

**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 Participation is available by preregistering @ [BOE 12.14.2020](#)  
by 12:00 PM on December 14, 2020.

**Monday, December 14, 2020 @ 4:30 PM**

**A G E N D A**

**CALL TO ORDER** - (President Nancy Humbles)

**APPROVAL OF AGENDA** (President Nancy Humbles) ..... 3

**BOARD GOVERNANCE**

BA-21-158 Closed Session – To Discuss the Purchase of Real Estate  
(Noreen Bush/David Nicholson) ..... 3

**RECESS**

**RECONVENE: 5:30 PM**

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

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

**CONSENT AGENDA**

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# AGENDA

**CALL TO ORDER** – President Nancy Humbles

**APPROVAL OF AGENDA** – President Nancy Humbles

“I move that the agenda of Monday, December 14, 2020 Board of Education Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

**MOTION/2<sup>ND</sup>/ROLL CALL**

## **BOARD GOVERNANCE**

**BA-21-158      Closed Session – To Discuss the Purchase of Real Estate  
(Noreen Bush/David Nicholson)**

**Action Item      Motion/2<sup>nd</sup>/Roll Call**

### **Pertinent Fact(s):**

1. The Board of Education is asked to meet in a Closed Session on Monday, December 14, 2020 for the purpose of discussing the purchase of real estate.
2. The suggested motion is as follows:  
  
“I move that the Board of Education hold a Closed Session on Monday, December 14, 2020, to discuss the purchase of particular real estate where premature disclosure could be reasonably expected to increase the price the School District would have to pay for the property as provided in Section 21.5(1)(j) of the Iowa Code.”

### **Recommendation:**

It is recommended that the Board of Education meet in Closed Session on Monday, December 14, 2020, for the purpose of discussing the purchase of real estate per Section 21.5(1)(j) of the Code of Iowa.

**Board Meeting: Monday, December 14, 2020**

**RECESS**  
**RECONVENE: 5:30 PM**

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

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

**CONSENT AGENDA**

**BA-21-000/08 Minutes - Annual and Regular Board Meetings on Monday, November 9, 2020 and Special Board Work Session on Monday, November 16, 2020 (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 Annual & Regular Board Meetings held on Monday, November 9, 2020 and Special Board Work Session held on Monday, November 16, 2020.

**Board Meeting: Monday, December 14, 2020**

## CONSENT AGENDA

**BA-21-001/06 Approval of Claims Report - October 2020 (David Nicholson)**

Exhibit: BA-21-001/06.1-6

### **Action Item**

### **Pertinent Fact(s):**

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of October 1 - 31, 2020 totaled \$25,219,512.17.

### **Recommendation:**

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending October 31, 2020.

**Cedar Rapids Community School District  
Summary of Expenditures and Payroll for Month Ending October 31, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
Period Ending 10/02	\$ 16,859.35	\$ 109.00	\$ -	\$ 2,931.00	\$ 70.90	\$ 20.00	\$ 19,990.25
Period Ending 10/9	17,502.60	663.79	-	1,298.00	-	230.00	19,694.39
Period Ending 10/16	30,533.38	1,473.28	-	8,614.50	28.75	301.66	40,951.57
Period Ending 10/23	18,268.70	-	-	-	23.65	69.21	18,361.56
Period Ending 10/30	6,752,984.07	12,701.28	1,856,001.00	214,045.56	341,826.49	472,694.38	9,650,252.78
<b>Approved Warrants and Voids</b>							
Period Ending 10/02	\$ 419,001.32	\$ 37,720.81	\$ 2,562.68	\$ 153,499.17	\$ 66,629.18	\$ 16.95	\$ 679,430.11
Period Ending 10/9	170,217.07	10,064.42	-	1,984,652.87	97,650.88	7,370.53	2,269,955.77
Period Ending 10/16	704,586.68	31,735.37	759.95	69,343.97	51,377.17	20,241.27	878,044.41
Period Ending 10/23	423,624.58	7,934.99	184,017.95	406,908.68	72,474.53	7,414.78	1,102,375.51
Period Ending 10/30	137,793.99	22,748.66	211,473.00	539,411.28	160,655.75	6,007.04	1,078,089.72
	<b>\$ 8,691,371.74</b>	<b>\$ 125,151.60</b>	<b>\$ 2,254,814.58</b>	<b>\$ 3,380,705.03</b>	<b>\$ 790,737.30</b>	<b>\$ 514,365.82</b>	<b>\$ 15,757,146.07</b>
<b>Payrolls - Net</b>	<u>9,462,366.10</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,462,366.10</u>
<b>Total Expenditures</b>	<u>\$ 18,153,737.84</u>	<u>\$ 125,151.60</u>	<u>\$ 2,254,814.58</u>	<u>\$ 3,380,705.03</u>	<u>\$ 790,737.30</u>	<u>\$ 514,365.82</u>	<u>\$ 25,219,512.17</u>

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

**Cedar Rapids Community School District**  
**List of Paid Bills for Period Ending**  
**October 2, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 16,859.35	\$ 109.00	\$ -	\$ 2,931.00	\$ 70.90	\$ 20.00	\$ 19,990.25
<b>Approved Warrants and Voids (Entered By Batch)</b>							
	\$ 419,001.32	\$ 37,720.81	\$ 2,562.68	\$ 153,499.17	\$ 66,629.18	\$ 16.95	\$ 679,430.11
<b>Total</b>	<u><u>\$ 435,860.67</u></u>	<u><u>\$ 37,829.81</u></u>	<u><u>\$ 2,562.68</u></u>	<u><u>\$ 153,499.17</u></u>	<u><u>\$ 66,700.08</u></u>	<u><u>\$ 36.95</u></u>	<u><u>\$ 699,420.36</u></u>

**Cedar Rapids Community School District**  
**List of Paid Bills for Period Ending**  
**October 9, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 17,502.60	\$ 663.79	\$ -	\$ 1,298.00	\$ -	\$ 230.00	\$ 19,694.39
<b>Approved Warrants and Voids (Entered By Batch)</b>							
	\$ 170,217.07	\$ 10,064.42	\$ -	\$ 1,984,652.87	\$ 97,650.88	\$ 7,370.53	2,269,955.77
<b>Total</b>	<u>\$ 187,719.67</u>	<u>\$ 10,728.21</u>	<u>\$ -</u>	<u>\$ 1,985,950.87</u>	<u>\$ 97,650.88</u>	<u>\$ 7,600.53</u>	<u>\$ 2,289,650.16</u>



**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
October 16, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 30,533.38	\$ 1,473.28	\$ -	\$ 8,614.50	\$ 28.75	\$ 301.66	\$ 40,951.57
<b>Approved Warrants and Voids (Entered By Batch)</b>							
	\$ 704,586.68	\$ 31,735.37	\$ 759.95	\$ 69,343.97	\$ 51,377.17	\$ 20,241.27	878,044.41
<b>Total</b>	<u><u>\$ 735,120.06</u></u>	<u><u>\$ 33,208.65</u></u>	<u><u>\$ 759.95</u></u>	<u><u>\$ 77,958.47</u></u>	<u><u>\$ 51,405.92</u></u>	<u><u>\$ 20,542.93</u></u>	<u><u>\$ 918,995.98</u></u>

**Cedar Rapids Community School District**  
**List of Paid Bills for Period Ending**  
**October 23, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 18,268.70	\$ -	\$ -	\$ -	\$ 23.65	\$ 69.21	\$ 18,361.56
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 423,624.58	\$ 7,934.99	\$ 184,017.95	\$ 406,908.68	\$ 72,474.53	\$ 7,414.78	\$ 1,102,375.51
<b>Total</b>	<u><u>\$ 441,893.28</u></u>	<u><u>\$ 7,934.99</u></u>	<u><u>\$ 184,017.95</u></u>	<u><u>\$ 406,908.68</u></u>	<u><u>\$ 72,498.18</u></u>	<u><u>\$ 7,483.99</u></u>	<u><u>\$ 1,120,737.07</u></u>

**Cedar Rapids Community School District  
List of Paid Bills for Period Ending  
October 30, 2020**

	<u>General Fund (10)</u>	<u>Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Schoolhouse Funds (33,36,40,91)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62,65)</u>	<u>Total All Funds</u>
<b>Electronic Payments</b>							
EFT FILE	\$ 46,679.08	\$ 241.40	\$ 1,856,001.00	\$ -	\$ -	\$ 48.60	\$ 1,902,970.08
ACH Payments	6,706,304.99	12,459.88	-	214,045.56	341,826.49	472,645.78	7,747,282.70
<b>Approved Warrants and Voids (Entered By Batch)</b>							
Warrants	\$ 143,629.81	\$ 22,988.69	\$ 211,473.00	\$ 539,411.28	\$ 160,665.00	\$ 6,007.04	\$ 1,084,174.82
Voids	\$ (5,835.82)	\$ (240.03)	\$ -	\$ -	\$ (9.25)	\$ -	\$ (6,085.10)
<b>Total</b>	<b><u>\$ 6,890,778.06</u></b>	<b><u>\$ 35,449.94</u></b>	<b><u>\$ 2,067,474.00</u></b>	<b><u>\$ 753,456.84</u></b>	<b><u>\$ 502,482.24</u></b>	<b><u>\$ 478,701.42</u></b>	<b><u>\$ 10,728,342.50</u></b>

**CONSENT AGENDA**

**BA-21-003/03 Budget Summary Report – October 2020 (David Nicholson)**

Exhibit: BA-21-003/03.1-9

**Action Item**

**Pertinent Fact(s):**

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

**Recommendation:**

It is recommended that the Board of Education approve the Budget Summary Report for the month ended October 31, 2020.

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

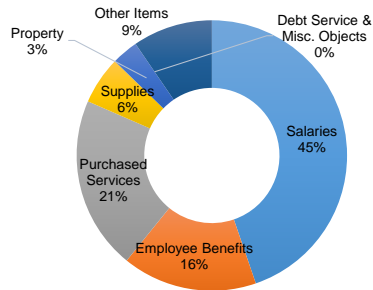
For the Period Ending October 31, 2020

### All Funds Summary Breakdown

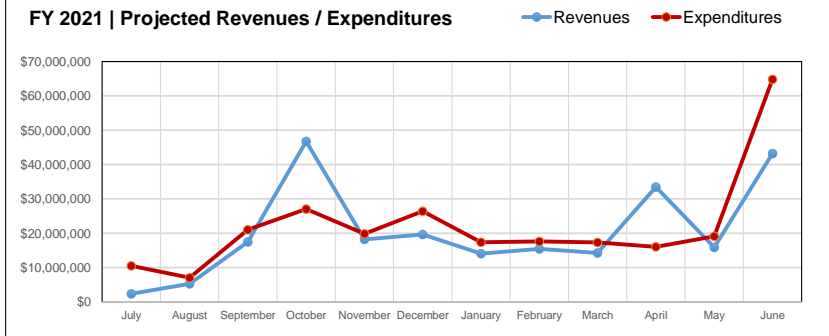
(With Comparative Totals For the Period Ended July, 2019 - October, 2019)

				Management								
	All Funds FY2020	All Funds FY2021	% Incr/(Decr)	General Fund	Activity Fund	Fund	Sales Tax Fund	PPEL	Debt Service	School Nutrition	Other 60 Funds	
<b>REVENUES</b>												
Local	\$37,737,496	\$34,029,176	(9.83%)	\$25,485,987	\$400,062	\$2,521,250	\$5,339	\$3,692,990	\$901,206	\$44,770	\$977,571	
Intermediate	\$0	\$0		0	0	0	0	0	0	0	0	
State	\$26,166,625	\$27,669,010	5.74%	23,185,794	0	104,058	4,205,836	141,939	31,382	0	0	
Federal	\$3,113,416	\$4,216,172	35.42%	3,090,093	0	0	0	0	291,966	826,661	7,452	
Other Financing Sources/Income Items	\$6,732,099	\$5,918,881	(12.08%)	694,538	0	0	821,147	93,232	4,309,965	0	0	
<b>TOTAL REVENUE</b>	<b>\$73,749,636</b>	<b>\$71,833,239</b>	<b>(2.60%)</b>	<b>\$52,456,412</b>	<b>\$400,062</b>	<b>\$2,625,307</b>	<b>\$5,032,323</b>	<b>\$3,928,162</b>	<b>\$5,534,519</b>	<b>\$871,431</b>	<b>\$985,023</b>	
<b>EXPENDITURES</b>												
Salaries	\$28,245,485	\$29,363,310	3.96%	\$27,588,814	\$4,866	\$17,421	\$0	\$0	\$0	\$846,544	\$905,666	
Employee Benefits	\$9,041,685	\$10,577,965	16.99%	8,848,025	608	1,208,004	0	0	0	233,835	287,493	
Purchased Services	\$9,543,117	\$13,596,715	42.48%	3,084,237	103,617	2,252,263	4,659,796	3,478,438	0	11,699	6,665	
Supplies	\$3,685,930	\$3,752,100	1.80%	2,599,152	333,013	0	13	11,113	0	667,839	140,970	
Property	\$1,182,003	\$2,086,847	76.55%	(57,069)	17,734	0	1,998,247	52,838	0	75,097	0	
Debt Service & Misc. Objects	\$0	\$0		0	0	0	0	0	0	0	0	
Other Items	\$7,691,375	\$6,268,631	(18.50%)	99,823	18,749	16,793	4,961,702	667,574	503,428	562	0	
<b>TOTAL EXPENDITURES</b>	<b>\$59,389,595</b>	<b>\$65,645,567</b>	<b>10.53%</b>	<b>\$42,162,982</b>	<b>\$478,586</b>	<b>\$3,494,481</b>	<b>\$11,619,757</b>	<b>\$4,209,963</b>	<b>\$503,428</b>	<b>\$1,835,576</b>	<b>\$1,340,793</b>	
<b>SURPLUS / (DEFICIT)</b>	<b>\$14,360,040</b>	<b>\$6,187,672</b>	<b>(56.91%)</b>	<b>\$10,293,429</b>	<b>(\$78,524)</b>	<b>(\$869,174)</b>	<b>(\$6,587,435)</b>	<b>(\$281,801)</b>	<b>\$5,031,091</b>	<b>(\$964,146)</b>	<b>(\$355,770)</b>	
<b>FUND BALANCE</b>												
Beginning of Period				\$28,580,757	\$1,623,079	\$7,405,256	\$36,448,510	\$11,978,377	\$12,730,625	\$1,887,258	(\$836,298)	
End of Period				\$38,874,186	\$1,544,555	\$6,536,083	\$29,861,076	\$11,696,576	\$17,761,716	\$923,113	(\$1,192,068)	

**FY 2021 | YTD Expenditures by Object**



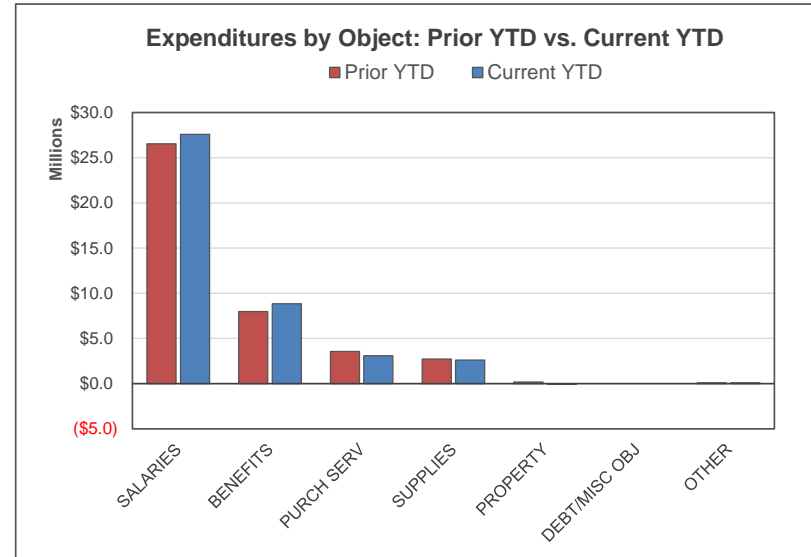
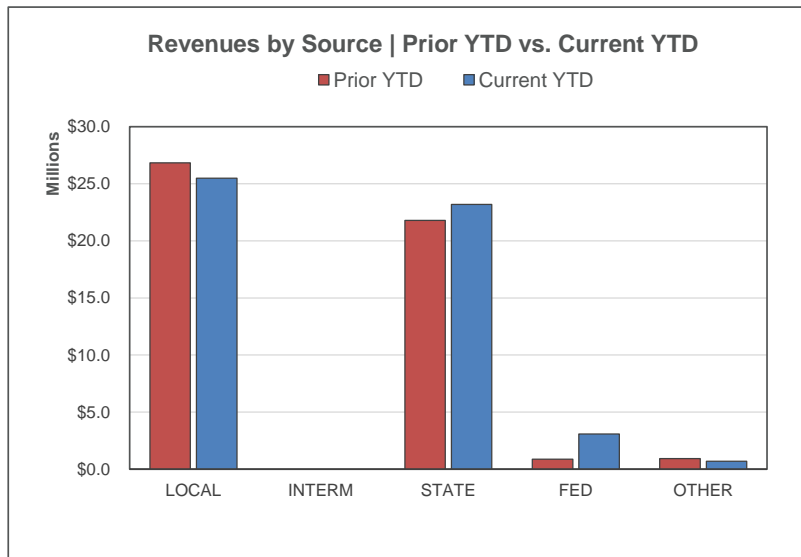
**FY 2021 | Projected Revenues / Expenditures**



# General Fund | Financial Summary

For the Period Ending October 31, 2020

	YTD % of PY			YTD % of Budget		
	Prior YTD	Prior Year Actual	Actual	Current YTD	Annual Budget	Budget
<b>REVENUES</b>						
Local	\$26,839,228	\$82,115,259	32.68%	\$25,485,987	\$87,896,540	29.00%
Intermediate	0	0		0	0	
State	21,786,436	118,641,268	18.36%	23,185,794	121,123,379	19.14%
Federal	871,032	11,439,464	7.61%	3,090,093	14,254,702	21.68%
Other Financing Sources/Income Items	921,844	3,510,357	26.26%	694,538	2,913,734	23.84%
<b>TOTAL REVENUE</b>	<b>\$50,418,539</b>	<b>\$215,706,350</b>	<b>23.37%</b>	<b>\$52,456,412</b>	<b>\$226,188,355</b>	<b>23.19%</b>
<b>EXPENDITURES</b>						
Salaries	\$26,531,968	\$140,464,986	18.89%	\$27,588,814	\$143,794,157	19.19%
Employee Benefits	7,988,085	35,933,669	22.23%	8,848,025	37,635,917	23.51%
Purchased Services	3,550,196	23,721,786	14.97%	3,084,237	22,840,816	13.50%
Supplies	2,716,032	8,516,533	31.89%	2,599,152	15,895,629	16.35%
Property	179,611	1,499,767	11.98%	(57,069)	619,261	(9.22%)
Debt Service & Misc. Objects	0	0		0	0	
Other Items	91,630	9,655,110	0.95%	99,823	12,160,012	0.82%
<b>TOTAL EXPENDITURES</b>	<b>\$41,057,522</b>	<b>\$219,791,852</b>	<b>18.68%</b>	<b>\$42,162,982</b>	<b>\$232,945,792</b>	<b>18.10%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$9,361,017</b>	<b>(\$4,085,502)</b>		<b>\$10,293,429</b>	<b>(\$6,757,437)</b>	
<b>ENDING FUND BALANCE</b>	<b>\$42,027,276</b>			<b>\$38,874,186</b>		

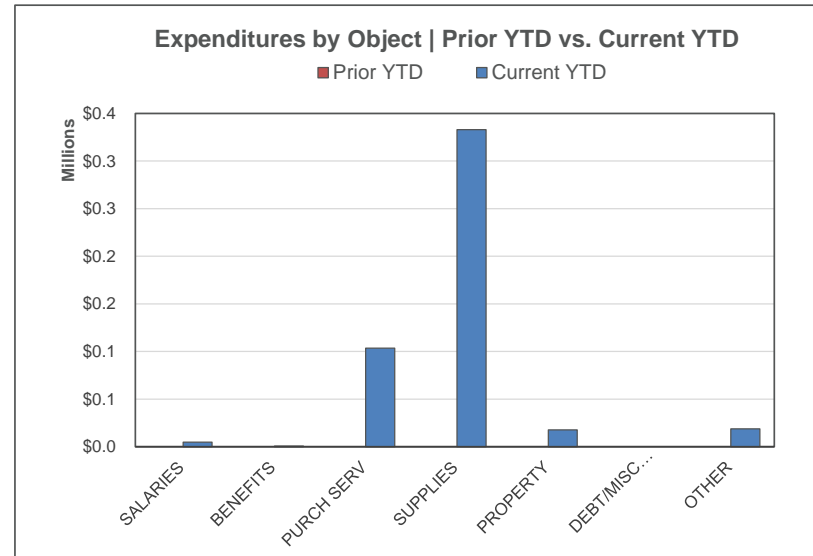
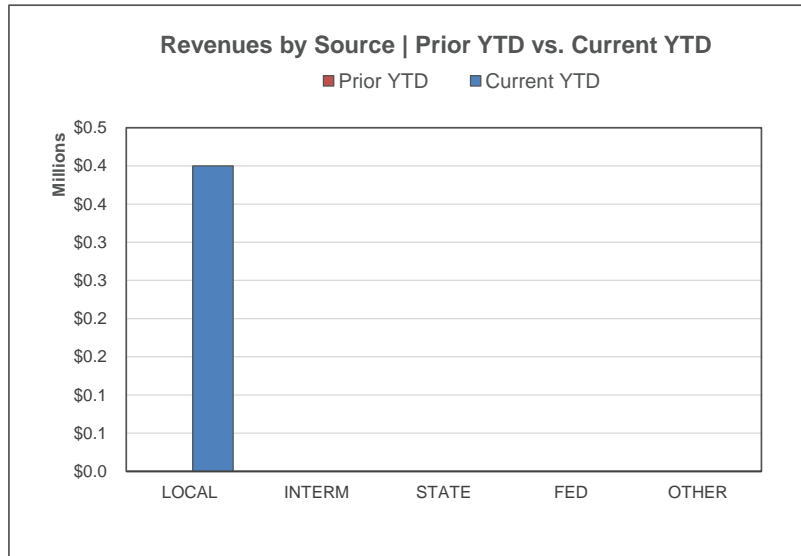




# Activity Fund | Financial Summary

For the Period Ending October 31, 2020

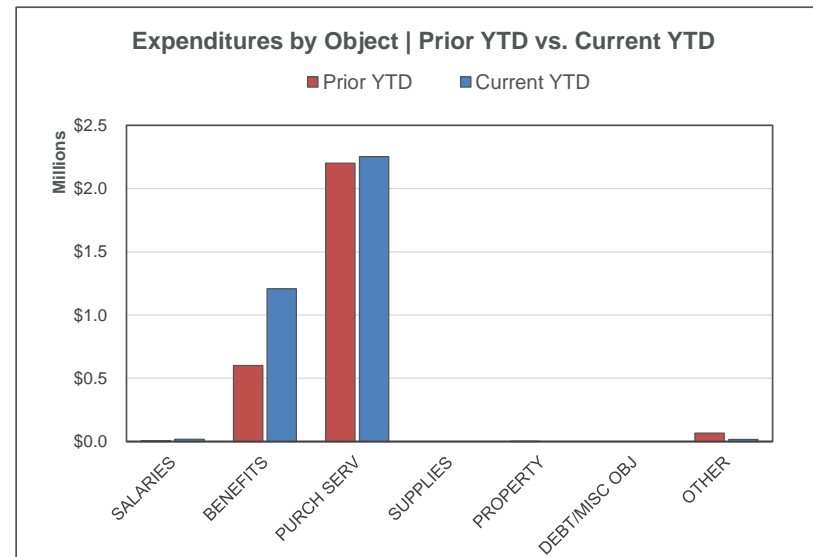
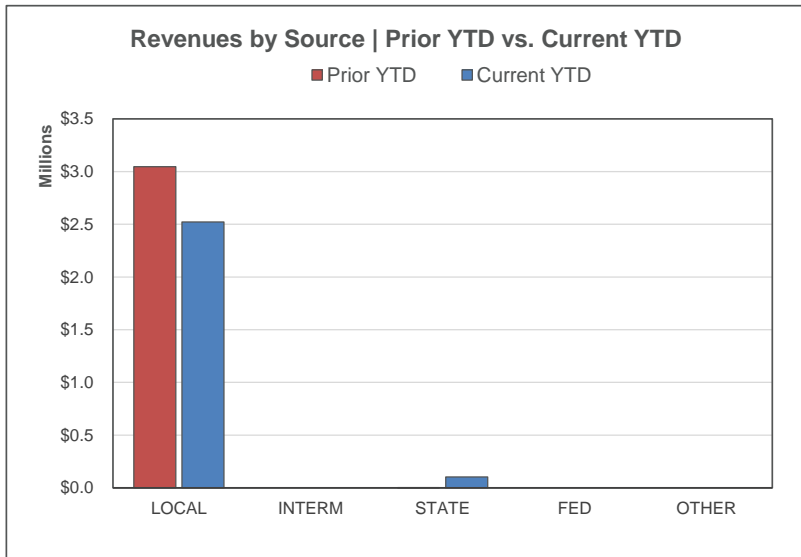
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$0	\$2,910,760	0.00%	\$400,062	\$0	
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	0		0	0	
<b>TOTAL REVENUE</b>	<b>\$0</b>	<b>\$2,910,760</b>	<b>0.00%</b>	<b>\$400,062</b>	<b>\$0</b>	
<b>EXPENDITURES</b>						
Salaries	\$0	\$0		\$4,866	\$0	
Employee Benefits	0	0		608	0	
Purchased Services	0	0		103,617	0	
Supplies	0	2,784,617	0.00%	333,013	0	
Property	0	0		17,734	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	0	0		18,749	0	
<b>TOTAL EXPENDITURES</b>	<b>\$0</b>	<b>\$2,784,617</b>	<b>0.00%</b>	<b>\$478,586</b>	<b>\$0</b>	
<b>SURPLUS / (DEFICIT)</b>	<b>\$0</b>	<b>\$126,143</b>		<b>(\$78,524)</b>	<b>\$0</b>	
<b>ENDING FUND BALANCE</b>	<b>\$1,496,936</b>			<b>\$1,544,555</b>		



# Management Fund | Financial Summary

For the Period Ending October 31, 2020

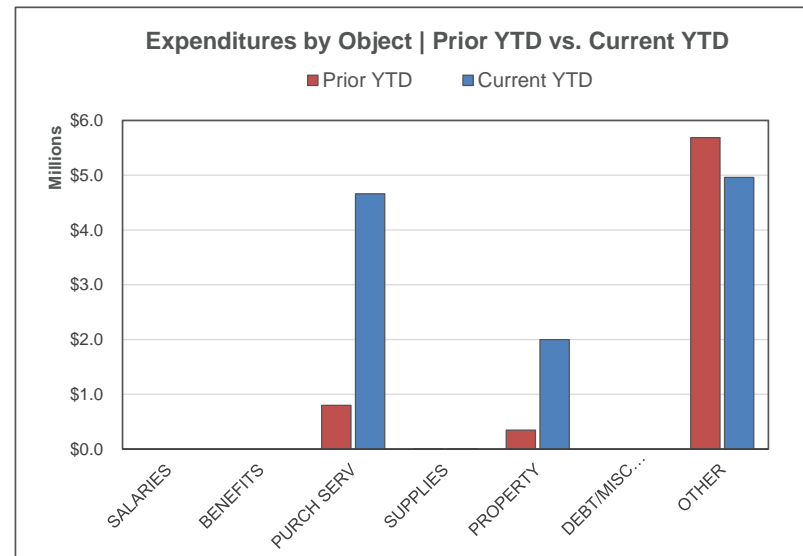
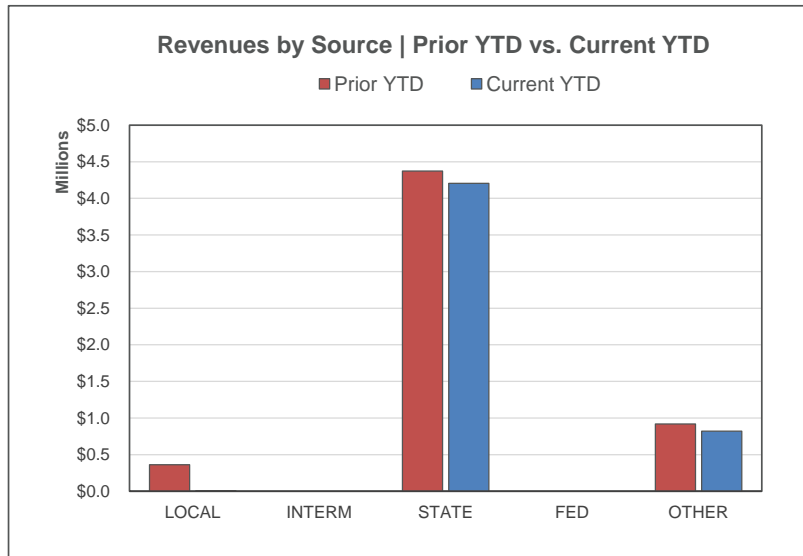
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$3,046,574	\$7,671,781	39.71%	\$2,521,250	\$7,185,501	35.09%
Intermediate	0	0		0	0	
State	2,448	231,860	1.06%	104,058	208,914	49.81%
Federal	0	0		0	0	
Other Financing Sources/Income Items	0	453,810	0.00%	0	0	
<b>TOTAL REVENUE</b>	<b>\$3,049,022</b>	<b>\$8,357,452</b>	<b>36.48%</b>	<b>\$2,625,307</b>	<b>\$7,394,415</b>	<b>35.50%</b>
<b>EXPENDITURES</b>						
Salaries	\$6,229	\$119,625	5.21%	\$17,421	\$28,000	62.22%
Employee Benefits	600,797	4,517,306	13.30%	1,208,004	4,428,596	27.28%
Purchased Services	2,201,062	2,764,175	79.63%	2,252,263	2,596,837	86.73%
Supplies	0	0		0	0	
Property	632	632	100.00%	0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	66,982	299,472	22.37%	16,793	290,000	5.79%
<b>TOTAL EXPENDITURES</b>	<b>\$2,875,702</b>	<b>\$7,701,209</b>	<b>37.34%</b>	<b>\$3,494,481</b>	<b>\$7,343,433</b>	<b>47.59%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$173,321</b>	<b>\$656,242</b>		<b>(\$869,174)</b>	<b>\$50,982</b>	
<b>ENDING FUND BALANCE</b>	<b>\$6,922,334</b>			<b>\$6,536,083</b>		



# Sales Tax Fund | Financial Summary

For the Period Ending October 31, 2020

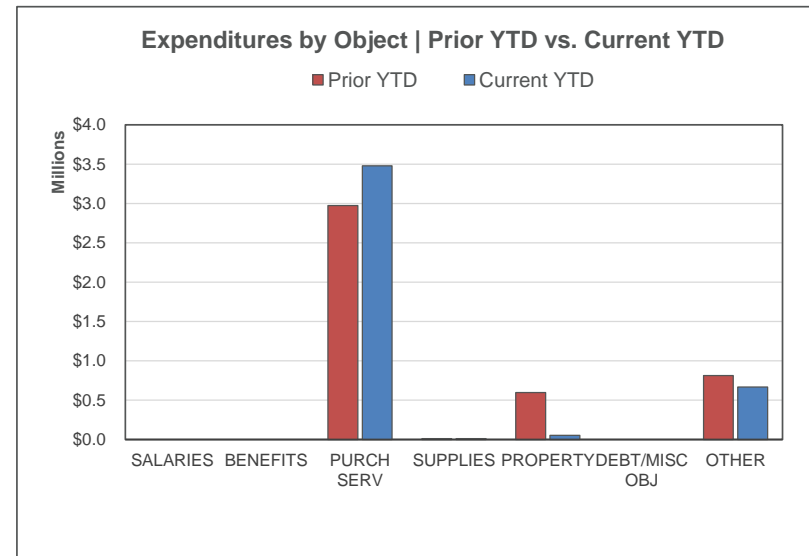
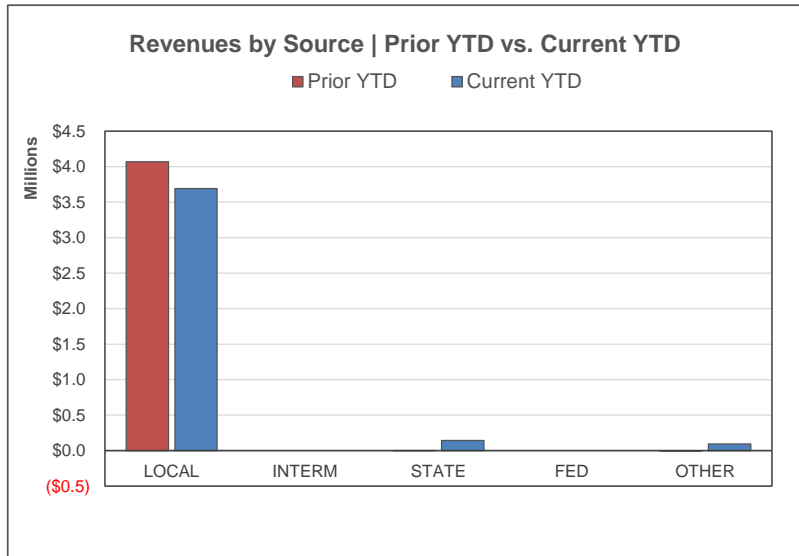
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$361,850	\$679,834	53.23%	\$5,339	\$782,108	0.68%
Intermediate	0	0		0	0	
State	4,373,677	17,582,925	24.87%	4,205,836	17,354,447	24.23%
Federal	0	0		0	0	
Other Financing Sources/Income Items	918,684	2,510,828	36.59%	821,147	1,940,000	42.33%
<b>TOTAL REVENUE</b>	<b>\$5,654,211</b>	<b>\$20,773,588</b>	<b>27.22%</b>	<b>\$5,032,323</b>	<b>\$20,076,555</b>	<b>25.07%</b>
<b>EXPENDITURES</b>						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	797,634	4,894,500	16.30%	4,659,796	22,518,759	20.69%
Supplies	313	336	93.10%	13	0	
Property	346,378	3,609,848	9.60%	1,998,247	2,697,962	74.07%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	5,685,576	15,600,124	36.45%	4,961,702	14,450,848	34.34%
<b>TOTAL EXPENDITURES</b>	<b>\$6,829,900</b>	<b>\$24,104,808</b>	<b>28.33%</b>	<b>\$11,619,757</b>	<b>\$39,667,569</b>	<b>29.29%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(\$1,175,689)</b>	<b>(\$3,331,221)</b>		<b>(\$6,587,435)</b>	<b>(\$19,591,014)</b>	
<b>ENDING FUND BALANCE</b>	<b>\$38,604,042</b>			<b>\$29,861,076</b>		



# PPEL | Financial Summary

For the Period Ending October 31, 2020

	YTD % of PY Actual			YTD % of Budget		
	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$4,070,882	\$10,155,695	40.08%	\$3,692,990	\$10,520,894	35.10%
Intermediate	0	0		0	0	
State	3,051	288,986	1.06%	141,939	545,287	26.03%
Federal	0	0		0	0	
Other Financing Sources/Income Items	(3,278)	174,344	(1.88%)	93,232	110,000	84.76%
<b>TOTAL REVENUE</b>	<b>\$4,070,655</b>	<b>\$10,619,025</b>	<b>38.33%</b>	<b>\$3,928,162</b>	<b>\$11,176,181</b>	<b>35.15%</b>
<b>EXPENDITURES</b>						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	2,973,098	4,969,982	59.82%	3,478,438	6,344,997	54.82%
Supplies	12,531	15,650	80.07%	11,113	10,000	111.13%
Property	597,510	1,401,508	42.63%	52,838	1,136,922	4.65%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	814,475	1,989,117	40.95%	667,574	1,977,553	33.76%
<b>TOTAL EXPENDITURES</b>	<b>\$4,397,614</b>	<b>\$8,376,257</b>	<b>52.50%</b>	<b>\$4,209,963</b>	<b>\$9,469,472</b>	<b>44.46%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(326,960)</b>	<b>\$2,242,769</b>		<b>(281,801)</b>	<b>\$1,706,709</b>	
<b>ENDING FUND BALANCE</b>	<b>\$9,408,649</b>			<b>\$11,696,576</b>		

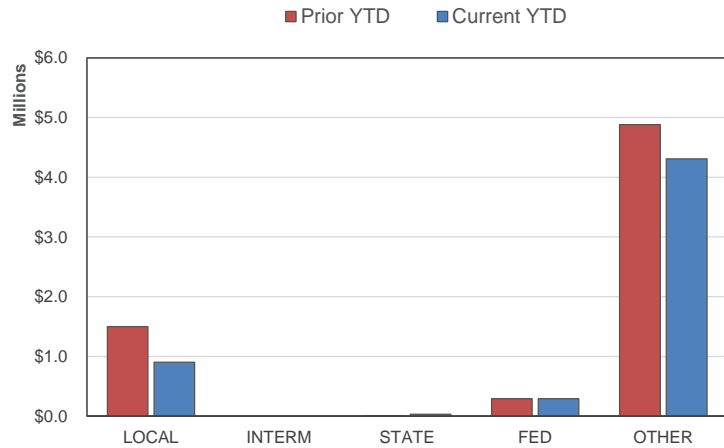


# Debt Service | Financial Summary

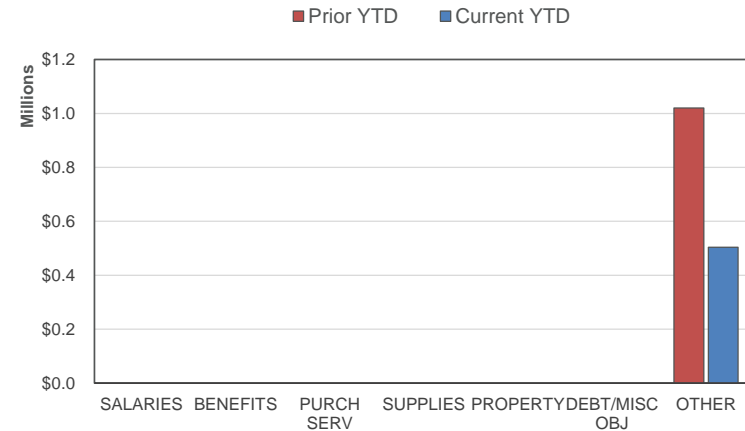
For the Period Ending October 31, 2020

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$1,499,597	\$3,652,564	41.06%	\$901,206	\$2,557,986	35.23%
Intermediate	0	0		0	0	
State	1,013	95,917	1.06%	31,382	62,506	50.21%
Federal	291,036	583,002	49.92%	291,966	583,002	50.08%
Other Financing Sources/Income Items	4,880,750	41,493,766	11.76%	4,309,965	12,568,043	34.29%
<b>TOTAL REVENUE</b>	<b>\$6,672,395</b>	<b>\$45,825,249</b>	<b>14.56%</b>	<b>\$5,534,519</b>	<b>\$15,771,537</b>	<b>35.09%</b>
<b>EXPENDITURES</b>						
Salaries	\$0	\$0		\$0	\$0	
Employee Benefits	0	0		0	0	
Purchased Services	0	0		0	0	
Supplies	0	0		0	0	
Property	0	0		0	0	
Debt Service & Misc. Objects	0	0		0	0	
Other Items	1,020,199	48,796,035	2.09%	503,428	14,878,042	3.38%
<b>TOTAL EXPENDITURES</b>	<b>\$1,020,199</b>	<b>\$48,796,035</b>	<b>2.09%</b>	<b>\$503,428</b>	<b>\$14,878,042</b>	<b>3.38%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$5,652,197</b>	<b>(\$2,970,785)</b>		<b>\$5,031,091</b>	<b>\$893,495</b>	
<b>ENDING FUND BALANCE</b>	<b>\$21,353,607</b>			<b>\$17,761,716</b>		

