 54124
ARCHITECT PROJECT NO: 26124

A	B	C	D	E	F	G	H	I	J	K	L	M
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
1												
2	***Division 1 - General Requirement***											
3	Bonds / Insurance / Permits		10,585.00	10,585.00	100%				10,585.00	100%		
4	Mobilization & Equipment		1,985.00	1,985.00	100%				1,985.00	100%		
5	Management / Supervision / Admin.		42,590.00	42,590.00	100%				42,590.00	100%		
6	Temporary Utilities / Dumpster		3,140.00	3,140.00	100%				3,140.00	100%		
7	Temporary Construction		1,505.00	1,505.00	100%				1,505.00	100%		
8	Clean-Up		3,140.00	3,140.00	100%				3,140.00	100%		
9	***Division 2 - Existing Conditions:***											
10	Selective Demolition		32,745.00	32,745.00	100%				32,745.00	100%		
11	***Division 3 - Concrete:***											
12	Maint. of Cast-In-Place Concrete		4,265.00	4,265.00	100%				4,265.00	100%		
13	***Division 4 - Masonry:***											
14	Concrete Unit Masonry		34,915.00	34,915.00	100%				34,915.00	100%		
15	***Division 5 - Metals:***											
16	Miscellaneous Brackets & Angles		3,135.00	3,135.00	100%				3,135.00	100%		
17	***Division 6 - Wood, Plastics & Com***											
18	Rough Carpentry		1,785.00	1,785.00	100%				1,785.00	100%		
19	***Division 7 - Thermal & Moist. Prot***											
20	Firestopping		1,865.00	1,865.00	100%				1,865.00	100%		
21	Joint Sealants		2,480.00	2,480.00	100%				2,480.00	100%		
22	***Division 8 - Openings:***											
23	Access Doors		1,335.00	1,335.00	100%				1,335.00	100%		
24	Frosted Film on Glazing		990.00	990.00	100%				990.00	100%		
25	***Division 9 - Finishes:***											
26	Non-Structural Metal Framing		3,920.00	3,920.00	100%				3,920.00	100%		
27	Gyp. Bd./Tile Backer/Plaster/Patching		6,325.00	6,325.00	100%				6,325.00	100%		
28	Ceramic Tiling		99,140.00	99,140.00	100%				99,140.00	100%		
29	Acoustic Panel Ceilings		7,145.00	7,145.00	100%				7,145.00	100%		
30	Resilient Tile Flooring		1,380.00	1,380.00	100%				1,380.00	100%		
31	Portland Cement Terrazzo Flooring		9,040.00	9,040.00	100%				9,040.00	100%		
32	Interior Painting		3,545.00	3,545.00	100%				3,545.00	100%		
33	***Division 10 - Specialties:***											
34	Plastic Toilet Compartments		24,790.00	24,790.00	100%				24,790.00	100%		
35	Toilet, Bath, and Laundry Accessories		15,685.00	15,685.00	100%				15,685.00	100%		
	PAGE TOTALS		**$317,430.00**	**$317,430.00**	**100%**				**$317,430.00**	**100%**		
	REGULAR ITEM TOTALS		**$510,900.00**	**$510,900.00**	**100%**				**$510,900.00**	**100%**		
	CHANGE ORDERS		**$22,143.88**	**$22,143.88**	**100%**				**$22,143.88**	**100%**		
	GRAND TOTALS		**$533,043.88**	**$533,043.88**	**100%**				**$533,043.88**	**100%**		

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

CONTINUATION SHEET AIA DOCUMENT G703 **PROJECT: 54124** **REGULAR ITEMS** PAGE 5 of 14

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest doll
Use **Column L** on Contracts where variable retainage for lin

CONTRACT DATE:
FROM: 11/1/2020
TO: 11/30/2020

APPLICATION NO: 08
INVOICE NO: 001488
PROJECT NO: 54124
ARCHITECT PROJECT NO: 26124

A	B	C	D	E	F	G	H	I	J	K	L	M
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
ITEM NO	DESCRIPTION OF WORK	BILLING CODES	AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
36	***Division 12 - Furnishings:***											
37	Solid Surface Countertops		25,595.00	25,595.00	100%				25,595.00	100%		
38	Re-install Lockers		860.00	860.00	100%				860.00	100%		
39	Re-install Casework		1,570.00	1,570.00	100%				1,570.00	100%		
40	***Division 21 - Fire Suppression:***											
41	Fire Suppression / Sprinkler		3,945.00	3,945.00	100%				3,945.00	100%		
42	Divisions 22 & 23 - Plbg. & HVAC:											
43	Plumbing Materials		54,960.00	54,960.00	100%				54,960.00	100%		
44	Plumbing Labor		35,040.00	35,040.00	100%				35,040.00	100%		
45	HVAC Materials		7,260.00	7,260.00	100%				7,260.00	100%		
46	HVAC Labor		11,255.00	11,255.00	100%				11,255.00	100%		
47	Insulation		8,985.00	8,985.00	100%				8,985.00	100%		
48	TAB		5,115.00	5,115.00	100%				5,115.00	100%		
49	***Divisions 26 & 28 - Electrical:***											
50	Permits / Fees		415.00	415.00	100%				415.00	100%		
51	Mobilization		1,555.00	1,555.00	100%				1,555.00	100%		
52	Demolition		2,075.00	2,075.00	100%				2,075.00	100%		
53	Temp Power & Lighting		1,035.00	1,035.00	100%				1,035.00	100%		
54	Schedule & Coordination		1,035.00	1,035.00	100%				1,035.00	100%		
55	Closeout		415.00	415.00	100%				415.00	100%		
56	Training & Record Documentation		210.00	210.00	100%				210.00	100%		
57	Lighting Fixtures & Controls - Supplie		14,515.00	14,515.00	100%				14,515.00	100%		
58	Lighting Fixtures & Controls - Mat'l		1,035.00	1,035.00	100%				1,035.00	100%		
59	Lighting Fixtures & Controls - Labor		1,555.00	1,555.00	100%				1,555.00	100%		
60	Branch Lighting - Material		1,865.00	1,865.00	100%				1,865.00	100%		
61	Branch Lighting - Labor		3,010.00	3,010.00	100%				3,010.00	100%		
62	Branch Power - Material		1,245.00	1,245.00	100%				1,245.00	100%		
63	Branch Power - Labor		2,385.00	2,385.00	100%				2,385.00	100%		
64	Fire Alarm - Supplier		5,185.00	5,185.00	100%				5,185.00	100%		
65	Fire Alarm - Material		520.00	520.00	100%				520.00	100%		
66	Fire Alarm - Labor		830.00	830.00	100%				830.00	100%		
67												
68												
69												
70												
	PAGE TOTALS		**$193,470.00**	**$193,470.00**	**100%**				**$193,470.00**	**100%**		
	REGULAR ITEM TOTALS		**$510,900.00**	**$510,900.00**	**100%**				**$510,900.00**	**100%**		
	CHANGE ORDERS		**$22,143.88**	**$22,143.88**	**100%**				**$22,143.88**	**100%**		
	GRAND TOTALS		**$533,043.88**	**$533,043.88**	**100%**				**$533,043.88**	**100%**		

