

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION ANNUAL MEETING
Educational Leadership & Support Center, Board Room
Monday, November 14, 2022 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (Laurel Day)

APPROVAL OF AGENDA (Laurel Day)

BOARD GOVERNANCE

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ADJOURNMENT (President)



A G E N D A
Annual Meeting
Monday, November 14, 2022

CALL TO ORDER - Laurel Day

APPROVAL OF AGENDA - Laurel Day

“I move that the agenda of Monday, November 14, 2022, Board of Education Annual Meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

BOARD GOVERNANCE

BA-23-000/08 Minutes – Meeting on October 26, 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 Wednesday, October 26, 2022.

BOARD GOVERNANCE

BA-23-163 Election of President (Laurel Day)

Action Item Roll Call or Ballot

Pertinent Fact(s):

1. The annual meeting will be called to order for the purpose of selecting a presiding officer of the Board of Directors.
2. Per Procedure, 202.1a, the Board Secretary shall call for nominations for the Office of President of the Board of Directors. Nominations do not require a second. The Board Secretary may determine "nominations closed" after sufficient time has been given for all who wish to make nominations to do so.
3. After nominations have been declared closed, the Board Secretary will call for a roll call vote, unless there is more than one Director nominated. If more than one Director is nominated for the Office of the President, ballots shall then be distributed by the Board Secretary to each Board member present. Each Board member shall complete the ballot by placing a mark in front of the name of a nominee and then signing his/her own name on the ballot. The Board Secretary shall collect the ballots and read the name of the director on each ballot and the name of the nominee marked on the ballot. If one nominee receives a majority vote of the members present, that member shall be elected President. If a majority vote for any nominee is not achieved on the first ballot, the procedure is repeated until a nominee receives a majority of votes cast.
4. The Board Secretary will administer the Oath of Office to the elected President.

Recommendation:

It is recommended that the Board of Education select a presiding officer of the Board of Directors and the Oath of Office be administered by Board Secretary Day.

BOARD GOVERNANCE

BA-23-164 Oath of Office - President of Board of Directors (Laurel Day)

Information Item

Pertinent Fact(s):

The Board Secretary will administer the Oath of Office to the elected President:

“Do you, _____, solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the Office of President of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, as now or hereafter required by Law?”

Respond by saying, “I will.”

BOARD GOVERNANCE

BA-23-165 Election of Vice President (President)

Action Item Roll Call or Ballot

Pertinent Fact(s):

1. Per Procedure, 202.1a, after the President has taken the Oath of Office, he/she will conduct the election for Vice President and shall call for nominations for the Office of Vice President of the Board of Directors. Nominations do not require a second. The President may determine "nominations closed" after sufficient time has been given for all who wish to make nominations to do so.
2. After nominations have been declared closed, the President will call for a roll call vote, unless there is more than one Director nominated. If more than one Director is nominated for the Office of the President, ballots shall then be distributed by the Board Secretary to each Board member present. Each Board member shall complete the ballot by placing a mark in front of the name of a nominee and then signing his/her own name on the ballot. The Board Secretary shall collect the ballots and read the name of the director on each ballot and the name of the nominee marked on the ballot. If one nominee receives a majority vote of the members present, that member shall be elected President. If a majority vote for any nominee is not achieved on the first ballot, the procedure is repeated until a nominee receives a majority of votes cast.
3. The Board Secretary will administer the Oath of Office to the elected Vice President.

Recommendation:

It is recommended that the Board of Education select a Vice President of the Board of Directors and the Oath of Office be administered by Board Secretary Day.

BOARD GOVERNANCE

BA-23-166 Oath of Office – Vice President of Board of Directors (Laurel Day)

Information Item

Pertinent Fact(s):

The Board Secretary will administer the Oath of Office to the elected Vice President:

“Do you, _____, solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the Office of Vice President of the Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, as now or hereafter required by Law?”

Respond by saying, “I will.”

BOARD GOVERNANCE

BA-23-167 Conflict of Interest Statements (Laurel Day)

Information Item

Pertinent Fact(s):

1. Per Board Regulation 201.6, it is the responsibility of each Board member to be aware of an actual or potential conflict of interest. It is also the responsibility of each Board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a Board member should not participate in any action relating to the issue from which the conflict arose. A Board member shall disclose and abstain from voting on any item that may be a potential conflict of interest.
2. Each Board member shall sign a "Conflict of Interest Disclosure" form at the Annual or Organizational Board Meeting and a record of said form will be noted in the School Board minutes. The disclosure form will be maintained by the Board Secretary.

ADJOURNMENT - (President)

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, November 14, 2022 @ 5:40 p.m.**

A G E N D A

CALL TO ORDER (President)

APPROVAL OF AGENDA (President)

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

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

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A G E N D A
Regular Meeting
Monday, November 14, 2022

CALL TO ORDER - President

APPROVAL OF AGENDA - President

“I move that the agenda of Monday, November 14, 2022, Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

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

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

CONSENT AGENDA

BA-23-001/06 Approval of Claims Report - October 2022 (Karla Hogan)

Exhibit: BA-23-001/06.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code §§ 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of October 1 - 31, 2022 totaled \$24,392,865.94.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and Ratify the List of Paid Bills and Payrolls for the period ending October 31, 2022.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending October 31, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
Period Ending 10/7	\$ 20,123.06	\$ 127.33	\$ -	\$ 5,139.50	\$ 66.02	\$ -	\$ 25,455.91
Period Ending 10/14	40,435.66	-	-	-	-	-	40,435.66
Period Ending 10/21	26,343.65	-	-	3,411.00	-	-	29,754.65
Period Ending 10/28	35,040.95	950.00	1,884,926.00	6,425.00	52.77	-	1,927,394.72
Period Ending 10/31	9,590,810.48	46,506.45	103,602.97	13,357.65	249,945.07	-	10,004,222.62
Approved Warrants and Voids							
Period Ending 10/7	\$ 512,664.97	\$ 77,610.33	\$ -	\$ 94,328.39	\$ 9,583.79	\$ -	\$ 694,187.48
Period Ending 10/14	688,164.51	24,096.48	-	832,791.11	87,839.10	-	1,632,891.20
Period Ending 10/21	275,278.27	71,875.96	117,397.66	32,238.98	48,396.77	-	545,187.64
Period Ending 10/28	671,627.06	93,216.44	2,060.62	518,394.99	309,609.10	-	1,594,908.21
Period Ending 10/31	63,006.71	-	100.00	(3,050.79)	1,202.02	-	61,257.94
	\$ 11,923,495.32	\$ 314,382.99	\$ 2,108,087.25	\$ 1,503,035.83	\$ 706,694.64	\$ -	\$ 16,555,696.03
Payrolls - Net	7,551,435.78	947.84	7,462.84	-	277,323.45	-	7,837,169.91
Total Expenditures	<u>\$ 19,474,931.10</u>	<u>\$ 315,330.83</u>	<u>\$ 2,115,550.09</u>	<u>\$ 1,503,035.83</u>	<u>\$ 984,018.09</u>	<u>\$ -</u>	<u>\$ 24,392,865.94</u>

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

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
October 7, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 20,123.06	\$ 127.33	\$ -	\$ 5,139.50	\$ 66.02	\$ -	\$ 25,455.91
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 512,664.97	\$ 77,610.33	\$ -	\$ 94,328.39	\$ 9,583.79	\$ -	\$ 694,187.48
Total	<u><u>\$ 532,788.03</u></u>	<u><u>\$ 77,737.66</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 94,328.39</u></u>	<u><u>\$ 9,649.81</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 719,643.39</u></u>

BA-23-001/06.2

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
October 14, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 40,435.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,435.66
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 688,164.51	\$ 24,096.48	\$ -	\$ 832,791.11	\$ 87,839.10	\$ -	\$ 1,632,891.20
Total	<u><u>\$ 728,600.17</u></u>	<u><u>\$ 24,096.48</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 832,791.11</u></u>	<u><u>\$ 87,839.10</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,673,326.86</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
October 21, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 26,343.65	\$ -	\$ -	\$ 3,411.00	\$ -	\$ -	\$ 29,754.65
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 275,278.27	\$ 71,875.96	\$ 117,397.66	\$ 32,238.98	\$ 48,396.77	\$ -	\$ 545,187.64
Total	<u><u>\$ 301,621.92</u></u>	<u><u>\$ 71,875.96</u></u>	<u><u>\$ 117,397.66</u></u>	<u><u>\$ 35,649.98</u></u>	<u><u>\$ 48,396.77</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 574,942.29</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
October 28, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
EFT FILE	\$ 35,040.95	\$ 950.00	\$ 1,884,926.00	\$ 6,425.00	\$ 52.77	\$ -	\$ 1,927,394.72
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 671,627.06	\$ 93,216.44	\$ 2,060.62	\$ 518,394.99	\$ 309,609.10	\$ -	\$ 1,594,908.21
Total	<u><u>\$ 706,668.01</u></u>	<u><u>\$ 94,166.44</u></u>	<u><u>\$ 1,886,986.62</u></u>	<u><u>\$ 524,819.99</u></u>	<u><u>\$ 309,661.87</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 3,522,302.93</u></u>

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
October 31, 2022**

	<u>General Fund (10)</u>	<u>Student Activity Fund (21)</u>	<u>Management Fund (22)</u>	<u>Capital Projects Funds (33,36,40)</u>	<u>Food and Nutrition Fund (61)</u>	<u>Day Care Fund (62)</u>	<u>Total All Funds</u>
Electronic Payments							
ACH Payments	9,590,810.48	46,506.45	103,602.97	13,357.65	249,945.07	-	10,004,222.62
Approved Warrants and Voids (Entered By Batch)							
Payroll Deduction	65,118.24	-	100.00	-	1,202.02	-	66,420.26
Voids	(2,111.53)	-	-	(3,050.79)	-	-	(5,162.32)
Total	<u><u>\$ 9,653,817.19</u></u>	<u><u>\$ 46,506.45</u></u>	<u><u>\$ 103,702.97</u></u>	<u><u>\$ 10,306.86</u></u>	<u><u>\$ 251,147.09</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 10,065,480.56</u></u>

CONSENT AGENDA

**BA-23-004/06 Statement of Receipts, Disbursements, and Cash Balances Report – October 2022
(Karla Hogan)**

Exhibit: BA-23-004/06.1

Action Item

Pertinent Fact(s):

The Statement of Receipts, Disbursements, and Cash Balances Report is required by Chapter 291 of the Code of Iowa and by Board Regulation 703.2. Cash receipts for the month ended October 31, 2022 were \$59,259,072.98 and cash disbursements were \$60,598,803.60. The investment balance on October 31, 2022 was \$77,206,796.44.