Revenues by Source | Prior YTD vs. Current YTD



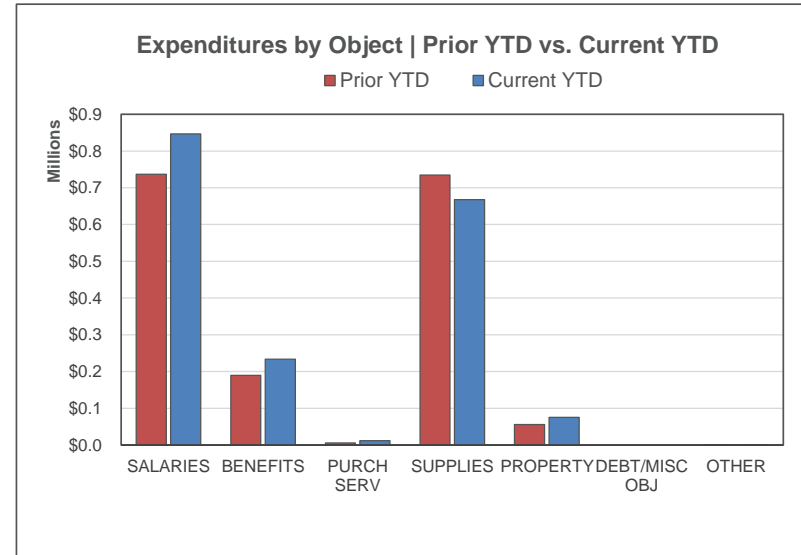
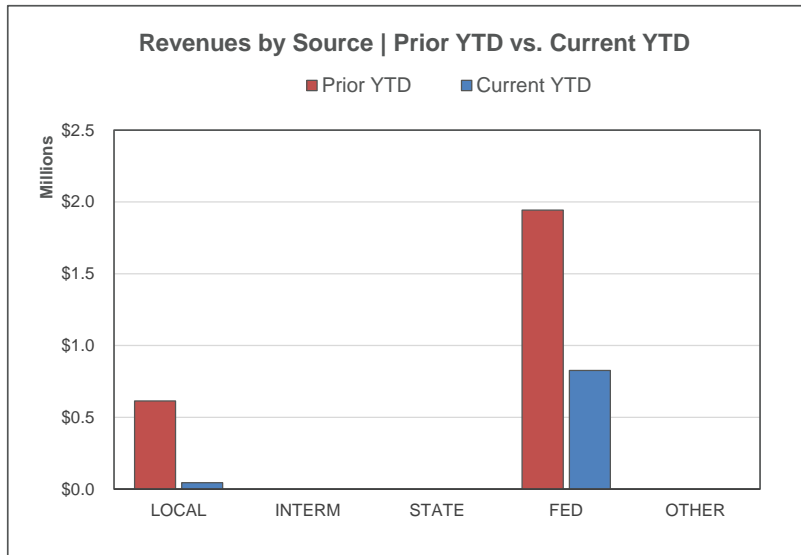
Expenditures by Object | Prior YTD vs. Current YTD



# School Nutrition | Financial Summary

For the Period Ending October 31, 2020

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$614,182	\$1,716,168	35.79%	\$44,770	\$2,686,850	1.67%
Intermediate	0	0		0	0	
State	0	75,258	0.00%	0	66,650	0.00%
Federal	1,943,723	7,137,796	27.23%	826,661	6,857,464	12.05%
Other Financing Sources/Income Items	0	1,010,193	0.00%	0	0	
<b>TOTAL REVENUE</b>	<b>\$2,557,905</b>	<b>\$9,939,414</b>	<b>25.73%</b>	<b>\$871,431</b>	<b>\$9,610,964</b>	<b>9.07%</b>
<b>EXPENDITURES</b>						
Salaries	\$736,563	\$3,639,768	20.24%	\$846,544	\$3,093,454	27.37%
Employee Benefits	189,650	694,292	27.32%	233,835	881,879	26.52%
Purchased Services	5,646	20,513	27.52%	11,699	24,000	48.74%
Supplies	734,425	3,895,836	18.85%	667,839	4,048,964	16.49%
Property	56,061	116,803	48.00%	75,097	237,500	31.62%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	33	1,365,574	0.00%	562	596,200	0.09%
<b>TOTAL EXPENDITURES</b>	<b>\$1,722,378</b>	<b>\$9,732,786</b>	<b>17.70%</b>	<b>\$1,835,576</b>	<b>\$8,881,997</b>	<b>20.67%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>\$835,527</b>	<b>\$206,628</b>		<b>(\$964,146)</b>	<b>\$728,967</b>	
<b>ENDING FUND BALANCE</b>	<b>\$2,516,157</b>			<b>\$923,113</b>		



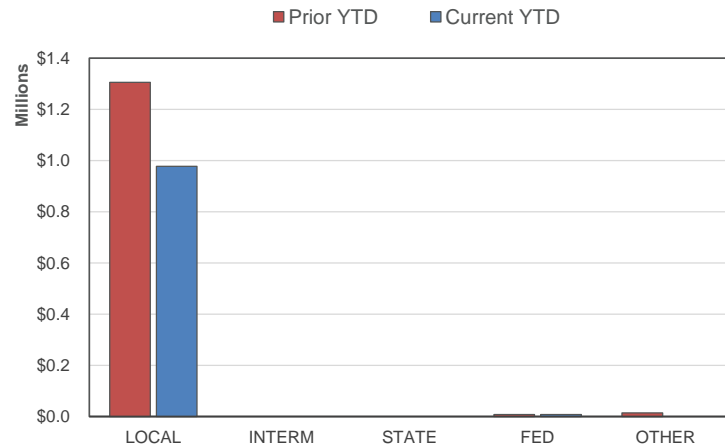


# Other 60 Funds | Financial Summary

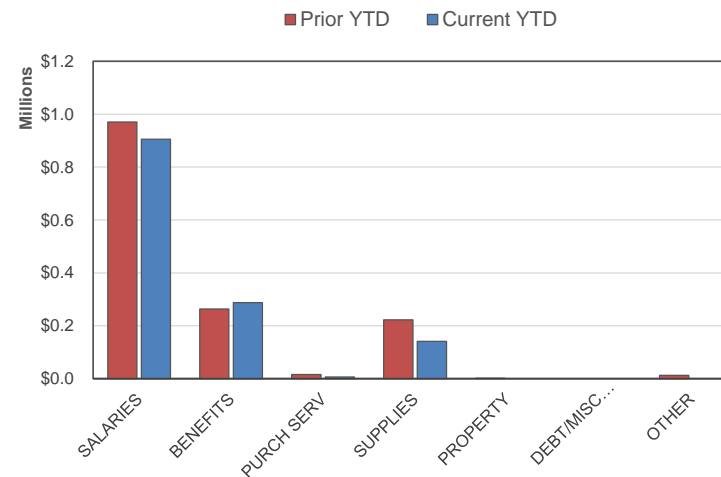
For the Period Ending October 31, 2020

	Prior YTD	Prior Year Actual	YTD % of PY Actual	Current YTD	Annual Budget	YTD % of Budget
<b>REVENUES</b>						
Local	\$1,305,182	\$4,097,596	31.85%	\$977,571	\$4,689,337	20.85%
Intermediate	0	0		0	0	
State	0	0		0	0	
Federal	7,626	24,786	30.77%	7,452	100,332	7.43%
Other Financing Sources/Income Items	14,100	622,634	2.26%	0	89,075	0.00%
<b>TOTAL REVENUE</b>	<b>\$1,326,908</b>	<b>\$4,745,016</b>	<b>27.96%</b>	<b>\$985,023</b>	<b>\$4,878,744</b>	<b>20.19%</b>
<b>EXPENDITURES</b>						
Salaries	\$970,725	\$3,219,417	30.15%	\$905,666	\$2,927,031	30.94%
Employee Benefits	263,152	736,559	35.73%	287,493	859,849	33.44%
Purchased Services	15,482	52,339	29.58%	6,665	100,796	6.61%
Supplies	222,629	535,510	41.57%	140,970	788,091	17.89%
Property	1,812	1,747	103.74%	0	1,000	0.00%
Debt Service & Misc. Objects	0	0		0	0	
Other Items	12,481	86,719	14.39%	0	38,376	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$1,486,280</b>	<b>\$4,632,290</b>	<b>32.09%</b>	<b>\$1,340,793</b>	<b>\$4,715,143</b>	<b>28.44%</b>
<b>SURPLUS / (DEFICIT)</b>	<b>(\$159,372)</b>	<b>\$112,726</b>		<b>(\$355,770)</b>	<b>\$163,601</b>	
<b>ENDING FUND BALANCE</b>	<b>(\$1,108,396)</b>			<b>(\$1,192,068)</b>		

Revenues by Source | Prior YTD vs. Current YTD



Expenditures by Object | Prior YTD vs. Current YTD



## CONSENT AGENDA

### **BA-21-004/06 Statement of Receipts, Disbursements, and Cash Balances Report – October 2020 (David Nicholson)**

Exhibit: BA-21-004/06.1-3

#### **Action Item**

#### **Pertinent Fact(s):**

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended October 31, 2020 were \$48,563,961.93 and cash disbursements were \$45,657,996.85. The investment balance on October 31, 2020 was \$78,031,895.73. Interfund transfers for the month ended October 31, 2020 were \$1,223,402.84. Year to date interfund transfers were \$5,824,009.77. At the end of the 1<sup>st</sup> quarter, \$126,151.50 of Book Fees was collected as compared to \$184,236.50 the prior year. Based on estimated revenues, the percentage of collections is down 9.7% this year compared to the prior year.

#### **Recommendation:**

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of October 2020.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES  
MONTH ENDED OCTOBER 31, 2020**

<u>CASH</u>	<u>BALANCE</u> <u>9/30/2020</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>BALANCE</u> <u>10/31/2020</u>
<b><u>General and Management Funds</u></b>				
10-General Fund	\$ 6,345,722.73	\$ 37,151,347.26	\$ 33,177,406.30	\$ 10,319,663.69
22-Management Fund	1,365,765.59	2,474,298.53	2,297,449.39	1,542,614.73
Total - General and Management Funds	7,711,488.32	39,625,645.79	35,474,855.69	11,862,278.42
<b><u>Student Activity Fund</u></b>				
21-Student Activity Fund	\$ 1,267,608.75	\$ 179,192.25	\$ 131,169.62	\$ 1,315,631.38
21-Cash on Hand	3,900.00	-	-	3,900.00
Total-Student Activity Fund	1,271,508.75	179,192.25	131,169.62	1,319,531.38
<b><u>Food &amp; Nutrition</u></b>				
61-Food & Nutrition Fund	1,152,871.09	348,288.40	790,923.78	710,235.71
61-Petty Cash	1,380.50	-	-	1,380.50
Total - Food & Nutrition Fund	1,154,251.59	348,288.40	790,923.78	711,616.21
<b><u>Daycare Fund</u></b>				
62-Five Seasons Daycare Fund	1,158,002.60	126,802.75	119,053.06	1,165,752.29
65-Rockwell Daycare Fund	314,744.53	395,897.47	396,228.27	314,413.73
65-Rockwell Daycare Petty Cash	200.00	-	-	200.00
Total - Daycare Fund	1,472,947.13	522,700.22	515,281.33	1,480,366.02
<b><u>Schoolhouse Funds</u></b>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	1,931,163.91	2,503,638.07	3,449,322.57	985,479.41
36-Physical Plant & Equip (PPEL) Fund	708,892.95	3,652,220.05	3,863,913.16	497,199.84
40-Debt Service Fund	163,893.40	1,732,277.15	1,432,530.70	463,639.85
Total - Schoolhouse Funds	2,803,950.26	7,888,135.27	8,745,766.43	1,946,319.10
<b>TOTAL CASH - ALL FUNDS</b>	<b>\$ 14,414,146.05</b>	<b>\$ 48,563,961.93</b>	<b>\$ 45,657,996.85</b>	<b>\$ 17,320,111.13</b>

**INVESTMENTS**

**RESTRICTED INVESTMENT FUNDS**

**Schoolhouse Fund-Held for Bond Payments**

40-Debt Service Fund - Sinking Funds/UMB+Reg	\$ 14,905,598.56	\$ 932,592.35	\$ -	\$ 15,838,190.91
40-Debt Service Fund - Sinking Funds/USB	577,500.00	192,500.00	-	770,000.00
<b>TOTAL RESTRICTED INVESTMENTS</b>	<b>\$ 15,483,098.56</b>	<b>\$ 1,125,092.35</b>	<b>\$ -</b>	<b>\$ 16,608,190.91</b>

**UNRESTRICTED INVESTMENT FUNDS**

	<u>BALANCE</u> <u>9/30/2020</u>	<u>PURCHASES</u>	<u>MATURITIES</u>	<u>BALANCE</u> <u>10/31/2020</u>
<b><u>General and Management Funds</u></b>				
10-General Fund	\$ 1,000,000.00	\$ 15,000,000.00	\$ -	\$ 16,000,000.00
10-General Fund CD's ISJIT	13,480,450.38	572.57	-	13,481,022.95
22-Management Fund	5,000,000.00	-	-	5,000,000.00
Total - General and Management Funds	19,480,450.38	15,000,572.57	-	34,481,022.95
<b><u>Student Activity Fund</u></b>				
21-Student Activity Fund	217,940.49	5,636.37	-	223,576.86
<b><u>Food &amp; Nutrition</u></b>				
61-Food & Nutrition Fund	2,000,000.00	-	-	2,000,000.00
<b><u>Schoolhouse Funds</u></b>				
33-Secure Adv. Vision for Educ. (SAVE) Fund	30,137,410.46	-	1,000,000.00	29,137,410.46
36-Physical Plant & Equip (PPEL) Fund	8,500,000.00	3,000,000.00	-	11,500,000.00
40-Debt Service Fund	382,385.46	500,000.00	192,500.00	689,885.46
Total - Schoolhouse Funds	39,019,795.92	3,500,000.00	1,192,500.00	41,327,295.92
<b>TOTAL UNRESTRICTED INVESTMENTS</b>	<b>\$ 60,718,186.79</b>	<b>\$ 18,506,208.94</b>	<b>\$ 1,192,500.00</b>	<b>\$ 78,031,895.73</b>

<u>BALANCES</u>	<u>GENERAL</u> <u>FUND</u>	<u>STUDENT</u> <u>ACTIVITY FUND</u>	<u>FOOD &amp;</u> <u>NUTRITION FUND</u>	<u>DAYCARE</u> <u>FUND</u>	<u>SCHOOLHOUSE</u> <u>FUND</u>	<u>ALL</u> <u>FUNDS</u>
Cash	\$ 11,862,278.42	\$ 1,319,531.38	\$ 711,616.21	\$ 1,480,366.02	\$ 1,946,319.10	\$ 17,320,111.13
Restricted Funds	-	-	-	-	16,608,190.91	16,608,190.91
Investments	34,481,022.95	223,576.86	2,000,000.00	-	41,327,295.92	78,031,895.73
<b>Total</b>	<b>\$ 46,343,301.37</b>	<b>\$ 1,543,108.24</b>	<b>\$ 2,711,616.21</b>	<b>\$ 1,480,366.02</b>	<b>\$ 59,881,805.93</b>	<b>\$ 111,960,197.77</b>

**Interfund Transfers  
For the Month Ended October 31, 2020  
and Year to Date**

		<b>Summary</b>			
		<b>Month of October</b>		<b>Year to Date</b>	
		<b>Transfers</b>	<b>Transfers</b>	<b>Transfers</b>	<b>Transfers</b>
		<b>In</b>	<b>Out</b>	<b>In</b>	<b>Out</b>
Fund 10	General Fund	\$ 152,069.66	\$ -	\$ 692,898.04	\$ -
Fund 21	Student Activity Fund	-	6,532.10	-	16,792.84
Fund 22	Management Fund	-	-	-	-
Fund 33	SAVE Fund	138,802.48	1,071,458.18	821,146.87	4,961,701.60
Fund 36	PPEL Fund	-	145,412.56	-	667,573.71
Fund 40	Debt Fund	932,530.70	-	4,309,964.86	177,760.62
Fund 61	Food & Nutrition Fund	-	-	-	181.00
Fund 62	Day Care - 5 Seasons	-	-	-	-
Fund 65	Day Care - Rockwell	-	-	-	-
	<b>Total</b>	<u>\$ 1,223,402.84</u>	<u>\$ 1,223,402.84</u>	<u>\$ 5,824,009.77</u>	<u>\$ 5,824,009.77</u>

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
BOOK FEE COLLECTIONS REPORT - FY21  
FIRST QUARTER ENDED - SEPTEMBER 2020**

School Name	2020-2021							2019-2020							1st Change in Percent
	Certified Enrollment			Total				Total				1st Quarter			
	C.E.	C.E.	C.E.	C.E.	Estimated	Actual	Percent	C.E.	Estimated	1st	Cumulative	Cumulative	Cumulative	% of Est.	
	10/1/2020	10/1/2020	10/1/2020	10/1/2020	Annual	Cumulative	of Est.	10/1/2019	Annual	Quarter	2nd	3rd	4th	Annual	
	Full	Reduced	Free	FTEs	Revenue	Amount	Revenue	FTEs	Revenue	Quarter	Quarter	Quarter	Quarter	Revenue	
<b>\$96.00F/\$59.00R</b>															
0109 Jefferson	573	131	737	1,441	\$ 62,737.00	\$ 11,623.00	18.5%	1,588	\$ 71,782.00	\$ 27,010.00	\$ 29,347.00	\$ 37,472.50	\$ 47,732.00	37.6%	-19.1%
0114 Kennedy	1,106	98	457	1,661	111,958.00	32,596.50	29.1%	1,790	120,291.00	55,121.00	71,470.00	89,740.90	103,499.00	45.8%	-16.7%
0127 Metro	41	21	168	230	5,175.00	96.00	1.9%	336	8,337.00	438.00	1,404.00	1,594.00	1,723.00	5.3%	-3.4%
0118 Washington	559	82	548	1,189	58,502.00	20,243.00	34.6%	1,347	64,168.00	27,692.00	32,571.00	35,699.00	42,184.00	43.2%	-8.6%
0136 Virtual Academy	252	49	297	598	21,828.00	96.00	0.4%	-	-	-	-	-	-	0.0%	0.4%
<b>Total High Schools</b>	<b>2,279</b>	<b>381</b>	<b>2,207</b>	<b>5,119</b>	<b>238,372.00</b>	<b>64,654.50</b>	<b>27.1%</b>	<b>5,061</b>	<b>264,578.00</b>	<b>110,261.00</b>	<b>134,792.00</b>	<b>164,506.40</b>	<b>195,138.00</b>	<b>41.7%</b>	<b>-14.6%</b>
<b>\$57.00F/\$36.00R</b>															
0209 Franklin	204	48	234	486	13,356.00	7,624.00	57.1%	586	16,240.00	9,289.00	10,787.00	11,935.00	13,223.00	57.2%	-0.1%
0214 Harding	367	51	288	706	22,755.00	7,275.00	32.0%	794	23,800.00	1,531.00	14,763.00	17,344.32	20,171.00	6.4%	25.6%
0218 McKinley	178	44	271	493	11,730.00	3,171.00	27.0%	462	12,180.00	7,035.00	7,959.00	8,239.00	9,538.00	57.8%	-30.8%
0227 Roosevelt	156	59	335	550	11,016.00	6,299.00	57.2%	656	13,664.00	6,971.00	8,172.00	9,257.00	10,375.00	51.0%	6.2%
0232 Taft	338	32	174	544	20,418.00	9,233.00	45.2%	590	21,147.00	13,133.00	15,667.00	17,581.00	19,149.00	62.1%	-16.9%
0236 Wilson	85	43	229	357	6,393.00	1,155.00	18.1%	398	7,196.00	1,288.00	1,848.00	2,926.00	3,794.00	17.9%	0.2%
<b>Total Middle Schools</b>	<b>1,328</b>	<b>277</b>	<b>1,531</b>	<b>3,136</b>	<b>85,668.00</b>	<b>34,757.00</b>	<b>40.6%</b>	<b>3,486</b>	<b>94,227.00</b>	<b>39,247.00</b>	<b>59,196.00</b>	<b>67,282.32</b>	<b>76,250.00</b>	<b>41.7%</b>	<b>-1.1%</b>
<b>\$31.00F/\$19.00R</b>															
0418 Arthur	87	26	143	256	3,191.00	801.00	25.1%	293	3,990.00	1,054.00	2,480.00	2,511.00	2,883.00	26.4%	-1.3%
0431 Cleveland	89	29	183	301	3,310.00	689.00	20.8%	325	3,755.00	558.00	1,042.00	1,383.00	1,843.00	14.9%	5.9%
0433 Coolidge	232	21	117	370	7,591.00	1,917.00	25.3%	405	8,468.00	2,855.00	4,865.00	5,640.00	6,696.00	33.7%	-8.4%
0445 Erskine	171	16	123	310	5,605.00	1,290.00	23.0%	359	6,827.00	3,002.00	3,524.00	4,194.00	5,019.00	44.0%	-21.0%
0463 Garfield	33	24	172	229	1,479.00	391.00	26.4%	244	1,744.00	310.00	732.00	763.00	999.00	17.8%	8.6%
0636 Gibson	420	14	76	510	13,286.00	4,750.00	35.8%	523	13,889.00	6,479.00	7,509.00	11,205.00	12,216.00	46.6%	-10.8%
0610 Grant	87	29	183	299	3,248.00	212.00	6.5%	334	4,128.00	403.00	713.00	1,147.00	1,805.00	9.8%	-3.3%
0481 Grant Wood	91	32	159	282	3,429.00	1,178.00	34.4%	303	3,575.00	1,239.00	1,735.00	1,998.00	2,439.00	34.7%	-0.3%
0490 Harrison	58	47	199	304	2,691.00	379.00	14.1%	289	2,558.00	217.00	391.00	727.00	1,149.00	8.5%	5.6%
0502 Hiawatha	111	22	154	287	3,859.00	1,209.00	31.3%	311	4,255.00	1,085.00	2,195.00	3,063.00	3,622.00	25.5%	5.8%
0505 Hoover	53	48	266	367	2,555.00	801.00	31.4%	375	2,851.00	465.00	1,428.00	1,866.00	1,978.00	16.3%	15.1%
0627 Jackson	226	13	68	307	7,253.00	3,007.00	41.5%	327	7,582.00	5,060.00	5,835.00	6,369.00	6,679.00	66.7%	-25.2%
0517 Johnson	89	23	285	397	3,196.00	1,588.00	49.7%	393	3,689.00	713.00	1,545.00	2,439.00	2,829.00	19.3%	30.4%
0526 Kenwood	108	63	212	383	4,545.00	1,018.00	22.4%	428	5,002.00	697.50	1,247.00	1,721.00	2,736.00	13.9%	8.5%
0544 Madison	96	10	79	185	3,166.00	913.00	28.8%	209	3,716.00	1,724.00	2,468.00	2,847.00	3,002.00	46.4%	-17.6%
0558 Nixon	109	23	182	314	3,816.00	868.00	22.7%	348	4,166.00	888.00	1,677.00	1,997.00	2,631.00	21.3%	1.4%
0569 Pierce	222	14	118	354	7,148.00	2,902.00	40.6%	420	7,975.00	5,208.00	5,952.00	6,586.00	7,399.00	65.3%	-24.7%
0580 Taylor	36	31	217	284	1,705.00	217.00	12.7%	243	1,136.00	79.00	79.00	165.00	284.00	7.0%	5.7%
0589 Truman	121	20	122	263	4,131.00	1,476.00	35.7%	263	4,350.00	1,364.00	2,542.00	2,921.00	3,293.00	31.4%	4.3%
0608 Van Buren	76	37	272	385	3,059.00	762.00	24.9%	419	4,075.00	894.00	1,297.00	1,807.00	2,155.00	21.9%	3.0%
0616 Wright	51	43	168	262	2,398.00	372.00	15.5%	272	2,613.00	434.00	763.00	1,199.00	1,523.00	16.6%	-1.1%
<b>Total Elementaries</b>	<b>2,566</b>	<b>585</b>	<b>3,498</b>	<b>6,649</b>	<b>90,661.00</b>	<b>26,740.00</b>	<b>29.5%</b>	<b>7,083</b>	<b>100,344.00</b>	<b>34,728.50</b>	<b>50,019.00</b>	<b>62,548.00</b>	<b>73,180.00</b>	<b>34.6%</b>	<b>-5.1%</b>
<b>GRAND TOTAL</b>	<b>6,173</b>	<b>1,243</b>	<b>7,236</b>	<b>14,904</b>	<b>\$ 414,701.00</b>	<b>\$ 126,151.50</b>	<b>30.4%</b>	<b>15,630</b>	<b>\$ 459,149.00</b>	<b>\$ 184,236.50</b>	<b>\$ 244,007.00</b>	<b>\$ 294,336.72</b>	<b>\$ 344,568.00</b>	<b>40.1%</b>	<b>-9.7%</b>

## CONSENT AGENDA

**BA-21-005/06 Investments Report – October 2020 (David Nicholson)**

Exhibit: BA-21-005/06.1

### **Information Item**

#### **Pertinent Fact(s):**

The Investments Report summarizes investment transactions for the month of October 2020. Investments purchased during the month totaled \$18,506,208.94, and investments redeemed during the month totaled \$1,192,500.00. The current interest rate for US Bank is 0.05%, in comparison to 1.75% at US Bank in October 2019. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for October 2020 was 0.05%, in comparison to 1.757% in October 2019.



**INVESTMENTS - OCTOBER 2020**

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<b><u>General fund</u></b>						
Invest	October 23, 2020	\$	15,000,000.00	US Bank	15,000,000.00	-
Interest	October 31, 2020	\$	572.57	US Bank~ISJIT Oct'20 Int	572.57	-
<b>Fund Total</b>				<u>15,000,572.57</u>	<u>-</u>	
<b><u>Student Activity Fund</u></b>						
Invest	October 15, 2020	\$	5,631.42	US Bank	5,631.42	-
Interest	October 31, 2020	\$	4.95	US Bank	4.95	-
<b>Fund Total</b>				<u>5,636.37</u>	<u>-</u>	
<b><u>Management Fund</u></b>						
N/A				US Bank	-	-
<b>Fund Total</b>				<u>-</u>	<u>-</u>	
<b><u>Food &amp; Nutrition Fund</u></b>						
N/A					-	-
<b>Fund Total</b>				<u>-</u>	<u>-</u>	
<b><u>Secure an Advanced Vision for Education Fund (SAVE)</u></b>						
Redeem	October 8, 2020	\$	1,000,000.00	US Bank	-	1,000,000.00
<b>Fund Total</b>				<u>-</u>	<u>1,000,000.00</u>	
<b><u>Physical Plant &amp; Equipment Fund (PPEL)</u></b>						
Invest	October 23, 2020	\$	3,000,000.00	US Bank	3,000,000.00	-
<b>Fund Total</b>				<u>3,000,000.00</u>	<u>-</u>	
<b><u>Debt Services Fund</u></b>						
Redeem	October 1, 2020	\$	192,500.00	US Bank	-	192,500.00
Invest	October 23, 2020	\$	500,000.00	US Bank	500,000.00	-
<b>Fund Total</b>				<u>500,000.00</u>	<u>192,500.00</u>	
<b><u>GRAND TOTAL</u></b>				<u>\$ 18,506,208.94</u>	<u>\$ 1,192,500.00</u>	

**CONSENT AGENDA**

**BA-21-006/03 Food and Nutrition Fund Participation Report (Suzy Ketelsen)**

Exhibit: BA-21-006/03.1

**Action Item**

**Pertinent Fact(s):**

The Participation Report is for the month ending October 31, 2020.

**Recommendation:**

It is recommended that the Board of Education approve the Food and Nutrition Fund – Participation report for the month ending October 31, 2020.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
FOOD AND NUTRITION FUND  
PARTICIPATION Oct 31, 2020

Breakfast and Lunch		Oct-20				Totals for Sept	ADP Breakfast	ADP Lunch
		Grab N						
Schools	In house Breakfast 21 days	Go Breakfast 21 days	In house Lunches - 21 days	Grab N Go Lunches - 21 days				
Elementary Schools	72521	9920	80223	9925	172589	3926	4293	
Middle Schools	10735	6933	17410	7007	42085	841	1163	
High Schools	1167		1727		2894	56	82	
HUB Meals		1032		1330	2362			
	84423	17885	99360	18262	219930	4872	5601	

Compared to regular school breakfast and lunch in Oct 2019

	ADP	
Breakfasts	107114	4869
Lunches	243111	11051
Total Breakfast and lunches	350225	

Updates & Highlights for October 2020

- In response to the pandemic USDA allows school nutrition programs to operate under the Summer Feeding Program (SFSP).
- Under this program all students eat breakfast and lunch at no charge at all schools through the remainder of the school year.
- Schools and Hubs are open sites which is defined as - any child age 18 or under can have a breakfast or lunch at no charge at that location.
- On Sept 2nd five (5) sites were open for Grab N Go meals - Grant Wood, Johnson, Taylor, Wright, and Roosevelt
- On Sept 21st two sites were added for seven (7) Grab N Go pick up sites for the school year, Harding, Roosevelt, Wilson, Grant Wood, Johnson STEAM, Taylor, and Wright
- We continued with seven (7) sites throughout the month of October
- Despite outreach efforts, meal count/participation for October is low across the state of Iowa
- Monitoring USDA waivers for meal program regulation flexibility
- Delivered meals to eight (8) HUB sites for virtual learners
- Continued evening meals when partner organizations were in session
- Received a grant for \$10,000 through Share Our Strength organization to purchase equipment

Open Grab N Go Sites - Grant Wood, Johnson, Taylor, Wright, Roosevelt, Harding, Wilson

Currently the CRCS has 21 CEP schools. (Community Eligibility schools) All students each at no charge.

High Schools - Metro, Jefferson

Middle Schools - McKinley, Roosevelt, Wilson, Franklin

Elementary Schools - Arthur, Cleveland, Garfield, Grant, Grant Wood, Harrison, Hiawatha, Hoover, Johnson, Kenwood, Taylor, Wright  
Van Buren, Wright, Polk Alternative

**CONSENT AGENDA**

**BA-21-007/04 Unspent Balance Report - October 2020 (David Nicholson)**

Exhibit: BA-21-007/04.1

**Information Item**

**Pertinent Fact(s):**

The Unspent Balance Report is designed to inform the Board of Education on the status of CRCSD's General Fund authorized reserves - the Unspent Balance. An analysis of staffing and all other budgetary changes that impact the Unspent Balance as of month ended October 2020 is summarized for your review.

**Cedar Rapids Community School District  
General Fund Unspent Balance  
October 31, 2020**

	September 30, 2020	October 31, 2020
	BASE MONTH	
	Budget	Actual to Date
	FY2021	FY2021
	Actual	
	FY2020	
Regular Program District Cost	\$116,706,816	\$118,769,372
+ Regular Program Budget Adjustment	\$0	
+ Supplementary Weighting District Cost	\$2,343,693	\$2,130,780
+ Special Ed District Cost	\$17,347,576	\$17,712,611
+ Teacher Salary Supplement District Cost	\$9,854,093	\$10,018,722
+ Professional Development Suppl District Cost	\$1,161,470	\$1,179,774
+ Early Intervention Supplement District Cost	\$1,267,490	\$1,287,455
Teacher Leadership Supplement District Cost (Line 4.46)	\$5,652,647	\$5,744,508
+ AEA Special Ed Support	\$5,865,074	\$5,963,341
+ AEA Special Ed Support Adjustment	\$0	
+ AEA Media Services	\$1,064,674	\$1,080,540
+ AEA Educational Services	\$1,169,607	\$1,187,279
+ AEA Sharing District Cost	\$0	
+ AEA Teacher Salary Suppl District Cost	\$550,247	\$560,606
+ AEA Professional Dev Suppl District Cost	\$64,104	\$65,259
+ SBRC Modified Suppl Amt Dropout Prev	\$5,713,206	\$5,796,916
+ SBRC Allowable Growth Other #1	\$1,790,064	\$1,800,000
+ SBRC Allowable Growth Other #2	\$1,970,198	\$1,970,198
+ Special Ed Deficit Modified Suppl Amt	\$12,246,812	\$13,000,000
- Special Ed Positive Balance Reduction	\$0	
- AEA Special Ed Positive Balance	\$0	
+ Allowance for Construction Projects	\$0	
- Unspent Allowance for Construction	\$0	
+ Enrollment Audit Adjustment	-\$24,654	\$37,977
- AEA Prorata Reduction	\$846,317	\$846,317
= Maximum District Cost	\$183,896,800	\$187,459,021
+ Preschool Foundation Aid	\$2,315,120	\$2,554,900
+ Instructional Support Authority	\$8,517,264	\$8,636,909
+ Ed Improvement Authority	\$0	
+ Other Miscellaneous Income	\$26,040,177	\$27,801,601
+ Unspent Auth Budget - Previous Year	\$17,055,710	\$18,033,219
+ GAAP Conversion Hold Harmless	\$0	\$0
= <b>Maximum Authorized Budget</b>	<b>\$237,825,071</b>	<b>\$244,485,650</b>
- Expenditures	\$219,791,852	\$235,094,813
= <b>Unspent Authorized Budget (UAB)</b>	<b>\$18,033,219</b>	<b>\$9,390,837</b>
+ <b>Estimated Unspent Program Reserves</b>	<b>\$0</b>	<b>\$10,000,000</b>
= <b>"Revised" Unspent Authorized Budget (UAB)</b>	<b>\$18,033,219</b>	<b>\$21,956,548</b>

**OPERATING DAYS RESERVES:** 29.95                      30.11                      34.40

**General Fund: Employee Full Time Equivalent Status**

Employee Category	Original Budgeted FTE's	Base FTE's	FTE's
	FY2020-21	October 31, 2020	Difference
Object 101-Paraprofessional Employees	370.16	375.65	5.49
Object 111-Officials/Administrative Personnel	46.00	46.00	0.00
Object 115-Administrative Assistant Personnel	20.00	20.00	0.00
Object 121-Educational Professional Employees	1,312.98	1,315.98	3.00
Object 131-Other Professional Employees	134.25	135.50	1.25
Object 138-Nurse Employees	20.90	21.40	0.50
Object 141-Technical Employees	72.78	74.08	1.30
Object 151-Office & Clerical Employees	153.13	155.06	1.94
Object 161-Crafts & Trade Employees	32.80	32.80	0.00
Object 165-Specialist/Supervisor Crafts & Trade Employees	6.00	6.00	0.00
Object 171-Transportation Driver Employees	84.10	82.96	-1.14
Object 181-Groundkeeper Employees	5.00	5.00	0.00
Object 191-Custodial Engineer/Service Worker Employees	45.50	45.50	0.00
Object 195-Custodial/Service/Guard/Bus Monitor Employees	150.25	151.60	1.35
<b>Total FTE's</b>	<b>2,453.84</b>	<b>2,467.53</b>	<b>13.69</b>

## CONSENT AGENDA

### **BA-21-008/07 Open Enrollment - Denial 2020-2021 (John Rice)**

Exhibit: BA-21-008/07.1

#### **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.

**Board Meeting: Monday, December 14, 2020**

**OPEN ENROLLMENT DENIALS  
2020-2021 SCHOOL YEAR**

**EXIT Denial**

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
C. McMurray	N. McMurray	K	Cedar Rapids Community School District	Linn Mar Community School District

**Reason: Application filed late**

**TOTALS: 1 Linn Mar**

**CONSENT AGENDA**

**BA-21-009/08 Personnel Report (Linda Noggle)**

Exhibit: BA-21-009/08.1-8

**Action Item Roll Call**

**Recommendation:**

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



**BA-21-009/08 Personnel Report (Linda Noggle)**

**APPOINTMENTS - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Fowler, Matt	\$4,179.00	MN Bowling HD WM Bowling HD Jefferson	11/9/2020
Garner, David	\$5,980.00	MN Basketball Asst. Washington	11/17/2020
Herman, Conner	\$5,401.00	Wrestling Asst. Kennedy	11/4/2020
Kubovec, Garrett	\$5,401.00	Wrestling Asst. Kennedy	11/9/2020
Northern, Ashton	\$5,594.00	WM Basketball Asst. Jefferson	11/30/2020
Wright, Henry	\$3,376.00	Debate/Speech Asst. Washington	12/7/2020

**GRANTING LEAVE OF ABSENCE - SALARIED STAFF**

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Donahue, Molly	Personal	Behavior Disorder Wilson	1/11/2021
Gjerde, Eric	Personal	Multicategorical Jefferson	1/11/2021

**CHANGE OF GRADE/POSITION - SALARIED STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Larson, Tressa	\$62,550.00	Science Washington	7/1/2020
Oттerson-Murphy, Sarah	\$70,900.00	Language Arts Jefferson	7/1/2020

**RESIGNATIONS - SALARIED STAFF**

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Gehrls, Chris	Personal	MN Basketball Asst. Kennedy	11/19/2020
Rimrodt, Jason	Personal	Drama Tech. Roosevelt	12/1/2020
Stanek, Patrick	Personal	MN Track MS Wilson	11/6/2020

**RETIREMENT - SALARIED STAFF**

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
White, Jeff	Multicategorical Washington	6/2/2021

**APPOINTMENTS - HOURLY STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderson, Brianna	\$14.14	Paraprofessional Taft	11/16/2020
Arrington, Maurice	\$14.18	Bus Attendant ELSC	12/14/2020
Bair Waddell, Jacey	\$14.14	Paraprofessional Washington	11/30/2020
Boyle, Cora	\$14.14	Paraprofessional Viola Gibson	11/16/2020
Bradley, Crystal	\$14.18	Bus Attendant ELSC	11/30/2020
Cavanaugh, Dylan	\$14.14	Paraprofessional Franklin	12/7/2020
Doolin, Brandy	\$14.18	Bus Attendant ELSC	11/30/2020
Dvorak, Madeline	\$12.20	Paraprofessional Taft	11/30/2020

Fitzgerald, Michael	\$14.18	Bus Attendant ELSC	11/9/2020
Gillen, Susan	\$14.18	Bus Attendant ELSC	11/23/2020
Glover, Trinity	\$14.18	Bus Attendant ELSC	11/16/2020
Gullett, Jennifer	\$11.74	Child Care Professional Collins Aerospace	11/23/2020
Harper, Celeste	\$15.03	Secondary Cook Franklin	12/7/2020
Herb, Sondra	\$18.71	Bus Driver ELSC	11/30/2020
Levins, Bonita	\$12.45	Paraprofessional Hiawatha	11/9/2020
Mullin, Brooke	\$28.86	Transition/Atten. Spec. Garfield	11/23/2020
Musker, Andrea	\$14.14	Paraprofessional Nixon	11/9/2020
Nassif, Michael	\$23.47	Field Support Spec. ELSC	11/9/2020
Ozbun, Jesse	\$12.20	Campus Security Washington	12/14/2020
Patterson, Ashley	\$12.20	Paraprofessional Franklin	12/14/2020
Powell, Christine	\$16.74	Custodian II Floater ELSC	11/16/2020
Preston, Kendra	\$14.14	Paraprofessional Hiawatha	11/16/2020

Ramirez, Marisol	\$15.03	Secondary Cook Wilson	11/30/2020
Robertson, Sarah	\$12.20	Paraprofessional Jefferson	12/7/2020
Schlabs, Shannon	\$15.89	Secretary ELSC	12/14/2020
Seidencranz, Brian	\$15.03	Secondary Cook Taft	11/9/2020
Sims, Ronald	\$12.20	Campus Security Washington	12/14/2020
Smestad, Kaileigh	\$11.74	Child Care Professional Collins Aerospace	11/23/2020
Taylor, Shayla	\$12.20	Paraprofessional Taft	11/23/2020
Thapa, Dhan	\$14.18	Bus Attendant ELSC	11/23/2020
Wadden, Cheryl	\$12.20	Paraprofessional Van Buren	11/16/2020

**CHANGE OF GRADE / POSITION - HOURLY STAFF**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Berger, Scott	\$22.12	Auto Mechanic Senior ELSC	11/12/2020
Cliff, Sarah	\$15.89	Managers Secretary ELSC	11/16/2020
Dusil, Michael	\$18.08	Custodian II Washington	11/30/2020
Jansen, Kari	\$15.03	Elem. Asst. Manager Jackson	11/23/2020

Kaltenbach, Mary	\$20.53	Paraprofessional Taft	11/2/2020
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**RESIGNATIONS - HOURLY STAFF**

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Bronemann, Shalay	Personal	Child Care Professional Collins Aerospace	11/25/2020
Cavil, Ja'Don	Personal	Bus Attendant ELSC	11/2/2020
Floyd, Samantha	Personal	Bus Attendant ELSC	11/6/2020
Fricke, William	Personal	Bus Attendant ELSC	11/19/2020
Funk, Matthew	Personal	Bus Attendant ELSC	10/23/2020
Gaines, Trenton	Personal	Paraprofessional Washington	11/10/2020
Harmon, Latasha	Personal	Paraprofessional Truman	11/10/2020
Iram, Fouzia	Personal	Cashier Nixon	11/9/2020
Johnston, Olivia	Personal	Paraprofessional Grant	11/17/2020
Jones, Paris	Personal	Paraprofessional Washington	11/10/2020
LeClere, Mary	Personal	Custodian Grant Wood	11/27/2020
Levins, Bonita	Personal	Paraprofessional Hiawatha	11/19/2020
Rimrodt, Jason	Personal	Paraprofessional Washington	12/1/2020

Smith, James	Personal	Bus Driver ELSC	10/9/2020
Troxel, Lori	Personal	Cashier Roosevelt	12/2/2020
Viktora, Laura	Personal	Elem. Asst. Manager Jackson	11/2/2020
Wharton, Owen	Personal	Custodian II Franklin	11/20/2020
Winkie, Clairese	Personal	Paraprofessional Viola Gibson	11/13/2020
Wolfe, Joseph	Personal	Bus Attendant ELSC	11/12/2020

**RETIREMENTS - HOURLY STAFF**

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Bruckman, Pamela		Paraprofessional Kenwood	11/24/2020
Hataway, Lee Anne		Media Secretary Grant	1/4/2021
Lentz, Rebecca		Paraprofessional Truman	1/4/2021
Micka-Rolwes, Betty		Media Secretary Cleveland	12/4/2020
Middlekauff, Kim		Custodian Kennedy	11/13/2020
Pino, Barbara		Child Care Professional Collins Aerospace	12/31/2020

**TERMINATIONS - HOURLY STAFF**

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Thalblum, Sabrina	Paraprofessional Jefferson	12/4/2020

**DEATH - HOURLY STAFF**

<u>Name</u>	<u>Assignment</u>	<u>Effective Date</u>
Hiatt, Rose	AP Spec./Project Asst. ELSC	11/22/2020

**SHORT TERM CONTRACTS**

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Boyd, Marcy	\$19,200.00	Van Driver Washington	11/17/2020
Hershner, Marta	\$16,903.00	Early Childhood Fac. ELSC	11/10/2020
King, Mary	\$9,450.00	Graphic Designer ELSC	11/6/2020





## CONSENT AGENDA

**BA-21-012/02 Policy Manual – Approval** - Polices 508 *“Voluntary Retirement Incentive Program – Licensed Teaching Staff”*, 509 *“Voluntary Retirement Incentive Program Administrative Staff”*, 510 *“Voluntary Retirement Incentive Program – Support Staff”*, and 511 *“Voluntary Retirement Incentive Program – All Staff”* (**Noreen Bush/Laurel Day**)

Exhibit: BA-21-012/02.1-37

### **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. This agenda item includes policies that were 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 Polices 508 *“Voluntary Retirement Incentive Program – Licensed Teaching Staff”*, 509 *“Voluntary Retirement Incentive Program Administrative Staff”*, 510 *“Voluntary Retirement Incentive Program – Support Staff”*, and 511 *“Voluntary Retirement Incentive Program – All Staff”* of the District Policy Manual as recommended by the Superintendent.