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

CONTINUATION SHEET AIA DOCUMENT G703 | **PROJECT:** 54124 | **CHANGE ORDERS** | PAGE 4 OF 4

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

CONTRACT DATE:
FROM: 11/1/2020
TO: 11/30/2020

APPLICATION NO:
INVOICE NO:
PROJECT NO:
ARCHITECT PROJECT NO:

A	B	C	D	E	F	G	H	I	J	K	L	M	N
				SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND TO DATE		BALANCE TO FINISH	
ITEM NO	DESCRIPTION OF WORK	CHANGE ORDER NUMBER	BILLING CODES	AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED TO DATE AMOUNT	STORED TO DATE COMPLETE	BALANCE	RETAINAGE
1	***Change Orders***												
2	Change Order 0001	Change Order 001		5,799.55	5,799.55	100%				5,799.55	100%		
3	COR 006-ITC 002	COR 0006		1,656.71	1,656.71	100%				1,656.71	100%		
4	COR 007 Added Grab Bar	COR 7		633.42	633.42	100%				633.42	100%		
5	COR 008-Construct New Bulkheads a	COR 008		1,288.07	1,288.07	100%				1,288.07	100%		
6	COR 009-Firewall at Taft	COR 009		2,238.95	2,238.95	100%				2,238.95	100%		
7	COR 011-New Wall at Roosevelt	COR 011		3,314.83	3,314.83	100%				3,314.83	100%		
8	COR 010-Revised Plumbing Routing	COR 10		2,131.53	2,131.53	100%				2,131.53	100%		
9	COR 005R3-ITC 001	COR 05		5,080.82	5,080.82	100%				5,080.82	100%		
10													
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35													
	PAGE TOTALS			**$22,143.88**	**$22,143.88**	**100%**				**$22,143.88**	**100%**		
	CHANGE ORDER TOTAL			**$22,143.88**	**$22,143.88**	**100%**				**$22,143.88**	**100%**		
	REGULAR ITEMS TOTALS			**$510,900.00**	**$510,900.00**	**100%**				**$510,900.00**	**100%**		
	GRAND TOTALS			**$533,043.88**	**$533,043.88**	**100%**				**$533,043.88**	**100%**		

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

CONSENT AGENDA

BA-21-237 **Final Approval – Harding Middle School– Roof Improvements Project - Bid Package 2 - Certificate of Substantial Completion (Jon Galbraith)**

Exhibit: BA-21-237.1-3

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $699,500, plus net Change Order totaling $3,500, for a final contract price of $703,000 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on September 29, 2020.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Harding Middle School – Roof Improvements Project - Bid Package 2.

AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
CRCSD 2020-21 Roof Improvements Bid Package 2 - Harding Middle School
Cedar Rapids

CONTRACT INFORMATION:
Contract For: General Construction

Date: March 10, 2020

CERTIFICATE INFORMATION:
Certificate Number: 01

Date: October 5, 2020

OWNER: *(name and address)*
Cedar Rapids Community School District
Educational Leadership Support Center
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405

ARCHITECT: *(name and address)*
Solum Lang Architects, LLC
1101 Old Marion Road NE
Cedar Rapids, Iowa 52402

CONTRACTOR: *(name and address)*
Advance Builders Corps
325 Waconia Court SW
Cedar Rapids, Iowa 52404

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.)
Complete Project

Solum Lang Architects, LLC		Jeffrey J Portman	September 29, 2020
ARCHITECT *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**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.)
See Attached Punchlist

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 ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $2,500

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:

Advance Builders Corps		Brandon Smalley - Project Manager	October 21,2020
CONTRACTOR *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**
Cedar Rapids Community School District			
OWNER *(Firm Name)*	**SIGNATURE**	**PRINTED NAME AND TITLE**	**DATE**

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User Notes:
(3B9ADA47)

APPLICATION FOR PAYMENT

TO OWNER: Cedar Rapids Communtiy Schools
2500 Edgewood Road NW
Cedar Rapids, IA 52405
Chris Gates

FROM CONTRACTOR: Advance Builders Corp
325 Waconia Ct. . SW
Cedar Rapids,, IA 52404

PROJECT: CRCSD Harding 2020
CRCSD Harding MS 2020
Harding Middle School
Cedar Rapids

ARCHITECT: Solum Lang Architects LLC
1101 Ol;d Marion Rd NE
Cedar Rapids, IA 52404

APPLICATION NO. 5 Final
PERIOD TO: 12/23/2020
PROJECT #s: CRCSD Harding 2020
CONTRACT DATE: 03/10/2020

Distribution to:
- OWNER
- CONTRACTOR
- ARCHITECT

CONTRACT FOR: CRCSD 2020-21 Roof Imp. Bid Pkg 2 Harding MS

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1.	**ORIGINAL CONTRACT AMOUNT**		$699,500.00
2.	**NET CHANGE BY CHANGE ORDERS**		$3,500.00
3.	**CONTRACT AMOUNT TO DATE** (Line 1 +/- 2)		$703,000.00
4.	**TOTAL COMPLETED AND STORED TO DATE** ..... (Column G on Continuation Page)		$703,000.00
5.	**RETAINAGE:**		
	a. 0.00% of Completed Work (Columns D + E on Continuation Page)	$0.00	
	b. 0.00% of Stored Material (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$0.00
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 minus Line 5 Total)		$703,000.00
7.	**LESS PREVIOUS APPLICATIONS FOR PAYMENT**..... (Line 6 from prior Application)		$667,850.00
8.	**CURRENT PAYMENT DUE**.....		**$35,150.00**
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 minus Line 6)	$0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$3,500.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$3,500.00	$0.00
NET CHANGES by Change Order	$3,500.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Advance Builders Corp

By: Greg Galloway Date: 12-23-2020

State of: IOWA

County of: Linn

Subscribed and sworn to before me this 23rd day of December 2020

Notary Public: Stephanie Brady

My Commission Expires: 6-3-23

NOTARIAL SEAL IOWA
STEPHANIE BRADY
Commission Number 716777
My Commission Expires
June 03, 2023

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quaility of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED $35,150.00

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

ARCHITECT: Solum Lang Architects

By: Date: 2020.12.28

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

APPLICATION FOR PAYMENT
containing Contractor's signed Certification is attached.
Use Column I when variable retainage for line items may apply.