Recommendation:

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
STATEMENT OF RECEIPTS, DISBURSEMENTS, AND CASH BALANCES
MONTH ENDED OCTOBER 31, 2022

CASH	BALANCE		RECEIPTS	DISBURSEMENTS	BALANCE	
	9/30/2022				10/31/2022	
General and Management Funds						
10-General Fund	\$ 4,724,616.44		\$ 47,035,349.13	\$ 49,478,011.95	\$ 2,281,953.62	
22-Management Fund	848,084.73		3,565,694.24	2,126,656.66	2,287,122.31	
Total - General and Management Funds	<u>5,572,701.17</u>		<u>50,601,043.37</u>	<u>51,604,668.61</u>	<u>4,569,075.93</u>	
Student Activity Fund						
21-Student Activity Fund	1,718,756.91		245,833.07	648,057.64	1,316,532.34	
21-Cash on Hand	3,900.00		-	-	3,900.00	
Total-Student Activity Fund	<u>1,722,656.91</u>		<u>245,833.07</u>	<u>648,057.64</u>	<u>1,320,432.34</u>	
Food & Nutrition Fund						
61-Food & Nutrition Fund	2,351,190.40		1,528,194.17	991,845.28	2,887,539.29	
61-Petty Cash	3,070.71		-	-	3,070.71	
Total - Food & Nutrition Fund	<u>2,354,261.11</u>		<u>1,528,194.17</u>	<u>991,845.28</u>	<u>2,890,610.00</u>	
Daycare Fund						
62-Five Seasons Daycare Fund	1,338,122.72		-	-	1,338,122.72	
Capital Projects Funds						
33-Secure Adv. Vision for Educ. (SAVE) Fund	3,341,469.15		1,107,890.03	2,063,102.02	2,386,257.16	
36-Physical Plant & Equip (PPEL) Fund	1,027,813.77		4,851,293.40	4,368,875.68	1,510,231.49	
40-Debt Service Fund	163,881.32		924,818.94	922,254.37	166,445.89	
Total - Schoolhouse Funds	<u>4,533,164.24</u>		<u>6,884,002.37</u>	<u>7,354,232.07</u>	<u>4,062,934.54</u>	
TOTAL CASH - ALL FUNDS	<u>\$ 15,520,906.15</u>		<u>\$ 59,259,072.98</u>	<u>\$ 60,598,803.60</u>	<u>\$ 14,181,175.53</u>	
INVESTMENTS						
RESTRICTED INVESTMENT FUNDS						
Schoolhouse Fund-Held for Bond Payments						
33-SAVE Fund - Sinking Funds/UMB	\$ 1,350,541.87		\$ 710.40	\$ -	\$ 1,351,252.27	
40-Debt Service Fund - Sinking Funds/UMB	15,499,474.22		934,268.06	-	16,433,742.28	
TOTAL RESTRICTED INVESTMENTS	<u>\$ 16,850,016.09</u>		<u>\$ 934,978.46</u>	<u>\$ -</u>	<u>\$ 17,784,994.55</u>	
UNRESTRICTED INVESTMENT FUNDS						
	BALANCE		PURCHASES	MATURITIES	BALANCE	
	9/30/2022				10/31/2022	
General and Management Funds						
10-General Fund	\$ 8,000,000.00		\$ 30,000,000.00	\$ 9,500,000.00	\$ 28,500,000.00	
10-General Fund CD's ISJIT	13,560,590.35		30,816.29	-	13,591,406.64	
22-Management Fund	5,500,000.00		-	-	5,500,000.00	
Total - General and Management Funds	<u>27,060,590.35</u>		<u>30,030,816.29</u>	<u>9,500,000.00</u>	<u>47,591,406.64</u>	
Student Activity Fund						
21-Student Activity Fund	598,469.66		333,098.22	-	931,567.88	
Food & Nutrition						
61-Food & Nutrition Fund	2,500,000.00		-	-	2,500,000.00	
Schoolhouse Funds						
33-Secure Adv. Vision for Educ. (SAVE) Fund	15,146,841.94		2,094.52	-	15,148,936.46	
36-Physical Plant & Equip (PPEL) Fund	6,000,000.00		4,000,000.00	-	10,000,000.00	
40-Debt Service Fund	1,034,885.46		-	-	1,034,885.46	
Total - Schoolhouse Funds	<u>22,181,727.40</u>		<u>4,002,094.52</u>	<u>-</u>	<u>26,183,821.92</u>	
TOTAL UNRESTRICTED INVESTMENTS	<u>\$ 52,340,787.41</u>		<u>\$ 34,366,009.03</u>	<u>\$ 9,500,000.00</u>	<u>\$ 77,206,796.44</u>	
<hr/>						
BALANCES	GENERAL	STUDENT	FOOD &	DAYCARE	SCHOOLHOUSE	ALL
	FUND	ACTIVITY FUND	NUTRITION FUND	FUND	FUND	FUNDS
Cash	\$ 4,569,075.93	\$ 1,320,432.34	\$ 2,890,610.00	\$ 1,338,122.72	\$ 4,062,934.54	\$ 14,181,175.53
Restricted Funds	-	-	-	-	17,784,994.55	17,784,994.55
Investments	47,591,406.64	931,567.88	2,500,000.00	-	26,183,821.92	77,206,796.44
Total	<u>\$ 52,160,482.57</u>	<u>\$ 2,252,000.22</u>	<u>\$ 5,390,610.00</u>	<u>\$ 1,338,122.72</u>	<u>\$ 48,031,751.01</u>	<u>\$ 109,172,966.52</u>

CONSENT AGENDA

BA-23-005/06 Investments Report – October 2022 (Karla Hogan)

Exhibit: BA-23-005/06.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of October 2022. Investments purchased during the month totaled \$34,366,009.03, and investments redeemed during the month totaled \$9,500,000.00. The current interest rate for US Bank is 2.841%, in comparison to 0.02 % at US Bank in October 2021. The interest rate for Iowa Schools Joint Investment Trust (ISJIT) for October 2022 was 2.676%, in comparison to 0.005% in October 2021.

INVESTMENTS - October 2022

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Redeem	October 6, 2022	\$	4,000,000.00	US Bank	-	4,000,000.00
Redeem	October 13, 2022	\$	3,500,000.00	US Bank	-	3,500,000.00
Invest	October 20, 2022	\$	30,000,000.00	US Bank	30,000,000.00	-
Redeem	October 27, 2022	\$	2,000,000.00	US Bank	-	2,000,000.00
Interest	October 31, 2022	\$	30,816.29	US Bank~ISJIT Oct'22 Int	30,816.29	-
Fund Total					<u>30,030,816.29</u>	<u>9,500,000.00</u>
<u>Management Fund</u>						
N/A				US Bank	-	-
Fund Total					<u>-</u>	<u>-</u>
<u>Student Activity Fund</u>						
Invest	October 18, 2022	\$	332,000.00	US Bank	332,000.00	-
Interest	October 31, 2022	\$	1,098.22	US Bank	1,098.22	-
Fund Total					<u>333,098.22</u>	<u>-</u>
<u>Food & Nutrition Fund</u>						
Invest					-	-
Fund Total					<u>-</u>	<u>-</u>
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Invest	October 31, 2022		2094.52	US Bank	2,094.52	-
Fund Total					<u>2,094.52</u>	<u>-</u>
<u>Physical Plant & Equipment Fund (PPEL)</u>						
Invest	October 27, 2022	\$	4,000,000.00	US Bank	4,000,000.00	-
Fund Total					<u>4,000,000.00</u>	<u>-</u>
<u>Debt Services Fund</u>						
N/A					-	-
Fund Total					<u>-</u>	<u>-</u>
<u>GRAND TOTAL</u>					<u>\$ 34,366,009.03</u>	<u>\$ 9,500,000.00</u>

CONSENT AGENDA

BA-23-008/02 Open Enrollment – Denial 2022-2023 School Year (Nicole Kooiker)

Exhibit: BA-23-008/02.1

Action Item

Pertinent Fact(s):

1. Open Enrollment is the process by which a parent or guardian residing in an Iowa district may enroll their child(ren) into another Iowa school district under the terms and conditions of Iowa Code 282.18 and Iowa Administrative Code 281-17.
2. House File (HF) 2589 allows a parent or guardian to apply for open enrollment at any time without the need for good cause.
3. The receiving district may deny an open enrollment request if one of the following applies:
 - a. The application violates the district’s insufficient classroom space policy.
 - b. The district does not have the appropriate special education program.
 - c. The application would adversely affect the district’s implementation of a court-ordered desegregation plan, or
 - d. The student has been expelled or suspended.
4. As a general rule, appeals of open enrollment decisions should be filed as an original court action in Iowa District Court. Iowa District Court appeals should be filed in district court in the county in which the primary business office of the resident district is located (281-IAC 17.8(9)).
5. If a parent or guardian moves and wishes for their student to continue at the original resident district under open enrollment (often known as the “continuation rule”), requests cannot be denied due to insufficient classroom space policies.

Recommendation:

It is recommended that the Board of Education approve the Open Enrollment - Denial of the student(s) commencing with the 2022-2023 School Year.

**OPEN ENROLLMENT DENIALS
2022-2023 SCHOOL YEAR**

ENTER Denial

<u>Parent</u>	<u>Student</u>	<u>Grade</u>	<u>Resident District</u>	<u>Requested District</u>
S. Day-nuah	E. Kpou	6	College Community School District	Cedar Rapids Community School District

Reason: Appropriate special education program is not available

K. Keener	K. Horne	7	Marion Independent School District	Cedar Rapids Community School District
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Reason: Appropriate special education program is not available

**TOTALS: 1 College CSD
1 Marion ISD**

CONSENT AGENDA

BA-23-009/08 Personnel Report (Linda Noggle)

Exhibit: BA-23-009/08.1-6

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>
Ciabatti, Jacob	\$1,958.00	MN Basketball MS Assistant (Temp Contract) Franklin	2022-2023 School Year
Cornthwaite, Robert	\$70,040.00	Construction Specialist ELSC	11/14/2022
Drewelow, Roger	\$2,259.00	MN Basketball MS Assistant (Temp Contract) Wilson	2022-2023 School Year
Gruwell, Gary	\$1,958.00	MN Basketball MS Assistant (Temp Contract) Harding	2022-2023 School Year
Harmer, Adam	\$3,264.00	MN Basketbal Wilson	2022-2023 School Year
Hoke, Reed	\$4,017.00	Drama MS Wilson	2022-2023 School Year
Hynek, Dennis	\$6,027.00	WM Wrestling Assistant Kennedy	2022-2023 School Year
McCarty, Molly	\$3,264.00	Drama Tech MS Wilson	2022-2023 School Year
Nekvinda, Jody	\$3,012.00	Show Choir Tech MS (Temp Contract) Franklin	2022-2023 School Year
Thorson, Travis	\$2,259.00	MN Basketball MS Assistant (Temp Contact) Franklin	2022-2023 School Year
Vaupel, Cory	\$5,624.00	Wrestling Assistant Jefferson	2022-2023 School Year
CHANGE OF GRADE/POSITION - SALARIED STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Schulte, Jillian	\$110,685.00	Magnet Schools Project Director ELSC	10/29/2022
RESIGNATIONS - SALARIED STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Behounek, Molly	Personal	Teacher Nurse ELSC	11/4/2022
Fuller, Travis	Personal	Football Assistant Washington	11/2/2022
Philbrick, Nicole	Personal	Fleet Supervisor ELSC	12/9/2022

Scholer, Colleen	Personal	Director of Communications ELSC	12/2/2022
RETIREMENT - SALARIED STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Nissen, Diana		F&N Site Supervisor ELSC	1/4/2023
DEATH - SALARIED STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Bush, Noreen		Superintendent ELSC	10/23/2022
APPOINTMENTS - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Alcius, Emmanuela	\$19.45	Transportation Driver ELSC	11/7/2022
Battle, Jewelianah	\$15.00	Paraprofessional McKinley	11/14/2022
Blocker, Mary	\$15.00	Paraprofessional West Willow	11/7/2022
Bruce, Ahnyah	\$15.00	Bus Attendant ELSC	11/7/2022
Ceneus, A'N Gael	\$15.00	Paraprofessional Jefferson	10/31/2022
Chapman, Tony	\$15.00	Behavior Tech Washington	10/31/2022
Chiavetta, Emily	\$15.00	Paraprofessional Wright	10/24/2022
Childers, Ashley	\$15.00	Food Service Asst Franklin	10/24/2022
Douglas, Dawn	\$15.00	Bus Attendant ELSC	11/7/2022
Durocher, Kyle	\$17.42	Custodian II (Part Time) Various	11/7/2022
Farrington, Karmen	\$15.00	Food Service Asst Kennedy	10/31/2022
Fountain, Jameel	\$15.00	Food Service Asst Roosevelt	10/31/2022
Gorsich, Daniel	\$19.45	Transportation Driver ELSC	11/7/2022
Hagen, Joy	\$15.00	Paraprofessional Grant	11/7/2022