## **VOLUNTARY RETIREMENT INCENTIVE PROGRAM** **LICENSED TEACHING/NURSING STAFF**

### **SECTION A: Program for 2019-2020 School Year**

#### **PURPOSE**

To assist qualified long-term teacher/nurses transition from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

#### **ELIGIBILITY\*\***

Eligible employees must attain fifty five (55) years of age prior to July 1, 2020 and have been actively employed by the District for at least twenty (20) years in a full or part-time capacity. (For employees hired on or before June 30, 2019, if District service in this employee group was at least five (5) years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group from which they are retiring. Employees hired on or after July 1, 2019, the pro-rated benefit is not offered.) Employees who are age fifty four (54) and who will turn age fifty five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-2020 (The Teacher/Nurse will be considered to have voluntarily resigned and the Teacher/Nurse's continuing contract will be terminated as of the end of the 2019-2020 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty five (55)).

#### **APPLICATION**

Interested employees may apply by filing a written application with the Superintendent/designee after June 30, 2019 and on or before February 1, 2020 and retiring by June 30, 2020.

#### **DEFINITIONS**

Teacher/Nurse:

A "Teacher/Nurse" is defined as any licensed teacher/nurses of the District who are covered by the Master Contract between the District and the Cedar Rapids Education Association.

Years of Service:

A fiscal year of July 1 through June 30 will be used to calculate years of service. A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence. Part-time years of service shall be recognized as full years of service for determining eligibility. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service.) Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive.) A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence.

#### **INSURANCE**

A retiree may elect to participate in the District's group hospital/medical and drug insurance plan covering regular licensed teaching staff for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2020, any state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium

~~contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in subparagraph 3.a. and 3.b.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular teaching/nursing staff excluding dental coverage. Failure on the part of the retiree to make payment to the District of the retiree's contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the teacher/nurse reimburse the District for the insurance contributions made under the Voluntary Retirement Incentive Program. Retirees will not be afforded the opportunity to participate in the District dental insurance program.~~

~~If the retiree dies prior to the end of one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's spouse or partner and/or dependent(s) may elect to continue without interruption in the group insurance continuation program, with single or one (1) plus (+) child(ren) coverage, for the balance of up to a sixty (60) month period (as offered by the Metro Interagency Insurance Program guidelines) plus an additional coverage period of thirty six (36) months (as required by COBRA guidelines), or until the spouse or partner and/or dependent becomes eligible for federal Medicare insurance coverage, whichever is earlier, under the same terms and conditions referred to in subparagraph 3(a) above.~~

~~The District's group term life insurance provider allows a retiree to apply for conversion or porting of the District paid basic group term life insurance coverage that is in place at the time of retirement subject to the terms and conditions of the policy. For continued coverage, the teacher/nurse is required to apply for conversion or porting within thirty (30) days after the District group term life insurance coverage ends. The premium amount for the converted or ported coverage is at the expense of the teacher/nurse and is subject to adjustment by the life insurance provider as it will not be part of a group plan.~~

~~The District's term life insurance provider allows a retiree to continue to participate in the basic term life insurance coverage that was formerly paid by the District under the provider's guidelines. The teacher/nurse will be obligated to convert the group term basic life coverage to individual term life within thirty (30) days after District group coverage ends. The premium amount for this coverage is subject to adjustment upon the teacher/nurse's retirement as it will not be part of a group plan.~~

### INCENTIVE PAYMENT

~~An eligible teacher/nurse, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty five percent pay using the teacher/nurse's last full year's salary. (Which represents approximately 105 per diem days.) In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.~~

**WELLNESS PAYMENT**

The teacher/nurse shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the negotiated agreements beginning in 2003-04. Per this negotiated agreement provision, beginning as of July 1, 2003, teacher/nurses were/shall be eligible to receive an additional payment contributed to their voluntary incentive amount, above the base level amount maximum of 105 days, up to a maximum amount of 80 per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

Wellness Benefit Calculation Chart

Personal illness days used per school year	Additional per diem days credited to severance package
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

In applying these provisions, a teacher/nurse's Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last year of employment and shall not include any additional compensation for extra-curricular activities.

For the District's Voluntary Retirement Incentive Program covering Administrative Staff, see Board Policy 509. For the District's Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

**SECTION B: Program for 2020-2021 School Year**

Refer to Board Policy 511 "Voluntary Retirement Incentive Program—All Staff"

Approved: 02-27-06  
Revised: 11-17-06  
~~01-14-08~~  
12-08-08  
12-14-09  
11-08-10  
11-14-11  
12-10-12  
12-09-13  
12-08-14  
12-14-15  
12-12-16  
12-11-17  
12-10-18  
10-28-19

## **VOLUNTARY RETIREMENT INCENTIVE PROGRAM** **ADMINISTRATIVE STAFF**

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### **SECTION A: Program for 2019-2020 School Year**

#### **PURPOSE:**

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transition from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

#### **ELIGIBILITY:**

To be eligible for the Voluntary Retirement Incentive Program, an Administrator, prior to July 1, 2020, must have attained at least fifty-five (55) years of age and been employed by the district for at least twenty (20) years. (For employees hired on or before June 30, 2019, if District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group. Employees hired on or after July 1, 2019, the pro-rated benefit will not be offered.) Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2019 and on or before December 31, 2019 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-2020. An Administrator may retire with Voluntary Retirement benefits prior to the minimum requirement on a pro-rated basis provided he/she is at least fifty-five (55) years of age upon approval from the Superintendent and Board of Education. In this case, the Voluntary Retirement lump sum pay and the District's dollar contribution toward life and accidental death and dismemberment insurance shall be pro-rated using a calculation of the full benefit times a fraction calculated by using his/her years of service as the numerator and twenty (20) as the denominator. Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service. Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive). A fiscal year of July 1 through June 30 will be used to calculate years of service.

#### **DEFINITIONS:**

**ADMINISTRATOR:** An "Administrator" is defined as any licensed or non-licensed employee who is covered by the Meet and Confer Agreement between the District and the Executive Council.

#### **APPLICATION:**

This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2019 and on or before February 1st, 2020 and retiring by June 30, 2020.

#### **INSURANCE:**

The district's contribution toward health insurance premiums shall be provided as described below:

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid.

If, however, a retiree has been a primary participant in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District contribution toward the District's group hospital/medical and drug insurance plan for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2020, any state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion.

The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular full time Administrative staff excluding dental coverage. Either a fully qualified or partially qualified administrator who has been awarded participation in the voluntary retirement incentive program shall be eligible receive a District contribution to the employee's group health insurance, however, the amount may be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE).

Failure on the part of the retiree to make payment to the District of the retiree's contribution toward the cost of the insurance coverage not later than the fifteenth (15th) day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

For Administrators employed in the District as Administrators on or prior to June 30, 2006, the District shall, during the continuation of this benefit, pay up to \$1,211.12 per month toward health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. This contribution shall be pro-rated as described above for those who do not meet full length of service eligibility requirements. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and, if the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two years prior to the employee's retirement, that of his/her spouse or partner and/or dependent(s) in the plan and in the amount/type of coverage of his/her own choosing. The retiree shall pay any and all additional cost for coverage for himself/herself and his/her spouse or partner and/or dependent(s) beyond the District's contribution per month.

**Administrators shall receive**, at the District's expense, one hundred thousand dollars (\$100,000) term life insurance coverage and accidental death and dismemberment benefit insurance coverage of one hundred thousand dollars (\$100,000): **until the earliest** of 1. thirty six (36) months OR 2. until the Administrator becomes ineligible for term life insurance coverage per the provider's policy and/or accidental death and dismemberment coverage per the provider's policy OR 3. until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program, whichever is earliest.

For Administrators employed in the District as Administrators on or after July 1st, 2006, the District shall, during the continuation of this benefit, pay up to \$435 per month toward health coverage up to a maximum of ten (10) years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire four (4) years prior to the employee's retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense.

~~If the retiree dies prior to the end of the ten (10) year period, the employee's spouse/partner and/or dependents may, per Iowa code 509, continue to participate in the District's group health insurance program until the spouse/partner becomes eligible for Medicare or Medicaid at his/her own expense. If the retiree was receiving a District contribution toward his/her health insurance program upon his/her death, the District shall, for up to sixty (60) months, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse or partner and/or dependent(s) the same dollar contribution as was afforded the retiree.~~

**INCENTIVE PAYMENT:**

~~An eligible employee, upon Voluntary Retirement, shall receive as Voluntary Retirement pay one of the following:~~

~~For Administrators employed in the District as Administrators before July 1, 2000: an amount representing two hundred sixty (260) days' pay.~~

~~For Administrators employed in the District as Administrators on or after July 1, 2000 but prior to July 1, 2006: an amount representing one hundred and ninety five (195) days' pay.~~

~~For Administrators employed in the District as Administrators on or after July 1, 2006 but prior to July 1, 2007: an amount representing one hundred fifty (150) days' pay.~~

~~For Administrators employed in the District as Administrators on or after July 1, 2007: an amount representing 55% of their current salary (equates to 143 days pay).~~

~~This lump sum payment will be contributed by the District directly into a District sponsored and District selected 401(a) or 403(b) tax sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money. In applying these provisions, an employee who is eligible under subsection 2 above shall have his/her payment pro-rated per subsection 2 above. Also, if eligible per either subsection 1 or 2, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall include the daily rate of pay as provided in his/her base salary for the regular school year and shall not include any compensation for extra-curricular activities, extended employment, or other additional compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial time extended unpaid leave of absence.~~

**WELLNESS INCENTIVE PAYMENT:**

~~The employee shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2003-04. Beginning as of July 1, 2003, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2003-04 only and any personal/family illness leave unused prior to the start of the program in 2003-04 shall not be credited to the Wellness Benefit.~~

Wellness Benefit Calculation Chart

Personal/family illness days used per school year	Additional per diem days credited to severance package
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

In applying these provisions, an employee's Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other extra compensation.

For the District's Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District's Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

**SECTION B: Program for 2020-2021 School Year**

Refer to Board Policy 511 "Voluntary Retirement Incentive Program—All Staff"

Approved: ~~02-27-06~~  
Revised: ~~11-18-06~~  
~~01-14-08~~  
~~12-08-08~~  
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~~12-10-18~~  
~~10-28-19~~



## **VOLUNTARY RETIREMENT INCENTIVE PROGRAM SUPPORT STAFF**

### **SECTION A: Program for 2019-2020 School Year**

#### **PURPOSE**

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transition from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

#### **ELIGIBILITY**

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2020. The 2018-19 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for Support Staff who retire between July 1, 2019 and June 30, 2020, and the nature and scope of such program, prior to December 15, 2019. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits.

The District's Voluntary Retirement Incentive Program is available to eligible members of the District Support Staff as hereinafter set forth:

Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup, Salary Non-Administrative Meet and Confer (Table D) workgroup, Child Care Assistants (Table E) workgroup, Hourly Non-Administrative Meet and Confer (Table F) workgroup, Hourly Non-Administrative Meet and Confer (Table H) workgroup, Secretaries (Table J) workgroup, Food and Nutrition (Table K) workgroup, Custodians (Table L) workgroup, Carpenters (Table M) workgroup, Painters (Table N) workgroup, Teacher Associates (Table O) workgroup, Hearing Interpreters (Table Q) workgroup, Day-Care Directors (Table R) workgroup, IT Techs (Table S) workgroup, or Transportation (Table Y) workgroup shall have the opportunity to receive the following Voluntary Retirement Incentive Program. To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2020, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years. (For employees hired on or before June 30, 2019, if District service in these employee groups was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group from which they are retiring. Employees hired on or after July 1, 2019, the pro-rated benefit is not offered.) Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence. The total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one (1) year of service. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) A fiscal year of July 1 through June 30 will be used to calculate years of service. This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2019 and by February 1, 2020 and retiring by June 30, 2020. Those retiring after June 30, 2020 will be subject to the retirement program, if any, offered for those retiring in fiscal 2021 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

## APPLICATION

Written application must be submitted to the Superintendent/designee not later than February 1st. If the application is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

## INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. If a retiree has been a primary participant (not as a dependent) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District's contribution toward the District's group hospital/medical and drug insurance plan covering regular employees for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2020, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in Section 2.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular Support Staff excluding dental coverage.

- a) ~~Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup and Hourly Non-Administrative Meet and Confer (Table H) workgroup (who are assigned to work an employment contract that is at least two hundred fifty nine (259) days or greater in length) employed prior to July 1st, 2006, the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.~~
- b) ~~Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup and Hourly Non-Administrative Meet and Confer (Table H) workgroup (who are assigned to work an employment contract that is at least two hundred fifty nine (259) days or greater in length) employed on or after July 1st, 2006, the District shall, during the continuation of this benefit, pay up to \$435.00 per month toward the cost of health coverage.~~
- c) ~~Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup (who are assigned to work an employment contract that is less two hundred fifty nine (259) days in length), Child Care Assistants (Table E) workgroup, Hourly Non-Administrative Meet and Confer (Table F) workgroup (who are assigned to work an employment contract that is less than two hundred fifty nine (259) days in length), Secretaries (Table J) workgroup, Food and Nutrition (Table K) workgroup, Carpenters (Table M) workgroup, Painters (Table N) workgroup, Teacher Associates (Table O) workgroup, Hearing Interpreters (Table Q) workgroup, Day Care Directors (Table R) workgroup, IT Techs. (Table S) workgroup, or Transportation (Table Y) workgroup, the District shall, during the continuation of this benefit, pay up to \$435.00 per month toward the cost of health coverage.~~
- d) ~~Custodians (Table L) workgroup employed by the District as Custodians prior to March 1, 2006, the District shall, during the continuation of this benefit, pay toward the cost of the group health insurance coverage up to the dollar amount contributed per month to the employee in his/her last full year of employment with the District per the workgroup handbook.~~
- e) ~~Custodians (Table L) workgroup employed by the District as Custodians after March 1, 2006, the District shall, during the continuation of this benefit, pay up to \$435.00 toward the cost of the group health insurance coverage.~~

If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire four (4) years prior to the employee's retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and, if covered by the District health insurance program for the entire four (4) years prior to the employee's retirement, that of his/her spouse or partner and/or dependent(s). The retiree shall pay any and all additional cost for coverage for his/her spouse or partner and/or dependent(s) beyond the District's contribution per month. This District contribution to the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year(s) in which they are on a partial time extended unpaid leave of absence. Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the spouse or partner and/or dependent(s). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions.

### INCENTIVE PAYMENT

- a) ~~Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty nine (259) days or greater in length) employed prior to July 1, 2006, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and ninety five (195) days' pay using the employee's salary in his/her last full year of employment with the District.~~
- b) ~~Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup and Hourly Non-Administrative Meet and Confer (Table H) workgroup employed on or after July 1, 2006 through June 30, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District.~~
- e) ~~Members of the Salary Non-Administrative Meet and Confer (Table B) workgroup and Hourly Non-Administrative Meet and Confer (Table H) workgroup employed on or after July 1, 2008, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District.~~
- d) ~~Members of the Salary Non-Administrative Meet and Confer (Table D), Hourly Non-Administrative Meet and Confer (Table F), Hearing Interpreters (Table Q) workgroup, Day Care Directors (Table R) workgroup and IT Techs. (Table S) workgroup shall receive as Voluntary Retirement pay an amount representing fifty five percent (55%) of salary using the employee's salary in his/her last full year of employment with the District.~~

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**WELLNESS INCENTIVE**

Employees of the Salary Non-Administrative Meet & Confer (Table B) workgroup (who are assigned to work an employment contract that is at least two hundred fifty nine (259) days or greater in length) and Salary Non-Administrative Meet and Confer (Table D) workgroup (who are assigned to work an employment contract that is less than two hundred fifty nine (259) days) shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2005-06. Beginning as of July 1, 2006, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

Employees of the Day Care Directors (Table R) workgroup shall be paid for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning as of July 1, 2019, employees shall be eligible to receive an additional payment contributed to their incentive payment, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

**Wellness Benefit Calculation Chart**

Personal/family illness days used per school year	Additional per diem days credited to severance package
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

In applying these provisions, an employee's Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Secretaries (Table J) workgroup shall have the following Wellness Benefit.

The employee shall be paid for any days accumulated under a Wellness Incentive beginning in 2005-06. Beginning as of July 1, 2006, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

**Wellness Benefit Calculation Chart**

Personal/family illness days used per school year	Additional per diem days credited to severance package
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

In applying these provisions, an employee's Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

Members of the Teacher Associate (Paraeducator) employee group (Table O) shall have the opportunity to receive the following Voluntary Retirement Incentive program. A "Teacher Associate" is defined as any employee who is covered by the negotiated agreement between the District and Cedar Rapids Organization of Teacher Associates. (CROTA.) The incentive payment shall be 15% of the employee's unused sick leave.

Teacher Associates shall also have the following Wellness Benefit:

The employee shall be paid for any days accumulated under a Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive an additional payment contributed to their incentive payment, above the base level amount, up to a maximum amount of forty (40) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

**Wellness Benefit Calculation Chart**

Personal/family illness days used per school year	Additional per diem days credited to severance package
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

In applying these provisions, an employee's Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

For the District's Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District's Voluntary Retirement Incentive Program Administrative personnel, see Board Policy 509.

**SECTION B: Program for 2020-2021 School Year**

Refer to Board Policy 511 "Voluntary Retirement Incentive Program— All Staff"

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## **VOLUNTARY RETIREMENT INCENTIVE PROGRAM ALL STAFF**

### **SECTION A: Program for 2020-2021 School Year**

#### **PURPOSE**

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

#### **ELIGIBILITY**

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2021. The 2019-20 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2020 and June 30, 2021, and the nature and scope of such program, prior to December 15, 2020. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2021, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2020 and by February 1, 2021 and retiring by June 30, 2021. Those retiring after June 30, 2021 will be subject to the retirement program, if any, offered for those retiring in fiscal 2022 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.



## APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2021. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

## INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2021, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible\* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

(\*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage either due to age or disability, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

**SCHEDULE OF BENEFITS BY WORKGROUP**

**TEACHERS/NURSES (TABLE A OR AN)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0



**SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)**

**Retirement Incentive Payment**

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in ~~three~~ **three** (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
<del>50</del>	3
<del>61</del>	2.5
<del>72</del>	2
<del>83</del>	1.5
<del>94</del>	1
<del>105</del>	.5
<del>11 or more</del> <sup>6</sup>	0

**CHILD CARE ASSISTANTS (TABLE E)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)**

**Retirement Incentive Payment**

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**SECRETARIES (12 MONTH & <12 MONTH) – (TABLE J)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/family illness days used per fiscal year</b>	<b>Days Earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0

**FOOD & NUTRITION (TABLE K)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

Hired prior to March 1, 2006 - the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**CARPENTERS (TABLE M)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**PAINTERS (TABLE N)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**TEACHER ASSOCIATES (TABLE O)**

**Retirement Incentive Payment**

The incentive payment shall be 15% of the employee’s unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/family illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

**HEARING INTERPRETERS (TABLE Q)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**DAYCARE DIRECTORS (TABLE R)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**IT TECHNICIANS (TABLE S)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District

selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**TRANSPORTATION (TABLE Y)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**ADMINISTRATORS (TABLE Z OR ZN)**

**Retirement Incentive Payment**

Hired prior to July 1, 2000 – an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006 - an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007 - an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.



Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Retiree Life Insurance**

Administrators shall receive, at the District's expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider's policy and/or accidental death and dismemberment coverage per the provider's policy, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**SECTION BA: Program for 20210-20221 School Year**

**PURPOSE**

In the Cedar Rapids Community School District, a Voluntary Retirement Incentive Program serves to assist qualified long-term employees transitioning from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year's needs and the financial climate of the District.

**ELIGIBILITY**

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2022+. The 202019-210 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 20210 and June 30, 2022+, and the nature and scope of such program, prior to December 15, 20210. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2022+, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 20210 and by February 1, 2022+ and retiring by June 30, 2022+. Those retiring after June 30, 2022+ will be subject to the retirement program, if any, offered for those retiring in fiscal 20232 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.

## APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2022<sup>+</sup>. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

## INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2022<sup>+</sup>, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). It is each retiree's duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer's health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible\* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

(\*Refer to the SCHEDULE OF BENEFITS BY WORKGROUP" section to determine eligibility for a District health insurance contribution.)

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage either due to age or disability, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

**SCHEDULE OF BENEFITS BY WORKGROUP**

**TEACHERS/NURSES (TABLE A OR AN)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

In applying these provisions, a teacher/nurse's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after July 1, 202~~10~~ and on or before December 31, 202~~10~~ may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 20~~2019~~-2~~10~~. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 202~~10~~-202~~21~~ school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

Teacher/Nurses are not eligible for a District contribution toward the cost of Retiree medical coverage as the District contributes to a Post-Employment Health Savings Plan (PEHSP) on their behalf instead.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2003, teacher/nurses shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

**SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE B)**

**Retirement Incentive Payment**

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days’ pay using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2005.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**SALARY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE D)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in ~~there~~ three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Table D employees who are age (54) and who will turn age fifty-five (55) after July 1, 202~~10~~ and on or before December 31, 202~~10~~ may request an unpaid, extended leave of absence for the portion of the 202~~10~~-202~~21~~ school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 20~~2019~~-2~~10~~. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 20~~2019~~-2~~10~~ school year, or, if taking an extended, unpaid leave of absence to start the 202~~10~~-202~~21~~ school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Employee shall be eligible to receive an additional payment contributed to their retirement incentive amount, up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
<del>50</del>	3
<del>61</del>	2.5
<del>72</del>	2
<del>83</del>	1.5
<del>94</del>	1
<del>105</del>	.5
<u>11 or more</u> <del>6</del>	0



**CHILD CARE ASSISTANTS (TABLE E)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK LESS THAN 259 DAYS) (TABLE F)**

**Retirement Incentive Payment**

An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, the lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the employee will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**HOURLY EMPLOYEES – NON-ADMINISTRATIVE MEET & CONFER (SCHEDULED TO WORK 259 DAYS OR MORE) (TABLE H)**

**Retirement Incentive Payment**

Hired prior to July 1, 2006 – an amount representing one hundred and ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2008 - an amount representing one hundred and fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2008 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**SECRETARIES (12 MONTH & <12 MONTH) – (TABLE J)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2005-06. Beginning July 1, 2006, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2005-06 only and any personal illness leave unused prior to the start of the program in 2005-06 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/family illness days used per fiscal year</b>	<b>Days Earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11	0



**FOOD & NUTRITION (TABLE K)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

Hired prior to March 1, 2006 - the District shall, during the continuation of this benefit, pay up to the dollar amount contributed per month to the retiree in his/her last full year of employment with the District.

Hired on or after March 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**CARPENTERS (TABLE M)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**PAINTERS (TABLE N)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**TEACHER ASSOCIATES (TABLE O)**

**Retirement Incentive Payment**

The incentive payment shall be 15% of the employee’s unused sick leave. This benefit is paid in one lump sum payment to the retiree through the payroll department after their last regular paycheck has been paid.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/family illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
0	3
1	2.5
2	2
3	1.5
4	1
5	.5
6	0

**HEARING INTERPRETERS (TABLE Q)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**DAYCARE DIRECTORS (TABLE R)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) of current salary using the employee’s salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2018-19. Beginning July 1, 2019, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2018-19 only and any personal illness leave unused prior to the start of the program in 2018-19 shall not be credited to the Wellness Benefit.

In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

**IT TECHNICIANS (TABLE S)**

**Retirement Incentive Payment**

An amount representing fifty-five percent (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District

selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**TRANSPORTATION (TABLE Y)**

**Retirement Incentive Payment**

Does not apply.

**District Contribution Towards Retiree Medical**

The District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Wellness Payment**

Does not apply.

**ADMINISTRATORS (TABLE Z OR ZN)**

**Retirement Incentive Payment**

Hired prior to July 1, 2000 – an amount representing two hundred sixty (260) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2000 through June 30, 2006 - an amount representing one hundred ninety-five (195) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2006 through June 30, 2007 - an amount representing one hundred fifty (150) days' pay using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

Hired on or after July 1, 2007 - an amount representing fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District in which 50% or more of the scheduled contract days were worked per their workgroup calendar.

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

Administrators with 20 or more years of service in the Administrator workgroup, will receive a full, non-prorated incentive benefit as outlined earlier in this section. Administrators with less than 20 years of continuous District service who are eligible for a prorated Administrator incentive and who also worked as a Teacher in the District (without a break in service) prior to becoming a District Administrator will receive a secondary prorated incentive payment. The secondary payment will be pro-rated to their years of service in the Teacher workgroup but not to exceed 20 years total between the Administrator and Teaching positions. The secondary incentive payment represents fifty-five percent (55%) of current salary using the employee's salary in his/her last full year of employment with the District (in which 50% or more of the scheduled contract days were worked per their workgroup calendar). In applying this provision, the Administrator prorated incentive will be calculated first and the Teacher incentive will be calculated as a secondary prorated benefit; the combined years of service between the Administrator position and the Teacher position will not exceed 20 years. For example, if the employee has 15 years of service as an Administrator and 10 years of service as a Teacher, the Administrator incentive will be calculated as 15/20ths and the secondary Teacher incentive payment will be calculated as 5/20ths for a combined prorated incentive payment based on not more than 20 years total.

Administrators who are age (54) and who will turn age fifty-five (55) after July 1, 202~~10~~ and on or before December 31, 202~~10~~ may request an unpaid, extended leave of absence for the portion of the 202~~10~~-202~~21~~ school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 202~~09~~-21~~0~~. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 202~~09~~-21~~0~~ school year, or, if taking an extended, unpaid leave of absence to start the 202~~10~~-202~~21~~ school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

Hired prior to July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$1211.12 per month toward health coverage.

Hired on or after July 1, 2006 - the District shall, during the continuation of this benefit, pay up to \$435 per month toward the cost of health coverage.

**Retiree Life Insurance**

Administrators shall receive, at the District's expense, one hundred thousand dollars (\$100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider's policy and/or accidental death and dismemberment coverage per the provider's policy, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

**Wellness Payment**

Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2003-04. Beginning July 1, 2004, employees shall be eligible to receive an additional payment contributed to their retirement incentive amount up to a maximum amount of eighty (80) per diem days. There will be no credit for unused personal illness leave prior to July 1, 2004.

In applying these provisions, an employee's Wellness lump sum payment shall be based upon the regular per diem rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

<b>Personal/Family Illness days used per fiscal year</b>	<b>Days earned; prorated if FTE is less than 1</b>
5	3
6	2.5
7	2
8	1.5
9	1
10	.5
11 or more	0

Approved: 02-27-06  
Revised: 11-17-06  
01-14-08  
12-08-08  
12-14-09  
11-08-10  
11-14-11  
12-10-12  
12-09-13  
12-08-14  
12-14-15  
12-12-16  
12-11-17  
12-10-18  
10-28-19

## CONSENT AGENDA

### **BA-21-124/02 Stipulation of Substitute Teacher Pay - 2020-2021 School Year (Linda Noggle)**

#### **Action Item**

#### **Pertinent Fact(s):**

1. Several school districts in the metropolitan area work together to secure the services of substitute teachers using Sub Central which is housed at Grant Wood AEA and funded by member districts.
2. In order to work cooperatively, pay rates for day-to-day subs are requested to be the same for all Sub Central schools. This year, human resources officials from Sub Central schools are recommending the following rates: \$15.50/hour for a full day and \$16.00/hour for less than 4 hours in a day. This will be a .25 cent increase this year.
3. Long term substitute teachers are those who work at least eleven consecutive days in the same assignment. The users of Sub Central have not agreed upon a standard pay rate for long-term subs. The Cedar Rapids Community School District's payment for long-term subs is a flat rate of \$26.00 hour for the 11<sup>th</sup> day thru 21<sup>th</sup> day and \$30.00/hour for any assignment above 21 days.
4. This is a significant rate structure change for our long-term substitutes. We will be removing the years of experience and replacing it with a strategy that recognizes the length of the assignment.

#### **Recommendation:**

It is recommended the Board of Education approve the Stipulation of Substitute Teacher Pay for the 2020-2021 School Year.

## CONSENT AGENDA

**BA-21-159**      **Approval - Wilson Middle School - Gym Floor Refinishing Project -  
Change Order Number One (Chris Gates)**

Exhibit: BA-21-159.1-4

### **Action Item**

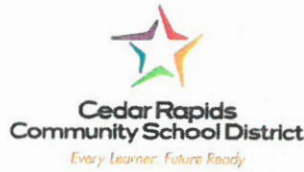
#### **Pertinent Fact(s):**

1. H2I is the contractor for this project with a contract amount of \$36,956.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PEEL).
2. H2I is requesting a Change Order in the amount of \$17,155.00, for a new contract amount of \$54,111.00.
  - Change Order #1 results from an unforeseen condition resulting in adding material and labor to remove the existing flooring completely and install new maple flooring.

#### **Recommendation:**

It is recommended that the Board of Education approve Change Order Number One to H2I for the Wilson Middle School - Gym Floor Refinishing Project.





**Change Order No. ONE**

**PROJECT:**  
Wilson Middle School  
Gym Floor Refinish Project 2020

**CONTRACTOR:**  
H2I Group

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

The contract is changed as follows:

Add for all material and labor to remove the existing flooring completely and install new maple flooring. See attached quote.

Original contract sum	\$36,956
Change by prior change orders	\$0
Contract sum prior to this change order	\$36,956
Contract sum Increase or (decrease) by this change order	\$17,155
New contract sum including this Change order	\$54,111
Contract time will be increased (decreased) by	0 days

**Not Valid until signed by the Contractor and Board Secretary.**

H2I Group  
Contractor

Digitally signed by Mike Propp  
DN: C=US, E=mpropp@h2igroup.com, CN=Mike Propp  
Date: 2020.10.29 12:20:37-0500'

Signature Mike Propp, CEO

10/29/2020  
Date

Chris Gates  
Project Supervisor

Signature

10-23-2020  
Date

Laurel Day, Secretary to the Board

Date



3120 Capital Way | Cedar Falls, IA 50613 | Ph: 319.553.4351 | Fax: 612.378.2236 | Toll Free: 800.795.0696

## Change Order

To: Chris Gates

Date: 10/19/2020

Project: Wilson Middle School

Location: Cedar Rapids, Ia.

Architect:

Attn:

Addendum:

We propose to furnish the following as manufactured by \_\_\_\_\_ using standard design, materials, construction sizes and colors.

Material, freight and installation.....\$17,155

### Pricing Includes:

1. Dumpster for floor removal
2. Remove maple flooring down to existing sleepers
3. Install new 25/32x2 ¼ XL maple on top of existing sleepers

Remaining contract will stay the same. Sand, paint game lines, logo, and finish

Original contract price for West and Stage Gym repair and refinish - \$36,956

Original cost for repair of 500sf and sand and refinish of the West Gym - \$21,811

New total cost to remove and replace entire West Gym maple, sand and refinish - \$38,966 (\$21,432 for material and freight, and \$17,534 for labor and job supplies.)

New price minus original price = 38,966 – 21,811 = \$17,155

### Qualifications:

1. Pricing good for 1 production run and 1 delivery
2. Due to the unsettled nature of "Steel Tariffs" and "Freight Regulations", any such surcharges are not included in this proposal. Any steel or freight surcharges incurred will be passed along to the customer.
3. Proposed project schedule:

Shop Drawings	weeks
Approval Process	weeks
Manufacturing Lead Time	weeks
Shipping	weeks
Installation	weeks

### Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Any Liquidated, Consequential and/or Actual Damages clauses.



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[h2igroup.com](http://h2igroup.com)  
[info@h2igroup.com](mailto:info@h2igroup.com)





3120 Capital Way | Cedar Falls, IA 50613 | Ph: 319.553.4351 | Fax: 612.378.2236 | Toll Free: 800.795.0696

3. Charges for vertical transportation, Mechanical utilities and connections, Electrical utilities and connections, Bonds, Removal of existing equipment, Traps, Ducts, Fume hood fan/blowers, Fume hood testing/balancing, Rubber/vinyl base, In-wall backing/blocking.
4. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

**SEE PAGE 3 for Terms & Conditions**

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract", 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.

**TERMS: Net 30 Days**

ACCEPTED: Company \_\_\_\_\_  
Name \_\_\_\_\_  
Date \_\_\_\_\_

RESPECTFULLY,  
**H2I Group, Inc.**

By *Shawn Sundine*

Shawn Sundine  
Project Manager

Note: This quotation is offered for acceptance within 30 days and is subject to revision beyond that time.



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[h2igroup.com](http://h2igroup.com)  
[info@h2igroup.com](mailto:info@h2igroup.com)







3120 Capital Way | Cedar Falls, IA 50613 || Ph: 319.553.4351 | Fax: 612.378.2236 | Toll Free: 800.795.0696

**PROPOSAL [Keywords]**

**H2I Group Inc. Terms and Conditions**

**General**

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

**Site Conditions**

A smooth, level and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

**Acceptance**

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

**Installation**

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

**Engineering**

All engineering, proposal drawings, specifications shall represent H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I's interests.

**Changes**

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

**Liability**

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

**Payment**

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in onsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to exercise its lien rights at all times in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

**Disputes**

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

**Cancellation**

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

**Warranty**

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

**Insurance**

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

**Codes**

Customer, architect and/or contractor shall be responsible for all local, state and federal agency code compliance, permits, fees, design, engineering and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)



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## CONSENT AGENDA

**BA-21-160      Resolution - Permanent Easement - Hoover Elementary School  
with Interstate Power & Light Company (Jon Galbraith)**

Exhibit: BA-21-160.1-4

### **Action Item**

### **Pertinent Fact(s):**

1. Interstate Power & Light Company is requesting a Permanent Utility Easement at Hoover Elementary School. The area in question is as follows:
  - a. A 20 x 20 pad of land located in the NW corner at Hoover Elementary School.
2. CRCSD has no intention of building on this property nor should the Permanent Easement cause any future hardship to CRCSD.
3. Board acceptance of the Agreement is contingent on the outcome of the Public Hearing and final Board action slated for January 2021.

### **Recommendation:**

It is recommended that the Board of Education approve the Resolution for the Permanent Easement at Hoover Elementary School with the Interstate Power & Light Company.

RESOLUTION

WHEREAS, Interstate Power & Light Company, Iowa has presented a proposal for the purchase of real estate owned by the Cedar Rapids Community School District ("District"), located on the Hoover Elementary School property located at 4141 Johnson Avenue NW, Cedar Rapids, Iowa, and legally described as:

See attached Exhibit A. ("Property")

WHEREAS, the purpose of selling the property is to allow Interstate Power & Light Company to have the land needed to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines; and

WHEREAS, Interstate Power & Light Company proposal offers compensation to the District in the amount of \$1 for said property; and

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

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

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

Section 1. That this Board shall set a public hearing on the permanent easement of the above-described property for January 11, 2021 at 5:30 p.m., via <https://www.youtube.com/EngageCRschools/>. Once in YouTube, click the appropriate LIVE video for audio access to the meeting. Any persons interested may publicly participate by calling 319-558-2000 at 5:30 PM, or by submitting their comments prior to the meeting start time to [lday@crschools.us](mailto:lday@crschools.us) and file objections to the proposed plans, specifications, form of contract, or cost of such improvement.

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

PASSED AND APPROVED this 14<sup>th</sup> day of December 2020.

CEDAR RAPIDS COMMUNITY SCHOOL  
DISTRICT

Attest:

By: \_\_\_\_\_

Laurel Day, Board Secretary

By: \_\_\_\_\_

Nancy Humbles, Board President

Prepared by: Brenda Koppes – Ulteig Engineers – 1455 Sherman Road., Hiawatha, IA 52233 (319) 286-3017  
Return to: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514

SPACE ABOVE THIS LINE FOR RECORDER

## UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Cedar Rapids Community School District** (“Grantor(s)”), ADDRESS: 4141 Johnson Avenue NW Cedar Rapids, Iowa 52405 do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “Line” or “Lines”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Linn, and the State of Iowa:

See Attached Exhibit A, page 3

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

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

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

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

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



Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GRANTOR(S):**

By: \_\_\_\_\_  
Print Name and Title

By: \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, AD. 2020,  
before me, the undersigned, a Notary Public in and for said State,  
personally appeared

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ to me personally known

or \_\_\_\_\_ provided to me on the basis of satisfactory  
evidence

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

NOTARY SEAL \_\_\_\_\_  
(Sign in Ink)

\_\_\_\_\_  
(Print/type name)

Notary Public in and for the State of \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_.

