

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, January 10, 2022 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)3

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

ADDRESSING THE BOARD, COMMUNICATIONS, DELEGATIONS, & PETITIONS
(President David Tominsky)

CONSENT AGENDA

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AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, January 10, 2022 Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

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

ADDRESS the BOARD -
COMMUNICATIONS, DELEGATIONS, AND PETITIONS - (President David Tominsky)

CONSENT AGENDA

BA-22-000/ 10 Minutes –Regular Board Meeting on December 13, 2021, Special Board Work Session on December 15, 2021, and Special Board Meeting on December 20, 2021 (Laurel Day)

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

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Regular Meeting held on December 13, 2021, Special Board Work Session on December 15, 2021, and Special Meeting on December 20, 2021.

Board Meeting: Monday, January 10, 2022

CONSENT AGENDA

BA-22-001/07 Approval of Claims Report - November 2021 (David Nicholson)

Exhibit: BA-22-001/07.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code §§ 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of November 1 - 30, 2021 totaled \$22,280,474.42.

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 November 30, 2021.

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

| | <u>General Fund (10)</u> | <u>Student Activity Fund (21)</u> | <u>Management Fund (22)</u> | <u>Schoolhouse Funds (33,36,40)</u> | <u>Food and Nutrition Fund (61)</u> | <u>Day Care Fund (62)</u> | <u>Total All Funds</u> |
|------------------------------------|------------------------------|---|---------------------------------|---|---|-------------------------------|--------------------------------|
| Electronic Payments | | | | | | | |
| Period Ending 11/05 | \$ 15,545.43 | \$ 7.00 | \$ - | \$ - | \$ - | \$ - | \$ 15,552.43 |
| Period Ending 11/12 | 38,982.92 | 1,696.73 | - | - | 83.98 | - | 40,763.63 |
| Period Ending 11/19 | 15,966.79 | 1,901.33 | 352.03 | 4,563.50 | - | - | 22,783.65 |
| Period Ending 11/26 | 48,597.86 | 356.39 | - | - | 22.40 | - | 48,976.65 |
| Period Ending 11/30 | 8,758,182.95 | 42,309.48 | 97,167.15 | 286,369.65 | 240,890.52 | 64,463.96 | 9,489,383.71 |
| Approved Warrants and Voids | | | | | | | |
| Period Ending 11/05 | \$ 416,632.54 | \$ 29,349.37 | \$ - | \$ 1,251,967.16 | \$ 29,405.92 | \$ 1,252.40 | \$ 1,728,607.39 |
| Period Ending 11/12 | 530,878.28 | 32,229.55 | 3,000.00 | 1,120,379.64 | 163,953.34 | - | 1,850,440.81 |
| Period Ending 11/19 | 314,610.32 | 5,710.01 | - | 181,624.08 | 145,629.15 | 68.19 | 647,641.75 |
| Period Ending 11/26 | 309,361.14 | 14,809.91 | 43,390.02 | 314,646.01 | 213.65 | 136.00 | 682,556.73 |
| Period Ending 11/30 | 60,962.85 | - | 90.00 | - | (4,312.55) | 249.66 | 56,989.96 |
| | \$ 10,509,721.08 | \$ 128,369.77 | \$ 143,999.20 | \$ 3,159,550.04 | \$ 575,886.41 | \$ 66,170.21 | \$ 14,583,696.71 |
| Payrolls - Net | <u>7,369,965.64</u> | <u>517.26</u> | <u>3,917.31</u> | <u>-</u> | <u>266,243.21</u> | <u>56,134.29</u> | <u>7,696,777.71</u> |
| Total Expenditures | <u>\$ 17,879,686.72</u> | <u>\$ 128,887.03</u> | <u>\$ 147,916.51</u> | <u>\$ 3,159,550.04</u> | <u>\$ 842,129.62</u> | <u>\$ 122,304.50</u> | <u>\$ 22,280,474.42</u> |

Note: Individual transactions can be viewed on the Cedar Rapids Community School District website under Departments - Accounting and Budgeting.

Cedar Rapids Community School District
List of Paid Bills for Period Ending
November 5, 2021

| | <u>General Fund (10)</u> | <u>Student Activity Fund (21)</u> | <u>Management Fund (22)</u> | <u>Schoolhouse Funds (33,36,40)</u> | <u>Food and Nutrition Fund (61)</u> | <u>Day Care Fund (62)</u> | <u>Total All Funds</u> |
|---|------------------------------|---|---------------------------------|---|---|-------------------------------|--------------------------------|
| Electronic Payments | | | | | | | |
| EFT FILE | \$ 15,545.43 | \$ 7.00 | \$ - | \$ - | \$ - | \$ - | \$ 15,552.43 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| | \$ 416,632.54 | \$ 29,349.37 | \$ - | \$ 1,251,967.16 | \$ 29,405.92 | \$ 1,252.40 | \$ 1,728,607.39 |
| Total | <u><u>\$ 432,177.97</u></u> | <u><u>\$ 29,356.37</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 1,251,967.16</u></u> | <u><u>\$ 29,405.92</u></u> | <u><u>\$ 1,252.40</u></u> | <u><u>\$ 1,744,159.82</u></u> |

Cedar Rapids Community School District
List of Paid Bills for Period Ending
November 12, 2021

| | <u>General Fund (10)</u> | <u>Student Activity Fund (21)</u> | <u>Management Fund (22)</u> | <u>Schoolhouse Funds (33,36,40)</u> | <u>Food and Nutrition Fund (61)</u> | <u>Day Care Fund (62)</u> | <u>Total All Funds</u> |
|---|------------------------------|---|---------------------------------|---|---|-------------------------------|--------------------------------|
| Electronic Payments | | | | | | | |
| EFT FILE | \$ 38,982.92 | \$ 1,696.73 | \$ - | \$ - | \$ 83.98 | \$ - | \$ 40,763.63 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| | \$ 530,878.28 | \$ 32,229.55 | \$ 3,000.00 | \$ 1,120,379.64 | \$ 163,953.34 | \$ - | 1,850,440.81 |
| Total | <u><u>\$ 569,861.20</u></u> | <u><u>\$ 33,926.28</u></u> | <u><u>\$ 3,000.00</u></u> | <u><u>\$ 1,120,379.64</u></u> | <u><u>\$ 164,037.32</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 1,891,204.44</u></u> |

Cedar Rapids Community School District
List of Paid Bills for Period Ending
November 19, 2021

| | <u>General Fund (10)</u> | <u>Student Activity Fund (21)</u> | <u>Management Fund (22)</u> | <u>Schoolhouse Funds (33,36,40)</u> | <u>Food and Nutrition Fund (61)</u> | <u>Day Care Fund (62)</u> | <u>Total All Funds</u> |
|---|------------------------------|---|---------------------------------|---|---|-------------------------------|--------------------------------|
| Electronic Payments | | | | | | | |
| EFT FILE | \$ 15,966.79 | \$ 1,901.33 | \$ 352.03 | \$ 4,563.50 | \$ - | \$ - | \$ 22,783.65 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| | \$ 314,610.32 | \$ 5,710.01 | \$ - | \$ 181,624.08 | \$ 145,629.15 | \$ 68.19 | 647,641.75 |
| Total | <u><u>\$ 330,577.11</u></u> | <u><u>\$ 7,611.34</u></u> | <u><u>\$ 352.03</u></u> | <u><u>\$ 186,187.58</u></u> | <u><u>\$ 145,629.15</u></u> | <u><u>\$ 68.19</u></u> | <u><u>\$ 670,425.40</u></u> |

Cedar Rapids Community School District
List of Paid Bills for Period Ending
November 26, 2021

| | <u>General Fund (10)</u> | <u>Student Activity Fund (21)</u> | <u>Management Fund (22)</u> | <u>Schoolhouse Funds (33,36,40)</u> | <u>Food and Nutrition Fund (61)</u> | <u>Day Care Fund (62)</u> | <u>Total All Funds</u> |
|---|------------------------------|---|---------------------------------|---|---|-------------------------------|--------------------------------|
| Electronic Payments | | | | | | | |
| EFT FILE | \$ 48,597.86 | \$ 356.39 | \$ - | \$ - | \$ 22.40 | \$ - | \$ 48,976.65 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| Warrants | \$ 309,361.14 | \$ 14,809.91 | \$ 43,390.02 | \$ 314,646.01 | \$ 213.65 | \$ 136.00 | \$ 682,556.73 |
| Total | <u><u>\$ 357,959.00</u></u> | <u><u>\$ 15,166.30</u></u> | <u><u>\$ 43,390.02</u></u> | <u><u>\$ 314,646.01</u></u> | <u><u>\$ 236.05</u></u> | <u><u>\$ 136.00</u></u> | <u><u>\$ 731,533.38</u></u> |

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

| | <u>General Fund (10)</u> | <u>Student Activity Fund (21)</u> | <u>Management Fund (22)</u> | <u>Schoolhouse Funds (33,36,40)</u> | <u>Food and Nutrition Fund (61)</u> | <u>Day Care Fund (62)</u> | <u>Total All Funds</u> |
|---|-------------------------------|---|---------------------------------|---|---|-------------------------------|--------------------------------|
| Electronic Payments | | | | | | | |
| EFT FILE | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| ACH Payments | 8,758,182.95 | 42,309.48 | 97,167.15 | 286,369.65 | 240,890.52 | 64,463.96 | 9,489,383.71 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| Warrants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Payroll Deduction | \$ 61,526.39 | \$ - | \$ 90.00 | \$ - | \$ 756.41 | \$ 249.66 | \$ 62,622.46 |
| Voids | \$ (563.54) | \$ - | \$ - | \$ - | \$ (5,068.96) | \$ - | \$ (5,632.50) |
| Total | <u>\$ 8,819,145.80</u> | <u>\$ 42,309.48</u> | <u>\$ 97,257.15</u> | <u>\$ 286,369.65</u> | <u>\$ 236,577.97</u> | <u>\$ 64,713.62</u> | <u>\$ 9,546,373.67</u> |

CONSENT AGENDA

**BA-22-004/07 Statement of Receipts, Disbursements, and Cash Balances Report - November 2021
(David Nicholson)**

Exhibit: BA-22-004/07.1

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Iowa Code Chapter 291 and by Board Regulation 703.2. Cash receipts for the month ended November 30, 2021 were \$36,048,808.30 and cash disbursements were \$31,205,992.40. The investment balance on November 30, 2021 was \$85,579,619.35.

Recommendation:

It is recommended that the Board of Education approve the Statement of Receipts, Disbursements, and Cash Balances Report for the month of November 2021.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED NOVEMBER 30, 2021**

| <u>CASH</u> | <u>BALANCE</u> <u>10/31/2021</u> | <u>RECEIPTS</u> | <u>DISBURSEMENTS</u> | <u>BALANCE</u> <u>11/30/2021</u> | | |
|---|-------------------------------------|-----------------------------|------------------------------|-------------------------------------|-------------------------|--------------------------|
| <u>General and Management Funds</u> | | | | | | |
| 10-General Fund | \$ 4,358,334.75 | \$ 26,480,135.38 | \$ 23,882,519.26 | \$ 6,955,950.87 | | |
| 22-Management Fund | 826,276.37 | 989,507.02 | 176,528.17 | 1,639,255.22 | | |
| Total - General and Management Funds | <u>5,184,611.12</u> | <u>27,469,642.40</u> | <u>24,059,047.43</u> | <u>8,595,206.09</u> | | |
| <u>Student Activity Fund</u> | | | | | | |
| 21-Student Activity Fund | 1,456,141.76 | 92,560.09 | 129,624.74 | 1,419,077.11 | | |
| 21-Cash on Hand | 3,900.00 | - | - | 3,900.00 | | |
| Total-Student Activity Fund | <u>1,460,041.76</u> | <u>92,560.09</u> | <u>129,624.74</u> | <u>1,422,977.11</u> | | |
| <u>Food & Nutrition Fund</u> | | | | | | |
| 61-Food & Nutrition Fund | 1,584,009.46 | 45,521.28 | 845,837.07 | 783,693.67 | | |
| 61-Petty Cash | 2,305.50 | - | - | 2,305.50 | | |
| Total - Food & Nutrition Fund | <u>1,586,314.96</u> | <u>45,521.28</u> | <u>845,837.07</u> | <u>785,999.17</u> | | |
| <u>Daycare Fund</u> | | | | | | |
| 62-Five Seasons Daycare Fund | 1,458,269.12 | 126,604.40 | 124,914.50 | 1,459,959.02 | | |
| <u>Schoolhouse Funds</u> | | | | | | |
| 33-Secure Adv. Vision for Educ. (SAVE) Fund | 1,521,021.88 | 6,123,174.89 | 4,599,946.08 | 3,044,250.69 | | |
| 36-Physical Plant & Equip (PPEL) Fund | 1,077,172.14 | 1,248,466.42 | 503,800.77 | 1,821,837.79 | | |
| 40-Debt Service Fund | 150,082.34 | 942,838.82 | 942,821.81 | 150,099.35 | | |
| Total - Schoolhouse Funds | <u>2,748,276.36</u> | <u>8,314,480.13</u> | <u>6,046,568.66</u> | <u>5,016,187.83</u> | | |
| TOTAL CASH - ALL FUNDS | <u>\$ 12,437,513.32</u> | <u>\$ 36,048,808.30</u> | <u>\$ 31,205,992.40</u> | <u>\$ 17,280,329.22</u> | | |
| <u>INVESTMENTS</u> | | | | | | |
| <u>RESTRICTED INVESTMENT FUNDS</u> | | | | | | |
| <u>Schoolhouse Fund-Held for Bond Payments</u> | | | | | | |
| 33-SAVE Fund - Sinking Funds/UMB | \$ 1,349,040.64 | \$ 34.41 | \$ - | \$ 1,349,075.05 | | |
| 40-Debt Service Fund - Sinking Funds/UMB | 15,808,096.77 | 1,235,562.30 | - | 17,043,659.07 | | |
| TOTAL RESTRICTED INVESTMENTS | <u>\$ 17,157,137.41</u> | <u>\$ 1,235,596.71</u> | <u>\$ -</u> | <u>\$ 18,392,734.12</u> | | |
| <u>UNRESTRICTED INVESTMENT FUNDS</u> | | | | | | |
| | <u>BALANCE</u> <u>10/31/2021</u> | <u>PURCHASES</u> | <u>MATURITIES</u> | <u>BALANCE</u> <u>11/30/2021</u> | | |
| <u>General and Management Funds</u> | | | | | | |
| 10-General Fund | \$ 24,000,000.00 | \$ 6,000,000.00 | \$ 7,000,000.00 | \$ 23,000,000.00 | | |
| 10-General Fund CD's ISJIT | 13,483,315.47 | 15.77 | - | 13,483,331.24 | | |
| 22-Management Fund | 7,000,000.00 | - | - | 7,000,000.00 | | |
| Total - General and Management Funds | <u>44,483,315.47</u> | <u>6,000,015.77</u> | <u>7,000,000.00</u> | <u>43,483,331.24</u> | | |
| <u>Student Activity Fund</u> | | | | | | |
| 21-Student Activity Fund | 420,700.96 | 6.08 | - | 420,707.04 | | |
| <u>Food & Nutrition</u> | | | | | | |
| 61-Food & Nutrition Fund | 1,500,000.00 | - | - | 1,500,000.00 | | |
| <u>Schoolhouse Funds</u> | | | | | | |
| 33-Secure Adv. Vision for Educ. (SAVE) Fund | 26,140,495.31 | 1,000,200.30 | 2,000,000.00 | 25,140,695.61 | | |
| 36-Physical Plant & Equip (PPEL) Fund | 14,000,000.00 | - | - | 14,000,000.00 | | |
| 40-Debt Service Fund | 1,034,885.46 | - | - | 1,034,885.46 | | |
| Total - Schoolhouse Funds | <u>41,175,380.77</u> | <u>1,000,200.30</u> | <u>2,000,000.00</u> | <u>40,175,581.07</u> | | |
| TOTAL UNRESTRICTED INVESTMENTS | <u>\$ 87,579,397.20</u> | <u>\$ 7,000,222.15</u> | <u>\$ 9,000,000.00</u> | <u>\$ 85,579,619.35</u> | | |
| <hr/> | | | | | | |
| | <u>GENERAL</u> | <u>STUDENT</u> | <u>FOOD &</u> | <u>DAYCARE</u> | <u>SCHOOLHOUSE</u> | <u>ALL</u> |
| <u>BALANCES</u> | <u>FUND</u> | <u>ACTIVITY FUND</u> | <u>NUTRITION FUND</u> | <u>FUND</u> | <u>FUND</u> | <u>FUNDS</u> |
| Cash | \$ 8,595,206.09 | \$ 1,422,977.11 | \$ 785,999.17 | \$ 1,459,959.02 | \$ 5,016,187.83 | \$ 17,280,329.22 |
| Restricted Funds | - | - | - | - | 18,392,734.12 | 18,392,734.12 |
| Investments | 43,483,331.24 | 420,707.04 | 1,500,000.00 | - | 40,175,581.07 | 85,579,619.35 |
| Total | <u>\$ 52,078,537.33</u> | <u>\$ 1,843,684.15</u> | <u>\$ 2,285,999.17</u> | <u>\$ 1,459,959.02</u> | <u>\$ 63,584,503.02</u> | <u>\$ 121,252,682.69</u> |