Heinemann, Kaitlin	\$15.00	Paraprofessional Wright	10/31/2022
Kaas, Natalie	\$15.00	Paraprofessional Truman	10/24/2022
Lopez, Jessica	\$15.56	Asst Manager West Willow	10/24/2022
Maher, Amanda	\$15.00	Paraprofessional Johnson	10/31/2022
Mayland, Chrismathe	\$15.00	Paraprofessional Hiawatha	10/31/2022
McAtee, Terry	\$15.00	Food Service Asst Grant Wood	10/31/2022
McCormick, Miranda	\$15.00	Paraprofessional Maple Grove	10/24/2022
Moors, Mason	\$19.45	Transportation Driver ELSC	11/7/2022
Nickell, Taylor	\$15.00	Paraprofessional West Willow	10/31/2022
Nunemaker, Samantha	\$15.00	Paraprofessional Kennedy	11/14/2022
Nziango, Cynthia	\$15.00	Bus Attendant ELSC	11/7/2022
Pikokivaka, Olivia	\$21.20	Purchasing Coordinator ELSC	11/7/2022
Robinson, Jessica	\$15.00	Paraprofessional Hiawtha	11/14/2022
Schmid, Michael	\$15.00	Paraprofessional Harrison	11/7/2022
Stangenwald, Sierra	\$15.00	Paraprofessional Kennedy	10/31/2022
Thurmand, Tiyauna	\$15.00	Bus Attendant ELSC	11/7/2022
Tore, Cassandra	\$15.00	Food Service Asst Harding	10/24/2022
Wilson, Jameka	\$15.00	Paraprofessional Taft	11/14/2022
Winters, Eugene	\$15.00	Paraprofessional Taft	11/14/2022

Yancey, Robert	\$15.00	Paraprofessional Washington	11/7/2022
CHANGE OF GRADE/POSITION - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Baker, Brooke	\$16.63	Associate Principal Secretary Franklin	10/29/2022
Cady, Misty	\$15.56	Asst Manager Madison	10/29/2022
Dittmar, Meghan	\$17.07	Floating Manager Various	10/19/2022
Douglas, Christa	\$15.00	Paraprofessional Viola Gibson	11/12/2022
Gongwer, Adam (Correction)	\$19.21	Custodian II Floater ELSC	10/29/2022
Hulen, Suzanne	\$15.56	Asst Mgr Johnson	10/29/2022
RESIGNATIONS - HOURLY STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Chiafos, Nancy	Personal	Paraprofessional Truman	11/1/2022
Elliott, Rickey	Personal	Paraprofessional Bertram	10/28/2022
Elobaid, Shireen	Personal	Paraprofessional Kenwood	11/4/2022
Erusha, Stephanie	Personal	Paraprofessional Maple Grove	10/25/2022
Fountain, Jameel	Personal	Food Service Asst Roosevelt	11/2/2022
Giles, Jenny	Personal	Paraprofessional Franklin	10/28/2022
Loboda, Maureen	Personal	Media Secretary Roosevelt	10/27/2022
Mooney, Kelli	Personal	Cook Wilson	10/14/2022
Nekola, Ann	Personal	Food Service Asst Jefferson	10/31/2022
Postley, Angela	Personal	Paraprofessional Harrison	11/2/2022

Ross, Alan	Personal	Food Service Asst Harrison	11/4/2022
Treiber, Lauren	Personal	Behavior Tech Kenwood	11/18/2022
Turner, Julie	Personal	Paraprofessional Maple Grove	11/10/2022
West, Stacy	Personal	Transportation Driver ELSC	11/7/2022
Willson, Christine	Personal	Cashier Roosevlt	10/25/2022

SHORT TERM CONTRACTS

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Landrum-Colbert, Eriecce	\$9,985.50	STC - Union Business	10/1/2022

EDUCATIONAL REIMBURSEMENT

<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Cuebas, Hector	\$1,047.00	7	11/14/2022
Halligan, Katie	\$603.00	8	11/14/2022

<u>LAST NAME</u>	<u>FIRST NAME</u>	<u>FTE</u>	<u>OLD LEVEL</u>	<u>OLD BASE</u>	<u>OLD FTE BASE</u>	<u>NEW LEVEL</u>	<u>NEW FULL BASE</u>	<u>NEW FTE BASE</u>	<u>FTE COST</u>	<u>CODE</u>
Avery-Elliott	Taelor	1.0	BA+12	\$60,033	\$60,033	BA+24	\$62,734	\$62,734	\$2,701	1
Jensen	Anthony	1.0	MA	\$54,436	\$54,436	MA+15	\$57,158	\$57,158	\$2,722	1
McGarvey	Laura	1.0	BA+12	\$61,749	\$61,749	BA+24	\$64,528	\$64,528	\$2,779	1
Rieger	Sara	1.0	BA+48	\$53,075	\$53,075	MA	\$53,606	\$53,606	\$531	2
Vaxter	Jennifer	1.0	BA+24	\$59,100	\$59,100	BA+36	\$60,282	\$60,282	\$1,182	1
Weller	Ashley	1.0	BA	\$49,931	\$49,931	BA+12	\$52,178	\$52,178	\$2,247	1
			TOTAL	\$338,324	\$338,324		\$350,486	\$350,486	\$12,162	

1. Additional graduate or in-service credit
2. Completion of advanced degree
3. National Board Certification 5% increase
4. Certification Exam for School Nurses 1% increase

CONSENT AGENDA

BA-23-011/03 Policy Manual – Review & Revision – 201.5 “Board Vacancies”, 201.6 “Conflict of Interest”, 201.7 “Board Qualifications”, 201.8 “Board Liability”, 202.1a “Election of Board Officers”, 202.1b “Oath of Office”, 511/ 511.1 “Voluntary Retirement Incentive Program – All Staff”, 604.8 “Damaged or Lost Property/Materials”, 605.3b “Administration of Medication to Students (Art Sathoff/Laurel Day)

Exhibit: BA-23-011/03.1-46

Information Item

Pertinent Fact(s):

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

Policy Manual #	Title	Action
201.5	Board Vacancies	Revised
201.6	Conflict of Interest	Revised
201.7	Board Qualifications	Revised
201.8	Board Liability	Reviewed
202.1a	Election of Board Officers	Reviewed
202.1b	Oath of Office	Reviewed
511	Voluntary Retirement Incentive Program – All Staff	Revised
511.1	Voluntary Retirement Incentive Program – All Staff	Revised
604.8	Damaged or Lost Property/Materials	Reviewed
605.3b	Administration of Medication to Students	Revised

Board Vacancies

A vacancy occurs, *as provided by law*, when a Board member resigns, forfeits (~~as defined by the Iowa Code~~), or otherwise leaves the office. A vacancy also includes, but is not limited to, the following:

- Failure to be properly elected
- Failure to qualify within the time fixed by law
- Failure to reside in the school district or director district
- A court order

If a vacancy occurs prior to the expiration of a term of office, the vacancy will be filled by Board appointment within 30 days of the vacancy and consistent with Iowa law. If the Board chooses to appoint, the Board Secretary shall post notice of the Board's intent to fill the vacancy by appointment in a newspaper having general circulation in the District. The notice must state that the electors of the school district have the right to file a petition within 14 days of the publication of the notice requiring that the vacancy be filled by special election.

The Board may appoint to fill the vacancy after the notice is published or after the vacancy occurs, whichever is later. The newly appointed Board member will hold office until a successor is elected and qualified at the next ~~scheduled~~ **regular** school election unless there is an intervening special election for the school district, in which event a successor shall be elected at the intervening special election. However, if the next regular school election is within 180 days or less, then an appointment to fill the vacancy until the next regular school election may be made.

If the Board is unable to fill a vacancy by appointment within 30 days after the vacancy occurs, or if a valid petition is filed within 14 days of notice, the Board Secretary will call a special election to be held no sooner than 60 days and not later than 70 days after the vacancy occurred. Candidates for a seat created by a vacancy must file their nomination papers 25 days before the special election. A Board member elected at the special election will serve the remaining portion of the unexpired term.

Each candidate shall be a qualified voter of the District and of the designated director District, if appropriate, a citizen of the District, an eligible elector of the District, and free from a financial conflict of interest with the position.

Legal Reference: Iowa Code §§ 69, 277.29; 279
Good v. Crouch, 397 N.W.2d 757 (Iowa 1986).
Board of Directors of Grimes Independent School Dist. v. County Board of Public Instruction of Polk Co., 257 Iowa 106, 131 N.W.2d 802 (1965).
Board of Directors of Menlo Consol. School Dist. v. Blakesburg, 240 Iowa 910, 36 N.W.2d 751 (1949).
~~1944 Op. Att'y Gen. 39~~

Approved 05-27-80
 Reviewed: 02-27-89
 06-08-92
 Revised: 10-10-94
 Reviewed: 09-25-95
 10-12-98
 04-14-03
 Revised: 12-08-08
 11-10-14
 02-22-16
 11-18-19

Conflict of Interest

Board members must be able to make decisions objectively. It is the responsibility of each Board member to be aware of an actual or potential conflict of interest *and take the action necessary to eliminate a potential conflict of interest should it arise*. It is also the responsibility of each Board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a Board member should not participate in any action relating to the issue from which the conflict arose. A Board member shall disclose and abstain from voting on any item that may be a potential conflict of interest.

Each Board member shall sign a "Conflict of Interest Disclosure" form at the annual or organizational Board meeting and a record of said form will be noted in the School Board minutes. The disclosure form will be maintained by the Board Secretary.

Conflicts of Interest would include but not necessarily be limited to the following:

Receiving direct or indirect compensation from the District, unless exempted in this regulation, for anything other than reimbursement of actual and necessary expenses, including travel, incurred in the performance of official duties.

Acting as an agent for a school textbook or school supply company, or for a company which provides any other goods or services which does business with the District during the Board member's term of office.

Conducting District business with the spouse of a Board member during the term of the Board member. (The payment of compensation to any other family member is within the discretion of the Board.)

Engaging directly or indirectly (through a Board member's immediate family members) in any outside employment or activity which is in conflict with the Board member's official duties and responsibilities. (See definition of immediate family below.)

Generally, the following would NOT be considered a conflict of interest:

Participation in a contract that is a bond, note or other obligation of a school corporation if the contract is not acquired directly from the school corporation, but is acquired in a transaction with a third party, who may or may not be the original underwriter, purchaser, or obligee of the contract.

Participation in a contract in which a Board member has an interest solely by reason of employment if the contract was made by competitive bid, in writing, publicly invited and opened, or if the affected Board member's remuneration for employment will not be directly affected as a result of the contract and duties of employment do not involve any of the preparation or procurement of any part of the contract and the affected Board member abstains from voting on the contract.

Receiving compensation from the District for contracts to purchase goods or services if the benefit to the Board member does not exceed ~~\$6,000~~ **\$20,000** in a fiscal year or if the contracts are made by the Board, upon competitive bid in writing, publicly invited and opened. A Board member shall disclose and abstain from voting on any item that may be a potential conflict of interest.

(For purposes of this regulation, immediate family members include: one's parents, step-parents, siblings, spouse, children, step-children, foster children, in-laws, sibling in-laws, grandparents, great grandparents, step-great grandparents, grandchildren, aunts, uncles, nieces, and nephews.)

In determining whether outside employment or activity of a Board member or a Board member's immediate family creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist include, but are not limited to, any of the following:

- (1) The outside employment or activity involves the use of the District's time, facilities, equipment and supplies or the use of the District badge, uniform, business card or other evidence of office to give the Board member or member of the Board member's immediate family an advantage or pecuniary benefit that is not available to other members of the general public.
- (2) The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the Board member or a member of the Board member's immediate family from anyone other than the state or the District for the performance of any act that the Board member would be required or expected to perform as part of the Board member's regular duties or during the hours in which the Board member performs service or work for the District.
- (3) The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the Board member, during the performance of the Board member's duties of office or employment.

If the outside employment or activity is employment or activity in (1) or (2) above, the Board member must cease the employment of or activity. If the activity or employment falls under (3), then the Board member must:

- Cease the outside employment or activity; or,
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition funds, board members will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the board member, board member's immediate family, partner, or a non-school district employer of these individuals is a party to the contract.

Legal Reference: Iowa Code §§68B; 71.1; 277.27; 279.7A; 301.28
22 C.F.R. §518.42

Approved: 10-28-85
Reviewed: 03-27-89
Revised: 05-08-89
Reviewed: 06-08-92
09-25-95
11-23-98
04-14-03
Revised: 12-08-08
08-23-10
04-27-15
08-26-19

Board Qualifications

Serving on the Board of Directors is an honor and privilege. Individuals who are willing to serve on the Board of Directors should believe public education is important, support the democratic process, willingly devote time and energy to Board work, respect staff, and have the ability to examine the facts and make decisions. The Board believes an individual considering a position on the school Board should possess these characteristics.