**CAPACITY CLAIMED BY SIGNER**

\_\_\_\_\_ INDIVIDUAL  
\_\_\_\_\_ CORPORATE  
Title(s) of Corporate Officers(s):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ N/A  
\_\_\_\_\_ Corporate Seal is affixed  
\_\_\_\_\_ No Corporate Seal procured

\_\_\_\_\_ PARTNER(s)  
\_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership

\_\_\_\_\_ ATTORNEY-IN-FACT  
\_\_\_\_\_ EXECUTOR(s),  
\_\_\_\_\_ ADMINISTRATOR(s),  
\_\_\_\_\_ or TRUSTEE(s);  
\_\_\_\_\_ GUARDIAN(s)  
\_\_\_\_\_ or CONSERVATOR(s)  
\_\_\_\_\_ OTHER

\_\_\_\_\_  
\_\_\_\_\_

**SIGNER IS REPRESENTING:**

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

\_\_\_\_\_  
\_\_\_\_\_



Exhibit A

PROPERTY DESCRIPTION

\*The Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) 1 the Southeast Quarter (SE¼) of Section Twenty-five (25), Township Eighty-three (83) North, Range Eight (8), West of the 5th P.M." and other lands...

*As described in Warranty Deed filed in Book 896, Page 371  
Office of the Recorder, Linn County, Iowa.*

EASEMENT DESCRIPTION

A tract of land for easement purposes on, over and across the above described property, more particularly described as follows:  
The South 20 feet of the West 20 feet of said NW¼ NW¼ SE¼, exclusive of road Right of Way, containing 400 square feet (0.009 acres) more or less.



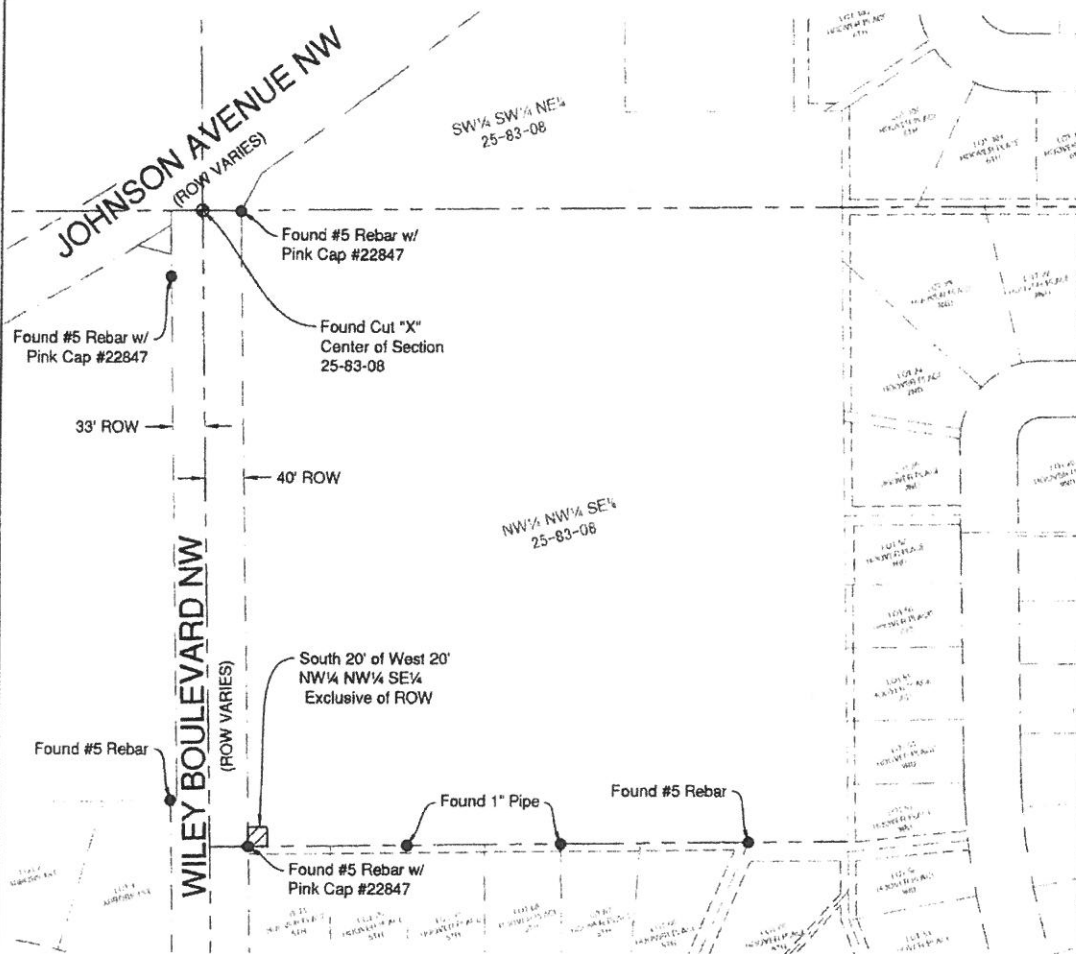
SCALE: 1" = 150'  
Orientation of this bearing system is Iowa State Plane North (NAD 83)  
This Survey was performed using the Iowa RTN Network

OWNERS

Independent School District of Cedar Rapids  
Warranty Deed - Book 896, Page 371

SURVEY REQUESTED BY

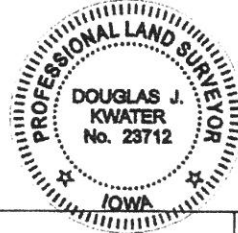
Alliant Energy  
200 1st Street SE  
Cedar Rapids, IA 52401



I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Douglas J. Kwater* 11/06/2020  
Douglas J. Kwater Date

Iowa license number 23712  
License renewal date is December 31, 2021



Cedar Rapids - Sioux Falls - Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis  
1455 Sherman Road  
Hiawatha, Iowa 52233  
Phone: 319.286.3000  
Web: www.ulteig.com

Exhibit A

Project Number: R20.02027  
Date: 11/05/2020  
Drawn By: DJK  
Approved By: DJK  
Sheets: 1 of 1

## CONSENT AGENDA

**BA-21-161      Final Approval - Jefferson High School - Masonry Project -  
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-21-161.1-4

### **Action Item**

### **Pertinent Fact(s):**

The project was completed for the contract price of \$169,476.00, plus net Change Orders in the amount of \$3,168.00, for a final contract price of \$172,644.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PEEL). The project was substantially completed on September 17, 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 - Jefferson High School - Masonry Project.

 **AIA**® Document G704™ – 2017

**Certificate of Substantial Completion**

**PROJECT:** *(name and address)*  
CRCSD 2020-21 Masonry Repairs -  
Jefferson High School

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: January 28, 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)*  
Bi-State Masonry, Inc.  
3511 8th Street  
Rock Island, Illinois 61201

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.)*

Total Project

Solum Lang Architects,  
LLC

ARCHITECT *(Firm Name)*

  
SIGNATURE

Jeffrey J Portman, Architect  
PRINTED NAME AND TITLE

September 01, 2020

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 ten (10) 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:

Bi-State Masonry, Inc.

CONTRACTOR *(Firm Name)*

Cedar Rapids Community  
School District

OWNER *(Firm Name)*

  
SIGNATURE

Chris Belsor  
PRINTED NAME AND TITLE

9-17-20  
DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE

# Punch List



TO:	Bi-State Masonry	PROJECT:	CRCSD 2020-21 Masonry Repairs Jefferson High School
ATTN:	Chris Belser	PROJECT #:	19028-F
Date Held on:	9.01.2020	Transmit Via:	Email
Date Distributed:	9.07.2020	Area Reviewed	All Work

The following items were noted during the on-site inspection of the identified portion of the work and do not necessarily indicate all the work required to fulfill the Contract requirements. This list is not to be considered all inclusive and does not alter the responsibility of the Contractor to complete in accordance with Contractor's responsibility is still obligated to perform all work in the construction documents regardless of whether items are identified here or not. Any disputes regarding responsibility must be submitted in writing within 5 days of receipt if the punch list to the Architect for evaluation and/or reassignment.

Room No.	Room Name	Description of Work	Check Off
		<b>General Notes</b>	
		Complete cleanup around base of walls – remove mortar dust, etc. Fill and seed any grass areas of site disturbed by work.	
		Complete waterproofing, and warranty testing.	
		Provide all closeout documents, including O&M Manuals, balance/testing reports, as-built drawing markups, and project lien wavers.	
	NW Corner	Repair new sealant joint between new work and existing building – sealant is not adhered properly.	
	West Wall	North and South end of windows – Repair new sealant joint which is not adhered properly.	
	South wall	SE corner at base, fill brick void w/ mortar.	
	East wall	South side of all (3) garage doors, repair sealant at head which is not adhered properly.	
		North side of all (3) garage doors, Fill gap at top of corner guard with sealant.	
		North end of window wall – replace cracked mortar at base of window corner with color-matched sealant w/ sand in sealant face.	
	North Wall	Address protruding/irregular joints in wall behind cooler (appears to have been a start/stop transition zone which did not blend properly)	
	(Faces South)	Remove and Replace (2) brick behind cooler which are damaged.	



# APPLICATION AND CERTIFICATE FOR PAYMENT

## CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMa

PAGE ONE OF PAGES

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

PROJECT:  
CRCSD 2020-21  
Masonry Repairs-  
Jefferson High School

APPLICATION NO: Retainage  
BI-STATE INVC. NO: 4683  
PERIOD TO: 9/30/2020  
PROJECT NO: 20007

Distribution to:  
 OWNER  
 CONSTRUCTION  
MANAGER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR:  
Bi-State Masonry, Inc.  
3511 8th Street  
Rock Island, Illinois 61201

VIA CONSTRUCTION MANAGER:  
CONTRACT FOR: Masonry Restoration  
VIA ARCHITECT: Solum Lang Architects

CONTRACT DATE: 1/28/2020

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	169,476.00
2. Net change by Change Orders	\$	3,168.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	172,644.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	172,644.00
5. RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	172,644.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	164,011.80
8. CURRENT PAYMENT DUE	\$	8,632.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$3,168.00	
TOTALS	\$3,168.00	\$0.00
NET CHANGES by Change Order	\$3,168.00	

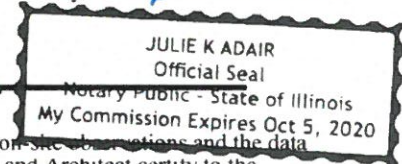
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:



By: \_\_\_\_\_ Date: 9/30/2020  
Chris Belser

State of: Illinois County of: Rock Island  
Subscribed and sworn to before me this 30th day of September 2020  
Notary Public: Julie K Adair  
My Commission expires: Oct 5, 2020



### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their 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 \$ 8,632.20

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

CONSTRUCTION MANAGER:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ARCHITECT: SOLOM LANG ARCHITECTS  
By: \_\_\_\_\_ Date: 11.16.2020

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

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: Retainage  
APPLICATION DATE: September 30, 2020

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

PERIOD TO: September 30, 2020

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

ARCHITECT'S PROJECT NO: CRCSD JHSCR

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	\$12,811.00	\$12,811.00			\$12,811.00	100%	\$0.00	
2	Tuckpointing	\$103,477.50	\$103,477.50			\$103,477.50	100%	\$0.00	
3	Water Repellent	\$11,497.50	\$11,497.50			\$11,497.50	100%	\$0.00	
4	Sealant	\$5,937.50	\$5,937.50			\$5,937.50	100%	\$0.00	
5	Bollards	\$4,500.00	\$4,500.00			\$4,500.00	100%	\$0.00	
6	Brick Replacement	\$625.00	\$625.00			\$625.00	100%	\$0.00	
7	Alternate 1 tuckpointing	\$25,258.50	\$25,258.50			\$25,258.50	100%	\$0.00	
8	Alternate 1 Water Repellent	\$2,806.50	\$2,806.50			\$2,806.50	100%	\$0.00	
9	Alternate 1 Sealant	\$2,562.50	\$2,562.50			\$2,562.50	100%	\$0.00	
10	Change Order #1	\$3,168.00	\$3,168.00			\$3,168.00	100%	\$0.00	
GRAND TOTALS		\$172,644.00	\$172,644.00	\$0.00	\$0.00	\$172,644.00	100.00%	\$0.00	\$0.00

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

## CONSENT AGENDA

**BA-21-162      Tabulation – Musical Instruments - 2020-2021 School Year (Tom Day/Beth Davies)**

Exhibit: BA-21-162.1-2

### **Action Item**

### **Pertinent Fact(s):**

Musical Instrument resources come from the Instructional Support Levy (ISL) and are allocated on an annual basis. Funds are used for non-repairable/replacement equipment at CRCSD middle and high schools.

### **Recommendation:**

It is recommended that the Board of Education approve the Tabulation - Musical Instruments for the 2020-2021 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
Purchasing Department  
2500 Edgewood Rd NW  
Cedar Rapids, Iowa 52405  
December 2020

**Tabulation – Musical Instruments [Bid 1443]**

Furnish 84 various instrumental music equipment items as per bid specifications.

Summary of the awards follows.

<u>Music &amp; Arts</u>	<u>10 items</u>	<u>\$2,898.51</u>
Amp for Drum Kit, Clarinet, Keyboard, Keyboard Case, Marimba Mallets, Microphone Mount & Wind Screens, Pipe Clamp, Tuba Case, Viola Strings		
<u>Nick Rail Music</u>	<u>4 items</u>	<u>\$2,191.50</u>
Sax Reeds, Clarinets, Microphone Stand, Violin String Sets		
<u>Schultz Strings</u>	<u>19 items</u>	<u>\$16,491.50</u>
Bass (2 different sizes), Bass Bows 1/2, Bass Bow 3/4, Cello Bows 3/4, Cello Bow 4/4, Cellos, Shoulder Rests, Viola Bows 13", Viola Bows 14", Viola 14", Viola 5.5", Violin Bows 4/4, Violin Bows 10", Violin Bows 3/4, Violin Bows 4/4, Violins 3/4, Violins 4/4, Cello Bows 1/2		
<u>Steve Weiss Music</u>	<u>10 items</u>	<u>\$1,060.00</u>
Xylophone Mallets, Percussion Trap Table, Marimba Mallets, Bell Mallets, Boom Cymbal Stand, Conga Set, Crash Cymbal Straps, Crash Cymbals, Drumsticks, Gibraltar Wing Nuts		
<u>Taylor Music</u>	<u>12 items</u>	<u>\$1,141.64</u>
Saxophone Mouthpieces, Clarinet Mouthpieces, Drum Mallets, Clarinet Cases, Clarinet Reeds, Flute Cases, Percussion Trap Tables, Tenor Saxophone Mouthpieces, Triangle Beater, Trumpet Mouthpieces, Trumpet Valve Oil, Castanets		
<u>West Music</u>	<u>25 items</u>	<u>\$32,311.45</u>
Alto Saxophones, Baritone (2 different brands), Bass Clarinet, Bass Rosins, Drum Set, Flute (2 different models), French Horn (2 different brands), Marimba Mallets (3 different brands), Oboe, Piano, Stage Snake, Tenor Saxophone, Trombones, Trumpets (2 different brands), Vibraphone Mallets, Vibraphone, Violin Case 3/4, Violin Cases 4/4, Xylophone		
<u>Woodwind &amp; Brasswind</u>	<u>3 items</u>	<u>\$2,25.00</u>
Bass Amp, Electric Drum Kit, Microphone Condensers		



<b>Total Purchases</b>	<b>\$58,344.60</b>
------------------------	--------------------

Music & Arts Centers is located in Frederick, MD.  
Nick Rail Music is located in Santa Barbara, CA.  
Schultz Strings is located in Cedar Rapids, IA.  
Steve Weiss Music is located in Willow Grove, PA.  
Taylor Music is located in Aberdeen, SD.  
West Music Company is located in Coralville, IA.  
Woodwind & Brasswind is located in Westlake Village, CA.

#### RECOMMENDATION

The Manager of Purchasing and the District Facilitator of Instrumental Music concur in recommending the purchase of Musical Instruments from the seven (7) vendors above who are the low bidders meeting specifications for the 2020-2021 school year.

(Bids were sent to twenty-two (22) vendors, 10 responses were received.

## CONSENT AGENDA

**BA-21-163**      **Amended Agreement - Cedar Rapids Community School District and ASCD - 2020-2023 School Years (Nicole Kooiker)**

Exhibit: BA-21-163.1

### **Action Item**

#### **Pertinent Fact(s):**

The existing Agreement with ASCD is for the 2020-2023 School Years. We are amending the Agreement and removing the costs associated with Activate Digital Licenses for all three years.

#### **Recommendation:**

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and ASCD for the 2020-2023 School Years.

**PURCHASE AGREEMENT (CSn00005696) ADDENDUM**

The Agreement effective February 10, 2020, between **ASCD**, an organization located at 1703 North Beauregard St., Alexandria, VA 22311, and **Cedar Rapids Community Schools District** (the "Customer") for professional learning services and digital products is hereby amended as follows:

- Section 7 (Digital Subscriptions) is deleted in its entirety as is all reference to purchase of "Activate digital licenses" in the Agreement and Exhibits thereto.

All other provisions of the February 10, 2020 Agreement, unless revised herein, remain unchanged.

We the undersigned, hereby agree that these terms and conditions of the original agreement, as amended herein, will govern the business relationship between the ASCD and the Customer.

**ASCD**

**Cedar Rapids Community Schools**

By: 

By: \_\_\_\_\_

Name: Matt Monjan

Name: \_\_\_\_\_

Title: Managing Director

Title: \_\_\_\_\_

Dated: 11/5/2020

Dated: \_\_\_\_\_

revision #2

## CONSENT AGENDA

**BA-21-164      Resolution - Sale of Piece of Property and Temporary Grading Easement -  
Metro High School (Jon Galbraith)**

Exhibit: BA-21-164.1-19

### **Action Item**

### **Pertinent Fact(s):**

1. The City of Cedar Rapids is requesting a Temporary Grading Easement and sale of a piece of property along 12<sup>th</sup> Avenue SE from 7<sup>th</sup> Street to 17<sup>th</sup> Street. The area in question is 68 square feet.
2. CRCSD has no intention of building on this property nor should the sale cause any future hardship to CRCSD.
3. The City agrees to pay CRCSD the sum of \$615 for the land by fee title and \$1,280 for the land by temporary easement, for a total sum of \$1,895.

### **Recommendation:**

It is recommended that the Board of Education approve the Resolution for the Sale of Property and Temporary Grading Easement at Metro High School.

RESOLUTION

WHEREAS, the City of Cedar Rapids, Iowa has presented a proposal for the purchase of real estate owned by the Cedar Rapids Community School District ("District"), located on the Metro High School property located at 1212 7<sup>th</sup> Street SE, Cedar Rapids, Iowa, and legally described as:

See attached Exhibit A. ("Property")

WHEREAS, the purpose of selling the property is to allow the City of Cedar Rapids to make improvements to the sidewalk right-of-way; and

WHEREAS, the City of Cedar Rapids proposal offers compensation to the District in the amount of \$1,895.00 for said property; \$615.00 for title fee and \$1,280.00 for temporary easement; and

WHEREAS, the other specific terms of the real estate sale and temporary easement are included in the Purchase Agreement and Temporary Grading Easement for Construction, attached hereto as Exhibit B; and

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

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

Section 1. That this Board shall set a public hearing on the permanent easement of the above-described property for January 11, 2021 at 5:30 p.m., via <https://www.youtube.com/EngageCRschools/>. Once in YouTube, click the appropriate LIVE video for audio access to the meeting. Any persons interested may publicly participate by calling 319-558-2000 at 5:30 PM, or by submitting their comments prior to the meeting start time to [lday@crschools.us](mailto:lday@crschools.us) and file objections to the proposed plans, specifications, form of contract, or cost of such improvement.

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

PASSED AND APPROVED this 14<sup>th</sup> day of December 2020.

CEDAR RAPIDS COMMUNITY SCHOOL  
DISTRICT

Attest:

By: \_\_\_\_\_

Laurel Day, Board Secretary

By: \_\_\_\_\_

Nancy Humbles, Board President

<p style="text-align: center;"><b>INDEX LEGEND</b></p> <p>LOCATION: LOT 4, STIBBS ADDITION</p> <p>REQUESTOR: CITY OF CEDAR RAPIDS, IOWA</p> <p>PROPRIETOR: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT</p> <p>SURVEYOR: RYAN R. REMLING, P.L.S.</p> <p>COMPANY: HALL &amp; HALL ENGINEERS, INC. 1860 BOYSON ROAD HIAWATHA, IOWA 52233 1-319-362-9548</p> <p>RETURN TO: RYAN@HALLENG.COM</p>	<p style="text-align: center;"><b>SPACE RESERVED FOR RECORDING PURPOSES</b></p>
--	---



**SURVEY LEGEND**

- SET 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 18769 OR AS NOTED
- FD. SURVEY MONUMENT AS NOTED
- ( ) RECORDED AS
- OPC ORANGE PLASTIC CAP
- PLAT OR SURVEY BOUNDARY
- - - EXISTING LOT LINE
- PROPOSED STREET ALIGNMENT

**LEGAL DESCRIPTION:**

PART OF LOT 4, STIBBS ADDITION TO CEDAR RAPIDS, IOWA AS RECORDED IN VOLUME 133, PAGE 500 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER DESCRIBED AS FOLLOWS:

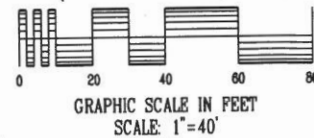
BEGINNING AT THE WESTERLY MOST CORNER OF SAID LOT 4; THENCE N50°59'22"E 26.41 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 4 AND THE SOUTHEASTERLY RIGHT OF WAY OF 12TH AVENUE S.E.; THENCE S39°54'21"W 26.94 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 4 AND THE NORTHEASTERLY RIGHT OF WAY OF 7TH STREET S.E.; THENCE N38°40'10"W 5.18 FEET ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 68 SQ.FT., SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**SURVEY WORK PERFORMED:**  
9/2/15

**SURVEY PREPARED FOR:**  
CITY OF CEDAR RAPIDS IOWA

**OWNER/PROPRIETOR:**  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
346 2ND AVE SW  
CEDAR RAPIDS, IA 52404



**SURVEYOR:**  
RYAN R. REMLING L.S.  
HALL & HALL ENGINEERS, INC.  
1860 BOYSON ROAD  
HIAWATHA, IOWA 52233  
(319)-362-9548

Sheet Title: **EXHIBIT ACQUISITION PLAT PART OF LOT 4, STIBBS ADDITION TO CEDAR RAPIDS, IOWA**

Date: 7/7/2020  
Field Book No: 213  
Scale: 1" = 40'  
Project Number: 9969-15-7

**HALL & HALL ENGINEERS, INC.**  
1860 BOYSON ROAD, HIAWATHA, IOWA 52233  
PHONE: (319) 362-9548 FAX: (319) 362-7595  
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE  
LAND SURVEYING • LAND DEVELOPMENT PLANNING  
www.halleng.com

Designed by: DLK Drawn by: DLK Checked by:

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed: *[Signature]* Date: \_\_\_\_\_

RYAN R. REMLING, L.S. 18769  
License renewal date is December 31, \_\_\_\_\_

Pages or sheets covered by this seal: \_\_\_\_\_

CAD File: I:\Projects\9900\9969 Cedar Rapids\9969-15-07 12th Ave SE Full Design\DWG\Plots\9969-15-7 001 CRCSO PARCEL.dwg Date Plotted: Jul 21, 2020 - 1:31pm Plotted By: MJOHNSON

PURCHASE AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged, The Independent School District of Cedar Rapids n/k/a Cedar Rapids Community School District, OWNER (hereinafter referred to as GRANTOR) of the following described property:

A part of Lot 4, Stibbs' Addition to Cedar Rapids, Iowa, and Part of Lot 33, Leach and Harman's Addition to Cedar Rapids as Recorded in Volume 16, Page 609 in the Office of the Linn County, Iowa Recorder and Part of Vacated 8th Street SE,

hereby agrees to sell to the City of Cedar Rapids, Iowa (hereinafter referred to as CITY), a portion of the above described property located at 1212 7th St SE, more particularly described as follows:

See Attached Acquisition Plat Exhibit

upon the following conditions, to-wit:

1. The area disturbed by the project will be graded, shaped and sodded upon completion of the project by the CITY.
2. The CITY agrees to pay GRANTOR the sum of \$615.00 for the land by fee title, the sum of \$1,280.00 for land by temporary easement, for a total sum of \$1,895.00, as a requirement for the 12th Avenue SE from 7th Street to 17th Street Roadway and Utility Improvements Project.
3. The compensation and rights herein described shall be binding upon the GRANTOR their heirs and assigns.
4. All parties agree the total compensation amount of \$1,895.00 is to be paid to the Cedar Rapids Community School District.
5. The GRANTOR shall have five-years from the date of said settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this contract as required by Section 6B.52 of the Code of Iowa.
6. The GRANTOR grants and warrants that there is no known burial site(s), well(s), solid waste disposal site(s), hazardous substance(s), nor underground storage tank(s) on the premises described and sought herein.
7. The GRANTOR agrees to disclose the project details, including timelines, improvements, and impacts, to any and all individuals with a leasehold interest in the subject property.
8. This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

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

Signed this 14th day of December, 2020.

Cedar Rapids Community School District

By: \_\_\_\_\_  
Laurel A. Day

By: \_\_\_\_\_  
Nancy J. Humbles

Recommended for Approval

\_\_\_\_\_  
Rita Rasmussen    Date  
Real Estate Services Manager

\_\_\_\_\_  
Randy Hartman    Date  
Contracts Manager

CITY OF CEDAR RAPIDS, IOWA

\_\_\_\_\_  
By: Jeffrey A. Pomeranz    Date  
City Manager

\_\_\_\_\_  
Attested By: Amy Stevenson    Date  
City Clerk





## STATEMENT OF PROPERTY OWNER'S RIGHTS

Just as the law grants certain entities the right to acquire private property, you as the owner of the property have certain rights. You have the right to:

1. Receive just compensation for the taking of property. (Iowa Constitution, Article I, section 18)
2. An offer to purchase which may not be less than the lowest appraisal of the fair market value of the property. (Iowa Code section 6B.54(3))
3. Receive a copy of the appraisal, if an appraisal is required, upon which the acquiring agency's determination of just compensation is based not less than ten days before being contacted by the acquiring agency's acquisition agent. (Iowa Code section 6B.45)
4. An opportunity to accompany at least one appraiser of the acquiring agency who appraises your property when an appraisal is required. (Iowa Code section 6B.54(2))
5. Participate in good-faith negotiations with the acquiring agency before the acquiring agency begins condemnation proceedings. (Iowa Code section 6B.2B)
6. Retain legal counsel of your choosing at your expense for the purpose of bringing a court action to challenge the exercise of eminent domain authority or the condemnation proceedings in accordance with the provisions of law. (Iowa Code section 6B.3A; Iowa Code section 6A.24)
7. A determination of just compensation by an impartial compensation commission and the right to appeal its award to the district court if you cannot agree on a purchase price with the acquiring agency. (Iowa Code section 6B.4; Iowa Code section 6B.7; Iowa Code section 6B.18)
8. Payment of the agreed upon purchase price or, if condemned, a deposit of the compensation commission award before you are required to surrender possession of the property. (Iowa Code section 6B.25; Iowa Code section 6B.26; Iowa Code section 6B.54(11))
9. Reimbursement for expenses incidental to transferring title to the acquiring agency. (Iowa Code section 6B.33; Iowa Code section 6B.54(10))
10. Reimbursement of certain litigation expenses: (a) if the award of the compensation commissioners exceeds 110 percent of the acquiring agency's final offer before condemnation; and (b) if the award on appeal in court is more than the compensation commissioners' award. (Iowa Code section 6B.33)
11. To the greatest extent practicable, be provided at least 90 days' written notice to vacate occupied property prior to construction or development of a public improvement. (Iowa Code section 6B.54(4))
12. Relocation services and payments, if you are eligible to receive them, and the right to appeal your eligibility for and amount of the payments. (Iowa Code section 316.9; Iowa Code section 6B.42) The rights set out in this statement are not claimed to be a full and complete list or explanation of an owner's rights under the law. They are derived from Iowa Code chapters 6A, 6B and 316. For a more thorough presentation of an owner's rights, you should refer directly to the Iowa Code or contact an attorney of your choice.

[ARC 2979C, IAB 3/15/17, effective 4/19/17]

**61—34.2(6B) Alternate statement of rights.** Rule 61—34.1(6B) is not intended to prohibit acquiring agencies from providing a statement of rights in a different form, a more detailed statement of rights, or supplementary material expanding upon an owner's rights.

[ARC 2979C, IAB 3/15/17, effective 4/19/17]

These rules are intended to implement Iowa Code section 6B.2A(1).  
[Filed 9/17/99, Notice 8/11/99—published 10/6/99, effective 11/10/99]  
[Filed ARC 2979C (Notice ARC 2877C, IAB 1/4/17), IAB 3/15/17, effective 4/19/17]

## Appraisal Waiver Determination

**Project Name:** 12th Avenue SE from 7th Street to 17th Street Roadway and Utility Improvements

**Project** \_\_\_\_\_

**Project Number:** 3012131

**Parcel Address:** 1212 7th St SE

**Parcel Number:** 10

The Appraisal Waiver Provision is used to determine just compensation and is also referred to as a *compensation estimate*. Federal rules authorize the use of an Appraisal Waiver Provision on federal funded projects in 49 CFR§24.102. The use of an Appraisal Waiver process is authorized in Iowa Code §6B.54(2). The implementation process is provided in 761 IAC 111.102(3)(b)(c). The compensation estimate is not an appraisal and is used only with uncomplicated minimal value purchases. It requires only a one-page form such as Iowa DOT Form 633-402. **The purpose of the appraisal waiver provision is to provide a technique to avoid the costs and time delay associated with appraisal requirements for low-value, non-complex acquisitions.**

To determine the need for an appraisal or an appraisal waiver is acceptable, complete the following table.

YES	NO	QUESTION
	X	Is estimating value difficult due to a lack of sufficient market data (comparable sales)?
	X	Is the anticipated value of the proposed acquisition over \$10,000?
	X	Is the proposed acquisition anything more than a "strip acquisition"?
	X	Are any improvements (buildings, wells, signs, etc.) affected?
	X	Is the proposed acquisition severing any buildings from the remainder?
	X	Are fences, trees, shrubs or any other landscaping involved?
	X	Are the property setbacks reduced as a result of the acquisition?
	X	Is access to the property changed or limited?
	X	Is the current highest and best use of the property and/or material changes occurring as a result of the proposed acquisition?
	X	Does a significant amount of the total compensation involve items other than land value?
	X	Is there reason to believe this parcel will proceed to condemnation?
	X	Is more land than actually needed being acquired?
	X	Does the proposed acquisition impact the sewage disposal system or property drainage?
	X	Are there any other considerations that complicate the valuing of this parcel?

If the answer to one of these questions is "yes", the acquisition could still be considered a non-complex acquisition, but further analysis is needed. Multiple "yes" answers would indicate that the proposed acquisition is not considered to be non-complex and an appraisal is needed.

Comments: \_\_\_\_\_

**Valuation Method:**

Appraisal Waiver

Appraisal

**Signature of Agent:** \_\_\_\_\_

**Date:** \_\_\_\_\_

PROJECT	12 <sup>th</sup> Avenue SE from 7 <sup>th</sup> Street to 17 <sup>th</sup> Street Roadway and Utility Improvements Project
C.I.P. #	3012131
PARCEL #	#10
ADDRESS	1212 7 <sup>th</sup> St SE, Cedar Rapids, IA 52405

### DISCLOSURE OF REPRESENTATION

Brad Hurd represent the City of Cedar Rapids Iowa in this transaction, known as Paving for Progress.

By signing below, GRANTOR confirms that written disclosure of representation has been provided to them before signing of the transaction documents.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RECEIPT FOR STATEMENT OF PROPERTY OWNER'S RIGHTS**

PROJECT 12th Avenue SE from 7th Street to 17th Street  
Roadway and Utility Improvements Project  
C.I.P. # 3012131  
PARCEL # 10  
ADDRESS 1212 7th St SE, Cedar Rapids, IA 52405

I certify that I am the landowner of property located at A Part of Lot 4, Stibbs' Addition to Cedar Rapids, Iowa, and Part of Lot 33, Leach and Harman's Addition to Cedar Rapids as Recorded in Volume 16, Page 609 in the Office of the Linn County, Iowa Recorder and Part of Vacated 8th Street SE, and that I have personally received a copy of the *Statement of Property Owner's Rights* which explains my rights as an owner of record who may have all or a part of their property acquired by condemnation, as required by 1999 Iowa Acts, House File 476, Section 3.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

The Independent School District of Cedar Rapids n/k/a Cedar Rapids Community School District

\_\_\_\_\_

Presented by: \_\_\_\_\_  
City of Cedar Rapids

## ALLOCATION OF PROCEEDS STATEMENT

PROJECT 12th Avenue SE from 7th Street to 17th Street  
Roadway and Utility Improvements Project  
C.I.P. No. 3012131  
PARCEL No. 10

GROSS PROCEEDS AMOUNT \$1895.00

(includes Total Contract Consideration, Contingent Payment, Scheduled  
Future Abstracting Payment)

<u>Name of Transferor</u>	<u>Address</u>	<u>Allocation Amount of Proceeds</u>
<u>Cedar Rapids Community School District</u>	<u>c/o 2500 Edgewood Road NW Cedar Rapids, IA 52405</u>	<u>\$1895.00</u>

NOTE: If the Allocation of Proceeds is not provided or is not the same as reported by  
other sellers, IRS Regulations Sec. 1.6056-4 require the gross proceeds be reported to  
each seller.

Approved By: \_\_\_\_\_  
Date

\*For questions regarding this Allocation contact Angela #5092.



**COMPENSATION ESTIMATE  
For Uncomplicated Acquisition Valued at Less Than \$10,000**

Parcel No. **10** Project No. **3012131** County **Linn**  
 Project Name 12th Avenue SE from 7th Street to 17th Street Roadway and Utility Improvements Project  
 Record Owner(s) Cedar Rapids Community School District  
 Owner's Mailing Address 2500 Edgewood Rd. NW, Cedar Rapids, IA 52405  
 Tenant(s)  
 Tenant's Mailing Address  
 Address of Subject Property 1212 7th Street SE, Cedar Rapids, IA 52405  
 This property is described as: A Part of Lot 4, Stibbs' Addition to Cedar Rapids, Iowa, and Part of Lot 33, Leach and Harman's Addition to Cedar Rapids as Recorded in Volume 16, Page 609 in the Office of the Linn County, Iowa Recorder and Part of Vacated 8th Street SE

Itemization of Value:

	Fee Title	<u>68</u>	Sq. ft. @	<u>\$9</u>	=	<u>\$615.00</u> (Rounded Up)
	Permanent Easement	<u>          </u>	Sq. ft. @	<u>          </u>	=	<u>\$</u>
	Temporary Easement	<u>1417</u>	Sq. ft. @	<u>\$9 x 10% @ 1year</u>	=	<u>\$1280.00</u> (Rounded Up)
Buildings						<u>\$</u>
Other Improvements						<u>\$</u>
Fence						<u>\$</u>
Loss of Landscaping						<u>\$</u>
Loss of Access to Remaining Property						<u>\$</u>
	<b>Total Estimate</b>					<b><u>\$1895.00</u></b>

Certification:

I hereby certify that I am familiar with the property which is the subject of this estimate, that the estimate is based on land value and cost data contained in the files of the Acquiring Authority, that I have no direct or indirect present or contemplated future personal interest in this property and will not in any way benefit from the acquisition of this property.

\* Compensation for R/W fence to be fixed dollar schedule or in accord with 6B.44, Code of Iowa.

ADMINISTRATIVE APPROVAL  _____  DATE _____
--

Date of Estimate \_\_\_\_\_  
\_\_\_\_\_  
Estimating Agent

DATE \_\_\_\_\_  
:

PROJECT 12th Avenue SE from 7th Street to 17th Street  
Roadway and Utility Improvements Project  
C.I.P. # 3012131  
PARCEL # 10  
ADDRESS 1212 7th Street SE, Cedar Rapids, IA 52405

**OFFER TO PURCHASE  
COMPENSATION ESTIMATE**

OWNER: Cedar Rapids Community School District  
ADDRESS: 2500 Edgewood Rd. NW, Cedar Rapids, IA 52405

The CITY OF CEDAR RAPIDS presents to you an offer of One Thousand Eight Hundred Ninety Five and 00/100 Dollars (\$1895.00), which represents just compensation for the Temporary Easement and the Fee Acquisition needed from your property.

BY: \_\_\_\_\_  
CITY OF CEDAR RAPIDS

Project No.: 3012131

Parcel No.: 10

As owners of real estate needed for the above referenced project and parcel, and acknowledging the fact that (I) (We) are entitled to just compensation based upon the City approved appraisal of the subject real estate, nevertheless, desire to donate the right of way. (I) (We) will execute the necessary conveyance instruments to transfer said right of way. This donation to the City of Cedar Rapids is made without any coercive action of any nature.

_____	_____
_____	_____
_____	_____
Date	Signature of Owner

As owners of real estate needed for the above referenced project and parcel (I) (We) are entitled to just compensation, nevertheless, desire to donate the right of way and waive the right to an appraisal. (I) (We) will execute the necessary conveyance instruments to transfer said right of way. This donation to the City of Cedar Rapids is made without any coercive action of any nature.

_____	_____
_____	_____
_____	_____
Date	Signature of Owner

**Date of Proposal to Donate:**

On \_\_\_\_\_, 2020, I offered Cedar Rapids Community School District who is the Owner(s) an opportunity to donate this property by: personal contact / telephone / letter

This offer was: accepted / declined



**REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT  
TO BE COMPLETED BY TRANSFEROR**

**TRANSFEROR:**

Name **Cedar Rapids Community School District**

Address	<b>2500 Edgewood Rd NW</b>	<b>Cedar Rapids</b>	<b>IA</b>	<b>52405</b>
	<small>Number and Street or RR</small>	<small>City, Town or PO</small>	<small>State</small>	<small>Zip</small>

**TRANSFeree:**

Name **City of Cedar Rapids**

Address	<b>101 First Street SE</b>	<b>Cedar Rapids</b>	<b>Iowa</b>	<b>52401</b>
	<small>Number and Street or RR</small>	<small>City, Town or PO</small>	<small>State</small>	<small>Zip</small>

Address of Property Transferred:

	<b>1212 7<sup>th</sup> Street SE</b>	<b>Cedar Rapids</b>	<b>IA</b>	<b>52405</b>
	<small>Number and Street or RR</small>	<small>City, Town or PO</small>	<small>State</small>	<small>Zip</small>

Legal Description of Property: (Attach if necessary)

**A Part of Lot 4, Stibbs' Addition to Cedar Rapids, Iowa, and Part of Lot 33, Leach and Harman's Addition to Cedar Rapids as Recorded in Volume 16, Page 609 in the Office of the Linn County, Iowa Recorder and Part of Vacated 8th Street SE**

**1. Wells (check one)**

- There are no known wells situated on this property.
- There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.

**2. Solid Waste Disposal (check one)**

- There is no known solid waste disposal site on this property.
- There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.

**3. Hazardous Wastes (check one)**

- There is no known hazardous waste on this property.
- There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.

**4. Underground Storage Tanks (check one)**

- There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
- There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

**5. Private Burial Site (check one)**

- There are no known private burial sites on this property.
- There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.