CONSENT AGENDA

BA-22-005/06 Investments Report - November 2021 (David Nicholson)

Exhibit: BA-22-005/06.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of November 2021. Investments purchased during the month totaled \$7,000,222.15, and investments redeemed during the month totaled \$9,000,000.00. The current interest rate for US Bank is 0.02%, in comparison to 0.03% at US Bank in November 2020. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for November 2021 was 0.005%, in comparison to 0.05% in November 2020. In November 2021 an ISJIT CD was purchased and is receiving a 0.1% interest rate.

INVESTMENTS - November 2021

| | | | | <u>TOTAL INVEST</u> (Purchases) | <u>TOTAL REDEEM</u> (Maturities) | |
|---|-------------------|----|--------------|------------------------------------|-------------------------------------|-------------------------------|
| <u>General fund</u> | | | | | | |
| Redeem | November 10, 2021 | \$ | 7,000,000.00 | US Bank | - | 7,000,000.00 |
| Invest | November 18, 2021 | \$ | 6,000,000.00 | US Bank | 6,000,000.00 | - |
| Interest | November 30, 2021 | \$ | 15.77 | US Bank-ISJIT Nov'21 Int | 15.77 | - |
| | | | | Fund Total | <u>6,000,015.77</u> | <u>7,000,000.00</u> |
| <u>Management Fund</u> | | | | | | |
| Redeem | | | | - | - | |
| | | | | Fund Total | - | - |
| <u>Student Activity Fund</u> | | | | | | |
| Interest | November 30, 2021 | \$ | 6.08 | US Bank | 6.08 | - |
| | | | | Fund Total | 6.08 | - |
| <u>Food & Nutrition Fund</u> | | | | | | |
| N/A | | | | - | - | |
| | | | | Fund Total | - | - |
| <u>Secure an Advanced Vision for Education Fund (SAVE)</u> | | | | | | |
| Redeem | November 10, 2021 | \$ | 1,000,000.00 | US Bank | - | 1,000,000.00 |
| Redeem | November 12, 2021 | \$ | 1,000,000.00 | US Bank | - | 1,000,000.00 |
| Invest | November 18, 2021 | \$ | 1,000,000.00 | US Bank | 1,000,000.00 | - |
| Invest | November 30, 2021 | | 200.3 | US Bank | 200.30 | - |
| | | | | Fund Total | <u>1,000,200.30</u> | <u>2,000,000.00</u> |
| <u>Physical Plant & Equipment Fund (PPEL)</u> | | | | | | |
| Redeem | | | | - | - | |
| | | | | Fund Total | - | - |
| <u>Debt Services Fund</u> | | | | | | |
| N/A | | | | - | - | |
| | | | | Fund Total | - | - |
| <u>GRAND TOTAL</u> | | | | \$ | <u>7,000,222.15</u> | \$ <u>9,000,000.00</u> |

CONSENT AGENDA

BA-22-008/09 Open Enrollment - Denial 2021-2022 (John Rice)

Exhibit: BA-22-008/09.1-2

Action Item

Pertinent Fact(s):

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

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

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

Recommendation:

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

Board Meeting: Monday, January 10, 2022

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

EXIT Denial

| <u>Parent</u> | <u>Student</u> | <u>Grade</u> | <u>Resident District</u> | <u>Requested District</u> |
|---|----------------|--------------|--|------------------------------------|
| M. Dilts | B. Gretten | 1 | Cedar Rapids Community School District | College Community School District |
| Reason: Application filed late | | | | |
| C. Young | T. Young | 8 | Cedar Rapids Community School District | Linn Mar Community School District |
| Reason: Does not meet criteria for pervasive harassment | | | | |
| D. & R. Jaiswar | G. Jaiswar | 0 | Cedar Rapids Community School District | Linn Mar Community School District |
| Reason: Application filed late | | | | |
| A. & D. Willson | M. Willson | 5 | Cedar Rapids Community School District | Linn Mar Community School District |
| Reason: Application filed late | | | | |
| A. & D. Willson | P. Willson | 8 | Cedar Rapids Community School District | Linn Mar Community School District |
| Reason: Application filed late | | | | |

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

EXIT Denial

| <u>Parent</u> | <u>Student</u> | <u>Grade</u> | <u>Resident District</u> | <u>Requested District</u> |
|----------------|----------------|--------------|---|---------------------------------------|
| J. & M. Pasker | A. Pasker | 8 | Cedar Rapids Community School District | Linn Mar Community School District |

Reason: Application filed late

**TOTALS: 1 College CSD
5 Linn Mar CSD**

CONSENT AGENDA

BA-22-009/11 Personnel Report (Linda Noggle)

Exhibit: BA-22-009/11.1-6

Action Item Motion/2nd/Roll Call

Recommendation:

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

BA-22-009/11 Personnel Report (Linda Noggle)

APPOINTMENTS - SALARIED STAFF

| <u>Name</u> | <u>Salary Placement</u> | <u>Assignment</u> | <u>Effective Date</u> |
|--------------------|-------------------------|---|--------------------------|
| Anderson, Jacob | \$1,901.00 | MN Basketball Asst. MS (Temp Contract) Franklin | 2021-2022 School Year |
| Fink, Madeline | \$46,000.00 | Elementary Teacher ELSC | 01/03/2022 |
| Hafner, Ethan | \$46,000.00 | Social Studies Roosevelt | 01/06/2022 |
| Horn, Tessa | \$55,350.00 | ELL Hoover | 01/06/2022 |
| Kinnaird, Abigail | \$46,000.00 | Elementary Teacher ELSC | 01/06/2022 |
| Lammers, Bill | \$2,275.00 | Drama Tech Asst. Washington | 2021-2022 School Year |
| Mundt, Skyler | \$46,000.00 | Elementary Teacher ELSC | 01/06/2022 |
| Pelzel, Alexander | \$55,050.00 | Industrial Technology Jefferson | 01/06/2022 |
| Raus, Karly | \$46,000.00 | Elementary Teacher ELSC | 01/06/2022 |
| Sietsma, Morgan | \$46,000.00 | Elementary Teacher ELSC | 01/06/2022 |
| Squires, Mackenzie | \$46,000.00 | Elementary Teacher ELSC | 01/03/2022 |
| Vasquez, Rebecca | \$46,505.00 | Special Ed Interventionist Polk | 01/03/2022 |
| Wing, Philip | \$45,592.00 | Special Ed Interventionist Polk | 1/6/2022 |

CHANGE OF GRADE/POSITION - SALARIED STAFF

| <u>Name</u> | <u>Salary Placement</u> | <u>Assignment</u> | <u>Effective Date</u> |
|---------------|-------------------------|----------------------|-----------------------|
| Spores, Kasey | \$46,000.00 | School Nurse ELSC | 01/03/2022 |

RESIGNATIONS - SALARIED STAFF

| <u>Name</u> | <u>Reason</u> | <u>Assignment</u> | <u>Effective Date</u> |
|-------------------|---------------|---------------------------------------|-----------------------|
| Blodig, Christina | Personal | School Nurse ELSC | 12/8/21 |
| Brown, Jeremy | Personal | WM Track Wilson | 12/8/2021 |
| Brown, Robert | Personal | Science Jefferson | 1/9/22 |
| Dean, Emily | Personal | 4th Grade Viola Gibson | 1/13/22 |
| Hand, Ryan | Personal | Strat II (BD) Harrison Connections | 12/22/21 |
| Kennedy, Paige | Personal | Vocal Music Nixon/Wright | 1/5/2022 |
| Seale, Erin | Personal | 3rd Grade Grant | 12/13/2021 |
| Wiebel, Kollin | Personal | WM Basketball Asst. Kennedy | 12/9/2021 |
| Wilcox, Nicole | Personal | Iowa BIG Teacher Iowa BIG | 1/14/22 |
| Wosoba, Carla | Personal | Counselor Washington | 12/22/21 |

RETIREMENT - SALARIED STAFF

| <u>Name</u> | <u>Assignment</u> | <u>Effective Date</u> |
|------------------|------------------------------|-----------------------|
| Olsem, Elizabeth | Strat II (Mod ID) Harding | 1/21/22 |

APPOINTMENTS - HOURLY STAFF

| <u>Name</u> | <u>Assignment</u> | <u>Effective Date</u> |
|-------------------|-------------------------------|-----------------------|
| Al-hisnawi, Dowha | Paraprofessional Roosevelt | 1/6/2022 |

| | | | |
|---------------------|---------|--|------------|
| Baker, Brooke | \$14.86 | Media Secretary Franklin | 1/3/2022 |
| Beckett, Doris | \$14.31 | Bus Attendant ELSC | 1/3/2022 |
| Brewer, Marcie | \$12.28 | Paraprofessional Hiawatha | 1/6/2022 |
| Brines, Shawna | \$13.64 | Paraprofessional Harrison Connections | 12/16/2021 |
| Buzynski, Lori | \$15.50 | Paraprofessional Hoover | 1/13/2022 |
| Cohen, Brian | \$18.88 | Transportation Driver ELSC | 1/3/2022 |
| Contreras, Brittany | \$15.27 | Health Secretary Nixon | 12/13/2021 |
| Duong, Kathy | \$14.22 | Paraprofessional Grant | 1/3/2022 |
| Forster, Jamie | \$19.30 | Behavior Tech ELSC | 1/18/2022 |
| Henderson, Tyanna | \$12.28 | Paraprofessional Roosevelt | 1/6/2022 |
| Hollingshead, Amy | \$12.28 | Paraprofessional Kenwood | 12/13/2021 |
| Hull, Sheleigh | \$12.28 | Paraprofessional Arthur | 1/3/2022 |
| Janssen, Nicholas | \$16.91 | Custodian II Floater ELSC | 12/13/2021 |
| Johnson, Tawana | \$17.14 | Van Driver ELSC | 1/18/2022 |
| Kent, Kenedy | \$15.50 | Paraprofessional Franklin | 1/24/2022 |
| Leitch, Andrea | \$15.11 | Secondary Cook Franklin | 1/3/2022 |

| | | | |
|-------------------|---------|-------------------------------|------------|
| Maiers, Kevin | \$16.91 | Custodian II Floater ELSC | 1/3/2021 |
| McMahan, Julie | \$14.86 | Media Secretary Taft | 12/13/2021 |
| Meadler, Kara | \$12.28 | Paraprofessional Harding | 1/3/2022 |
| Murray, Emily | \$12.28 | Paraprofessional Jefferson | 1/6/2022 |
| Quirk, Brittany | \$15.50 | Paraprofessional Arthur | 1/13/2022 |
| Robinson, Tashaya | \$15.27 | Health Secretary Cleveland | 12/13/2021 |
| Thomas, Brian | \$18.88 | Transportation Driver ELSC | 1/3/2022 |
| Yardley, Payton | \$15.50 | Paraprofessional Polk | 1/24/2022 |

GRANTING LEAVES OF ABSENCE - HOURLY STAFF

| <u>Name</u> | <u>Type of Leave</u> | <u>Assignment</u> | <u>Effective Date</u> |
|----------------|----------------------|-------------------------------|------------------------|
| Barnes, Candra | General | Behavior Technician Grant | 1/6/2022- 4/20/2022 |
| Busch, Katie | General | Paraprofessional Jefferson | 1/3/2022- 5/6/2022 |

CHANGE OF GRADE / POSITION - HOURLY STAFF

| <u>Name</u> | <u>Salary Placement</u> | <u>Assignment</u> | <u>Effective Date</u> |
|---------------------|-------------------------|---|-----------------------|
| Battle, Jewelianah | \$15.50 | Paraprofessional McKinley | 1/10/2022 |
| Devotte, Umugwaneza | \$15.11 | Elem Asst Mgr Johnson | 12/11/2021 |
| Geesey, Jean | \$19.35 | Custodian I Lead 3rd Shift Washington | 12/11/2021 |

| | | | |
|---------------------|---------|--------------------------------|------------|
| Laufer, Alicia | \$14.14 | Cashier Nixon | 1/3/2022 |
| McGraw, Rick | \$15.50 | Paraprofessional Jefferson | 1/10/2022 |
| McVay, Faith | \$13.38 | Paraprofessional Cleveland | 12/11/2021 |
| Tanner, Maegan | \$19.30 | Behavior Technician Harding | 1/8/2022 |
| Thon-Yandja, Edwige | \$17.14 | Van Driver ELSC | 1/12/2022 |

RESIGNATIONS - HOURLY STAFF

| <u>Name</u> | <u>Reason</u> | <u>Assignment</u> | <u>Effective Date</u> |
|-------------------|---------------|----------------------------------|-----------------------|
| Boyd, Marcy | Personal | Behavior Tech Washington | 12/13/21 |
| David, Heather | Personal | Cashier Nixon | 12/15/21 |
| Dice, Tina | Personal | Elem Asst Mgr Hiawatha | 1/7/22 |
| Emery, Noreen | Personal | FSA I Truman | 12/10/21 |
| Lammers, Laura | Personal | Transportation Driver ELSC | 11/19/21 |
| Miller, Barb | Personal | Bus Attendant ELSC | 6/4/21 |
| Molnar, Vicktoria | Personal | Paraprofessional West Willow | 1/5/22 |
| Pfranger, Darlene | Personal | Bus Attendant ELSC | 12/9/21 |
| Pollock, Kimberly | Personal | Paraprofessional Hiawatha | 12/2/21 |
| Roloff, Jessica | Personal | Paraprofessional Hoover | 1/6/2022 |

CONSENT AGENDA

BA-22-011/06 Policy Manual – Review & Revisions – Proposed Policy 507 “Employee COVID-19 Vaccination/Testing Requirements” (Noreen Bush/Laurel Day)

Exhibit: BA-22-011/06.1-6

Information Item

Pertinent Fact(s):

1. The Board of Education reviews policies, regulations, and procedures at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.
2. The agenda item includes a proposed policy that has been reviewed and approved by Legal Counsel and required by Occupational Safety & Health Administration (OSHA).

| Policy Manual # | Title | Action |
|------------------------|--|---------------|
| Policy 507 | Employee COVID-19 Vaccination/Testing Requirements | Proposed |

EMPLOYEE COVID-19 VACCINATION/TESTING REQUIREMENTS

The Occupational Safety and Health Administration (“OSHA”) has released an emergency temporary standard (“ETS”) that will obligate employers with 100 or more employees to require employees to be fully vaccinated against COVID-19 or, for any employees who are not fully vaccinated, to undergo weekly COVID-19 testing and to wear a mask in the workplace. In an effort to comply with the OSHA ETS, the District has put in place requirements, as outlined in this policy.