Citizens wanting to run for a position on the Board must be an eligible elector in the school district and director district (if any) at the time of the election. An eligible elector meets all of the requirements to register to vote but does not have to be registered to vote.

~~An eligible elector must be:~~

- ~~● A citizen of the United States~~
- ~~● A resident of Iowa~~
- ~~● At least 18 years old~~

~~An eligible elector may not:~~

- ~~● Be a convicted felon (unless voting rights have been restored by appropriate authorities)~~
- ~~● Be currently judged incompetent to vote by a court~~
- ~~● Claim the right to vote in any other place~~

Information regarding school board candidacy is provided in a guide prepared by the Iowa Secretary of State's Office to assist candidates and the public in meeting the requirements of Iowa's election laws.

Legal Reference: Code of Iowa §§ 63; 68B; 277.4, .27; 279.7A

Approved: 01-26-09
Revised: 12-08-14
10-14-19

Board Liability

Board of Directors will not be held personally liable for actions taken in the performance of their duties and responsibilities vested in them by the laws of Iowa and the members of the school district community. In carrying out the duties and responsibilities of their office, Board members will act in good faith.

The District will defend, save harmless and indemnify Board members against tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their official duties, unless the act constitutes a willful or wanton act or omission. However, the District cannot save harmless or indemnify Board members for punitive damages.

Legal Reference: Iowa Code §§ 670
Wood v. Strickland, 420 U.S. 308 (1975).
42 U.S.C. §§ 1983, 1985

Approved: 01-26-09
Revised: 12-08-14
Reviewed: 10-14-19

Election of Board Officers

After the Directors-elect have been qualified during odd-numbered years or during the annual organizational meeting held during even-numbered years, the Board Secretary shall call for nominations for the Office of President. Nominations do not require a second. The Board Secretary may determine "nominations closed" after sufficient time has been given for all who wish to make nominations. After nominations have been declared closed, the Board Secretary will call for a roll call vote, unless there is more than one Director nominated. If more than one Director is nominated for the Office of the President, ballots shall then be distributed by the Board Secretary to each Board member present. Each Board member shall complete the ballot by placing a mark in front of the name of a nominee and then signing his/her own name on the ballot. The Board Secretary shall collect the ballots and read the name of the director on each ballot and the name of the nominee marked on the ballot. If one nominee receives a majority vote of the members present, that member shall be elected President. If a majority vote for any nominee is not achieved on the first ballot, the procedure is repeated until a nominee receives a majority of votes cast.

The Office of Vice-President shall be determined in the same manner as the President.

Approved: 09-24-84
Reviewed: 03-13-89
06-08-92
09-25-95
Revised: 10-12-98
10-25-99
Reviewed: 04-14-03
Revised: 01-26-09
06-28-10
10-14-13
Reviewed: 02-09-15
11-18-19

Oath of Office

The Board of Directors are officials of the state. As a public official, each Director must pledge to uphold the Iowa and the United States Constitution and carry out the responsibilities of the office to the best of the Board member's ability.

Each newly elected Director will take the oath of office prior to any action taken as a school official. The oath of office is taken by each new Director elected at the school election at or before the Organizational meeting of the Board. In the event of an appointment or special election to fill a vacancy, the new Board member will take the oath of office within ten days of the appointment or election.

Directors elected to offices of the Board will also take the same oath of office but replacing the office of Board of Directors with the title of the office to which they were elected.

The oath of office is administered by the Board Secretary and does not need to be given at a Board meeting. In the event the Board Secretary is absent, the oath may be administered by another Director.

"Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the State of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the office of _____ (naming the office) in _____ (naming the district) as now and hereafter required by law?"

Legal Reference: Iowa Code §§ 277.28; 279.1, .6

Approved: 01-26-09
Revised: 02-09-15
Reviewed: 11-18-19

VOLUNTARY RETIREMENT INCENTIVE PROGRAM ALL STAFF

SECTION A: Program for 2021-2022 School Year

PURPOSE

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

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2022. The 2020-21 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2021 and June 30, 2022, and the nature and scope of such program, prior to December 15, 2021. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

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

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2021 and by February 1, 2022 and retiring by June 30, 2022. Those retiring after June 30, 2022 will be subject to the retirement program, if any, offered for those retiring in fiscal 2023 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

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

In the event that a workgroup outlined in Policy 511 is eliminated, the eligibility rules will be modified if the following circumstances have been met:

- 1) — the employee would have met the requirements of the Voluntary Retirement Incentive Policy 511 eligibility rules for their workgroup within 12 months after their workgroup was eliminated, and, 2) — the employee transfers to another benefit eligible workgroup under Policy 511, and, 3) — the employee retires within 12 months after the workgroup is eliminated;

Then:

- 1) — the District will recognize the employee's years of service in the workgroup that was eliminated, and,
- 2) — the Policy 511 benefit for the employee will be calculated in accordance with the policy that was in place when the workgroup was eliminated.

In applying these provisions, the employee cannot have a break in service. If the employee does not retire within 12 months after their workgroup elimination then the standard eligibility provisions of Policy 511 will apply.

APPLICATION

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

INSURANCE

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

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s).

If a retiree has been a participant in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or 3) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

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

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

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

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

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

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after June 30, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-2023 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2022-23. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2021-2022 school year, or, if taking an extended, unpaid leave of absence to start the 2022-2023 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

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

Wellness Payment

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

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

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

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

Retirement Incentive Payment

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

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

Table D employees who are age (54) and who will turn age fifty five (55) after June 30, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-2023 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2022-23. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2021-22 school year, or, if taking an extended, unpaid leave of absence to start the 2022-2023 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

CHILD CARE ASSISTANTS (TABLE E)**Retirement Incentive Payment**

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

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

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

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

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit

for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

~~District Contribution Towards Retiree Medical~~

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

~~Wellness Payment~~

~~Does not apply.~~

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

~~Retirement Incentive Payment~~

~~Does not apply.~~

~~District Contribution Towards Retiree Medical~~

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

~~Wellness Payment~~

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

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

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

FOOD & NUTRITION (TABLE K)

~~Retirement Incentive Payment~~

~~Does not apply.~~

~~District Contribution Towards Retiree Medical~~

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

~~Wellness Payment~~

~~Does not apply.~~

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

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

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

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

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

FT TECHNICIANS (TABLE S)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)**Retirement Incentive Payment**

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

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

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

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

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

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

Administrators who are age (54) and who will turn age fifty-five (55) after June 30, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-2023 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2022-23. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2021-22 school year, or, if taking an extended, unpaid leave of absence to start the 2022-2023 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

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

Retiree Life Insurance

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

Wellness Payment

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

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

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

SECTION B A: Program for 2022-2023 School Year**PURPOSE**

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

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2023. The 2021-22 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board's intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2022 and June 30, 2023, and the nature and scope of such program, prior to December 15, 2022. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District's Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2023, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2022 and by February 1, 2023 and retiring by June 30, 2023. Those retiring after June 30, 2023 will be subject to the retirement program, if any, offered for those retiring in fiscal 2024 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

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

In the event that a workgroup outlined in Policy 511 is eliminated, the eligibility rules will be modified if the following circumstances have been met:

- 1) the employee would have met the requirements of the Voluntary Retirement Incentive Policy 511 eligibility rules for their workgroup within 12 months after their workgroup was eliminated, and, 2) the employee transfers to another benefit eligible workgroup under Policy 511, and, 3) the employee retires within 12 months after the workgroup is eliminated,

Then:

- 1) the District will recognize the employee's years of service in the workgroup that was eliminated, and,
- 2) the Policy 511 benefit for the employee will be calculated in accordance with the policy *and salary* that was in place when the workgroup was eliminated.

In applying these provisions, the employee cannot have a break in service. If the employee does not retire within 12 months after their workgroup elimination then the standard eligibility provisions of Policy 511 will apply.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2023. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2023, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental and vision coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s).

If a retiree has been a participant in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or 3) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

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

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up

to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage due to age, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

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

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

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-2024 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2023-24. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2022-2023 school year, or, if taking an extended, unpaid leave of absence to start the 2023-2024 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

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

Wellness Payment

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

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

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

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

Retirement Incentive Payment

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

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

Table D employees who are age (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-2024 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2023-24. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2022-23 school year, or, if taking an extended, unpaid leave of absence to start the 2023-2024 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

CHILD CARE ASSISTANTS (TABLE E)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

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

Wellness Payment

Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

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

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

DAYCARE DIRECTORS (TABLE R)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)**Retirement Incentive Payment**

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

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

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

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

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

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

Administrators who are age (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-2024 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2023-24. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2022-23 school year, or, if taking an extended, unpaid leave of absence to start the 2023-2024 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

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

Retiree Life Insurance

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

Wellness Payment

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

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

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

SECTION B: Program for 2023-2024 School Year

PURPOSE

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

ELIGIBILITY

The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2024. The 2023-24 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board’s intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2023 and June 30, 2024, and the nature and scope of such program, prior to December 15, 2023. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District’s Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2024, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2023 and by February 1, 2024 and retiring by June 30, 2024. Those retiring after June 30, 2024 will be subject to the retirement program, if any, offered for those retiring in fiscal 2025 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

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

In the event that a workgroup outlined in Policy 511 is eliminated, the eligibility rules will be modified if the following circumstances have been met:

- 1) the employee would have met the requirements of the Voluntary Retirement Incentive Policy 511 eligibility rules for their workgroup within 12 months after their workgroup was eliminated, and, 2) the employee transfers to another benefit eligible workgroup under Policy 511, and, 3) the employee retires within 12 months after the workgroup is eliminated,*

Then:

- 1) the District will recognize the employee's years of service in the workgroup that was eliminated, and,*
- 2) the Policy 511 benefit for the employee will be calculated in accordance with the policy and salary that was in place when the workgroup was eliminated.*

In applying these provisions, the employee cannot have a break in service. If the employee does not retire within 12 months after their workgroup elimination then the standard eligibility provisions of Policy 511 will apply.

APPLICATION

The Intent to Retire form must be submitted to Human Resources not later than February 1, 2024. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee's contract will be terminated as of the Board approved retirement date.

INSURANCE

Per state of Iowa code 509, employees who retire from the District while participating in the District's group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2024, a state or federal regulation and/or legal decision alters the District's ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental and vision coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 10th day of the month in the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s).

If a retiree has been a participant in the District's group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible to receive the District's contribution toward the District's group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or 3) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee's retirement. The District contribution towards the employee's group health insurance shall be pro-rated based upon an average of his/her last five (5) full year's Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.*

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

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree's covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District's group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up

to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage due to age, continue to pay toward the cost of the group health insurance coverage on behalf of the employee's spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.

SCHEDULE OF BENEFITS BY WORKGROUP

TEACHERS/NURSES (TABLE A OR AN)

Retirement Incentive Payment

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

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

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after June 30, 2024 and on or before December 31, 2024 may request an unpaid, extended leave of absence for the portion of the 2024-2025 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2024-25. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as

of the end of the 2023–2024 school year, or, if taking an extended, unpaid leave of absence to start the 2024-2025 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

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

Wellness Payment

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

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

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

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

Retirement Incentive Payment

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

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

Table D employees who are age (54) and who will turn age fifty-five (55) after June 30, 2024 and on or before December 31, 2024 may request an unpaid, extended leave of absence for the portion of the 2024-2025 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2024-25. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2023-24 school year, or, if taking an extended, unpaid leave of absence to start the 2024-2025 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

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

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

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

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

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

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

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

FOOD & NUTRITION (TABLE K)

Retirement Incentive Payment
Does not apply.

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

Wellness Payment
Does not apply.

CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment
Does not apply.

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

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

Wellness Payment
Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment
Does not apply.

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

Wellness Payment
Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment
Does not apply.

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

Wellness Payment
Does not apply.

TEACHER ASSOCIATES (TABLE O)

Retirement Incentive Payment

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

District Contribution Towards Retiree Medical

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

Wellness Payment

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

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

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

HEARING INTERPRETERS (TABLE Q)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

IT TECHNICIANS (TABLE S)

Retirement Incentive Payment

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

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

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

TRANSPORTATION (TABLE Y)

Retirement Incentive Payment

Does not apply.

