

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, September 12, 2022 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

PUBLIC HEARING

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(Jon Galbraith).....3

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

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AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the agenda of Monday, September 12, 2022, Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

PUBLIC HEARING

BA-23-092 Public Hearing – Conveyance of Property - West Willow Elementary School
(Jon Galbraith)

Information Item

Pertinent Fact(s):

Pursuant to notices published in The Cedar Rapids Gazette, a Public Hearing must be held at 5:30 p.m. on September 12, 2022, for the purpose of receiving any objections to granting the conveyance of the identified portion of property.

If no objections are presented and sustained, the recommended Board action is to give final approval to the conveyance.

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

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

CONSENT AGENDA

BA-23-000/04 Minutes - Board Meeting on August 22, 2022 (Laurel Day)

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

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the Minutes from the Meeting held on August 22, 2022.

Board Meeting: Monday, September 12, 2022

CONSENT AGENDA

BA-23-009/04 Personnel Report (Linda Noggle)

Exhibit: BA-23-009/04.1-10

Action Item Motion/2nd/Roll Call

Recommendation:

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

APPOINTMENTS - SALARIED STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Allred, Aaron	\$3,246.00	MN Tennis MS McKinley	2022-2023 School Year
Bennett, Sarah	\$47,000 (prorated)	Social Studies (0.3375 FTE) Metro	8/19/2022
Bernhard, Drew	\$3,114.00	Football Assistant Jefferson	2022-2023 School Year
Christensen, Austin	\$5,774.00	Activities Coordinator Harding	2022-2023 School Year
Christensen, Austin	\$3,515.00	Football MS Harding	2022-2023 School Year
Ciabatti, Jacob	\$816.00	MN Tennis MS Franklin	2022-2023 School Year
Hafne, Ethan	\$3,515.00	Football MS Roosevelt	2022-2023 School Year
Hall, John	\$7,700.00	Orchestra HS Kennedy	2022-2023 School Year
Hartwig, Allison	\$5,357.00	Student Government Washington	2022-2023 School Year
Hinrichs, Baylea	\$3,264.00	Volleyball MS Taft	2022-2023 School Year
Hollander, Collin	\$2,176.00	Drama Tech Assistant Kennedy	2022-2023 School Year
Jacobs, David	\$65,000.00	HR Specialist ELSC	8/22/2022
Johnson, Korey	\$1,958.00	Volleyball Assistant MS (Temp Contract) Harding	2022-2023 School Year
Kegel, Allyson	\$4,770.00	Band MS Taft	2022-2023 School Year
Koepke, Stephen	\$3,515.00	Football MS Taft	2022-2023 School Year
Lamb, Molly	\$5,774.00	Activities Coordinator Roosevelt	2022-2023 School Year

Leyh, Victoria	\$2,912.00	WM Basketball Assistant Kennedy	2022-2023 School Year
Norman, Nicole	\$51,450.00	Special Education Grant	8/22/2022
Novotny, Jennifer	\$1,958.00	Volleyball Assistant MS (Temp Contract) Harding	2022-2023 School Year
Robinson, Brittany	\$3,264.00	Volleyball MS McKinley	2022-2023 School Year
Scott, Katterin	\$46,505.00	Transition/Homeless Spc Johnson	9/6/2022
Stimmel, Sarah	\$9,373.00	Drama Head Metro	2022-2023 School Year
Tolly, Steven	\$9,374.00	Drama Tech Head Kennedy	2022-2023 School Year
Torres Duran, Benjamin	\$3,264.00	Wrestling MS McKinley	2022-2023 School Year
Tower, Andrew	\$3,766.00	WM Basketball MS McKinley	2022-2023 School Year
Tower, Andrew	\$3,264.00	Cross Country MS McKinley	2022-2023 School Year
CHANGE OF GRADE/POSITION - SALARIED STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Halapua, Scott	\$46,505.00	Special Ed Interventionist Washington	8/17/2022
Rozek, Traci	\$57,500 (prorated)	Operations Supervisor ELSC	9/3/2022
Wright, Gabriella	\$45,082.00	Special Ed Interventionist McKinley	8/17/2022
RESIGNATIONS - SALARIED STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Baker, Azhley	Personal	Sys Ops Specialist ELSC	9/9/2022
Taylor, Aminata	Personal	Payroll Manager ELSC	8/25/2022

Velasquez, Andrea	Personal	Teacher Lead/Soc Stud Wilson	8/5/2022
DEATH - SALARIED STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Blomme, Morgan		4th Grade Viola Gibson	8/12/2022
APPOINTMENTS - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Armstrong, Zachary	\$19.92	Behavior Tech Grant Wood	8/24/2022
Atkins, Anna	\$15.00	Bus Attendant ELCS	8/26/2022
Beck, Jennifer	\$15.28	Cashier McKinley	8/24/2022
Beck, Sidney	\$19.45	Transportation Driver ELSC	9/6/2022
Birkicht, Jolene	\$15.00	Food Service Asst Jefferson	8/29/2022
Brooks, Trinda	\$17.42	Custodian II Various	9/12/2022
Brune, Phillip	\$15.00	Paraprofessional Washington	9/6/2022
Borkowicz, Raela	\$15.00	Paraprofessional West Willow	8/29/2022
Bryant, Kristi	\$15.00	Paraprofessional Truman	8/24/2022
Carpenter, Haley	\$19.45	Transportation Driver ELSC	9/6/2022
Champion, Teral	\$15.00	Bus Attendant ELSC	8/30/2022
Cuddeback, Richard	\$12.65	Crossing Guard West Willow	8/22/2022
Davis, Erin	\$15.00	Paraprofessional Nixon	8/22/2022

Diers, Raeann	\$15.00	Food Service Asst Wilson	8/29/2022
Drzycimski, Melissa	\$19.92	Student Advocate Cleveland	9/12/2022
Dunshee, Sheryl	\$15.00	Food Service Asst Roosevelt	8/29/2022
Feliciano, Diana	\$15.00	Food Service Asst Johnson	8/24/2022
Frazier, Kristina	\$17.42	Custodian II Floater ELSC	8/31/2022
Galvan, Kristina	\$15.00	Paraprofessional West Willow	9/6/2022
Gillen, Haley	\$15.00	Paraprofessional Truman	9/12/2022
Gregor Lipscomb, Kathryn	\$26.70	Special Svcs 1:1 Nurse Kennedy	8/22/2022
Harris, Kiara	\$19.92	Student Advocate Wright	9/12/2022
Hayes, Chandra	\$15.00	Asst Mgr Johnson	9/6/2022
Heck, Aubrey	\$15.61	Health Secretary Harrison	9/6/2022
Herz, Rajaa	\$15.00	Paraprofessional Truman	8/31/2022
Hodges, Kelsey	\$16.70	Principal Secretary Arthur	9/6/2022
Hogan, Alexandra	\$17.42	Custodian II ELSC	9/19/2022
Hotka, Elizabeth	\$15.00	Paraprofessional Maple Grove	8/31/2022
Hyke, Alexandra	\$16.36	Counselor Secretary Wilson	9/6/2022
Iram, Fouzia	\$15.00	Food Service Asst Nixon	9/6/2022

Jewett, Shellie	\$15.00	Bus Attendant ELSC	8/29/2022
Jimenez, Marijane	\$15.00	Asst Mgr Grant Wood	9/6/2022
Lala, Katheryn	\$15.00	Food Service Asst Harding	8/24/2022
Lafortune, Michelet	\$19.45	Transportation Driver ELSC	8/29/2022
Landt, Andrea	\$17.65	Van Driver ELSC	9/6/2022
Lorenzen, Catherine	\$15.00	Food Service Asst Harrison	8/31/2022
Makuwa, Anita	\$15.00	Food Service Asst Taft	8/24/2022
Marshall, Thomas	\$15.00	Food Service Asst Kennedy	8/24/2022
McKinney, Terry	\$15.00	Food Service Asst Metro	8/29/2022
McBride, Lillian	\$15.00	Paraprofessional Polk	9/6/2022
Mettlin, Keeley	\$15.00	Food Service Asst McKinley	8/24/2022
Miles, Nicole	\$19.92	Student Advocate Grant	8/22/2022
Miller, Joyce	\$15.00	Paraprofessional McKinley	8/24/2022
Mooney, Ashlee	\$15.00	Paraprofessional McKinley	9/6/2022
Morgan, Alyssa	\$15.00	Paraprofessional Maple Grove	8/24/2022
Muanza, Ruth	\$15.00	Food Service Asst Kennedy	8/24/2022
Nekola, Ann	\$15.00	Food Service Asst Jefferson	8/24/2022

Nielson, Roger	\$19.45	Transportation Driver ELSC	9/12/2022
Noble, Alyssa	\$15.00	Paraprofessional Truman	9/6/2022
Ntolo, Claris	\$15.00	Food Service Asst Roosevelt	9/6/2022
Nord, Elizabeth	\$15.61	Media Secretary Harding	8/24/2022
Perrin, Alexis	\$15.00	Paraprofessional Nixon	8/22/2022
Peterson, Caitlan	\$19.92	Behavior Tech Johnson	8/29/2022
Pledge-Henderson, Janae	\$15.00	Paraprofessional Taylor	8/15/2022
Pringle, Nichole	\$15.56	Asst Manager Franklin	8/24/2022
Quintana, Tessa	\$15.00	Food Service Asst Kenwood	9/6/2022
Saleh, Silvia	\$15.00	Paraprofessional Van Buren	9/12/2022
Schexnayder, Jamie	\$15.56	Cook Wilson	9/12/2022
Schropp, Leah	\$15.00	Paraprofessional Truman	9/12/2022
Shimek, Nicole	\$15.00	Paraprofessional Kenwood	9/6/2022
Smith, Brandon	\$15.00	Paraprofessional Johnson	8/22/2022
Snyder, Jade	\$15.00	Paraprofessional Jefferson	9/6/2022
Stark, Santonia	\$15.00	Food Service Asst McKinley	8/29/2022
Stover, Angel	\$17.42	Custodian II Floater ELSC	9/6/2022

Swanson, Tawnya	\$17.42	Custodian II ELSC	9/6/2022
Thomsen, Brianna	\$15.00	Paraprofessional Taft	8/22/2022
Tolbert, Shekita	\$15.00	Paraprofessional Taylor	8/22/2022
Wiederin, Lisa	\$15.00	Paraprofessional Maple Grove	9/6/2022
Williams, Madisen	\$15.00	Paraprofessional Kenwood	8/24/2022
Zaring, Madison	\$15.00	Paraprofessional Taft	8/24/2022
Zeien, Jeremiah	\$15.00	Bus Attendant ELSC	9/19/2022
Zeigler, Abby	\$15.00	Paraprofessional Taft	9/12/2022

CHANGE OF GRADE/POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Buzynski, Lori	\$16.02	Health Secretary Truman ECC	8/18/2022
Clark, Melance	\$15.56	Cook Harding	9/3/2022
Erusha, Stephanie	\$15.00	Paraprofessional Maple Grove	8/19/2022
Herb, Sondra	\$15.28	Cashier Wilson	9/3/2022
McClure, Nancie	\$15.00	Food Service Asst Grant Wood	9/3/2022
McGraw, Krista	\$15.00	Paraprofessional Pierce	8/19/2022
Miranda, Cecilia	\$19.92	Behavior Tech Johnson	8/22/2022
Petersen, Annette	\$21.20	Early Learning Assistant Truman ECC	8/20/2022

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Barnes, Carla	Personal	Bus Attendant ELSC	8/29/2022
Birkicht, Jolene	Personal	Food Service Asst Jefferson	9/1/2022
Bormann, Brooke	Personal	Paraprofessional Kennedy	6/1/2022
Cavanaugh, Dylan	Personal	Paraprofessional Franklin	8/22/2022
Devotte, Umuawaneza	Personal	Food Service Asst Johnson	9/1/2022
Emerson, Jennifer	Personal	Health Secretary Johnson	9/6/2022
Fettkether, Ayanna	Personal	Paraprofessional Kennedy	6/1/2022
Fishel, Jenny	Personal	Paraprofessional Grant Wood	6/1/2022
Johnson Jr., Marcus	Personal	Distribution Specialist ELSC	8/26/2022
Lent, Dawn	Personal	Cashier Roosevelt	8/26/2022
Lewis, Michell	Personal	Bus Attendant ELSC	6/1/2022
Montoya, Kathleen	Personal	Paraprofessional Hiawatha	8/26/2022
Papini, Nicole	Personal	Paraprofessional West Willow	6/1/2022
Ropp, Diane	Personal	Paraprofessional Pierce	9/2/2022
Taube, Keegan	Personal	Field Tech ELSC	9/9/2022
Thon-Yandja, Edwige	Personal	Van Driver ELSC	6/1/2022

Toney, Carmen	Personal	Van Driver ELSC	8/16/2022
Wallace, Anna	Personal	Bus Attendant ELSC	6/1/2022
White, Tyrone	Personal	Transportation Mechanic ELSC	Correction Not Resigning
Wymore, Trisha	Personal	Food Service Asst Harrison	8/26/2022
Yanecek, Kaitlyn	Personal	Paraprofessional Taft	6/1/2022
Young, Kelan	Personal	Paraprofessional Roosevelt	8/25/2022

RETIREMENTS - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Digman, Lori		Paraprofessional Cleveland	6/1/2022

SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Becker, Alexis	\$10,000.00	Nurse Practitioner Extra Pay	8/16/2022
Bernards, Richard	\$10,728.19	Early Bird World Language Virtual Teacher	8/23/2022
Gordon, Sarah	\$8,000.00	Nurse Practitioner Extra Pay	8/16/2022
Hayes, Paul	\$11,844.00	Future Ready Content Lead Extra Days	8/20/2022
Mooney-Shaffer, Traci	\$11,913.52	Early Bird World Language Virtual Teacher	8/23/2022
Mwelwa, Esther	\$9,212.06	Early Bird World Language Virtual Teacher	8/23/2022
Pape, Samantha	\$10,000.00	Nurse Practitioner Extra Pay	8/16/2022
Walsh, Daniel	\$14,000.00	ESSER Extra Pay	8/23/2022

DEATH - HOURLY STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Gerhls, Larry		Custodial & Grounds Franklin MS	8/28/2022

CONSENT AGENDA

**BA-23-093 Agreement - Cedar Rapids Community School District and Sterling -
2022-2023 School Year (Jeff Lucas/ Craig Barnum/Carissa Jenkins)**

Exhibit: BA-23-093.1

Action Item

Pertinent Fact(s):

1. The proposed Agreement with Sterling provides CRCSD with the ability to expand virtual desktop infrastructure (VDI) services due to the increased demand for Virtual Lab Applications and Virtual Desktops. CRCSD is expanding the existing licensing from 250 to 500 concurrent users.
2. Due to our changing technical circumstances, per Board Regulation 702.1a, the emergency purchase of additional licensing for our virtual labs for the student business education programs was made due to limitations to have the system operational for the return of students and staff in August.

Recommendation:

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



SALES QUOTATION

Quote No. Q-00484401
Ref. No. Cedar Rapids - VMware Horizon

Date 8/17/2022
Exp. Date 9/15/2022

Sterling Account Manager

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

Customer Information

Cedar Rapids CSD
 Jeff Lucas
 2500 Edgewood Rd NW
 Cedar Rapids, IA 52405
 P: (319) 558-1159
 F: (319) 398-2164
 jelucas@crschools.us

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

Line No.	QTY	Part Number	Description	Unit Price	Extension
1	25	HZ8-ENC-10-1Y-TLSSA-2	Academic VMware Horizon 8 Enterprise Term Edition: 10 Concurrent User Pack for 1 year term license includes Production Support/Subscription	\$1,884.91	\$47,122.75

TOTAL \$ 47,122.75

Quotation Comments

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

CAGE: **06AP0** | DUNS: **938836541** | UEID: **YZTLALWM4UC7**

CONSENT AGENDA

BA-23-094 **Approval – Auditorium Heat Pump Replacements - Franklin, McKinley & Roosevelt Middle Schools - Change Order #1 (Tammy Carter/Chris Gates)**

Exhibit: BA-23-094.1

Action Item

Pertinent Fact(s):

1. Bowker Mechanical Contractors, Inc., is the contractor for the project with a contract amount of \$1,080,000.00 and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Bowker Mechanical Contractors, Inc., is requesting a Change Order in the amount of \$3,288.55, for a new contract amount of \$1,083,288.55.
 - COR #01 results from an unforeseen condition requiring the replacement of existing conduit.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Bowker Mechanical Contractors, Inc., for the Auditorium Heat Pump Replacements - Franklin, McKinley & Roosevelt Middle Schools.



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2022-23 Auditorium Heat Pump Replacements - Franklin, McKinley, & Roosevelt Middle School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: February 16, 2022	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: August 23, 2022
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> Bowker Mechanical Contractors, LLC 1000 32nd Ave SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per COR01 r2 (attached) - Replacement of Existing Conduit, ADD \$3,288.55


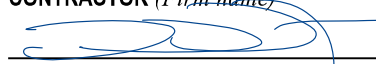
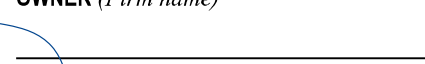
The original Contract Sum was	\$ 1,080,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,080,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,288.55
The new Contract Sum including this Change Order will be	\$ 1,083,288.55

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

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

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

Solum Lang Architects, LLC	Bowker Mechanical Contractors, LLC	Cedar Rapids Community School District
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Darci Lorensen, Associate + Architect	Alexander Frey, Project Manager	Laurel Day, Board Secretary
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
August 23, 2022	8-23-2022	
DATE	DATE	DATE

CONSENT AGENDA

BA-23-095 Agreement - Cedar Rapids Community School District and First Congregational United Church of Christ - Use of Facilities - 2022-2023 School Year (Eric Christenson)

Exhibit: BA-23-095.1-3

Action Item

Pertinent Fact(s):

The on-going Agreement provides for reciprocal parking for the Church's use at Johnson STEAM Academy (JSA) and for JSA's use of additional parking and use of facilities at the church.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District - Johnson STEAM Academy and First Congregational United Church of Christ for the 2022-2023 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
FIRST CONGREGATIONAL UNITED CHURCH OF CHRIST
FOR USE OF FACILITIES**

THIS AGREEMENT is made and entered into on the 3rd day of September 2022, by and between the Cedar Rapids Community School District (District) and First Congregational United Church of Christ (Church). The District and the Church agree as follows:

1. **PURPOSE.** The parties have entered into this Agreement for the purpose of the District providing additional parking to the Church at the District's Johnson STEAM Academy for the Church's programs and for the purpose of the Church providing use of its facilities for the District's Johnson STEAM Academy events.
2. **TERM.** The term of this Agreement shall be from the date it is executed by the parties to June 30, 2023.

3. **RESPONSIBILITIES OF THE PARTIES**

The Church shall.

- A. Jointly schedule with the District the Church's use of the District's facilities. The Church's use of the District's facilities shall not interfere with District's use of its facilities and shall be pursuant to the District's policies, rules, and regulations for the use of the District's facilities.
- B. Make any necessary repairs to District facilities caused by Church activities.
- C. Provide the principal of the District's Johnson STEAM Academy an initial schedule of the use of the Church's facilities and any revised use schedules as quickly as possible.
- D. Make the Church's facilities available for the District's use as set out in this agreement.
- E. Provide the District with use of the Church's facilities without cost.

The District shall:

- A. Jointly schedule with the Church the District's use of the Church's facilities. The District's use of the Church's facilities shall not interfere with Church's use of its facilities and shall be pursuant to the Church's policies, rules, and regulations for the use of the Church's facilities.
- B. Make any necessary repairs to Church facilities caused by District activities.
- C. Provide the Church an initial schedule of use of the District's facilities and any revised use schedules as quickly as possible.

- D. Make the District's facilities available for the Church's use as set out in this agreement.
- E. Provide the Church with use of the District's facilities without cost.

4. INSURANCE AND INDEMNIFICATION

- A. The Church will provide a certificate of insurance naming the District as additional insured for the Church's use of the District's facilities with general liability insurance limits of \$2,000,000 and a governmental immunity endorsement.
- B. The District will indemnify and hold harmless the Church 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 Church 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 Church negligence or willful misconduct in the performance of its duties under this Agreement.

5. TERMINATION

This Agreement shall automatically terminate on June 30, 2023 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by March 15, 2023. If the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2023-24 school year consistent with the intent and agreement of the parties.

MISCELLANEOUS PROVISIONS.

- A. This Agreement contains the entire understanding between the District and the Church and cannot be changed or terminated orally, but only by an agreement in writing signed by the District and the Church.
- B. Should any paragraph or provision of this Agreement be declared illegal by a court of agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this Agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.
- C. There are no third party beneficiaries to this Agreement. The Agreement

is intended only to benefit the District and the Church.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

6. CONTACT PERSON

The Contact Persons set out below shall serve until the expiration of the Agreement or the designation of a substitute contact person. In the event that the Church Contact Person should change during the agreement, the Church shall contact the Office of Learning and Leadership (319-558-2247) to update their contact information. 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:

For the District:

For the Church:

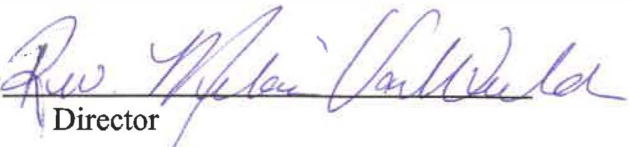
Principal - Johnson STEAM Academy
Cedar Rapids Community School District
355 18th Street SE
Cedar Rapids, IA 52403
319-558-2174

Rev. Melanie Van Weelden
17th St. SE
Cedar Rapids, IA 52403
-362-1926
melanie@firstchurchcr.org

Cedar Rapids Community School District

First Congregational United Church of Christ

By: _____
Board President

By: 
Director

Date: _____

Date: 1/4/11

CONSENT AGENDA

BA-23-096 **Final Approval - Harding Middle School - Masonry Repair Project - Certificate of Substantial Completion (Jason Lietz)**

Exhibit: BA-23-096.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$74,156, and the source of funding was the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 24, 2022.