**6. Private Sewage Disposal System (check one)**

- All buildings on this property are served by a public or semi-public sewage disposal system.
- This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
- There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
- There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
- There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
- There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
- This property is exempt from the private sewage disposal inspection requirements pursuant to the following Exemption [Note: for exemption #9 use prior check box]: \_\_\_\_\_
- The private sewage disposal system has been installed within the past two years pursuant to permit number \_\_\_\_\_

**Information required by statements checked above should be provided here or on separate sheets attached hereto:**

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**I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.**

Signature:

\_\_\_\_\_  
(Transferor or Agent)

Telephone No.:

\_\_\_\_\_

**REAL ESTATE CLOSING STATEMENT**

Seller Cedar Rapids Community School District County Linn  
 Contract Pay Date \_\_\_\_\_ Project No. 3012131  
 Possession Date \_\_\_\_\_ Parcel No. 10  
 Property Description A Part of Lot 4, Stibbs' Addition to Cedar Rapids, Iowa, and Part of Lot 33, Leach and Harman's Addition to Cedar Rapids as Recorded in Volume 16, Page 609 in the Office of the Linn County, Iowa Recorder and Part of Vacated 8th Street SE

Transaction Closed  By Mail  In Person  N.A. means Not Applicable  Non-cash Consideration Involved

**CONTRACT CONSIDERATION BREAKDOWN** (No breakdown is made if transaction is a Total Acquisition)

1) Land acquired by fee:		1) <u>\$612</u>
2) Land acquired by permanent easement		2) <u>\$</u>
3) Buildings acquired considered real estate:	<u>\$</u>	
	<b>less salvage value:</b> <u>\$</u>	3) <u>\$</u>
4) Other improvement considered real estate:	<u>\$</u>	
	<b>less salvage value:</b> <u>\$</u>	4) <u>\$</u>
<b>Total Conveyance Consideration (lines 1 through 4)</b>		<b><u>\$615.00</u></b>
5) Other improvements considered damages, including fence:		5) <u>\$ .00</u>
6) Total temporary easement:		6) <u>\$1280.00</u>
7) Total reduction in value - temporary easement for detour:		7) <u>\$</u>
8) Control of Access:		8) <u>\$</u>
<b>Total Damages (lines 5 through 8)</b>		<b><u>\$1280.00</u></b>
<b>LESS: Mitigate Damages (Non-cash Considerations)</b>		<b><u>\$</u></b>

**TOTAL CONTRACT CONSIDERATION** \$1895.00  
 Contingent Payment (e.g., value of septic, value of well): plus \$  
 Scheduled Future Abstracting Payment: plus \$

**GROSS PROCEEDS** (Maximum Determinable Proceeds) \$1895.00

**DISTRIBUTION OF GROSS PROCEEDS** (NOTE: Warrant(s) must be endorsed by all payees before cashing)

Partial Payment Warrant # _____	Paid _____ / / _____	<u>\$</u>
Conveyance Warrant # _____	Paid at Time of Closing	<u>\$1895.00</u>
Possession Warrant # _____	Paid at Time of Possession	<u>\$</u>
<b>(Contact _____ Phone No. _____ for Warrant)</b>		
Contingent Payment Warrant # _____	Paid _____ / / _____	<u>\$</u>

Lienholders and Other Assessments Paid:

1) Mortgage (principal & interest)	<u>\$</u>
2) Real Estate Taxes (Linn County Treasurer)	<u>\$</u>
3) Special Assessments	<u>\$</u>
4) Personal Taxes	<u>\$</u>

**TOTAL DISTRUBUTIONS OF GROSS PROCEEDS** \$1895.00

**REMARKS:**

Grantor (or Grantor's Agent) acknowledges the return and receipt of Abstract of Title No. \_\_\_\_\_ in \_\_\_\_\_ parts to the following described real estate: \_\_\_\_\_

**We, Grantee's Agent and Grantor, do hereby certify that this real estate transaction is closed and this statement is true and correct and the Grantor hereby acknowledges receipt for the funds specified above.**

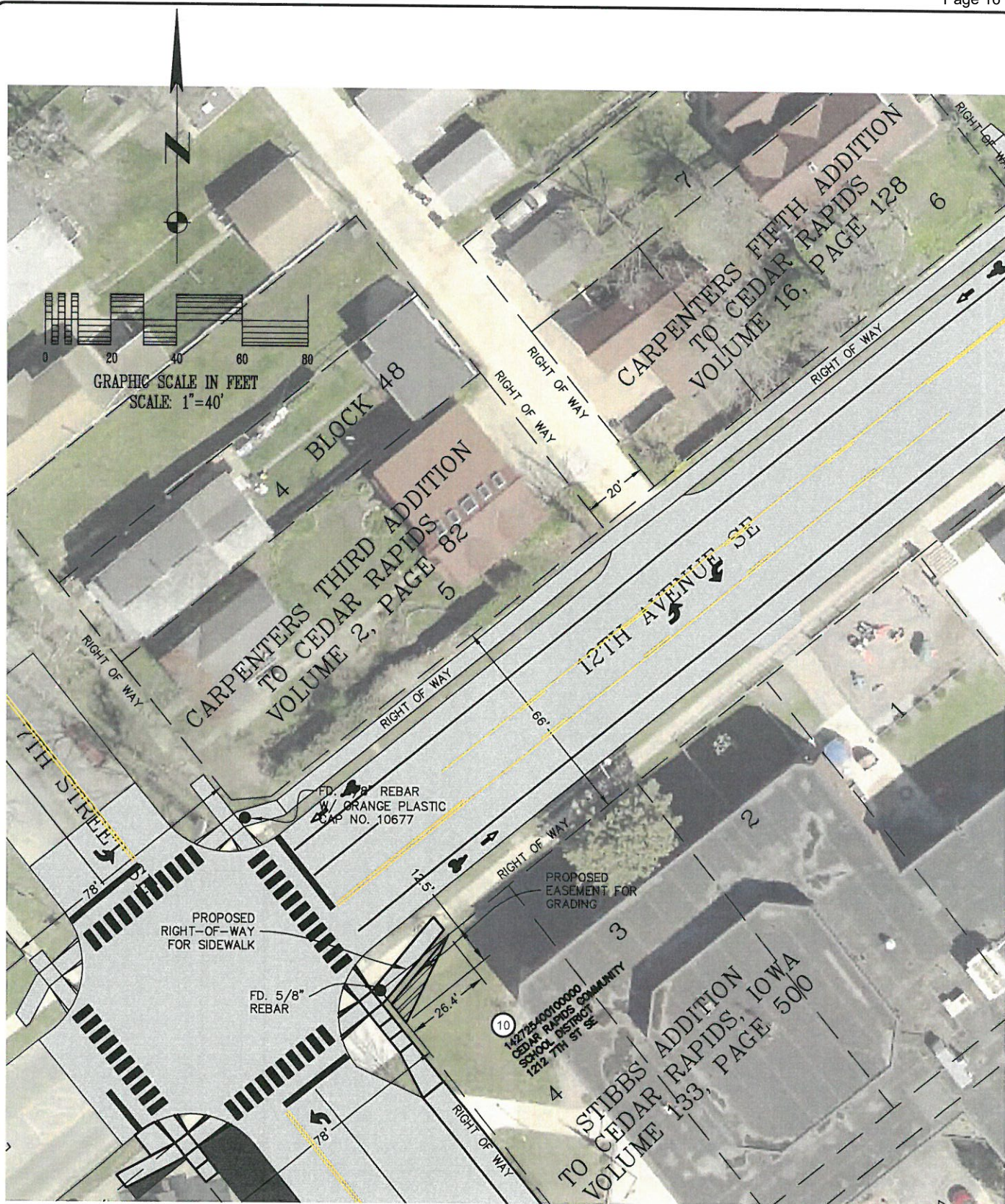
**Grantee's Agent:**  
CITY OF CEDAR RAPIDS, IOWA

**Grantor:**

**BY:** \_\_\_\_\_  
Closing Agent Date

**BY:** \_\_\_\_\_  
The Independent School District of Cedar Rapids n/k/a Cedar rapids Community School District Date





**LEGAL DESCRIPTION – TEMPORARY CONSTRUCTION EASEMENT:**

PART OF LOT 4, STIBBS' ADDITION TO CEDAR RAPIDS, IOWA AS RECORDED IN VOLUME 133, PAGE 500 IN THE OFFICE OF THE LINN COUNTY, RECORDER.

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 4; THENCE S38°40'10"E FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4 AND THE NORTHEASTERLY RIGHT OF WAY OF 7TH STREET S.E. TO THE POINT OF BEGINNING; THENCE N39°54'21"E 26.94 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 4 AND THE SOUTHEASTERLY RIGHT OF WAY OF 12TH AVENUE S.E.; THENCE S25°43'25"W 29.29 FEET TO SAID SOUTHWESTERLY LINE AND SAID NORTHEASTERLY RIGHT OF WAY; THENCE N38°40'10"W 7.32 FEET ALONG SAID SOUTHWESTERLY LINE AND SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 97 SQ.FT., 0.002 ACRE, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

**SURVEY LEGEND**

- FD. SURVEY MONUMENT AS NOTED
- EASEMENT LINE
- \_\_\_\_\_ EXISTING LOT LINE

**ENGINEER:**

MATT JOHNSON, P.E.  
HALL & HALL ENGINEERS INC.  
1860 BOYSON ROAD  
HIAWATHA, IOWA 52233  
319-362-9548

**SURVEY PREPARED FOR:**

CITY OF CEDAR RAPIDS  
**OWNER:**

CEDAR RAPIDS COMMUNITY  
SCHOOL DISTRICT  
346 2ND AVE SW  
CEDAR RAPIDS, IA 52404

Project Number: 9969-15-7	Sheet: 1 of 1	Scale: 1"=40'	Field Book No: FBK	Date: 1/23/2020
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Sheet Title:  
**PARCEL 10  
PARCEL IMPACT DETAIL**  
1212 7TH STREET SE  
CEDAR RAPIDS, IOWA

**HALL & HALL ENGINEERS, INC.**  
*Leaders in Land Development Since 1953*

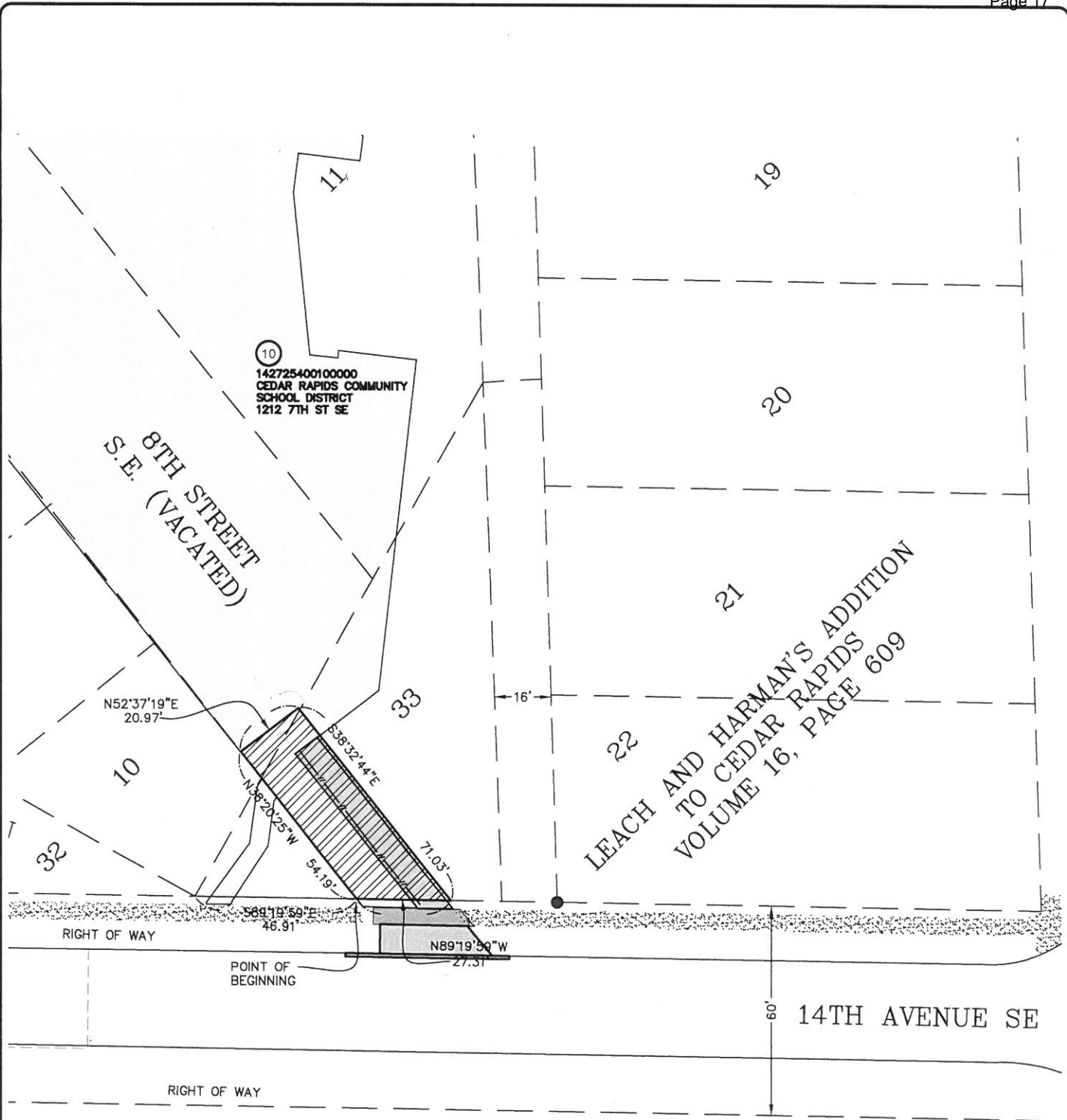
1860 BOYSON ROAD, HIAWATHA, IOWA 52233  
PHONE: (319) 362-9548 FAX: (319) 362-7595

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LAND SURVEYING • LAND DEVELOPMENT PLANNING [www.halleng.com](http://www.halleng.com)

Designed by: DLK	Drawn by: DLK	Checked by: MGJ
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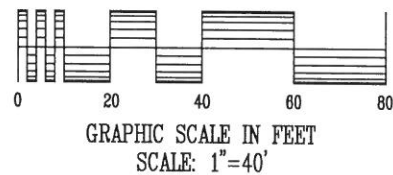
CAD File: i:\projects\9900\9969 Cedar Rapids\9969-15-07 TEMP CONST EASE & PID 2020 UPDATED.dwg Date Plotted: Jul 09, 2020 - 4:54pm Plotted By: MJOHNSON





**SURVEY LEGEND**

- FD. SURVEY MONUMENT AS NOTED
- EASEMENT LINE
- EXISTING LOT LINE



**LEGAL DESCRIPTION – TEMPORARY ACCESS EASEMENT:**

PART OF LOT 33, LEACH AND HARMAN'S ADDITION TO CEDAR RAPIDS AS RECORDED IN VOLUME 16, PAGE 609 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER AND PART OF VACATED 8TH STREET S.E. DESCRIBED AS FOLLOWS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 33; THENCE S89°19'59"E 46.91 FEET ALONG THE SOUTH LINE OF SAID LOT 33 TO THE POINT OF BEGINNING; THENCE N38°20'25"W 54.19 FEET; THENCE N52°37'19"E 20.97 FEET; THENCE S38°32'44"E 71.03 FEET TO THE SOUTH LINE OF SAID LOT 33; THENCE N89°19'59"W 27.31 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1320 SQ.FT., 0.03 ACRE, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**ENGINEER:**

MATT JOHNSON, P.E.  
HALL & HALL ENGINEERS INC.  
1860 BOYSON ROAD  
HIAWATHA, IOWA 52233  
319-362-9548

**SURVEY PREPARED FOR:**

CITY OF CEDAR RAPIDS

**OWNER:**

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
346 2ND AVE SW  
CEDAR RAPIDS, IA 52404

Project Number:	9969-15-7
Sheet:	1 of 1
Scale:	1"=40'
Field Book No:	FBK
Date:	1/23/2020

Sheet Title: EXHIBIT  
**TEMPORARY CONSTRUCTION EASEMENT**  
PART OF LOT 33, LEACH AND HARMAN'S ADDITION AND PART OF VACATED 8TH STREET S.E. CEDAR RAPIDS, LINN COUNTY, IOWA

**HALL & HALL ENGINEERS, INC.**  
*Leaders in Land Development Since 1933*

1860 BOYSON ROAD, HIAWATHA, IOWA 52233  
PHONE: (319) 362-9548 FAX: (319) 362-7595

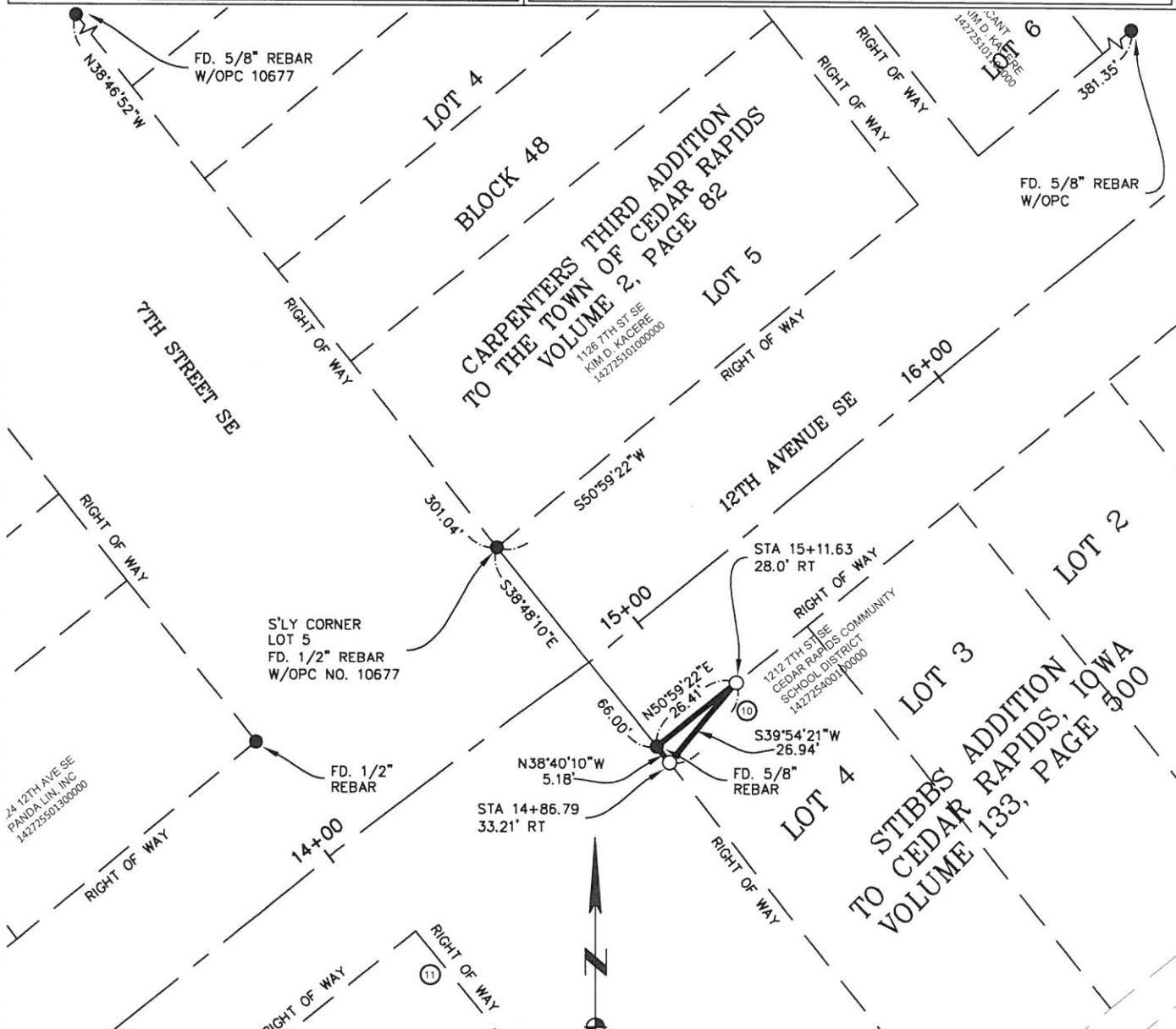
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE  
LAND SURVEYING • LAND DEVELOPMENT PLANNING [www.halleng.com](http://www.halleng.com)

Designed by: DLK	Drawn by: DLK	Checked by: MGJ
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**INDEX LEGEND**

LOCATION: LOT 4, STIBBS ADDITION  
 REQUESTOR: CITY OF CEDAR RAPIDS, IOWA  
 PROPRIETOR: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
 SURVEYOR: RYAN R. REMLING, P.L.S.  
 COMPANY: HALL & HALL ENGINEERS, INC.  
 1860 BOYSON ROAD  
 HIAWATHA, IOWA 52233  
 1-319-362-9548  
 RETURN TO: RYAN@HALLENG.COM

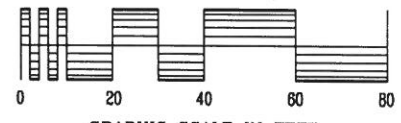
**SPACE RESERVED FOR RECORDING PURPOSES**



**SURVEY LEGEND**

- SET 1/2" REBAR W/ YELLOW PLASTIC CAP NO. 18769 OR AS NOTED
- FD. SURVEY MONUMENT AS NOTED
- ( ) RECORDED AS
- OPC ORANGE PLASTIC CAP
- PLAT OR SURVEY BOUNDARY
- - - EXISTING LOT LINE
- - - PROPOSED STREET ALIGNMENT

SURVEY WORK PERFORMED: 9/2/15



**SURVEY PREPARED FOR:**  
CITY OF CEDAR RAPIDS IOWA

**OWNER/PROPRIETOR:**  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
346 2ND AVE SW  
CEDAR RAPIDS, IA 52404

**SURVEYOR:**  
RYAN R. REMLING L.S.  
HALL & HALL ENGINEERS, INC.  
1860 BOYSON ROAD  
HIAWATHA, IOWA 52233  
(319)-362-9548

**LEGAL DESCRIPTION:**

PART OF LOT 4, STIBBS ADDITION TO CEDAR RAPIDS, IOWA AS RECORDED IN VOLUME 133, PAGE 500 IN THE OFFICE OF THE LINN COUNTY, IOWA RECORDER DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF SAID LOT 4; THENCE N50°59'22"E 26.41 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 4 AND THE SOUTHEASTERLY RIGHT OF WAY OF 12TH AVENUE S.E.; THENCE S39°54'21"W 26.94 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 4 AND THE NORTHEASTERLY RIGHT OF WAY OF 7TH STREET S.E.; THENCE N38°40'10"W 5.18 FEET ALONG SAID SOUTHEASTERLY LINE AND SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 68 SQ.FT., SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed: RYAN R. REMLING, L.S. 18769 Date: \_\_\_\_\_  
 My license renewal date is December 31, \_\_\_\_\_

Pages or sheets covered by this seal: \_\_\_\_\_

Project Number: 9969-15-7	Sheet: 1 of 1	Scale: 1" = 40'	Field Book No: 213	Date: 7/7/2020	Sheet Title: EXHIBIT <b>ACQUISITION PLAT</b> PART OF LOT 4, STIBBS ADDITION TO CEDAR RAPIDS, IOWA
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**HALL & HALL ENGINEERS, INC.**  
*Leaders in Land Development Since 1953*

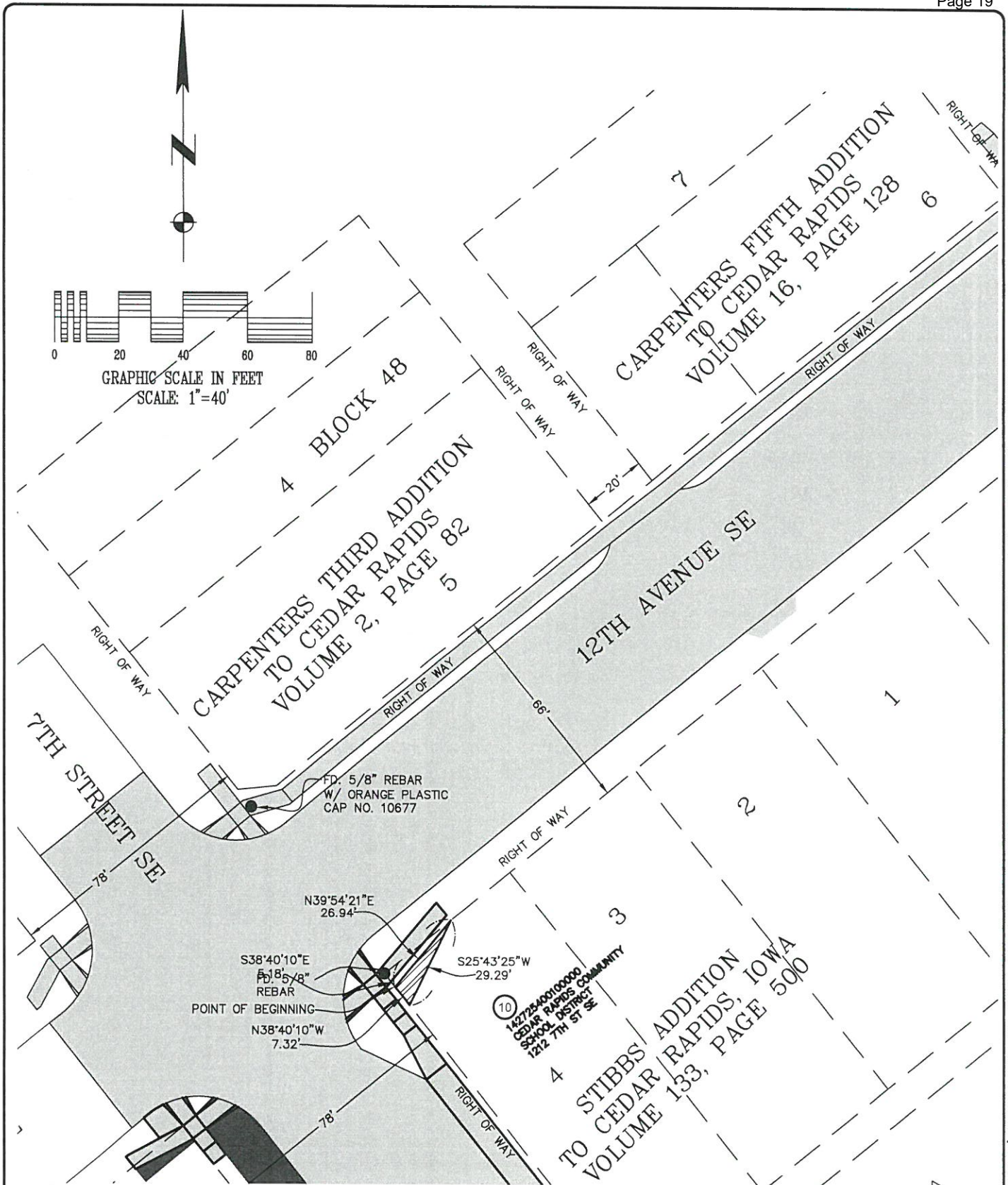
1860 BOYSON ROAD, HIAWATHA, IOWA 52233  
 PHONE: (319) 362-9548 FAX: (319) 362-7595

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 LAND SURVEYING • LAND DEVELOPMENT PLANNING [www.halleng.com](http://www.halleng.com)

Designed by: DLK    Drawn by: DLK    Checked by: \_\_\_\_\_

CAD File: I:\Projects\9900\9969 Cedar Rapids\9969-15-07 12th Ave SE Full Design\DWG\Plots\9969-15-7 Q01 CRCSD PARCEL.dwg Date Plotted: Jul 21, 2020 - 1:31pm Plotted By: MJOHNSON





**LEGAL DESCRIPTION – TEMPORARY CONSTRUCTION EASEMENT:**

PART OF LOT 4, STIBBS' ADDITION TO CEDAR RAPIDS, IOWA AS RECORDED IN VOLUME 133, PAGE 500 IN THE OFFICE OF THE LINN COUNTY, RECORDER.

COMMENCING AT THE WESTERLY MOST CORNER OF SAID LOT 4; THENCE S38°40'10"E FEET ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4 AND THE NORTHEASTERLY RIGHT OF WAY OF 7TH STREET S.E. TO THE POINT OF BEGINNING; THENCE N39°54'21"E 26.94 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 4 AND THE SOUTHEASTERLY RIGHT OF WAY OF 12TH AVENUE S.E.; THENCE S25°43'25"W 29.29 FEET TO SAID SOUTHWESTERLY LINE AND SAID NORTHEASTERLY RIGHT OF WAY; THENCE N38°40'10"W 7.32 FEET ALONG SAID SOUTHWESTERLY LINE AND SAID NORTHEASTERLY RIGHT OF WAY TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 97 SQ.FT., 0.002 ACRE, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

**SURVEY LEGEND**

- FD. SURVEY MONUMENT AS NOTED
- EASEMENT LINE
- EXISTING LOT LINE

**ENGINEER:**

MATT JOHNSON, P.E.  
HALL & HALL ENGINEERS INC.  
1860 BOYSON ROAD  
HIAWATHA, IOWA 52233  
319-362-9548

**SURVEY PREPARED FOR:**

CITY OF CEDAR RAPIDS

**OWNER:**

CEDAR RAPIDS COMMUNITY  
SCHOOL DISTRICT  
346 2ND AVE SW  
CEDAR RAPIDS, IA 52404

Project Number: 9969-15-7	Sheet: 1 of 1	Scale: 1"=40'	Field Book No: FBK	Date: 1/23/2020	Sheet Title: EXHIBIT <b>TEMPORARY CONSTRUCTION EASEMENT</b> PART OF LOT 4, STIBBS' ADDITION CEDAR RAPIDS, LINN COUNTY, IOWA
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<b>HALL &amp; HALL ENGINEERS, INC.</b> <i>Leaders in Land Development Since 1953</i>		
1860 BOYSON ROAD, HIAWATHA, IOWA 52233 PHONE: (319) 362-9548 FAX: (319) 362-7595		
CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE LAND SURVEYING • LAND DEVELOPMENT PLANNING		
Designed by: DLK	Drawn by: DLK	Checked by: MGJ

CAD File: I:\projects\9900\9969 Cedar Rapids\9969-15-07 TEMP CONST EASE & PID 2020 UPDATED.dwg Date Plotted: Jul 09, 2020 - 4:54pm Plotted By: MJOHNSON

## CONSENT AGENDA

### **BA-21-165 Approval – New Elementary School at Coolidge Elementary School Site Project - Change Order Number Four (Jon Galbraith)**

Exhibit: BA-21-165.1

#### **Action Item**

#### **Pertinent Fact(s):**

1. Garling Construction is the contractor for the project with a contract amount of \$21,217,489.71 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 \$2,062.93, for a new contract amount of \$21,219,552.64.
  - CO 016 results from an error or omission in the plans or specs resulting in an added wall switch at door 1204A.
  - CO 018 results from an owner's request resulting in changes to the blinds.
  - CO 019 results from an owner's request resulting in an added mullion to HW set 16.

#### **Recommendation:**

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





# AIA Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*  
19213000

6225 1<sup>st</sup> Ave NW  
Cedar Rapids, IA 52405

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

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

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

**CHANGE ORDER INFORMATION:**  
Change Order Number: 004  
Date: December 3, 2020

**CONTRACTOR:** *(Name and address)*  
Garling Construction  
5607 4<sup>th</sup> 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 016 Added Wall Switch at Door 1204A	\$828.01
CO 018 Chages to Blinds	\$456.25
CO 019 Added Mullion to HW Set 16	\$778.67
<b>Total:</b>	<b>\$2,062.93</b>

The original Contract Sum was	\$ 21,135,000.00
The net change by previously authorized Change Orders	\$ 82,489.71
The Contract Sum prior to this Change Order was	\$ 21,217,489.71
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,062.93
The new Contract Sum including this Change Order will be	\$ 21,219,552.64

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

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

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

OPN Architects  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
Chad Schumacher  
**PRINTED NAME AND TITLE**  
12.3.2020  
**DATE**

Garling Construction  
**CONTRACTOR** *(Firm name)*  
  
**SIGNATURE**  
Troy Pins - President  
**PRINTED NAME AND TITLE**  
12-3-20  
**DATE**

Cedar Rapids Community School District  
**OWNER** *(Firm name)*  
**SIGNATURE**  
Laurel Day - Board Secretary  
**PRINTED NAME AND TITLE**  
**DATE**

## CONSENT AGENDA

**BA-21-166      Final Approval - Taft Middle School - Masonry Project -  
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-21-166.1-2

**Action Item**

**Pertinent Fact(s):**

The project was completed for the contract price of \$72,736.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PEEL). The project was substantially completed on October 15, 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 - Taft Middle School - Masonry Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Taft Middle School Masonry Restoration Project 2020

CONTRACTOR: Technical Specialties Systems, Corp

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: \$72,736.00  
CHANGE ORDERS: \$ 0.00  
CONTRACT TOTAL \$72,736.00

CONTRACT DATE: December 17, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Masonry restoration at Taft Middle School in accordance with the Project Manual.

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

Technical Specialty Systems

Name

[Signature]

Date

12-3-20

Project Supervisor

[Signature]

Name

10-15-2020

Date

Formal board action taken on \_\_\_\_\_ accepted the project.

Board of Education Secretary \_\_\_\_\_ Date \_\_\_\_\_





PH. 319-363-9035  
1115 WENIG ROAD, NE.  
CEDAR RAPIDS, IA 52402

# Invoice

DATE	INVOICE #
9/23/2020	20015-K

**BILL TO:**

Cedar Rapids Community School District  
Attn: Accts Payable  
PO Box 879  
Cedar Rapids, IA 52406-0879

P.O. NUMBER	TERMS	PROJECT
PO # 0025912	Upon Receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Taft School Masonry Project Summer 2020		
	Contract Amount	\$ 72,736.00	
	Completed To Date	72,736.00	72,736.00
	Billed To Date	-69,099.20	-69,099.20
	Retainage Due	\$ 3,636.80	
		0.00%	0.00
<b>TOTAL</b>			<b>\$3,636.80</b>

*OK TO pay  
31 days after  
Board approval  
Chris Suter  
12-3-2020*

RECEIVED OCT 05 2020

## CONSENT AGENDA

**BA-21-167      Final Approval - Metro High School - Masonry Project -  
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-21-167.1-2

### **Action Item**

### **Pertinent Fact(s):**

The project was completed for the contract price of \$74,934.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PEEL). The project was substantially completed on October 15, 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 - Metro High School - Masonry Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Metro High School Masonry Restoration Project 2020

CONTRACTOR: Technical Specialties Systems, Corp

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: \$74,934.00  
CHANGE ORDERS: \$ 0.00  
CONTRACT TOTAL \$74,934.00

CONTRACT DATE: January 17, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Masonry restoration at Metro High School in accordance with the Project Manual.

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

TECHNICAL SPECIALTIES SYSTEMS

Name

[Signature]

Date

12-3-20

Project Supervisor

[Signature]

Name

10-15-2020

Date

Formal board action taken on \_\_\_\_\_ accepted the project.

Board of Education Secretary \_\_\_\_\_ Date \_\_\_\_\_





PH. 319-363-9035  
1115 WENIG ROAD, NE.  
CEDAR RAPIDS, IA 52402

# Invoice

DATE	INVOICE #
9/23/2020	20010-K

**BILL TO:**

Cedar Rapids Community School District  
Attn: Accts. Payable  
PO Box 879  
Cedar Rapids, IA 52406-0879

P.O. NUMBER	TERMS	PROJECT
PO # 0025915	Upon Receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Metro School Masonry Project Summer 2020		
	Contract Amount	\$ 74,934.00	74,934.00
	Amount Billed To Date	- \$ 71,187.30	-71,187.30
	Retainage Amount Due	\$ 3,746.70	0.00
		0.00%	0.00
<b>TOTAL</b>			<b>\$3,746.70</b>

*OK TO pay  
31 days after  
Board approval  
Chris [Signature]  
12-3-2020*

RECEIVED OCT 05 2020

## CONSENT AGENDA

**BA-21-168**      **Final Approval – Harding Middle School Masonry Project –  
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-21-168.1-2

### **Action Item**

#### **Pertinent Fact(s):**

The project was completed for the contract price of \$74,965.00, plus net Change Orders in the amount of \$11,247.00, for a final contract price of \$86,212.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PEEL). The project was substantially completed on October 15, 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 - Masonry Project.





CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Harding Middle School Masonry Restoration Project 2020

CONTRACTOR: Technical Specialties Systems, Corp

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: \$74,965.00  
CHANGE ORDERS: \$ 11,247.00  
CONTRACT TOTAL \$86,212.00

CONTRACT DATE: December 13, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Masonry restoration at Harding Middle School in accordance with the Project Manual.

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

Technical Specialty Systems

Name

[Signature]

Date

12-3-20

Project Supervisor

[Signature]

Name

10-15-2020

Date

Formal board action taken on \_\_\_\_\_ accepted the project.

Board of Education Secretary \_\_\_\_\_ Date \_\_\_\_\_



PH. 319-363-9035  
1115 WENIG ROAD, NE.  
CEDAR RAPIDS, IA 52402

# Invoice

DATE	INVOICE #
9/23/2020	20014-R

**BILL TO:**

Cedar Rapids Community Schools District  
Attn: Accounting Department  
PO Box 879  
Cedar Rapids, IA 52406-0879

P.O. NUMBER	TERMS	PROJECT
PO 0025914	Upon Receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Harding School Masonry Project Summer 2020		
	Contract Amount & Change Order \$ 86,212.00	86,212.00	86,212.00
	Completed To Date \$ 86,212.00		
	Billed To Date - \$ 81,901.40	-81,901.40	-81,901.40
	Retainage Due \$ 4310.60	0.00	0.00
		0.00%	0.00
<b>TOTAL</b>			<b>\$4,310.60</b>

*OK to pay  
31 days after  
Board approval  
Chris Sale*

*12-3-2020*

RECEIVED OCT 9 5 2020

## CONSENT AGENDA

**BA-21-169**      **Approval – Kennedy High School - Fire Alarm Upgrade Project –  
Change Order Number Two (Chris Gates)**

Exhibit: BA-21-169.1-2

### **Action Item**

#### **Pertinent Fact(s):**

1.      Streff Electric, Inc., is the contractor for the project with a contract amount of \$413,373.37 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2.      Streff Electric, Inc. is requesting a Change Order in the amount of \$2,136.90 for a new contract amount of \$415,510.27.
  - COR #4 results from an unforeseen condition resulting in adding 3 door controllers.

#### **Recommendation:**

It is recommended that the Board of Education approve Change Order Number Two to Streff Electric, Inc. Construction for the Kennedy High School - Fire Alarm Upgrade Project.