District Contribution Towards Retiree Medical

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

Wellness Payment

Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

Retirement Incentive Payment

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

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

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

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

In applying these provisions, an employee's lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years' Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided

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

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

Administrators who are age (54) and who will turn age fifty-five (55) after June 30, 2024 and on or before December 31, 2024 may request an unpaid, extended leave of absence for the portion of the 2024-2025 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2024-25. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2023-24 school year, or, if taking an extended, unpaid leave of absence to start the 2024-2025 school year, as of the date he/she turns fifty-five (55).

District Contribution Towards Retiree Medical

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

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

Retiree Life Insurance

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

Wellness Payment

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

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

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

Approved: 02-27-06

Revised: 11-17-06

01-14-08

12-08-08

12-14-09

11-08-10

11-14-11

12-10-12

12-09-13

12-08-14

12-14-15

12-12-16

12-11-17

12-10-18

10-28-19

12-14-2020

06-14-2021

12-13-2021

05-09-2022

All Staff - Voluntary Retirement Incentive Program

SECTION A: Program for 2021-2022 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2022. In order to be eligible for 2021-22 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave*) for the entire 2021-22 school year.

*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2022 and on or before December 31, 2022 may request an unpaid, extended leave of absence for the portion of the 2022-23 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2022-23. However, in this case, the 2021-22 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Paid or unpaid leave will not be granted after May 2022 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2022.

SECTION B A: Program for 2022-2023 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the ~~Human Resources~~ **Business Services** Department after the Board of Directors approves said program. **The Human Resources Department will inform employees** and within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2023. In order to be eligible for 2022-23 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave*) for the entire 2022-23 school year.

*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2023 and on or before December 31, 2023 may request an unpaid, extended leave of absence for the portion of the 2023-24 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2023-24. However, in this case, the 2022-23 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits.

Paid or unpaid leave will not be granted after May 2023 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2023.

SECTION B: Program for 2023-2024 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Business Services Department after the Board of Directors approves said program. The Human Resources Department will inform employees within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year's program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District's Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on February 1, 2024. In order to be eligible for 2023-24 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2023-24 school year.*

**Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2024 and on or before December 31, 2024 may request an unpaid, extended leave of absence for the portion of the 2024-25 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2024-25. However, in this case, the 2023-24 year's salary will be applied in calculating Voluntary Retirement lump-sum payment benefits.*

Approved: 02-27-06
Revised: 11-17-06
01-14-08
12-08-08
01-11-10
12-13-10
11-14-11
12-10-12
12-09-13
12-08-14
12-14-15
11-14-16
11-13-17
11-12-18
10-14-19
11-09-2020
11-15-2021
05-09-2022

Damaged or Lost Property/Materials

Students who have attained the age of majority or the parent/legal guardian of minor students may be assessed the cost for damage to school property resulting from wanton, willful, or malicious acts. Also, they may be required to reimburse the District for the replacement costs of lost equipment or materials furnished by the school. Damage and/or replacement costs will be determined by the District and will be based upon the lesser of replacement cost or the remaining value of the item (the original cost less reasonable use).

Prior to using certain equipment or materials furnished by the school, the District may require that students and/or parents sign a form acknowledging they understand their obligation to pay for damage and/or replacement costs. Even if students and/or parents do not sign this form, they are still required to pay damage and/or replacement costs pursuant to this Regulation.

Legal Reference: Iowa Code §§ 301.26

Approved: 02-27-78
Reviewed: 02-12-90
Revised: 03-12-90
10-11-93
Reviewed: 07-15-96
11-09-98
11-12-12
Revised: 06-25-18

Administration of Medication to Students

Only medication prescribed by a legal prescriber* will be administered during the time the student is at school. A district medication administration permission form must be fully completed and signed by the parent/guardian before medication can be administered. Over the counter medications must also be authorized by a legal prescriber.**
~~*, including supplements and natural remedies.** Requests to administer experimental, off-label supplements, herbal, alternative, complementary and homeopathic medications, including all forms of essential oils, are evaluated and approved for administration on a case-by-case basis in consultation with the school nurse. There will also need to be communication with the prescriber, as well as documented research, information, resources and other sources to support the safe and effective administration at school.~~ The school will have the right to contact the prescriber’s office to confirm or clarify medication instructions.

All medication will be supplied to the school in the original container, properly labeled, and will be administered only by the school nurse or other personnel who have successfully completed a state-approved medication administration course. It is strongly recommended that a parent/guardian or responsible adult bring medications to the school. Students who have demonstrated competence in administering their own medications may self-administer their medication with approval of the parent/guardian, prescriber and the school nurse. By law, students with asthma or other airway constricting conditions may self-administer their medication with approval of their parents and prescriber regardless of competency. A written medication administration record will be on file at school and retained for five years. All medication will be stored in a secure area in the health office unless an alternate location is approved by the school nurse. Medication records will be kept confidential.

Iowa law allows schools to stock certain medications:

- 1) Epinephrine auto injectors and Bronchodilators. Personnel authorized to administer epinephrine or a bronchodilator may provide or administer an epinephrine auto-injector, a bronchodilator canister, or a bronchodilator canister and spacer, as applicable, from the school's supply to a student or other individual if such personnel reasonably and in good faith believe the student or other individual is having an anaphylactic reaction or requires treatment for respiratory distress, asthma, or other airway constricting disease.***
- 2) Naloxone (Narcan) for use in an individual suspected of having an opioid overdose. Allows a school employee to possess and administer an opioid antagonist to an individual if the school employee reasonably and in good faith believes that the individual is experiencing an opioid-related overdose.***

*Legal Prescriber – Physician, dentist, podiatrist, licensed physician assistant, advanced registered nurse practitioner.

** Middle and High School students, in accordance with Health Services protocols for common complaints of pain, may have limited, over-the-counter medication with written parental consent.

Legal Reference: Iowa Code §§ 124.101, 147.107, 155A.4, 152.1, 280.23, 280.16, **280.16A, 281.14, 135.190**
 Education [281]—14, 41.404
 I.A.C. Pharmacy [657]—8.32 (124, 155A)
 I.A.C. Nursing Board [655]—6.2(152)
 District Health Services Protocols

Approved: 10-11-93
 Reviewed: 07-15-96
 Revised: 01-12-98
 Reviewed: 01-11-99
 Revised: 01-10-05
 05-24-10
 02-24-14
 01-14-19

CONSENT AGENDA

BA-23-087/02 Agreement - Cedar Rapids Community School District and Qualtrics LLC. - 2022-2023 School Year (Craig Barnum)

Exhibit: BA-23-087/02.1-4

Action Item

Pertinent Fact(s):

1. Qualtrics is a District survey tool, used to administer all District-level surveys including, but not limited to, the High Reliability Schools Surveys, Administrator 360 Feedback survey, Teacher Leadership Surveys, and Student Engagement Surveys.
2. The Agreement is for one school year with the ability to renew annually. Non-categorical funds will cover the procurement.

Recommendation:

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



Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	Cedar Rapids Community School District 2500 Edgewood Rd Nw Cedar Rapids, IA 52405 United States ("Customer")	
Effective Date:	The date signed by the last party to sign.		
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.		
Attachments:	<ul style="list-style-type: none"> - Service Level Exhibit - Cloud Service Exhibit 		
Services:	As set forth in the exhibits attached hereto		
Term:	As set forth in the exhibits attached hereto		
Payment Terms:	As set forth in the exhibits attached hereto		
Additional Terms:			
To be completed by Customer			
Regional Data Center:		Purchase Order Number (if any):	
Email Address for Invoice Submission:		Shipping Address:	
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Attn: Cedar Rapids Community School District Foundation Cedar Rapids District Wide 2500 Edgewood Rd Nw Cedar Rapids IA 52405 United States

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
Qualtrics Primary Contact:	Customer Primary Contact:
Name:	Name:
Phone:	Phone:
Email:	Email:



Order Form

Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%.



Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal at least 30 days prior to the end of the term.

[Description of Services on following page]



QUOTE

#179495
Net 30

Start Date 11/7/2022
End Date 11/6/2023

DESCRIPTIONS

Research Suite Core (Unlimited)
Advanced Distribution Package
Advanced Features Package
Advanced Security Management
ExpertReview - Compliance Assist
RS K12 ExpertReview - Response Quality (Advanced)
SSO
Included Brands
Included Theme
Developer Tools
Vocalize Core : 10000
Closed Loop Followup
Teacher Level Access : 10000
Role Based Dashboards
SSO
Vocalize K12 ExpertReview - Response Quality (Advanced)
Vanity URL
Included Authors
Advanced Security Management
Additional Brands
Additional Theme
Developer Tools

SUBTOTAL **USD \$52,893.78**

TOTAL USD \$52,893.78

This is not an invoice

1 of 1

CONSENT AGENDA

BA-23-138/02 Resolution - Kennedy High School - Permanent Easement (Chris Gates)

Exhibit: BA-23-138/02.1-4

Action Item

Pertinent Fact(s):

1. Interstate Power and Light is requesting a permanent underground electric line easement at Kennedy High School. The area in question contains approximately 27,692 square feet. The District has no intention of building on the property nor should the permanent easement cause any future hardship to the District.
2. Interstate Power and Light shall pay the District \$1.00, plus attorney fees and publishing fees of \$2,500.
3. The Board will consider the acceptance of the permanent easement agreement and hold a Public Hearing on December 12, 2022. Board acceptance of the Resolution and Agreement is contingent on the outcome of the Public Hearing and final Board action.

Recommendation:

It is recommended that the Board of Education approve the Resolution to schedule a Public Hearing at the December 12, 2022 Board of Education meeting regarding approval of the Kennedy High School - Permanent Easement.

RESOLUTION

WHEREAS, Interstate Power and Light has presented a proposal for a permanent easement on real estate owned by the Cedar Rapids Community School District (“District”), more particularly, located at the Kennedy High School property located at 4545 Wenig Road NE, Cedar Rapids, Iowa, and legally described as:

See attached Exhibit A. (“Property”)

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

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

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

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

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

Section 1. That this Board shall set a public hearing on the conveyance of the easement on the above-described Property for December 12, 2022 at 5:30 p.m. in the Cedar Rapids Community School District Board Room located in the Educational Leadership and Support Center located at 2500 Edgewood Blvd. NW, Cedar Rapids, Iowa.

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

PASSED AND APPROVED this 14th day of November 2022.

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By: _____
David Tominsky, Board President

Attest:

By: _____
Laurel Day, Board Secretary

UNDERGROUND ELECTRIC LINE EASEMENT

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

See Attached Exhibit A, page 3

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

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

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

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

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

Project Title: 42nd ST OH to UG
Twin Pines to Wenig Rd
ERP Activity ID: WR#4044707
Tract No.: 1
REROW No.:

Signed this _____ day of _____, 2022.

GRANTOR(S): CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2022,
before me, the undersigned, a Notary Public in and for said State,
personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

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

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____:

My Commission Expires: _____:

CAPACITY CLAIMED BY SIGNER

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

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

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

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

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):

EXHIBIT A

THE NORTH 1979.09 FEET OF THE E 1/2 OF THE SE 1/4 OF SECTION 5-83-7 EXCEPT THE EAST 460.00 FEET, LOCATED IN CEDAR RAPIDS, IOWA, LINN COUNTY



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

PROPERTY DESCRIPTION

The North 659.94 feet of the E 1/2 of the SE 1/4 of Section 5-83-7 except the East 460.0 feet thereof,
As described in a Warranty Deed filed in Book 1145, Page 512 Office of the Recorder, Linn County, Iowa. Also described in
The North 659.69 feet of the South 1319.63 feet of the E 1/2 of the SE 1/4 of Section 5-83-7 except the East 460.0 feet thereof,
As described in a Warranty Deed filed in Book 1176, Page 622 Office of the Recorder, Linn County, Iowa. Also Described in
The North 659.46 feet of the South 1979.09 feet of the E 1/2 of the SE 1/4 of Section 5-83-7 except the East 460.0 feet thereof,
As described in a Warranty Deed filed in Book 1247, Page 208 Office of the Recorder, Linn County, Iowa.