This policy is effective immediately upon Board approval and remains in effect during such time as OSHA is permitted by law and pursuant to applicable court rulings to enforce the ETS. If at any point OSHA is prohibited from enforcing the ETS, the requirements under this policy will not be in effect.

DEFINITIONS

- “Covered Employee” is an employee of a covered employer who does *not* qualify for any of the following exceptions:
 - a) The employee does not report to a workplace where other individuals such as coworkers or customers are present;
 - b) The employee exclusively works from home; or
 - c) The employee exclusively works outdoors.

The employer shall have the final determination as to whether an employee qualifies as a covered employee.

- “Covered Employer” is an employer with 100 or more employees at any time the ETS is in effect.
- “COVID-19” is the disease caused by SARS-CoV2 (severe acute respiratory syndrome coronavirus 2).
- “COVID-19 test” is a test for COVID-19 that must include the following:
 - a) Is cleared, approved or authorized, including in an Emergency Use Authorization (EUA), by the FDA to detect current infection with COVID-19 (e.g., a viral test);
 - b) Is administered in accordance with the authorized instructions; and
 - c) Is not both self-administered and self-read unless observed by the employer or an authorized telehealth proctor.

Examples of tests that satisfy this requirement include tests with specimens that are processed by a laboratory (including home or on-site collected specimens which are processed either individually or as pooled specimens), proctored over-the-counter tests, point of care tests, and tests where specimen collection and processing is either done or observed by an employer.

- “Face covering” means a covering that must include the following:
 - a) Completely covers the wearer’s nose and mouth;
 - b) Is made with two or more layers of breathable fabric that is tightly woven (i.e., the fabric does not let light pass through when held up to a light source);
 - c) Is secured to the head with ties, ear loops, or elastic bands that go behind the head (if gaiters are worn, they should have two layers of fabric or be folded to make two layers);
 - d) Fits snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and
 - e) Is a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings.

This definition includes clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet this definition and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively. The employer shall have the final authority on whether any particular item qualifies as a "face covering" pursuant to this policy.

- "Facemask" means a surgical, medical produce, dental, or other isolation mask that is FDA-cleared, authorized by an FDA EUA, or offered or distributed as described in an FDA enforcement policy.
- "Fully vaccinated" means at least two weeks have passed since an individual has received both primary doses of a two-dose COVID-19 vaccine (i.e., Pfizer or Moderna) in accordance with the minimum recommended interval between doses OR has received the only primary dose of a single-dose COVID-19 vaccine (i.e., Johnson & Johnson). Whether or not an employee has received a "booster shot" is not considered in determining whether an individual is fully vaccinated.
- "Proof of vaccination" includes the following:
 - a) The record of immunization from a healthcare provider or pharmacy;
 - b) A copy of the COVID-19 Vaccination Record Card;
 - c) A copy of medical records documenting the vaccination;
 - d) A copy of immunization records from a public health, state, or tribal immunization information system, or
 - e) A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).

An employee may produce a physical or digital copy of the employee's proof of vaccination.

If an employee is unable to produce acceptable proof of vaccination, the employee may produce a signed and dated statement that attests to the employee's vaccination status and that they have lost or otherwise are unable to produce proof of vaccination as required by the policy and the law. An employee needing to complete this statement should contact Human Resources.

- "Workplace" is a physical location that can be either fixed or mobile where the covered employer's work or operations are performed. It can include a vehicle or any other enclosed space. Workplace does not include an employee's residence.

GENERAL REQUIREMENTS

Effective January 10, 2022, all covered employees must meet one of the following requirements:

- 1) Be fully vaccinated, or
- 2) If not fully vaccinated for any reason, wear a face covering at work at all times unless otherwise outlined in this policy.

Effective February 9, 2022, all covered employees must meet one of the following requirements:

- 1) Be fully vaccinated, or
- 2) If not fully vaccinated for any reason, do both of the following:
 - a) Provide proof of a weekly COVID-19 test, and
 - b) Wear a face covering at work at all times unless otherwise outlined in this policy.

It is the policy of the District that no employee, contractor, customer, or agent of the employer shall discriminate, harass, or retaliate against an individual due to the individual's actual or perceived vaccination status or for reporting concerns pursuant to this policy. If an individual believes such discrimination, harassment, or retaliation has occurred, the individual should report that conduct pursuant to the employer's complaint policies.

A. Determination of Employee Vaccination Status

The OSHA ETS requires that a covered employer determine whether each of its covered employees is fully vaccinated. Therefore, if a covered employee wishes to be considered fully vaccinated, such that the covered employee will not have to follow the requirements in place for an unvaccinated covered employee (to wear a face covering and test weekly for COVID-19), the covered employee should provide proof of vaccination.

A covered employee should provide proof of vaccination to Human Resources no later than **January 10, 2022**. A covered employee may provide a physical copy or digital copy (i.e., a photograph or scanned copy) of proof of vaccination.

If a covered employee fails to provide proof of vaccination prior to January 10, 2022, the covered employee will be presumed to be unvaccinated and must comply with the "Requirements for Employees who are Not Fully Vaccinated" outlined in this policy, including wearing a face covering at work and testing for COVID-19, until such time when the covered employee provides proof of vaccination.

A covered employee hired during the effective date of this policy should provide proof of vaccination consistent with this policy no later than seven (7) days after their date of hire. Until such time as a newly hired covered employee provides proof of vaccination, the covered employee must comply with the "Requirements for Employees who are Not Fully Vaccinated" outlined in this policy.

B. Requirements for Employees Who are Not Fully Vaccinated

If a covered employee is not fully vaccinated (including a covered employee who is presumed to not be fully vaccinated because the covered employee has not provided the requisite proof of vaccination), the covered employee is required to take the following action:

- 1) Beginning January 10, 2022, the covered employee shall wear a face covering at all times while in the workplace *unless* one of the following situations exist¹:
 - a) The covered employee is alone in a room with floor to ceiling walls and a closed door;
 - b) The covered employee is eating or drinking for a limited period of time at the workplace;
 - c) It is necessary for the covered employee to remove the covered employee's face covering for a limited period of time to comply with safety or security requirements; or
 - d) When the covered employee is wearing a respirator or facemask.

¹ A covered employee who has received both primary doses of a of a two-dose COVID-19 vaccine (i.e., Pfizer or Moderna) in accordance with the minimum recommended interval between doses prior to January 10, 2022, but who has not yet passed the two-week waiting period to be considered fully vaccinated, is not required to wear a face covering in the workplace as outlined in this policy.

The covered employee shall be responsible for the cost of any face coverings. Face coverings shall be replaced when wet, soiled, or damaged. A face shield may be worn in addition to a face covering, but not lieu of a face covering.

Nothing in this policy shall be construed to prohibit or otherwise prevent any employee from wearing a face covering unless such face covering would create a hazard of serious injury or death.

- 2) Beginning February 7, 2022, the covered employee shall receive and submit to the employer a COVID-19 test at least once every seven (7) days.²

The covered employee shall provide written proof of a COVID-19 test that includes the date of the COVID-19 test and the outcome of the COVID-19 test (either positive or negative for COVID-19) as outlined in a schedule to be made available to all employees each week. The employer will provide access to testing sites which will be communicated and accessible to staff. However, staff may choose other testing options.

Sufficient written proof of a COVID-19 test shall include certification from the test proctor (because the COVID-19 test cannot be both self-administered and self-read) that includes the following:

- a) The date of the COVID-19 test;
- b) Certification the COVID-19 test was administered in accordance with the test's authorized instructions; and
- c) The outcome of the COVID-19 test (either positive or negative for COVID-19).

If the day the covered employee is scheduled to receive the COVID-19 test falls on a holiday or a date the covered employee is otherwise absent from work, the employee shall provide proof of a COVID-19 test at the beginning of the covered employee's next shift.

The covered employee shall be responsible for all costs related to the COVID-19 test.

These policies shall apply to all covered employees who are not fully vaccinated including if a covered employee does not become fully vaccinated due to health, disability, and/or religious reasons. If a covered employee is unable to comply with the "Requirements for Employees who are Not Fully Vaccinated" for a disability or religious reason, the covered employee should contact Human Resources to discuss if a reasonable accommodation is available.

If the covered employee fails or otherwise refuses to wear a face covering or to provide a COVID-19 test as required by this policy, the employee shall be immediately removed from the workplace and subject to discipline up to and including termination.

C. Notification of Positive COVID-19 Test and/or COVID-19 Diagnosis

All employees are required to promptly notify the District, specifically Human Resources, if at any time the employee receives a positive COVID-19 test or a COVID-19 diagnosis by a licensed healthcare provider. This requirement applies to all employees of the District, including those employees who do not qualify as covered employees.

² A covered employee who has received a positive COVID-19 test or a COVID-19 diagnosis by a licensed healthcare provider is not required to produce another test result for 90 days from the date of the test result/diagnosis.

If an employee receives a positive COVID-19 test or a COVID-19 diagnosis by a licensed healthcare provider, the District shall immediately remove that employee from the workplace. The employee shall not return to the workplace until the employee has met one of the following requirements:

- 1) Receives a negative result on a COVID-19 nucleic acid amplification test (NAAT) following a positive result on a COVID-19 antigen test if the employee chooses to seek a NAAT test for confirmatory testing;
- 2) Meets the return-to-work criteria in the CDC's "Isolation Guidance" information; or
- 3) Receives a recommendation to return to work from a licensed healthcare provider.

The District may, in its discretion, elect to keep an employee out for a longer period of time if such is required under the District's policy regarding quarantine/isolation and/or state and/or federal public health guidance.

D. Allowable Exemptions/Accommodations for Covered Employees

This policy does not require covered employees to receive a COVID-19 vaccine. As such, it is not necessary for the District to provide medical/disability or religious exemptions from a COVID-19 vaccine requirement. If a covered employee does not become fully vaccinated from COVID-19 due to a disability, health, or religious reason, the covered employee must comply with the "Requirements for Employees who are Not Fully Vaccinated" outlined in this policy.

If a covered employee is unable to comply with the "Requirements for Employees who are Not Fully Vaccinated" due to the covered employee's disability or the covered employee's sincerely held religious belief, the covered employee should contact Human Resources to discuss if a reasonable accommodation is available.

EMPLOYER SUPPORT FOR EMPLOYEE VACCINATION

It is the District's intent to provide a reasonable amount of time for each employee to obtain each of the employee's primary COVID-19 vaccine doses. The District will provide up to four (4) hours of paid leave ("vaccination leave")³ to obtain either of the primary doses of the COVID-19 vaccine (i.e. four (4) hours per dose). This includes time the employee spends traveling to/from and obtaining the COVID-19 vaccine. If these activities take less than four (4) hours, the employee must return to work immediately. In rare instances when these activities take more than four (4) hours, an employee may use other accrued paid leave or, if no paid leave is available, the District will provide any necessary additional leave beyond the four hours as unpaid leave.

The District will also provide each employee with reasonable time and paid leave to recover from side effects experienced following any primary vaccine dose. An employee shall be required to use their accrued PTO/sick leave to recover from side effects experienced if such time is available. If such time is not available, the District will provide up to two (2) days of paid leave for the employee to recover from side effects experienced following any primary vaccine dose.

Under no circumstances will the District or any employee of the District interfere with an employee's vaccination leave nor will the District or any employee of the District retaliate against an employee for taking vaccination leave.

³ The District will not deduct vaccination leave from the employee's other accrued leave that is provided as an employment benefit. Instead, this vaccination leave is in addition to any other paid leave available to the employee.

RECORD KEEPING AND REPORTING

The District's custodian of confidential medical records will maintain a roster of each covered employee's vaccination status, a record of each covered employee's proof of vaccination, and a record of each COVID-19 test result for any covered employee. These records are confidential medical records and will be maintained in the covered employee's confidential medical file. These records will not be produced to anyone unless required or authorized by state or federal law. These records will be maintained at least for the duration of the OSHA ETS or as otherwise required by state or federal law.

If an employee wishes to examine and/or copy their own medical records regarding proof of COVID-19 vaccination or COVID-19 test results, the employee should make such request to the District's custodian of confidential medical records, and the District shall provide those records to the employee by the end of the next business day of the request being made.

Additionally, the District shall, upon request by any employee, make available the aggregate number of fully vaccinated employees and the total number of employees at the workplace. The District must provide this information within one (1) business day of the employee's request. If an employee seeks this information, the employee should contact the District's custodian of confidential medical records.

The District shall report the following information to OSHA:

- 1) Any work-related COVID-19 fatality within eight (8) hours of the employer learning about the fatality; and
- 2) Any work-related COVID-19 in-patient hospitalization within twenty-four (24) hours of the employer learning about the in-patient hospitalization.