PROJECT: CRCSD Harding 2020
CRCSD Harding MS 2020

APPLICATION NO.: 5 Final
APPLICATION DATE: 12/23/2020
PERIOD TO: 12/23/2020
PROJECT #s: CRCSD Harding 2020

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED VALUE	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Mobilization	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100%	$0.00	
2	Roofing and Sheetmetal Mateials	$375,000.00	$375,000.00	$0.00	$0.00	$375,000.00	100%	$0.00	
3	Roofing Labor	$225,000.00	$225,000.00	$0.00	$0.00	$225,000.00	100%	$0.00	
4	Sheetmetal Labor	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100%	$0.00	
5	Misc. (bond,freight, equipment, etc.	$59,500.00	$59,500.00	$0.00	$0.00	$59,500.00	100%	$0.00	
6	Change Order #1	$3,500.00	$3,500.00	$0.00	$0.00	$3,500.00	100%	$0.00	
	TOTALS	$703,000.00	$703,000.00	$0.00	$0.00	$703,000.00	100%	$0.00	

CONSENT AGENDA

BA-21-238 **Preliminary Approval – Coolidge Elementary – Demolition Package (Jon Galbraith)**

Exhibit: BA-21-238.1-2

Action Item

Pertinent Fact(s):

1. The Administration herewith submits specification and form of contract for Cedar Rapids Community School District - Coolidge Elementary School - Demolition Project.

2. Schedule leading to award of contract:

Notice to Bidders	Publish	February 9, 2021
Receive Bids	2:30pm	February 25, 2021
Notice of Public Hearing	Publish	March 3, 2021
Hold Public Hearing	5:30pm	March 8, 2021
Award Contract	5:30pm	March 8, 2021

3. The project consists of the demolition of the entire existing Coolidge Elementary School. The Architect's estimate for construction is $200,000.00 and the funding source for this project is the Physical Plant and Equipment Levy Fund (PPEL).

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Coolidge Elementary School - Demolition Project.

OPN ARCHITECTS

Cedar Rapids
200 Fifth Avenue SE Ste. 201
Cedar Rapids, Iowa 52401
(319) 363-6018

Des Moines
100 Court Avenue Ste. 100
Des Moines, Iowa 50309
(515) 309-0722

Iowa City
24 ½ S. Clinton Street Ste. 1
Iowa City, Iowa 52240
(319) 363-6018

Madison
301 N. Broom Street Ste. 100
Madison, Wisconsin 53703
(608) 819-0260

opnarchitects.com

February 2, 2021

Mr. Jon Galbraith
Building and Grounds Manager
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

RE: Probable Cost of Demolition of Existing Coolidge at the New Elementary at the Coolidge Site

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: $200,000.00

Respectfully,

Roger B. Worm, AIA
OPN Architects, Inc.

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the State of Iowa.

Name: Roger B. Worm
Discipline: Architecture
License Renewal Date: 06.30.2021
Issue Date: 12.29.2020

Sheets of pages covered by this seal: ALL

Signature:

Copy: David Nicholson, CRCSD
Joseph M. Tursi, OPN

OPN ARCHITECTS

*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 vary from the Opinion of Probable Construction Costs.

CONSENT AGENDA

BA-21-239 **Preliminary Approval - Franklin Middle School – Roof Top Unit Replacement Project (Tammy Carter)**

Exhibit: BA-21-239.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submits specification and form of contract for Cedar Rapids Community School District—Franklin Middle School—Roof Top Unit Replacement Project.

2. Schedule leading to award of contract:

Notice to Bidders	Publish	February 9, 2021
Receive Bids	2:30pm	February 25, 2021
Notice of Public Hearing	Publish	March 3, 2021
Hold Public Hearing	5:30pm	March 8, 2021
Award Contract	5:30pm	March 8, 2021

3. The project consists of roof top unit replacement at Franklin Middle School. The Architect's estimate for construction is $250,000 and the funding source for this project is the Physical Plant and Equipment Levy Fund (PPEL).

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Franklin Middle School - Roof Top Unit Replacement Project.

SOLUM LANG
architects, llc

February 2, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

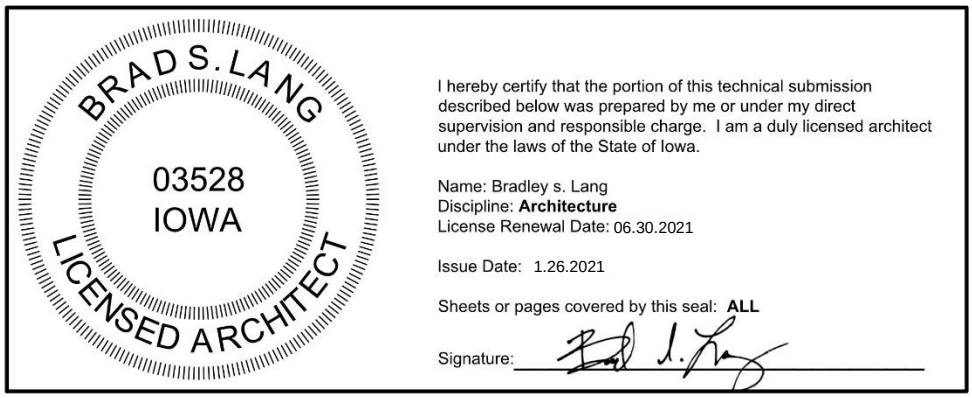
RE: Probable Cost of CRCSD 2021-22 RTU Replacement – Franklin Middle School

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: $250,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Jeff Portman, 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.

CONSENT AGENDA

BA-21-240 **Preliminary Approval - Grant Elementary School & Wilson Middle School – ADA Restroom Project (Jon Galbraith)**

Exhibit: BA-21-240.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submits specification and form of contract for Cedar Rapids Community School District—Grant Elementary School and Wilson Middle School—ADA Restroom Projects.

2. Schedule leading to award of contract:

Notice to Bidders	Publish	February 9, 2021
Receive Bids	2:30pm	February 25, 2021
Notice of Public Hearing	Publish	March 3, 2021
Hold Public Hearing	5:30pm	March 8, 2021
Award Contract	5:30pm	March 8, 2021

3. The project consists of restroom upgrades per the plans and specs. The Architect's estimate for construction is $320,000, and the funding source for this project is the Physical Plant and Equipment Levy Fund (PPEL).

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Grant Elementary School and Wilson Middle School—ADA Restroom Project.