EASEMENT DESCRIPTION

A tract of land for easement purposes on, over and the above described property, more particularly described as;

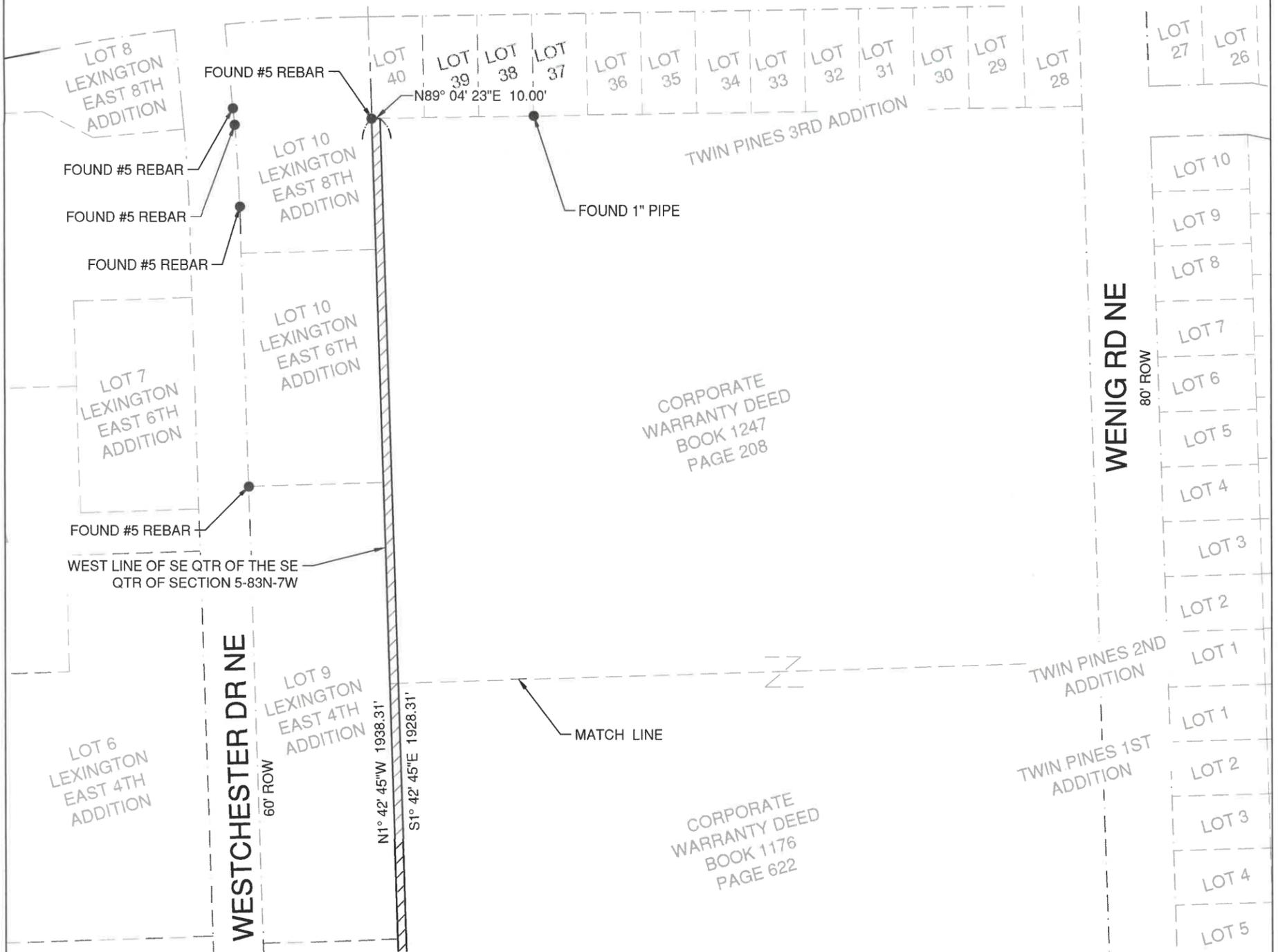
Beginning at a #5 Rebar marking the Northwest corner of said property;
Thence along the northerly line of said property, N89° 04' 23"E, 10.00 feet;
Thence S1° 42' 45"E, 1928.31 feet;
Thence N89° 05' 34"E, 830.98 feet to a point on the westerly Right of Way of Wenig Rd;
Thence along said westerly Right of Way, S1° 42' 45"E, 10.00 feet to a point on the northerly Right of Way of 42nd St;
Thence along said northerly Right of Way, S89° 05' 34"W, 840.98 feet;
Thence N1° 42' 45"E, 1938.31 feet to the POINT OF BEGINNING;
Containing 27,692.90 square feet (0.64 acres), more or less.

OWNERS

Cedar Rapids Community School District
Book 1145, Page 512 and Book 1176, Page 622 and Book 1247, Page 208

SURVEY REQUESTED BY

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



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

Douglas J. Kwater 8/2/2022
Date

Iowa license number 23712
License renewal date is December 31, 2023



LEGEND

- ROAD RIGHT OF WAY LINES
- NEW EASEMENT
- EXISTING PARCEL LINES
- SECTION LINE
- QUARTER SECTION LINE
- FOUND SURVEY MONUMENT



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

EXHIBIT A
THE NORTH 1979.09 FEET OF THE E 1/2 OF THE SE 1/4 OF SECTION 5-83-7 EXCEPT THE EAST 460.00 FEET, LOCATED IN CEDAR RAPIDS, IOWA, LINN COUNTY

Project Number: R21.01670
Date: 7/29/2022
Drawn By: ATF
Approved By: DJK
Sheets: 1 of 2

CONSENT AGENDA

**BA-23-168 Final Approval - Jackson Elementary School Demolition Project -
Certificate of Substantial Completion (Jon Galbraith)**

Exhibit: BA-23-168.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$163,299 plus change orders in the amount of \$7,663.90, for a completed project cost of \$170,962.90. The funding was provided by SAVE Funds and the project was substantially completed on September 7, 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 - Jackson Elementary School Demolition Project.



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Jackson Elementary Demolition Package 1300 38 th St. NW Cedar Rapids, IA 52405	CONTRACT INFORMATION: Contract For: 20220001 - Jackson Elementary Demolition Package Date: March 1, 2022	CERTIFICATE INFORMATION: Certificate Number: 001 Date: August 26, 2022
OWNER: <i>(name and address)</i> CRCSO 2500 Edgewood Road NW Cedar Rapids, IA 52405	ARCHITECT: <i>(name and address)</i> OPN Architects 200 5 th Ave SE, STE 201 Cedar Rapids, IA 52401	CONTRACTOR: <i>(name and address)</i> DW Zinser Company, Inc 1775 Commercial Drive Walford, IA 52351-0398

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

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

<u>OPN Architects</u>		<u>Chad Schumacher</u>	<u>August 26, 2022</u>
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

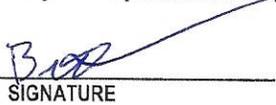
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

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

<u>DW Zinser Company, Inc.</u>		<u>Kyle Fisher - General Manager</u>	<u>9/7/22</u>
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
<u>Cedar Rapids CSD</u>		<u>Laurel Day - Board Secretary</u>	
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

Application and Certificate for Payment

TO OWNER: Cedar Rapids Community School District 2500 Edgewood Road Cedar Rapids, IA 52405	PROJECT: Jackson Elementary School 1300 38th ST NW Cedar Rapids, IA 52405	APPLICATION NO: 004 PERIOD TO: October 31, 2022	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER
FROM CONTRACTOR: D.W. Zinser Company, Inc 1775 Commercial Drive Walford, IA 52351	VIA ARCHITECT: OPN Architects 200 5th Avenue SE Ste 201 Cedar Rapids, IA 52401	CONTRACT FOR: General Construction CONTRACT DATE: March 01, 2022 PROJECT NOS: / /	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

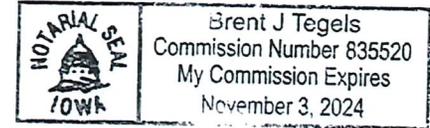
1. ORIGINAL CONTRACT SUM	\$163,299.00
2. NET CHANGE BY CHANGE ORDERS	\$7,663.90
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$170,962.90
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$170,962.90
5. RETAINAGE:	
a. 0.00 % of Completed Work (Column D + E on G703)	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE	\$170,962.90
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$162,414.75
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$8,548.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$7,663.90	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$7,663.90	\$0.00
NET CHANGES by Change Order		\$7,663.90

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

CONTRACTOR: _____
By: _____ Date: 10-20-2022

State of: Iowa
County of: Linn
Subscribed and sworn to before me this 20 day of 2022.



Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$8,548.15
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____
By: _____ Date: 10.20.22

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

CONSENT AGENDA

BA-23-169 **Final Approval - New Elementary School at Coolidge (West Willow) Elementary School Site Project - Certificate of Substantial Completion (Jon Galbraith)**

Exhibit: BA-23-169.1-10

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$21,135,000, plus change orders in the amount of \$281,194.61, for a completed project cost of \$21,416,194.61 and the funding was provided by SAVE Funds. The project was substantially completed on October 20, 2021.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District - New Elementary School at Coolidge (West Willow) Elementary School Site Project.

APPLICATION AND CERTIFICATE FOR PAYMENT
AIA DOCUMENT G702

TO (OWNER): CEDAR RAPIDS SCHOOL DIST	PROJECT: Coolidge Elementary 6225 1st Ave NW Cedar Rapids, IA 52405	APPLICATION NO: 27 INVOICE NO: 002525 PROJECT NO: 54130 ARCHITECT PROJECT NO: PO#0026128 OWNER PO NO: 54130
FROM: Dale F DeMeulenaere (CONTRACTOR) Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208	ARCHITECT: OPN ARCHITECTS 200 5TH AVE SE 201 CEDAR RAPIDS, IA 52401	CONTRACT DATE: FROM: 7/1/2022 TO: 9/30/2022
CONTRACT FOR: General Construction		

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

Change Orders approved in previous months by Owner	APPROVED	DEDUCTIONS
Total	\$311,314.42	(\$30,119.81)
Approved this Month		
Number	Date Approved	
TOTALS		
Net change by Change Orders		\$281,194.61

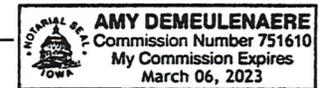
1. ORIGINAL CONTRACT SUM	\$21,135,000.00
2. Net change by Change Orders	\$281,194.61
3. CONTRACT SUM TO DATE (Line 1 +- 2)	\$21,416,194.61
4. TOTAL COMPLETED & STORED TO DATE	\$21,416,194.61
(Column I on G703)	
5. RETAINAGE:	
a. <u>5.00%</u> of Completed Work	
(Column F + G on G703)	
b. _____ of Stored Material	
(Column H on G703)	
Total Retainage (Line 5a + 5b or Total in Column L of G703)	
6. TOTAL EARNED LESS RETAINAGE	\$21,416,194.61
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$21,361,438.21
8. CURRENT PAYMENT DUE	\$54,756.40
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Line 3 less Line 6)	

State of: IA
Subscribed and sworn to before me this 17th day of October, 2022

Notary Public: *Amy DeMeulenaere*

My Commission Expires: 3-6-23



CONTRACTOR: Garling Construction Inc
BY: *Tom R* DATE: 10-17-22

ARCHITECTS CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 54,756.40
Fifty Four Thousand Seven Hundred Fifty Six Dollars and Forty Cents

ARCHITECT: *[Signature]* (Attach explanation if amount certified differs from the amount applied for.)
By: _____ Date: 10.20.22

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

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. APPLICATION NO: 27
 CONTRACT DATE: INVOICE NO: 002525
 FROM: 7/1/2022 PROJECT NO: 54130
 TO: 9/30/2022 ARCHITECT PROJECT NO: PO#0026128

In tabulations below, amounts are stated to the nearest doll:
 Use **Column L** on Contracts where variable retainage for line