The District shall, upon request, provide the following information to the Assistant Secretary of Labor of Occupational Safety and Health or their designee:

- 1) A copy of this policy within four (4) business hours of the request being made;
- 2) The aggregate number of fully vaccinated employees and the total number of employees at the workplace within four (4) business hours of the request being made; and
- 3) All other records and supporting documentation related to this policy by the end of the next business day of the request being made.

INFORMATION FOR EMPLOYEES

The District shall provide each employee with the following information in the employee's language and at the employee's literacy level:

- 1) A copy of this policy that include the requirements of OSHA'S ETS; and
- 2) The "Key Things to Know About Covid-19 Vaccines" documents provided by the Centers for Disease Control ("CDC"), which is attached to this policy and also available at <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/keythingstoknow.html>.

The District is expressly prohibited from discriminating or retaliating against an employee for reporting a work-related fatality, injury, or illness, including filing a complaint with the Occupational Safety and Health Administration. The District is further prohibited from discriminating or retaliating against an employee for exercising the employee's rights under this policy.

Any employee who fails to follow the requirements of this policy may be subject to discipline up to and including termination. Any employee who knowingly makes any false statement, representation, or certification as part of the requirements of this policy may be subject to criminal penalties pursuant to the Occupational Safety and Health Act.

If at any time an employee has questions about this information, the employee should contact Human Resources.

CONSENT AGENDA

BA-22-204 Chapter 12 Exemption Request – Physical Education (John Rice)

Action Item

Pertinent Fact(s):

1. Jefferson, Kennedy, and Washington High Schools 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 the 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, Kennedy, and Washington High Schools to condense all the required physical education minutes into one semester.

CONSENT AGENDA

BA-22-205 **Agreement – Cedar Rapids Community School District and Qualtrics, LLC. – 2022-2023 School Year (Craig Barnum)**

Exhibit: BA-22-205.1

Action Item

Pertinent Fact(s):

CRCSD annually contracts with Qualtrics, our survey tool provider, to manage three large District-wide surveys: Teacher Leadership, Employee Engagement, and Admin 360s. The 3rd party implementation ensures stakeholder confidentiality and is intended to improve the authenticity of the responses. Non-categorical funds will cover the procurement for the 2022-2023 School Year.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Qualtrics LLC for the 2022-2023 School Year.



INVOICE

#306650

Contract
Start Date 12/17/2021
End Date 12/16/2022

Date 12/20/2021
Terms Net 30
Due Date 1/19/2022

BILL TO

Cedar Rapids Community
School District Foundation |
Cedar Rapids District Wide-
Attn:Angela Billman
2500 Edgewood Rd Nw
Cedar Rapids IA 52405

PAYMENT METHODS

BANK INFORMATION

JPMorgan Chase Bank, NA
270 Park Ave.
New York, NY 10010

Account Name: Qualtrics, LLC
Account Number: 207865283
ABA Routing for ACH and Check:
124001545
ABA Routing for Wire: 021000021
SWIFT (International): CHASUS33
Please include the invoice number

PAPER CHECK

VIA USPS
Qualtrics LLC
Dept# 880102
P.O. Box 29650
Phoenix, AZ 85038-9650

VIA OVERNIGHT COURIER
JPMorgan Chase (AZ1-2170)
Attn: Qualtrics, LLC
Dept #880102
1820 E. Sky Harbor Circle South
Phoenix, AZ 85034

QUALTRICS LLC

333 W RIVER PARK DR
PROVO, UT 84604
385-203-4024
invoices@qualtrics.com
Tax ID: 45-4964116

DESCRIPTIONS

Qual6286_1217CR2022-Retainer

Cedar Rapids School District Retainer for 2022

Survey programming costs for the following projects below:

Case
Qual6286_1213Admin360
Qual6286_1213TeacherLeadership
Qual6286_1213EmployeeEngagement
Retainer 12/17/2022

SUBTOTAL **USD \$27,750.00**

AMOUNT DUE USD \$27,750.00

Laurel A. Day

Date

CONSENT AGENDA

BA-22-206 Agreement - Cedar Rapids Community School District and Cedar Rapids Metro Economic Alliance - Business Development Services - 2021-2022 School Year (Trace Pickering)

Exhibit: BA-22-206.1-5

Action Item

Pertinent Fact(s):

1. The Cedar Rapids Metro Economic Alliance (CRMEA) has agreed to hold the employment agreement for the Community Development Specialist position at Iowa BIG.
2. The Community Development Specialist is tasked with finding and developing academically rigorous projects from community business, non-profit, and government agencies as well as supporting the Executive Director with back-office functions.
3. The CRMEA and the Executive Director of Iowa BIG will provide supervision, provide work space, and general office support for the positions.

Recommendation:

It is recommended that the Board approve the Agreement between the Cedar Rapids Community School District and the Cedar Rapids Metro Economic Alliance - Business Development Services for the 2021-2022 School Year.

**AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND THE CEDAR RAPIDS METRO ECONOMIC ALLIANCE FOR
BUSINESS DEVELOPMENT SERVICES**

THIS AGREEMENT is made and entered into on the 4th day of August, 2021 by and between the Cedar Rapids Community School District (the "District") and the Cedar Rapids Metro Economic Alliance (CRMEA) the parties agree as follows:

- 1. PURPOSE.** To provide Business-Education Partner Development services to the Iowa BIG and other innovative programs in the CRCSO.
- 2. TERM.** The term of this Agreement shall be from July 1, 2021 to June 30, 2022 and supercedes the previous agreement signed June 18, 2018. The parties hereto agree this Agreement shall be effective upon its execution by both parties and the duration shall be coterminous with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES

The CRMEA shall be responsible for the following.

- A. Hire and support a Community Development Specialist responsible for identifying, securing, developing, training, networking with, and maintaining strategic community partners to support the Iowa BIG model, its teachers and students.
- B. Integrating this position into the CRMEA organization.
- C. Help ensure the work outlined in the "Strategic Partnership Specialist" job description in Appendix A is carried out with fidelity.
- D. Providing a workspace, as needed, and general office support.
- E. Providing timely billing in accordance with District financial processes.

The District shall be responsible for the following.

- A. Assisting in the hiring and supervision of the Community Development Specialist in partnership with the CRMEA.
- B. Reimburse the CRMEA for the total salary of the positions plus 31% for benefits and overhead. (Salary X 1.31)
- C. Provide timely payments of CRMEA invoices.
- D. Direct the day-to-day work of the Community Development Specialist.
- E. Provide performance and work evaluation of the Community Development Specialist.
- F. Maintain regular communication with CRMEA regarding the performance and work of the Community Development Specialist.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, the CRMEA will provide a Certificate of Insurance naming the District as Additional Insured with general liability insurance limits of \$1,000,000 occurrence and \$2,000,000 aggregate.
- B. The District will indemnify and hold harmless the CRMEA from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses,

occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

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

5. TERMINATION.

A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:

- 1. Failure to make substantial and timely progress toward performance of the Agreement.
- 2. Failure of the party's work product and services to conform with any specifications noted herein.
- 3. Any other breach of the terms of this agreement.

B. Notice of Default. If there occurs a default event under Section 5A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

- 1. Immediately terminate the Agreement without additional written notice; or,
- 2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

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

C. Lack of Resources. In the event the District is unable to procure funds for the position, the District will provide at least a 30-day notice of such an event.

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

| | |
|---|---|
| Dr. Trace D. Pickering Executive Director, Iowa BIG Cedar Rapids Community School District 2500 Edgewood Road N.W. Cedar Rapids, IA 52405 | Douglas Neumann Executive Director Cedar Rapids Metro Economic Alliance 501 1 st Street Southeast Cedar Rapids, Iowa 52401 |
|---|---|

Cedar Rapids Community School District

Cedar Rapids Metro Economic Alliance

By: _____
Board Secretary

By: _____  _____
EXECUTIVE DIRECTOR

Date: _____

Date: 8-4-21

Appendix A:

Community Development Specialist

LOCATION: Iowa BIG

FTE: 1.0/ Year-round position

REPORTS TO: Executive Director of Iowa BIG

CLASSIFICATION: Supervisor/Tech

GENERAL SCOPE OF RESPONSIBILITIES:

The Community Development Specialist is responsible for identifying, securing, developing, training, networking with, and maintaining strategic community partners to support the Iowa BIG model, its teachers and students. The Community Development Specialist ensures that Iowa BIG students have academically rigorous, authentic, contextualized, and socially embedded projects and opportunities in and with the community that maximizes the benefits of all parties involved.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Serve students and staff by ensuring a robust, academically rich project pool:

- Work with staff to develop diverse and plentiful projects required to meet program needs;
- Find and develop authentic, interdisciplinary, and academically and contextually-rich projects;
- Ensure projects accurately and completely represent the community and the nationally identified career strands;
- Co-create and implement the process for filtering projects for inclusion into the Project Pool;
- Collaborate with staff to create student-focused translation of projects for the Project Pool, and;
- Effectively market newly added projects to students.

Navigate the relationships between staff and partners to ensure a positive educational experience for Iowa BIG learners:

- Collect consistent updates from teachers on project progress and effectiveness of the partner and support, assist and intervene as necessary;
- Assist teams and staff in resolving partner and project concerns;
- Develop and deploy partner feedback processes to anticipate issues and keep partner relationships strong, creative, and mutually beneficial;
- Assist teams and staff in effectively and positively ending partner relationships that do not serve Iowa BIG learners, and;
- Develop, initiate, and follow a co-created protocol for managing partner relationships.

Develop and maintain a quality community partner program:

- Develop, document, and implement a robust strategic partner professional development and engagement program (called Nexus) that produce exemplary models of community partner engagement and impact;
- Grow, develop, maintain, track and retain a vibrant network of partners, mentors, community and business leaders, and funders;

Keep Iowa BIG relevant and visible in the overall community:

- Consistently collect and share data on how Iowa BIG is impacting the community at-large;
- Effectively and consistently promote partners, students and student projects;
- Attend a variety of cultural, economic and business events to foster relationships with potential partners and funders and connect Iowa BIG staff to these networks as appropriate; and;

- Maintain an event calendar that keeps BIG staff and students aware of what is happening in the community.

REQUIRED SKILLS:

- Excellent people skills and ability to connect and communicate with a wide variety of people
- Flexible, adaptable, and able to solve problems and create solutions with minimal supervision
- Portrays a substantive and professional business image befitting Iowa BIG
- Great team player
- Perform other duties and responsibilities as needed and assigned

ESSENTIAL FUNCTIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed herein are representative of the knowledge, skill and/or ability required. Reasonable accommodation(s) may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands and fingers to handle and/or feel objects, tools or controls; talk and hear. The employee frequently must squat, stoop or kneel, reach above the head and forward 0 to 24 inches and on occasion up to 36 inches. The employee continuously uses hand strength to grasp items. The employee will frequently bend or twist at the neck and trunk more than the average person while performing the duties of this job. The employee must frequently lift and/or move up to 50 pounds 0 to 12 feet and occasionally up to 20 feet, such as curriculum materials, desks, chairs, and boxes. The employee will sometimes push/pull items such as tables and carts. Specific vision abilities required by this job include close vision, color vision and the ability to adjust focus while working with computers, written materials, reports, assessment data, etc.

WORKING ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is moderately quiet. The position requires the commitment of professional working hours that may require the employee to extend beyond a typical 8:00 a.m. to 5:00 p.m. workday. The employee will frequently work in different areas of the building and community including in/at desks, on or near the floor, standing.

** The information contained in this job description is in compliance with the Americans with Disabilities Act (ADA) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individual holding this position and additional duties may be assigned.

** The Cedar Rapids Metro Economic Alliance is an Equal Opportunity Employer. CRMEA does not discriminate on the basis of race, creed, color, gender, national origin, religion, age, marital status, sexual orientation, veteran status, or disability.

CONSENT AGENDA

BA-22-207 **Agreement – Cedar Rapids Community School District and KCE Champions LLC - Enrichment Program (Nicole Kooiker)**

Exhibit: BA-22-207.1-10

Action Item

Pertinent Fact(s):

The proposed Agreement will provide equity, access, and extended learning opportunities for CRCSD students and families. It will include before/after school programming, summer programming, and wrap-around services for our preschool students housed at Truman Elementary School. Our goals are to provide extended learning for our students, remove barriers for families, and have consistency within the system around services which provides equity and access for our students and families.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and KCE Champions LLC - Enrichment Program.

ENRICHMENT PROGRAM AGREEMENT

The following Enrichment Program Agreement (“Agreement”), effective on the date as shown on the attached **Exhibit A** (“Effective Date”), is between **KCE Champions LLC** (“Champions”) and the Cedar Rapids Community School District (“School”) and school buildings as shown on the attached Exhibit B. The parties agree as follows:

1. RESPONSIBILITIES OF CHAMPIONS.

A. Champions will provide Before and/or After School and Enrichment Programs (“Program”), as set forth in attached Exhibits A and B.

B. Tuition and fees charged by Champions for Program enrollment are set forth in Exhibit A. Champions, in its sole discretion, may increase the tuition and fees charged for the Program at any time with 30 days’ prior written notice. Except as otherwise set forth on Exhibit A, Champions will operate the Program on regular school days, all conference days, and school holidays (and during summer, if included). Except as otherwise set forth on Exhibit A, the Program will be closed on the following national holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day.

C. Champions will comply with all applicable state and federal laws and regulations governing the Program and its employees. Champions further agrees to immediately apply for all necessary licenses in order to operate the Program. Obtaining all such licenses will be a condition precedent to Champions’ obligations under this Agreement. Failure to obtain all such licenses will be grounds for immediate termination of this Agreement. Once obtained, Champions agrees to maintain all such licenses for the duration of this Agreement.

D. Champions agrees to:

- i. Provide all necessary curriculum, materials, staffing, and management to operate the Program effectively.
- ii. Leave the Program location(s) in a neat and clean condition at the end of each Program session.
- iii. Maintain appropriate communication with the Principal at each Program location.
- iv. Maintain appropriate communication with families of enrolled children and provide a Parent Handbook.
- v. Repair, replace, or reimburse School for any equipment, furniture or fixtures damaged by Champions in the course of its operation of the Program as mutually agreed by School and Champions, except that Champions will not be responsible for reasonable wear and tear, casualty loss, or acts of God.

2. RESPONSIBILITIES OF SCHOOL.

A. School will be responsible for and provide at its cost the following items:

- i. Licensable space(s) at each school building sufficient to accommodate the Program. The licensable space(s) will include a separate telephone line, which will be connected and utilized at Champions’ expense. The specific space(s) agreed to by the parties are set forth in Exhibits A and B.
- ii. Furniture, fixtures, and equipment appropriate and sufficient for the Program including a minimum of five tables with appropriate seating at each school building.
- iii. Approximately 150 square feet of secure equipment storage space that is convenient to the Program location at each school building.