Recommendation:

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



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Harding MS Masonry Repairs Project Summer 2022

CONTRACTOR: Technical Specialty Systems

TO(OWNER):

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

CONTRACT FOR: \$74,156
CHANGE ORDERS: \$0
CONTRACT TOTAL \$74,156

CONTRACT DATE: June 1, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Tuckpoint masonry repairs per specifications and plans provided.

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

Project Supervisor

TECHNICAL SPECIALTY SYSTEMS

Joe Litch

P l f i f r

Name

08-24-2022

Date c> - z-1- 2022

Date

Formal board action taken on _____

accepted the project.

Board of Education Secretary _____

Date _____



Technical Speciiilty Systems J

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

Invoice

DATE	INVOICE #
8/18/2022	22001-R

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

P.O. NUMBER	TERMS	PROJECT
22016898	Upon Receipt	Retainage

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Harding Middle School Masonry Project Summer 2022		
	Contract Amount: \$74,156.00		
	Work Completed: \$74,156.00		
	Billed to Date: -\$70,448.20		
	Retainage Due: \$3,707.80	3,707.80	3,707.80
		TOTAL	\$3,707.80

RECEIVED 110 2 2 1022

CONSENT AGENDA

BA-23-097 **Final Approval – Pierce Elementary School – Concrete Repair Project - Certificate of Substantial Completion (Jason Lietz)**

Exhibit: BA-23-097.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$32,375, and the source of funding was the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 24, 2022.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – Pierce Elementary - Concrete Repair Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Pierce ES Concrete Repair Project

CONTRACTOR: Olmstead Construction

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: \$32,375
CHANGE ORDERS: \$0
CONTRACT TOTAL \$32,375

CONTRACT DATE: June 7, 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Complete removal and replacement of damaged concrete per the plans and specifications.

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

Claudia Friel

Name

8/24/22

Date

Project Supervisor

[Signature]

Name

8/24/22

Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

Appleby & Horn Tile Co.
128 31st St. NE
Cedar Rapids, IA 52402
Phone: {319} 364-4131
Fax: {319} 364-2808

INVOICE

INR01
23556

soLo Cedar Rapids Community Schools
To Accounting Department
PO Box 879
Cedar Rapids, IA 52406

SHIP
To

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
CRSCHOOL	22018799			Net 30	8/16/2022	1

Job: Metro

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
	1	5% retainage.	3,229.95	3,229.95

TOTAL AMOUNT 3,229.95

PLEASE UPDATE YOUR RECORDS

OUR NEW ADDRESS IS:

Appleby & Horn Tile Co.
128 31st Street NE
Cedar Rapids, IA 52402

(No P.O. Box)

CONSENT AGENDA

BA-23-098 Approval – Conveyance of Property - West Willow Elementary School (Jon Galbraith)

Exhibit: BA-23-098.1-3

Action Item

Pertinent Fact(s):

1. The City of Cedar Rapids is requesting a conveyance of property at West Willow Elementary School. The area in question contains approximately 4,122 square feet. The conveying of property is due to the building of West Willow Elementary and the layout of the bus lane and sidewalks. The District has no intention of building on the property nor should the conveyance cause any future hardship to the District.
2. The City of Cedar Rapids shall pay the District \$1.00, plus attorney fees and publishing fees of \$2,500. The Board will consider the acceptance of the sale of property and hold a Public Hearing on September 12, 2022. Acceptance of the Resolution and Agreement is contingent on the outcome of the Public Hearing and final Board action.

Recommendation:

It is recommended that the Board of Education approve the Conveyance of Property – West Willow Elementary School - with the City of Cedar Rapids.

Preparer/Return To: Kyle A Sounhein, 526 Second Ave SE, Cedar Rapids, Iowa 52401; 319-365-9101
Taxpayer: City of Cedar Rapids, 101 1st Street SE, Cedar Rapids, Iowa 52401

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, Cedar Rapids Community School District does hereby Convey to City of Cedar Rapids, an Iowa municipal corporation, the following described real estate in Linn County, Iowa:

THAT PORTION OF LOT K, CEDAR HILLS HILLTOP UNIT II IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT K; THENCE NORTH 89°31'26" WEST ON THE NORTH RIGHT OF WAY LINE OF CRESTRIDGE AVENUE S.W. AND THE SOUTH LINE OF SAID LOT K, 388.99 FEET; THENCE NORTH 0°30'05" EAST, 10.68 FEET; THENCE SOUTH 89°29'55" EAST, 388.94 FEET TO THE EAST LINE OF SAID LOT K; THENCE SOUTH 0°16'32" WEST ON SAID EAST LINE, 10.51 FEET TO THE POINT OF BEGINNING. DESCRIBED PARCEL CONTAINS 4,122 SQ.FT., (0.09 ACRE).

This deed is exempt according to Iowa Code 428A.2(21).

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantor does Hereby Covenant with grantee, and successors in interest, that grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantor Covenants to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

Dated: _____ .

Cedar Rapids Community School District

By: _____
Its: _____

STATE OF IOWA, COUNTY OF LINN

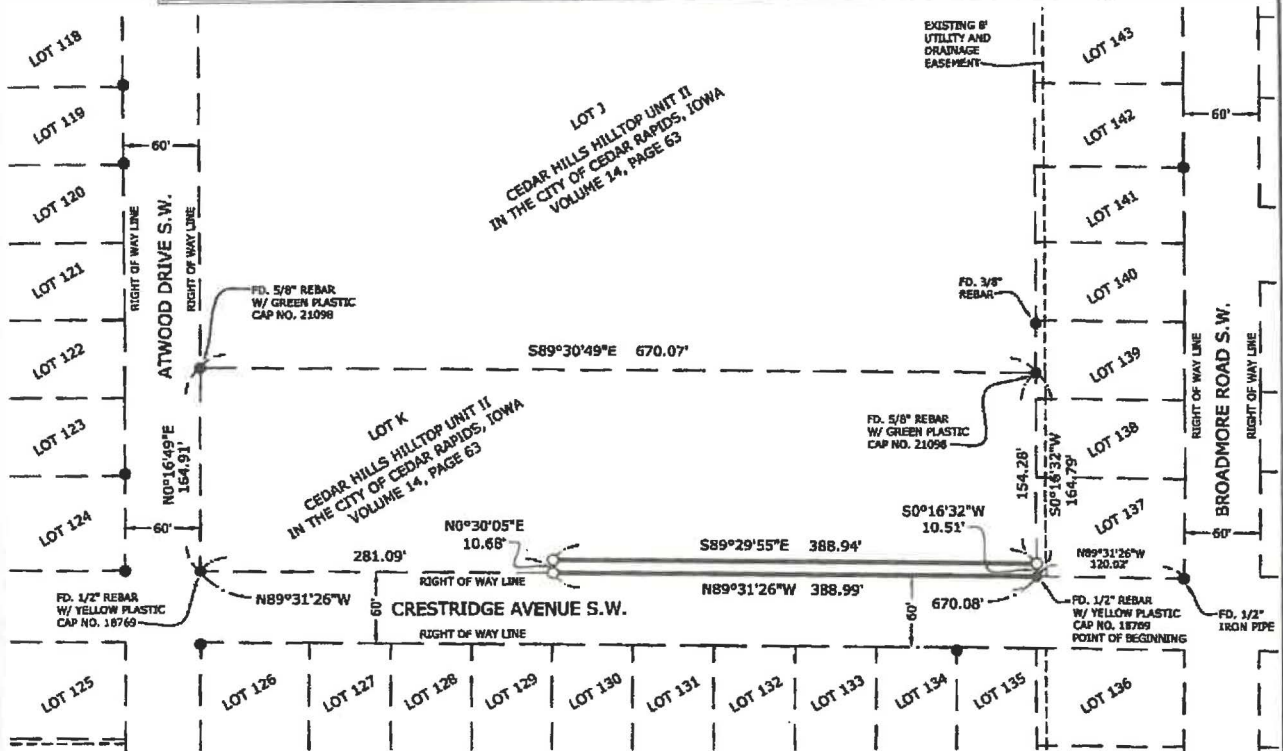
This record was acknowledged before me on _____, by _____, as _____, of Cedar Rapids Community School District.

Signature of Notary Public

INDEX LEGEND

LOCATION: LOT K, CEDAR HILLS HILLTOP UNIT I
 REQUESTOR: THE CITY OF CEDAR RAPIDS
 PROPRIETOR: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
 SURVEYOR: GREGG E. SAMPSON, P.L.S.
 COMPANY: HALL & HAU, ENGINEERS, INC.
 18&D BOYSON ROAD
 HIAWATHA, IOWA 52233
 1-319-362-9548
 RETURN TO: SUSANGHAU.ENC.COM

SPACE RESERVED FOR RECORDING PURPOSES



NOTES:

DISTANCES ARE IN METERS AND DECIMALS THEREOF.

BEARINGS ARE BASED ON: NA083 (2011) (EPOCH 2010.000) LOWE RCS ZONE 10 (CEDAR RAPIDS) CONTROLLED using the IOWA Real Time Network.

DATE OF SURVEY FIELD WORK: 4/8/2022.

LEGAL DESCRIPTION:

THAT PORTION OF LOT K, CEDAR HILLS HILLTOP UNIT II IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT K:

THENCE NORTH 89°31'26" WEST ON THE NORTH RIGHT OF WAY LINE OF CRESTRIDGE AVENUE S.W. AND THE SOUTH LINE OF SAID LOT K, 388.99 FEET;

THENCE NORTH 0°30'05" EAST, 10.58 FEET;

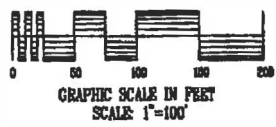
THENCE SOUTH 88°29'55" EAST, 388.94 FEET TO THE EAST LINE OF SAID LOT K;

THENCE SOUTH 0°11'32" WEST ON SAID EAST LINE, 10.51 FEET TO THE POINT OF BEGINNING.

DESCRIBED PARCEL CONTAINS 4.122 SQ.FT., (0.09 ACRE).

SURVEY LEGEND

- SET 1/2" REBAR W/YELLOW PLASTIC CAPS NO. 14809
- FO. 5/8" REBAR UNLESS NOTED OTHERWISE
- () RECORDED AS
- EASEMENT LINE
- PLAT BOUNDARY
- LOT LINE
- EXISTING LOT LINE



TOTAL AREA:
 4,122 SQ.FT.
 0.09 ACRES



I certify that this land surveying document was prepared and the field survey was taken by me or under my direct supervision and that I am a duly licensed Licensured Surveyor under the Jurisdiction of the State of Iowa.

Signature: *Gregg E. Sampson* Date: 7/25/2022
GREGG E. SAMPSON, P.L.S. Iowa License No. 14809
 My license renewal date is December 31, 2022.
 ENTIRE SUBMISSION IS COVERED BY NLS SEAL NUMBER SPECIFIED BELOW: 14809-25-2022-01-Vt-Y

Sheet: 1 of 1
 Scale: 1"=100'
 Field Book No: 256
 Date: 7/25/2022

Sheet Title:
ACQUISITION PLAT
 A PORTION OF LOT K, CEDAR HILLS HILLTOP UNIT II
 IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA

HALL & HAU ENGINEERS, INC.
 CIVIL ENGINEERING & SURVEYING
 18&D BOYSON ROAD
 HIAWATHA, IOWA 52233
 www.halleng.com
 Designed by: DLK Drawn by: DLK Checked by: GES

CONSENT AGENDA

BA-23-099 Amended Agreement – Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services - Transition Alliance Program - 2022-2023 School Year (Lisa Glenn)

Exhibit: BA-23-099.1-14

Action Item

Pertinent Fact(s):

1. Iowa Vocational Rehabilitation Services (IVRS) receives federal funds to assist eligible students in achieving employment through otherwise unavailable career services. The program is referred to as the Transition Alliance Program (TAP). The parties are entering into the contract for the contractor (CRCSD) to receive funds under the program.
2. The amendment to the contract extends the services from October 1, 2022 - September 30, 2023. Allowable expenses will be split 50/50 between CRCSD and Iowa Vocational Rehabilitation Services. CRCSD's costs will not exceed \$195,467.31.
3. TAP services include pre-employment transition services to eligible students with an IEP or 504 plan. Participating students may also receive follow-along and follow-up support post graduation, through age 24.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Iowa Vocational Rehabilitation Services - Transition Alliance Program for the 2022-2023 School Year.

AMENDMENT TO CONTRACT # 20-TAP-14

This amendment is dated August 10, 2022, and amends the Transition Alliance Program contract with beginning date of October 1, 2019 and ending date of September 30, 2022, between Iowa Vocational Rehabilitation Services and Cedar Rapids School District. The parties amend the contract as follows:

1. As permitted in Section III. Term; B. Renewals, IVRS hereby renews this contract for an additional 1 year term. The ending date of the contract will now be September 30, 2023.
2. Update Statement of Work and Performance Standards (Exhibit A), Annual Budget (Exhibit B), and Reports (Exhibit C) as attached.
3. Updates the Agency Contract Manager and the IVRS contact person in Section 2.A. to James Smith, (319)354-4766, james.smith4@iowa.gov and updates Section 17.P. to add the following sentence to the section:

Dedicated space on the Contractor's public website and social media platforms will be made available to promote IVRS services.

4. The total amount of the budget for October 1, 2021 to September 30,2022 is **\$390,934.62.**
5. All other provisions of this contract and subsequent amendments remain in effect.

Iowa Vocational Rehabilitation Services

By: _____
Daniel Tallon

Date:_____

Cedar Rapids CSD

By: _____

Date: _____

Exhibit A (Cash Transfer)

Statement of Work and Performance Measures

INTRODUCTION

The Transition Alliance Program (TAP) develops and implements a new pattern of service to youth with disabilities. TAP services are provided through a service coordination model with a goal of obtaining competitive integrated employment and successful IVRS closure (status 26) for eligible youth.

TAP does not replace existing education or transition services to youth that are mandated under the Individual with Disabilities Education Act (IDEA). While the School District may assign personnel who provide services covered by the IDEA to provide services under this Contract, the School District must carefully separate and document the hours and services provided by such personnel under the TAP program.

Contractor (also referred to as “School District”) shall provide year-round TAP services solely to: (i) youth with disabilities who are eligible and actively receiving vocational rehabilitation services or Pre-Employment Transition Services (Pre-ETS) to Potentially Eligible (PE) students on an IEP or covered under the provisions of section 504; and (ii) applicants for IVRS services, however the services for applicants will be limited to diagnostic and assessment services to determine eligibility to receive IVRS services and Pre-ETS activities to all applicants and Potentially Eligible individuals. An applicant may receive access to other TAP services after IVRS has: (i) determined the applicant is eligible for vocational rehabilitation services; (ii) removed the applicant from the waiting list using the order of selection priority as provided in the State Plan; and (iii) notified the School District.

CONTRACTOR DUTIES AND RESPONSIBILITIES

TAP staff will document all services that are delivered and provide the necessary documentation to IVRS in accordance with the performance measures. The following are the Pre-ETS Required and Coordinated Activities that TAP staff are required to provide to high school students with disabilities based on the student’s individualized needs:

Pre-ETS Required Activities

- **Job Exploration Counseling** - counseling to assist the student with a disability to learn and understand: the demands of the workforce, types of jobs available and skill requirements needed to perform essential functions of the job, and job exploration experiences so the student with a disability can make an informed choice regarding their vocational goal both in selection, training and preparation for that goal
- **Work-Based Learning Experiences** - in-school or after school opportunities or experiences that are outside the traditional school setting that is provided in

an integrated environment to the maximum extent possible, including internships

- **Counseling on Opportunities** - counseling on how to enroll in comprehensive transition or post-secondary educational programs at institutions of higher education and what should be considered in the decision-making regarding the post-secondary training environment including disability supports, course of study related to the program, etc.
- **Workplace Readiness Training** - designed to develop social skills and independent living skills in order to demonstrate the work ethic, attitudes, and behaviors for a competitive integrated employment environment
- **Self-Advocacy Instruction** - training, instruction and counseling on self-advocacy skill development and may include establishing opportunities for peer mentoring

Pre-ETS Coordinated Activities

- Attending IEP meetings
- Working with employers to develop work opportunities for students such as: internships, summer employment, paid/unpaid work experiences
- Working with school staff to coordinate Pre-ETS activities
- Attending person-centered planning meetings for individuals receiving social security benefit

The following are the Pre-ETS Authorized Activities that TAP staff can provide to support IVRS with improving the transition of students with disabilities from school to postsecondary education or an employment outcome:

Pre-ETS Authorized Activities

1. Implement effective strategies that increase independent living and inclusion in their communities and competitive integrated workplaces
2. Develop and improve strategies for individuals with intellectual and significant disabilities to live independently, participate in postsecondary education experiences, and obtain and retain competitive integrated employment
3. Provide training to vocational rehabilitation counselors, school transition staff, and others supporting students with disabilities
4. Disseminate information on innovative, effective, and efficient approaches to implement Pre-ETS
5. Coordinate activities with transition services provided by local educational agencies under IDEA
6. Apply evidence-based findings to improve policy, procedure, practice, and the preparation of personnel
7. Develop model transition demonstration projects
8. Establish or support multi state or regional partnerships involving State, LEAs, VR agencies, developmental disability agencies, private businesses, or other participants

9. Disseminate information and strategies to improve the transition to postsecondary activities of members of traditionally unserved and underserved populations

Performance Measures:

1. Case notes will be completed directly into the IRSS Interface within five working days.
2. All TAP staff will complete a Personal Activity Report (PAR) to track their time when completing contractor activities, including Pre-ETS activities, contract activities, and non-contract activities as applicable.
3. A minimum of 60% of staff time will be used for providing Pre-ETS Required and Coordinated Activities.

Contractor shall provide services in the following three core areas. All services to be provided hereunder shall be new services that have a VR focus or existing services that have been modified, adapted, expanded, or reconfigured to have a VR focus.

I. Core Area 1: Referral and Eligibility Services

A. School District Responsibilities

1. Potentially Eligible (PE): All students on an IEP or covered under the provisions of section 504 are considered PE. While a student is PE they can receive all Pre-ETS activities before applying for services. If a student is identified as needing more intensive services, the TAP Staff or IVRS Staff will recruit the student to apply for services.
2. Refer potential applicants to IVRS.
3. Provide any existing assessment or diagnostic information from school records to IVRS.
4. After IVRS notifies the School District that a student is on the waiting list, TAP is only able to provide Pre-ETS activities until the student is released from the waiting list.
5. Update IRSS Interface.

B. Performance Measures

1. The School District shall maintain the number of potential applicants referred to IVRS based on the referral number established during the baseline year or from the previous Federal Fiscal Year (FFY) that the performance measure was met.
2. TAP will provide Pre-ETS activities to PE students and VR eligible students on the waiting list.
3. Documentation requirements for the PE must be followed.

C. IVRS Counselor Responsibilities

1. Complete intake on applicants referred to IVRS by TAP staff.
2. Gather medical and psychological information on an applicant to determine eligibility.
3. Provide diagnostic and assessment services for applicants while awaiting IVRS eligibility determination, if appropriate.

4. Inform the School District and the applicant of IVRS' eligibility decision and, if applicable, waiting list category.

II. Core Area 2: Individualized Plan for Employment

The primary goal of TAP is for youth to be employed in competitive integrated employment by the time they have completed their TAP services. To achieve this goal, the School District will implement the IPE for each eligible student. The services to be provided by the School District include, without limitation:

A. School District Responsibilities

1. Participate in Individual Education Program (IEP) meeting to train students on self-advocacy skills.
2. Provide input to the IVRS Counselor and the student to assist in the preparation of the Individualized Plan for Employment (IPE) by the IVRS counselor. The IPE will identify available types of jobs for the TAP student and provide a good match between job opportunities and the student's choices, interests, and abilities. The IPE will then outline the services and training that the student will need to work and live in the community after high school.
3. Develop, maintain and record partnerships with local businesses to create employment opportunities for eligible students and update IRSS Interface with this information.
4. Collaborate and provide Pre-ETS activities that assists students with disabilities to explore, obtain and maintain employment. Pre-ETS activity information should be communicated with parents/guardians, school staff, IVRS staff and other team members.

Job exploration counseling offered by the School District:

- IEP assessments
- K-Navigator
- I Have a Plan/4 year planning
- Small group work with instructional trainers
- School counselors are available for additional counseling when requested
- The school offers a variety of career technical education courses to all students

New and expanded job exploration counseling provided by TAP:

- TAP may work with the school team to set up business tours to assist students in exploring a variety of career options.
- TAP staff may coordinate job shadow opportunities with informational interviews for students as appropriate, followed by individualized consultation based on the needs and abilities to assist in determining a job match.

- TAP may provide virtual job shadow opportunities when needed and as able to do so, when circumstances do not allow for students to attend in person job shadows.
- TAP staff may link students with partner agencies and outside resources to assist in career exploration (these may include Job Corps, Community Colleges, Iowa Workforce, Apprenticeship Programs, etc.).
- TAP staff may encourage and assist students in career planning.
- TAP staff may assist students in comparing post-secondary training options versus on-the-job training.
- TAP staff may provide additional interest inventories to students followed by individualized review of information and labor market information in their interest areas.

Work-based learning experiences provided by the School District:

- The school partners with Kirkwood Community College for the Workplace Learning Connections that connects business and education in work-based learning activities for students. This program offers job shadows, internships, and various career events.
- The school provides opportunities for the work experience program and co-op to students.

New and expanded work-based learning experiences provided by TAP:

- TAP staff may work with students to become involved with the Workplace Learning Connection to ensure student involvement.
- TAP staff may recommend that students participate in the work experience class as appropriate (e.g. limited work history, lack of/limited appropriate work skills).
- TAP staff may meet students at their work experience sites to provide students with suggestions on improvement.
- TAP staff may collaborate with IEP teams and encourage work experiences in students' interest areas.
- TAP staff may seek volunteer experiences for students to build work history and gain vocational experiences.
- TAP staff may provide instructional training to students who require additional support in the work setting.
- TAP staff may assist employers with workplace accommodations necessary for students to maintain employment.
- TAP staff may meet with employers to discuss expanding unpaid work experience into paid work experiences.
- TAP staff may connect students with the WIOA Youth Program (when available) to assist in paid work experience.
- TAP staff may coordinate work-based learning opportunities and informational interviews for students and provide individual consultation to help identify a job match.
- TAP staff may encourage and assist students in career planning.