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E	F	G	H	I	J	K	L	M
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED TO DATE		BALANCE	RETAINAGE
							AMOUNT	COMPLETE				
1												
2	GENERAL REQUIREMENTS											
3	Bonds/Permit/Insurance		332,843.00	332,843.00	100%				332,843.00	100%		
4	Temp Facilities / Refuge		46,043.00	46,043.00	100%				46,043.00	100%		
5	Temp Enclosures / Winter Heat		110,227.00	110,227.00	100%				110,227.00	100%		
6	Temp Fence		13,440.00	13,440.00	100%				13,440.00	100%		
7	Daily / Final Cleaning		25,500.00	25,500.00	100%				25,500.00	100%		
8	Equipment		33,463.00	33,463.00	100%				33,463.00	100%		
9	Mobilization		3,500.00	3,500.00	100%				3,500.00	100%		
10	Administration		557,527.00	557,527.00	100%				557,527.00	100%		
11	Electronic Submittals		12,198.00	12,198.00	100%				12,198.00	100%		
12	SITWORK											
13	Selective Demolition		5,055.00	5,055.00	100%				5,055.00	100%		
14	CONCRETE											
15	CAST IN PLACE											
16	Reinforcement		82,500.00	82,500.00	100%				82,500.00	100%		
17	Footing Material		3,300.00	3,300.00	100%				3,300.00	100%		
18	Footing Concrete		96,624.00	96,624.00	100%				96,624.00	100%		
19	Footing Labor		138,398.00	138,398.00	100%				138,398.00	100%		
20	Footing Equipment		5,500.00	5,500.00	100%				5,500.00	100%		
21	Walls Material		1,100.00	1,100.00	100%				1,100.00	100%		
22	Walls Concrete		58,512.00	58,512.00	100%				58,512.00	100%		
23	Walls Labor		83,946.00	83,946.00	100%				83,946.00	100%		
24	Wall Rental		12,479.00	12,479.00	100%				12,479.00	100%		
25	Walls Equipment		5,500.00	5,500.00	100%				5,500.00	100%		
26	Floors Material		35,820.00	35,820.00	100%				35,820.00	100%		
27	Floors Concrete		217,184.00	217,184.00	100%				217,184.00	100%		
28	Floors Labor		168,744.00	168,744.00	100%				168,744.00	100%		
29	Floors Equipment		15,840.00	15,840.00	100%				15,840.00	100%		
30	Polished Concrete		30,538.00	30,538.00	100%				30,538.00	100%		
31	PRECAST ARCHITECTURAL CONCRETE											
32	Material		505,000.00	505,000.00	100%				505,000.00	100%		
33	Erection		54,780.00	54,780.00	100%				54,780.00	100%		
34	Grouting		6,842.00	6,842.00	100%				6,842.00	100%		
35	MASONRY											
	PAGE TOTALS		\$2,662,403.00	\$2,662,403.00	100%				\$2,662,403.00	100%		
	REGULAR ITEM TOTALS		\$21,135,000.00	\$21,135,000.00	100%				\$21,135,000.00	100%		
	CHANGE ORDERS		\$281,194.61	\$281,194.61	100%				\$281,194.61	100%		
	GRAND TOTALS		\$21,416,194.61	\$21,416,194.61	100%				\$21,416,194.61	100%		

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. APPLICATION NO: 27
 CONTRACT DATE: INVOICE NO: 002525
 FROM: 7/1/2022 PROJECT NO: 54130
 TO: 9/30/2022 ARCHITECT PROJECT NO: PO#0026128

In tabulations below, amounts are stated to the nearest doll:
 Use **Column L** on Contracts where variable retainage for line

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L	
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
36	Reinforcement		59,040.00	59,040.00	100%				59,040.00	100%		
37	Area A CMU Material		365,607.00	365,607.00	100%				365,607.00	100%		
38	Area A CMU Labor & Equipment		861,756.00	861,756.00	100%				861,756.00	100%		
39	Area B CMU Material		394,411.00	394,411.00	100%				394,411.00	100%		
40	Area B Labor & Equipment		772,727.00	772,727.00	100%				772,727.00	100%		
41	Area C CMU Material		36,146.00	36,146.00	100%				36,146.00	100%		
42	Area C CMU Labor & Equipment		71,621.00	71,621.00	100%				71,621.00	100%		
43	Veneer Material		89,800.00	89,800.00	100%				89,800.00	100%		
44	Veneer Labor & Equipment		86,930.00	86,930.00	100%				86,930.00	100%		
45	Shoring / Bracing		15,000.00	15,000.00	100%				15,000.00	100%		
46	METALS											
47	STRUCTURAL STEEL/JOIST & DECK/ST											
48	Material		651,500.00	651,500.00	100%				651,500.00	100%		
49	Erection		477,540.00	477,540.00	100%				477,540.00	100%		
50	Grouting		2,460.00	2,460.00	100%				2,460.00	100%		
51	COLD FORMED METAL FRAMING											
52	Material		36,598.00	36,598.00	100%				36,598.00	100%		
53	Erection		49,518.00	49,518.00	100%				49,518.00	100%		
54	WOODS & PLASTICS											
55	ROUGH CARPENTRY											
56	Material		33,153.00	33,153.00	100%				33,153.00	100%		
57	Labor		77,542.00	77,542.00	100%				77,542.00	100%		
58	FINISH CARPENTRY											
59	Material		18,700.00	18,700.00	100%				18,700.00	100%		
60	Labor		20,256.00	20,256.00	100%				20,256.00	100%		
61	CASEWORK, COUNTERTOPS											
62	Material		437,239.00	437,239.00	100%				437,239.00	100%		
63	Labor		71,228.00	71,228.00	100%				71,228.00	100%		
64	FIBER REINFORCED LAMINATES											
65	Material		5,700.00	5,700.00	100%				5,700.00	100%		
66	Labor		1,440.00	1,440.00	100%				1,440.00	100%		
67	FIBERGLASS REINFORCED PANELING											
68	Material		100.00	100.00	100%				100.00	100%		
69	Labor		192.00	192.00	100%				192.00	100%		
70	THERMAL & MOISTURE											
	PAGE TOTALS		\$4,636,204.00	\$4,636,204.00	100%				\$4,636,204.00	100%		
	REGULAR ITEM TOTALS		\$21,135,000.00	\$21,135,000.00	100%				\$21,135,000.00	100%		
	CHANGE ORDERS		\$281,194.61	\$281,194.61	100%				\$281,194.61	100%		
	GRAND TOTALS		\$21,416,194.61	\$21,416,194.61	100%				\$21,416,194.61	100%		

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. APPLICATION NO: 27
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In tabulations below, amounts are stated to the nearest doll:
 Use **Column L** on Contracts where variable retainage for line

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L	
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
71	FIRE & SMOKE ASSEMBLY IDENTIFI											
72	Material		500.00	500.00	100%				500.00	100%		
73	Labor		3,500.00	3,500.00	100%				3,500.00	100%		
74	Fluid Applied Waterproofing/Weather		131,000.00	131,000.00	100%				131,000.00	100%		
75	Thermal Insulation		84,984.00	84,984.00	100%				84,984.00	100%		
76	NAIL BASE											
77	Material		102,284.00	102,284.00	100%				102,284.00	100%		
78	Labor		27,588.00	27,588.00	100%				27,588.00	100%		
79	METAL PANELS											
80	Material		271,000.00	271,000.00	100%				271,000.00	100%		
81	Labor		124,000.00	124,000.00	100%				124,000.00	100%		
82	ALUMINUM COMPOSITE PANELS											
83	Material		55,297.00	55,297.00	100%				55,297.00	100%		
84	Labor		32,000.00	32,000.00	100%				32,000.00	100%		
85	FIBER CEMENT COMPOSITE WALL PA											
86	Material		157,000.00	157,000.00	100%				157,000.00	100%		
87	Labor		125,000.00	125,000.00	100%				125,000.00	100%		
88	Elastomeric Membrane Roofing		400,000.00	400,000.00	100%				400,000.00	100%		
89	Roof Accessories		4,167.00	4,167.00	100%				4,167.00	100%		
90	Applied Fireproofing		11,788.00	11,788.00	100%				11,788.00	100%		
91	Firestopping		12,500.00	12,500.00	100%				12,500.00	100%		
92	Joint Sealants		73,245.00	73,245.00	100%				73,245.00	100%		
93	Expansion Joint Cover Assemblies		5,500.00	5,500.00	100%				5,500.00	100%		
94	DOORS & WINDOWS											
95	HM DOORS, FRAMES, WOOD DOORS											
96	Material		368,230.00	368,230.00	100%				368,230.00	100%		
97	Labor		78,624.00	78,624.00	100%				78,624.00	100%		
98	FRP COMPOSITE DOORS											
99	Material		50,407.00	50,407.00	100%				50,407.00	100%		
100	Labor		4,320.00	4,320.00	100%				4,320.00	100%		
101	Overhead Coiling Doors, Sectional OH		10,247.00	10,247.00	100%				10,247.00	100%		
102	Glazed Aluminum Curtain Walls, Fire		621,800.00	621,800.00	100%				621,800.00	100%		
103	FINISHES											
104	FLOOR PREP											
105	Material		1,000.00	1,000.00	100%				1,000.00	100%		
	PAGE TOTALS		\$2,755,981.00	\$2,755,981.00	100%				\$2,755,981.00	100%		
	REGULAR ITEM TOTALS		\$21,135,000.00	\$21,135,000.00	100%				\$21,135,000.00	100%		
	CHANGE ORDERS		\$281,194.61	\$281,194.61	100%				\$281,194.61	100%		
	GRAND TOTALS		\$21,416,194.61	\$21,416,194.61	100%				\$21,416,194.61	100%		

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. APPLICATION NO: 27
 CONTRACT DATE: INVOICE NO: 002525
 FROM: 7/1/2022 PROJECT NO: 54130
 TO: 9/30/2022 ARCHITECT PROJECT NO: PO#0026128

In tabulations below, amounts are stated to the nearest doll:
 Use **Column L** on Contracts where variable retainage for line

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L	
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
106	Labor		4,320.00	4,320.00	100%				4,320.00	100%		
107	NON STRUCTUAL METAL FRAMING											
108	Material		20,165.00	20,165.00	100%				20,165.00	100%		
109	Labor		91,486.00	91,486.00	100%				91,486.00	100%		
110	Shop Drawings		5,000.00	5,000.00	100%				5,000.00	100%		
111	Gypsum Board Assemblies		70,050.00	70,050.00	100%				70,050.00	100%		
112	Tiling		134,700.00	134,700.00	100%				134,700.00	100%		
113	Acoustical Ceiling, Linear Wood Plank		347,990.00	347,990.00	100%				347,990.00	100%		
114	Wood Athletic Flooring		65,650.00	65,650.00	100%				65,650.00	100%		
115	Resilient Flooring, Linoleum Flooring,		344,911.00	344,911.00	100%				344,911.00	100%		
116	Fluid Applied Flooring, Textured Conc		32,980.00	32,980.00	100%				32,980.00	100%		
117	Graphic Wall Films		2,360.00	2,360.00	100%				2,360.00	100%		
118	Painting		154,463.00	154,463.00	100%				154,463.00	100%		
119	SPECIALTIES											
120	VISUAL DISPLAY UNITS											
121	Material		34,911.00	34,911.00	100%				34,911.00	100%		
122	Labor		8,000.00	8,000.00	100%				8,000.00	100%		
123	Signage		19,422.00	19,422.00	100%				19,422.00	100%		
124	SOLID COLOR REINFORCED TOILET C											
125	Material		9,852.00	9,852.00	100%				9,852.00	100%		
126	Labor		2,496.00	2,496.00	100%				2,496.00	100%		
127	CUBICLE CURTAINS											
128	Material		2,074.00	2,074.00	100%				2,074.00	100%		
129	Labor		288.00	288.00	100%				288.00	100%		
130	TOILET ACCESSORIES											
131	Material		27,547.00	27,547.00	100%				27,547.00	100%		
132	Labor		5,472.00	5,472.00	100%				5,472.00	100%		
133	FIRE PROTECTION SPECIALTIES											
134	Material		3,651.00	3,651.00	100%				3,651.00	100%		
135	Labor		240.00	240.00	100%				240.00	100%		
136	Metal Lockers		52,805.00	52,805.00	100%				52,805.00	100%		
137	Flag Poles		2,737.00	2,737.00	100%				2,737.00	100%		
138	EQUIPMENT											
139	Retractable Stage		31,900.00	31,900.00	100%				31,900.00	100%		
140	Gymnasium Equipment		47,825.00	47,825.00	100%				47,825.00	100%		
	PAGE TOTALS		\$1,523,295.00	\$1,523,295.00	100%				\$1,523,295.00	100%		
	REGULAR ITEM TOTALS		\$21,135,000.00	\$21,135,000.00	100%				\$21,135,000.00	100%		
	CHANGE ORDERS		\$281,194.61	\$281,194.61	100%				\$281,194.61	100%		
	GRAND TOTALS		\$21,416,194.61	\$21,416,194.61	100%				\$21,416,194.61	100%		