SOLUM LANG
architects, llc

February 2, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

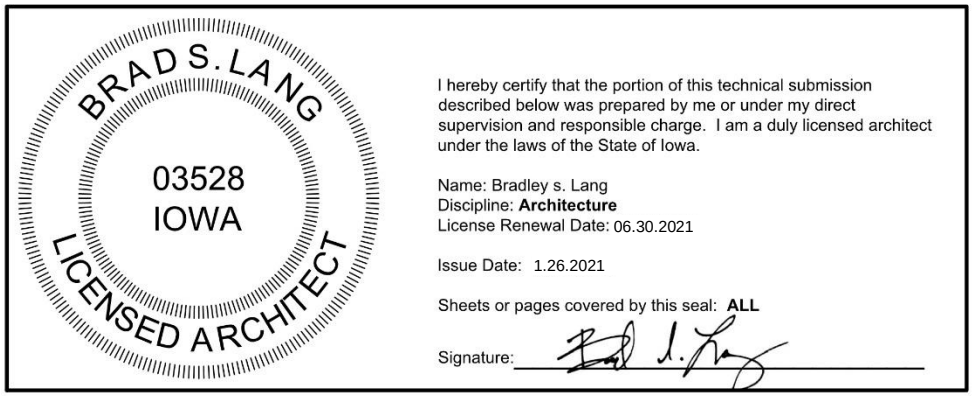
RE: Probable Cost of CRCSD 2021-22 Restroom Upgrades – Grant Elementary and Wilson Middle School

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: $320,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Jeff Portman, 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.

CONSENT AGENDA

BA-21-241 **Preliminary Approval – Jefferson High School - Auditorium Seating Project (Rich Reysack)**

Exhibit: BA-21-241.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submits specification and form of contract for Cedar Rapids Community School District Jefferson High School - Auditorium Seating Project.

2. Schedule leading to award of contract:

Notice to Bidders	Publish	January 26, 2021
Receive Bids	2:30pm	February 11, 2021
Notice of Public Hearing	Publish	March 3, 2021
Hold Public Hearing	5:30pm	March 8, 2021
Award Contract	5:30pm	March 8, 2021

3. The project consists of the replacement of auditorium seating at Jefferson High School per the plans and specs. The Architect's estimate for construction is $150,000.00 and the funding source for this project is the Physical Plant and Equipment Levy Fund (PPEL).

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Jefferson High School - Auditorium Seating Project.

SOLUM LANG
architects, llc

January 19, 2021

Mr. Jon Galbraith
Construction Projects Supervisor, Building and Grounds
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, IA 52405

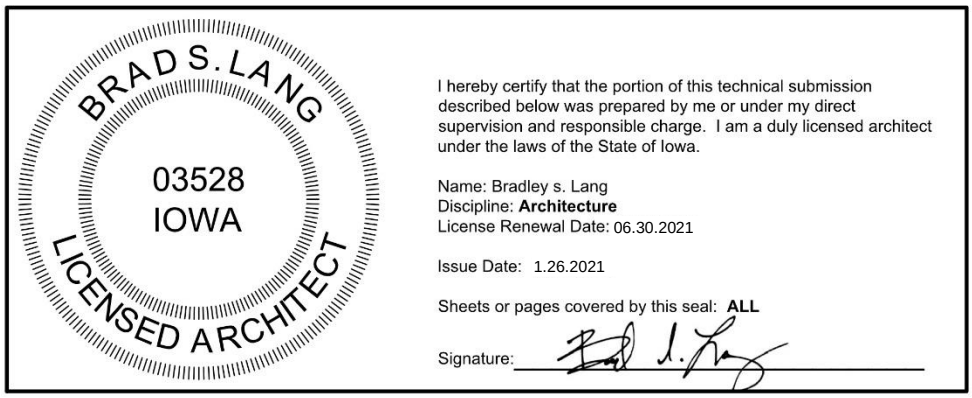
RE: Probable Cost of CRCSD 2021-22 Auditorium Seating – Jefferson High School

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: $150,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Jeff Portman, 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.

CONSENT AGENDA

BA-21-242 **Agreement – Cedar Rapids Community School District and Nepris – 2021-2022 School Year (John Rice/Tara Troester)**

Exhibit: BA-21-242.1-3

Action Item

Pertinent Fact(s):

The on-going Agreement will provide Elementary, Middle and High School Students and Staff industry connections for context behind classroom content and provide relevancy for students as they explore career pathways. Nepris provides virtual industry connection through classroom speakers. The Agreement will supplement the local work-based learning opportunities with Workplace Learning Connection without supplanting their services.

- Unlimited requests for live virtual speakers, career video library, and virtual industry chats as organized by Nepris
- Agreement includes pro-rated elementary subscription and 1-year District subscription purchased with Perkins Grant Funds
- Provides additional engagement opportunities for district's Individual Career and Academic Plan
- Provides our first comprehensive career exploration resource

Recommendation:

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

nepris

Quote

(valid for 30 days)

2/3/2021

Tara Troester
Cedar Rapids Schools
ttroester@crschools.us

Nepris is a market leading solution for connecting industry and education. The Nepris online platform will enable Cedar Rapids Schools educators and students to engage virtually with career professionals from around the world to bring real world relevance and career exposure to every student.

SITE PURCHASE AND SUBSCRIPTION: Unlimited campus-wide access to Nepris for 31 site(s) for 12 months in addition to a 6 month prorated term

Type	Term	Number of Sites	Price Per Site	Total Annual Price
Nepris Site License District-wide purchase.	2021-2022 Annual Subscription Renewal. Unlimited access for all teachers and students.	31	~~$5,000~~ **$2,742**	$84,994
Nepris Site License Prorated District Subscription	Prorated subscription for balance of 2020-2021 School year. Unlimited access for all teachers and students.	21	~~$5,000~~ **$1,371**	$28,791
			ANNUAL TOTAL	**$113,785**
			TOTAL CONTRACT SAVINGS	*$146,215*

Terms of Discount(s): The above discounts are predicated on the District subscription. The above includes a 12 month renewal and a 6 months prorated term. The prorated term amount of $28,791 will be due net 30 of the invoice. The $84,994 balance of the invoice will be due August of 2021.

SUBSCRIPTION TERMS:

- This agreement will take effect upon signature and shall remain in effect for 1 year(s).
- Service start date will begin within 24 hours from Nepris' delivering an invoice or receipt of a purchase order
- Technical support is available from 8am to 5pm Central Standard Time. Please email support@nepris.com for technical support.
- All users of nepris.com and its subdomains are subject to the terms of use statement available at: http://nepris.com/terms

SUBSCRIPTION PACKAGE SERVICES INCLUDE:

- Online support from 8:00 am – 5:00 pm central time during non-holiday weekdays via phone, email or live chat.

STANDARD IMPLEMENTATION SERVICES INCLUDE:

- Technical support for all LIVE sessions
- OnDemand Training Videos
- Nepris Newsletters/Mailers
- Weekly Webinars
- Nepris OnDemand Learning
- Implementation Planning Meeting
- Virtual Staff Training
- Train-the-Trainer Toolkit
- 30/60/90 Day Usage Summary
- Virtual Staff Training
- Train-the-Trainer Consulting Session
- Mid-Year Review
- Admin Training

USAGE:

- Licensed teacher users will have unlimited access to all Nepris features including: Industry Chats, Teacher-Requested Sessions, Video Library, and Career Exploration.
- Nepris does not support any in-person visits. All requests are serviced online and virtually.
- District will agree that licensed users will not solicit industry professionals on Nepris for any engagements outside of the Nepris platform
- School district can invite their business partners to participate.
- Nepris support team will provide support to get teachers prepared and ready for live industry sessions.
- Admin Dashboard is available to run activity reports.