Counseling on Opportunities offered by the School District:

- Students have the opportunity to take the Accuplacer/ASVAB/NCRC.
- Counseling staff may have individual senior meetings to assist students in post-secondary planning.
- Counselors offer workshops focused on financial aid, FAFSA completion, and Getting Ready for College.
- Students have the opportunity to attend college visits (local community college). Instructional Trainers assist with this process.
- A variety of college representatives and other training program representatives (i.e. Iowa Works) visit the school on a regular basis.
- All students may create a 4-year career and academic plan.
- Students have the opportunity to participate in courses at the school Regional Academies and obtain college credit if prerequisites are being met.

New and expanded counseling on opportunities provided by TAP:

- TAP staff may utilize college resources and the Career Planning Guide to assist students in making post-secondary decisions.
- TAP staff may assist students in identifying a variety of opportunities available to them including internships, apprenticeships, STEM activities, and connections to Career Pathways.
- TAP staff may discuss Accuplacer/ASVAB/NCRC scores as applicable and how scores affect career planning.
- TAP staff may set up tours of post-secondary training options based on student interest (local community college, Job Corps, etc.)
- TAP staff may actively participate in team meetings to offer information about post secondary options.
- TAP staff may link students with college disability services coordinators to discuss appropriate accommodations.
- TAP staff may connect students with outside agencies that provide training opportunities post-high school.
- TAP staff may assist students in practicing and preparing for the prerequisites for enrollment in PSEO (i.e. ALEKS, Accuplacer test).
- TAP staff may work with the IEP team to assure students who qualify are considered for the PSEO classes that align with their IPE goal.
- TAP staff may assist students in completion of paperwork for post-secondary training such as FAFSA, college applications, etc.
- TAP staff may recommend that students participate in VITAL as appropriate, based on unmet needs in the IEP. (e.g. limited work history, lack of/limited appropriate work skills).

Workplace readiness training offered by the School District:

- Iowa Workforce representatives occasionally come to buildings to support workplace readiness.
- The school offers the work experience program to special education students as well as co-op for all students.
- Instructional trainers work with students to assist with the job application process.
- The IEP team assists with appropriate workplace behaviors, social skills, hygiene, attendance, etc. as needed as defined by the IEP assessments.

- Soft skills training may occur in directed studies classes based on needs listed in the IEP for students in the area of working.

New and expanded workplace readiness training offered by the TAP:

- TAP staff may help students fill out job applications and provide instruction on how to make follow-up phone calls.
- TAP staff may provide students assistance with developing a resume and a guide sheet to aid in the application process.
- TAP staff may assist students with mock interviewing.
- TAP staff may discuss job descriptions and work expectations with students and assist students in understanding positions they applied for.
- TAP staff may meet with students to discuss appropriate workplace behaviors, social skills, hygiene, attendance, etc.
- TAP staff may assist students in completing necessary paperwork once jobs are obtained (e.g. W-2 paperwork).
- TAP staff may provide training and support for students to access and interpret their pay stubs.
- TAP staff may assist students in financial literacy training.
- TAP staff may facilitate the delivery of IVRS' Customer Service Academy to students in a small group setting.
- TAP staff may connect students with IVRS' Job Focus Group.
- TAP staff may proctor the Iowa Learner's Permits Exam.
- TAP staff may provide education and support for students to make specific workplace requests like asking for more hours, asking to be cross-trained, or asking for time off.

Self-advocacy instruction offered by the School District:

- School counselors may provide individual self-advocacy training.
- Students receive self-advocacy training through a youth leadership program offered at the school.
- There is a great deal of self-advocacy provided as training within the IEP process to students.

New and expanded self-advocacy instruction offered by the TAP:

- TAP may work with school counselors to provide individual self-advocacy training.
- TAP staff may work with the IEP team to expand self-advocacy provided as training within the IEP progress to students.
- TAP staff may work with students to learn about accommodations necessary in the workplace.
- TAP staff may arrange meetings with students and employers to talk about accommodations and how to advocate for their own needs on the job.
- TAP staff may support and assist students with obtaining documentation for Iq verification.

- TAP staff may support students/families to connect with case managers and facilitate team meetings to coordinate wrap-around services for transition planning.
 5. Provide students with supported short term paid work experiences.
 6. Provide short-term instructional training when needed.
 7. Place students in occupations that match their stated employment goal in their IPE.
 8. Provide supported employment services utilizing the IVRS supported employment services process (if the student's needs are beyond what TAP is able to provide, the student will be discharged from TAP and referred to a Community Rehabilitation Provider [CRP] for services).
 9. Provide short-term job coaching to students that require on-the-job supports to be successful in maintaining employment.
 10. Provide assistance to students and employers to address and resolve any work-related behaviors.
 11. Update IRSS Interface and Business Services website within five working days.

- 12. Provide students with supported short term paid work experiences.
- 13. Provide short-term instructional training when needed.
- 14. Place students in occupations that match their stated employment goal in their IPE.
- 15. Provide supported employment services utilizing the IVRS supported employment services process (if the student's needs are beyond what TAP is able to provide, the student will be discharged from TAP and referred to a Community Rehabilitation Provider [CRP] for services).
- 16. Provide short-term job coaching to students that require on-the-job supports to be successful in maintaining employment.
- 17. Provide assistance to students and employers to address and resolve any work-related behaviors.
- 18. Update IRSS Interface within five working days.

B. School District Performance Measures

1. The TAP will maintain or increase the number of 26 closures from the prior year.
2. At least 50% of TAP students will obtain paid work experience while in high school.
3. 100% of employed (status 26) TAP students will earn at least minimum wage.
4. At least 50% of employed (status 26) TAP students will earn above minimum wage.
5. The TAP will have at least a 10% annual increase in the number of businesses that participate in partnership activities.

C. IVRS Counselor Responsibilities

1. Develop and maintain partnerships with local businesses to create employment opportunities for students.
2. Provide guidance and counseling services to TAP students.
3. Provide disability consultation services to School District and employers.
4. Determine when TAP student's employment is stabilized and close IVRS case.

III. Core Area 3: Follow-along and Follow-up Services

Follow-along services are services provided that are designed to assure that the participant remains successfully employed and achieves a successful transition after rehabilitation (Status 26 closure). Follow-up services are at least annual contacts made by the School District with the individual after the follow-along services are completed and until the individual reaches age 25. The services to be provided by the School District include, without limitation:

A. School District Responsibilities

1. Make, at a minimum, quarterly contact with the TAP participant for a period of one year after Status 26 closure.
2. Make, at a minimum, annual contacts with the TAP participant during follow-up services until the participant reaches age 25 and/or is discharged from the program.
3. During follow-along and follow-up contacts, identify and provide any support services needed for the TAP participant to maintain or advance in employment.
4. Refer the TAP participant to adult agency service providers for new or additional services the participant may need.
5. Refer the participant back to IVRS if intensive, comprehensive services are needed.
6. Update IRSS Interface within five working days.

B. School District Performance Measures

1. The School District will contact 100% of participants receiving follow-along services on a quarterly basis during the first year after status 26 closure.
2. The School District will contact 100% of participants on an annual basis during follow-up services until the participant reaches age 25 and/or is discharged from the program.

C. IVRS Counselor Responsibilities.

1. Provide disability consultation services to School District as needed.
2. Provide post-employment services as appropriate.

(End of Exhibit A)

**Exhibit B
ANNUAL BUDGET**

Budget for FFY2023

Expense	Amount
Salaries	\$271,427.65
Fringe Benefits	\$70,557.43
Travel	\$3,000.00
Materials & Supplies	\$1,000.00
Cell Phone	\$1740.00
Conference/Training <i>(capped@ \$5,000)</i>	\$4,500.00
Federal Indirect Cost Rate= 10.99%	\$38,709.54
Total Budget =	\$390,934.62
Cash Transfer Total =	\$195,467.31
<i>*See Cash Transfer Payment Schedule</i>	

****Cash Transfer Payment Schedule:***

Payment is due on the 28th of each month, starting 10/28/2022 in the amount of \$21,718.59 for 9 monthly installments. If the entire budget is not expended a refund may be due to the contractor. If the adjustment to the Cash Transfer Amount is \$5 or less, no refund will be due to the Contractor. If an increase in the budget is needed, an additional Cash Transfer Amount due is applicable.

Budget Narrative

Salaries: This budget line consists of the salary for 5 positions: 1 Facilitator, 3 Specialists, and 1 Job Coach. IVRS will only reimburse for the time the TAP employees devote to the TAP– this will be determined by the Personnel Activity Reports which will be completed at least monthly. This expense will be documented with Personnel Activity Reports, payroll journals, printouts from the district accounting system, etc.

Fringe benefits: This budget line consists of employer share of several fringe benefits for the TAP employees. The fringe benefits in this agreement are as follows: FICA/Medicare, IPERS, health insurance, life insurance, single-dental insurance, and long-term disability for the TAP employees. Reimbursement percentage is determined by the PAR. Payroll documentation including payroll journals, job description, and employment contract will be available to support all salary and fringe benefit costs charged to this agreement.

Travel: This budget line consists of mileage, meals, lodging, and other various travel expenses associated with the TAP. Mileage, meals and lodging will be claimed at current rates, and will not exceed state rates. Detailed travel documentation will be kept for mileage and receipts will be kept for lodging, registrations, and travel expenses including meals. Meals are eligible for reimbursement when in overnight status only. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. travel for required, coordination, etc.) based on the reason for the travel.

Materials & Supplies: This budget line consists of instructional supplies, office expenses, equipment, printing, computer, etc. All supply costs will be directly related to this agreement and invoices will be kept to document cost. Documentation should include a categorizing of expenses to show the corresponding activity from the PAR (i.e. supplies for required, coordination, etc.) based on the use of the supply.

Cell Phone: This budget line consists of costs associated with staff cell phones used for this project. This is a phone which is owned by Cedar Rapids Community Schools and issued to the staff. IVRS will not be charged for the purchase of the phones themselves. This expense will be documented with monthly invoices.

Conference/Training: This budget line consists of costs associated with attending conferences or training of the staff. Registration receipts, lodging, meal & other receipts and documentation required. Meals are eligible for reimbursement when in overnight status only. Prior Approval is required for related costs for training and conferences (see Section VI. Compensation-J.) Please refer to the Prior Approval process or contact IVRS Financial for further guidance. This budget line is capped at \$5,000. Documentation should include an agenda for the training, which categorizes the sessions you plan to attend to show the corresponding activity from the PAR (i.e. session for required, coordination, etc.) based on the description of the session.

Federal Indirect Cost Rate: This budget line consists of indirect costs associated with the contract at the Contractor's federally approved indirect cost rate, which is 10.99%.

Notification of Staff Changes:

Please contact IVRS Financial and the contract manager as major staff changes occur. Please include the temporary plan for meeting the needs of this contract, who will cover those duties, an estimated timeframe for temporary change, permanent plan for replacement, and possible impact on the budget. Documentation required for your claim may change due to the staff changes.

Miscellaneous:

Additional documentation may be requested upon review of claims submitted in order to make sure costs are allowable, allocable and reasonable.

(End of Exhibit B)

EXHIBIT C REPORTS

A. QUARTERLY PROGRESS REPORT

1. Overview

Contractor shall submit a Quarterly Progress Report in which it will describe Transition Alliance Program (TAP) services and operations, participant characteristics, and outcomes achieved during the quarter. The quarters are based on the federal fiscal year, October 1-September 30.

2. Quarterly Report Format

IVRS will provide the Quarterly Report template to the Contractor to be used for the entire FFY. All four quarters will be reported on the same document along with IVRS Analysis/Recommendations for each quarter.

3. Due Date and Submission

Quarterly Progress Reports are due within five working days after the end of the quarter (January 9, April 7, July 10, and October 6). Contractor shall submit reports to the IVRS Contract Manager via electronic mail. Signatures and certification may be provided by electronic signature or in portable document format (PDF). Hard copies of the progress reports or attachments to it will not be accepted without the approval of the IVRS Contract Manager.

4. Content

- a. Budget Status: The Contract Financial Contact will be required to fill in this area based on the approved budget contained in the Contract, indicate if the Contractor is within budget and provide a report of expenditures for the reported period. If over budget, indicate by how much, the reasons why and the impact this will have on the project. Also, indicate the plan for addressing and remedying any actual or anticipated budget shortfalls. Changes to the Statement of Work due to budget considerations or changes in strategy must be approved by strategy must be approved by IVRS.
- b. Primary Tasks: Provide the updated Quarterly Progress Report which describes the work completed during the reporting period. Include or attach supporting documents or information as needed.
- c. Problems or Delays: Describe any unexpected problems encountered and the impact or possible impact on overall performance of the Contract.
- d. Performance Measures: Provide all performance measures as required in Exhibit A for the quarter and year-to-date.

B. YEAR END SUMMARY REPORT

1. Overview

Contractor shall submit a summary report at the end of the federal fiscal year in which it provides a description of the activities undertaken in performance of the Contract during the previous year, including examples of specific achievements and outcomes. The Contractor shall provide information demonstrating substantial progress in achieving the objectives of TAP and data that assists IVRS in demonstrating the usefulness and effectiveness (including cost-effectiveness) of TAP. Continued funding of TAP is contingent upon the satisfactory completion of the prior year's activities, including meeting the performance measures as provided in the Quarterly Progress Reports. Any performance measure not met at FFY will require a corrective action plan.

2. Due Date and Submission

Year End Summary Report will be found within the Quarterly Progress Report for 4th Quarter and is due October 6, 2023. Contractor shall submit the report to the IVRS Contract Manager via electronic mail. Signatures may be provided by electronic signature or in portable document format (PDF). Hard copies of the reports or attachments to it will not be accepted without the approval of the IVRS Contract Manager.

(End of Exhibit C)

CONSENT AGENDA

BA-23-100 **Approval – Viola Gibson Elementary School - Roof Improvement Project - Change Order #1 (Jason Lietz)**

Exhibit: BA-23-100.1

Action Item

Pertinent Fact(s):

1. Advance Builders Corps is the contractor for this project with a contract amount of \$322,000.00, and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Advance Builders Corps is requesting a Change Order in the amount of -\$5,000, for a new contract amount of \$317,000.
 - COR #01 results from an owner's request to refund the amount of unit price #2 in the base bid as it was not required.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Advance Builders Corp for the Viola Gibson Elementary School - Roof Improvement Project.


AIA[®] Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2022-23 Roof Improvements - Viola Gibson Elementary School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: June 14, 2022	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: August 23, 2022
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 CONTRACT IS CHANGED AS FOLLOWS:

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

Per included amount of 500 SF of Unit Price #2 in base bid, DEDUCT \$5,000


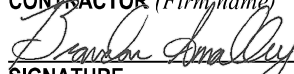
The original Contract Sum was	\$ 322,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 322,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ -5,000.00
The new Contract Sum including this Change Order will be	\$ 317,000.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

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

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

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>	Advance Builders Corps CONTRACTOR <i>(Firm name)</i>	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Darci Lorensen, Associate + Architect PRINTED NAME AND TITLE	Brandon Smalley PRINTED NAME AND TITLE	Laurel Day, Board Secretary PRINTED NAME AND TITLE
August 23, 2022 DATE	August 23, 2022 DATE	 DATE

CONSENT AGENDA

BA-23-101 **Agreement – Cedar Rapids Community School District and Alliant Energy Powerhouse/VenuWorks of Cedar Rapids, LLC. – 2023 High School Graduations (Cynthia Phillips)**

Exhibit: BA-23-101.1-25

Action Item

Pertinent Fact(s):

The on-going Agreement between CRCSD and Alliant Energy PowerHouse is for the use of the arena for our High School Graduations, May 25-27, 2023. The Agreement provides that the District will reimburse the Alliant Energy PowerHouse for the use of the facility during the indicated timeframe.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and the Alliant Energy Powerhouse for the 2023 High School Graduations.

FACILITY USE AGREEMENT



Venue Name:	Alliant Energy PowerHouse
	370 1 st Ave NE Cedar Rapids, IA 52401 319.398.5211

2023 CR Schools Graduations

05/25/23 - 05/27/23

This Agreement, entered into 09/07/21 by and between the Alliant Energy PowerHouse, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by City of Cedar Rapids (**OWNER**) to manage the Alliant Energy PowerHouse, hereinafter referred to as "**VENUE**" and:

Cedar Rapids School District

Attention: Szymanek, Pat
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

Phone: 319-558-1131

E-Mail: pszymanek@crschools.us

Hereinafter referred to as "**CLIENT**."

DEFINITIONS

VENUE shall mean the duly appointed manager of the Alliant Energy PowerHouse, VenuWorks of Cedar Rapids, LLC, 370 1st Ave NE, Cedar Rapids, IA 52401. 319.398.5211

Concessions shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, to Event attendees.

Event means 2023 CR Schools Graduations and all related activities.

Gross Ticket Sales means the total ticket sales less any applicable federal, state and local admission taxes and facility fee, when applicable.

Term means the period of this Agreement as set forth below under "term".

SCOPE OF USE

CLIENT warrants that said use is for the following and no other purpose:

2023 CR Schools Graduations

Spaces utilized for the above stated purpose will be as follows: Alliant Energy PowerHouse and all contiguous spaces not including the hotel or convention center.

FACILITY USE AGREEMENT



BOX OFFICE SERVICES

VENUE provides comprehensive box office services for ticketed events through the Ticketmaster system. Prior to making any public announcements, **CLIENT** must contact the Box Office Manager to make all arrangements for setting the event up on the Ticketmaster system, ticket pricing, discounts, pre-sale and public on sale dates.

~~**VENUE requires that all advertised ticket prices be inclusive of all fees and taxes.** Such fee and tax inclusion should be noted in all advertising materials. A net ticket price will be determined for settlement purposes and tax and fees will be added on to arrive at the advertised price. All tickets for events at the **VENUE** will be subject to a \$3.00 per ticket charge as a Facility Maintenance Surcharge. This facility fee belongs to **VENUE** and is not part of the gross sales of this event(s).~~

BOX OFFICE CHARGES

~~**CLIENT** shall pay the greater of 4% of gross receipts, after tax, capped at \$2,000.00 for box office services and ticket printing. **CLIENT** may receive up to 200 complimentary tickets for each performance at no charge. Complimentary tickets printed in excess of 200 will be charged the full \$3.00 Facility Maintenance Surcharge.~~

CLIENT agrees to provide **VENUE** with 1% of seating manifest, capped at 60, COMPLIMENTARY TICKETS for each performance covered by this Agreement at no charge.

CLIENT agrees to pay **VENUE** for credit card surcharges on ticket purchases only at the primary box office at 4% of ticket face value.

CLIENT agrees that VIP boxes in the **VENUE** are not manifested for the performances covered by this Agreement. **CLIENT** further acknowledges that **VENUE** may place an additional surcharge on some or all pre-licensed "higher-end" seats in sections 103 and 110 to cover fulfillment of food and beverage amenities.

TAXES AND SURCHARGES

The tickets sold will bear the following taxes and surcharges:

6%	State of Iowa	Sales Tax
1%	City of Cedar Rapids	Sales Tax
7%	Total Sales Tax	

NOVELTIES AND CONCESSIONS

VENUE retains 100% exclusive rights to sell program books, novelties, and souvenirs which directly relate to event.

VENUE will receive the following commissions on all novelties sales, net of taxes: electronic items/recorded media: 10%; soft goods: 20% Artist/Client sells or 25% **VENUE** sells. All revenues net of payment of the commission shall belong to **CLIENT**.

The **VENUE** reserves the right to operate and receive the income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and alcoholic/non-alcoholic beverages.

FACILITY USE AGREEMENT



INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION.

CLIENT must be named as the Insured on all Certificates of Insurance provided to **VENUE**.

CLIENT shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintain in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the **CLIENT'S** operations or occupancy under this Agreement, whether such operations be by **CLIENT** or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII (7)**.

CLIENT further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide that the State of Iowa, VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

Comprehensive General Liability:

\$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

Comprehensive Automobile Liability:

\$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

Worker's Compensation:

CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employer's liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts.

Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

Such policies shall further be endorsed so as to provide a **thirty (30)** day written notice of cancellation to **VENUE**, and **CLIENT** shall secure and provide **VENUE** with a Certificate of Insurance on a form approved by **VENUE**, which shall demonstrate compliance by **CLIENT** with these insurance requirements.

The **CLIENT** shall defend, indemnify and hold harmless the **VENUE** and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the **CLIENT**, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-

FACILITY USE AGREEMENT



from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the **CLIENT**, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the **CLIENT**, its agents, employees, or subcontractors.

In any and all claims against the **VENUE** or any of its agents or employees by any employee of the **CLIENT**, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the limitations on the amount or type of damages, compensation or benefits payable by or for the **CLIENT** or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

The **VENUE** and **CLIENT** hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism, and which loss or damage is covered and compensated by insurance.

A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the **VENUE** not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder or **CLIENT** shall forfeit its rights under this Agreement.

PLACE OF SUIT/CHOICE OF LAW

This Agreement is executed in the City of Cedar Rapids, State of Iowa, and shall be governed by, construed and enforced in accordance with the laws of the State of Iowa Any action at law, suit in equity, or other judicial proceedings for the enforcement of the Agreement or any provision thereof shall be instituted in any court of competent jurisdiction in the County of Linn, State of Iowa.

ADDITIONAL COVENANTS AND AGREEMENTS

Per law, the **VENUE** is a smoke-free environment that is enforced in all areas of **VENUE** buildings and grounds.

Attachments hereby incorporated as part of this Agreement:

Terms and Conditions

Facility Rental Packet

Ticket Office Rider

All conditions and regulations set forth on the attached documents are hereby incorporated as a part of this Agreement.

For **VENUE**:

For **CLIENT**:

By: _____

Michael Silva

Executive Director

By: _____

Print Name:

Title:

Date: _____

Date: _____

TERMS AND CONDITIONS



Venue Name:	Alliant Energy PowerHouse
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(For the purpose of these Terms and Conditions, "VENUE" shall mean the Alliant Energy PowerHouse, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by City of Cedar Rapids, to manage the Alliant Energy PowerHouse.)