- iv. Safety equipment (including fire extinguishers) and building safety features required by state or local authorities.
- v. Access to the gymnasium and outdoor playground, both of which must meet applicable licensing requirements.
- vi. Utilities including, but not limited to, heating, lighting, power, toilet facilities and supplies, and hot and cold water.
- vii. General cleaning and maintenance of the Program space including refuse removal.
- viii. Access to a facsimile and copy machine/scanner at each school building at which Champions is to provide the Program.
- ix. Repair, replacement, or reimbursement to Champions for any Champions equipment or materials damaged by School in the course of the operation of the Program as mutually agreed by School and Champions, except that School will not be responsible for reasonable wear and tear, casualty loss, or acts of God.
- x. A completed and signed IRS form W-9.

B. At Champions' request, School will promptly provide to Champions copies of all current school floor plans and a copy of any documentation required in order for Champions to obtain its childcare license and government agencies for each location at which Champions is to provide a Program including, but not limited to: certificate of occupancy and fire, health and safety inspections including lead, asbestos, and other environmental or site testing results. The specific documentation required in the relevant jurisdiction is set forth in Exhibit A.

C. In the event that any governmental authority requires changes or repairs to School facilities to operate the Program, School will be solely responsible for promptly making such changes or repairs at its own cost and expense. School has the option to terminate this Agreement or to amend this Agreement (or the attached Exhibit B) to terminate the Program session at a specific school building with 15 days' prior written notice if it elects not to incur the cost of the repairs or changes.

D. School will make information regarding Champions available to School families each year, including sending Champions program information via email, with registration or enrollment materials to families, and on bulletin boards or other postings. School will also add Champions as a link to School's website. School will invite Champions to attend parent-facing events (e.g., open houses, back-to-school night, etc.) when appropriate for Champions to market directly to families.

E. School will provide Champions with guest access to School's wireless network along with School IT support for potential network upgrades or issues in accessing Champions' Horizon applications through School's network.

3. INSURANCE. Each party will list the other as an additional insured under the party's general commercial liability insurance policy(ies) and, upon request, will furnish the other party with a certificate of insurance evidencing the liability insurance policy coverages as well as an additional insured endorsement.

4. INDEMNITY.

A. School indemnifies and holds Champions and Champions' affiliates and their respective members, managers, shareholders, officers, directors, agents, employees, successors and assignees harmless from and against any and all third-party claims, demands, liabilities, and expenses, including reasonable attorneys fees and litigation expenses, arising from the negligent acts or omissions or willful misconduct of School or its agents, employees, or contractors. In the event any action or proceeding is brought against Champions by reason of any such claim, School will defend the same at School's expense by counsel selected by Champions.

B. Champions indemnifies and holds School and School's nominees, officers, directors, agents, employees, shareholders, successors and assignees harmless from and against any and all third-party claims, demands, liabilities, and expenses including reasonable attorneys fees and litigation expenses, arising from the negligent acts or omissions or willful misconduct of Champions or its agents, employees, or contractors. In the event any action or proceeding is brought against School by reason of any such claim, Champions will defend the same at Champions' expense by counsel selected by School.

5. TERM AND TERMINATION. The term of this Agreement will be as written on Exhibit A, as may be amended from time to time, unless:

A. School fails to comply with any material term or condition of this Agreement within 30 days after written notice from Champions specifying the nature of the failure with particularity; or

B. Champions fails to comply with any material term or condition of this Agreement within 30 days after written notice from School specifying the nature of the failure with particularity; or

C. Either party terminates this Agreement or a specific Program session (school building) outlined in Exhibit B, with or without cause, by giving 90 days' prior written notice to the other; or

D. Either party terminates this Agreement as otherwise permitted by this Agreement.

6. MISCELLANEOUS.

A. **Intellectual Property.** School acknowledges it does not have any rights whatsoever in or to any trademarks, trade names, copyrights, names, logos or other intellectual property of Champions or its affiliated companies, and will not use or cause or allow others to use the same or any variations thereof without the prior express written permission of Champions. Champions reserves all rights to its intellectual property rights, past, present and future.

B. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT WILL SCHOOL OR CHAMPIONS BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF GOODWILL UNDER THIS AGREEMENT, EVEN IF A PARTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, EXCEPT FOR: (i) DAMAGES OR LOSSES ARISING FROM THIRD-PARTY INDEMNITY LIABILITY, OR (ii) DAMAGES OR LOSSES ARISING FROM A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR RECKLESS CONDUCT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES, CLAIMS OR LOSSES ARE SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

C. **Survival.** The terms and conditions of Sections 3, 4, 5, and 6 will survive expiration or termination of this Agreement for any reason.

D. **Personal Property.** The parties agree that Champions is the sole owner of any equipment provided by Champions to operate the Program. Upon termination of this Agreement (for any reason), all such equipment will remain the property of Champions, and Champions will have access to the School facilities for the purpose of removing the equipment.

E. **Employees.** During the term of this Agreement, should either party to this Agreement hire an employee of the other party, such that the employee will no longer be able to continue working his or her

regularly scheduled hours for the other party, then, prior to that employee's effective hire date, the hiring party will give the other party 30 days' notice so that the other party may make reasonable efforts to hire and train a replacement employee.

F. **Force Majeure.** Neither party will be liable for its failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by event of force majeure including, but not limited to, civil commotion, strike, lockout or other industrial dispute, acts of God, inability to obtain equipment, power, necessary governmental licenses or permits, materials or transportation, or any other circumstances beyond such party's reasonable control. Should such an event of force majeure continue for a commercially unreasonable period of time, this Agreement may then be terminated immediately upon written notice by either party.

G. **Notices.** All notices given pursuant to this Agreement will be in writing, addressed to the recipient as shown on Exhibit A, and will be (i) mailed, postage prepaid, certified or registered with return receipt requested, (ii) delivered in person or by nationally recognized overnight courier, or (iii) sent by facsimile or electronic transmission. Any notice sent by mail, in person or by courier will be deemed given when delivery is first attempted; any notice given by facsimile or electronic transmission will be deemed given when receipt has been confirmed electronically.

H. **Independent Contractor.** Champions is, and will remain at all times, an independent contractor with exclusive control of the Program, including but not limited to the selection of and hiring of Champions' employees, and is not an agent, servant, or employee of School. Champions' engagement with School is limited solely to the operation of the Program. Neither party has the authority to act in any capacity on behalf of the other party.

I. **General.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to its conflicts of law principles. This Agreement reflects the entire agreement between the parties regarding the subject matter of this Agreement. No other previous agreement, statement or promise made by the parties that is not contained in this Agreement will be binding or valid with respect to the Program(s) being provided under this Agreement. Any modifications, amendments or changes to this Agreement must be in writing and signed by an authorized representative or officer of the parties. This Agreement will be binding upon the parties' successors and permitted assigns. The section headings in this Agreement are solely for convenience of reference and are not to be construed or considered in interpreting this Agreement. If any provision of this Agreement is deemed invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this Agreement will not be affected. Failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to either party. This Agreement may be executed in counterparts and delivered by facsimile or electronic transmission, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. Such counterparts taken together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives as of the Effective Date.

**CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT**

KCE CHAMPIONS LLC

By: _____

Printed Name: _____

Title: _____

Secretary, Board of Directors

By: _____

Printed Name: Dan Figurski

Title: President, Champions

ENRICHMENT PROGRAM AGREEMENT

EXHIBIT A

Effective Date: January 10, 2021

1. **School or District Name:** Cedar Rapids Community School District (“School”)
2. **Term:** This Exhibit A is made part of that certain Enrichment Program Agreement made as of the Effective Date. This Exhibit A commences on the Effective Date and will continue thereafter between the parties from year to year at the locations and on the dates and for those Programs shown as to this Agreement.
3. **Champions** will provide the Programs at the sites set forth in Exhibit B:

Facility Use Terms: School will provide Champions with access to the gymnasium, cafeteria, multipurpose room, or other appropriate spaces to operate the Programs listed in Exhibit B.

Tuition and Fees:

| Program | 1-2 Day Weekly Rate | 3 Day Weekly Rate | 4 Day Weekly Rate | 5 Day Weekly Rate |
|---------------------------|----------------------------|--------------------------|--------------------------|--------------------------|
| Before School only | \$15.00 | \$25.00 | \$25.00 | \$25.00 |
| After School only | \$33.00 | \$55.00 | \$55.00 | \$55.00 |
| Summer | \$125.00 | \$250.00 | \$250.00 | \$250.00 |

Other Fees:

| | |
|-----------------------|------|
| Student Registration | \$50 |
| Family Registration | \$75 |
| Drop In After School | \$25 |
| Drop In Before School | \$20 |
| In-Service Day | \$15 |
| Early Release | \$10 |
| Activity Charge | \$12 |
| Non-School Full Day | \$32 |

Discounts:

| | |
|--------------------------|-----|
| School District Employee | 10% |
| Military | 10% |
| Multi-Session | 10% |
| Multi-Child | 10% |

Revenue Share: Champions will pay to Cedar Rapids Community School District, on a monthly basis, a Net Revenue Share of 5% of its total net revenue based on the Site Locations in Exhibit B. Champions will provide to Cedar Rapids Community School District a monthly enrollment report for each site, which shows enrollment levels for calculating the Net Revenue Share.

Minimum Enrollment: Champions will establish minimum enrollments at each school building and for each program to ensure sustainability. If daily attendance in any session fails to meet these target levels at any time, Champions may choose to terminate the Program session or this Agreement with 30 days’ advance written notice.

Documents Required for Licensing: *To be provided to Champions Legal by Champions Business Development at time of contract creation.*

4. Additional Client Provided Services or Additional School Closure Days: Champions will provide care services during school breaks and closure days as outlined above. Locations and hours of service will be determined by Champions and Cedar Rapids Community School District.

5. Addresses for Notice:

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

Attn: Nicole Kooiker
Phone: 319-558-2000
Facsimile: _____
E-mail: nkooiker@crschools.us

Champions: KCE Champions LLC
650 NE Holladay Street, Suite 1400
Portland, OR 97232
Phone: 503-872-1300
Facsimile: 503-736-1954
Attn: Vice President, Champions

With a copy to: KinderCare Education Legal
PO Box 190
Stockbridge, MI 49285
Phone: (248) 227-1373
Attn: Christopher Kind

**CEDAR RAPIDS COMMUNITY
SCHOOLDISTRICT**

KCE CHAMPIONS LLC

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: Dan Figurski
Title: President, Champions

ENRICHMENT PROGRAM AGREEMENT

EXHIBIT B

***Summer Program Projected Start Date is June 6, 2022.**

| Site Location | Program | Hours of Operation | Projected Program Start Date |
|--|----------------|---------------------------|-------------------------------------|
| Franklin Middle School 300 20th St. NE, Cedar Rapids IA 52402 | Before School | 6:30 a.m. – 7:50 a.m. | August 22, 2022 |
| | After School | 2:55 p.m. – 6:00 p.m. | |
| Harding Middle School 4801 Golf St. NE, Cedar Rapids IA 52402 | Before School | 6:30 a.m. – 7:50 a.m. | August 22, 2022 |
| | After School | 2:55 p.m. – 6:00 p.m. | |
| | Summer* | 7:00 a.m. – 5:30 p.m. | |
| McKinley STEAM 620 10th St. SE, Cedar Rapids IA 52403 | Before School | 6:30 a.m. – 7:50 a.m. | August 22, 2022 |
| | After School | 2:55 p.m. – 6:00 p.m. | |
| Roosevelt Creative 300 13th St. NW, Cedar Rapids IA 52405 | Before School | 6:30 a.m. – 7:50 a.m. | August 22, 2022 |
| | After School | 2:55 p.m. – 6:00 p.m. | |
| Taft 5200 E Ave. NW, Cedar Rapids IA 52405 | Before School | 6:30 a.m. – 7:50 a.m. | August 22, 2022 |
| | After School | 2:55 p.m. – 6:00 p.m. | |
| | Summer* | 7:00 a.m. – 5:30 p.m. | |
| Wilson 2301 J St. SW, Cedar Rapids IA 52404 | Before School | 6:30 a.m. – 7:50 a.m. | August 22, 2022 |
| | After School | 2:55 p.m. – 6:00 p.m. | |
| Arthur Elementary 2630 B Ave. NE, Cedar Rapids IA 52402 | Before School | 6:30 a.m. – 7:50 a.m. | August 22, 2022 |
| | After School | 2:55 p.m. – 6:00 p.m. | |
| | Summer* | 7:00 a.m. – 5:30 p.m. | |
| Cleveland Elementary 2200 First Ave. NW, Cedar Champions – Enrichment Program Agreement | Before School | 6:30 a.m. – 7:50 a.m. | August 22, 2022 |

| | | | |
|--|-------------------------------|--|-----------------|
| Rapids IA 52405 | After School | 2:55 p.m. – 6:00 p.m. | |
| Cedar River Academy 720 7th Ave. SW, Cedar Rapids IA 52404 | Before School After School | 6:30 a.m. – 7:50 a.m. 2:55 p.m. – 6:00 p.m. | August 22, 2022 |
| Erskine Elementary 600 36th St. SE, Cedar Rapids IA 52403 | Before School After School | 6:30 a.m. – 7:50 a.m. 2:55 p.m. – 6:00 p.m. | August 22, 2022 |
| Garfield Elementary 1201 Maplewood Dr. NE, Cedar Rapids IA 52402 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Grant Elementary 254 Outlook Dr. SW, Cedar Rapids IA 52404 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Grant Wood Elementary 645 26th St. SE, Cedar Rapids IA 52403 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Harrison Elementary 1310 11th St. NW, Cedar Rapids IA 52405 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Hiawatha Elementary 603 Emmons Hiawatha, Cedar Rapids IA 52233 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Hoover Elementary 4141 Johnson Ave. NW, Cedar Rapids IA 52405 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Maple Grove Elementary 1300 38th St. NW, Cedar Rapids IA 52405 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Johnson STEAM Academy 355 18th St. SE, Cedar Rapids IA 52403 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Kenwood Elementary 3700 E Ave. NE, Cedar Rapids IA 52402 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Madison Elementary 1341 Woodside Dr. NW, Cedar Rapids IA 52405 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |

| | | | |
|---|--|---|-----------------|
| Nixon Elementary 200 Nixon Dr., Hiawatha, Cedar Rapids IA 52233 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Pierce Elementary 4343 Marilyn Dr. NE, Cedar Rapids IA 52402 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Truman Early Learning Center 441 West Post Rd. NW, Cedar Rapids IA 52405 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Van-Buren Elementary 2525 29th St. SW, Cedar Rapids IA 52404 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |
| Viola Gibson Elementary 6101 Gibson Dr. NE, Cedar Rapids IA 52411 | Before School After School Summer* | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. 7:00 a.m. – 5:30 p.m. | August 22, 2022 |
| West Willow Elementary 6225 First Ave. SW, Cedar Rapids IA 52445 | Before School After School Summer* | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. 7:00 a.m. – 5:30 p.m. | August 22, 2022 |
| Wright Elementary 1524 Hollywood Blvd. NE, Cedar Rapids IA 52402 | Before School After School | 6:30 a.m. – 8:50 a.m. 3:50 p.m. – 6:00 p.m. | August 22, 2022 |

CONSENT AGENDA

BA-22-208 Agreement – Cedar Rapids Community School District and Elizabeth Binger – Magnet Schools Assistance Program Submission (Adam Zimmermann)

Exhibit: BA-22-208.1

Action Item

Pertinent Fact(s):

The Agreement will provide for grant-writing and coordination services in support of a grant application package for the Cedar Rapids Community School District to be submitted to the US Department of Education’s Office of Elementary and Secondary Education – Magnet School Assistance Program. Anticipated timeline of work to be completed is January 15, 2022 – June 30, 2022.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Elizabeth Binger for grant writing and coordination services in support of Magnet School Assistance Program application package submission.