TECHNOLOGY

School district will be responsible to equip the teachers with the necessary technology required for optimal experience of the Nepris online platform. To use the Nepris website effectively and to participate in a virtual session, teachers will need to have the following:

System Requirements

- An internet connection – broadband wired or wireless (4G/LTE)
- Speakers and a microphone – built-in, USB plug-in and wireless
- A webcam or HD webcam - built-in or USB plug-in
- If using in a classroom setting, projector and screen to display presenter to the class.

Supported Operating Systems

- Mac OS X
- Windows 10
- Chromebook
- IOS and Android mobile devices

Browsers - Google Chrome, Safari, Firefox, Microsoft Edge, Internet Explorer 11

Single-Sign-On (SS0) - available via SAML 2.0. Additional implementation fees may apply.

DATA:

Nepris provides the ability to record every virtual session so that teachers can reuse the recording for homework and further review in their classrooms. Companies record their sessions so that other classrooms can benefit from them, too.

- School district and its affiliated schools provide Nepris permission to record (audio and video) every virtual session to add to the Nepris archive mainly to capture the industry engagement. Nepris guarantees that no student images will be retained in any form in these recordings at any point of time. If student voices are retained, personal identifiable information will be removed.
- Nepris ensures that no student information will be displayed publicly in the Nepris site or in any other social media site without prior written permission.
- Nepris is compliant with COPPA and FERPA guidelines.
- All teacher information in Nepris will be treated as private and confidential.
- Access Nepris privacy terms at https://nepris.com/privacy.

PAYMENT TERMS:

- No sales tax or usage fees are included in this proposal.
- Payment: Terms are net 30 days after receipt of a valid invoice.
- This subscription to the Nepris platform will be invoiced annually up to 30 days prior to the renewal date.

Approved for purchase by: _____ **Date:** _____

ADMINISTRATION

BA-21-157/05 Pandemic and Return to Learn Plans (Nancy Humbles/Noreen Bush)

Information Item

Pertinent Fact(s):

The Administration and Board of Education will have an opportunity to discuss the current school-related decisions to the pandemic and Return to Learn Plans.

LEARNING & LEADERSHIP

BA-21-243 Anti-Racism Initiatives - Update (Noreen Bush)

Information Item

Strategic Plan/Focus Areas

☒ **Culture**
☒ **Student Learning**
☒ **Workforce**
☐ **Systems and Resources**

Pertinent Fact(s):

The Administration will provide an update on the anti-racism initiatives and themes that resulted from the Town Hall conversations, including action steps:

- Student Voice
- Professional Learning & Development
- Teaching & Learning
- Staffing & Diversifying Workforce
- Community & Parent Support

LEARNING & LEADERSHIP

BA-21-244 Family Engagement Overview (Nicole Kooiker/Justin Blietz)

Exhibit: BA-21-244.1-16

Information Item

Strategic Plan/Focus Areas

☒ **Culture**
☒ **Student Learning**
☒ **Workforce**
☐ **Systems and Resources**

Pertinent Fact(s):

The Administration will provide an overview of the family engagement initiative with date and metrics.

Cedar Rapids Community School District

Every Learner: Future Ready

Family Engagement Overview

When home-school partnerships are an instructional strategy, students…

…adapt better to school and **attend** more regularly

…exhibit faster rates of **literacy** acquisition

…have **better social skills** and behavior

…enroll in **higher level** programs

…are promoted more and earn **more credits**

…earn **higher grades** and test scores

…**graduate** and go on to higher education

Dr. Karen Mapp

What works?

1

Make positive, **personal connections** with every family.

2

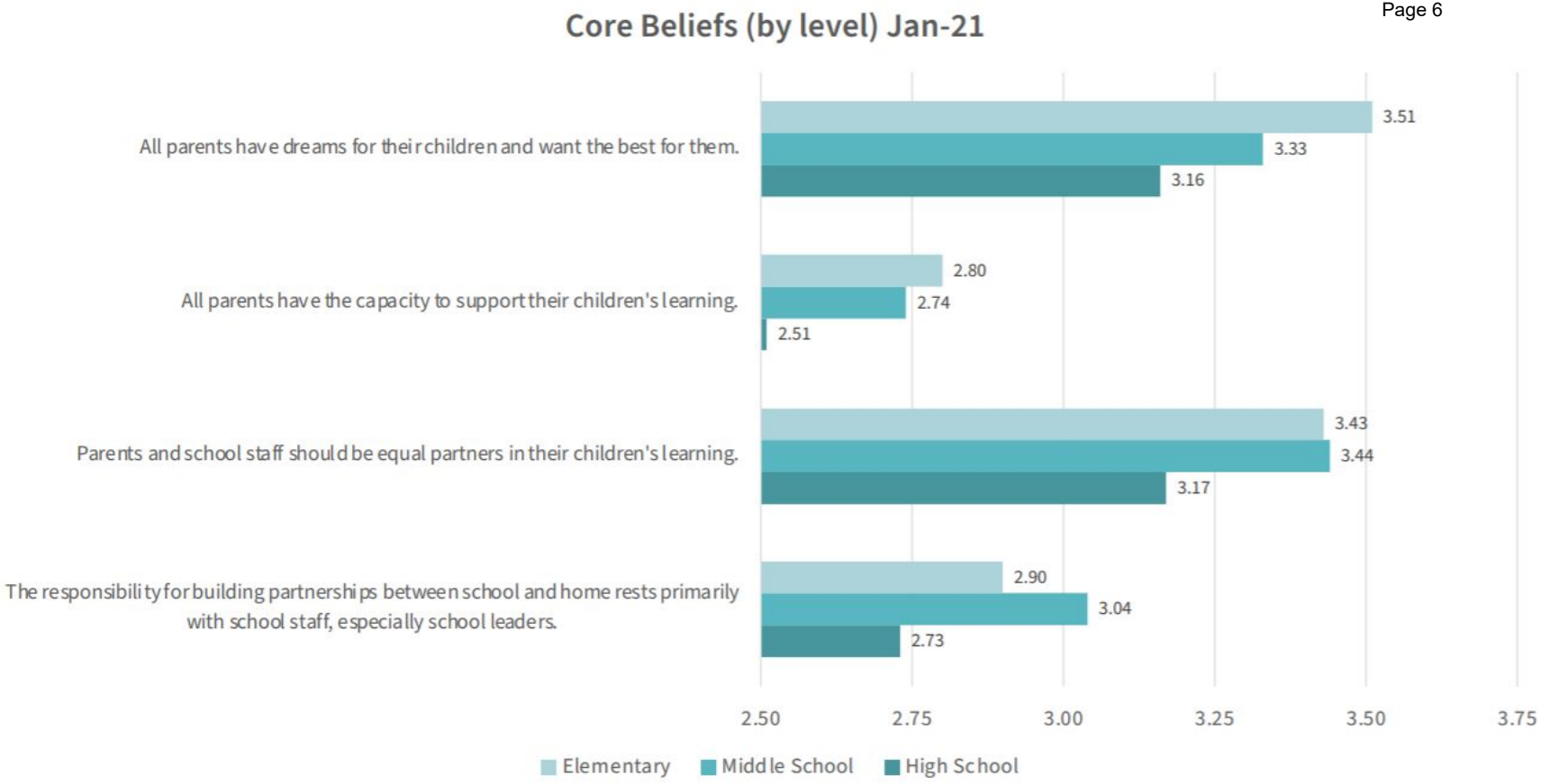
Ensure all families can answer, **"is my child at, above, or below grade level?"**