1.0 BUILDING CONTROL

- 1.1 CONTROL OF FACILITY:** In occupying the building, property and/or grounds at VENUE, the CLIENT understands that VENUE does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.
- 1.2 RIGHT OF ENTRY:** Duly authorized representatives of VENUE may enter and/or be present within the VENUE premises, including those areas to be used for the event described herein at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall at all times be under the charge and control of VENUE.
- 1.3 NON-EXCLUSIVE RIGHT:** VENUE shall retain the right to use any portion of the facility not covered by this Agreement. VENUE also retains the right to re-enter or use any portion of its facility which becomes vacant for sufficient time to warrant doing so. VENUE shall retain the proceeds from all such actions.
- 1.4 INTERRUPTION OR TERMINATION OF EVENT:** VENUE shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause, the termination of such performance when, in the sole judgment of VENUE, such act is necessary in the interest of public safety.
- 1.5 EVACUATION OF FACILITY:** Should it become necessary in the judgment of VENUE to evacuate the premises because of a bomb threat or for other reasons of public safety, the CLIENT will retain possession of the premises for a sufficient time to complete presentation of activity without additional rental charge providing such time does not interfere with another building commitment. If it is not possible to complete presentation of the activity, VENUE charges shall be forfeited, prorated, or adjusted at the discretion of the VENUE based on the situation, and the CLIENT hereby waives any claim for damages or compensation from the VENUE.
- 1.6 DEFACEMENT OF VENUE FACILITY:** CLIENT shall not alter, add to, deface, repair and/or change facilities and grounds in any manner whatsoever, except with the prior written consent of VENUE. The facilities and grounds shall be maintained and vacated, as and when required, in as good condition as they were upon entry of CLIENT therein, reasonable wear and tear excepted. If VENUE and CLIENT agree to alter any VENUE facilities in any way, CLIENT shall be solely responsible for the cost of restoration.
- 1.7 DAMAGES:** CLIENT agrees to pay upon demand for all damage and/or injury done to VENUE facilities and personnel by CLIENT, by CLIENT'S associated staff and crew, by CLIENT'S artist(s) and client(s), and by CLIENT'S patrons. VENUE reserves the right to retain and apply the deposit and box office receipts (if deposit is not sufficient) for such damage and/or injury, notice thereof having been given to CLIENT. VENUE will provide detailed billing and accounting to CLIENT when needed restoration or replacement of damaged items is completed; or, in the case of injuries to personnel, when the total cost associated with the injury is compiled.
- 1.8 LOST ARTICLES:** VENUE shall have the sole right to collect and have the custody of articles left in the premises by persons attending any performance, exhibition, or entertainment given or held in the premises, and the CLIENT or any person in the

TERMS AND CONDITIONS



CLIENT'S employ shall not interfere with the collection or custody of such articles.

- 1.9 ANNOUNCEMENTS:** VENUE reserves the right to make announcements or display signage during the period of this Agreement, which would relate to future attractions and commercial messages. VENUE is also entitled to make such announcements as VENUE may deem necessary at any time in the interest of public safety. CLIENT agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats, and/or No Smoking announcements. VENUE reserves the right to display posters, banners and announcements, and to distribute literature concerning any activity it deems worthy.
- 1.10 SIGNS AND POSTERS:** CLIENT will not post or allow to be posted any signs, cards, banners or posters except upon such display areas as VENUE may provide or designate. Use of such areas is a non-exclusive right. All material is subject to approval by VENUE. By such approval, however, VENUE does not accept any responsibility in any manner for content. VENUE will remove any unauthorized signs at the CLIENT'S expense.
- 1.11 OPEN HOURS:** Doors shall be opened for event in accordance with advertised times, VENUE policy, and State Law.
- 1.12 INTERMISSIONS:** CLIENT agrees that every public performance, which is not staged within a single hour, will have an intermission period of not less than ten (10) minutes, excepting religious services or other engagements specifically excluded. VENUE reserves the right to assess a fee in advance, or a penalty after the fact, if an intermission is not held due to an act or omission of CLIENT, CLIENT'S associated staff, crew, artists, clients, or guests.
- 1.13 OBJECTIONABLE PERSONS:** VENUE reserves the right to refuse admission to, eject, or cause to be ejected from the premises any objectionable person or persons; and neither the VENUE nor any of its officers, agents, or employees shall be liable to CLIENT for any damages that may be sustained by CLIENT through the exercise by VENUE of such right.
- 1.14 SECURITY:** VENUE will exercise all reasonable care to safeguard property of the CLIENT while in the facilities. However, VENUE shall assume no responsibility whatsoever for any property placed in VENUE facilities and is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by reason of the occupancy of VENUE facilities or any part thereof under this agreement. All security or other protective service(s) desired by CLIENT must be arranged for and by special agreement with VENUE.
- 1.15 MIXER/CONTROL SEATS:** VENUE reserves the right to hold 112 seats until the day of the performance for the use of a mixer board(s) for a sound or a light system. The seats will be released for sale after it has been confirmed by VENUE management that these seats shall not be needed for mixing.
- 1.16 OTHER USE OF BUILDING:** VENUE reserves the right to rent other parts of the VENUE at the same time as the rental of the designated space(s) to CLIENT and VENUE reserves the use of the lobbies, hallways, vestibules, ticket office, lounges, and other public rooms and facilities as VENUE deems fit, provided that such use does not unreasonably interfere with use of the premises by the CLIENT. CLIENT has no right to enter or use the areas in the building comprising the administrative offices of VENUE, the mechanical rooms, the ticket office, or any other areas except as designated by VENUE.

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2.0 SERVICES PROVIDED

2.1 HEAT, LIGHT, UTILITIES: During the period of this agreement, VENUE will provide ventilation, air conditioning or heat, and overhead lighting for ordinary use, subject to a utility charge as outlined in the Schedule of User Fees in force on the date of the event. VENUE will provide, at its expense and at its discretion, continuous cleaning of corridors, public lobbies, and restrooms with necessary equipment, materials, supplies, labor and supervision.

2.2 ADDITIONAL SPACE: Available dressing rooms, office space and storage space will be provided by VENUE at the sole discretion of VENUE, at no cost to CLIENT. All other services or conditions will be at the expense of CLIENT.

2.3 ADDITIONAL SERVICES AND STAFFING: All labor and services not specifically mentioned above (see Services Provided), but required for the execution of CLIENT'S event shall be secured by VENUE and be considered reimbursable costs payable to the VENUE by the CLIENT, according to rates set down in the Schedule of User Fees in force on the date of the event. Such services shall include, but are not limited to, those performed by technicians, laborers, security guards, ushers, house manager, traffic personnel, paramedics, stage manager, technical director, house electricians and cashiers.

2.3.1 In cases of special custodial services necessitated by an event, CLIENT shall pay costs of these services as a reimbursable expense to VENUE. VENUE retains the right to determine the appropriate number of personnel necessary to properly serve and protect the public. All personnel provided by the VENUE shall remain employees of the VENUE and will be under direct VENUE staff supervision.

2.4 CONTRACT SERVICES: VENUE reserves the exclusive right to furnish, install, or provide electricity, gas, water, waste water, compressed air and steam services. Such services shall be provided on written order at the then prevailing published rates for such services. CLIENT may contract with persons approved by VENUE for services not available from VENUE.

2.5 CATERING: All catering must be performed by VENUE's in-house caterer unless agreement to the contrary is reached in writing no fewer than ten (10) days prior to the event.

3.0 EVENT REQUIREMENTS

3.1 TALENT CONTRACT: The CLIENT certifies and attests that CLIENT has a valid, properly executed and compatible contract with the performer(s) whose services form the basis for the desire to rent the facility. The CLIENT shall submit to VENUE upon demand a copy of said contract with the performer(s).

3.2 PRODUCTION REQUIREMENTS: CLIENT agrees to furnish VENUE with detailed production and house requirements and/or information for CLIENT's use of space(s) no later than four (4) weeks prior to the beginning of the use period. The intent of the foregoing is to enable both parties of this contract to anticipate and work out in advance any problems that might/can occur relating to CLIENT's use of space(s). VENUE requires advance information in order to schedule the appropriate personnel and equipment for CLIENT's use of space(s) and to compile expense estimates.

3.3 EQUIPMENT AND UTILITIES: VENUE will provide equipment and utilities presently owned by VENUE at CLIENT's expense as listed in the Schedule of User Fees. Additional equipment or utilities required shall be provided and paid for by CLIENT. VENUE reserves the right to operate/control all equipment and utilities used for CLIENT's event.

3.4 CLIENT PROVIDED EQUIPMENT: CLIENT warrants that all equipment brought into VENUE shall be in good working order and meet applicable safety regulations. CLIENT

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accepts responsibility for proper and safe operation, supervision and guarding of its equipment.

- 3.5 PRODUCTION CONSULTING:** VENUE will provide a reasonable amount of complimentary production consulting; however, a charge will be levied for any excessive demands placed upon VENUE employees.
- 3.6 SCHEDULE:** VENUE agrees that all load-ins, set-ups, take-downs, load-outs, and any other work calls shall be scheduled at times specified by VENUE unless CLIENT has specific schedule obligations from other contract agreements that may pertain to CLIENT's use of VENUE. In the absence of any such obligations and/or waivers, all take-downs and load-outs shall take place immediately following CLIENT's use of space(s). Should CLIENT fail to fulfill the obligations of the schedule as specified, then VENUE may remove and store all equipment and/or property belonging to CLIENT at CLIENT's expense and risk.
- 3.7 AUTHORIZED AGENT:** An authorized representative of the CLIENT, with decision-making capabilities, must be on the premises in and/or available to the space(s) being used by CLIENT for the duration of any load-in, set-up, rehearsal(s), performance(s), take-downs, and load-out of all scheduled events, unless prior arrangements have been made with the appropriate staff of VENUE.
- 3.8 PUBLIC ADDRESS SYSTEM:** VENUE shall furnish, at CLIENT expense, the facility's public address system as needed. This system shall be operated according to rules and regulations established by VENUE.
- 3.9 ADDITIONAL EQUIPMENT:** If CLIENT requires additional production, stage, shop, house, and other building equipment beyond what is considered "in-house," then VENUE can and/or will rent or procure such equipment and charge to CLIENT any cost associated with obtaining such equipment with an added fifteen percent (15%) service charge. If CLIENT declines to have VENUE obtain such equipment, then CLIENT must coordinate the use of any outside services with VENUE. The intent of the foregoing is to ensure both parties that outside services are compatible with VENUE policies and facilities.
- 3.10 TRANSPORTATION:** All transportation of CLIENT equipment and personnel required for this event shall be the responsibility of the CLIENT.
- 3.11 CLOSED CIRCUIT TELEVISION EQUIPMENT:** CLIENT agrees to provide primary and back-up projection units for all closed-circuit television events, said units to be in place and tested in the facility no less than four hours before the scheduled event time.
- 3.12 NOTIFICATION:** It is the obligation and responsibility of CLIENT to timely inform the artist's management and/or client(s) contracted with CLIENT of any and all general conditions, restrictions and policies specified in this Agreement. VENUE shall not be held responsible for any discrepancies, difficulties and/or charges that might occur if CLIENT's artist and/or client(s) is or was not aware of VENUE's restrictions and policies.

4.0 INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION

- 4.1 CLIENT** must be named as the Insured on all Certificates of Insurance provided to **VENUE**.
- 4.2 CLIENT** shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintained in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide it with complete coverage and protection from and against claims, actions or lawsuits for damages because

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of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the CLIENT's operations or occupancy under this Agreement, whether such operations be by CLIENT or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII** (7).

4.3 CLIENT further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

4.3.1 Comprehensive General Liability: \$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

4.3.2 Comprehensive Automobile Liability: \$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

4.3.3 Participants Liability: CLIENT agrees that if event is a contact sport, CLIENT will have and maintain in full force a Participant's Liability policy with limit NOT LESS than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate and any statutory policies as required by the state of Iowa licensing board for the particular contact sport.

4.4 Worker's Compensation: CLIENT further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employers' liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

4.4.1 Such policies shall further be endorsed so as to provide a thirty (30) day written notice of cancellation of VENUE, and CLIENT shall secure and provide VENUE with a Certificate of Insurance on a form approved by VENUE, which shall demonstrate compliance by CLIENT with these insurance requirements.

4.4.2 The CLIENT shall defend, indemnify and hold harmless the VENUE and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the CLIENT, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the CLIENT, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the CLIENT, its agents, employees, or

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subcontractors.

4.4.3 In any and all claims against the VENUE or any of its agents or employees by any employee of the CLIENT, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the any limitations on the amount or type of damages, compensation or benefits payable by or for the CLIENT or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

4.5 The VENUE and CLIENT hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism and which loss or damage is covered and compensated by insurance.

4.6 A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the VENUE not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder, or CLIENT shall forfeit its rights under this Agreement.

5.0 SHIPPING AND STORAGE

5.1 SHIPMENTS: CLIENT shall not direct shipments to VENUE prior to the first set-up day as listed on the face of this Agreement without advance written permission of VENUE. VENUE reserves the right to refuse CLIENT's shipments prior to said date.

5.2 STORAGE: CLIENT assumes all responsibility for any goods or materials which may be placed in storage with VENUE before, during or after event.

5.3 CLIENT PROPERTY: VENUE will accept delivery of property addressed to CLIENT only as a courtesy to CLIENT and CLIENT hereby releases and agrees to hold harmless and indemnify the VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein for loss of, or damage to, including, but not limited to destruction of such property in the receipt, handling, care or custody of such property at any time. CLIENT further agrees to indemnify and hold harmless all of the aforesaid indemnifies from all claims, lawsuits, litigation, judgments, damages and costs arising out of loss of or damage to, including, but not limited to, destruction of such property on the premises of VENUE. Under no circumstances shall the VENUE or any of the aforesaid indemnifies be considered a bailee of such property at any time, for any reason.

6.0 SETTLEMENT

6.1 TICKET RECEIPTS: All ticket receipts will remain under the control of the VENUE or its designated ticket agency until final settlement has been concluded. VENUE will make no advance payments of any portion of ticket receipts to CLIENT under any circumstances.

6.2 SETTLEMENT DATE AND TIME: Settlement shall occur on the final day of this Agreement or no later than thirty (30) days following presentation of the final billing and shall consist of VENUE remittance to CLIENT all ticket office receipts, less VENUE charges and commissions, labor and equipment fees, all reimbursable expenses, and other appropriate fees as allowed for in this Agreement. If all reimbursable expenses are not known at the time of settlement, the VENUE shall withhold an estimate plus ten percent (10%) contingency. Any unused portion to be returned to CLIENT with final settlement statement as soon thereafter as possible. CLIENT waives all rights to that portion of the Ticket Office receipts necessary to pay ACTUAL costs accrued by VENUE. Where no Ticket Office receipts are involved, VENUE shall present to CLIENT a statement of expenses and either: (1) collect payment of expenses beyond sum of advance payments; or (b) return to CLIENT the unused portion of advance payment.

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- 6.3 METHOD OF PAYMENT:** All VENUE payments of ticket proceeds are made by VENUE check. If cash is required as part of the settlement, requests must be made in writing to VENUE at least three (3) working days before the event.
- 6.4 DEDUCTIONS:** CLIENT shall be responsible for payment of any federal, state and local taxes which may be levied against the entertainment and/or activity being presented or on the admissions to such entertainment and/or activity; provided, however, that VENUE may withhold and pay any taxes collected by it on behalf of CLIENT which VENUE deems its responsibility to collect and pay, including, but not limited to, State Sales Tax.
- 6.5 COPYRIGHTS:** CLIENT will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the entertainment and/or activity being presented. CLIENT shall obtain and pay for all appropriate American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), SESAC, Global Music Rights (GMR), and other similar licenses for the entertainment and/or activity and shall provide (upon request) written proof of licenses to VENUE; failure to provide such proof will be cause for VENUE to collect and make payment of license fees on behalf of CLIENT. CLIENT agrees to indemnify, defend and hold harmless VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein from any and all claims, lawsuits, litigation, judgments, costs, royalties or damages, including, but not limited to, legal fees, which might arise from use or proposed use of any such material described above.
- 6.6 REGULATIONS AND PERMITS:** CLIENT agrees that CLIENT and all CLIENT's associated staff, crew, artists, agents and clients connected with CLIENT's use of VENUE building and/or grounds shall abide by and conform to all federal, state and local laws, rules and regulations and by all facility rules and regulations as provided by VENUE; and VENUE will require that its agents or employees likewise so comply. CLIENT agrees to acquire and pay for all necessary licenses and permits.
- 6.7 ADA:** CLIENT agrees to abide by and conform to the Americans with Disabilities Act. CLIENT shall be responsible for ensuring that all services for individuals with disabilities as outlined in this act are fulfilled in regard to the CLIENT's event(s) defined herein.
- 6.8 AGREEMENT TO QUIT PREMISES:** CLIENT agrees to quit premises no later than the end term of this Agreement and further agrees to leave premises in condition equal to that at the commencement date of this Agreement, ordinary wear and use thereof only excepted. CLIENT agrees that all materials pertinent to the event which are not in the possession of VENUE will be removed from premises before the expiration date of this Agreement. The VENUE shall be authorized to remove at the expense of the CLIENT all material remaining on the premises on the termination date of this Agreement. CLIENT shall be responsible for payment of storage costs for such materials, and CLIENT agrees VENUE shall in no way be responsible for loss, damage or claims against materials removed or stored under this provision. CLIENT agrees that VENUE will have first lien on such materials for payment of costs accrued for removal and storage.
- 6.9 SHARING STATISTICS WITH TRADE PUBLICATIONS:** It is the desire of VENUE to submit ticket counts and gross box office receipts for all touring non-sporting events and non-family entertainment to Pollstar, Venues Today and any/all other trade publications as VENUE deems necessary. CLIENT must notify VENUE in writing prior to the end of the event if these statistics are not permitted to be published, and in so doing notify VENUE if CLIENT will be submitting these stats to the trades on their own. VENUE may still send the information anonymously at the end of the year as each trade permits.

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7.0 ADVERTISING

- 7.1 LOGO:** The VENUE logo and name must appear in all print event advertising.
- 7.2 HONEST AND TRUE:** CLIENT agrees that all advertising of this event will be honest and true and will include correct information on event times, ticket prices and place of event.
- 7.3 EVENT ADVERTISING:** CLIENT shall provide VENUE with copies of all advertising and media releases relating to the event(s) described herein at least two business days in advance of the placement or release of said materials. CLIENT agrees to discontinue and/or correct any advertising and announcements of the entertainment and/or activity being presented by CLIENT which VENUE determines, in its sole discretion, to be dishonest, misleading, untruthful, containing incomplete information, damaging to the reputation of VENUE or which does not accurately convey the date(s) of such entertainment and/or activity, the type of admission (general or reserved seating) and the correct ticket price(s). VENUE and CLIENT mutually agree to determine the time at which CLIENT'S event will be announced and/or released to the public.
- 7.4 SALES AND USE OF ADVERTISING SPACE:** All advertising space on VENUE premises is the exclusive property of and subject to control by VENUE, and all receipts therefrom shall accrue to VENUE. No advertising by CLIENT shall be permitted, except by prior written permission of VENUE.
- 7.5 ADVERTISING BILLING:** The VENUE will charge CLIENT gross rate less any applicable discount according to the Schedule of User Fees in force on the date of the event covered by this Agreement for advertising placed by VENUE on behalf of CLIENT. The VENUE will not pay for advertising of an event which has been placed directly by CLIENT without prior approval by VENUE and written authorization from CLIENT.
- 7.6 STATEMENT OF EVENT SPONSORSHIP:** The use of VENUE facilities by any organization, individual or group of individuals does not in itself constitute endorsement by VenuWorks, Inc. or City of Cedar Rapids, of that organization, individual or group of individuals, nor of any product, service, precept or tenet of any kind. Those using VENUE facilities are forbidden to express or imply such endorsement in any of the programs or performances carried on in the facilities or in advertising or promotion associated with such events. A statement of true event sponsorship must appear in all advertisement of this event. The VENUE reserves the right to withhold its name or logo from any advertisement, if used in any way other than for place of event.
- 7.7 OTHER EVENTS:** VENUE reserves the right to distribute to the audience announcements and literature concerning any upcoming attractions.

8.0 BROADCAST RIGHTS

- 8.1** The VENUE reserves all rights and privileges for radio broadcasting, televising, filming, videotaping, sound recording, photographing, or any kind of reproduction of whatever nature originating from the VENUE facility during the term of this agreement. Should the VENUE grant to CLIENT such privilege, VENUE has the right to require payment for said privilege in addition to rental fee. Such permission must be obtained in writing in advance of broadcast date.

9.0 MEDIA COVERAGE

- 9.1** The VENUE will honor requests from working media and photographers to photograph portions of the CLIENT's event, subject to reasonable and proper restrictions, unless specifically prohibited by the CLIENT.

TERMS AND CONDITIONS



9.2 The VENUE reserves the right to use photographs of, and references to, the event, subject to reasonable and proper restrictions, for promotion of VENUE and/or archival purposes.

10.0 PUBLIC SAFETY

10.1 CLIENT shall at all times conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with VENUE to ensure such safety.

10.2 All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities on premises shall be kept unobstructed by the CLIENT and shall not be used for any purpose other than ingress or egress to and from the premises.

10.3 CLIENT agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises, or which is likely to constitute hazard to property thereon without the prior approval of VENUE. VENUE shall have the right to refuse to allow such material, substance, equipment or object to be brought onto the premises and further shall have the right to require its immediate removal therefrom if found thereon.

10.4 CLIENT and its invitees are prohibited from bringing firearms of any kind into the VENUE, with the exception of those carried by law enforcement officials or as part of a related firearms shows or exhibit.

11.0 CANCELLATION

11.1 RIGHT TO CANCEL: VENUE reserves the right to terminate this Agreement for good cause which shall not include subsequent scheduling of a preferred event.

11.1.1 Should CLIENT default in the performance of any of the terms and conditions of this agreement, VENUE at its option may terminate the same.

11.1.2 VENUE reserves the right to cancel this Agreement if it receives evidence that the artist(s) and/or client(s) named in the contract or audiences of the named artist(s) and/or client(s) have violated laws, caused disturbances and/or taken any action resulting in injury at any performance and/or activity prior to the proposed appearance at VENUE.