**Agreement between
Cedar Rapids Community School District and Elizabeth Binger
for 2022 CRCSD MSAP Proposal**

Summary of Work to be Provided:

Provide grant-writing and coordination services in support of a grant application package for the Cedar Rapids Community School District (CRCSD) to be submitted to the US Department of Education's Office of Elementary and Secondary Education – Magnet School Assistance Program.

Anticipated Timeline of Work to be Completed:

January 15, 2022 – June 30, 2022 (subject to timelines in final notice of funding opportunity from the US Department of Education)

Scope of Services:

1. Attend/participate in in planning meetings with the CRCSD central office and school teams;
2. Work with CRCSD teams to interpret grant guidelines and guidance;
3. Develop a "Work Plan" that will support the timely development and complete submission of the CRCSD 2022 proposal;
4. Coordinate with CRCSD to gather materials and information necessary for a strong proposal;
5. Draft grant proposal
6. Using data, information, and narratives collected, edit and combine materials to ensure that the proposal speaks with one consistent and compelling voice, recognizing that final approval/decision on proposal content rests with CSCSD; and
7. Provide technical assistance on the USDOE grant submission process.

Cost to be Charged for Work: \$7,000

Cedar Rapids Community School District

Elizabeth Binger

Laurel A. Day, Board Secretary

Date

Date

CONSENT AGENDA

BA-22-209 Agreement – Cedar Rapids Community School District and Novus Insight, Inc. - Magnet School Lottery Services – 2022-2023 School Year (Adam Zimmermann)

Exhibit: BA-22-209.1-5

Action Item

Pertinent Fact(s):

1. Novus Insights provides application and lottery services to Cedar Rapids Community School District. The Agreement encompasses 3 lotteries for 6 schools within the District (3 Elementary, 2 Middle, 1 High school - Community Magnet High grades 9 & 10). Pricing encompasses managing the online application process and lottery for each school, plus supporting the application and CRCSD administrators throughout the year.
2. Scope of services will include:
 - a. Application and lottery customization
 - b. Running practice lottery using school data
 - c. Running live lottery
 - d. Unlimited administrator accounts
 - e. Year-round application access for parents and administrators
 - f. Year-round phone and email support
 - g. Lottery consulting services
 - h. Private Cloud application hosting, backup services, application data retention, and audit logging.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Novus Insight, Inc. for the 2022-2023 School Year.

Novus Choice School Lottery: 2022-2023 School Year

Quote #004137 v2

Prepared For:

Cedar Rapids Community School District

Adam Zimmermann
355 18TH STREET SE
CEDAR RAPIDS, IA 52403

P: (319) 558-2174

E: azimmermann@crschools.us

Prepared By:

Novus Insight, Inc

Joe McGrattan
222 Pitkin Street Suite 101
East Hartford, CT 06108

P: 860.282.4200

E: jmcgrattan@novusinsight.com

Date Issued:

01.04.2022

Expires:

01.27.2022

Proposal Summary

This service renewal proposal is for providing application and lottery services to Cedar Rapids Community School District. The proposal encompasses 3 lotteries for 6 schools within the district (3 elementary, 2 middle, 1 high school - Community Magnet High grades 9 & 10). Pricing encompasses managing the online application process and lottery for each school, plus supporting the application and CRCSD administrators throughout the year.

The following services are included:

Pre-lottery

- All consulting, branding modifications, and changes to system preferences as required
- Any needed changes to CRCSD's application settings and system configuration for collecting student application data
- Providing CRCSD with access to all its application data
- Running test lotteries with school data (if needed)
- Any additional administrator training needed

Lottery

- Running a spring lottery
- Year-long access to the NovusChoice software platform

Post-lottery

- Running the ongoing "wait list" for schools, if requested
- Providing ongoing help-desk support to school administrative staff (unlimited number of administrative accounts available)

Features & Functionality

Novus Choice Offers:

- Single Sign-on – Parents manage applications for multiple children from one place
- Powerful Reporting Features – Customizable reports to analyze demographics and generate charts, conforming to State and other standards
- Easy Application Management – Admins can add, edit and verify multiple applications simultaneously
- Rapid Response To Customer Inquiries – Same-day administrative and technical assistance to all customers, whether for a single school or an entire district
- Waiting Lists – Automatically generated for prospective students
- Push-Button Lottery – Runs within seconds, regardless of the number of applications
- Registration Integration – Information from applications can be used to pre-fill student registration forms and register online
- Exportable Data – Output application results and registration data to Excel, CSV or other formats
- Email Notifications – Ability to configure email per lottery for a range of alerts and notifications
- Multi-lingual Support – English, Spanish and many other languages supported
- High Levels Of Security – 256-bit encryption and other measures ensure data protection and integrity
- Mobile-friendly Platform – Accessible from anywhere, using any device
- Fully Transparent – Every action taken in the public and administrative areas are logged and auditable
- Flexible Lottery Rules – Easily adjustable to each school's specific needs

- Reliability – privately hosted on a redundant database cluster within the Novus Insight Private Cloud, with all application data backed up twice a day

FAQs

Who is Novus Insight?

A technology services company based in East Hartford, CT that was spun off from a 501(c)(3) nonprofit. We develop customizable applications like Novus Choice and provide technology-related services to schools, municipalities and nonprofits.

What is Novus Insight's experience with school lotteries?

We have been developing lottery software and running lotteries for private, parochial and public schools since 2012, initially as a joint venture with Goodwin College. Our approach is to integrate with your lottery process using software that is very flexible and customizable. We don't want schools to have to alter their processes to fit our software.

How does the Novus Choice software work?

Parents register online for a single sign-on account they can use to submit one or more applications for one or more children. Parents next fill out and submit applications online while the application period is open. A lottery is then run and generates a list of students randomly selected based on a school's preference criteria and any other selection criteria. Also generated is a waiting list of students. Automated emails can be sent to all parents notifying them of their child's placement or wait list rank. Selected applicants can accept or decline their seat online. When seats are declined and become available, wait list students are moved into the open seats and parents are notified via email. Alternatively, parents can log into their dashboard to see their child's position on the wait list.

Can the Novus Choice Solution be customized for my school?

Yes, the system is designed for flexibility in a way that allows for various forms of customization without a considerable amount of work. This gives schools their own look, feel and functionality at an affordable price.

How long does the online application process and running a lottery take?

Filling out and submitting an application typically takes about 10 minutes. Running a lottery takes no more than a few minutes once everything is set up.

Do administrators need to be technically savvy in order to effectively administer Novus Choice?

No, the system was designed to be used and managed by non-technically savvy people. The large majority of lottery administrators we currently support are non-technical.

Reporting is an important feature to us. Does Novus Choice offer robust reporting?

Yes, it is one of the strongest facets of the system. Instant, ad-hoc reporting on all of the demographic data is available, and there are no additional fees tied to reporting.

What level of customer service should I expect?

The Novus Choice help desk is located in East Hartford, CT and is co-located with the Novus Choice development team. All administrative and technical support requests are addressed and assigned the same day, and the large majority of these are worked on and resolved within a few hours. Personal and highly responsive support is something that differentiates us from most other school lottery service providers.

Where is the Novus Choice application hosted?

On a redundant database cluster within the Novus Insight Private Cloud. All application data is backed up twice a day, and system availability has consistently been 99.99% for a number of years.

What logging and auditing capabilities exist?

Every action from a parent or administrator is logged and auditable. The system is completely transparent from an audit perspective. Also, all logging data is backed up daily and archived indefinitely.

Can I register students online who have been selected and accept?

Yes, the system includes a sophisticated but user-friendly form developer that can be used to replicate your paper registration forms or customize new ones. Information from the application prefills fields in the registration form, and parents can submit the form online. Data from the registration form can then be exported in a format that can easily be imported by a school information system.

Are multiple languages supported?

Over 100 languages are supported.


What factors will affect the price of this service?

Throughout the year, the amount of support time required by your school administrators and the overall complexity and quantity of lotteries will determine the following year's agreement pricing. The price of the service is subject to increase or decrease yearly based on these factors.

| Software Services Fees | | Price |
|--|--|-------------------|
| NCCAPP17 | Novus Choice Application & Lottery Services Lottery services include: <ul style="list-style-type: none"> • Application and lottery customization • Running practice lottery using school data • Running live lottery • Unlimited administrator accounts • Year-round application access for parents and administrators • Year-round phone and email support • Lottery consulting services | \$6,300.00 |
| HWEB17 | Novus Choice Application Hosting Private Cloud application hosting, backup services, application data retention, and audit logging. | \$600.00 |
| This agreement will be active from the date of client execution through December 31, 2022. | | |
| See Appendices E & F for further detail on lottery services and support provided. | | |
| Subtotal | | \$6,900.00 |

| Quote Summary | Total Amount |
|------------------------|-------------------|
| Software Services Fees | \$6,900.00 |
| Total: | \$6,900.00 |

One invoice will be submitted at the beginning of the term. Taxes, shipping, handling and other fees may apply. The full terms and conditions can be found at <https://novusinsight.com/master-services-terms-conditions/>. This proposal expires in 45 days from creation. Payment is due within 30 days of invoice.

| Acceptance | |
|--|---|
| Novus Insight, Inc  Daniel Salazar <hr/> Signature / Name 01/04/2022 <hr/> Date | Cedar Rapids Community School District <hr/> Signature / Name Initials <hr/> Date |

Appendix A - Rate Structure

Novus Insight's breadth of experience and knowledge is a valuable resource for our clients and Novus is always ready to take on additional challenges. Should our client request additional services or projects that fall outside the scope of this proposal Novus will be pleased to provide a separate proposal detailing the additional services and related cost based on our standard rates.

Service Consultant Tiers and Rates:

There are 5 Tiers of IT staff selected based on the client's requirements in support of any project.

- Tier I staff handle desktop support, workstation installations, workstation software patches, workstation security updates, user password resets, printing issues, and day-to-day issues confronting most users in an organization. \$95/hr; \$142/emergency hr*
- Tier II staff support users and smaller networks. They also can assist with technical projects that can impact small numbers of users, such as wireless controller configurations in small office environments. In addition, they can manage and maintain small networks that Tier III and Tier IV consultants have deployed. \$110/hr; \$165/emergency hr*
- Tier III staff manage smaller networks, can perform basic server migrations, and can handle technical projects that can impact many users, such as a larger network's switching and firewalls. In addition, they can manage and maintain more complex networks that Tier IV consultants have deployed. \$145/hr; \$218/emergency hr*
- Tier IV staff focus on larger technology deployments. Examples of Tier IV projects include setting up private cloud infrastructure, migrating environments to the cloud, virtualizing servers, virtualizing a desktop environment, and assessing the security profile of a network. Non-technical examples of Tier IV include strategic technology planning and consulting for smaller organizations. \$175/hr; \$262/emergency hr*
- Tier V are senior advisors and are responsible for strategic consulting at the intersections of process, technology, strategy, and mission. While these professionals tend to not to work directly with technology, there may be examples of highly specialized technology engagements that would also fit into Tier V. \$205/hr; \$305/emergency hr*

| Tier of Professional | Standard Hourly Rate | Emergency Hourly Rate* |
|---|----------------------|------------------------|
| Tier I – Support Specialist | \$95 | \$142 |
| Tier II – Senior Support Specialist | \$110 | \$165 |
| Tier III – Junior Systems Administrator | \$145 | \$218 |
| Tier IV – Senior Systems Administrator | \$175 | \$262 |
| Tier V – Senior Advisor / CISO / VCIO | \$205 | \$305 |

*Emergency Support/Special Rates services apply to emergency and/or planned projects and activities performed outside normal support hours. Emergency support will have a 4-hour response time to begin diagnosis or initiate service.

Appendix E - Novus Choice Hosting

Private Cloud Services General Conditions

Backups of servers on which the Novus Choice application is hosted will be retained for a rolling 28-day window. In addition, offsite backups to a secondary location will be retained for a rolling 28-day window.

Archiving of any kind past the rolling 28-day retention window is the responsibility of the client. We will not archive backups older than 28 days unless a special arrangement is negotiated.

Appendix F - Service & Support Details

Lottery Consulting & Management Services

Novus Choice Consulting Services provide all the expertise and tools to run a school lottery.

The consulting services include:

1. Consultation about the requirements for the district's lottery program
2. Customization of the software based on the district's requirements
3. Training for school administrators

The client's responsibilities include:

1. Helping to identify all the data elements necessary for student applications for the identified schools
2. Helping to identify all the data needed for student information system integration
3. Supplying critical timelines and deadlines for the student application process and for the school lottery(s)
4. Identifying key personnel and contacts during the customization and implementation
5. Providing first line of support for parents and students. Novus Choice provides the Tier II support that a school is unable to provide themselves.

Customization, integration, or additional consulting beyond the specified amounts in this agreement are available at additional cost (Tier II or Tier III rates) under separate agreement.

Lottery Application

The Novus Choice Lottery Application is a hosted lottery application for school districts to provide lottery selection services. This application has administrative and user features that can be customized and managed by the client's organization. The application consists of a program application that allows parents to apply their children to school choice programs, an administrative suite to allow district administrators the ability to set parameters and run both test and real lotteries, and robust reporting features.

Application Support

Help desk services include email and phone support 5 days per week, 9 hours per day (8 AM to 5 PM) with a response time of less than 1 hour to begin diagnosis via phone support, management agent, or email ticket system. Email development@novusinsight.com with a detailed description of your issue for assistance.

As a secondary method of contact, call 860-282-4200 and dial 1 at the prompt. Call the help desk in an emergency situation when you need immediate attention, and they will contact the Application Development team. Identify yourself as a Novus Choice client. Even in an emergency situation, still send an email to development@novusinsight.com to generate a ticket and alert the Novus Choice team. In many situations, they are able to address an issue on the spot. This support service is for lottery administrators, not for parents to use directly as a first point of contact.