3

Do more than model... ensure **families rehearse** what you want them to do at home.

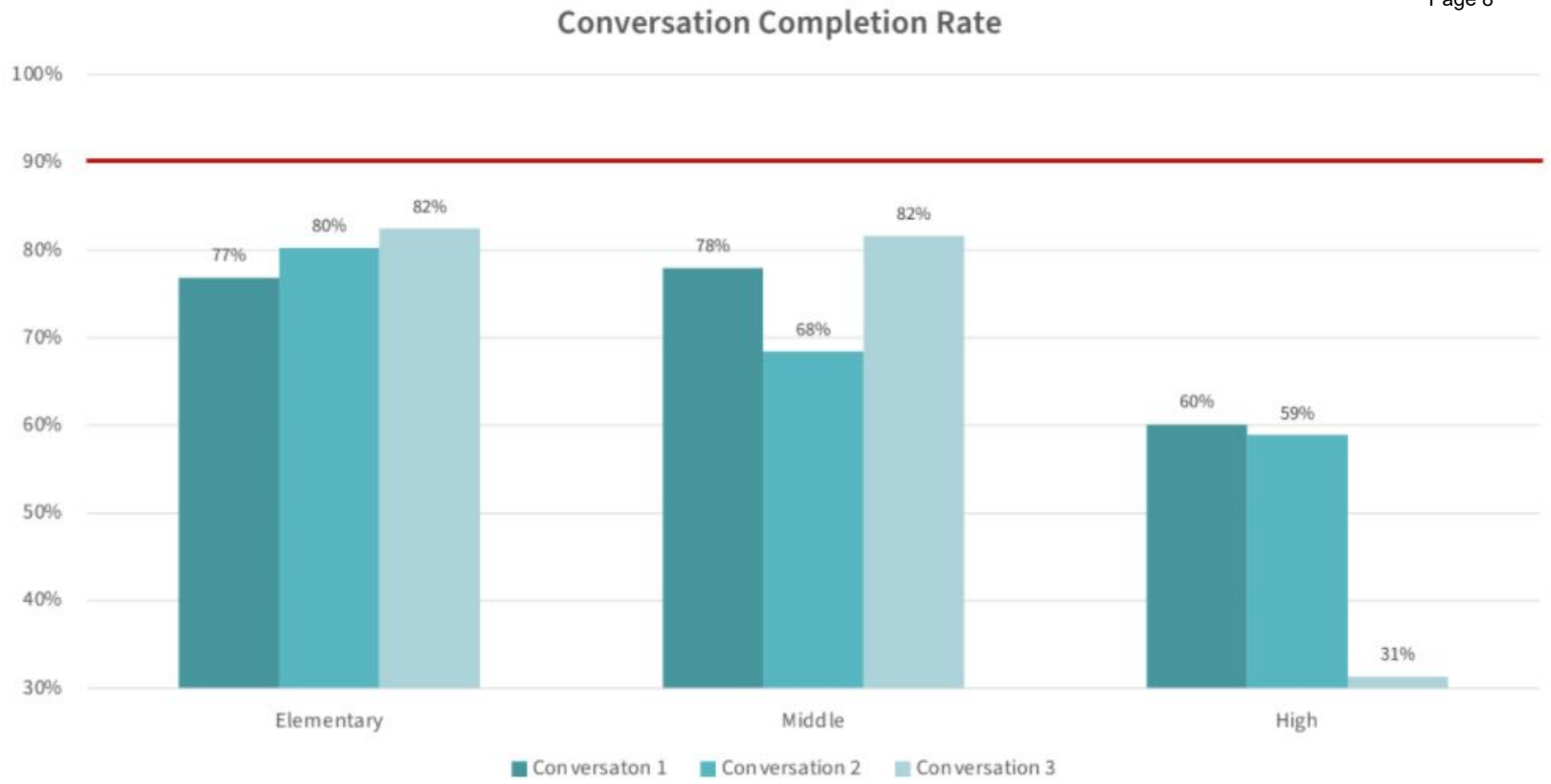
Core Beliefs

1. All families have dreams for their children and want the best for them.
2. All families have the capacity to support their children's learning.
3. Families and school staff should be equal partners.
4. The responsibility for building & sustaining partnerships between school and home rests primarily with school staff, especially school leaders.


Core Beliefs (by level) Jan-21
All parents have dreams for their children and want the best for them.
3.51
3.33
3.16
All parents have the capacity to support their children's learning.
2.80
2.74
2.51
Parents and school staff should be equal partners in their children's learning.
3.43
3.44
3.17
The responsibility for building partnerships between school and home rests primarily with school staff, especially school leaders.
2.90
3.04
2.73
2.50
2.75
3.00
3.25
3.50
3.75
Elementary
Middle School
High School

Goal:

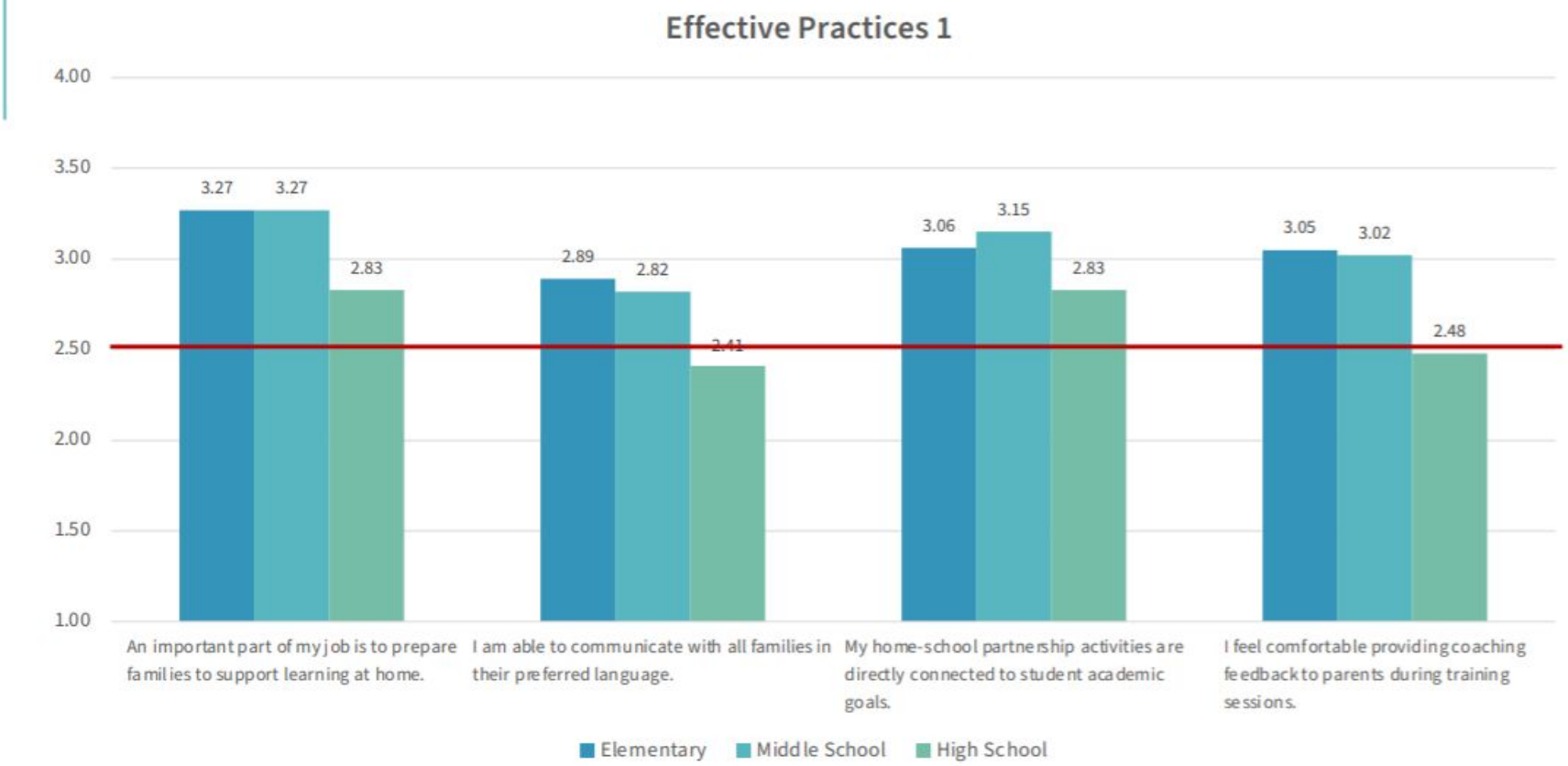
- Each CRCSD family will receive two-way communication at least three times over the course of the first semester

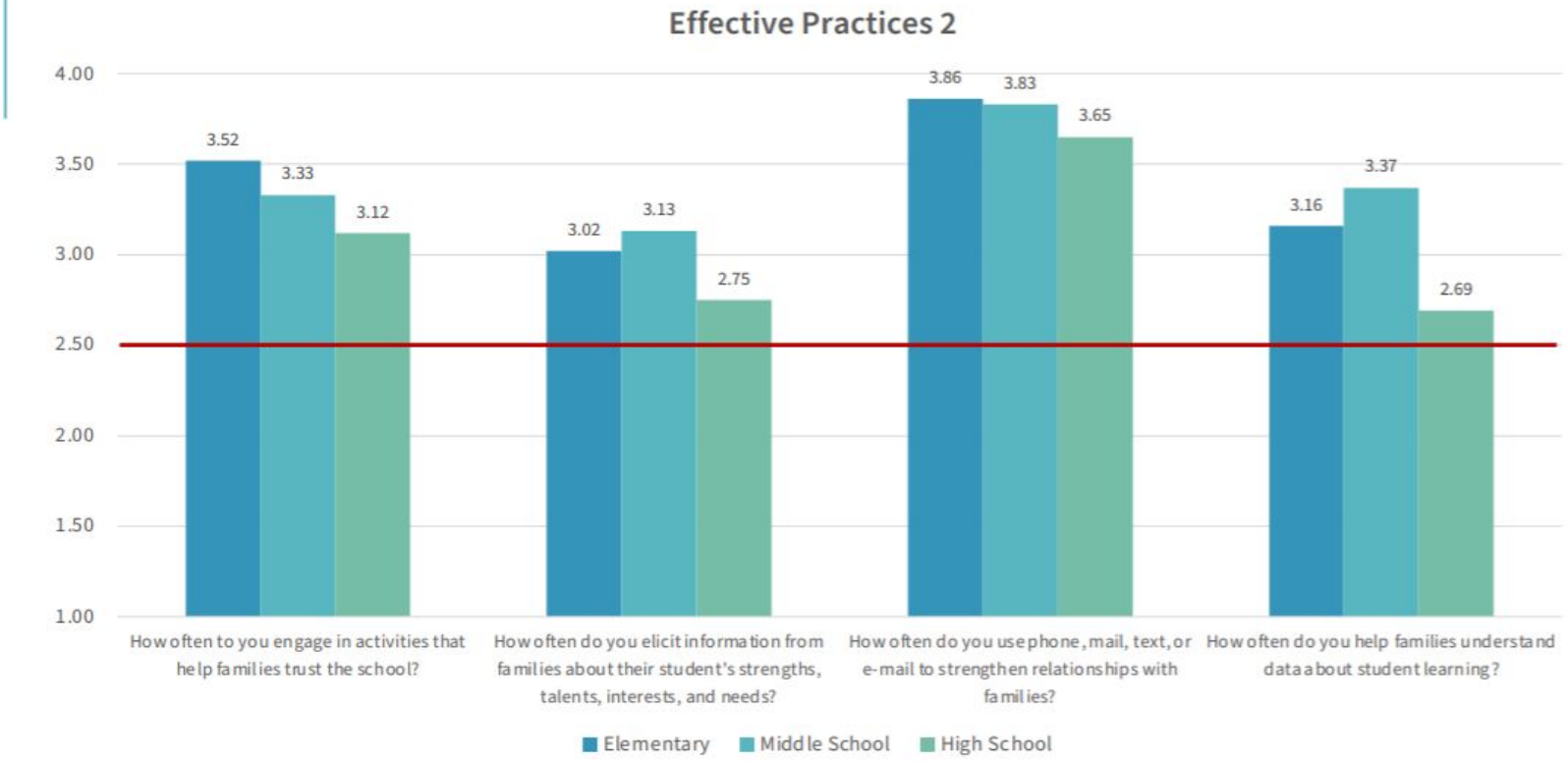

Conversation Completion Rate
100%
90%
80%
70%
60%
50%
40%
30%
77%
80%
82%
78%
68%
82%
60%
59%
31%
Elementary
Middle
High
Conversaton 1
Conversation 2
Conversation 3