11.1.3 In the event VENUE does terminate this Agreement the CLIENT shall be liable for full payment of the fees accrued to point of termination and for all reimbursable expenses. Should VENUE exercise said right to terminate this Agreement, CLIENT agrees to forego any and all claims which might arise by reason of the terms of this Agreement and CLIENT shall have no recourse of any kind against VENUE.

11.2 CANCELLATION BY CLIENT: If CLIENT shall cancel for any reason other than those set forth in Section 12.8, or fail to take possession of or to use the facilities substantially in accordance with this Agreement, unless otherwise agreed to in writing, then VENUE shall be entitled to liquidated damages equal to the minimum daily base rental, 100% of applicable ticket handling fees on the sale of tickets up to the time of cancellation, plus any other disbursement or expenses incurred by VENUE in connection with the event.

11.3 CANCELLATION: In the case of any cancellation of any performance and/or activity, the CLIENT shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media. In the event of default of such obligation by CLIENT as determined by VENUE in its reasonable discretion, VENUE reserves the right

TERMS AND CONDITIONS



to make such announcements at the expense of CLIENT.

12.0 ADHERENCE TO CONTRACT TERMS

- 12.1 ALTERATION:** Any alterations to this agreement must be agreed to and initialed by both parties prior to signing.
- 12.2 RETENTION OF VENUE PRIVILEGES:** Failure of VENUE to insist upon strict and prompt performance of the covenants and agreements hereunder, shall not constitute or be construed as a relinquishment of VENUE's right thereafter to enforce the same strictly.
- 12.3 NON-ASSIGNMENT:** CLIENT will not assign, transfer or subject this Agreement or its right, title or interest therein without VENUE's prior written approval.
- 12.4 SUIT TO ENFORCE:** Should VENUE institute a suit or other action against CLIENT as a result of CLIENT's failure to comply with any terms of this Agreement, VENUE shall recover all damages provided by law, all costs and disbursements provided by statute and all costs actually incurred, including reasonable attorney's fees.
- 12.5 COURT ACTION:** If any portion of this agreement shall be found invalid by any court having jurisdiction thereof, such invalidity shall not affect any other section or provision or portion of this Agreement. The parties agree that the provisions of this Agreement are to be deemed severable in the event of any judicial determination of partial invalidity.
- 12.6 INTERRUPTIONS AND CANCELLATIONS:** VENUE may without liability refuse to perform any obligation(s) otherwise arising under this Agreement if performance of such obligation(s) would in any way violate or result in conflict on the part of the VENUE or CLIENT with federal, state and/or local laws, or to be objectionable or contrary to public interests, all such judgments to be made by VENUE in its sole reasonable discretion.
- 12.7 APPROVAL OF CONTRACT:** It is agreed that this Agreement will not be in force until it has been signed by both parties.
- 12.8 UNAVOIDABLE HAPPENING:** In the event that (a) VENUE or any portion thereof shall be destroyed or damaged by fire or any other cause so as to prevent the use of the premises for the purposes and during the periods specified herein, (b) if the premises cannot be so used because of strikes, acts of God, national emergency or other cause beyond the control of VENUE, then this Agreement shall terminate and the CLIENT hereby waives any claim against VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein for damages or compensation by reason of such termination except that any unearned portion of the rent due hereunder shall abate, or if previously paid, shall be refunded by VENUE to the CLIENT. This clause shall be invoked at discretion of VENUE.
- 12.9 INDEMNITY:** CLIENT agrees to indemnify, defend and hold harmless VENUE, its parents, subsidiaries, affiliates, officers, directors, employees, insurers and agents; VenuWorks of Cedar Rapids, LLC; City of Cedar Rapids; City of Cedar Rapids DBA Doubletree by Hilton Cedar Rapids Convention Complex; VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents from any and all demands, claims, suits, actions or liabilities resulting from injuries or death to any persons, or damage or loss of any property prior to, during, or subsequent to the period covered by this Agreement arising from any activity undertaken by CLIENT or by VENUE

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or their employees or agents in performance of any terms, conditions, or promises under this Agreement for the use of facilities leased or services obligated hereunder, except with respect to any such demand, claim, suit, action or liability proven to be due solely to the willful act of VENUE for which VENUE similarly agrees to indemnify CLIENT. No claim or litigation shall be settled without prior written approval of VENUE.

12.10 DISCRETIONARY MATTERS: It is agreed that any matters not expressly incorporated in this Agreement will be at the discretion of VENUE.

12.11 STATE LAW: The validity, construction and effect of this contract shall be governed by the laws of the State of Iowa.

13.0 CIVIL RIGHTS

13.1 CLIENT agrees not to discriminate against any employee or any applicant for employment because of race, religion, sex, marital status, age or national origin and further agrees to likewise not discriminate for those same reasons against any persons relative to admission, services or privileges offered to or enjoyed by the general public.

14.0 COMPLETE AGREEMENT

14.1 All terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives and assigns, and cannot be waived by any oral representation or promise of any of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this contract.

Venue Initials_____Date_____

Client Initials_____Date_____

FACILITY RENTAL PACKET



I. GENERAL INFORMATION

GENERAL TERMS

If the main spectator area is rented, there is no additional charge for using the support areas.

VENUE reserves the right to adjust rental rates when doing so is in the best interests of the VENUE and its OWNER.

Daily rental fee includes use of designated space only. Client is charged for all necessary labor, supervision, special equipment and/or utilities

MOVE IN/MOVE OUT/REHEARSALS

Required move-in, move-out and rehearsal days are in addition to daily rental rate for show day(s). Additional rent will not be charged for move-in, set-up, tear-down or rehearsals if those activities occur on the same day(s) of the event.

~~MULTIPLE SHOWS~~

~~Multiple shows on the same day will be charged one-half rate (minimum) against ten percent (10%) of gross receipts after tax, for each additional show.~~

TAX RATE

The sales tax rate for Cedar Rapids, IA is 7%. The VENUE will retain State sales tax from ticket proceeds when our ticket office is utilized and for merchandise sales during those events.

Clients needing temporary sales tax permits for exhibitors or vendors should contact the State Department of Revenue and Finance.

EQUIPMENT RATES

The use of all in-house equipment is included with the rental of the building, with the exception of items listed below. All prices on the following items are based on availability of VENUE inventory. Additional equipment may be rented through local suppliers at prevailing rates. Certain items do not include labor required to set up, take down or operate the equipment. Please contact the Event Manager at least 30 days in advance of your event to determine equipment requirements.

FACILITY RENTAL PACKET



II. EVENT PLANNING

ASSIGNMENT OF DATES

To check availability of dates, call Skylar Lewis, Booking Manager, at 319.731.4504 or email s.lewis@creventslive.com. If requested, VENUE will place a tentative hold on available date(s).

If VENUE receives an inquiry by another party for those dates that you are holding, we will contact you to confirm your intention to utilize the building on that date. If you intend to use the building and the second party wishes to challenge the date, we would then require you to go to contract and provide a non-refundable deposit within 48 hours. If you are not able or decline to go to contract and provide a deposit within the 48 hours, the second party would go to contract and provide a deposit to secure the date in question. If neither organization contracts, the first organization would then be contacted to ascertain if they wished to retain their hold on the date.

DEPOSITS

First-time clients of VENUE are required to pay a deposit in the full amount of the facility rental plus advertising expenses, due 30 days prior to the start of the event or prior to the start of any advertising campaign, whichever comes first. All deposits are non-refundable.

For repeat clients of VENUE, in good standing, the deposit amount will be one-half of the facility rental amounts, due 90 days prior to the start of the event. All deposits are non-refundable.

VENUE reserves the right to require a deposit in the amount sufficient to cover all costs of production based on the estimated show related expenses prepared by VENUE. This deposit will be in the form of a cashier check or direct wire transfer and may be required at any time prior to the event.

INSURANCE

A certificate of insurance is required 30 days prior to each scheduled event indicating proof of coverage in the amount of \$2,000,000.00. The insurance coverage should begin at the time of event move in and end at the completion of move out.

Additional Insured Language

City of Cedar Rapids; VenuWorks of Cedar Rapids, L.L.C.; and VenuWorks, Inc.; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an Additional Insured.

Other Mandated Insurance Provisions

- Only insurance companies that are licensed as an admitted carrier in the State of Iowa will be acceptable. They must be rated in the current "Best" key rating guide with an "A-VI" rating or better.
- All insurance policies shall evidence primary coverage and shall not be contributory to any other policy.
- The legal entity entering into the facility lease agreement must be identified as a named insured on the insurance certificate.
- The Client must provide evidence of workers compensation coverage.
- Insurance coverages must name the venue and the additional insureds listed above as additional insureds.
- The venue shall be the certificate holder.
- The Client's property in the building is the responsibility of the Client. The VENUE, VenuWorks, or VENUE OWNER will not insure the Client's property.
- All coverages are required. Example: The Client is not excused from providing auto liability coverage just because they don't plan to use any vehicles.
- Minimum acceptable Limits of Liability are as follows:

FACILITY RENTAL PACKET



All policies must be written on a per occurrence basis as indicated as such on the certificate of insurance. All policies must be written with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. An umbrella policy may be used to achieve these limits of coverage. (Essentially, this means that two separate insurance policies may be used as long as the aggregate limits of coverage are delivered.)

Auto Liability

Owned, non-owned and leased autos - \$1,000,000.

Workers Comp

As evidenced or where limits are directed by the state if it is one of those that are monopolistic with regard to WC.

ESTIMATES

As requested, VENUE will issue a good faith estimate to the Client or authorized Client of any event. The estimate is based upon the information available at the time of the inquiry. A preliminary estimate can be affected by additional requests for staffing, equipment, or technical assistance as well as length of performance. Therefore, it is beneficial to both parties to discuss full details prior to issuing a preliminary estimate. If a technical rider is available for your event, a copy should be forwarded to the VENUE at the earliest possible date.

SETTLEMENT & PAYMENT POLICY

VENUE is capable of settling the expenses from your event in two manners. Settlements may occur a short time after the event through the United States Postal Service or settlement for events where tickets are sold may occur once the event has finished.

ADVERTISING/PUBLICITY/PROMOTION

VENUE has an excellent in-house advertising agency. Services include:

- Coordination of all cash buys by the Marketing Department, utilizing the established contracted media rates exclusive to VENUE.
- Featuring the event on the VENUE Web Site and outdoor marquee.
- Venue email database of subscribers.
- Distribution of press releases detailing event to all media.
- Mailing or faxing of trade letters and corresponding trade agreements (associated expenses-postage, paper, etc. - will be billed at settlement).
- Coordination of all local promotions and publicity for event.

In exchange for the above services, VENUE will receive a fifteen percent (15%) agency commission on all cash buys placed.

Clients choosing not to utilize our in-house advertising agency services to buy their advertising, but wishing to take advantage of the above listed services, would be assessed a fee equaling ten percent (10%) of their total marketing budget.

TICKET OFFICE SERVICE

The VENUE operates a ticket office service on site five days a week and at all ticketed events. All tickets for VENUE events will be printed and handled by the VENUE. Events will be set-up on the Ticketmaster system and sold through said system. The VENUE has retained the services of Ticketmaster for computer ticketing services in the VENUE ticket office; phone orders, online orders and outlets are also contracted with Ticketmaster by the VENUE.

Lessee will pay ticket handling of four percent (4%) of gross receipts after sales tax. In addition, Lessee will reimburse VENUE for charge card fees at the prevailing rates. All tickets sold to VENUE events will be subject to a \$3.00 per ticket Public Facility Maintenance Surcharge (PFMS.). Events that do not have ticket sales and are considered free will be subject to a PFMS surcharge equal to twenty-five percent (25%) of the daily performance rental charge. PFMS will be considered fees belonging to VENUE and not part of the gross sales of any event.

FACILITY RENTAL PACKET



All tickets sold at Ticketmaster outlets, telephones and internet will be subject to convenience charges. Convenience charges will be considered fees belonging to Ticketmaster and not part of the gross sales of any event.

GROUP SALES SERVICES

The Group Sales Services for the VENUE consists of extending group sales to area corporations and other groups. This offer of group sales can be extended via personal telephone calls, facsimile, email and/or flyers. A minimum group discount can also be offered as an incentive for group sales. Group discounts can be directed towards specific performances in multi- performances events or offered in conjunction with specific ticket price(s) for events with a variety of ticket prices.

The VENUE has a well-established in-house database, including targeted mailing lists for a variety of events. These mailing lists may be utilized in the distribution of a group sales flyer. A flyer may be provided by the client, or produced in- house, with all expenses associated with the mailing of the flyer (postage, paper, envelopes, etc.) reimbursed at settlement.

In exchange for any or all of these group sales services, the VENUE will retain a ten percent (10%) commission on all ticket sales made through this service.

MERCHANDISING / NOVELTIES

Novelty items sold at VENUE are subject to the appropriate State of Iowa sales tax, plus the following commissions to the VENUE: 10% on electronic/recorded media and 20% on soft goods if Artist/Lessee sells or 25% if VENUE sells. This would include all material originating from VENUE for resale to the general public; such as commemorative photographs and/or videos. Contact Sean Meloy at the VENUE at s.meloy@creventslive.com or by phone at 319.731.4530 three weeks prior to your event to make arrangements.

III. BUILDING POLICIES

AMERICANS WITH DISABILITIES ACT OF 1990

VENUE strives to provide equal opportunity access to all services and events within the facility. VENUE reserves the right to require Clients to comply with codes pertaining to the American Disabilities Act of 1990 (ADA) including, but not limited to, providing special seating areas, access and services.

BALLOONS

Balloons containing helium or lighter than air products are not allowed inside the facility. Air-filled balloons may be approved by the Event Manager for permanent attachment to authorized displays. If a Client uses balloons for displays, they take full responsibility financially for removing any balloons that break from their tether. The financial responsibility may include the cost associated with rental of a lift capable of reaching the ceiling of the facility and the labor required to completely remove them.

CAMERAS/VIDEO AND AUDIO RECORDING

As a general rule, cameras are not allowed for any events held at VENUE when tickets are sold utilizing the Ticketmaster system or any other show where the Client will not allow cameras. Video and audio recording devices are strictly prohibited. If Client wishes to allow these devices, they must inform the Event Manager well in advance of the event.

DECORATIONS/TAPE/CONFETTI/STICKERS

All decorations must be placed in accordance with the following VENUE regulations:

- No decorations may be displayed in a manner that may cause damage to the facility.
- Prior to taping any decorations or signs to any surface, Client must have permission of VENUE and use tape that is approved by the facility. Generally, masking tape or duct tape are safe for use on non-painted surfaces. No decorations or signs may be taped on painted surfaces. Client is responsible for removing decorations and signage and any tape residue with an approved solvent unless prior arrangements are made.
- No decorations may be placed in any area that blocks public ingress or egress.
- Decorations must not be placed in any area that obstructs the sight lines for a performance.

FACILITY RENTAL PACKET



- Signage may not be attached to or near VENUE permanent signage.

Confetti, sand, glitter, and stickers are difficult to clean up and therefore will require additional clean-up costs if used. The additional clean-up labor will be billed at the current Environmental Services rate (see Section II) with a minimum charge of \$250. VENUE reserves the right to prohibit these items for any event.

DELIVERIES AND MATERIAL STORAGE

Due to limited space and liability, VENUE does not accept deliveries for Client prior to the dates contracted for their event, unless prior arrangements are confirmed with the Event Manager. All deliveries made to the Client during the term of their lease should include the event or Client name and the name of the person the material should be routed to. All freight should be sent to the following address:

Alliant Energy PowerHouse
370 1st Ave NE
Cedar Rapids, IA 52401
Attn: CR Schools Graduations

FLAMMABLE MATERIALS

Flammable materials may not be stored within the facility without prior approval from the Event Manager. At no time will Client be allowed to use or store any flammable material in any unsecured public area.

LOST AND FOUND

All lost and found items turned in at VENUE are recorded and kept on file for 30 days at VENUE's Administrative Office. Items may be claimed during office hours 9:00 a.m.-5:00 p.m., Monday through Friday.

FOOD AND BEVERAGE

No food or beverage may be brought into, sold, or distributed in the VENUE without written authorization from VENUE management and approval of Director of Food and Beverage. All on-site, backstage and event catering must be arranged through the Director of Food and Beverage. As the exclusive concession and catering coordinator for the VENUE and based on VENUE and Director of Food and Beverage sole discretion, Director of Food and Beverage reserves the following rights: 1) to determine if concessions will be sold during the event; 2) to determine what concession items will be available for sale; and 3) to determine hours of operation.

PROMOTIONS

Any promotions (i.e. ticket giveaways, discounted tickets, meet and greet, banners, sponsor booths, product giveaways, etc.) must be submitted for approval to VENUE at least 14 days in advance.

PUBLIC SAFETY

VENUE management has the final authority to take whatever action it deems necessary to protect the safety of patrons within the building. This includes, but is not limited to:

- Client will not be allowed to block any aisle or fire exit.
- No material that presents a potential health or fire hazard will be allowed inside the building.
- Client must allow VENUE to make a Public Address announcement if facility management deems it necessary to ensure the safety of a member of or the entire audience (i.e. a request for patrons to return to seats or evacuation, etc.)
- VENUE does not in any way condone body surfing, moshing, or stage diving. Patrons who participate in any of the activities listed above may be subject to ejection. VENUE reserves the final decision on the removal of any patron involved in above activities.

PYROTECHNICS

Any event using pyrotechnic effects must comply with VENUE Fireworks, Pyrotechnics and Flame Effects Procedures and will be required to submit the following to the VENUE Event Manager at least six (6) weeks prior to the event:

- Certificate of Insurance for the display operator with liability limits and additional named insureds as listed in Section III
- Copy of display operator's pyrotechnician license valid for largest classification of effect used

FACILITY RENTAL PACKET



- A detailed effects plot and diagram of the display location
- A listing of effect details (placement, weight of charge, direction, size of effect, MSDS sheets, etc.).
- Copy of City of Cedar Rapids Pyrotechnics Display Permit
- \$100.00 application processing fee

VENUE reserves the right to require a walk-through inspection or full demonstration of effects in the presence of the local Fire Inspector for any pyrotechnic display. Any expense incurred by the Fire Inspector walk through will be charged to settlement.

SIGNAGE/SPONSORSHIPS

All sponsorships and signage related to sponsorships must be approved by VENUE in advance. VENUE will not unreasonably deny any request, but must ensure that sponsorships, promotions, and signage do not conflict with building sponsorship packages or present a danger to patrons.

SMOKING POLICY

By State law, the VENUE is a smoke free facility. Patrons attending an event at VENUE will be directed to an area where smoking is permitted. Client is requested to make sure show personnel, exhibitors, and vendors also respect this policy and smoke only in designated areas.

STAFFING

VENUE reserves the right to set all staffing requirements for events. VENUE will work closely with Client to make sure both the facility and Client's needs are met. VENUE will be the sole provider of all ushers, ticket selling, ticket taking, security, stagehands, maintenance, or any other event related staff unless previous arrangements are made.

TIPPING

VENUE employees are not permitted to accept tips or gratuities in cash, merchandise or tickets.

Facility Initials_____Date_____

Client Initials_____Date_____

TICKET OFFICE RIDER



Facility
Name:

Alliant Energy PowerHouse

- 1.0 **RESPONSIBILITY:** In the handling, control and custody of ticket receipts, whether received through the ticket office or otherwise, VENUE is acting for the accommodation and sole benefit of CLIENT and, as to such receipts, VENUE shall be responsible only for gross neglect or bad faith.
- 2.0 **CONTRACT/DEPOSIT:** Tickets will not be put on sale until after receipt of the signed Facility Use Agreement and any advance rental deposit required by the Agreement has been received.
- 3.0 **TICKETMASTER:** VENUE has a contract with Ticketmaster to provide computerized ticketing service.
- 4.0 **EVENT TICKETS:** Tickets for events occurring in the VENUE must be ordered through VENUE utilizing VENUE's Ticketmaster contract or if applicable, VENUE issued roll tickets. All sales of tickets will be reported through the VENUE's Ticket Office.
 - 4.1 Ticket copy, prices, discounts, date(s) and time(s) and any notification of tickets to be withheld from sale by CLIENT must be submitted to VENUE no less than seven (7) working days before the on-sale date of event.
 - 4.2 CLIENT agrees to sell all tickets at the prices as advertised.
 - 4.3 In no event shall tickets to any concert, entertainment or other use being made of facility by CLIENT be sold or disposed of in excess of seating capacity of the house. CLIENT shall not admit to the facility a greater number of persons than can safely and freely move about and the decision of VENUE management in this respect will be final. CLIENT agrees that any seats with limited or impaired vision or any behind stage seats will be sold, only if limitation is clearly marked. VENUE will have the right to retain a certain number of seats as backup for sound console and problem seat locations.
 - 4.4 CLIENT shall provide VENUE's Ticket Office with written notification of any discount and/or special ticket offer, and supply sample copies of all coupons and/or printed materials relating to the discounts no less than seven (7) business days prior to the on-sale date of the event. CLIENT will provide complete information pertaining to disclaimers, availability of discount seats and necessary identification required no later than forty-eight (48) hours prior to their availability to the general public.
 - 4.5 CLIENT will indicate, to VENUE's Ticket Office, a representative who is authorized to approve requests for complimentary tickets. No requests for complimentary tickets will be processed without the approval of this authorized representative.
- 5.0 **MANNER OF SALE:** VENUE shall offer tickets for sale in the following manner:
 - 5.1 VENUE will provide staff to handle sales in person at VENUE'S Ticket Office during normal business hours during the on-sale period and at the event venue the day(s) of the performance(s). The venue will accept the forms of payment checked below:

- Cash
- Check
- Visa

- MasterCard
- Discover
-

TICKET OFFICE RIDER



- 5.2 Phone sales will be through Ticketmaster phone room, and Visa and MasterCard will be accepted.
- 5.3 Outlet sales will be through Ticketmaster outlets.
- 5.4 All tickets sold for the engagement covered by the terms of this Agreement are subject to convenience surcharges. Convenience surcharges will be considered as monies due to Ticketmaster over which CLIENT has no claim.
- 5.5 All tickets sold for the engagement covered by the terms of this Agreement shall be subject to a \$3.00 per ticket facility fee. This facility fee is considered a fee belonging to VENUE and no part of the gross sales of this event(s). The facility fee shall be considered as monies due to VENUE and shall not be considered as part of the ticket price and over which CLIENT shall have no claim.
- 5.6 VENUE'S Ticket Office will provide, at settlement, a manifest indicating total inventory of tickets that were available for sale and a statement listing tickets sold, discounted tickets sold and complimentary tickets processed.
- 6.0 **TICKET REFUNDS:** VENUE retains the right to make determination of ticket refunds for cause in keeping with VENUE policy of retaining public faith. Cause for refunds shall include, but not be limited to, seats blocked by equipment when exchange for comparable location is not possible; failure of equipment; postponement or change of date or time; or failure of advertised act to show or to go on stage within a reasonable time of schedule provided by CLIENT.
- 7.0 **EMPOWERMENT:** VENUE shall have the first lien against ticket office receipts and all property of CLIENT upon the premises of VENUE for all unpaid rental fees, reimbursable expenses and appropriate taxes due to the event covered by this Agreement. VENUE is empowered to withhold from ticket office receipts for all such items, and if such funds are not available at the conclusion of the event, to impound CLIENT property. Should such unpaid charges remain unpaid, VENUE shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.
- 8.0 **TICKET OFFICE CONTROL:** VENUE shall, at all times, maintain control and direction of ticket office, ticket personnel and ticket sales revenue until settlement. Only employees under the direct control and supervision of VENUE shall be permitted use of VENUE'S Ticket Office facilities or otherwise be engaged as admissions control personnel.
- 9.0 **TICKET COUNTS:** VENUE'S Ticket Office will provide ticket counts for CLIENT daily or as needed during Ticket Office business hours.
- 10.0 **SERVICE FEES:** Fees for Ticket Office service will be consistent with the Facility Rental Packet Fees in effect on the date of the event covered by this Agreement.
- 11.0 **CANCELLATION:** In the event that the event(s) covered by this Agreement is/are canceled, CLIENT shall permit VENUE to reimburse any amount due ticket holders. CLIENT shall pay VENUE the computer set-up fee plus the ticket handling charge on tickets sold up to the time of cancellation as compensation for the task of refunding tickets to the canceled event.
- 12.0 **TICKET OFFICE ACCESSIBILITY:** CLIENT grants ticket office access only to employees of VENUE approved prior to the event. The public and event personnel shall not be permitted access to such space.