Emergency support is initiated by client request and will be provided at special/emergency rates, detailed in the rate structure portion of this agreement, for projects and activities that are not covered under this agreement and are performed during non-support hours. This special/emergency support will have a 4-hour response time to begin diagnosis or initiate service.

CONSENT AGENDA

BA-22-210 Bargaining and Meet and Confer Teams (Linda Noggle)

Exhibit: BA-22-210.1

Action Item

Pertinent Fact(s):

The Bargaining and Meet and Confer teams for the upcoming negotiation sessions are submitted for the Board's consideration and approval.

Recommendation:

It is recommended that the Board of Education approve the proposed Bargaining and Meet and Confer Teams.

Teachers

Team

Linda Noggle - Chief Negotiator
Supt Noreen Bush
Dave Nicholson
Karla Hogan
Nicole Kooiker
Jason Kline
Greg O'Connell
Autumn Pino
Cynthia Phillips
Adam Zimmermann

Teacher Associates (Paras)

Team

Linda Noggle - Chief Negotiator
Dave Nicholson
Karla Hogan
Wendy Parker
Dawn Embretson

**COMPLETED - NO ACTION
NEEDED**

Secretarial/Clerical

Team

Linda Noggle - Chief Negotiator
Dave Nicholson
Karla Hogan
Craig Barnum

Custodians

Team

Linda Noggle - Chief Negotiator
Dave Nicholson
Karla Hogan
Matt Dunbar
EJ Brink
Jon Galbrieth

Food Service

Team

Linda Noggle, Chief Negotiator
Dave Nicholson
Karla Hogan
Jenny Hook

Bus Drivers/Attendants

Team

Linda Noggle, Chief Negotiator
Dave Nicholson
Karla Hogan
Scott Wing
Nicole Kooiker

Carpenters

Team

Linda Noggle- Chief Negotiator
Dave Nicholson
Karla Hogan
Jon Galbraith

Painters

Team

Linda Noggle- Chief Negotiator
Dave Nicholson
Karla Hogan
Jon Galbraith

MEET & CONFER

Non-Administrative

Team

Linda Noggle, Chief spokesperson

MEET & CONFER

Administrators

Team

Linda Noggle, Chief spokesperson

Superintendent

Board's Liaison, Linda Noggle

CONSENT AGENDA

**BA-22-211 Purchasing Register - Network Switches Upgrade - Elementary Schools
(Jeff Lucas/Carissa Jenkins)**

Action Item

Pertinent Fact(s):

The Elementary Schools network switches were last upgraded 4 years ago and are on schedule for replacement. The Technology team is seeking bids to replace the hardware for 105 Network Switches. The purchase payment will be offset by applying for eRate funding.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register - Network Switches Upgrades for the Elementary Schools.

CONSENT AGENDA

**BA-22-212 Final Approval - Harding Middle School - Roof Improvement Project -
Certificate of Substantial Completion (Jason Lietz)**

Exhibit: BA-22-212.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$744,000.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on December 9, 2021.

Recommendation:

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

AIA® Document G704® – 2017

Certificate of Substantial Completion

| | | |
|---|--|--|
| PROJECT: <i>(name and address)</i> CRCSD 2021-22 Roof Improvements Bid Package 1 - Harding Middle School Cedar Rapids, Iowa | CONTRACT INFORMATION: Contract For: General Construction Date: January 12, 2021 | CERTIFICATE INFORMATION: Certificate Number: 001 Date: October 13, 2021 |
| OWNER: <i>(name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405 | ARCHITECT: <i>(name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402 | CONTRACTOR: <i>(name and address)</i> Advance Builders Corps 325 Waconia Court SW Cedar Rapids, Iowa 52404 |

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

Project Area

Solum Lang Architects,
LLC

ARCHITECT *(Firm Name)*


SIGNATURE

Darci Lorensen,
Architect

PRINTED NAME AND TITLE

September 19, 2021

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

N/A

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 thirty (30) days from the above date of Substantial Completion.

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

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

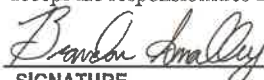
The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Advance Builders Corps
CONTRACTOR *(Firm*

Name)

Cedar Rapids Community
School District

OWNER *(Firm Name)*


SIGNATURE

SIGNATURE

Brandon Smalley,

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

December 09, 2021

DATE

DATE

APPLICATION FOR PAYMENT

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

PROJECT: CRCSD Harding 2021
CRCSD Harding MS Roof Improvements 21-
Cedar Rapids, IA

APPLICATION NO. 5 Final
PERIOD TO: 09/24/2021
PROJECT #s: CRCSD Harding 2021

Distribution to:
 OWNER
 CONTRACTOR
 ARCHITECT

FROM CONTRACTOR: Advance Builders Corp
707 27th Ave. SW
Cedar Rapids,, IA 52404

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

CONTRACT DATE: 01/12/2021

CONTRACT FOR: CRCSD Harding MS Roof Imp 21-22

CONTRACTOR'S SUMMARY OF WORK

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

1. ORIGINAL CONTRACT AMOUNT \$744,000.00

2. NET CHANGE BY CHANGE ORDERS

3. CONTRACT AMOUNT TO DATE (Line 1 +/- 2) \$744,000.00

4. TOTAL COMPLETED AND STORED TO DATE \$744,000.00
(Column G on Continuation Page)

5. RETAINAGE:

a. 0.00% of Completed Work \$0.00
(Columns D + E on Continuation Page)

b. 0.00% of Stored Material \$0.00
(Column F on Continuation Page)

Total Retainage (Line 5a + 5b or
Column I on Continuation Page) \$0.00

6. TOTAL EARNED LESS RETAINAGE \$744,000.00
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS APPLICATIONS FOR PAYMENT..... \$706,800.00
(Line 6 from prior Application)

8. CURRENT PAYMENT DUE..... **\$37,200.00**

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$0.00
(Line 3 minus Line 6)

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

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

CONTRACTOR: Advance Builders Corp

By:

Brandon Smalley

Date:

9-24-21

State of: IOWA

County of: Linn

Subscribed and sworn to before

me this 24th day of SEPT 2021

Notary Public:

Brandon Smalley

My Commission Expires: 4/5/2024



ARCHITECT'S CERTIFICATION

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

AMOUNT CERTIFIED **\$37,200.00**

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

ARCHITECT:

Solum Lang Architects

By:

Darci Jensen

Date:

12/10/21

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

CONTINUATION PAGE

APPLICATION FOR PAYMENT

PROJECT:

CRCSD Harding 2021

APPLICATION NO.:

5 Final

containing Contractor's signed Certification is attached.

CRCSD Harding MS Roof Improvements

APPLICATION DATE:

09/24/2021

Use Column I when variable retainage for line items may apply.

PERIOD TO:

09/24/2021

PROJECT #s:

CRCSD Harding 2021

| A ITEM # | B WORK DESCRIPTION | C SCHEDULED VALUE | D COMPLETED WORK | | F STORED MATERIALS (NOT IN D OR E) | G | | H BALANCE TO COMPLETION (C-G) | I RETAINAGE (IF VARIABLE RATE) |
|---------------|--------------------------------------|----------------------|-----------------------------------|-------------|---------------------------------------|--|-----------|----------------------------------|-----------------------------------|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | TOTAL COMPLETED AND STORED (D + E + F) | % (G / C) | | |
| | | | | | | | | | |
| 1 | mobilization | \$2,000.00 | \$2,000.00 | \$0.00 | \$0.00 | \$2,000.00 | 100% | \$0.00 | |
| 2 | Materials | \$425,000.00 | \$425,000.00 | \$0.00 | \$0.00 | \$425,000.00 | 100% | \$0.00 | |
| 3 | Labor | \$225,000.00 | \$225,000.00 | \$0.00 | \$0.00 | \$225,000.00 | 100% | \$0.00 | |
| 4 | Equipment | \$60,000.00 | \$60,000.00 | \$0.00 | \$0.00 | \$60,000.00 | 100% | \$0.00 | |
| 5 | Misc, (warranty, freight, bond, etc) | \$32,000.00 | \$32,000.00 | \$0.00 | \$0.00 | \$32,000.00 | 100% | \$0.00 | |
| TOTALS | | \$744,000.00 | \$744,000.00 | \$0.00 | \$0.00 | \$744,000.00 | 100% | \$0.00 | |

CONSENT AGENDA

BA-22-213 Final Approval - Polk Alternative Education Center - Fire Alarm Replacement Project - Certificate of Substantial Completion (Jason Lietz)

Exhibit: BA-22-213.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$79,890.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 25, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Polk AEC - Fire Alarm Replacement Project.



Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
CRCSD 2021-22 Fire Alarm Replacement
- Polk Alternative Education Center
Cedar Rapids, Iowa

CONTRACT INFORMATION:
Contract For: General Construction

Date: February 09, 2021

CERTIFICATE INFORMATION:
Certificate Number: 001

Date: August 25, 2021

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
1101 Old Marion Rd NE
Cedar Rapids, 52402

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

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 Area

Solum Lang Architects
ARCHITECT *(Firm Name)*


SIGNATURE

Darci Lorensen, Architect
PRINTED NAME AND TITLE

August 20, 2021
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

(Identify the list of Work to be completed or corrected.)

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 thirty (30) days from the above date of Substantial Completion.


Cost estimate of Work to be completed or corrected: \$1200.00

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:

Streff Electric, Inc.
CONTRACTOR *(Firm Name)*


SIGNATURE

Matt Shaver
PRINTED NAME AND TITLE

8/25/21
DATE

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

SIGNATURE

PRINTED NAME AND TITLE

DATE

Application and Certificate For Payment
Page 1 of: 2

TO: Cedar Rapids Community School District
From: Streff Electric, Inc
751 Center Point Rd NE
Cedar Rapids, IA 52402

Project: CRSD Polk Fire Alarm
Architect: Solum Lang Architects
1101 Old Marion Road NE
Cedar Rapids, IA 52402

Application #: 4
Period To: 12/31/21
Contract Date:
PO#20022-J
Invoice #: RETAINAGE

Application for Payment

| | | | |
|--|----|-----------|-----------|
| 1. Original Contract Sum: | \$ | 79,890.00 | |
| 2. Net change by Change Orders: | \$ | - | |
| 3. Contract Sum to Date: | \$ | 79,890.00 | |
| 4. Total Completed & Stored To Date: | \$ | 79,890.00 | |
| 5. 5% of Completed Work: | \$ | 3,994.50 | |
| 6. 5% of Stored Material: | \$ | - | |
| 7. Total Earned Less Retainage: | \$ | 79,890.00 | |
| 8. Less Previous Certificates for Pmt: | \$ | 75,895.50 | |
| 9. Current Payment Due: | \$ | 3,994.50 | Retainage |
| 10. Balance to Finish Including Retainage: | \$ | - | |

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 the current payment shown herein is now due.

Contractor: Streff Electric, Inc.
By: Matt N Shaver, President **Date:** 12/16/2021
State of: Iowa **County of:** Linn
Subscribed and sworn to before me this: 16th **day of:** Dec, 21
Notary Public: Amanda E Garman
My Commission Expires:

Matt N Shaver

Amanda E Garman

| Change Order Summary: | Additions | Deductions |
|--|-----------|------------|
| Total Approved in Previous Months by Owner | \$ - | \$ - |
| Total Approved This Month | \$ - | \$ - |
| Totals: | \$ - | \$ - |
| Net Changes by Change Order: | \$ - | \$ - |

CERTIFICATE FOR PAYMENT

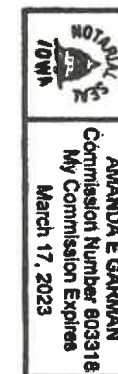
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: \$ **3,994.50**

Attach explanation if amount 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.

Architect: Solum Lang Architects
By: *Danica Jensen* **Date:** 12/17/21

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 under this contract.



CONSENT AGENDA

BA-22-214 **Final Approval - Johnson STEAM Academy - Boiler Replacement Project - Certificate of Substantial Completion (Jon Galbraith/Thadd Scott)**

Exhibit: BA-22-214.1-2

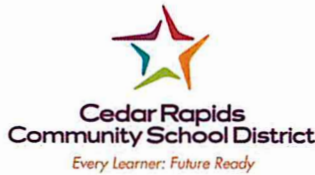
Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$83,414.55 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on November 18, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Johnson STEAM Academy - Boiler Replacement Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Johnson STEAM Academy Boiler Replacement Project

CONTRACTOR: All Temp Refrigeration

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: \$83,414.55
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$83,414.55

CONTRACT DATE: June 3, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Replace Steam boiler with two high efficiency hot water boilers.

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

All Temp Refrigeration

Name

11-18-21
Date

Project Supervisor

Paul Kluesner

Name

11-18-21
Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

Invoice



All Temp Refrigeration LLC

5907 4th Street SW, Suite 250
Cedar Rapids, IA 52404

Phone #: 319-362-8367
Fax #: 319-247-7087

| Vendor # | Invoice Date | Invoice # |
|----------|--------------|------------|
| 441 | 12/3/2021 | 212-4474-2 |
| | | Terms |
| | | Net 30 |

| Bill To |
|--|
| Cedar Rapids Community School District Accounting Department PO Box 879 Cedar Rapids, IA 52406-0879 |

| Job Site |
|--|
| Johnson STEAM Academy 355 18th St. SE Cedar Rapids, IA 52403 |

| Project | Quote No. | Work Order No. | P.O. No. |
|---------|-----------|----------------|----------|
| | 213-8065 | | 0027605 |

| Description | Amount |
|-----------------------------------|----------|
| Boiler replacement - 5% Retainage | 4,170.73 |

| | | |
|--|-------------------------|------------|
| Remit To: All Temp Refrigeration 5907 4th Street SW, Suite 250 Cedar Rapids, IA 52404 | Subtotal | \$4,170.73 |
| | Sales Tax (0.0%) | \$0.00 |
| | Payments/Credits | \$0.00 |
| | Balance Due | \$4,170.73 |

A FINANCE CHARGE OF 1-1/2% PER MONTH, OR 18% PER YEAR, WILL BE CHARGED ON ALL ACCOUNTS 30 DAYS OR MORE PAST DUE. MINIMUM FINANCE CHARGE OF \$.50 PER MONTH.

CONSENT AGENDA

BA-22-215 Final Approval - McKinley Middle School - Secure Entrance and Office Project - Certificate of Substantial Completion (Jon Galbraith)

Exhibit: BA-22-215.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$392,000.00, plus net change orders in the amount of \$12,776.84, for a final contract price of \$404,776.84 and funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on December 8, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - McKinley Middle School - Secure Entrance and Office Project.