# AIA Document G701™ – 2017

## Change Order

**PROJECT:** (Name and address)  
CRCSD 2020-21 Fire Alarm Upgrades -  
Kennedy High School  
Cedar Rapids

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

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: January 28, 2020

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

**CHANGE ORDER INFORMATION:**  
Change Order Number: 02  
  
Date: December 1, 2020

**CONTRACTOR:** (Name and address)  
Streff Electric, Inc.  
751 Center Point Rd NE  
Cedar Rapids, IA 52402

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

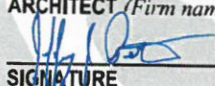
Per COR #4 (Attached)  
Add (3) Door Controllers                      ADD \$2,136.90


The original Contract Sum was	\$ 410,380.00
The net change by previously authorized Change Orders	\$ 2,993.37
The Contract Sum prior to this Change Order was	\$ 413,373.37
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,136.90
The new Contract Sum including this Change Order will be	\$ 415,510.27

The Contract Time will be increased by Zero (0) days.  
The new date of Substantial Completion will be August 7, 2020

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

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

Solum Lang Architects, LLC  
 \_\_\_\_\_  
**ARCHITECT** (Firm name)  
  
 \_\_\_\_\_  
**SIGNATURE**  
 Jeff Portman, Architect  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 December 1, 2020  
 \_\_\_\_\_  
**DATE**

Streff Electric, Inc.  
 \_\_\_\_\_  
**CONTRACTOR** (Firm name)  
  
 \_\_\_\_\_  
**SIGNATURE**  
 Matt N Streff  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 12/7/20  
 \_\_\_\_\_  
**DATE**

Cedar Rapids Community School District  
 \_\_\_\_\_  
**OWNER** (Firm name)  
 \_\_\_\_\_  
**SIGNATURE**  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 \_\_\_\_\_  
**DATE**



PRICING SHEET



JOB  
WORK

Kennedy F/A COR 04

ESTIMATE NO.	
Sheet No.	Of Sheets

ESTIMATE NO.	PRICED BY	EXTENDED BY	CHECKED BY	DATE
--------------	-----------	-------------	------------	------

	✓	MATERIAL	QUANTITY	MATERIAL PRICE	PER	MATERIAL EXTENSION	LABOR UNIT	PER	LABOR EXTENSION
1									
2		COURTOLERS	3	482 <sup>00</sup>		1446 <sup>00</sup>	FE		6
3						X 52			X 79
4									
5						\$1662 <sup>90</sup>			\$479 <sup>00</sup>
6									
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34									

\$236<sup>90</sup>

Totals This Sheet Transferred to Recap By - INITIAL

MATERIAL

LABOR

## CONSENT AGENDA

**BA-21-170 Agreement – Cedar Rapids Community School District and TransfrVR – 2020- 2021 School Year (John Rice/Tara Troester)**

Exhibit: BA-21-170.1-10

### **Action Item**

### **Pertinent Fact(s):**

The Agreement will better support High School Learners electing to remain remote in Career and Technical Education courses (specifically those in a construction or manufacturing pathway). The subscription service with TransfrVR provides

- Students and staff training in addition to ongoing technical support
- 5 Oculus Quest Headsets
- 59 industry developed simulations in Precision Measurement, Construction Safety and Blueprint Reading
- 1-year lease purchased with Perkins Grant Funds

### **Recommendation:**

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and TransfrVR for the 2020-2021 School Year.

## MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (“*Agreement*”), dated as Dec 1st, 2020 (“*Effective Date*”), is made by and between Transfr, Inc., a Delaware corporation (“*Transfr*”), and Cedar Rapids Community School District, (the “*Customer*”).

WITNESSETH:

**WHEREAS**, Transfr is engaged in the business of developing distributing, and/or selling virtual reality training simulations which enable novices to acquire skills through simulation-based training and meet the requirements for employment;

**WHEREAS**, the Customer is engaged in the business of providing quality workforce development resources; and

**WHEREAS**, Transfr and the Customer desire to agree on terms which will be applied to govern Transfr’s provision of certain services and equipment to the Customer.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which hereby are mutually acknowledged, the parties intending to be legally bound do hereby agree as follows:

1. **Services.**

- 1.1 Software Services. The Customer agrees to retain Transfr, and Transfr agrees to be retained, to license virtual reality training simulation services to the Customer (the “*Software Services*”) as set forth in an individual purchase order executed between the Customer and Transfr (each, a “*Purchase Order*”), a form of which is attached hereto as Exhibit A.
- 1.2 Hardware Services. In connection with the Software Services provided, Transfer shall provide to the Customer certain virtual reality equipment (the “*Equipment*”) and provide maintenance and repair services for such Equipment (the “*Hardware Services*” and together with the Software Services the “*Services*”). Each piece of Equipment shall be listed separately on the applicable software Purchase Order.
- 1.3 Purchase Orders. Each Purchase Order will incorporate this Agreement by reference and shall constitute a unique agreement and shall stand alone with respect to any other Purchase Order entered under this Agreement. To the extent that terms and/or provisions of a Purchase Order conflict with the terms and/or provisions of this Agreement, the terms and/or provisions of this Agreement shall control unless the Purchase Order expressly states otherwise. Transfr and the Customer agree that the Purchase Order shall set forth a reasonable schedule for the Services to be performed, and each Party will use commercially reasonable efforts to comply with the timelines stated therein.
- 1.4 Payment for Services. In consideration for Transfr performing the Services, the Customer shall pay the amounts as set out in the applicable Purchase Order.



## 2. **Equipment.**

- 2.1 Use of Equipment. The Customer agrees to use the Equipment in connection with the software provided in connection with the Software Services for training and development, and not for any other commercial use or application. The Customer shall be responsible for the proper use and deployment of the Equipment. Transfr shall provide training to the Customer on the proper use of the Equipment and any Equipment use procedures; provided, however, the Customer shall be responsible for training anyone using the Equipment on the proper use of the Equipment in accordance with any Equipment use procedures. The Customer's Transfr-trained trainers shall be responsible for the proper storage, use and deployment of the Equipment. When not in use, the Equipment shall be stored in a secure location. Customer shall ensure that anyone using the Equipment has read and agreed to Transfr's disclaimers contained in the software.
- 2.2 Maintenance and Repair. The Customer agrees that Transfr shall be the exclusive provider of maintenance and repair services for the Equipment.
- 2.3 Lost, Stolen or Damaged Equipment. The Customer is responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time Customer assumes custody of the Equipment until it is returned to Transfr, unless otherwise explicitly set forth in the applicable Purchase Order. If the Equipment is lost, stolen or damaged, the Customer agrees to promptly notify Transfr.
- 2.4 Receipt and Return of Equipment. The Customer shall be responsible for the safe packaging, proper import, export, shipping and receiving of the Equipment. The Equipment shall be returned within a reasonable amount of time after the earlier of end date identified on the applicable Purchase Order or the termination of this Agreement. Equipment shall be returned to Transfr in as good a condition as when received by the Company, except for reasonable wear and tear.
- 2.5 Title to the Equipment. Subject to the terms of this Agreement and the applicable Purchase Order, title to the Equipment shall remain with Transfr.

## 3. **Term and Termination.**

- 3.1 Term. This Agreement shall commence on the Execution Date and expire on Dec 1st, 2021 (the "**Term**").
- 3.2 Termination. This Agreement or any and all associated Purchase Orders may be terminated as follows:
- 3.2.1 Transfr may terminate this Agreement upon sixty (60) days' written notice to the Customer.
- 3.2.2 Transfr may terminate any Purchase Order upon thirty (30) days' written notice to the Customer.
- 3.2.3 A party may terminate this Agreement and any Purchase Order on written notice effective immediately if the other party commits a Material Breach (as hereinafter defined) of this Agreement or a Purchase Order which cannot be cured, or for a Material Breach of this Agreement or a Purchase Order which is capable of cure but is not cured within thirty (30) days of receipt of written notice from the other party ("**Material Breach**" being defined herein as failure to substantially comply with any material provision of this Agreement or any Purchase

- Order, including without limitation failure by the Customer to pay any undisputed amount due pursuant to a Purchase Order within thirty (30) days of receipt of notice of an overdue payment);
- 3.2.4 A party may terminate this Agreement and all Purchase Orders on written notice effective immediately if the other party (i) ceases, or threatens to cease, to carry on business or maintain itself as a going concern; (ii) becomes insolvent, is dissolved or liquidated, makes a general assignment for the benefit of its creditors, files or has filed against it, a petition in bankruptcy; or (iii) has a receiver appointed for a substantial part of its assets and is not discharged within thirty (30) days after the date of such appointment.

### 3.3 Duties Upon Termination.

- 3.3.1 Cooperation. Upon termination of this Agreement or any Purchase Order, the parties will wind down activities and associated costs prior to the performance of any additional tasks not otherwise addressed in such Purchase Order. The Parties will reasonably cooperate with each other to provide for an orderly cessation of Services.
- 3.3.2 Customer Return Obligation. The Customer is obligated to return by mail all Equipment in an undamaged condition, to Transfr within thirty (30) days of the expiration or termination of this Agreement or the Purchase Order, as applicable.
- 3.3.3 Payment. The Customer will pay or reimburse Transfr for any amounts owed, but not yet paid, for Services performed or expenses incurred, if any, up to the effective date of termination.

## 4. **No Warranty; Limitation on Liability.**

- 4.1 No Warranty. TRANSFR MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, THE EQUIPMENT OR THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, AND WARRANTIES OF NON-INFRINGEMENT. TRANSFR DOES NOT WARRANT THAT THE CONTENT IS ERROR-FREE, WILL RUN UNINTERRUPTED, OR THAT ALL ERRORS CAN OR WILL BE CORRECTED.
- 4.2 Limitation of Liability. TRANSFR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.3 Damages. TRANSFR'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED: ANY FEES PAID BY THE CUSTOMER TO TRANSFR. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION. THE CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED BY TRANSFR WOULD BE HIGHER.

## 5. **Indemnification.**

- 5.1 Customer Obligations. Customer shall, to the extent authorized by applicable law, hold harmless Transfr, its officers, agents and employees from any and all claims filed by a third parties for damages, costs, actions, liabilities or expenses to the extent they result from or arise out of Customer's use of the Product or the Equipment, including but not limited to claims by the Customer's employees, users or clients, allegedly caused by use of the Product or the Equipment, and claims of infringement relating to any content used by the Customer through the Product or the Equipment.
- 5.2 Indemnification of the Customer. The Customer shall give Transfr prompt notice of any claims brought against the Customer by a third party based on any allegation that the Customer's use of the Product, or any part thereof, constitutes infringement of any United States third party intellectual property right, cooperates with Transfr in responding to such claims, and permit Transfr to control the defense or settlement of such claims. If the Product becomes or, in Transfr's opinion is likely to become, the subject of an infringement claim or action, Transfr may, at its option: (a) procure, at no cost to the Customer, the right for the Customer to continue using the Product; (b) replace or modify the Product to render it non-infringing, provided there is no material loss of functionality; or (c) if, in Transfr's reasonable opinion, neither (a) nor (b) above is commercially feasible, terminate this Agreement. The foregoing states Transfr's sole obligation and the Customer's exclusive remedy in the event any such claim or action is commenced or is likely to be commenced.

## 6. **Confidentiality and Non-Disclosure.**

- 6.1 Both parties understand and agree that during the Term of this Agreement and thereafter, they may receive or become aware of confidential or otherwise sensitive information of the other, which may include, without limitation, information such as analyses, projects, reports, technical/financial/budgetary information, proprietary concepts, internal processes, methodologies and intellectual property. The parties agree, for the Term of this Agreement and for a period of five (5) years thereafter, to keep such information confidential, and they further agree to not communicate, divulge, disclose or otherwise use, directly or indirectly, such information, except where: (a) required for the performance of their duties under this Agreement; (b) required by applicable laws; or (c) the information enters the public domain without the fault of the parties hereto.

## 7. **Intellectual Property.**

- 7.1 Ownership of Intellectual Property. As between Transfr and the Customer, Transfr owns and shall retain all right, title, and interest, including, without limitation, all intellectual property rights, in and to Transfr's trademarks and proprietary indicia. The Customer shall have only those rights in and to such items as are expressly granted to the Customer under this Agreement. The parties agree that any (a) intellectual property, industrial property or proprietary rights (including patents, copyrights and

know-how) and/or (b) results, work product, content, reports or other deliverables in any form or media, in each case, that are created, invented, utilized or developed by Transfr or its designees in connection with this Agreement (collectively the “**Product**”) are owned solely by Transfr.

## 7.2 Grant of Intellectual Property Licenses.

- 7.2.1 The Customer hereby grants Transfr a fully paid, perpetual, non-exclusive, sub-licensable, non-revocable, license under and to all intellectual property rights owned or controlled by the Customer that are utilized by Transfr as far as strictly necessary for the development of the Product or any improvement or derivative thereof.
- 7.2.2 Transfr grants to the Customer a non-exclusive, non-revocable license to distribute the Product in the form provided by Transfr exclusively in connection with the Services and for the use as set forth in Section 2.1.

## 8. **Miscellaneous.**

- 8.1 Assignment. The Customer may not assign its rights under this Agreement without the prior written consent of Transfr. Any purported assignment by the Customer shall be null and void. Transfr may assign this Agreement in its entirety in connection with a merger, acquisition or similar transaction.
- 8.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws provisions. The parties hereby agree to the exclusive jurisdiction of the state and federal courts located in the State of Delaware and hereby agree that such courts shall be the exclusive venue for any action or proceeding arising out of or related to this Agreement.
- 8.3 Severability. All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all the other provisions hereof shall remain in full force and effect as if the illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case Transfr and the Customer agree to amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.
- 8.4 Independent Contractors. The parties hereunder are independent contractors. Neither party shall have any right to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other party. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership or other form of a business organization or agency relationship.
- 8.5 Entire Agreement. This Agreement and the applicable Purchase Orders constitute the entire Agreement between the Customer and Transfr with respect to the subject matter hereof, and no waiver, modification, alteration or amendment of any of the terms or conditions hereof shall be effective unless and until set forth in a writing duly signed by an authorized representative of Transfr and the Customer.
- 8.6 Force Majeure. Transfr shall not be responsible for any failure or delay in the performance of any obligation hereunder, if such failure or delay is due to a cause beyond Transfr's reasonable control, including, but not limited to acts of God, flood, fire, volcano, war, third-party suppliers, labor disputes or governmental acts.

8.7 Notices. All notices to either party shall be in writing and delivered by hand or by certified mail or overnight delivery service to the address set forth by the Customer or Transfr or to such other address as either party shall give by notice to the other party. Notices shall be effective when delivered to the applicable address.

8.8 Survival. The provisions of Sections 3.3, 4, 6, 7, and 8 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

*[Signature Page to Follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Master Service Agreement as of the date first written above.

**TRANSFR:**

TRANSFR, INC., a Delaware corporation

By:  
Name:  
Title:

**CUSTOMER:**

Cedar Rapids Community School District

By:  
Name:  
Title:

**Exhibit A**

**Form of Purchase Order**

See Attached.





## TRANSFR, INC. PURCHASE ORDER

**Transfr, Inc.**

**Address:** 2196 Third Ave  
PMB 20026  
New York, New York 10035  
**Attention:** Accounts Receivable  
**Phone:** 917.960.2396 **Fax:**

**Customer:** Cedar Rapids Community School District  
**Address:** [insert address]  
**Attention:** [insert name]  
**Phone:** [insert phone number] **Fax:**

**Effective Date:** Dec 1st, 2020

**Expiration Date:** Dec 1st, 2021

**Payment Terms:**

- \$10,000
- Net 30

**Software Specifications:**

- **Skilled Trades Fundamentals**

<b>Modules Included</b>	Precision Measurement, Safety, Blueprint Reading
<b># of simulations</b>	59
<b>Users per license</b>	Unlimited
<b>Standard Pricing</b>	<b>\$5,000</b>
<b>Price per license (headset included)</b>	<b>\$2,000</b>
<b>Price per VR Lab (5 licenses &amp; 5 headsets)</b>	<b>\$10,000</b>

**Description of Equipment Provided:**

5 VR Training Headsets	included
Customer service	included
Technical support	included
Remote training	included

**Price:**

CATEGORY	FEE
Software License: unlimited	<b>\$10,000</b>

**TOTAL: \$ 10,000**

Capitalized terms utilized but not defined in this Purchase Order are defined in the Master Services Agreement, dated Dec 1st, 2020, by and between Transfr, Inc and Customer (the “Master Service Agreement”). This Purchase Order constitutes an offer by Customer to purchase certain products and services from Transfr in accordance with the terms and conditions of the Master Service Agreement, and does not constitute an invitation to negotiate. This Purchase Order is governed by the Master Service Agreement.

## CONSENT AGENDA

**BA-21-171      Final Approval - Jefferson High School - Locker Replacement Project -  
Certificate of Substantial Completion (Rich Reysack)**

Exhibit: BA-21-171.1-3

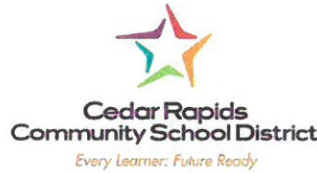
**Action Item**

**Pertinent Fact(s):**

The project was completed for the contract price of \$181,860.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PEEL). The project was substantially completed on December 7, 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 - Jefferson High School - Locker Replacement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Jefferson High School Locker Replacement Project 2020

CONTRACTOR: H2I Group

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: \$181,860  
CHANGE ORDERS: \$ 0.00  
CONTRACT TOTAL \$181,860

CONTRACT DATE: February 20, 2020

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Replace Academic Lockers

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

Wendall Bergmann Digitally signed by Wendall Bergmann  
DN: cn=Wendall Bergmann, o=H2I Group,  
email=Wendall.Bergmann@h2igroup.com

Name

11-23-2020

Date

Project Supervisor

*Richard C. Ruppach*

Name

12-7-2020

Date

Formal board action taken on \_\_\_\_\_ accepted the project.

Board of Education Secretary \_\_\_\_\_ Date \_\_\_\_\_

# APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 205647

To Owner: CEDAR RAPIDS CSD (USE THIS ADDR Project: 76230- Jefferson HS (Cedar Rapids) Locker Replacement 2020

Application No. : 4

Distribution to :

Owner

Architect

Contractor

Period To: 11/30/2020

Project Nos:

Contract Date:

CC: rreysack@crschools.us  
CEDAR RAPIDS, IA 52406-0879  
chemesath@crschools.us

From Contractor: H2I Group  
430 Industrial Blvd  
Minneapolis, MN 55413

Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

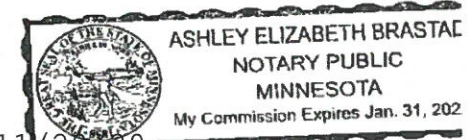
1. Original Contract Sum .....	\$181,860.00
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$181,860.00
4. Total Completed and Stored To Date .....	\$181,860.00
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage .....	\$0.00
6. Total Earned Less Retainage .....	\$181,860.00
7. Less Previous Certificates For Payments .....	\$172,767.00
8. Current Payment Due .....	\$9,093.00
9. Balance To Finish, Plus Retainage .....	\$0.00

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

CONTRACTOR: H2I Group

By: *Sherrill Swanson*

Date: 11/20/20



State of: Minnesota  
Subscribed and sworn to before me this 20  
Notary Public:  
My Commission expires: 1/31/22

County of: Hennepin  
day of November

*[Signature]*

## ARCHITECT'S 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 \$ 9,093.00

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

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

*12-7-2020 OK to Pay Arch/K*

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

This schedule of values are to be used for payment of contracted work only. They are not to be used for pricing change order adds or deducts

# CONTINUATION SHEET

**Application and Certification for Payment**, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

**Application No. :** 4  
**Application Date :** 11/25/20  
**To:** 11/30/20  
**Architect's Project No.:**

**Invoice # :** 205647      **Contract :** 76230- Jefferson HS (Cedar Rapids) Locker Replacement 2020

A Item No.	B Description of Work	C Scheduled Value	D		E This Period In Place	F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed							
			From Previous Application (D+E)							
1	Replacement Academic Lockers (Material)	118,200.00	118,200.00		0.00	0.00	118,200.00	100.00%	0.00	
2	Removal of Existing Lockers	25,430.00	25,430.00		0.00	0.00	25,430.00	100.00%	0.00	
3	Installation of New Lockers	38,230.00	38,230.00		0.00	0.00	38,230.00	100.00%	0.00	
<b>Grand Totals</b>		<b>181,860.00</b>	<b>181,860.00</b>		<b>0.00</b>	<b>0.00</b>	<b>181,860.00</b>	<b>100.00%</b>	<b>0.00</b>	<b>0.00</b>

This schedule of values are to be used for payment of contracted work only. They are not to be used for pricing change order adds or deducts

## CONSENT AGENDA

**BA-21-172      Final Approval - Kennedy High School - ADA Elevator Project -  
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-21-172.1-4

### **Action Item**

### **Pertinent Fact(s):**

The project was completed for the contract price of \$434,360.00, plus net Change Orders in the amount of \$12,186.94, for a final contract price of \$446,546.94 and the funding was provided by the Secure an Advanced Vision for Education Fund (SAVE). The project was substantially completed on November 5, 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 - Kennedy High School - ADA Elevator Project.





# AIA® Document G704™ – 2017

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(name and address)</i> CRCS D 2020-21 ADA Elevator Kennedy High School Cedar Rapids	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: March 10, 2020	<b>CERTIFICATE INFORMATION:</b> Certificate Number: 1  Date: September 28, 2020
<b>OWNER:</b> <i>(name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center  2500 Edgewood Road NW Cedar Rapids, Iowa 52405	<b>ARCHITECT:</b> <i>(name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	<b>CONTRACTOR:</b> <i>(name and address)</i> Kleiman Construction 6205 Locust Street 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.)*

Total Project

Solum Lang Architects, LLC <u>ARCHITECT (Firm Name)</u>	 <u>SIGNATURE</u>	Darci Lorensen <u>PRINTED NAME AND TITLE</u>	August 7, 2020 <u>DATE OF SUBSTANTIAL COMPLETION</u>
---	--	---	---

### 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 Punch List


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 sixty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$6,500.00

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:

Kleiman Construction <u>CONTRACTOR (Firm Name)</u>	 <u>SIGNATURE</u>	Mike Glavin <u>PRINTED NAME AND TITLE</u>	11.5.2020 <u>DATE</u>
Cedar Rapids Community School District <u>OWNER (Firm Name)</u>	<u>SIGNATURE</u>	<u>PRINTED NAME AND TITLE</u>	<u>DATE</u>

# APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

TO OWNER: Cedar Rapids Community School 2500 Edgewood Road NW Cedar Rapids, IA 52405	PROJECT: Kennedy HS ADA Elevator 4545 Wenig Road NE Cedar Rapids, IA 52402	APPLICATION NO.: 4002 RET PERIOD TO: 10/31/2020	OWNER ARCHITECT CONTRACTOR
FROM CONTRACTOR: <b>Kleiman Construction Inc.</b> 6205 Locust Rd. SW Cedar Rapids, Iowa 52404	VIA ARCHITECT: Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids IA 52402	PROJECT NOS.: 4002 CONTRACT DATE:	
CONTRACT FOR: <b>GENERAL CONSTRUCTION</b>	<b>CRSCD Purchase Order Number: 0026125</b>		

## CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	<u>434,360.00</u>
2. Net Change by Change Orders	<u>12,186.94</u>
3. CONTRACT SUM TO DATE (Line 1+2)	<u>446,546.94</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	<u>446,546.94</u>
5. RETAINAGE:	
a. 5% of Completed Work \$	<u>0.00</u>
(Columns D-E on G703)	
b. 5% of Stored Material \$	<u>0.00</u>
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	<u>446,546.94</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) (Actual Payments)	<u>424,219.59</u>
8. Current Payment Due	<u>22,327.35</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	12,186.94	0.00
Total approved this Month	0.00	0.00
TOTALS	12,186.94	0.00
NET CHANGES by Change Order	\$	12,186.94

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

CONTRACTOR: KLEIMAN CONSTRUCTION INC.

BY: Cynthia L. Ferring DATE: 10/28/2020  
Cynthia L. Ferring, Controller

State of: Iowa  
County of: Linn  
Subscribed and sworn to before  
me this 28th day of October, 2022  
Notary Public: Ann M. Frese  
My Commission expires: 9/13/22



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 \$ 22,327.35

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

ARCHITECT: Solum Lang Architects  
By: Darci Towner Date: 11/24/2020

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.

*OK TO pay 31 days after Board approval*



Kennedy HS ADA Elevator  
4545 Wenig Road NE  
Cedar Rapids, IA 52402

Application No: 4002 RET

Period To: 10/31/2020

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	RETAINAGE	BALANCE
1	General Conditions	24,396.00	24,396.00	0.00	0.00	24,396.00	100	0.00	0.00
2	Insurance/Bonds	13,050.00	13,050.00	0.00	0.00	13,050.00	100	0.00	0.00
3	Demolition	42,354.00	42,354.00	0.00	0.00	42,354.00	100	0.00	0.00
4	Rebar	655.00	655.00	0.00	0.00	655.00	100	0.00	0.00
5	Cast in Place Concrete	20,322.00	20,322.00	0.00	0.00	20,322.00	100	0.00	0.00
6	Masonry	21,945.00	21,945.00	0.00	0.00	21,945.00	100	0.00	0.00
7	Steel Decking, Beam, Angles	14,680.00	14,680.00	0.00	0.00	14,680.00	100	0.00	0.00
8	Roof Patching/Flashing	10,100.00	10,100.00	0.00	0.00	10,100.00	100	0.00	0.00
9	Joint Firestopping/Seals/Sealants	8,752.00	8,752.00	0.00	0.00	8,752.00	100	0.00	0.00
10	Doors, Frames and Hardware	7,275.00	7,275.00	0.00	0.00	7,275.00	100	0.00	0.00
11	Door/Hardware Installation	4,472.00	4,472.00	0.00	0.00	4,472.00	100	0.00	0.00
12	Painting	3,905.00	3,905.00	0.00	0.00	3,905.00	100	0.00	0.00
13	Drywall/Acoustical Ceiling	26,415.00	26,415.00	0.00	0.00	26,415.00	100	0.00	0.00
14	Terrazzo Flooring	7,558.00	7,558.00	0.00	0.00	7,558.00	100	0.00	0.00
15	Flooring (Tile/Resilient/Base)	19,699.00	19,699.00	0.00	0.00	19,699.00	100	0.00	0.00
16	Elevator	95,638.00	95,638.00	0.00	0.00	95,638.00	100	0.00	0.00
17	Fire Suppression	5,544.00	5,544.00	0.00	0.00	5,544.00	100	0.00	0.00
18	Plumbing/HVAC	59,200.00	59,200.00	0.00	0.00	59,200.00	100	0.00	0.00
19	Electrical	48,400.00	48,400.00	0.00	0.00	48,400.00	100	0.00	0.00
CO#1	Change Order#1 (\$8,205.98)	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
1.1	COR@001 2x2 ACT	218.00	218.00	0.00	0.00	218.00	100	0.00	0.00
1.2R	COR#002R Additional Elevator Utilities	3,123.00	3,123.00	0.00	0.00	3,123.00	100	0.00	0.00
1.3R	COR#003R Mechanical Rerouting	4,653.98	4,653.98	0.00	0.00	4,653.98	100	0.00	0.00
1.4	COR#004 Conduit Demo	211.00	211.00	0.00	0.00	211.00	100	0.00	0.00

ITEM NO.	DESCRIPTION	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIALS	TOTAL	%	RETAINAGE	BALANCE
CO#02	Change Order #02 (\$3,980.96)	0.00	0.00	0.00	0.00	0.00	***	0.00	0.00
2.5R2	COR#005R2 Mechanical Chase Reface	772.10	772.10	0.00	0.00	772.10	100	0.00	0.00
2.6	COR#006 ITC#5 Additional Elevator Utilities	1,715.86	1,715.86	0.00	0.00	1,715.86	100	0.00	0.00
2.8R	COR#008R Leaking Valves	111.00	111.00	0.00	0.00	111.00	100	0.00	0.00
2.9	COR#009 Mosaic Tile Trim	798.00	798.00	0.00	0.00	798.00	100	0.00	0.00
2.11	COR#011 ITC#6 Roof Penetration Removal & Repatch	584.00	584.00	0.00	0.00	584.00	100	0.00	0.00
		<b>446,546.94</b>	<b>446,546.94</b>	<b>0.00</b>	<b>0.00</b>	<b>446,546.94</b>	100	0.00	<b>0.00</b>

## CONSENT AGENDA

**BA-21-173 Chapter 12 Exemption Request – Physical Education (John Rice)**

### **Action Item**

#### **Pertinent Fact(s):**

1. Jefferson High School, Kennedy High School, and Washington High School would like to request an exemption from General Accreditation Standards that state all students need to be enrolled in physical education every semester they are in attendance.
2. Students at each high school would still be required to take physical education but be allowed to condense the required physical education minutes into one semester by taking a daily physical education course.
3. The rationale for requesting this exemption is to support the development of healthy physical fitness habits while allowing students to have an additional academic class during the alternate semester.

#### **Recommendation:**

It is recommended that the Board of Education approve the General Accreditation Standards 281 – IAC **Chapter 12 Exemption Request** for Jefferson High School, Kennedy High School, and Washington High School to condense all the required physical education minutes into one semester.

**CONSENT AGENDA**

**BA-21-174      Preliminary Approval - New Elementary School at Jackson Elementary School Site Project (David Nicholson/Jon Galbraith)**

Exhibit: BA-21-174.1-2

**Action Item**

**Pertinent Fact(s):**

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District New Elementary School at Jackson Elementary School Site Project.
2. Schedule leading to award of contract:

Notice to Bidders	Publish	December 15, 2020
Receive Bids	2:30pm	January 26, 2021
Notice of Public Hearing	Publish	February 3, 2021
Hold Public Hearing	5:30pm	February 8, 2021
Award Contract	5:30pm	February 8, 2021
3. The project consists of building an elementary school on the Jackson Elementary School site. The Architect's estimate for construction is \$21,400,000 and the funding source for this project is SAVE.

**Recommendation:**

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the New Elementary School at Jackson Elementary School Site.



**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](http://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: \_\_\_\_\_

A handwritten signature in blue ink that reads 'Roger B. Worm'.

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





\*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-21-175      Approval – Metro High School - Asphalt Repairs Project - Change Order Number One (Rich Reysack)**

Exhibit: BA-21-175.1-2

### **Action Item**

### **Pertinent Fact(s):**

1. Pate Asphalt Systems is the contractor for the project with a contract amount of \$47,168.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Pate Asphalt Systems is requesting a Change Order in the amount of \$4,635.15, for a new contract amount of \$51,803.15.
  - Change Order #1 results from an owner's request to mill and overlay asphalt in the parking lot area.

### **Recommendation:**

It is recommended that the Board of Education approve Change Order Number One to Pate Asphalt Systems for the Metro High School - Asphalt Repair Project - Change Order Number One.



Change Order No. ONE

PROJECT:  
Garfield Elementary  
Metro High School  
Asphalt Repairs 2020

CONTRACTOR:  
Pate Asphalt Systems

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

The contract is changed as follows:  
Add for all material and labor to Mill two inch of existing asphalt and  
to overlay one inch of asphalt, Parking lot area needed additional asphalt  
205.44 square yards x \$10.00 per inch for milling =\$2,054.40  
159.22 square yards x \$7.50 per inch for asphalt overlay = \$1,194.15  
Total cost of mill and overlay work =\$3,248.55  
ADD, for additional asphalt work at main doorway, \$1,386.60  
Total cost of owner requested additional work, \$4,635.15

Original contract sum	\$47,168.00
Change by prior change orders	\$0
Contract sum prior to this change order	\$47,168.00
Contract sum Increase or (decrease) by this change order	\$ 4,635.15
New contract sum including this Change order	\$51,803.15
Contract time will be increased (decreased) by	0 days

Not Valid until signed by the Contractor and Board Secretary.

Pate Asphalt  
Contractor  
By [Signature]  
Date 12-08-20

Rich Reysack  
Project Supervisor  
By [Signature]  
Date 12-7-2020

Laurel Day, Secretary to the Board

Date \_\_\_\_\_

Pate Asphalt Systems Co.  
3285 3rd Avenue  
Marion, IA 52302-3928  
319-393-4812

# Invoice

DATE	INVOICE #
8/5/2020	18468

BILL TO

Cedar Rapids Community Schools  
ATTN: Accounting Department  
PO Box 879  
Cedar Rapids, IA 52406-0879

P.O. NO.

TERMS

Due on receipt

DESCRIPTION	AMOUNT
Metro High School - change order	
205.44 square yards of 2" asphalt milling	2,054.40
Installed 1" asphalt to 159.22 square yards	1,194.15
Installed 4" asphalt to front door area - 46.22 square yards	1,386.60

Thank you for your business. 1.5% per month finance charge to accounts over 30 days past due.

**Total** \$4,635.15

**CONSENT AGENDA**

**BA-21-176      Preliminary Approval – New Elementary School at Jackson Elementary School Site Project- Food Service Equipment (David Nicholson/Jon Galbraith)**

Exhibit: BA-21-176.1-2

**Action Item**

**Pertinent Fact(s):**

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District New Elementary School at Jackson Elementary School Site Project-Food Service Equipment.
2. Schedule leading to award of contract:

Notice to Bidders	Publish	December 15, 2020
Receive Bids	2:30pm	January 26, 2021
Notice of Public Hearing	Publish	February 3, 2021
Hold Public Hearing	5:30pm	February 8, 2021
Award Contract	5:30pm	February 8, 2021
3. The project consists of new food service equipment for the new elementary school building on the Jackson Elementary School site and the Architect’s estimate for construction is \$400,000.00. The funding source for this project is SAVE.

**Recommendation:**

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the New Elementary School at Jackson Elementary School Site – Food Service Equipment.



**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](http://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: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read 'Roger B. Worm', written over a horizontal line.

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



\*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-21-177**      **Final Approval - Kennedy High School - Walk-In Cooler Project - Certificate of Substantial Completion (Rich Reysack)**

Exhibit: BA-21-177.1-5

### **Action Item**

### **Pertinent Fact(s):**

The project was completed for the contract price of \$157,500.00 and the funding was provided by the Secure an Advanced Vision for Education Fund (SAVE). The project was substantially completed on September 25, 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 - Kennedy High School - Walk-In Cooler Project.

# AIA<sup>®</sup> Document G704<sup>™</sup> – 2017

## Certificate of Substantial Completion

**PROJECT:** *(name and address)*  
CRCSD 2020-21 Walk-In Cooler -  
Kennedy High School

**CONTRACT INFORMATION:**  
Contract For: General Construction  
  
Date: January 28, 2020

**CERTIFICATE INFORMATION:**  
Certificate Number: 01  
  
Date: September 24, 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)*  
Septagon Construction Co, Inc.  
3500 J St SW  
Cedar Rapids, IA 52404

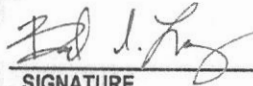
The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract 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.)*

Entire Project

Solum Lang Architects,  
LLC

ARCHITECT *(Firm Name)*



SIGNATURE

Brad Lang

PRINTED NAME AND TITLE

August 4, 2020

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. Also complete door hardware revisions per City inspector.

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: \$2,000

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:

Septagon Construction Co,  
Inc.

**CONTRACTOR** (*Firm  
Name*)

Cedar Rapids Community  
School District

**OWNER** (*Firm Name*)



SIGNATURE

MICHAEL RUSSELL, PLS

PRINTED NAME AND TITLE

9/25/2020

DATE

SIGNATURE

PRINTED NAME AND TITLE

DATE



# Punch List

TO: Septagon Construction	PROJECT: Kennedy Walk-In
ATTN: Briar Van Draska	PROJECT #: 18029-R
Date Held on: 08/04/2020	Transmit Via: email
Date Distributed: 08/04/2020	Area Reviewed: Exterior and Interior Walk-In Cooler/Freezer

The following items were noted during the on-site inspection of the identified portion of the work and do not necessarily indicate all the work required to fulfill the Contract requirements. This list is not to be considered all inclusive and does not alter the responsibility of the Contractor to complete in accordance with Contractor's responsibility. Contractor is still obligated to perform all work in the construction documents regardless of whether items are identified here or not. Any disputes regarding responsibility must be submitted in writing within 5 days of receipt if the punch list to the Architect for evaluation and/or reassignment.

Unit No.	Unit Name	Description of Work	Check Off
		<p>General Notes: Apply throughout to all exterior.</p> <ul style="list-style-type: none"> <li>Remove residual yellow/brown adhesive on exterior of walk-in metal panels.</li> <li>Flatten top of walk-in cooler metal fascia that is showing buckling of sheet material.</li> </ul>	
Exterior		<ol style="list-style-type: none"> <li>Add sealant where it is missing at exterior North bottom walk-in panel base.</li> <li>Fasten upper metal corner trim on the West side of the walk-in that makes contact with the existing brick building.</li> </ol>	

Attachments: None

BY: Alfredo Lujan Solum Lang Architects, LLC

CC: Richard Reysack



Application for Payment

**Project:** CRCSD 2020-21 Walk-in Cooler - Kennedy High School

4545 Wenig Road NE  
Cedar Rapids, IA 52402

<b>Job No:</b> 0520001	<b>Invoice Date:</b> 8/7/2020	<b>Invoice No:</b> 20-065	<b>TERMS:</b> Net 10 Days
<b>Period No:</b> 28	<b>Period To:</b> 8/9/2020	<b>Pay App No:</b> 5	<b>Customer PO #:</b> 25985

**Owner:** Cedar Rapids Community  
School District  
2500 Edgewood Rd NW  
Cedar Rapids, IA 52405

**Contractor:** Septagon Construction Co., Inc  
-Cedar Rapids  
3500 J St SW  
Cedar Rapids, IA 52404-4609

**Architect:** Solum Lang Architects  
1101 Old Marion Road NE  
Cedar Rapids, IA 52402

**Application For Payment Summary**

Lost Weather Days: 0

1. Original Contract Value.....	\$157,500.00
2. Net Change by Change Orders.....	\$0.00
3. Contract Value To Date.....	\$157,500.00
4. Total Completed & Stored To Date.....	\$157,500.00
5. Completed Work Retainage(5%).....	\$0.00
6. Stored Material Retainage(5%).....	\$0.00
7. Total Retainage.....	\$0.00
8. Total Earned Less Retainage(5%).....	\$157,500.00
9. Less Previous Certificates For Payment.....	\$149,625.00
<b>10. Current Payment Due.....</b>	<b>\$7,875.00</b>
11. Balance To Finish, Including Retainage.....	\$0.00

Comments:

BY: Michael Russell

Solum Lang Architects  
BY: Brad Lang

CONTRACTOR

ARCHITECT

SIGNATURE

DATE

SIGNATURE

DATE

*[Handwritten Signature]* 8/7/20

*[Handwritten Signature]* 8.21.2020

**Amount Certified:** \$7,875.00.00

**NOTICE TO OWNER**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

A finance charge of 1-1/2% per month compounded to an annual rate of 18% will be charged on all accounts 30 days past due.

**Thank you!**



**SEPTAGON**  
CONSTRUCTION

Application for Payment

**Job No:** 0520001  
**To Company:** Cedar Rapids Community School District  
**From Company:** Septagon Construction Co., Inc –Cedar Rapids

**Invoice No:** 20-065  
**Application Date:** 8/7/2020  
**Period To:** 8/9/2020  
**Architect's Project No:**

**Pay App No:** 5  
**Customer PO #:** 25985

A	B	C	D	E	F	G	H	I	J	K	L
Item No	Category ID	Description	Scheduled Value	Previous Work And Material Installed	Work This Invoice	Material Installed This Invoice	Total Stored Material	Total Completed	Percent Complete	Balance To Complete Value	Total Retain Value 5%
000001		General Conditions	\$20,200.00	\$20,200.00	\$0.00	\$0.00	\$0.00	\$20,200.00	100%	\$0.00	\$0.00
000002		Landscaping	\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$0.00	\$2,800.00	100%	\$0.00	\$0.00
000003		Concrete	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$0.00	\$45,000.00	100%	\$0.00	\$0.00
000004		Misc Steel	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
000005		Demo and Carpentry	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	100%	\$0.00	\$0.00
000006		Roofing	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	100%	\$0.00	\$0.00
000007		Cooler	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	100%	\$0.00	\$0.00
000008		Electrical	\$8,500.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$8,500.00	100%	\$0.00	\$0.00
<b>Totals:</b>			<b>\$157,500.00</b>	<b>\$157,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$157,500.00</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$0.00</b>

## CONSENT AGENDA

**BA-21-178**      **Agreement - Cedar Rapids Community School District and Rick Nolan - Cash Rent Farm Lease (David Nicholson)**

Exhibit: BA-21-178.1-4

### **Action Item**

### **Pertinent Fact(s):**

The updated Farm Cash Rent Lease, originally drafted by legal counsel, is between CRCSD and Rick Nolan that provides for a continuation of an existing Agreement to farm 34.3 acres of District owned land adjacent to Morgan Creek Park. In light of the lower cash rents according to the ISU Cash Rental Rates for Iowa 2020 Survey the cash rent per acre is recommended to be increased from \$229/acre to \$232/acre.

### **Recommendation:**

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and Rick Nolan - Cash Rent Farm Lease.