Facility Initials_____Date_____

Client Initials_____Date_____

COVID-19 ADDENDUM



2023 CR Schools Graduations

05/25/23 - 05/27/23

Licensee acknowledges that the COVID-19 pandemic is an ongoing and unpredictable public health emergency, which could impact the licensed premises.

Regardless of public proclamation, operation of the licensed premises is governed by the policies and guidance issued by VenuWorks, the venue's Owner and/or any of a number of governmental agencies having legitimate legal jurisdiction over the licenses premises. Licensee recognizes and acknowledges that the venue operator will not willfully disregard the operating directives issued by any of the aforementioned and directives may be inconsistent with the Licensee's understanding based upon information distributed by other sources. Decisions as to whether licensed premises are available with respect to health and COVID-19 issues are at the sole discretion of the Owner in cooperation with local governing authorities including but not limited to the Iowa Department of Public Health, and/or the Linn County Public Health Department.

Should unforeseen impacts of the COVID-19 pandemic prevent Operator from performing its obligations under this agreement, the Licensee's obligation to pay the license fee and to perform other obligations under this agreement shall be excused and the Licensee's sole remedy shall be a refund of the license fee. The Licensee thus assumes all risks of such impacts in entering this agreement and hereby releases and waives any claims against the Operator for any losses, costs, or incidental and consequential damages sustained or incurred by the Licensee as a result of COVID-19 related closures or delays.

By: _____
(VENUE)

By: _____
(CLIENT)

Date: _____

Date: _____

CONSENT AGENDA

BA-23-102 Agreement - Cedar Rapids Community School District and UnityPoint St. Luke's Hospital - Residential Care - 2022-2023 School Year (Lisa Glenn)

Exhibit: BA-23-102.1

Action Item

Pertinent Fact(s):

1. The on-going Agreement with UnityPoint St. Luke's Hospital provides educational services to young people while they are in temporary residential care in the psychiatric unit. St. Luke's Hospital provides the classroom space and hospital support services as a part of the Agreement.
2. One CRCSD teacher and one paraprofessional work in an elementary child unit and secondary adolescent unit respectively within the locked area at the hospital. Children who are patients in the units attend school for half of each day until they are discharged.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and UnityPoint St. Luke's Hospital - Residential Care for the 2022-2023 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND UNITYPOINT HEALTH ST. LUKE'S HOSPITAL**

This agreement is entered into by and between Cedar Rapids Community School District and UnityPoint Health St. Luke's Hospital pursuant to the provisions of Senate File 2320.

Services to be provided under this agreement shall begin on August 23, 2022 and continue through the end of the 22-23 school year (at this time noted as May 31, 2023) as described.

I. Cedar Rapids Community School District shall:

- A. provide and supervise appropriately licensed staff for the classrooms within the Child and Adolescent Psychiatric Unit of UnityPoint Health St. Luke's Hospital;
- B. provide appropriate instructional materials and technology to support student needs;
- C. maintain appropriate educational and billing data on students served in the educational classes;
- D. bill districts for educational services provided to non-resident students on a bi-monthly basis;
- E. apply fees collected on non-resident students served in the unit to the District cost of operating the classes;
- F. assist UnityPoint Health St. Luke's Hospital in compliance with the federal HIPAA (Health Insurance Portability Accountability Act) regulations.

II. UnityPoint Health St. Luke's Hospital shall:

- A. provide appropriate educational and billing data to Cedar Rapids Community School District;
- B. provide space for the classes.

This agreement may be adjusted or terminated by mutual agreement due to funding or other problematic reasons.

Cedar Rapids Community School District Authorized Representative

Date

Unity Point St. Luke's Hospital Authorized Representative

Date

CONSENT AGENDA

BA-23-103 Tabulation - Document Cameras - 2022-2023 School Year (Jeff Lucas/Carissa Jenkins)

Exhibit: BA-23-103.1

Action Item

Pertinent Facts(s):

Due to unexpected circumstances, per Board Regulation 702.1a, the purchase of Document Cameras was made for in CRCSD Middle School classrooms to boost the classroom AV interaction. The Document Cameras will mirror what has been done in CRCSD Elementary Schools. The emergency purchase was made due to limitations on order lead-time and the start of the new School Year.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Document Cameras to CDW.G LLC for the 2022-2023 School Year.

Bid Tabulation - Document Cameras

BA-23-103.1

Vendors providing Bids (as requested)

	Qty	CDWG	Conference Technologies, Inc	Tierney
AVer AVerVision F17-8M Mfg. Part#: VISIF178M	140	\$39,141.20	\$46,900.00	\$42,560.00
Shipping Costs		\$0.00	\$0.00	\$0.00
Total Cost		\$39,141.20	\$46,900.00	\$42,560.00

We have worked with CDWG in the past and have been happy with our interactions with them. Their quote was competitive.

CONSENT AGENDA

BA-23-104 **Amended Agreement - Cedar Rapids Community School District and ImOn Communication, LLC - 2022-2023 School Year (Craig Barnum/Jeff Lucas)**

Exhibit: BA-23-104.1-3

Action Item

Pertinent Fact(s):

The Amended Agreement shifts routing protocols to allow CRCSD to become independent in internet identity with district-owned IP addressing. It also provides us with the ability to serve our dependence on the ICN, prevent single point of failure in internet outages, and allows multiple robust options to route our internet traffic.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and ImOn Communications, LLC.



IN WITNESS WHEREOF, ImOn and Customer have caused this Agreement to be signed by their duly authorized representatives.

ImOn Communications, LLC

Cedar Rapids Community Schools

Name: Creed Heilskov

Name: _____

Title: Business Sales Executive

Title: _____

Signature: *Creed Heilskov*

Signature: _____

Date: 8/17/22

Date: _____

Date: 8/22/22

RE: Letter of Authorization (LOA)

To Whom It May Concern:

(Cedar Rapids Community Schools) (ASN _____) authorizes ImOn Communications (ASN 393238) to announce and/or re-announce the following /24 IP space for **account #2007747 and circuit ID #579945**.

IP address space:

By signing below, I certify that I am authorized on behalf of Cedar Rapids Community Schools to execute this Letter of Authorization.

Signature: _____

Name: _____

Title: _____

CONSENT AGENDA

BA-23-105 Agreement - Cedar Rapids Community School District and The New Bohemian Innovation Collaborative, Inc. - Iowa BIG Facility - 2022-2023 School Year (Trace Pickering)

Exhibit: BA-23-105.1-15

Action Item

Pertinent Fact(s):

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

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between Cedar Rapids Community School District and The New Bohemian Innovation Collaborative, Inc. - Iowa BIG Facility for the 2022-2023 School Year.

Sub-Lease Agreement

By and Between

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

**Tenant: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Location: 415 12th Avenue SE, Cedar Rapids, Iowa 52401**

Date: August 18, 2022

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

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

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

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

Tenant: Cedar Rapids Community School District

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

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

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

Initial Lease Term: 426 days

Possession Date: August 1, 2022

Lease Commencement Date: August 1, 2022

Termination Date: June 1, 2023

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

Annual Base Rent:

Initial Year: \$12.25 psf (\$6,970.25 annually; \$580.85 monthly)

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

Real Estate Taxes: Included in CAM

Insurance: Included in CAM

Janitorial: \$.52

CAM: \$6.00

TOTAL: \$6.52 psf

Security Deposit: None.

Exhibits:

CRCSD NewBoCo sublease 2021.docx

Exhibit A - Building Floor Plan

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

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

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

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

5. **RENT.**

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

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

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

A. **LANDLORD'S DUTY OF CARE AND MAINTENANCE.** Landlord will keep and maintain the roof, the floor, HVAC, exterior walls and other structural supporting parts of the Building (including without limitation concrete slab, footings), electrical and plumbing exterior to the Leased Premises in a reasonably safe and serviceable condition and will make the necessary repairs and replacements at Landlord's sole expense to such

structural parts and any defects in initial non-structural parts of the Building, except with respect to common areas as provided in subparagraph G of this paragraph 6.

B. TENANT'S DUTY OF CARE AND MAINTENANCE . Tenant shall, after taking possession of the Leased Premises and until the termination of this Lease and the actual removal from the Leased Premises, at its own expense, care for and maintain the Leased Premises in a reasonably safe and serviceable condition, except for structural parts and initial non-structural component defects of the Building as more particularly defined in paragraph 6.A. above. Tenant will make all necessary repairs and replacement to the sewer, the plumbing, the water pipes, electrical wiring located within the Leased Premises and mechanical components. Tenant will furnish its own furniture and signage. Tenant will not permit or allow the Leased Premises to be damaged or depreciated in value by any act or negligence of Tenant, its agents, or employees. Tenant will keep faucets closed so as to prevent waste of water and flooding of premises. Tenant will, at Tenant's own expense, maintain the floor covering in good condition. Tenant, its employees, agents or subcontractors are not permitted access to the roof of the Building without a representative of Landlord being present. Tenant shall not cut holes in the roof (a) without written consent of Landlord and (b) unless Landlord's roofing contractor is used in order to maintain the roof warranty. In making any repairs or material alterations to the premises, Tenant agrees to use materials and workmanship of a quality and class at least equal to the original construction. Tenant agrees that at termination of the Lease, the property leased shall be returned in the condition delivered to Tenant, reasonable repair, ordinary wear and casualty excepted.

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

D. MAINTENANCE OF COMMON AREAS. The Landlord shall:

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

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

G. COMMON AREA CHARGES. Except as otherwise provided in Section 6.A, above, Tenant shall pay its Pro-Rata Share (1.3% based on Tenant's 569 rentable square feet/Building 44,730 total rentable square feet) of all the cost incurred by Landlord in maintaining, caring for and repairing Common Areas of the Building, the parking areas and access roads serving the Building ("CAM"). CAM shall include but is not limited to: exterior maintenance, repairs and replacements; HVAC and common area maintenance, repairs and replacements; lawn care; landscaping care; snow removal; salaries; insurance; supplies, licenses, equipment rental; liability and property casualty insurance; management fees; water; sewer; electric; gas; lighting; security; signage; cleaning; parking lot maintenance, repairs, wear coating, sealing, crack filling and striping; accounting expenses. CAM shall not include

Landlord's attorney's fees or expenses of directly attributable to other premises located in the Building or other lease agreements. Tenant shall pay its monthly share of the CAM on the dates that the monthly Base Rent is due. In June of each year, Landlord shall provide Tenant with an accounting of the CAM for the prior calendar year. Any deficit in the CAM account for Tenant shall be paid by Tenant within one (1) month and if there is any surplus in the CAM account for the Tenant, it shall be reimbursed by Landlord to Tenant within one (1) month. The parties acknowledge that trash removal is included in the CAM. Landlord may, in good faith, from time to time, during any calendar year, adjust the payment amount Tenant is to make under the terms of this paragraph so as to more accurately approximate Tenant's anticipated share of annual CAM expenses, and to take into account any deficiency or surplus in the amounts paid by Tenant.

7. **UTILITIES.** Tenant shall pay all utility expenses that are separately metered or billed to the Leased Premises, if any. Tenant acknowledges all utilities have one (1) meter for the Building; Tenant will be billed for its Pro-Rata Share of each utility as a Common Area Charge as provided in Section 6.G. Landlord shall not be liable for any damages incurred on account of the utility company's failure at any time to supply the utilities. Tenant's utility responsibility shall include, but is not limited to, heat, water, gas, electricity, telephone, garbage, and internet and related internet access support charges.

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

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

10. **COMPLIANCE WITH THE LAW.** Tenant shall shall keep the Leased Premises and operate Tenant's business as a place of public accommodation and, in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof.

Tenant will not permit the Leased Premises to be used for any unlawful purpose and will protect the Landlord and save Landlord and the Leased Premises harmless from any and all fines and penalties that may result from or be due to any infractions of or non-compliance with such laws, ordinances, rules, and regulations.

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

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

INSURANCE.

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

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

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

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

15. **CONDEMNATION OF PREMISES**. In the event that the whole of the Building and adjoining property shall be condemned or taken in any manner for any public or any quasipublic use, this Lease shall terminate as of date of vesting of title. In the event that either a portion of the Building and adjoining property is condemned or taken by eminent domain proceedings so as to render the Leased Premises substantially unusable for retail purposes, then in such event, Tenant shall have the right to cancel and terminate this agreement without penalty as of the date of such taking upon giving to Landlord notice in writing of such election within thirty (30) days after the receipt by Tenant from Landlord of written notice of such appropriation or taking. In the event that only a part of the Building and adjoining property shall be so condemned or taken and such taking shall not render the Leased Premises substantially unusable, then, effective as of the date of vesting of title, the rent hereunder for such part shall be equitably abated and this Lease shall continue as to such part not so taken. Any termination hereunder shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from such public authority for any loss or damages caused by such taking. Neither Landlord nor Tenant shall have any right in or to any award made to the other by such public authority; provided, however, to the extent that Tenant is not allowed by local law to make a recovery against such public authority, Landlord shall receive such award and Tenant hereby expressly assigns to Landlord any and all right, title, and interest in and to such award.

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

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

Lease. Landlord hereby covenants to take reasonable precautions to minimize and to mitigate the interference of Landlord's activities with the conduct of Tenant's business.

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

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

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

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

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

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

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

19. **REMEDIES.**

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

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

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

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

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

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

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

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

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

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

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

C. In the event of any litigation arising out of this Lease, the successful party shall be entitled to collect reasonable attorney's fees and expenses from the other party. In addition, Tenant shall pay upon demand, all

Landlord's reasonable costs, charges and expenses including reasonable fees and out-of-pocket expenses of counsel, agents and others retained by Landlord incurred in enforcing Tenant's obligations hereunder, regardless of whether or not litigation was commenced by Landlord .

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

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

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

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

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

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

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

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

(d) any act or negligence of Landlord, or its agents, contractors, employees or licensees.

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

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

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

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

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

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

32. **SURRENDER UPON TERMINATION OF LEASE.** At the expiration of the Term of this Lease or upon the

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

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

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

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

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

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

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

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

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

39. **"LANDLORD" MEANS "OWNER".** The term "Landlord", as used in this Lease, so far as covenants or

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

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

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

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

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

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

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

(Signature page follows)

[Signature page of lease agreement]

Dated at Cedar Rapids, Iowa this ____ day of August 2022.

LANDLORD

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

By: _____

Name: Aaron Horn

Title: Executive Director

Dated at Cedar Rapids, Iowa this ____ day of August 2022.

TENANT

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

CONSENT TO SUB-LEASE

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

Dated at Cedar Rapids, Iowa, this ____ day of August 2022.

MASTER LANDLORD

AGILE VENTURES, LLC.

By: _____

Name: _____

Title: _____

EXHIBIT A
LEASED PREMISES FLOOR PLAN

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

CONSENT AGENDA

BA-23-106 **Final Approval - Truman Early Learning Center - Epoxy Flooring Project - Certificate of Substantial Completion (Jason Lietz)**

Exhibit: BA-23-106.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$78,000, and the source of funding was ESSER. The project was substantially completed on September 1, 2022.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - Truman Early Learning Center - Epoxy Flooring Project.



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Truman Elementary School Epoxy Flooring Summer 2022
CONTRACTOR: SCS Midwest Inc.

TO (OWNER):

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

CONTRACT FOR: \$116,817.00
CHANGE ORDERS: \$ 0.00
CONTRACT TOTAL \$116,817.00

CONTRACT DATE: February 4th 2022

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Install epoxy flooring per plans and specifications.

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

No Exceptions

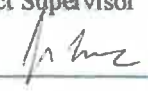
The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Contractor


Name **Ron Blount**

9/1/2022
Date

Project Supervisor

 Jason Lielz
Name

9/1/2022
Date

Formal board action taken on _____ accepted the project.

Board of Education Secretary _____ Date _____

Please Remit To

SCS Midwest Inc.
3314 Highway 6 Trail
Homestead, IA. 52236



INVOICE

PH: 319-622-3049
Fax: 319-622-3069

Date	Invoice#
7/20/2022	3356RB

Bill To
Cedar Rapids Community School District Attention: Accounting Department PO Box 879 Cedar Rapids, IA. 52406-0879
jlietz@crschools.us kkinlell@crschools.us



P.O.No.	Terms	SCS Project
Contract 2/4/22	Net 30 days	43012

Quantity	DESCRIPTION	Rate	Amount
1	Truman Elementary School		
	Prepare and Install full flake epoxy flooring system per drawings	\$ 116,817.00	
	Amount Previously Invoiced - Invoice 3354RB	\$ 110,976.15	
	Amount Due This Invoice - 5% Retainage	\$ 5,840.85	5,840.85
Total			\$ 5,840.85

Mr. [Name]

CONSENT AGENDA

BA-23-107 Purchasing Register - Buses - 2022-2023 School Year (Carissa Jenkins/Scott Wing)

Exhibit: BA-23-107.1

Action Item

Pertinent Fact(s):

1. Vehicles being replaced are:
 - 2009 Blue Bird 65 Passenger Bus #0904
 - 2009 Blue Bird 65 Passenger Bus #0907
 - 2010 Thomas 65 Passenger Bus #1001
 - 2010 Thomas 65 Passenger Bus #1002
 - 2010 Thomas 65 Passenger Bus #1003
2. Parts availability for older vehicles is an issue and we are seeing higher maintenance costs to keep old vehicles running.
3. Physical Plant & Equipment Levy (PEEL) funds are available in the FY 2022-2023 for: Five each 72 passenger propane buses.
4. The Cedar Rapids Community School District was awarded the Volkswagen Settlement Projects grant for Diesel engine vehicle replacements which will help offset the cost of District Bus replacements.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register - Buses for the 2022-2023 School Year.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

PURCHASING REGISTER

Purchases for approval or ratification

Description: Five-72 Passenger Buses

School: District Wide

Budget Year: 2022-2023

First Notice Date: September 13, 2022

Second Notice Date: September 20, 2022

Bid Due Date:

Estimated Cost: \$600,000.00

CONSENT AGENDA

**BA-23-108 Teacher Quality Committee Administrative Appointments -
2022-2023 School Year (Nicole Kooiker)**

Action Item

Pertinent Fact(s):

1. State law (SF 277) requires School Districts to create a Teacher Quality Committee. The committee shall have equal representation of administrators and teachers. The teacher members shall be appointed by the certified employee organization if one exists, and if not, by the School District's or Agency's Administration. The administration members shall be appointed by the School Board.
2. Administration recommends that the Board approve the appointment of the following for the Teacher Quality Committee for the 2022-2023 School Year: Nicole Kooiker as ex-officio (Deputy Superintendent), Nick Duffy (Principal, Maple Grove Elementary), Tammi Kuba (Principal, Viola Gibson Elementary), Ryan Rydstrom (Director, Access and Instructional Design), and Sarah Remerowski (Associate Principal, Roosevelt MS)
3. Per law, the committee shall do the following:
 - a. Monitor the implementation of the requirements of statutes and administrative code provisions relating to Chapter 284, including requirements that affect any agreement negotiated pursuant to chapter 20.
 - b. Monitor the evaluation requirements of Chapter 284 to ensure evaluations are conducted in a fair and consistent manner throughout the school district.
 - c. Determine the use and distribution of the professional development funds distributed to the school district or agency as provided in section 257.9, subsection 10, or section 257.10, subsection 10, based upon school district or agency, attendance center, and individual teacher and professional development plans.
 - d. Monitor the professional development in each attendance center to ensure that the professional development meets school district or agency, attendance center, and individual professional development plans.
 - e. Ensure the agreement negotiated pursuant to Chapter 20 determines the compensation for teachers on the committee for work responsibilities required beyond the normal workday.

Recommendation:

It is recommended that the Board of Education approve the administrative appointments of Nicole Kooiker, Nick Duffy, Tammi Kuba, Ryan Rydstrom, and Sarah Remerowski as Board Representative Members of the Teacher Quality Committee for the 2022-2023 School Year.