 **AIA® Document G704® – 2017**

Certificate of Substantial Completion

| | | |
|---|--|---|
| PROJECT: <i>(name and address)</i> CRCSD Entry & Office - McKinley Middle School Cedar Rapids | CONTRACT INFORMATION: Contract For: General Construction Date: April 14, 2021 | CERTIFICATE INFORMATION: Certificate Number: 001 Date: September 22, 2021 |
| OWNER: <i>(name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405 | ARCHITECT: <i>(name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402 | CONTRACTOR: <i>(name and address)</i> Tricon General Construction, Inc. 746 58th Avenue Court SW Cedar Rapids, Iowa 52404 |

The 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 as described in the Construction Documents.

| | | | |
|--|--|--|--|
| Solum Lang Architects, LLC ARCHITECT <i>(Firm Name)</i> |  SIGNATURE | Brad Lang, Partner + Architect PRINTED NAME AND TITLE | September 8, 2021 DATE OF SUBSTANTIAL COMPLETION |
|--|--|--|--|

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

Issued punch list items and final door and trim installation.


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: \$

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:

| | | | |
|--|---|---|------------------------|
| Tricon General Construction, Inc. CONTRACTOR <i>(Firm Name)</i> |  SIGNATURE | Travis Runke PM PRINTED NAME AND TITLE | 10/8/21 DATE |
| Cedar Rapids Community School District OWNER <i>(Firm Name)</i> | SIGNATURE | Jon Galbraith, Building and Grounds Manager PRINTED NAME AND TITLE | DATE |

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:
Cedar Rapids Community School District
Educational Leadership Support Center
2500 Edgewood Road NW
Cedar Rapids, IA 52405

PROJECT:
CRCSD Entry & Office - McKinley MS
Cedar Rapids

APPLICATION NO: 07
APPLICATION DATE: 12/08/21
PERIOD TO: 12/08/21
PROJECT NO: 20022-F

Distribution to:
OWNER
CONSTRUCTION
MANAGER
ARCHITECT
CONTRACTOR
OTHER
OTHER

FROM CONTRACTOR:
Tricon General Construction
1230 East 12th Street
Dubuque, IA 52001

CONTRACT DATE: 04/14/21

CONTRACT FOR: General Construction

VIA ARCHITECT: Solum Lang Architects 1101 Old Marion Rd NE, Cedar Rapids, IA 52-

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.

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.

| | |
|--|--------------|
| 1. ORIGINAL CONTRACT SUM | \$392,000.00 |
| 2. Net change by Change Orders | \$12,776.84 |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) | \$404,776.84 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) | \$404,776.84 |
| 5. RETAINAGE: | |
| a. 5% of Completed Work (Column D + E on G703) | \$0.00 |
| b. 5% 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 | \$404,776.84 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$384,538.00 |
| 8. CURRENT PAYMENT DUE | \$20,238.84 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$0.00 |

CONTRACTOR: Tricon Construction Group

By: Cindy Holts Date: 12-08-2021

State of: Iowa County of: Dubuque
Subscribed and sworn to before me this 8th day of December 2021
Notary Public:

Mary K. Stone



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 \$ 20,238.84

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

ARCHITECT: Solum Lang Architects

By: Darci Fousen Date: 12/8/21

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

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|---|-------------|------------|
| Total changes approved in previous months | \$12,776.84 | |
| Total approved this Month | | |
| TOTALS: | \$12,776.84 | \$0.00 |
| NET CHANGES by Change Order: | \$12,776.84 | |

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA DOCUMENT G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 07

APPLICATION DATE: 12/8/2021

PERIOD TO: 12/8/2021

ARCHITECT'S PROJECT NO: 20022-F

| 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) | | |
| 01 | General Conditions | \$35,000.00 | \$35,000.00 | | | \$35,000.00 | 100.0% | \$0.00 | \$0.00 |
| 02 | Bond | \$6,817.00 | \$6,817.00 | | | \$6,817.00 | 100.0% | \$0.00 | \$0.00 |
| 03 | Permit | \$3,800.00 | \$3,800.00 | | | \$3,800.00 | 100.0% | \$0.00 | \$0.00 |
| 04 | Demolition | \$21,550.00 | \$21,550.00 | | | \$21,550.00 | 100.0% | \$0.00 | \$0.00 |
| 05 | Masonry | \$3,900.00 | \$3,900.00 | | | \$3,900.00 | 100.0% | \$0.00 | \$0.00 |
| 06 | Steel | \$4,195.00 | \$4,195.00 | | | \$4,195.00 | 100.0% | \$0.00 | \$0.00 |
| 07 | Steel Labor | \$2,650.00 | \$2,650.00 | | | \$2,650.00 | 100.0% | \$0.00 | \$0.00 |
| 08 | Casework | \$52,500.00 | \$52,500.00 | | | \$52,500.00 | 100.0% | \$0.00 | \$0.00 |
| 09 | Casework Labor | \$12,680.00 | \$12,680.00 | | | \$12,680.00 | 100.0% | \$0.00 | \$0.00 |
| 10 | Doors/Hardware | \$32,000.00 | \$32,000.00 | | | \$32,000.00 | 100.0% | \$0.00 | \$0.00 |
| 11 | Doors/Hardware Labor | \$2,450.00 | \$2,450.00 | | | \$2,450.00 | 100.0% | \$0.00 | \$0.00 |
| 12 | Rough Carpentry | \$6,800.00 | \$6,800.00 | | | \$6,800.00 | 100.0% | \$0.00 | \$0.00 |
| 13 | Fire Curtain | \$9,800.00 | \$9,800.00 | | | \$9,800.00 | 100.0% | \$0.00 | \$0.00 |
| 14 | Aluminum Storefront | \$25,500.00 | \$25,500.00 | | | \$25,500.00 | 100.0% | \$0.00 | \$0.00 |
| 15 | Security Window | \$3,200.00 | \$3,200.00 | | | \$3,200.00 | 100.0% | \$0.00 | \$0.00 |
| 16 | Wood Window | \$4,800.00 | \$4,800.00 | | | \$4,800.00 | 100.0% | \$0.00 | \$0.00 |
| 17 | Gypsum Assemblies | \$34,500.00 | \$34,500.00 | | | \$34,500.00 | 100.0% | \$0.00 | \$0.00 |
| 18 | ACT | \$5,600.00 | \$5,600.00 | | | \$5,600.00 | 100.0% | \$0.00 | \$0.00 |
| 19 | Terrazzo | \$1,800.00 | \$1,800.00 | | | \$1,800.00 | 100.0% | \$0.00 | \$0.00 |
| 20 | Flooring | \$5,500.00 | \$5,500.00 | | | \$5,500.00 | 100.0% | \$0.00 | \$0.00 |
| 21 | Paint | \$6,350.00 | \$6,350.00 | | | \$6,350.00 | 100.0% | \$0.00 | \$0.00 |
| 22 | Plumbing/HVAC | \$29,700.00 | \$29,700.00 | | | \$29,700.00 | 100.0% | \$0.00 | \$0.00 |
| 23 | Electrical | \$80,908.00 | \$80,908.00 | | | \$80,908.00 | 100.0% | \$0.00 | \$0.00 |
| 24 | | | | | | | | | |
| 25 | Change Order #001 | \$12,776.84 | \$12,776.84 | | | \$12,776.84 | 100.0% | \$0.00 | \$0.00 |
| 26 | | | | | | | | | |
| 27 | | | | | | | | | |
| 28 | | | | | | | | | |
| 29 | | | | | | | | | |
| 30 | | | | | | | | | |
| 31 | | | | | | | | | |
| 32 | | | | | | | | | |
| | Grand Total | \$404,776.84 | \$404,776.84 | \$0.00 | \$0.00 | \$404,776.84 | 100.0% | \$0.00 | \$0.00 |

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

CONSENT AGENDA

BA-22-216 Preliminary Approval - Franklin, McKinley and Roosevelt Middle Schools - Auditorium Heat Pump Replacement Projects (Tammy Carter)

Exhibit: BA-22-216.1

Action Item

Pertinent Fact(s):

1. The administration herewith submit specification, and form of contract for Cedar Rapids Community School District Franklin, McKinley and Roosevelt Middle Schools - Auditorium Heat Pump Replacement Projects.
2. Schedule leading to Award of Contract:

| | | |
|--------------------------|---------|-------------------|
| Notice to Bidders | Publish | January 13, 2022 |
| Receive Bids | 2:30pm | February 3, 2022 |
| Notice of Public Hearing | Publish | February 9, 2022 |
| Hold Public Hearing | 5:30pm | February 14, 2022 |
| Award Contract | 5:30pm | February 14, 2022 |
3. The project consists of auditorium heat pump replacements at Franklin, McKinley and Roosevelt Middle Schools. The Architect's estimate for construction is \$675,000 and the funding source for the project is PPEL.

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Franklin, McKinley and Roosevelt Middle Schools - Auditorium Heat Pump Replacement Projects.



January 4, 2022

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

RE: Probable Cost of CRCSD 2022-23 Auditorium Heat Pump Replacements –
Franklin, McKinley, & Roosevelt Middle School

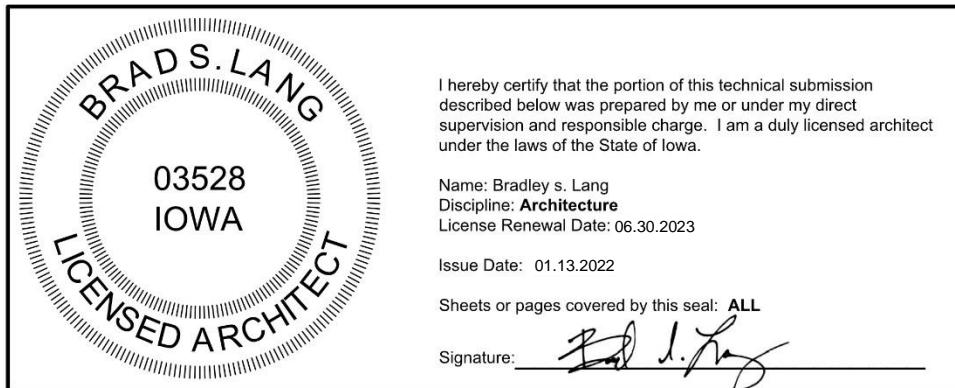
Dear Jon:

In accordance with Iowa Code 38.3(2), the total probable cost of labor, materials, equipment, and supplies (excluding architectural & engineering design and construction services) for the above-mentioned project is as follows:

Total Estimated Cost of Construction: \$675,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Tammy Carter, CRCSD
Traci Rozek, CRCSD

*The Architect, as a design professional familiar with the construction industry, has prepared the Opinion of Probable Construction Costs. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's method of determining bid prices, or over competitive bidding, market, or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Opinion of Probable Construction Costs.

CONSENT AGENDA

**BA-22-217 Preliminary Approval - Jackson Elementary School - Demolition Project
(Jon Galbraith)**

Exhibit: BA-22-217.1

Action Item

Pertinent Fact(s):

1. The administration herewith submit specification, and form of contract for Cedar Rapids Community School District - Jackson Elementary School - Demolition Project.
2. Schedule leading to award of contract:

| | | |
|--------------------------|---------|-------------------|
| Notice to Bidders | Publish | January 13, 2022 |
| Receive Bids | 2:30pm | February 3, 2022 |
| Notice of Public Hearing | Publish | February 9, 2022 |
| Hold Public Hearing | 5:30pm | February 14, 2022 |
| Award Contract | 5:30pm | February, 2022 |
3. The project consists of the demolition of the entire existing Jackson Elementary School. The Architect's estimate for construction is \$220,000.00 and the funding source for the project is SAVE.

Recommendation:

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



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

January 5, 2022

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

RE: Probable Cost of Demolition of Existing Jackson at the 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: \$220,000.00

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: 06.30.2023
Issue Date: 1.11.2022

Sheets of pages covered by this seal: ALL

Signature: _____

A handwritten signature in blue ink that reads 'Roger B. Worm'. The signature is written over a horizontal line that serves as the signature line.

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

CONSENT AGENDA

BA-22-218 Preliminary Approval - New Elementary School at the Jackson (Maple Grove) Elementary School Site - Playground Installation Project (Jon Galbraith)

Exhibit: BA-22-218.1

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 (Maple Grove) Elementary School Site - Playground Installation Project.
2. Schedule leading to award of contract:

| | | |
|--------------------------|---------|-------------------|
| Notice to Bidders | Publish | January 13, 2022 |
| Receive Bids | 2:30pm | February 3, 2022 |
| Notice of Public Hearing | Publish | February 9, 2022 |
| Hold Public Hearing | 5:30pm | February 14, 2022 |
| Award Contract | 5:30pm | February 14, 2022 |
3. The project consists of the installation of new playground equipment and playground protective surfacing. The Architect's estimate for construction is \$445,000.00 and the funding source is SAVE.

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the New Elementary School at the Jackson (Maple Grove) Elementary School Site - Playground Installation Project.



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

January 5, 2022

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

RE: Probable Cost of Playground Package at the 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: \$,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
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License Renewal Date: 06.30.2023
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Signature: _____

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

BOARD GOVERNANCE

BA-22-219 Legislative Advocacy (David Tominsky/Noreen Bush)

Information Item

Pertinent Fact(s):

The Board of Education and Administration will review and discuss legislative advocacy activities and provide an overview of the recent Special Board Work Session held on December 15, 2021.



SCHOOL BOARD CALENDAR

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

2022 - JANUARY

| | | | | |
|----------|--------|---------|---|---|
| Monday | Jan 10 | 5:30 pm | Board Regular Meeting | ELSC, Board Room 2500 Edgewood Rd NW |
| Thursday | Jan 13 | 7:00 pm | Metro High School Winter Graduation | DoubleTree Hotel 350 First Ave NE |
| Monday | Jan 24 | 5:30 pm | Board Regular Meeting & Work Session | ELSC, Board Room 2500 Edgewood Rd NW |

2022- FEBRUARY

| | | | | |
|--------|--------|---------|---|---|
| Monday | Feb 14 | 5:30 pm | Board Regular Meeting | ELSC, Board Room 2500 Edgewood Rd NW |
| Monday | Feb 28 | 5:30 pm | Board Regular Meeting & Work Session | ELSC, Board Room 2500 Edgewood Rd NW |

2022- MARCH

| | | | | |
|-----------|-----------|---------|-----------------------|---|
| Mon - Fri | Mar 14-18 | | CRCSD Spring Break | |
| Monday | Mar 28 | 5:30 pm | Board Regular Meeting | ELSC, Board Room 2500 Edgewood Rd NW |

2022- APRIL

| | | | | |
|--------|--------|---------|---|---|
| Monday | Apr 11 | 5:30 pm | Board Regular Meeting | ELSC, Board Room 2500 Edgewood Rd NW |
| Monday | Apr 25 | 5:30 pm | Board Regular Meeting & Work Session | ELSC, Board Room 2500 Edgewood Rd NW |

MOMENT OF SILENCE - Transportation Manager Scott Wing

MEETING EVALUATION/ADJOURNMENT - President David Tominsky

Board Meeting: Monday, January 10, 2022