Goals:

1. 90% of families will report they have regular access to their child's teacher
2. 90% of families will report feeling connected to their child's teacher
3. 90% of families will report that they know the learning expectations for their child and how to access resources
4. 90% of families will report that they know how their child is performing academically
5. 90% of families will report that they feel like a collaborative partner in their child's education

There will be no gaps between demographic groups


Effective Practices 1
4.00
3.50
3.00
2.50
2.00
1.50
1.00
3.27
3.27
2.83
2.89
2.82
2.41
3.06
3.15
2.83
3.05
3.02
2.48
An important part of my job is to prepare families to support learning at home.
I am able to communicate with all families in their preferred language.
My home-school partnership activities are directly connected to student academic goals.
I feel comfortable providing coaching feedback to parents during training sessions.
Elementary
Middle School
High School


Effective Practices 2
4.00
3.50
3.00
2.50
2.00
1.50
1.00
3.52
3.33
3.12
3.02
3.13
2.75
3.86
3.83
3.65
3.16
3.37
2.69
How often to you engage in activities that help families trust the school?
How often do you elicit information from families about their student's strengths, talents, interests, and needs?
How often do you use phone, mail, text, or e-mail to strengthen relationships with families?
How often do you help families understand data about student learning?
Elementary
Middle School
High School

“The partnership between parents and teachers has really helped students learn new skills at a faster rate, especially when we had to go to the remote learning format” - elementary teacher

“I have been able to positively connect with families that did not previously have a “relationship” with our building. I have received multiple texts expressing how thankful they are for the communication.” - middle school teacher

After working with family a “child with 50% attendance is now attending 100% of the time… EVERY SINGLE DAY FOR THE LAST 30 DAYS!” - elementary teacher

“I have always worked hard to make connections with my students and their families. I was very worried this school year as a remote teacher that I wouldn't be able to establish those connections but was I ever wrong. I feel a very strong connection with both my students and their families! This has grown as we lean on each other to help these children to grow and flourish both academically and socially/emotionally during this unprecedented school year.” - elementary teacher

“I had a parent tell me that this is the best relationship they have ever had with their child’s teacher. She is very thankful for all we do.” - elementary teacher

“One parent became involved in their child's learning at home when I gave two specific things she could do each day to help her child learn. She emailed her excitement when she saw her child's growth in skills.” - elementary teacher

“Students and families are reaching out to me when they need help with scheduling changes or are struggling. They are comfortable talking to me and appreciate my help.” - high school teacher

Parents love the option of Google Meet due to the fact that they are not able to come into the building to discuss or share information face-to-face. This gives them the opportunity to see the person they are speaking to instead of solely hearing me. I like to offer Google or FaceTime meetings to speak with parents. - elementary teacher

A remote student wasn't logging in to i-Ready. When dad learned what the program was and how it could help the child, AND how far below grade level the student was, the student began attending sessions and started making progress. I followed up with an additional message celebrating the success, and dad was overjoyed! - middle school teacher

Building Level

1 Year

- Building staff **believe all families can support** student learning.
- Building staff use **multiple communication channels** to connect with families/caregivers.
- Building staff participate in **relationship-building** family conversations/visits.
- Building staff inform families about the **3 most important things** their child should know and be able to do in ELA and math.
- All services/materials are provided in **all appropriate languages**.
- Each building's **SI plan aligns HSP strategies** to instructional goals and outcomes.
- Each building's Home-School Partnership Plan clearly outlines a process for **2-way communication**.

3 Years

- An HSP **action team** meets regularly.
- Foundational HSP training is **required for all school staff**.
- **Instructional coaches are trained** to lead HSP efforts at the building level.
- Staff show families **how to monitor** assignments and identify data trends and themes.
- Staff conduct sessions that provide **opportunities for** families to **practice** and **receive coaching feedback** on the implementation of the tool, strategy or resource.
- Staff partner with families in **culturally responsive** and **respectful** ways.
- Each building's **Title I Compact differentiates** home-school partnership strategies by grade level.
- Instructional staff incorporate **FE strategies into lesson plans**/unit plans.

5 Years

- Building staff and families **rotate** as HSP Action Team meeting **leaders**.
- Building staff help families **understand** how their child is **performing against the standards**.
- Building staff **engage families in the development** of learning opportunities & materials.
- **Training** for building staff **is co-led** by school staff and families.
- Coaching provides **multiple opportunities** for building staff to practice and receive feedback.
- Building **staff support each other** to implement new partnership strategies.
- Building staff engage **families in learning projects**.
- **Teachers** use information from families to **improve classroom instruction**.

Household Level

1 Year

- Families **know who to contact** at the school with questions or concerns.
- Families describe **communication** as open and **2-way**.
- Families **contribute** regularly to the school's **social media** sites.
- **Families believe** they can support student learning.

3 Years

- The school uses **multiple platforms for training** to ensure all families can benefit (e.g., in-person, YouTube, live-streaming, podcasts, etc).
- **Families feel competent** supporting learning.
- Families **understand** student **performance data**.
- Families regularly use the parent portal to **monitor their child's progress**.
- Families have regular **conversations with other parents** about how to help their children succeed.
- Families can **name the 3 most important things** their child should know and be able to do in ELA and math.
- Families are **active participants** in **conferences**.
- Families actively **seek support from other families** outside of the training event.
- Families **trust** school staff.
- Student **attendance improves**.

5 Years

- **Training** for families is **co-led** by staff and families.
- Families review progress reports and report cards and **ask questions** when they don't understand.
- Families actively **collaborate with teachers** on strategies to support their child's learning at home.
- Every week families **work with their child** on activities from the learning at home plan.
- Families actively **participate** in **decision making**.
- Families have multiple opportunities to **share how they are implementing** new strategies at home.
- **Families support each** other to participate in multiple training opportunities.
- **Families feel competent** and confident.
- Student **academic performance increases**.

Questions?

SCHOOL BOARD CALENDAR

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

2021- FEBRUARY

Monday	Feb 08	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/
Monday	Feb 22	5:30 pm	Board Work Session & Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/

2021- MARCH

Monday	Mar 08	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/

2021- APRIL

Thursday-Saturday	Apr 8-10		NSBA Annual Convention	Virtual
Monday	Apr 12	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/
Monday	Apr 26	5:30 pm	Board Work Session & Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/

2021- MAY

Monday	May 10	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/

2021- JUNE

Monday	Jun 14	5:30 pm	Board Regular Meeting	Via YouTube https://www.youtube.com/EngageCRschools/

MOMENT OF SILENCE – Harrison Elementary School Principal, Trista Manternach

ADJOURNMENT – President Nancy Humbles