CONSENT AGENDA

BA-23-109 **Agreement - Cedar Rapids Community School District and Kirkwood Community College for Concurrent Enrollment Courses - 2022-2023 School Year (Nicole Kooiker)**

Exhibit: BA-23-109.1-7

Action Item

Pertinent Fact(s):

CRCSD will continue to offer Kirkwood Community College courses onsite for the 2022-2023 School Year. The Agreement affords students with an opportunity to enroll in Alternative Concurrent Contracted Classes (formerly Post-Secondary Enrollment Option) during 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 Kirkwood Community College for Concurrent Enrollment Courses during the 2022-2023 School Year.

EXHIBIT B: REGIONAL CENTER/SHARED PROGRAMS

**2022-2023 ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP – KIRKWOOD LINN COUNTY REGIONAL CENTER**

DISTRICT: Cedar Rapids CSD

KIRKWOOD LINN COUNTY REGIONAL CENTER**Courses Offered for 2022-2023 School Year**

	Course	Credits	Tuition Cost (\$200/credit)	Fees
Administrative and Project Management				
Information Computing	CSC-116	3	\$600	--
Introduction to Business	BUS-102	3	\$600	--
Emerging Technology Trends	BCA-179	3	\$600	--
Project Management Basics	MGT-121	3	\$600	--
Advanced Manufacturing with Robotics and Welding Academy - CTE				
Computer Integrated Manufacturing	ATR-450	3	\$600	\$59
CNC Machine Tool Operations	MFG-394	4	\$800	\$209
Intro to Welding, Safety & Health of Welders	WEL-228	1	\$200	\$34
Intro to Fabrication	WEL-208	2	\$400	\$90
Gas Metal Arc Welding Short Circuit Transfer	WEL-244	2	\$400	\$315
Gas Metal Arc Welding Spray Transfer	WEL-245	2	\$400	\$90
Gas Tungsten Arc Welding (GTAW) for Carbon Steel	WEL-251	2	\$400	\$315
Agriculture Academy				
Principles of Agronomy	AGA-114	3	\$600	--
Survey of the Animal Industry	AGS-113	3	\$600	--
Working in America	HUM-105	3	\$600	--
Introduction of Ag Business	AGB-133	3	\$600	--
Architecture, Construction & Engineering (Pre-Apprenticeship) Academy - CTE				
Architectural Plans & Specs	CON-101	3	\$600	\$30
Work based Learning: Industrial Tech	WBL-148	2	\$400	\$85
Construction Lab	CON-190	3	\$600	\$85
Structures and Mechanical, Electrical, Plumbing (MEP)	CON-313	3	\$600	\$51
Construction Safety	CON-108	1	\$200	\$32
Automotive Collision, Repair & Restoration-CTE				
Metalworking and Refinishing 1	CRR-121	3	\$600	\$90
Metalworking and Refinishing 2	CRR-122	3	\$600	\$90
Automotive Technology Academy- CTE				
Introduction to Automotive Technology	AUT-104	3	\$600	\$34

Automotive Suspension & Steering	AUT-402	2	\$400	\$20
Industrial Math I	MAT-715	3	\$600	—
Maintenance and Light Repair	AUT-100	4	\$800	\$119
Automotive Brake Systems	AUT-502	2	\$400	\$20
Automotive Heating & Air Conditioning	AUT-702	2	\$400	\$39
Criminal Justice & Human Services Academy				
Intro to Criminal Justice	CRJ-100	3	\$600	—
Introduction to Human Services	HSV-109	3	\$600	—
Criminal Investigations	CRJ-141	3	\$600	--
Health & Psychosocial Rehabilitation	HSV-282	3	\$600	—
Dental Science Academy -CTE				
Dental Terminology	DEN-110	2	\$400	—
Explorations of Healthcare Careers	HSC-205	3	\$600	\$76
Health Skills I	HSC-210	1	\$200	\$36
Dental Anatomy	DEN-120	3	\$600	—
Head and Neck Anatomy	DEN-130	1.5	\$300	—
Professionals in Health	HSC-107	2	\$600	\$36
Digital Arts, Social Media and Marketing				
Design Fundamentals	ART-301	3	\$600	\$90
Principles of Marketing	MKT-110	3	\$600	—
Digital Photography	ART-186	3	\$600	\$65
Social Media in Business	MKT-130	3	\$600	—
Education Academy				
Exploring Teaching	EDU-110	3	\$600	—
Introduction to early Childhood Education	ECE-103	3	\$600	—
Child Growth and Development	ECE-170	3	\$600	—
Topics in Education	EDU-200	1	\$200	—
Fundamentals Of Communication	SPC-101	3	\$600	—
	MGT-112	3	\$600	—
Emergency Medical Technician (EMT) and Fire Science Academy- CTE				
Emergency Safety and Survival	FIR-400	3	\$600	—
Principles of Emergency Services	FIR-213	3	\$600	—
Emergency Medical Technician I	EMS-255	4	\$800	\$195
Emergency Medical Technician II	EMS-350	3.5	\$700	\$188
Emergency Medical Technician II Clinical	EMS-365	1	\$200	—
Liberal Arts Pick and Choose Academy Options				
Composition I	ENG-105	3	\$600	--
Composition II	ENG-106	3	\$600	—
Cultural Anthropology	ANT-105	3	\$600	--

Fundamentals of Oral Communication	SPC-101	3	\$600	—
Digital Photography	ART-186	3	\$600	\$65
Information Computing	CSC-116	3	\$600	—
Intro to Business	BUS-102	3	\$600	—
Intro to Psychology	PSY-111	3	\$600	—
Intro to Sociology	SOC-110	3	\$600	—
Mass Media	MMS-101	3	\$600	—
Nutrition	BIO-151	3	\$600	—
Introduction to Human Services	HSV-109	3	\$600	—
Statistics	MAT-157	4	\$800	—
Behavior Management	EDU-119	3	\$600	—
Cultural Anthropology	ANT-105	3	\$600	--
Developmental Psychology	PSY-121	3	\$600	—
Principles of Marketing	MKT-110	3	\$600	—
Survey of World Religions	REL-101	3	\$600	—
Project Management Basics	MGT-121	3	\$600	—
Design Fundamentals	ART-301	3	\$600	\$90
Principles of Macroeconomics	ECN-120	3	\$600	—
Intro to Criminal Justice	CRJ-100	3	\$600	—
Patient Care Academy - CTE				
Medical Terminology	HSC-115	4	\$800	\$35
Explorations of Healthcare Careers	HSC-205	3	\$600	\$76
Nurse Aide	HSC-168	3.5	\$700	\$142
Professionals in Health	HSC-107	2	\$400	\$35
Pre-Med, Nursing and Professional Health Careers				
Human Anatomy & Physiology I	BIO-168	4	\$800	\$18
Human Anatomy & Physiology I Lab	BIO-168			
Nutrition	BIO-151	3	\$600	
Explorations of Healthcare Careers	HSC-205	3	\$600	\$18
Human Anatomy & Physiology II	BIO-173	4	\$800	
Human Anatomy & Physiology II Lab	BIO-173			
Technology Academy - CTE				
Information Computing	CSC-116	3	\$600	—
Intro to Programming Logic	CIS-121	3	\$600	—
Computer Concepts	NET-130	3	\$600	—
Fundamentals of Web Programming	CIS-207	3	\$600	—

District will pay Kirkwood 100% of Kirkwood's current tuition rate per student {\$200.00/credit hour) for **career and technical education (CTE)** courses and 80% of the current rate for liberal arts courses that have 15 students enrolled, otherwise the rate will be 100%. Some CTE and Liberal Arts courses have associated fees billed directly to the district. Kirkwood will provide the textbooks for all academy courses.

Please Select One

- € District elects to enroll in the Linn Regional Career Academy Programs.
- € District declines to enroll in the Linn Regional Career Academy Programs.
- € District elects to enroll in the Linn Regional Career Academy Programs except those indicated (district can strike through courses they do not wish to contract)

District Authorized Signature: -----

Name: -----

Title: -----

Date: -----

Kirkwood Community College Authorized Signature: -----

Name: -----

Title: -----

Date: -----

EXHIBIT C: ONSITE & ALTERNATIVE CONCURRENT

ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP - Linn County

DISTRICT: Cedar Rapids Community School District

I. ONSITE CONTRACTED CLASSES

When onsite courses are taught by qualified District personnel, the District will pay Kirkwood 20% of Kirkwood's current tuition rate per student for the college credit course(s) taught by the District instructor(s). It is the responsibility of the District to purchase and provide the Kirkwood required textbooks (to be used for a three year minimum) and any additional program costs (required tools, software licensing agreements, assessment tools, etc.) in accordance with Kirkwood Community College's student learning course outcomes.

**Non-public schools may choose to contract with Kirkwood Community College for district-provided concurrent enrollment instruction to become eligible for supplemental weighted funding through the State of Iowa in compliance with SYP guidance.

On occasion, Kirkwood and the District may choose to collaborate to hire a shared instructor provided by Kirkwood Community College. In this instance, a Kirkwood paid adjunct will provide instruction within the walls of the high school building, or provide instruction through Kirkwood's virtual synchronous instruction delivery format called Weblive. This delivery format is billed according to the most updated cost for alternative concurrent, online, and Liberal Arts based classes at the Kirkwood Regional Centers, and accordingly, textbooks will be loaned to students at no cost for use during the semester and should be returned to Kirkwood Community College upon completion.

The tuition rate for the 2022-2023 academic year is set at \$200 per credit hour.

1. Yes, the District agrees to contract and enroll students in the following onsite college level courses, unless indicated by a strikethrough on the master document of courses.

Course	Credit Hours	Course Number
Intro to Engineering Design	3	EGT-400
Computer Integrated Manufacturing	3	EGT-450
Civil Engineering and Architecture	3	EGT-460
Computer Science Principles	3	CIS-450
Principles of Engineering	3	EGT-410
Comp I	3	ENG-105

Comp 11	3	ENG-106
Intermediate Spanish I	4	FLS-241
Intermediate Spanish II	4	FLS-242
Intermediate French I	4	FLF-241
Intermediate French II	4	FLF-242
Intro to Psych	3	PSY-111
US History to 1877	3	HIS-151
US History Since 1877	3	HIS-152
Survey of Data	3	MAT-607
Applied Math	13	MAT-702
How College Works	3	SDV-105
Personal Wellness	3	PEH-111
Explorations of Healthcare Careers	3	HSC-205
Personal Finance	3	FIN-121

Please list any other contracted courses not listed above:

II. ALTERNATIVE CONCURRENT CONTRACTED CLASSES (formerly PSEO)

Choose One:

District elects to allow students to enroll in any Kirkwood college level (non-developmental) course offerings.

District restricts alternative concurrent enrollment to an approved list of classes to be shared with Kirkwood to be shared at return of this exhibit.

Alternative Concurrent Contract (formerly PSEO) billing structure: District will pay Kirkwood 80% of Kirkwood's current tuition rate per student for the alternative concurrent contracted course (s). Kirkwood will provide the textbooks.

III. District Authorization and Signature

Authorized by: _____

Name: _____

Title: _____

Date: _____

CONSENT AGENDA

**BA-23-110 School Improvement Advisory Committee Membership – 2022-2023 School Year
(Nicole Kooiker)**

Exhibit: BA-23-110.1

Action Item

Pertinent Fact(s):

The School Improvement Advisory Committee (SIAC) is a Board-Appointed Committee, required by Iowa Code, and serves an important purpose for CRCSD. The Committee is represented by a wide and diverse group of community and District stakeholders. The membership requires Board approval.

Recommendation:

It is recommended that the Board of Education approve the School Improvement Advisory Committee Membership for the 2022-2023 School Year.

SIAC Team Members 2022-2023

SIAC Team Members 2022-2023					
<u>Parent Representation:</u>		<u>Staff Representation:</u>		<u>Student Representation:</u>	
Abby Stern	Parent	Adam Zimmermann	Staff	Addison Swartzendruber	Student
Akim Nilausen	Parent	Chanelle Thomas	Staff	Amanda Beckett	Student
Alison Kramer	Parent	Craig Barnum	Staff	James O. Thompson	Student
Andrew and Erin Boone	Parent	Danielle Maus	Staff	Johanne Foltz	Student
Angie Brunow	Parent	Doreen Underwood	Staff	Nzobaho Ngiriweneza	Student
Anna Patty	Parent	Eric Christenson	Staff	Samuella Kasha	Student
Bridgette Williams Robinson	Parent	Eriecce Colbert	Staff		
Brooke Fitzgerald	Parent	Gretchen Lawyer	Staff	<u>Community Member/Partner Representation:</u>	
Carrie Wickham	Parent	Heather Zwanziger	Staff	Clint Twedt-Ball	Community Member
Chandra Hayes	Parent	Jessica Luna	Staff	Daryl Spivey	Community Member
Cheri Smith	Parent	Jessica Westercamp	Staff	Dedric Doolin	Community Member
Destiny Thurmon	Parent	Jill Nunez	Staff	Doug Wall	Community Member
Erica Diehl	Parent	Justin Blietz	Staff	Dr. Ruth White	Community Member
Flora Williams	Parent	Katherine Ryan	Staff	Elizabeth Heiar	Community Partner
Gretchen Paricka	Parent	Lonna Anderson	Staff	Emily Damro	Community Member
Jason Saltmarsh	Parent	Madison Atwood	Staff	Emily Parker	Community Partner
Jillian Sandersfeld	Parent	Merci Ngiriweneza	Staff	Eric Thompson	Community Member
Karl Cassell	Parent	Michelle Kruse	Staff	Grace King	Community Member
Lamar Wall	Parent	Nicole Kooiker	Staff	Iry Eicher	Community Partner
Laura MacKenzie	Parent	Noreen Bush	Staff	Jennifer Schmidt	Community Member
Maryann Ellis	Parent	Ryan Rydstrom	Staff	Jenny Schulz	Community Partner
Maura Pilcher	Parent	Sarah Bernhard	Staff	Kate Galligan	Community Member
Michael Brown	Parent	Trace Pickering	Staff	Kristen Krambeer	Community Partner
Michele Sandberg	Parent	Wendy Parker	Staff	Kristine Bullock	Community Member
Paly Afridi	Parent			Lawrence Wenclawski	Community Member
Shawn Grady	Parent	<u>Parent/Staff Representation:</u>		Leslie Neely	Community Member
Tara Kelsey	Parent	Amy Kuennen	Parent/Staff	Lindsay Leahy	Community Member
Tomi Fuchs	Parent	Brian Meyer	Parent/Staff	Maggie Hartzler	Community Member
Victoria Torres	Parent	Jessica Gosch	Parent/Staff	Mandy Blattner	Community Partner
				Mariann Ryan	Community Member
				Penny Galvin	Community Partner
				Royshawn Webb	Community Member
				Shelby Humbles	Community Member

CONSENT AGENDA

BA-23-111 Approval – New Elementary at the Jackson (Maple Grove) Elementary School Site Project - Change Order #8 (Jon Galbriath)

Exhibit: BA-23-111.1

Action Item

Pertinent Fact(s):

1. Rinderknecht Associates, Inc., is the contractor for the project with a contract amount of \$20,774,492.88, and the source of funding is the Secure an Advanced Vision for Education fund (SAVE).
2. Rinderknecht Associates, Inc., is requesting a Change Order in the amount of \$27,685.56, for a new contract amount of \$20,802,178.44.
 - COR #032 results from an error or omission on the plans and specs resulting in the addition of a bottle filling station in Room 1214.
 - COR #033 results from an unforeseen condition requiring a well bypass.
 - COR #034 results from an owner's request for an extra bowl and pump upgrade.
 - COR #035 results from an owner's request for a change in the sod.

Recommendation:

It is recommended that the Board of Education approve Change Order #8 to Rinderknecht Associates, Inc., for the New Elementary at the Jackson (Maple Grove) Elementary School Site Project.


AIA[®] Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> 20220000 1300 38 th St NW Cedar Rapids, IA 52405	CONTRACT INFORMATION: Contract For: New Elementary at the Jackson Site Date: February 8, 2021	CHANGE ORDER INFORMATION: Change Order Number: 008 Date: August 30, 2022
OWNER: <i>(Name and address)</i> Cedar Rapids Community School District 2500 Edgewood Road NW Cedar Rapids, IA 52405	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 5 th Ave. SE, Suite 201 Cedar Rapids, Iowa 52401	CONTRACTOR: <i>(Name and address)</i> Rinderknecht Associates, Inc 1000 29 th Ave SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

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



COR 032 Bottle Filling Station in Room 1214	\$811.28
COR 033 Well Bypass	\$2,442.28
COR 034 Extra Bowl and Upgrade Pump	\$7,888.00
COR 035 Change to Sod	\$16,544.00
Total:	\$27,685.56

The original Contract Sum was	\$ 19,973,000.00
The net change by previously authorized Change Orders	\$ 801,492.88
The Contract Sum prior to this Change Order was	\$ 20,774,492.88
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,685.56
The new Contract Sum including this Change Order will be	\$ 20,802,178.44

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

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

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

OPN Architects ARCHITECT <i>(Firm name)</i> 	Rinderknecht Associates CONTRACTOR <i>(Firm name)</i> 	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Chad Schumacher PRINTED NAME AND TITLE	Joe Fay - SR VP Operations PRINTED NAME AND TITLE	Laurel Day - Board Secretary PRINTED NAME AND TITLE
9.2.22 DATE	9.2.22 DATE	DATE

CONSENT AGENDA

BA-23-112 Tabulation - Micro Lift Bus - 2022-2023 School Year (Carissa Jenkins/Scott Wing)

Exhibit: BA-23-112.1-2

Action Item

Pertinent Fact(s):

1. CRCSD is in need of micro lift buses with wheelchair accessibility to support special service student transportation. There has been a new micro lift bus on order from last year (2021), but production is delayed and there is no timeline on when the bus will be produced.
2. Vehicle being replaced is:
2010 Thomas Lift Bus #1107
3. Physical Plant and Equipment Levy (PPEL) funds are available in the FY 2022-2023 for:
One each Micro Lift Bus
4. The purchase is identified as sole source, per Board Regulation 702.1a, due to scarcity of supply, limited new production builds and inflated costs/lack of availability in the used market. The District received notification of a used 2014 - Fourteen Passenger Micro Lift Bus for sale by the Estherville Lincoln Central School District. If this window is missed, the next opportunity to secure a spot on the waiting list for a new bus is unknown.

Recommendation:

It is recommended that the Board of Education approve the Tabulation for the Micro Lift Bus from the Estherville Lincoln Central School District for the 2022-2023 School Year.

The Estherville Lincoln Central School District Sold this 2014 School Bus to Cedar Rapids school district In
THE amount of \$16,000.00 On 9/7/22

Transportation Director

Rick Gebel ELC schools

Ry - Rick Gebel

CERTIFICATE OF TITLE TO A VEHICLE

Official Title

Designation

Title No. OFAA45018

County Office of Vehicle Services

Issue Date 01/06/2014

VIN 1GB3G3BG7E1120632

Type Truck

Year	2014	Make	Chevrolet	Model	Express Cutaway G3500	Style	YY
Cyl.	8	Fuel	Flexible Fuel	Weight	5,000	GVWR	12300
Color	Yellow			LP.	\$27,200	Sq. Ft.	
Odometer	1,300	Actual Miles				Cumulative Damage	

Owner(s)

Estherville Lincoln CSD
1814 7TH AVE S
ESTHERVILLE IA 51334

	Fee	Penalty
Title Fees	\$0.00	\$0.00
Fee for New Reg	UT02g	
Registration Fees	\$0.00	\$0.00
SI Fees	\$0.00	
Plate Fees	\$0.00	
Other Fees	\$0.00	
Totals	\$0.00	\$0.00

Prev. Title No./ST G66428818 MCO

Prev. Owner

Roberts Auto Plaza Inc
1600 E Prairie View Rd
Platte City MO 64079

1ST Security Interest

If there are NO Security Interests "X" here:

Date: _____ No. _____
Held By: _____
Address: _____

Cancellation of 1ST Security Interest

Date _____ No. _____ Date _____
Holder _____ CO Treas _____
By _____ By _____

2ND Security Interest

Date: _____ No. _____
Held By: _____
Address: _____

Cancellation of 2ND Security Interest

Date _____ No. _____ Date _____
Holder _____ CO Treas _____
By _____ By _____

3RD Security Interest

Date: _____ No. _____
Held By: _____
Address: _____

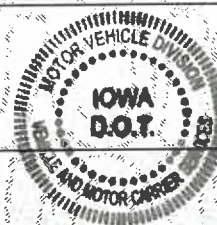
Cancellation of 3RD Security Interest

Date _____ No. _____ Date _____
Holder _____ CO Treas _____
By _____ By _____

Witness My Hand

OF Tina Hargis

By: _____



Tina Hargis

Deputy

chai



County Treasurer

A015585024

CONSENT AGENDA

BA-23-113 Agreement - Cedar Rapids Community School District and Frontline Technologies Group LLC - Proactive Recruiting - 2022-2026 School Years (Linda Noggle)

Exhibit: BA-23-113.1-8

Action Item

Pertinent Fact(s):

Frontline Technologies Group LLC is offering a new feature called Proactive Recruiting that allows unlimited usage to search the frontline database for active candidates. CRCSD intends to use the service for finding candidates for all of our workgroups.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Frontline Technologies Group LLC - Proactive Recruiting for the 2022-2026 School Years.



Exhibit A Frontline Customer Order Form

Q-113161

MSA-001f400000S9094

08/26/2022

1400 Atwater Drive Malvern, PA 19355

Customer:

Cedar Rapids Community School District
 2500 Edgewood RD NW
 Cedar Rapids, Iowa, 52404
 United States

Contact: Linda Noggle**Title:** Director of Human Resources**Phone:** (319)558-2747**Email:** lnoggle@crschools.us**Order Form Details:****Pricing Expiration:** 9/20/2022**Quote Currency:** USD**Account Manager:** Madie Moburg**Startup Cost Billing Terms:** One-Time, Invoiced after signing**Subscription Billing Frequency:** Annual**Sale Type:** New**Initial Term:** 9/20/2022 – 6/30/2026**Pricing Overview****Amount**

One-Time Fees	\$900.00
Annual Recurring Fees	\$6,500.53
(Initial Term Prorated Fees)	\$5,057.95

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	\$900.00	\$900.00

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
(Proactive Recruiting, unlimited usage for internal employees Prorated Term)	9/20/2022	6/30/2023	\$5,057.95
Proactive Recruiting, unlimited usage for internal employees	7/01/2023	6/30/2024	\$6,500.53
Proactive Recruiting, unlimited usage for internal employees	7/01/2024	6/30/2025	\$6,825.55
Proactive Recruiting, unlimited usage for internal employees	7/01/2025	6/30/2026	\$7,166.84



1400 Atwater Drive Malvern, PA 19355

Additional Order Form Information

Annual price increases will be the greater of (i) the uplift shown above or (ii) the annual increase in the Consumer Price Index ("CPI-U"). The term CPI-U shall mean the national consumer price index for all urban customers, U.S. City Average, for all items, not seasonally adjusted, with the 1982-84=100 reference base, as published in September for the 12 months ended August 31st of the year preceding the renewal term.