## Iowa Cash Rent Farm Lease (Short Form) for 2019

Owner (s): Cedar Rapids Community School District  
Operator (s): Rick Nolan

1. Legal Description:

The SW 1/4 NW 1/4 of Section 22-83-8, Linn County, Iowa excepting therefrom the West 16 rods of the North 10 rods, excepting the Public Highway and three acres M/L, legally described as follows:

PLAT OF SURVEY # 1891 PARCEL IS PART OF THE SW1/4 NW1/4 OF SECTION 22, TOWNSHIP-83-NORTH, RANGE-8-WEST OF THE 5TH P.M., CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER SW1/4 NW1/4 OF SAID SECTION 22:  
THENCE S00°55'28"E ALONG THE EAST LINE SW1/4 NW1/4 OF SAID SECTION 22, 580.01 FEET;  
THENCE S89°22'09"W. 225 FEET;  
THENCE N00°55'28"W, 580.01 FEET TO THE NORTH LINE OF THE SW1/4 NW1/4 OF SAID SECTION 22;  
THENCE N89°22'09"E ALONG SAID NORTH LINE, 225.00 FEET TO THE POINT OF BEGINNING CONTAINING 3.0 ACRES (130.502 SQ.FT.) MORE OR LESS.  
SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

2. Term of Lease: Beginning March 1st, 2021, and ending the last day of February 2022, but subject to modification as per Section 18 of this Lease.

3. There are 34.3 contract acres available according to county FSA records, but subject to modification as per Section 18 of this Lease.

The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

Structure	Purpose
N/A	N/A

In the event of damage or destruction of buildings or structures listed above the Owner will have the option to replace them or provide their functional equivalent operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

4. **Cash Rent:** Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

<b>Description</b>		<b>Amount</b>
Cropland	34.3 acres @ \$232.00 =	\$7,957.60
Cropland	_____ acres @ \$_____	\$
Established hay land	_____ acres @ \$_____	\$
Pasture	_____ acres @ \$_____	\$
Buildings and storage structures, housing		\$
Total annual rent		\$7,957.60

**The cash rent shall be due and payable as follows:**

Due Date 3/1/21 Amount \$3,978.80  
Due Date 9/1/21 Amount \$3,978.80

5. **USDA Commodity Program Payments:** Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.
6. **Recreational Use:** Use of the real estate is not allowed for hunting or other recreational purposes without consent of the Owner.
7. **Division of Expense:** All crop production expenses are the responsibility of the Operator. Cost of lime and application will be treated as follows: Operator expense.
8. **Expenses:** No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.
9. **Repair and Maintenance:** Buildings and Fences for minor repairs: Owner will furnish all materials and Operator will provide the labor at no charge. New Fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.
10. **Operator's Duties:** Operator agrees to operate the farm in an efficient and steward-like manner, control weeds and brush in the fields, fence rows, road ditches, provide proper maintenance to control erosion and maintain waterways and tiles, and building lots and all other areas of the farm where access is possible. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner.
11. **Owner's Duties:** Owner shall provide Operator with quiet enjoyment of the property subject to the terms and conditions of this lease.

12. **Compensation:** Operator shall have the right to take away from the farm any movable buildings and fixtures which he/she has replaced upon the farm at his/her own expense. Such moving must be done within 60 days after termination of the lease. The Operator must leave the premises from which such improvements are removed in as good condition as they were before said removal or compensate the Owner for damages. Each party shall present to the other all such claims for compensation in writing at the termination of the lease. The Operator shall receive compensation from the Owner for the undepreciated value for the **following items** upon termination of the lease provided that the value and date of completion are documented.

**Item a.** N/A **Item b.** \_\_\_\_\_ **Item c.** \_\_\_\_\_ **Item d.** \_\_\_\_\_

13. **Transfer of Interest:** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

14. **Changes in Lease Terms:** The conduct, representation, or statement of either party, by act or omission shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this Lease.

15. **Right of Entry:** The Owner reserves the right to enter the premise at any time for any reason. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been removed.

16. **Violation of Terms:** If the Operator fails to keep any agreement contained in this lease, the lease shall then terminate, and the Owner or legal representative shall have the right to take immediate possession of the premises.

17. **Land Stewardship:** In the spirit of promoting improved land stewardship, the Operator and Owner reserve the right to reach mutual agreement on additional soil conservation practices not currently practiced such as annual no-till farming for all crops and/or planting cover crops. The Owner will reduce per acre lease cost in the amount mutually agreeable to the Operator to promote land stewardship improvements.

18. **Other Provisions:** The property is subject to development by Owner. Should development activities occur during the term of this Lease, Operator agrees to cooperate with Owner in such activities. However, should such activities cause damage to Operator's crops, Owner shall reasonably compensate Operator.

19. **No Other Lease.** This Lease supersedes and supplants any other lease between the parties for this same property.

In Witness whereof, we agree to the terms and conditions of this lease and we affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Rick Nolan  
Operator

7073 21<sup>st</sup> Avenue  
P. O. Box 40  
Van Horn, Iowa 52346  
Telephone: 319-350-3105

Cedar Rapids Community School District

By : \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Board Secretary

2500 Edgewood Rd. NW  
Cedar Rapids, Iowa 52405  
Telephone: 319-558-2216

## CONSENT AGENDA

### **BA-21-179      Resolution - Bank Naming Depositories (David Nicholson)**

Exhibit: BA-21-179.1

#### **Action Item**

#### **Pertinent Fact(s):**

1. The Code of Iowa Chapter 12C requires that the Board annually approve the banks, savings associations, (formerly savings and loans) and credit unions and associated maximum balances in which CRCSD funds including student activity accounts may be deposited.
2. With the issuance of bonds for the construction of new elementary schools, it is requiring us to increase our limit from \$100 million to \$150 million.

#### **Recommendation:**

It is recommended that the Board of Education approve the Resolution Bank Naming Depositories.

## RESOLUTION NAMING DEPOSITORIES

RESOLVED, that the Board of Education of the Cedar Rapids Community School District in Linn County, Iowa, approves the following list of financial institutions to be depositories of the Cedar Rapids Community School District funds in conformance with all applicable provisions of Iowa Code Chapter 12C. The Treasurer is hereby authorized to deposit the Cedar Rapids Community School District funds in amounts not to exceed \$150 million in any one of each respective financial institution as set out below.

DEPOSITORY NAME	LOCATION OF HOME OFFICE
Bank of the West	San Francisco, CA
UMB Bank	West Des Moines, IA
Cedar Rapids Bank & Trust	Cedar Rapids, IA
Farmers State Bank	Marion, IA
Hiawatha Bank & Trust Company	Hiawatha, IA
Hills Bank & Trust Company	Hills, IA
IASB Iowa Schools Joint Investment Trust	Naperville, IL
Regions Bank	Bellevue, IL
US Bank, NA	Minneapolis, MN
Wells Fargo Bank Iowa. N. A.	Minneapolis, MN

CERTIFICATION. I hereby certify that the foregoing is a true and correct copy of a resolution of the Cedar Rapids Community School District adopted at a meeting of said public body, duly called and held the 14th day of December, 2020, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Dated this 14<sup>th</sup> day of December, 2020

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Board Secretary  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT  
2500 Edgewood Road NW  
Cedar Rapids, IA 52405

## CONSENT AGENDA

**BA-21-180      School Improvement Advisory Committee Membership –  
2020-2021 School Year (Nicole Kooiker)**

Exhibit: BA-21-180.1

### **Action Item**

#### **Pertinent Fact(s):**

1.    SIAC is a Board-Appointed Committee and serves an important purpose for CRCSD. The Committee is represented by a wide and diverse group of community and District stakeholders.
2.    SIAC Membership is reviewed and revised annually. By Iowa Code, the membership requires Board approval.

#### **Recommendation:**

It is recommended that the Board of Education approve the School Improvement Advisory Committee Membership for the 2020-2021 School Year.



## SIAC Team Members 2020-2021

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### Parent Representation:

Nic Harmann	JSA
Bridgette Williams	Kennedy
Cheri Smith	Metro
Akim Nilausen	Viola Gibson
Trish Lokmer	Pierce
Megan Heims	Coolidge
Victoria Torres	Hoover
Lamar Wall	Madison
Shawn Grady	Polk AEC
Michele Sandberg	Harding MS
Chandra Hayes	Cedar River Academy
Destiny Thurmon	Harrison Connections
Alison Kramer	Arthur
Tamaica Fields	KLA
Carrie Wickham	Garfield
Maryann Ellis	Cleveland
Tara Kelsey	Cleveland
Jillian Sandersfeld	Nixon
Tomi Fuchs	Nixon
Laura MacKenzie	Truman
Flora Williams	RCCBA
Karl Cassell	Jefferson
Gretchen Paricka	Franklin
Anna Patty	Wilson
Amy Kuennen	Taft
Erica Diehl	Hiawatha
Abby Stern	Grant Wood
Michael Brown	McKinley STEAM Academy
Paly Afridi	Washington
Andrew & Erin Boone	Grant
Angie Brunow	Erskine
Katherine Ryan	Garfield
Elizabeth Birdsley	Cleveland

### Staff Representation:

Rice, John	ELSC
Christenson, Eric	ELSC
Barnum, Craig	ELSC
Brandon, David	Kenwood Elementary
Hall, Sha	Erskine Elementary
Hampton, JennyKaye	ELSC
Hayes, Paul	ELSC
Kruse, Michelle	RCCBA
Pickering, Trace	Iowa BIG
Westerkamp, Jessica	Grant Wood Elementary
Rydstrom, Ryan	ELSC
Zimmermann, Adam	ELSC
Parker, Wendy	ELSC
Thielen, David	Van Buren Elementary
Meyer, Brian	Jackson Elementary

### Community Representation:

Spivey, Daryl	Community Member
Damro, Emily	Community Member
Twedt-Ball, Clint	Community Member
Wall, Doug	Community Member
Worden, Laurie	Community Member

## ADMINISTRATION

**BA-21-181 Cedar Rapids Community Schools Foundation – Update (Laurel Day)**

### **Information Item**

#### **Pertinent Fact(s):**

Dr. Chris Tyler, President of the Board of Trustees, Cedar Rapids Community Schools Foundation, will present an annual progress report on behalf of the Foundation's Board.

## ADMINISTRATION

**BA-21-182      Resolution - Authorize and Provide Issuance and Secure the Payment of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds and Authorizing the Execution and Delivery of Documents (David Nicholson)**

Exhibit: BA-21-182.1-28

**Action Item      Motion/2<sup>nd</sup>/Roll Call**

### **Pertinent Fact(s):**

1. On October 12, 2020, the Board held a Public Hearing for the issuance of not to exceed \$45,000,000 of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, in one or more series. It was estimated to have a net present value of savings in the amount of \$1,858,220.
2. On December 3, 2020, Piper Sandler received 9 bids on behalf of CRCSD. The bids ranged from a true interest cost of .420096 from Huntington Securities, Inc and .651255 from Robert W. Baird & Co., Inc. CRCSD accepted the bid from Huntington Securities, Inc for the issuance of \$35,835,000 of School Infrastructure Sale, Services and Use Tax Revenue Refunding Bonds and will realize a net present value of savings of \$2,160,241 with this refunding.
3. Authorizing and Providing for the Issuance and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds is the action the Board need to take to complete the refunding.

### **Recommendation:**

It is recommended that the Board of Education approve the Resolution Authorizing and Providing for the issuance and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds and Authorizing the Execution and Delivery of Documents.

MINUTES OF MEETING TO ISSUE  
SCHOOL INFRASTRUCTURE SALES,  
SERVICES AND USE TAX REVENUE  
AND REFUNDING BONDS, 2020B

Cedar Rapids, Iowa

December 14, 2020

The Board of Directors of the Cedar Rapids Community School District met on the above date, at \_\_\_\_\_ o'clock \_\_\_\_ .m. at the \_\_\_\_\_, Cedar Rapids, Iowa, pursuant to prior action of the Board and to law, for the purpose of considering bids received for the purchase and passing a resolution providing for the sale and issuance of School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B and for the transaction of such other business as may come before the meeting.

**[The Board is conducting this meeting in person and by electronic means due to federal and state government recommendations in response to COVID-19 pandemic conditions. Electronic access information was included in the posted agenda of this public meeting.]**

The meeting was called to order by the Secretary of the Board, and the roll was called showing the following Directors present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

**ANNOUNCEMENT OF BID RESULTS**

The bids were received and canvassed on behalf of the School District on December 3, 2020. The substance of such bids were reviewed and the low bidder was determined and the purchase agreement executed. The results of the bids are now noted in the minutes, as follows:

Name and Address of Bidder

Final Bid (True Interest Cost)

(See attached Bid Tabulation)

**MOTION TO APPROVE RESOLUTION**

The Board took up for consideration the resolution next hereinafter set out. Board Member \_\_\_\_\_ moved that the resolution be adopted, seconded by Board Member \_\_\_\_\_. The President of the Board put the question on the motion, and the roll being called, the following named Directors voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the President of the Board declared the motion duly carried and the resolution duly adopted as hereinafter set out.

• • •Other Business • • •

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.

RESOLUTION NO. \_\_\_\_\_

Resolution authorizing and providing for the issuance and securing the payment of School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds and authorizing the execution and delivery of documents related thereto

WHEREAS, the Cedar Rapids Community School District (the “School District”), in the County of Linn (the “County”), State of Iowa, is entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure (the “School Infrastructure Tax”), the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Section 423E.4 of the Iowa Code, as amended, (the “School Infrastructure Tax Revenues”) and which taxes are and will continue to be collected as set forth therein; and

WHEREAS, the School District has adopted a revenue purpose statement setting forth the purposes for which it may use the School Infrastructure Tax Revenues, including but not limited to school infrastructure projects, and such revenue purpose statement was approved by the authorized electors of the School District on November 5, 2019; and

WHEREAS, the School District has previously issued the Outstanding Bonds (as defined herein) in accordance with the Outstanding Bond Resolutions (as defined herein) payable from the School Infrastructure Tax Revenues, and such Outstanding Bond Resolutions provided that additional Parity Bonds (as defined therein) payable from the School Infrastructure Tax Revenues may be issued on a parity with the Outstanding Bonds, provided that there has been procured and placed on file with the Secretary of the Board of Directors, a statement complying with the conditions and limitations therein imposed upon the issuance of said Parity Bonds; and

WHEREAS, the School District issued its outstanding School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2015 (the “Series 2015 Bonds”) on June 1, 2015, and the Series 2015 Bonds are optional for redemption on July 1, 2020 or any business date thereafter upon the terms of par plus accrued interest; and

WHEREAS, pursuant to the provisions of Chapter 423E of the Code of Iowa, the School District deems it advisable and necessary to issue not to exceed \$35,835,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B (the “Series 2020B Bonds” and sometimes referred to herein as the “Bonds”), for the purposes of (1) refunding the outstanding Series 2015 Bonds; (2) funding a debt service reserve fund; and (3) paying costs of issuance and related costs of the Series 2020B Bonds, and such Series 2020B Bonds shall be on a parity with the Outstanding Bonds (as defined herein) and any future Parity Bonds; and

WHEREAS, a statement of Piper Sandler & Co. has been placed on file in the office of the Secretary of the Board of Directors, showing that the conditions and limitations of the Outstanding Bond Resolutions with regard to the sufficiency of School Infrastructure Tax Revenues for the issuance of the Series 2020B Bonds on a parity with the Outstanding Bonds have been met and satisfied as required by the Outstanding Bond Resolutions; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of the Series 2020B Bonds; and

WHEREAS, sealed bids for the purchase of the Bonds were received and canvassed on behalf of the School District on December 3, 2020, and the substance of such bids was noted in the minutes of the meeting of the School District on this date;

WHEREAS, the bid of Huntington Securities, Inc., Chicago, Illinois (the “Purchaser”), was determined to be the best, such bid proposing the lowest interest cost to the School District, and the bid was accepted pursuant to a certain purchase agreement (the “Bond Purchase Agreement”) executed on December 3, 2020; and

NOW, THEREFORE, Be It Resolved by the Board of Directors of the Cedar Rapids Community School District, as follows:

Section 1. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

“Act” shall mean Iowa Code Chapters 423E and 423F, as from time to time amended and supplemented.

“Additional Bonds” shall mean any school infrastructure sales, services and use tax revenue bonds issued on a parity with the Series 2020B Bonds in accordance with the provisions of this Resolution.

“Bonds” or “Series 2020B Bonds” shall mean the not to exceed \$35,835,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B, authorized to be issued by this Resolution.

“Economic Refunding” shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Series 2020B Bonds, any Outstanding Bonds or Parity Bonds in accordance with Section 11 of this Resolution, and to pay costs of issuance. The refunding effected with the proceeds of such refunding bonds (i) must produce annual debt service on the refunding bonds not greater than the total (remaining) debt service on the Series 2020B Bonds, the Outstanding Bonds or the Parity Bonds being refunded; (ii) shall not have a payment in any Fiscal Year (through maturity of the refunding bonds) that is greater than the payment in such Fiscal Year on the Series 2020B Bonds, Outstanding Bonds or the Parity Bonds being refunded, and (iii) shall have a final maturity no later than the final maturity of the Series 2020B Bonds, Outstanding Bonds or the Parity Bonds being refunded.

“Fiscal Year” shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the School District. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.



“Governing Body” shall mean the Board of Directors of the School District.

“Independent Auditor” shall mean an independent firm of certified public accountants, an independent financial advisor, or the Auditor of State.

“Issuer” and “School District” shall mean the Cedar Rapids Community School District.

“Outstanding Bonds” shall mean the Series 2010 QSCB Bonds, the Series 2019 Bonds, the Series 2019B Bonds, and the Series 2020A Bonds which remain outstanding as of the date of this Resolution and are secured by a lien on the School Infrastructure Tax Revenues.

“Outstanding Bond Resolutions” shall mean the Series 2010 QSCB Bond Resolution, the Series 2019 Bond Resolution, the Series 2019B Bond Resolution, and the Series 2020A Bond Resolution collectively.

“Parity Bonds” shall mean bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Outstanding Bonds, the Series 2020B Bonds and any Additional Bonds as authorized to be issued under the terms of this Resolution.

“Paying Agent” shall mean UMB Bank, n.a., or other entity as may be approved by the School District.

“Permitted Investments” shall mean any investments permitted in Iowa Code Chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Series 2020B Bonds.

“Purchaser” shall mean Huntington Securities, Inc., Chicago, Illinois, together with its successors and assigns, as a holder of the Series 2020B Bonds.

“Registrar” shall mean UMB Bank, n.a., or other entity as may be approved by the School District.

“Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement” shall mean the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement among the School District, the Registrar and Paying Agent regarding the Series 2020B Bonds.

“School Infrastructure Tax” shall mean the School District’s portion of the one percent (1%) sales, services and use tax imposed by the State of Iowa for school infrastructure purposes which must be deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to section 423E.4 Code of Iowa, as amended.

“School Infrastructure Tax Revenues” shall mean all of the revenues received by the School District in each Fiscal Year from the imposition of the School Infrastructure Tax (including, without limitation, any revenues received by the School District from interest and penalties on delinquent collections of the School Infrastructure Tax).

“Secretary” shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

“Series 2010 QSCB Bond Resolution” means the School District’s resolution adopted on November 8, 2010 authorizing the issuance of the Series 2010 QSCB Bonds.

“Series 2010 QSCB Bonds” shall mean the School District’s Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds (Qualified School Construction Bonds – Direct Pay), Series 2010 issued in the original principal amount of \$11,842,461 pursuant to the Series 2010 QSCB Bond Resolution.

“Series 2015 Bond Resolution” means the School District’s resolution adopted on May 11, 2015 authorizing the issuance of the Series 2015 Bonds.

“Series 2015 Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2015 issued in the original principal amount of \$56,603,000 pursuant to the Series 2015 Bond Resolution.

“Series 2019 Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019 issued in the original principal amount of \$25,185,000 pursuant to the Series 2019 Bond Resolution.

“Series 2019 Bond Resolution” means the School District’s resolution adopted on June 24, 2019 authorizing the issuance of the Series 2019 Bonds.

“Series 2019B Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B issued in the original principal amount of \$27,739,000 pursuant to the Series 2019B Bond Resolution.

“Series 2019B Bond Resolution” means the School District’s resolution adopted on October 28, 2019 authorizing the issuance of the Series 2019B Bonds.

“Series 2020A Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A issued in the original principal amount of \$9,925,000 pursuant to the Series 2020A Bond Resolution.

“Series 2020A Bond Resolution” means the School District’s resolution adopted on November 9, 2020 authorizing the issuance of the Series 2020A Bonds.

“2020B Bond Sinking Fund Subaccount” means the subaccount by that name created pursuant to Section 7 hereof.

“2020B Debt Service Reserve Fund Subaccount” means the subaccount by that name created pursuant to Section 7 hereof.

“2020B Debt Service Reserve Fund Subaccount Amount” means the amount set forth in the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement.

“Treasurer” shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Authorization. For the purposes referred to in the preamble hereof and pursuant to Chapters 423E and 423F of the Code of Iowa, the Series 2020B Bonds are hereby authorized to be issued in the amount of \$35,835,000 and sold to the Purchaser at the price specified in the bid and the Bond Purchase Agreement, and all actions of the School District staff and this Board related to the marketing and sale of the Bonds are ratified and confirmed. The School District’s financial advisor and Purchaser are each authorized to use a final Official Statement substantially in the form of said P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and this Resolution, and the Board Secretary is hereby authorized and directed to execute a final Official Statement, if requested. All actions by the Financial Advisor regarding the dissemination of the terms of offering, in compliance with the Internal Revenue Service regulations governing “Issue Price” determinations, substantially in the form of the terms of offering attached to the P.O.S. are hereby ratified and approved.

Section 3. Registrar and Paying Agent. UMB Bank, n.a. is hereby designated as the Registrar and Paying Agent for the Series 2020B Bonds and may be hereinafter referred to as the “Bond Registrar” or the “Paying Agent”, and the President and the Board Secretary are hereby authorized and directed to execute and deliver the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement.

Section 4. Bond Details; Source of Payment. The Bonds shall be dated the date of delivery, and shall become due and payable on January 1 and July 1 in each of the respective years, in the principal amounts and shall bear interest at the respective rates, as follows:

<u>Date</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
January 1, 2022	\$6,835,000	0.25%
July 1, 2022	\$3,400,000	5.00%
January 1, 2023	\$3,400,000	5.00%
July 1, 2023	\$3,400,000	5.00%
January 1, 2024	\$3,600,000	5.00%
July 1, 2024	\$3,600,000	5.00%
January 1, 2025	\$3,600,000	6.00%
July 1, 2025	\$3,600,000	6.00%
January 1, 2026	\$2,200,000	6.00%
July 1, 2026	\$2,200,000	6.00%

Principal of the Bond maturing on January 1, 2022 is subject to mandatory redemption (by lot, as selected by the Bond Registrar) on July 1, 2021, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Date</u>	<u>Principal Amount</u>
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July 1, 2021	\$3,435,000
January 1, 2022	\$3,400,000 (Maturity)

All payments shall be applied first to the payment of interest due and next to the reduction of principal.

Payment of both principal of and interest on the Series 2020B Bonds shall be made to the registered owners appearing on the registration books of the School District at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid by electronic means, check or draft mailed to the registered owners at the addresses shown on such registration books. After the final installment of principal and interest on a Series 2020B Bonds the Purchaser shall return the original Series 2020B Bonds to the Paying Agent.

The Series 2020B Bonds are not subject to optional redemption.

All of the interest on the Series 2020B Bonds shall be payable semiannually on the first day of July and January in each year, commencing July 1, 2021. Payment of interest on the Series 2020B Bonds shall be made to the registered owners appearing on the bond registration books of the School District at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid by electronic means, check or draft mailed to the registered owners at the addresses shown on such registration books. Principal of the Series 2020B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2020B Bonds at the office of the Paying Agent.

The Series 2020B Bonds shall be executed on behalf of the School District with the official manual or facsimile signature of the President of the Board and attested by the official manual or facsimile signature of the Board Secretary, and shall be fully registered bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature shall appear on the Series 2020B Bonds shall cease to be such officer before the delivery of such Series 2020B Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2020B Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Bond Registrar.

The Series 2020B Bonds, together with the Outstanding Bonds and any future Parity Bonds, and the interest thereon, shall be payable solely from the School Infrastructure Tax Revenues and the Revenue Fund and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment thereof. None of the Series 2020B Bonds shall be a general obligation of the School District, and under no circumstances shall the School District be in any manner liable by reason of the failure of the School Infrastructure Tax Revenues to be sufficient for the payment in whole or in part of the Series 2020B Bonds and the interest thereon; but the Series 2020B Bonds shall be payable both as to principal and interest solely and only from the School Infrastructure Tax Revenues pledged therefor as hereinafter provided.

The Series 2020B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the School District kept by the Bond Registrar, and after

such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Series 2020B Bonds shall be transferable only upon the registration books of the School District upon presentation to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2020B Bonds may be kept confidential as provided by Section 22.7 of the Code of Iowa.

Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the “Participants”). In the event that DTC determines not to continue to act as securities depository for the Bonds or the School District determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the School District will discontinue the book-entry system with DTC. If the School District does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the School District will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the School District identifies a qualified securities depository to replace DTC, the School District will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interest in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant’s interest in the Bonds, which will be confirmed in accordance with DTC’s standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the School District to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The School District will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term “Beneficial Owner” shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the School District, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the School District to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the School District to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. Form of Series 2020B Bonds. The form of Series 2020B Bonds shall be substantially as follows:

(Form of Series 2020B Bond)

UNITED STATES OF AMERICA  
STATE OF IOWA  
COUNTY OF LINN  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE AND  
REFUNDING BOND, SERIES 2020B

No. \_\_\_\_\_ \$ \_\_\_\_\_

RATE	MATURITY DATE	BOND DATE	CUSIP
	_____, 20__	December 29, 2020	150539 ____

The Cedar Rapids Community School District (the “School District”), in the County of Linn, State of Iowa, for value received, promises to pay on the Maturity Date of this Bond to:

CEDE & CO.

or registered assigns, the principal sum of

DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the “Bond Registrar” or the “Paying Agent”) with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on July 1 and January 1 of each year, commencing July 1, 2021, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the School District at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid by electronic means, check or draft mailed to the registered owner at the address shown on such registration books.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a duly authorized series of bonds (the “Bonds”) issued by the School District pursuant to and in strict compliance with the provisions of Chapter 423E and Chapter 423F of the Code of Iowa, as amended, and all laws amendatory thereof and supplementary thereto, and in conformity with a resolution duly and properly passed by the Board of Directors of the School



District (the “Series 2020B Bond Resolution”) for the purposes of (1) refunding the outstanding Series 2015 Bonds (as defined in the Series 2020B Bond Resolution); (2) funding a debt service reserve fund and (3) paying costs of issuance. Capitalized terms used but undefined herein shall have the respective meanings ascribed to such terms in the Series 2020B Bond Resolution.

Principal of the Bond maturing on January 1, 2022 is subject to mandatory redemption (by lot, as selected by the Bond Registrar) on July 1, 2021, at a redemption price of 100% of the principal amount thereof to be redeemed, plus accrued interest thereon to the redemption date, in the following principal amounts:

<u>Date</u>	<u>Principal Amount</u>
July 1, 2021	\$3,435,000
January 1, 2022	\$3,400,000 (Maturity)

The Bonds are not subject to optional redemption.

The Bonds are not general obligations of the School District, but the Bonds, together with the Outstanding Bonds and any future Parity Bonds, are payable from and secured solely and only by a pledge of certain School Infrastructure Tax Revenues as defined and provided in the Series 2020B Bond Resolution. The School District has covenanted that it will allocate such School Infrastructure Tax Revenues to the Sinking Fund created in the Outstanding Bond Resolutions to meet the payments of principal of and interest on the Outstanding Bonds, the Bonds and any future Parity Bonds, as the same become due. Under no circumstances shall the School District be in any manner liable by reason of the failure of the said School Infrastructure Tax Revenues to be sufficient for the payment of the principal of or interest on the Bonds.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the names of the owners on the books of the School District in the office of the Bond Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar, or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The School District, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the School District, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the Cedar Rapids Community School District, Iowa, by its Board of Directors, has caused this Bond to be executed by the President of the Board and attested by the Board Secretary, all as of the Bond Date.

CEDAR RAPIDS COMMUNITY SCHOOL  
DISTRICT

By (DO NOT SIGN)  
President, Board of Directors

Attest:

(DO NOT SIGN)  
Board Secretary

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Series 2020B Bond Resolution.

UMB BANK, N.A.

By (Authorized Signature)  
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenants in common	UTMA
TEN ENT	as tenants by the entireties	As Custodian for
TEN	as joint tenants with right of survivorship and not as tenants in common	(Minor) under Uniform Transfers to Minors Act (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

\_\_\_\_\_  
(please print or type name and address of Assignee)

\_\_\_\_\_  
PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint \_\_\_\_\_, Attorney, to transfer this Bonds on the books kept for registration thereof with full power of substitution.

Dated: \_\_\_\_\_

Signature guaranteed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Deposit of Bond Proceeds; Executions of Documents. The Series 2020B Bonds shall be executed as herein provided as soon after the adoption of this Resolution as may be possible and thereupon they shall be delivered to the Bond Registrar for registration, authentication and delivery to the Purchaser, upon receipt of the purchase price thereof, and all action heretofore taken in connection with the issuance of the Series 2020B Bonds is hereby ratified and confirmed in all respects. The proceeds received from the Series 2020B Bonds shall be applied to pay costs of issuance associated with the issuance of the Series 2020B Bonds, fund a 2020B Debt Service Reserve Fund Subaccount, and to refund the outstanding Series 2015 Bonds. The foregoing deposits may be modified by the closing certificate delivered at the time of the issuance of the Series 2020B Bonds to conform to the final uses of the proceeds of the Series 2020B Bonds.

The officers of the School District are hereby authorized and directed to do all acts and things as may be necessary in connection with the issuance and delivery of the Series 2020B Bonds and to carry out the intent and purposes of this Resolution.

Section 7. Application of Revenues; Funds and Accounts. The Outstanding Bond Resolutions created the Cedar Rapids Community School District School Infrastructure Sales and Services Tax Revenue Fund (the "Revenue Fund") held by the School District into which the School District is required to deposit 100% of the School Infrastructure Tax Revenues received by the School District until all of the Outstanding Bonds and any Parity Bonds (including the Series 2020B Bonds) have been paid and no longer outstanding. From and after the delivery of the Series 2020B Bonds and as long as any of the Series 2020B Bonds are outstanding and unpaid or until all principal of and interest thereon have been discharged and satisfied or provision therefor has been made, 100% of the School Infrastructure Tax Revenues received by the School District shall continue to be deposited in the Revenue Fund, which shall be used and disbursed in the following priority:

(1) Sinking Fund. The Outstanding Bond Resolutions created a Sinking Fund to be held by the School District into which there shall be set aside from the School Infrastructure Tax Revenues in the Revenue Fund such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds and any future Parity Bonds (including the Series 2020B Bonds), as the same become due, and the School District shall continue to maintain the Sinking Fund so long as the Series 2020B Bonds and any Parity Bonds are outstanding. The Outstanding Bond Resolutions created within the Sinking Fund various subaccounts with respect to the Outstanding Bonds and authorized the creation of additional subaccounts with respect to Parity Bonds.

The money in the Revenue Fund shall first be disbursed on a parity basis to make deposits into the various subaccounts of the Sinking Fund, hereinbefore created pursuant to the Outstanding Bond Resolutions, created pursuant to this Resolution or created in the future for any Parity Bonds. The amount to be paid into the respective subaccounts of the Sinking Fund during each Fiscal Year shall be sufficient to pay the principal of and interest due during such Fiscal Year on the Outstanding Bonds, the Series 2020B Bonds and any Parity Bonds.

Pursuant to the Outstanding Bond Resolutions, the School District has created the following subaccounts within the Sinking Fund:

(a) Taxable School Infrastructure Sales, Services, and Use Tax Revenue Bonds, (Qualified School Construction Bond — Direct Pay), Series 2010 Sinking Fund Subaccount (“2010 QSCB Sinking Fund Subaccount”) for the Series 2010 QSCB Bonds held by the trustee for the Series 2010 QSCB Bonds;

(b) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019 Bond Sinking Fund Subaccount (“2019 Bond Sinking Fund Subaccount”) for the Series 2019 Bonds held by the School District or the registrar and paying agent for the Series 2019 Bonds;

(c) School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B Bond Sinking Fund Subaccount (“2019B Bond Sinking Fund Subaccount”) for the Series 2019B Bonds held by the School District or the registrar and paying agent for the Series 2019B Bonds; and

(d) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A Bond Sinking Fund Subaccount (“2020A Bond Sinking Fund Subaccount” and, together with the 2019B Bond Sinking Fund Subaccount, 2019 Bond Sinking Fund Subaccount and the Series 2010 QSCB Sinking Fund Subaccount, the “Outstanding Bond Sinking Fund Subaccounts”) for the Series 2020A Bonds held by the School District or the registrar and paying agent for the Series 2020A Bonds.

So long as the Outstanding Bonds remain outstanding, the Outstanding Bonds Sinking Fund Subaccounts created pursuant to the Outstanding Bond Resolutions are recognized and confirmed, and shall be maintained for the payment of the principal of and interest on the respective Series of Outstanding Bonds as provided in the Outstanding Bond Resolutions.

In accordance with the Outstanding Bonds Resolutions, there is hereby established a subaccount entitled the School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, 2020B Bond Sinking Fund Subaccount (the “2020B Bond Sinking Fund Subaccount”) within the Sinking Fund for the purpose of paying principal of and interest on the Series 2020B Bonds. The 2020B Bond Sinking Fund Subaccount shall be held by the School District, the Registrar and Paying Agent or another lending institution approved by the Superintendent of the School District. The required amount to be deposited in the 2020B Bond Sinking Fund Subaccount in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the Series 2020B Bonds, plus the equal monthly amount necessary to pay in full the installment of principal coming due on the next succeeding principal payment date until the full amount of such installment is on deposit. The money deposited in the 2020B Bond Sinking Fund Subaccount shall be used solely to pay the principal of, and interest on the Series 2020B Bonds, and is hereby pledged to the payment thereof. If for any reason the amount on deposit in the 2020B Bond Sinking Fund Subaccount exceeds the required amount, the excess shall forthwith be withdrawn and deposited into the Revenue Fund.

The subaccounts in the Sinking Fund shall be segregated from all other funds, accounts and subaccounts established by this Resolution, the Outstanding Bond Resolutions or any future resolutions authorizing the issuance of Parity Bonds. Upon the issuance of future Parity Bonds, the School District may provide for annual or more or less frequent payments of into subaccount(s) of the Sinking Fund for such Parity Bonds to pay the principal of an interest on such Parity Bonds.

(2) Reserve Fund. The Outstanding Bond Resolutions created a School Infrastructure Sales, Services and Use Tax Revenue Debt Service Reserve Fund (the “Reserve Fund”) to be held by the School District and various subaccounts thereof into which there shall be set aside from the School Infrastructure Tax Revenues in the Revenue Fund such portion thereof as will be sufficient to maintain a debt service reserve for the Outstanding Bonds, and any future Parity Bonds secured by the Reserve Fund.

After making the deposits into the various subaccounts of the Sinking Fund as hereinbefore provided, the money in the Revenue Fund shall next be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund hereinbefore created pursuant to the Outstanding Bond Resolutions and created in the future for any Parity Bonds. The amount to be paid into the respective subaccounts of the Reserve Fund shall be sufficient to maintain the minimum amount required for each respective subaccount of the Reserve Fund pursuant to the respective Outstanding Bond Resolution and any future resolutions authorizing the issuance of Parity Bonds secured by the Reserve Fund.

Pursuant to the Outstanding Bond Resolutions, the School District has created the following subaccounts within the Reserve Fund:

School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A Debt Service Reserve Fund Subaccount for the Series 2020A Bonds held for the Series 2020A Bonds.

So long as the Outstanding Bonds remain outstanding, the subaccounts created in the Reserve Fund pursuant to the Outstanding Bond Resolutions are recognized and confirmed, and shall be maintained for the payment of the principal of and interest on the respective Series of Outstanding Bonds as provided in the Outstanding Bond Resolutions.

As provided in the Outstanding Bonds Resolutions, there is hereby established a subaccount entitled School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, 2020B Debt Service Reserve Fund Subaccount (the “2020B Debt Service Reserve Fund Subaccount”) within the Reserve Fund for the purpose of maintaining a debt service reserve for the Series 2020B Bonds. The 2020B Debt Service Reserve Fund Subaccount shall be held by the Paying Agent pursuant to the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement. On the date of issuance of the Series 2020B Bonds, an amount equal to the 2020B Debt Service Reserve Fund Subaccount Amount shall be deposited into the 2020B Debt Service Reserve Fund Subaccount.

The amounts on deposit in the 2020B Debt Service Reserve Fund Subaccount shall be used solely for the purpose of paying principal of and interest on the Series 2020B Bonds in the event

insufficient money is available in the Series 2020B Bond Sinking Fund Subaccount to make any such payment.

**The 2020B Debt Service Reserve Fund Subaccount is pledged only to the Series 2020B Bonds and shall not secure the Outstanding Bonds or any Parity Bonds.** Whenever it shall become necessary to withdraw money from the 2020B Debt Service Reserve Fund Subaccount for the payment of debt service on the Series 2020B Bonds or the amount on deposit in the 2020B Debt Service Reserve Fund Subaccount is less than the 2020B Debt Service Reserve Fund Subaccount Amount, the School District shall cause to be deposited in the 2020B Debt Service Reserve Fund Subaccount in each month an amount equal to 100% of the amount required by this Resolution to be deposited in such month into the Series 2020B Sinking Fund Subaccount; provided, however, that when the amount on deposit in the 2020B Debt Service Reserve Fund Subaccount shall be equal to at least the 2020B Debt Service Reserve Fund Subaccount Amount, no further deposits shall be made into the 2020B Debt Service Reserve Fund Subaccount except to maintain such level. If the amount on deposit in the 2020B Debt Service Reserve Fund Subaccount is greater than the 2020B Debt Service Reserve Fund Subaccount Amount, such excess amounts shall be withdrawn and paid into the Reserve Fund for allocation to other subaccounts in the Reserve Fund or if all Reserve Fund subaccounts are at their required levels, then paid to the Revenue Fund.

The School District may establish other subaccounts within the Reserve Fund upon the issuance of future Parity Bonds which are required to be secured by the Reserve Fund. The money deposited into the Revenue Fund shall be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund for all Parity Bonds secured thereby. The subaccounts in the Reserve Fund shall be segregated from all other funds, accounts and subaccounts established by the Outstanding Bond Resolutions and any future resolution for Parity Bonds secured by the Reserve Fund, and each subaccount shall be segregated and shall not be commingled or pledged to any other Parity Bonds, if issued.

(3) **Subordinate Obligations.** Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the School Infrastructure Tax Revenues, but subordinate to the Series 2020B Bonds, the Outstanding Bonds and any other Parity Bonds.

(4) **Surplus Revenue.** Any remaining money in the Revenue Fund may be used to pay or redeem any of the Series 2020B Bonds, the Outstanding Bonds and any other Parity Bonds or used for any lawful purpose, subject to the limitations herein. The School District reserves the right to create such additional funds, or subaccounts within funds established herein, as deemed necessary or appropriate, or as required by the issuance of additional obligations, provided the rights of the holders and security for the Series 2020B Bonds, the Outstanding Bonds and any other Parity Bonds are not impaired thereby.

Money in the Revenue Fund shall be allocated, deposited and paid into the various funds and accounts hereinbefore referred to at the times and in the order in which said funds are listed, on a cumulative basis. If in any month the money in the Revenue Fund, the Sinking Fund or its Subaccounts, or the Reserve Fund or its Subaccounts shall be insufficient to deposit in or transfer to or from the required amount in any of said funds or accounts, such deposits or transfers shall be



made on a pro rata basis (in accordance with the outstanding principal amounts of the Outstanding Bonds, the Series 2020B Bonds and the Parity Bonds) and the deficiencies shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The School District may establish various subaccounts within each fund established by the Outstanding Bond Resolutions or this Resolution.