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status: Purchase order included

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
Invoice: One Time Frontline Implementation	Upon Signing	\$900.00 + applicable sales tax \$900.00
Invoice: Prorated Proactive Recruiting, unlimited usage for internal employees	10/20/2022	\$5,057.95 + applicable sales tax \$5,057.95
Invoice: Annual Proactive Recruiting, unlimited usage for internal employees		\$6,500.53 + applicable sales tax \$6,500.53
Proactive Recruiting, unlimited usage for internal employees		\$6,825.55
Proactive Recruiting, unlimited usage for internal employees		\$7,166.84



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Cedar Rapids Community School District
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 2500 Edgewood RD NW Cedar Rapids, Iowa 52404
Email: <u>billing@frontlineed.com</u>	Email: _____
Effective Date: _____	



Proactive Recruiting

Standard Implementation Services

Statement of Work: Proactive Recruiting Implementation Services

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation.



Scope/Deliverables

Project Management, Training & Consulting

- Project Kickoff Call
- Business Process Review: review of internal process for a Client's requisition-to-recommendation hiring process and best practices recommendations to optimize system functionality
- Train-the-Trainer Model: blended learning consisting of online, self-paced courses and instructor-led *remote* training for the Client project team to gain familiarity with our solutions for implementation, administration and to train end users
- Self-paced courses have completion and assessment reports to confirm knowledge transfer.
- Role-based Learning Center: ongoing, anytime access to knowledge base articles and videos available to all district staff
- Project Status Monitoring: periodic review of project progress to planned project milestones throughout implementation
- Project Close Out Call

Configuration

System configuration is accomplished through a blended approach of pre-configuration, Frontline Education configuration services, and Client configuration activities. Frontline Education will provide instructions on how to configure services to tailor default setups to your specific needs and provide your project team a head start to configuring the system. Online Training courses and consultation are provided so that your staff can continue configuration for initial setup and to meet your ongoing needs.

Specific examples of configuration services during implementation include –



Setups	Pre-configured with Proactive Recruiting	Frontline Education Configuration Services
District Employer Info Page	Registration info included	Complete page
Location List	1	Adjust as needed
Position List	355 separate positions that fall in 38 categories under 3 areas	Adjust as needed
User List	1	1
Groups	0	2
Email Templates (Auto Replies)	4	3
Job Postings	Postings occur from enabled Recruiting & Hiring integration	
Campaign	0	1
Filters	28	1
Custom Filters	0	2
Admin Views	5	3

Additional Optional Services

The following items are outside the standard scope of services and can be accommodated through a change request and additional services and fees.

- End User training
- Configuration, Custom Reporting, or Integration services beyond those identified above
- Services beyond the implementation timeframe and project close out

Schedule

On average, a typical Proactive Recruiting implementation project runs about 2 weeks. Below is an example of a project schedule for implementation. (This is not the actual schedule pertaining to this statement of work.)

Task	Start	End	Dur	2019		
				Jan	Feb	Mar
Sample Solution Rollout	1/2/19	3/19/19	55	[Progress bar spanning Jan, Feb, and Mar]		
Project Kickoff	1/2/19	1/8/19	5	[Progress bar in Jan]		
Insights Platform Migration (clients with existing Frontline solutions)	1/9/19	1/22/19	10	[Progress bar in Jan]		
Recruiting & Hiring: Applicant Tracking	1/9/19	3/19/19	50	[Progress bar spanning Jan, Feb, and Mar]		
Recruiting & Hiring: Proactive Recruiting	3/5/19	3/18/19	10			[Progress bar in Mar]

Every client is unique and timelines can vary depending on client size, resource availability, and complexity of project. Your Frontline Education Project Manager will work with your team to plan an implementation based on your specifics.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- Executive Sponsor: e.g. Superintendent, Assistant Superintendent of HR, HR Director, etc.



- The “lead” contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district players and responsibilities established. Executive Sponsor involvement decreases once responsibilities have been delegated.

System Administrators

- System administrator: e.g. HR admin, or IT.
- The “point person” contact: responsible for day-to-day operations, upkeep of system, and user management. This includes (but is not limited to):
 - Create/edit/delete: District Employer info page, job postings, position lists, locations, user accounts and permissions, email templates, campaigns, messages, custom filters, groups.
 - Search/filter/review: job postings and applicants
 - Configure system preferences

IT Department

- Will work with Frontline Education Support teams to:
 - Ensure Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters This person is responsible for updating white-list from Frontline
 - Provide technical support in instances where local network/technology configurations impact usage of our solutions
 - Potentially support in-solution integrations

Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education will issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- A request to delay the Planned Go Live 30 days or more from the original date can result in rework and require additional charges and a change order.
- Services requested after the Project Close Out will require additional charges and a new services proposal.
- Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120-day implementation period.



LEARNING AND LEADERSHIP

BA-23-114 Magnet Schools - Update (Adam Zimmermann)

Exhibit: BA-23-114.1-23

Information Item

Strategic Plan/Focus Areas

- Culture**
- Student Learning**
- Workforce**
- Systems and Resources**

Pertinent Fact(s):

The Administration will present information highlighting CRCSD Future Ready Magnet Schools and Innovative Programming.

COMMUNITY MAGNET
HIGH SCHOOL

LOGO COMING SOON!
PLAN. PASSION.

PATHWAY.



MCKINLEY
STEAM ACADEMY



ROOSEVELT
Creative Corridor
Business Academy

Kenwood
Leadership Academy



CEDAR RIVER
ACADEMY



Johnson STEAM
Academy

**CRCSD FUTURE READY
MAGNET SCHOOLS**



Level 5 – Competency-Based Personalized Learning



Grading Rubric

4	Advanced	Know it & apply it
3	Proficient	Know it
2	Developing	Almost know it
1	Basic	Starting to know it

Level 4 – Standards – Based Reporting



Level 3 – Guaranteed and Viable Curriculum



Level 2 – Effective Teaching in Every Classroom



Level 1 – Safe and Collaborative Culture

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**INNOVATING
WITH A
PURPOSE.**



CRCSD STRATEGIC PLAN

FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:

EQUITY

By June 2022, CRCSD will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race) by 20%.
From 18-19 **37.8%** → 2022 **30.2%**
average gap

PROFICIENCY

By June 22 2022, at least 80% of students will score proficient or advanced on ISAP.
From 18-19 **64.5%** → 2022 **80%**
average proficiency

GRADUATION RATE

By June 2022, CRCSD will increase graduation rate by 10%.
From 2017 4 year **83.5%** → 2022 **93.5%**
5 year **86.4%** → 2022 **96.4%**

FOCUS AREAS:

CULTURE

PURPOSE:

Provide a safe, supportive, collaborative culture in which diversity of every learner is valued and embraced

MEASURES:

- Intercultural Development Inventory (IDI) Continuum Data
- High Reliability Schools (HRS) Survey Data
- Every Student Succeeds Act (ESSA)--Conditions for Learning Survey Data
- Family Engagement Data

STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Intercultural Development Plan
- High Reliability Schools (HRS), Level 1 Implementation and School Improvement Plans (SIP)
- Family Engagement Strategic Plan
- Magnet Schools and Innovative Programs Plan

STUDENT LEARNING

PURPOSE:

Ensure high quality instruction which fosters and inspires academic, social, and emotional learning and growth to meet the needs of every student

MEASURES:

- Formative Assessment System for Teachers (FAST) -- Benchmark and Growth
- Future Ready Pathway Course Enrollment Data
- Profile of a Graduate Rubric Measures
- i ready

STRATEGIES:

- Academic Road Map Strategic Plan (HRS Levels 1-4)
- Profile of a Graduate Implementation Plan
- School Improvement Plans
- New Art and Science of Teaching Instructional Framework Aligned to Individual Professional Development Plans
- Magnet Schools and Innovative Programs Plan

WORKFORCE

PURPOSE:

Engage and empower a talented and diverse workforce who supports *Every Learner. Future Ready.*

MEASURES:

- Staff Engagement Survey
- Workforce Demographics
- Professional Growth Dashboard
- Employee Retention

STRATEGIES:

- Diversity, Equity, and Inclusion Plan
- Workforce Recruitment, On-Boarding, and Succession Plan
- Employee Relations Plan
- Benefit Programs Plan
- HR Systems and Plan

SYSTEMS AND RESOURCES

PURPOSE:

Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district

MEASURES:

- Systems Completion Milestones
- In-home Internet Access
- School Safety and Security Drills
- Audit Results
- Communications Engagement Data

STRATEGIES:

- Technology Strategic Plan
- System Upgrade and Integration for Human Resources and Financial Technology Plan
- Facilities Master Plan (Phase I and Phase II)
- Safety and Security Plan
- Transportation Strategic Plan
- Nutritious and Healthy Meals Implementation Plan
- Communications Strategic Plan

Our Vision: *Every Learner. Future Ready.* Our Mission: To ensure all learners experience a rigorous and personalized learning experience so they have a plan, a pathway and a passion for their future.

FEDERAL PURPOSE AND COMMUNITY OF PRACTICE

- Increase overall student achievement and reduce gaps
- Eliminate, reduce, and/or prevent minority group isolation in schools with substantial numbers of minority group students
- Create diverse, culturally responsive school environments, **and**
- Sustain magnet programs for the long term.



AGENDA FOR TONIGHT

1. Magnet Vision, Key Strategies, and Outcomes
2. Promising Practices - Cedar River Academy
3. Promising Practices - High School Magnet
Concept, Value Add, and Next Steps
4. Highlight Key Community and Business Voices

FUTURE READY MAGNET SCHOOLS VISION

The Cedar Rapids Community School District (CRCSD) in Cedar Rapids, Iowa is requesting MSAP funding to support the *Future Ready Magnet Schools* project consisting of significant revisions at four existing magnet schools and the development of one new magnet school. All CRCSD magnet schools, current and proposed, are whole-school programs. **Cedar River Academy**, a K-5th grade elementary school, will significantly revise the existing theme of sustainability by adding Museum Studies and will serve an average of 340 students each year. **Johnson STEAM Academy**, a K-5th grade elementary school, will significantly revise the existing theme of STEAM by adding an enhanced focus on the arts and will serve an average of 400 students each year. **Roosevelt Creative Corridor Business Academy**, a 6th-8th grade middle school, will significantly revise the existing theme of business by adding an enhanced focus on leadership through the adoption of *Leader in Me* and will serve an average of 595 students each year. **McKinley STEAM Academy**, a 6th-8th grade middle school, will significantly revise the existing theme of STEAM by adding a medical sciences pathway and an enhanced focus on the arts. McKinley will serve an average of 545 students each year. The **Community Magnet High School (CMHS)**, a 9th-10th grade school, will be created to complete a CRCSD K-12 magnet pipeline with the theme of community. The community-based approach will utilize the experience and strengths students will bring having attended other CRCSD magnet schools in the areas of sustainability, STEAM, and business. Upon completing CMHS, students will have the opportunity to continue their community-based, personalized education at Iowa BIG, an existing CRCSD program serving 11th-12th grade students.

Future Ready Magnet Schools has identified the following four project objectives: (1) To achieve voluntary desegregation and create socioeconomic diversity, *Future Ready Magnet Schools* will prevent MGI and reduce socioeconomic isolation; (2) To increase academic achievement, *Future Ready Magnet Schools* will increase ELA and Math achievement for all students as well as reduce racial and ethnic group gaps; (3) To sustain systemic reforms, *Future Ready Magnet Schools* will build capacity to implement research-based innovative educational methods and practices; (4) To improve the climate of inclusion, *Future Ready Magnet Schools* will increase student, family, and staff sense of belonging.

A project evaluation team will assess, monitor, and evaluate the impacts of the CRCSD *Future Ready Magnet Schools*' project activities using design-based research methods that are directly linked to the activities and outcomes of the project as specified in a project logic model. Within the context of the research study, outcome factors will be considered as individual performance measures for reporting as well as the relationships among the different factors. To inform the research study and ongoing monitoring of the performance measures, the evaluation team will create quantitative and qualitative datasets that will include individual and aggregated data.

Over the past 15 years, CRCSD has endured significant and pervasive hardship including two record-setting floods and a once-in-a-generation derecho event amid the COVID-19 pandemic, that disproportionately impacted the urban core of Cedar Rapids and its residents, resulting in significant human displacement and billions of dollars in damages. In response, the Cedar Rapids community has responded with hope and resilience. The district vision, *Every Learner. Future Ready.*, is a commitment to the Cedar Rapids community. *Future Ready Magnet Schools* will build on this critical commitment and communicate that regardless of circumstance, every student will have a passion, pathway, and plan to achieve their dreams.

Over the past 15 years, CRCSD has endured significant and pervasive hardship including two record-setting floods and a once-in-a-generation derecho event amid the COVID-19 pandemic, that disproportionately impacted the urban core of Cedar Rapids and its residents, resulting in significant human displacement and billions of dollars in damages. In response, the Cedar Rapids community has responded with hope and resilience. **The district vision, *Every Learner.***

***Future Ready.*, is a commitment to the Cedar Rapids community. *Future Ready Magnet Schools* will build on this critical commitment and communicate that regardless of circumstance, every student will have a passion, pathway, and plan to achieve their dreams.**

Our Mission: To ensure all learners have a rigorous and personalized learning experience so that they have a **plan**, a **pathway**, and a **passion** for their future.

STUDENT OUTCOMES:

PLAN →

I know how to set and achieve my goals.

PATHWAY →

I've acquired the knowledge and skills that I need.

PASSION →

I know who I am and what I want to do.

KEY STRATEGIES:

- **Understanding by Design**
- **Culturally Responsive Practices**
- **Profile of a Graduate**

Future Ready Magnet Schools Performance Measures



- 1. Create racially and socioeconomically integrated schools.**
- 2. Increase academic achievement for all students and close gaps.**
- 3. Increase staff efficacy and retention.**
- 4. Increase staff, student, and family sense of belonging.**

Promising Practice: Understanding by Design at CRA



CEDAR RIVER
ACADEMY

1st Grade:

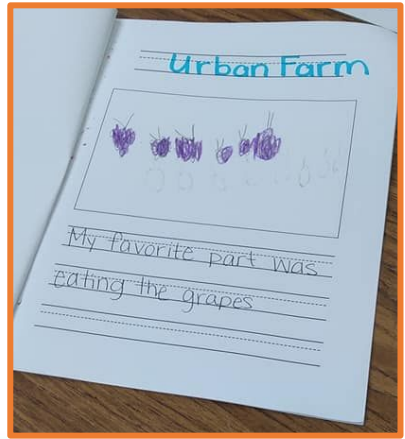
Theme: Living In My City

Essential Question:

How do our choices impact others in Cedar Rapids?


Partner: Matthew 25







Next Steps:

- Continue to design Science and Social Studies “Impact” units.
 - Deepen the level of integration within the units.
- 

School Name and
logo to be unveiled

Why we need a HS Magnet

City View is for all Cedar Rapids students who want an option in their schooling.

The City View Community High School is a high school of choice that focuses on experiential and competency based learning.

Our school will focus on deeply connecting students to the community and the opportunities within it.

Guiding Principles

- 1. Competency-based**
 - 2. Authentic work in community**
 - 3. Explore work via site visits, internships and apprenticeships**
 - 4. Build networks of supportive adults and mentors**
 - 5. Deep dive in identified life and career goals and aspirations.**
- 



\$100,000 +
continued support and
potential investment
next year

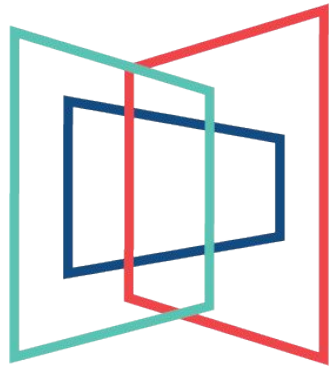
\$200,000 +
continued support
and potential
investment next year

newschools
venture fund

**Potential
for more**



\$1.8M



Transcend

BUILDING BEYOND THE LIMITS OF SCHOOL DESIGN

\$400,000



Who is this for?

How will we get there?

	Monday	Tuesday	Wednesday	Thursday	Friday
15 min	Community	Community	Community	Community	Virtual Day Extra Help Day 9 week day-long seminar
75 min	Online Learning	Seminar 2	Online Learning	Seminar 2	
75 min	Seminar 1	Seminar 3	Seminar 1	Seminar 3	
	Lunch	Lunch	Lunch	Lunch	
75 min	Community/ Project Based Learning 1	Community/ Project Based Learning 2	Community/ Project Based Learning 1	Community/ Project Based Learning 2	
75 min	Online Learning	Online Learning	Online Learning	Online Learning	

Community Members

Hugh Ekberg
CEO CRST, Inc.

Lura McBride
CEO Van Meter Industrial

INNOVATING WITH A PURPOSE



CRCS D STRATEGIC PLAN			
FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:			
<p>EQUITY</p> <p>By June 2022, CRCS D will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race) by 20%. From 18-19 28.2% → 2022 20.2% average gap</p>	<p>PROFICIENCY</p> <p>By June 22 2022, at least 80% of students will score proficient or advanced on ISASAP. From 18-19 64.5% → 2022 80% average proficiency</p>	<p>GRADUATION RATE</p> <p>By June 2022, CRCS D will increase graduation rate by 10%. From 2017 4 year 83.5% → 2022 93.5% 5 year 86.6% → 2022 96.6%</p>	
FOCUS AREAS:			
<p>CULTURE</p> <p>PURPOSE: Provide a safe, supportive, collaborative culture in which diversity of every learner is valued and embraced</p> <p>MEASURES:</p> <ul style="list-style-type: none"> Intercultural Development Inventory (IDI) Continuum Data High Reliability Schools (HRS) Survey Data Every Student Succeeds Act (ESSA)-Conditions for Learning Survey Data Family Engagement Data <p>STRATEGIES:</p> <ul style="list-style-type: none"> Diversity, Equity, and Inclusion Plan Intercultural Development Plan High Reliability Schools (HRS), Level I Implementation and School Improvement Plans (SIP) Family Engagement Strategic Plan Magnet Schools and Innovative Programs Plan 	<p>STUDENT LEARNING</p> <p>PURPOSE: Ensure high quality instruction which fosters and inspires academic, social, and emotional learning and growth to meet the needs of every student</p> <p>MEASURES:</p> <ul style="list-style-type: none"> Formative Assessment System for Teachers (FACT) Benchmark and Growth Future Ready Pathway Course Enrollment Data Profile of a Graduate Rubric Measures in ready <p>STRATEGIES:</p> <ul style="list-style-type: none"> Academic Road Map Strategic Plan (HRS Levels 1-4) Profile of a Graduate Implementation Plan School Improvement Plans New Art and Science of Teaching Instructional Framework Aligned to Individual Professional Development Plans Digital Literacy and Technology Plan Magnet Schools and Innovative Programs Plan 	<p>WORKFORCE</p> <p>PURPOSE: Engage and empower a talented and diverse workforce who supports Every Learner: Future Ready.</p> <p>MEASURES:</p> <ul style="list-style-type: none"> Staff Engagement Survey Workforce Demographics Professional Growth Dashboard Employee Retention <p>STRATEGIES:</p> <ul style="list-style-type: none"> Diversity, Equity, and Inclusion Plan Workforce Recruitment, On-Boarding, and Succession Plan Employee Relations Plan Benefit Programs Plan HR Systems and Plan 	<p>SYSTEMS AND RESOURCES</p> <p>PURPOSE: Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district</p> <p>MEASURES:</p> <ul style="list-style-type: none"> Systems Completion Milestones In-Home Internet Access School Safety and Security Drills Audit Results Communications Engagement Data <p>STRATEGIES:</p> <ul style="list-style-type: none"> Technology Strategic Plan System Upgrade and Integration for Human Resources and Financial Technology Plan Facilities Master Plan (Phase I and Phase II) Safety and Security Plan Transportation Strategic Plan Nutritious and Healthy Meals Implementation Plan Communications Strategic Plan
<p>Our Vision: Every Learner, Future Ready. Our Mission: To ensure all learners experience a rigorous and personalized learning experience so they have a plan, a pathway and a passion for their future.</p>			



ADMINISTRATION

BA-23-115 Facilities Master Plan Update (Noreen Bush)

Information Item

Strategic Plan/Focus Areas

- Culture**
- Student Learning**
- Workforce**
- Systems and Resources**

Pertinent Fact(s):

Superintendent Bush will provide an update of the Facility Master Plan following feedback sessions with staff, Community Open Houses, and area business leaders.



SCHOOL BOARD CALENDAR

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

2022- SEPTEMBER

Monday	Sep 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Sep 26	5:30 pm	Board Meeting/ Work Session	ELSC, Board Room 2500 Edgewood Rd NW

2022- OCTOBER

Monday	Oct 10	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Oct 24	5:30 pm	Board Meeting/ Work Session	ELSC, Board Room 2500 Edgewood Rd NW

2022- NOVEMBER

Tuesday	Nov 2		Election Day	
Monday	Nov 14	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Thurs/Fri	Nov 24/25		Holiday Observance	Offices Closed

2022- DECEMBER

Monday	Dec 12	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Fri/Mon	Dec 23/26		Holiday Observances	Offices Closed
Fri/Mon	Dec 30/Jan 2		Holiday Observances	Offices Closed

2023- JANUARY

Monday	Jan 9	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Jan 10	5:30 pm	Metro High School Winter Graduation	DoubleTree Hotel 350 First Ave NE
Monday	Jan 23	5:30 pm	Board Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW

MOMENTS OF SILENCE

ADJOURNMENT – President David Tominsky

Board Meeting: Monday, September 12, 2022