Failure to make such allocation, deposit and payment without cure within thirty days shall constitute an event of default under this Resolution.

Section 8. Investments. Moneys on hand in any of the funds or accounts established by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation (the "FDIC"), or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund or account was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the School District to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund, shall be segregated in a separate account but may be invested in the same manner as other funds of the School District but designated as a trust fund on the books and records of the School District. The Sinking Fund and Reserve Fund, shall not be available for any other purposes other than those specified in this Resolution and the Outstanding Bond Resolutions.

All income derived from such investments in the Revenue Fund shall be regarded as School Infrastructure Tax Revenues.

Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund or account was created.

The School District hereby covenants and agrees that no such investment shall ever be made so as to cause the interest on the Series 2020B Bonds to become taxable as "arbitrage bonds" pursuant to the provisions of Section 148 the Internal Revenue Code of 1986, as amended.

Section 9. Covenants of the School District. The School District hereby represents, warrants, covenants and agrees with the owner or owners of the Series 2020B Bonds, or any of them, as follows:

(a) The School District will administer, enforce and collect, or cause to be administered, enforced and collected, the School Infrastructure Tax Revenues and the School Infrastructure Tax and shall take all reasonable actions that may be permitted by law to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.

(b) The School District will keep or cause to be kept books and records showing the proceeds of the School Infrastructure Tax Revenues, in which complete entries shall be made in

accordance with standard principles of accounting, and any owner of any of the Bonds shall have the right at all reasonable times to inspect such books and records.

(c) The School District shall, to the extent permitted by law, defend the validity and legality of this Resolution, the School Infrastructure Tax and the School Infrastructure Tax Revenues against all claims, suits and proceedings which would diminish or impair the School Infrastructure Tax Revenues as security for the Bonds.

(d) The School District, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the School Infrastructure Tax required by the Constitution and laws of the State of Iowa and the various ordinances, resolutions and contracts of the School District, including, without limitation, the proper segregation of the proceeds of the Bonds and the School Infrastructure Tax Revenues and their application from time to time to the respective funds provided therefore.

(e) At any and all times the School District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the School Infrastructure Tax Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the School District may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The School District, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the School Infrastructure Tax Revenues and other funds and accounts pledged hereunder and all the rights of every owner of any of the Bonds against all claims and demands of all persons whomsoever.

(f) The School District, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any Bond or other security payable from the School Infrastructure Tax Revenues might be prejudicially and materially impaired or diminished.

(g) Each School District officer or employee having custody of any School Infrastructure Tax Revenues, or responsible for their handling, shall be bonded at all times, which bonds shall be conditioned upon the proper application of said moneys.

(h) The Governing Body of the School District shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years.

(i) The Governing Body of the School District shall not take any action with respect to the School District's current Revenue Purpose Statement which would impair the ability or authority of the School District to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds.

(j) No obligations secured by a lien on the School Infrastructure Tax Revenues that is senior to the lien of the Bonds secured thereby exists. No obligation is secured by a lien on the School Infrastructure Tax Revenues that is subordinate to the lien thereon securing the Bonds.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the School District with respect to the School Infrastructure Tax Revenues shall obligate the School District to undertake or perform any duty, task or obligation to be performed by the State of Iowa or the County or its Board of Supervisors under the terms of the Act or other provision of the Code of Iowa, as from time to time amended.

Section 10. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds and interest thereon, and of the pledge of the School Infrastructure Tax Revenues made hereunder, and of all covenants of the School District hereunder.

Section 11. Prior Lien and Parity Bonds; Subordinate Obligations. The School District will issue no notes, bonds or other obligations of any kind or nature payable from or enjoying a lien or claim on the School Infrastructure Tax Revenues having priority over the Series 2020B Bonds, the Outstanding Bonds or any other Parity Bonds.

Additional Bonds may be issued as Parity Bonds and therefore issued on a parity and equality of rank with the Series 2020B Bonds, the Outstanding Bonds and any other Parity Bonds with respect to the lien and claim of such Additional Bonds to the School Infrastructure Tax Revenues and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Series 2020B Bonds, the Outstanding Bonds or Parity Bonds outstanding so long as the refunding is an Economic Refunding, without complying with subsection (b) below; or

(b) For the purpose of refunding any Series 2020B Bonds, the Outstanding Bonds or Parity Bonds outstanding, or for other lawful purposes, provided that before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Secretary, a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.20 times the maximum amount that will be required in any Fiscal Year for the payment of both principal of and interest on all Series 2020B Bonds, Outstanding Bonds and Parity Bonds then outstanding which are payable from the School Infrastructure Tax Revenues and the Additional Bonds then proposed to be issued.

For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year as aforesaid, the amount of the revenues for such year may be adjusted so as to reflect any changes in the amount of such revenues which would have resulted had the School Infrastructure Tax or any revision of the rate of the School Infrastructure Tax, the formula for distribution of the School Infrastructure Tax Revenues or the level at which the State funds the

Statewide Average Revenue Per Student, imposed at or prior to the time of the issuance of any such Parity Bonds been in effect during all of such preceding Fiscal Year. For this purpose, current projections of School Infrastructure Tax Revenues of the State of Iowa may be treated as if such projections had been in effect for the preceding Fiscal Year.

For the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

Nothing in this Section shall prohibit or restrict the right of the School District to issue additional revenue bonds or other revenue obligations without meeting the requirements in paragraphs (a) or (b) above and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the School Infrastructure Tax Revenues, provided that such additional revenue bonds or obligations shall be junior and subordinate to the Series 2020B Bonds.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the School District and the owners of the Bonds as may from time to time be outstanding, and after the issuance of the Series 2020B Bonds, no change, variation or alteration of any kind of the provisions of this Resolution shall be made except as provided in Section 13 and Section 14, until such time as all of the Bonds and the interest due there shall have been satisfied and discharged as provided in this Resolution.

Section 13. Amendment of Resolution without Consent. For any one or more of the following purposes, without the consent of or notice to the other owners of the Bonds or any Parity Bonds, and at any time or from time to time this Resolution may be amended, modified or supplemented by the School District:

- (a) to cure any ambiguity or formal defect or omission in this Resolution;
- (b) to grant to or confer for the benefit of the owners of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of the Bonds;
- (c) to assign and pledge under this Resolution additional revenues, properties or collateral as permitted by law;
- (d) to modify, amend or supplement this Resolution in such manner as to permit continued compliance with the provisions of the Internal Revenue Code in order to maintain the tax exempt status of the Bonds;
- (e) to provide for the issuance or incurrence of Parity Bonds; and
- (f) to make any other change that does not materially adversely affect the rights of any of the owners of the Bonds.

Section 14. Amendment of Resolution Requiring Consent. In addition to amendments to this Resolution authorized by Section 13 hereof, this Resolution may be amended from time to time if such amendment shall have been consented to by the holders of not less than two-thirds in principal amount of the Bonds at any time outstanding, but this Resolution may not be so amended

without the consent of the holders of 100% in principal amount of the Bonds at the time outstanding in such manner as to:

- (a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payments;
- (b) Materially affect the rights of the holders of less than all of the Bonds then outstanding; and
- (c) Reduce the percentage of the principal amount of the Bonds.

Whenever the School District shall propose to amend or modify this Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be mailed to each of the owners of the Bonds at the addresses appearing on the registration books of the School District held by the Bond Registrar and also to the Purchaser. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Board Secretary.

If the owners of not less than two-thirds in aggregate principal amount of the Series 2020B Bonds outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Series 2020B Bonds shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the School District from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Series 2020B Bond pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Series 2020B Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of not less than two-thirds in aggregate principal amount of the Series 2020B Bonds outstanding as in this section defined, shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 15. Tax Exemption. It is the intention of the School District that interest on the Series 2020B Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the School District covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and

court decisions as may be necessary to insure that the interest on the Series 2020B Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the School District are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The Series 2020B Bonds are not “Qualified Tax Exempt Obligations” as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 16. Continuing Disclosure. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in minimum denominations of \$100,000 (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the holder at least every nine months.

On the date of issuance and delivery of the Series 2020B Bonds, the School District will execute and deliver a Continuing Disclosure Certificate pursuant to which the School District will undertake to comply with the Rule. The School District covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the School District are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 17. Disposition of Bond Proceeds; Arbitrage Not Permitted. The School District certifies and covenants with the holders of the Series 2020B Bonds from time to time outstanding that the School District, through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) will comply with all representations, covenants and assurances contained in the tax certificate, which tax certificate shall constitute a part of the contract between the School District and the owners of the Series 2020B Bonds; (c) will consult with bond counsel as necessary to comply with the provisions of this Resolution; (d) will pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 2020B Bonds; (e) will file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, will employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the School District in such compliance.

Section 18. Discharge and Satisfaction. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds, or any of them, in any one or more of the following ways:

- (a) By paying the Bonds when the same shall become due and payable; or

(b) By depositing in trust with the Board Secretary or Treasurer, the Paying Agent or a corporate trustee or escrow agent designated by the School District for the payment of the Bonds and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the Bonds may be redeemed, all of the Bonds outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any, that may be payable on the redemption of all the Bonds to be redeemed and notice of redemption of the Bonds shall have been previously given as provided herein.

Upon such payment or deposit of money or securities provided by this section, all liability of the School District with respect to the redeemed, prepaid or defeased Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited. The sufficiency of the money or securities so deposited shall be verified by an independent financial consultant or independent certified public accountant, unless the full redemption price in cash is so deposited (or gross funded) pursuant to this section.

Notwithstanding anything in this Section 18 to the contrary, if the amount held in such deposit shall at any time be insufficient for any reason to pay the principal and interest on the Series 2020B Bonds when due as provided in this Section 18, the School District shall immediately deposit the amount of any such shortfall as provided herein on or prior to the applicable due date.

Section 19. Execution of Documents; Official Statement. The President and the Board Secretary (or their designee) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Series 2020B Bonds and to carry out the purposes set forth in this resolution, including but not limited to any tax certificates, Rule 15c2-12 certificate, closing certificates and purchase agreements. Previous actions by the Board of Directors and School District staff relating to the execution, delivery and/or use of the Bond Purchase Agreement, P.O.S and final official statement for the Series 2020B Bonds are hereby ratified and confirmed.

Section 20. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 21. Conflicting Resolutions. All resolutions and orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 22. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.



Passed and approved on December 14, 2020.

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President, Board of Directors

Attest:

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Board Secretary

STATE OF IOWA  
COUNTY OF LINN                   SS:  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

I, the undersigned Board Secretary of the Cedar Rapids Community School District, do hereby certify that the above and foregoing is a true and correct copy of the minutes of a meeting of the Board of the School District, held as therein shown, including a true and correct copy of the resolution providing for the sale and issuance of not to exceed \$35,835,000 School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B.

I further certify that no appeal has been taken to the District Court from the decision of the Board of Directors to issue the Series 2020B Bonds.

WITNESS MY HAND this \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Board Secretary

STATE OF IOWA  
COUNTY OF LINN                   SS:  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

I, the undersigned Board Secretary of the Cedar Rapids Community School District, do hereby certify that there is not pending or threatened any question or litigation whatsoever touching the legality or enforceability of the School Infrastructure Tax and that there are no Bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the School Infrastructure Tax Revenues to be received by the School District, except for the School District's (1) present issue of School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B, (2) Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds (Qualified School Construction Bonds – Direct Pay), Series 2010, (3) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019, (4) School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B, and (5) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A.

WITNESS MY HAND this \_\_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Board Secretary

## LEARNING AND LEADERSHIP

**BA-21-183      School Calendar - Drafts - 2021-2022 and 2022-2023 School Years  
(Noreen Bush/Nicole Kooiker)**

Exhibit: BA-21-183.1-3

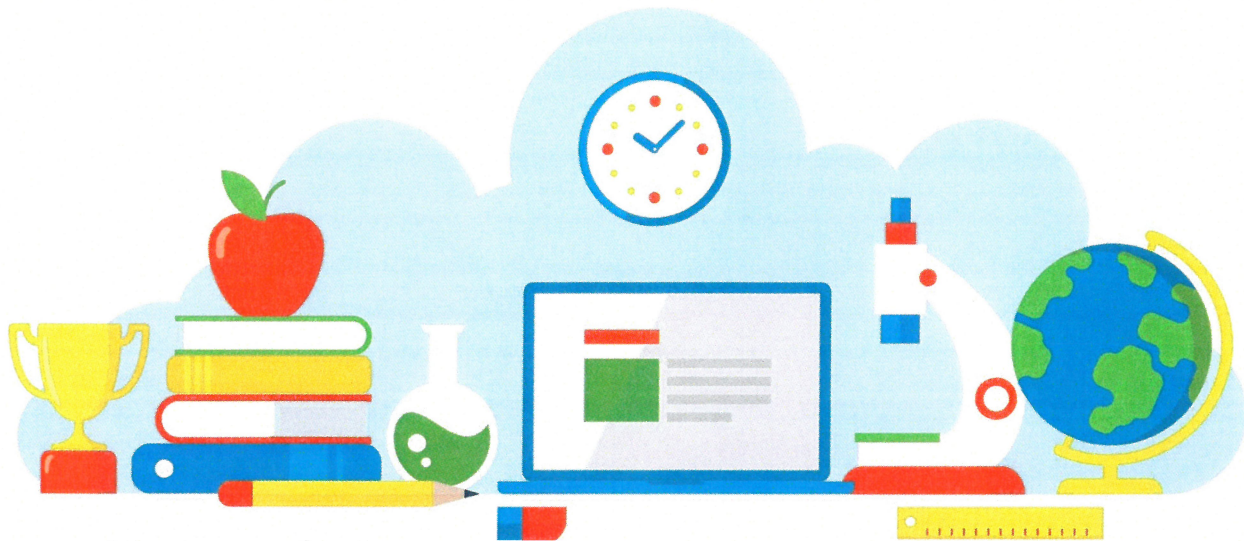
### **Information Item**

#### Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

#### **Pertinent Fact(s):**

The administration will share the drafts of the 2021-2022 and 2022-2023 School Calendars with the Board of Education. Pending the outcome of the Board discussion, a Public Hearing with a final calendar recommendation from the Superintendent will be presented and held during the Monday, January 11, 2021 Board of Education Meeting.



### **Key Calendar Aspects for Iowa Schools**

- Calendar year needs to be 180 days or 1080 hours
- School calendar for students shall begin no sooner than Aug. 23rd and no later than the first Monday in December

### **Calendar Updates and Timeline**

Nov. 16th - gave calendar to Superintendent Bush to review

Nov. 18th - gave calendar to CREA President and HR Director to review

Nov. 18th - shared with HRD team

Nov. 19th - shared with principals through email

Dec. 3rd - shared with Sup. Cabinet

Dec. 14th - share with board for round 1 review

Dec. 15th - email out to all staff calendar message with link to the google form on the web-site where they can provide feedback

Dec. 15th - share out message with families and community with link where they can provide feedback

Dec. 15th - 22nd - feedback on the calendars will be collected










Jan. 11th - calendar will go to the board for approval



# 2021-2022 Calendar

August 23, 2021 (Early Dismissal)  
May 27, 2022 (Early Dismissal)

## Calendar Legend

	New Teacher Pre-Service
	Teacher Pre-Service
	First Day of Classes/Early Dis. Last Day of Classes/Early Dis.
	Regularly Scheduled Early Release for Professional Learning – All Students
<b>S</b>	End of Semester
<b>F</b>	Finals – High School Only
	Holiday Break (No School – All District Offices Closed)
	Break (No School)
	Staff Learning (No School for Students)
	Staff Progress Reporting (No School for Students)
	Inclement Weather Make-Up

## School Hours:

Elementary School: 8:50am - 3:50pm  
Middle School: 7:50am - 2:50pm  
High School: 7:50am – 3:00pm

## Early Dismissal Hours:

Elementary School: 8:50am – 2:20pm  
Middle School: 7:50am – 1:20pm  
High School: 7:50am – 1:30pm

## Late Start Hours:

Elementary School: 10:50am – 3:50pm  
Middle School: 9:50am – 2:50pm  
High School: 9:50am – 3:00pm

## Conference Dates:

October 11 – 21, 2021 (ES/MS/HS)  
February 14 – 24, 2022 (ES/MS Only)

*Additional time may be added to the  
school day beginning March 21, 2022  
and/or at the end of the year.*

August 2021					
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	4
23	24	25	26	27	9
30	31				11
September 2021					
		1	2	3	14
6	7	8	9	10	18
13	14	15	16	17	23
20	21	22	23	24	28
27	28	29	30		32
October 2021					
				1	33
4	5	6	7	8	38
11	12	13	14	15	43
18	19	20	21	22	48
25	26	27	28	29	53
November 2021					
1	2	3	4	5	58
8	9	10	11	12	63
15	16	17	18	19	68
22	23	24	25	26	71
29	30				73
December 2021					
		1	2	3	76
6	7	8	9	10	81
13	14	15	16	17	86
20	21	22	23	24	90
27	28	29	30	31	90
January 2022					
3	4	5	6 F	7 F/S	95
10	11	12	13	14	100
17	18	19	20	21	105
24	25	26	27	28	110
31					111
February 2022					
	1	2	3	4	115
7	8	9	10	11	120
14	15	16	17	18	125
21	22	23	24	25	130
28					131
March 2022					
	1	2	3	4	135
7	8	9	10	11	140
14	15	16	17	18	140
21	22	23	24	25	145
28	29	30	31		149
April 2022					
				1	150
4	5	6	7	8	155
11	12	13	14	15	160
18	19	20	21	22	165
25	26	27	28	29	170
May 2022					
2	3	4	5	6	175
9	10	11	12	13	180
16	17	18	19	20	185
23	24	25	26 F	27 F/S	190
30	31				191
June 2022					
		1	2	3	
6	7	8	9	10	

July 2021	
4	Holiday – All Offices Closed
August 2021	
9-12	New Teacher Pre-Service
17-20	Teacher Pre-Service
23	First Day of Classes / Early Dismissal
September 2021	
6	Holiday – All Offices Closed
October 2021	
4	Staff Learning – No Students
November 2021	
24	Staff Progress Reporting – No Students
25-26	Holiday – All Offices Closed
December 2021	
23	Staff Progress Reporting – No Students
24&27	Holiday – All Offices Closed
28-29	Break – No Students
30-31	Holiday – All Offices Closed
January 2022	
3	Classes Resume
6-7	HS Finals
7	End of Semester
10-11	Staff Learning – No Students
17	Staff Progress Reporting – No Students OR Inclement Weather Make-Up
February 2022	
28	Staff Progress Reporting – No Students OR Inclement Weather Make-Up
March 2022	
14-17	Break – No School
18	Holiday – All Offices Closed
May 2022	
26-27	HS Finals
27	Last Day of School / Early Release OR Inclement Weather Make-Up
26-28	HS Graduations – 7:00pm (26-WHS; 27-JHS; 28-KHS)
28	Metro Graduation – 2:00pm
30	Holiday – All Offices Closed
31	Staff Learning – No Students OR Inclement Weather Make-Up
June 2022	
1-6	Potential Inclement Weather Make-Up



# 2022-2023 Calendar

August 23, 2022 (Early Dismissal)

May 30, 2023 (Early Dismissal)

## Calendar Legend

<span style="background-color: #f4cccc;"> </span>	New Teacher Pre-Service
<span style="background-color: #f4cccc;"> </span>	Teacher Pre-Service
<span style="background-color: #d9ead3;"> </span>	First Day of Classes/Early Dis. Last Day of Classes/Early Dis.
<span style="background-color: #d9ead3;"> </span>	Regularly Scheduled Early Release for Professional Learning – All Students
<b>S</b>	End of Semester
<b>F</b>	Finals – High School Only
<span style="background-color: #fce4d6;"> </span>	Holiday Break (No School – All District Offices Closed)
<span style="background-color: #fce4d6;"> </span>	Break (No School)
<span style="background-color: #fff2cc;"> </span>	Staff Learning (No School for Students)
<span style="background-color: #fff2cc;"> </span>	Staff Progress Reporting (No School for Students)
<span style="background-color: #d9ead3;"> </span>	Inclement Weather Make-Up

## School Hours:

Elementary School: 8:50am - 3:50pm

Middle School: 7:50am - 2:50pm

High School: 7:50am – 3:00pm

## Early Dismissal Hours:

Elementary School: 8:50am – 2:20pm

Middle School: 7:50am – 1:20pm

High School: 7:50am – 1:30pm

## Late Start Hours:

Elementary School: 10:50am – 3:50pm

Middle School: 9:50am – 2:50pm

High School: 9:50am – 3:00pm

## Conference Dates:

October 10 – 20, 2022 (ES/MS/HS)

February 13 – 23, 2023 (ES/MS Only)

*Additional time may be added to the school day beginning March 20, 2023 and/or at the end of the year.*

August 2022					
1	2	3	3	5	
8	9	10	11	12	
15	16	17	18	19	3
22	23	24	25	26	8
29	30	31			11
September 2022					
			1	2	13
5	6	7	8	9	17
12	13	14	15	16	22
19	20	21	22	23	27
26	27	28	29	30	32
October 2022					
3	4	5	6	7	37
10	11	12	13	14	42
17	18	19	20	21	47
24	25	26	27	28	52
31					53
November 2022					
	1	2	3	4	57
7	8	9	10	11	62
14	15	16	17	18	67
21	22	23	24	25	70
28	29	30			73
December 2022					
			1	2	75
5	6	7	8	9	80
12	13	14	15	16	85
19	20	21	22	23	89
26	27	28	29	30	89
January 2023					
2	3	4	5 F	6 F/S	93
9	10	11	12	13	98
16	17	18	19	20	103
23	24	25	26	27	108
30	31				110
February 2023					
		1	2	3	113
6	7	8	9	10	118
13	14	15	16	17	123
20	21	22	23	24	128
27	28				130
March 2023					
		1	2	3	133
6	7	8	9	10	138
13	14	15	16	17	138
20	21	22	23	24	143
27	28	29	30	31	148
April 2023					
3	4	5	6	7	153
10	11	12	13	14	158
17	18	19	20	21	163
24	25	26	27	28	168
May 2023					
1	2	3	4	5	173
8	9	10	11	12	178
15	16	17	18	19	183
22	23	24	25	26	188
29	30	31 F			190
June 2023					
			1	2	191
5	6	7	8	9	

July 2022	
4	Holiday – All Offices Closed
August 2022	
9-12	New Teacher Pre-Service
17-22	Teacher Pre-Service
23	First Day of Classes / Early Dismissal
September 2022	
6	Holiday – All Offices Closed
October 2022	
3	Staff Learning – No Students
November 2022	
23	Staff Progress Reporting – No Students
24-25	Holiday – All Offices Closed
December 2022	
22	Staff Progress Reporting – No Students
23&26	Holiday – All Offices Closed
27-29	Break – No Students
30	Holiday – All Offices Closed
January 2023	
2	Holiday – All Offices Closed
3	Classes Resume
5-6	HS Finals
6	End of Semester
9-10	Staff Learning – No Students
16	Staff Progress Reporting – No Students
February 2023	
27	Staff Progress Reporting – No Students OR Inclement Weather Make-Up
March 2023	
13-16	Break – No School
17	Holiday – All Offices Closed
May 2023	
25-27	HS Graduations – 7:00pm (26-JHS; 27-KHS; 28-WHS)
27	Metro Graduation – 2:00pm
29	Holiday – All Offices Closed
30&31	HS Finals
31	Last Day of School / Early Release OR Inclement Weather Make-Up
June 2023	
1	Staff Learning – No Students OR Inclement Weather Make-Up
2-6	Potential Inclement Weather Make-Up

## LEARNING AND LEADERSHIP

**BA-21-184 Website Redesign (Colleen Scholer/Jeff Lucas)**

Exhibit: BA-21-184.1-16

### **Information Item**

#### Strategic Plan/Focus Areas

- Culture
- Student Learning
- Workforce
- Systems and Resources

#### **Pertinent Fact(s):**

The Communications and IT Departments will provide an overview of the new Website Design development and include the RFP process, input gathered from key stakeholders, and the timeline which includes a launch date for the final site in June 2021.



# Website Redesign Update for Board of Directors

December 2020





# Communications and IT Collaboration

## Communications Team

Colleen Scholer  
Anne Daily  
Justin Schaefer  
Mark Benischek

## Technology Team

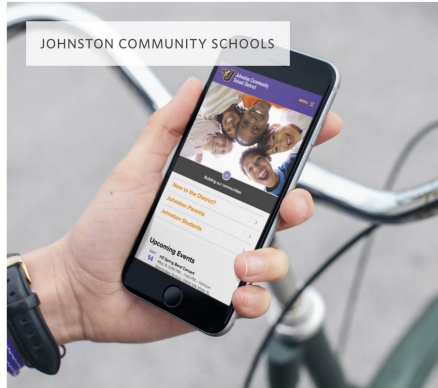
Jeff Lucas  
Blake Wedel  
Randy Weger

# Vendor Partner via RFP Process



juicebox  
INTERACTIVE

JOHNSTON COMMUNITY SCHOOLS



WAUKEE COMMUNITY SCHOOL DISTRICT





# Goals for Website Redesign

**Now, more than ever, digital assets are crucial to all key CRCSD stakeholders.**

- Goal 1. Update and streamline the content, navigation, consistency, security and design elements.
- Goal 2. Communicate the district's points of pride and differentiators that help families understand CRCSD benefits. This may assist with existing family decisions and garner new enrollment opportunities.



# Stakeholder input that supports goals

## Goal 1. Structure and Design

*“There is a lot of information, it just needs to be organized and presented more clearly.”*

## Goal 2. Points of Pride

*“I’d like to see info about the district such as student and staff - along with special programs and recognitions.”*

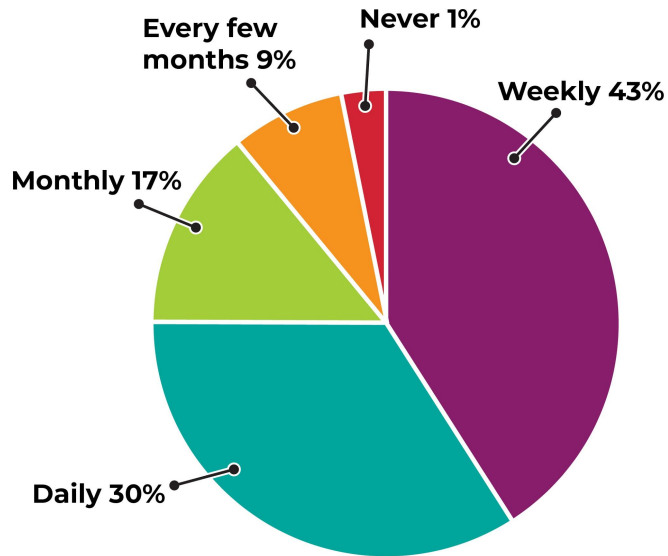


# Steps taken in development phase

1. Website team applied expertise from other web redesign projects and worked closely with Juicebox best practices and **developed initial wireframes.**
2. Simultaneously, the team **distributed a quantitative survey** to families, students, staff, and community members.
3. Once wireframes were created, **focus groups were conducted** with key stakeholders.
4. Focus group **input was applied to second draft wireframes.**
5. Two **design prototypes were created.**
6. Simultaneously, **sitemaps were created** to begin the content development stage.

# Quantitative research - key takeaway

## Website Visits



**People are visiting the site;  
many on a frequent basis.**

**73% either daily or weekly**





# Quantitative research - key takeaway

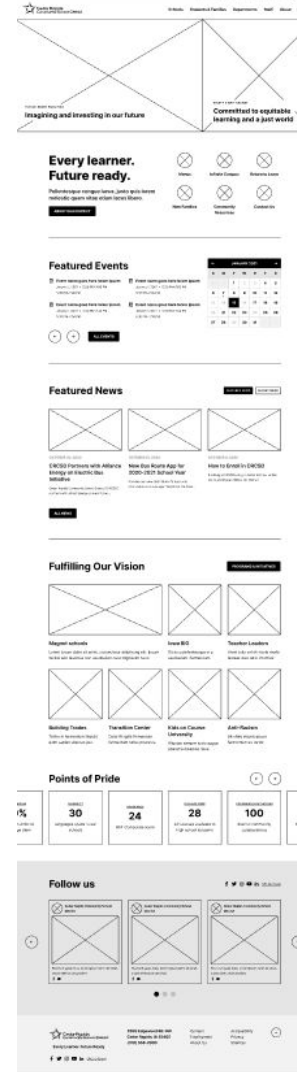
**Ranking of content importance** (news and announcements, school calendar, resources and forms, employment, etc) via the quantitative data was combined with **existing web analytics** and traffic monitoring.

**Data was used to develop wireframes.**

# Qualitative research

Seven focus groups scheduled Nov 9 - 11

- Community Members
- Parents
- School Webmasters
- ELSC Department Representatives
- Teachers
- School Principals
- High School Students\*



Listening session  
with moderator

Review of two  
wireframes



# Where we are now

Next steps:

- Significant content development, streamlining and organization
- Solidify visual identity

Colorful

Bright

Friendly

Bold

Impactful



Schools

Students & Families

Departments

Staff

About



Languages

# Every Learner. Future Ready.

## Cedar Rapids Community School District Welcomes You

Diam eget lacus, mauris tristique tincidunt proin enim at orci ultrices  
maecenas pulvinar turpis mattis laoreet amet, pulvinar nec.

ABOUT US

ENROLLMENT

### District Map & Boundaries

Maps

PDF



### Chromebook tips

Technology

PDF



WATCH NOW



Get to Know Our Magnet Schools

65%

educators with Master's  
& Doctorate degrees

ARPONA

Aa Bb Cc Dd

FRANKLIN GOTHIC

Aa Bb Cc Dd  
1234567890!



Schools

Students & Families

Departments

Staff

About

Languages



Clean

Illustrative

Editorial

Playful

Unconventional

# Every Learner. Future Ready.



## Cedar Rapids Community School District Welcomes You

Diam eget lacus, mauris tristique tincidunt proin enim at. Orci ultrices maecenas pulvinar turpis mattis laoreet amet, pulvinar nec.

About Us

Enrollment



### Kids on Course University

Aliquam semper justo augue pharetra molestie risus.



### Leaders in STEM initiatives

Viverra mollis lacus, tristique in dictum vitae ipsum felis. Orci a.



### Get in touch

Ullamcorper eget odio sodales sed odio tempus cursus vel sit.



### Leading our educators

Lorem pretium purus sit tellus faucibus laoreet. Sed at fusce.

CRCSO Social

## Resource Center

### District Map & Boundaries

Maps



PDF



AESTHET

Aa Bb Cc Dd Ee Ff

AVENIR

Aa Bb Cc Dd Ee Ff

## News



DEC 12 2020

CRCSO Return to Learn: December Updates

All News

Cedar Rapids Community School District								
News	Employment	Events	Resources	Contact	Languages	Search		
Schools	Departments (should be 3rd nav item in the row)	Students & Families (should be 2nd nav item in the row)	Staff	About			Footer	
							Resource Center	
<a href="#">Sites for 4 high schools</a>	<a href="#">Business &amp; Finance</a>	<a href="#">Cedar Rapids Council PTA</a>	<a href="#">Human Resources</a>	<a href="#">Board of Education</a>			<a href="#">Contact</a>	<a href="#">Nutrislice Menus</a>
<a href="#">Sites for 6 middle schools</a>	<a href="#">Accounting &amp; Budgeting</a>	<a href="#">Counseling</a>	<a href="#">Benefits</a>	<a href="#">Board Committee Page</a>			<a href="#">Employment</a>	<a href="#">Infinite Campus</a>
<a href="#">Sites for 21 elementary schools</a>	<a href="#">Fiscal Accountability</a>	<a href="#">Virtual Backpack</a>	<a href="#">Employee Assistance Program</a>	<a href="#">Board Member Page</a>			<a href="#">About</a>	<a href="#">School Boundaries</a>
<a href="#">Alternative Kindergarten</a>	<a href="#">Buildings &amp; Grounds</a>	<a href="#">Digital Learning</a>	<a href="#">New Employee Orientation</a>	<a href="#">Leadership Goals</a>			<a href="#">Accessibility</a>	<a href="#">School Walking Routes</a>
<a href="#">Preeschool</a>	<a href="#">Physical Plant and Equipment Levy (PPEL)</a>	<a href="#">English Language Learners</a>	<a href="#">Payroll</a>	<a href="#">Meetings &amp; Agendas</a>			<a href="#">Privacy</a>	<a href="#">Follett Destiny</a>
<a href="#">Sites for magnet schools</a>	<a href="#">Communications</a>	<a href="#">Gifted Education &amp; Pact</a>	<a href="#">Retirement</a>	<a href="#">Contact</a>			<a href="#">Sitemap</a>	<a href="#">School Forms</a>
<a href="#">Magnet School Lottery</a>	<a href="#">TV Media Services</a>	<a href="#">Student Health</a>	<a href="#">Employment</a>	<a href="#">Events</a>				<a href="#">ClassLink</a>
<a href="#">Five Seasons Learning Center</a>	<a href="#">Press Kit</a>	<a href="#">Homelessness Services</a>	<a href="#">Print &amp; Media Services</a>	<a href="#">Facts &amp; Statistics</a>				<a href="#">Digital Literacy Resources: Parents/Students</a>
<a href="#">Home School</a>	<a href="#">Purchasing</a>	<a href="#">New Students &amp; Families</a>	<a href="#">Book Rebinds</a>	<a href="#">News</a>				<a href="#">Weather Related Decisions</a>
<a href="#">Cedar Rapids Virtual Academy</a>	<a href="#">Bids</a>	<a href="#">Enrollment &amp; Registration</a>	<a href="#">Copiers</a>	<a href="#">Our Community</a>				<a href="#">Vision &amp; Strategy Plan</a>
	<a href="#">Transportation</a>	<a href="#">School Meals</a>	<a href="#">Digital Literacy Resources</a>	<a href="#">Our Stories</a>				<a href="#">Parent Notifications</a>
	<a href="#">Quick Links</a>	<a href="#">Menus</a>	<a href="#">Graphics &amp; Printing</a>	<a href="#">Stories Detail</a>				<a href="#">Nondiscrimination</a>
		<a href="#">Paying for meals</a>	<a href="#">Professional Learning</a>	<a href="#">Programs &amp; Initiatives</a>				<a href="#">Privacy Policy</a>
		<a href="#">Community Eligibility Provision (CEP)</a>	<a href="#">Shipping, Mailing &amp; Storage</a>	<a href="#">Anti-Racism</a>				<a href="#">District Nutrition Standards</a>
		<a href="#">School Supplies</a>	<a href="#">Mailroom</a>	<a href="#">Wellness</a>				<a href="#">Anti-Bullying</a>
		<a href="#">Special Education Services</a>	<a href="#">Shipping</a>	<a href="#">Green Team</a>				<a href="#">Attendance</a>
		<a href="#">Section 504</a>	<a href="#">Warehouse</a>	<a href="#">Iowa BIG</a>				<a href="#">Behavioral Expectations</a>
		<a href="#">Extended School Year Services</a>	<a href="#">Technology Help Desk</a>	<a href="#">Professional Learning</a>				<a href="#">Policy Handbook</a>
		<a href="#">Medicaid</a>	<a href="#">Quick Links</a>	<a href="#">Polk Alternative Education Center</a>				
		<a href="#">Suspecting a Disability</a>		<a href="#">Transition Center</a>				
		<a href="#">Transition</a>		<a href="#">Future-Ready Facilities</a>				
		<a href="#">Technology &amp; Digital Tools</a>		<a href="#">District Art Collection</a>				
		<a href="#">Quick Links</a>		<a href="#">Equity</a>				
				<a href="#">College/Career Readiness</a>				
				<a href="#">Equity</a>				
				<a href="#">Positive Behavior Intervention and Support (PBIS)</a>				
				<a href="#">Staff Directory</a>				
				<a href="#">Volunteer</a>				
				<a href="#">Quick Links</a>				



<b>High School</b>				
News	Events	Contact	Search	
<b>Our School</b>	<b>Academics</b>	<b>Athletics &amp; Activities</b>	<b>Fine Arts</b>	<b>Students &amp; Families</b>
Back to School Information	Academic Programs	Athletics	Theatre	Cap & Gown Orders
Staff Directory	Academic Programs Detail	Athletics team detail	Band	Library
Alumni Information	Request Transcripts	Activities	Vocal Music	Parent-Teacher Association
Daily Schedules	Advanced Placement	Activities detail	Visual Arts	Health
Parking Registration	Awards & Recognition	Booster Club		
Programs & Initiatives	Counseling	Photo Gallery		
Program/Initiative Detail Page	College & University Prep			
Employment	Graduation Requirements			

**4 High Schools**

<b>Middle School</b>				
News	Events	Contact	Search	
<b>Our School</b>	<b>Academics</b>	<b>Athletics &amp; Activities</b>	<b>Students &amp; Families</b>	
Back to School Information	Academic Programs	Athletics	Library	
Staff Directory	Academic Programs Detail	Athletics team detail	Parent-Teacher Association	
Alumni Information	Counseling	Activity Detail	Health	
Daily Schedules		Fine Arts		
Programs & Initiatives		Theatre		
Program/Initiative Detail Page		Band		
Employment		Vocal Music		

**6 Middle Schools**

<b>Elementary School</b>				
News	Events	Contact	Search	
<b>Our School</b>	<b>Academics</b>	<b>Activities</b>	<b>Students &amp; Families</b>	
Back to School Information	Classroom Pages	Activity Detail	Library	
Staff Directory	Counseling	Virtual Backpack	Parent-Teacher Association	
Alumni Information			Health	
Daily Schedules				
Programs & Initiatives				
Program/Initiative Detail Page				
Employment				
Attendance Office				
Photo Galleries				
Volunteer				

**21 Elementary Schools**





# Timeline

- Strategy and planning phase - complete
- Wireframe creation - complete
- Sitemap development - complete
- Design phase - February 15
- Content creation - May 28
- Site coding - May 28
- Content entry - June 25
- Launch district site - June 28

# Feedback and Questions



## ADMINISTRATION

**BA-21-157/02 Pandemic and Return to Learn Plans (Nancy Humbles /Noreen Bush)**

### **Information Item**

#### **Pertinent Fact(s):**

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



## SCHOOL BOARD CALENDAR

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

### 2020- DECEMBER

Monday	Dec 14	4:30 pm 5:30 pm	Closed Session Board Regular Meeting	Via YouTube <a href="https://www.youtube.com/EngageCRschools/">https://www.youtube.com/EngageCRschools/</a>
Thurs/Fri	Dec 25/26		Holiday Observance	Offices Closed
Thursday	Dec 31		Holiday Observance	Offices Closed

### 2021- JANUARY

Friday	Jan 1		Holiday Observance	Offices Closed
Monday	Jan 11	5:30 pm	Board Regular Meeting	Via YouTube <a href="https://www.youtube.com/EngageCRschools/">https://www.youtube.com/EngageCRschools/</a>
Monday	Jan 25	5:30 pm	Board Work Session & Regular Meeting	Via YouTube <a href="https://www.youtube.com/EngageCRschools/">https://www.youtube.com/EngageCRschools/</a>

### 2021- FEBRUARY

Monday	Feb 8	5:30 pm	Board Regular Meeting	Via YouTube <a href="https://www.youtube.com/EngageCRschools/">https://www.youtube.com/EngageCRschools/</a>
Monday	Feb 22	5:30 pm	Board Work Session & Regular Meeting	Via YouTube <a href="https://www.youtube.com/EngageCRschools/">https://www.youtube.com/EngageCRschools/</a>

### 2021- MARCH

Monday	Mar 8	5:30 pm	Board Regular Meeting	Via YouTube <a href="https://www.youtube.com/EngageCRschools/">https://www.youtube.com/EngageCRschools/</a>
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**MOMENT OF SILENCE** – Accounting Manager Sherry Luskey

**ADJOURNMENT** – President Nancy Humbles

**Board Meeting: Monday, December 14, 2020**