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. APPLICATION NO: 27
 CONTRACT DATE: INVOICE NO: 002525
 FROM: 7/1/2022 PROJECT NO: 54130
 TO: 9/30/2022 ARCHITECT PROJECT NO: PO#0026128

In tabulations below, amounts are stated to the nearest doll:
 Use **Column L** on Contracts where variable retainage for line

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L	
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED TO DATE		BALANCE	RETAINAGE
								AMOUNT	COMPLETE			
141	PLAYGROUND EQUIPMENT											
142	Material		237,692.00	237,692.00	100%				237,692.00	100%		
143	Labor		48,750.00	48,750.00	100%				48,750.00	100%		
144	SENSORY EQUIPMENT											
145	Material		1,240.00	1,240.00	100%				1,240.00	100%		
146	Labor		500.00	500.00	100%				500.00	100%		
147	FURNISHINGS											
148	ART DISPLAY CABLE SYSTEM											
149	Material		2,000.00	2,000.00	100%				2,000.00	100%		
150	Labor		1,584.00	1,584.00	100%				1,584.00	100%		
151	Roller Window Shades		45,506.00	45,506.00	100%				45,506.00	100%		
152	Benches		5,000.00	5,000.00	100%				5,000.00	100%		
153	Bike Rack		2,721.00	2,721.00	100%				2,721.00	100%		
154	CONVEYING EQUIPMENT											
155	CONVEYING EQUIPMENT		77,800.00	77,800.00	100%				77,800.00	100%		
156	FIRE SUPPRESSION											
157	FIRESUPPRESSION		251,800.00	251,800.00	100%				251,800.00	100%		
158	MECHANICAL											
159	Mobilization/General Conditions		75,000.00	75,000.00	100%				75,000.00	100%		
160	Underground Plumbing		148,790.00	148,790.00	100%				148,790.00	100%		
161	Above Ground Plumbing		408,000.00	408,000.00	100%				408,000.00	100%		
162	Plumbing Fixtures		244,000.00	244,000.00	100%				244,000.00	100%		
163	Hydronic Piping		553,000.00	553,000.00	100%				553,000.00	100%		
164	Hydronic Equipment		677,500.00	677,500.00	100%				677,500.00	100%		
165	HVAC Sheetmetal		405,851.00	405,851.00	100%				405,851.00	100%		
166	HVAC Equipment		465,799.00	465,799.00	100%				465,799.00	100%		
167	Insulation		242,500.00	242,500.00	100%				242,500.00	100%		
168	Temperature Controls		282,102.00	282,102.00	100%				282,102.00	100%		
169	Temperature Controls Engineering		32,898.00	32,898.00	100%				32,898.00	100%		
170	Testing, Adjustment, Balancing		35,560.00	35,560.00	100%				35,560.00	100%		
171	INTEGRATED AUTOMATION											
172	INTEGRATED AUTOMATION		129,600.00	129,600.00	100%				129,600.00	100%		
173	ELECTRICAL											
174	General Conditions		170,260.00	170,260.00	100%				170,260.00	100%		
175	POWER											
PAGE TOTALS			\$4,545,453.00	\$4,545,453.00	100%				\$4,545,453.00	100%		
REGULAR ITEM TOTALS			\$21,135,000.00	\$21,135,000.00	100%				\$21,135,000.00	100%		
CHANGE ORDERS			\$281,194.61	\$281,194.61	100%				\$281,194.61	100%		
GRAND TOTALS			\$21,416,194.61	\$21,416,194.61	100%				\$21,416,194.61	100%		

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. APPLICATION NO: 27
 CONTRACT DATE: INVOICE NO: 002525
 FROM: 7/1/2022 PROJECT NO: 54130
 TO: 9/30/2022 ARCHITECT PROJECT NO: PO#0026128

In tabulations below, amounts are stated to the nearest doll:
 Use **Column L** on Contracts where variable retainage for line

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L	
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
176	Labor		197,000.00	197,000.00	100%				197,000.00	100%		
177	Material		124,000.00	124,000.00	100%				124,000.00	100%		
178	LIGHTING											
179	Labor		237,000.00	237,000.00	100%				237,000.00	100%		
180	Material		67,000.00	67,000.00	100%				67,000.00	100%		
181	SYSTEM PATHWAYS											
182	Labor		150,000.00	150,000.00	100%				150,000.00	100%		
183	Material		48,000.00	48,000.00	100%				48,000.00	100%		
184	SITE											
185	Labor		42,000.00	42,000.00	100%				42,000.00	100%		
186	Material		15,000.00	15,000.00	100%				15,000.00	100%		
187	Gear Lot		141,361.00	141,361.00	100%				141,361.00	100%		
188	Lighting Lot		362,491.00	362,491.00	100%				362,491.00	100%		
189	TELECOMMUNICATIONS											
190	Telecommunications		482,115.00	482,115.00	100%				482,115.00	100%		
191	ELECTRONIC SAFETY & SECURITY											
192	Electronic Safety & Security		154,273.00	154,273.00	100%				154,273.00	100%		
193	EARTHWORK											
194	Mobilization		30,000.00	30,000.00	100%				30,000.00	100%		
195	Layout & Staking		15,700.00	15,700.00	100%				15,700.00	100%		
196	Jersey Barriers		7,000.00	7,000.00	100%				7,000.00	100%		
197	Erosion Control		24,475.00	24,475.00	100%				24,475.00	100%		
198	Site Clearing		82,400.00	82,400.00	100%				82,400.00	100%		
199	Construction Entry & Laydown Area		26,818.00	26,818.00	100%				26,818.00	100%		
200	Topsoil Stripping		28,133.00	28,133.00	100%				28,133.00	100%		
201	Mass Excavation		151,465.00	151,465.00	100%				151,465.00	100%		
202	Sidewalk & Paving Rock		138,860.00	138,860.00	100%				138,860.00	100%		
203	Footing Excavation & Backfill		200,556.00	200,556.00	100%				200,556.00	100%		
204	Building Pad Rock		60,000.00	60,000.00	100%				60,000.00	100%		
205	Finish Grading & Excess Export		53,340.00	53,340.00	100%				53,340.00	100%		
206	Ball Field Lime		5,000.00	5,000.00	100%				5,000.00	100%		
207	EXTERIOR IMPROVEMENTS											
208	Temporary Asphalt Paving		18,216.00	18,216.00	100%				18,216.00	100%		
209	Concrete Paving		499,130.00	499,130.00	100%				499,130.00	100%		
210	Painted Pavement Markings		9,486.00	9,486.00	100%				9,486.00	100%		
	PAGE TOTALS		\$3,370,819.00	\$3,370,819.00	100%				\$3,370,819.00	100%		
	REGULAR ITEM TOTALS		\$21,135,000.00	\$21,135,000.00	100%				\$21,135,000.00	100%		
	CHANGE ORDERS		\$281,194.61	\$281,194.61	100%				\$281,194.61	100%		
	GRAND TOTALS		\$21,416,194.61	\$21,416,194.61	100%				\$21,416,194.61	100%		

MODIFIED AIA G703 - CONTINUATION SHEET FOR G702

AIA Document G702, **APPLICATION AND CERTIFICATE FOR PAYMENT**, containing
 Contractor's signed Certification is attached. APPLICATION NO: 27
 CONTRACT DATE: INVOICE NO: 002525
 FROM: 7/1/2022 PROJECT NO: 54130
 TO: 9/30/2022 ARCHITECT PROJECT NO: PO#0026128

In tabulations below, amounts are stated to the nearest doll:
 Use **Column L** on Contracts where variable retainage for line

A ITEM NO	B DESCRIPTION OF WORK	C BILLING CODES	D	E		G			J		L	
			SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND STORED TO DATE		BALANCE TO FINISH	
			AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	AMOUNT	COMPLETE	BALANCE	RETAINAGE
211	Synthetic Grass Surface / Playground		158,200.00	158,200.00	100%				158,200.00	100%		
212	Chain Link Fences and Gates		15,995.00	15,995.00	100%				15,995.00	100%		
213	Welded Wire Fences and Gates		66,860.00	66,860.00	100%				66,860.00	100%		
214	Seeding		48,500.00	48,500.00	100%				48,500.00	100%		
215	Plants		65,000.00	65,000.00	100%				65,000.00	100%		
216	UTILITIES											
217	Mobilization		17,000.00	17,000.00	100%				17,000.00	100%		
218	Water Service		55,200.00	55,200.00	100%				55,200.00	100%		
219	Storm Sewer		291,483.00	291,483.00	100%				291,483.00	100%		
220	Subdrainage		18,750.00	18,750.00	100%				18,750.00	100%		
221	Sanitary Sewer		38,945.00	38,945.00	100%				38,945.00	100%		
222	Geo Lines		30,004.00	30,004.00	100%				30,004.00	100%		
223	Site Utility Demo		72,055.00	72,055.00	100%				72,055.00	100%		
224	Temporary Utilities		35,020.00	35,020.00	100%				35,020.00	100%		
225	Submersible Well Pump and Appurten		727,833.00	727,833.00	100%				727,833.00	100%		
226												
227												
228												
229												
230												
231												
232												
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240												
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242												
243												
244												
245												
PAGE TOTALS			\$1,640,845.00	\$1,640,845.00	100%				\$1,640,845.00	100%		
REGULAR ITEM TOTALS			\$21,135,000.00	\$21,135,000.00	100%				\$21,135,000.00	100%		
CHANGE ORDERS			\$281,194.61	\$281,194.61	100%				\$281,194.61	100%		
GRAND TOTALS			\$21,416,194.61	\$21,416,194.61	100%				\$21,416,194.61	100%		

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NO:

Contractor's signed Certification is attached.

CONTRACT DATE:

INVOICE NO:

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

FROM:

7/1/2022

PROJECT NO:

Use Column L on Contracts where variable retainage for line items may a

TO:

9/30/2022

ARCHITECT PROJECT NO:

A ITEM NO	B DESCRIPTION OF WORK	C CHANGE ORDER NUMBER	D BILLING CODES	E	F	G	H			I	J	K		L	M		N
				SCHEDULED VALUE	PREVIOUS APPLICATION		COMPLETED THIS MONTH			TOTAL COMPLETE AND TO DATE	BALANCE TO FINISH	STORED TO DATE		BALANCE	RETAINAGE		
					AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS			PERCENT COMPLETE	AMOUNT			COMPLETE	
1	CHANGE ORDERS																
2	Conflict Between drain tile and storm	CO 1 COR 001		685.98	685.98	100%						685.98	100%				
3	Per ITC 006	CO 1 COR 004		(490.65)	(490.65)	100%						(490.65)	100%				
4	Per ITC 002	CO 1 COR 007		1,878.59	1,878.59	100%						1,878.59	100%				
5	Elevator Shaft	CO 1 COR 008		431.83	431.83	100%						431.83	100%				
6	Per ITC 004	CO 2 COR 002		965.33	965.33	100%						965.33	100%				
7	Per ITC 007	CO 2 COR 003		625.68	625.68	100%						625.68	100%				
8	Per ITC 009	CO 2 COR 005		217.17	217.17	100%						217.17	100%				
9	Per ITC 001	CO 2 COR 010		73,797.10	73,797.10	100%						73,797.10	100%				
10	Per ITC 016	CO 2 COR 012		306.29	306.29	100%						306.29	100%				
11	Per ITC 015	Change Order 3 CO		5,536.76	5,536.76	100%						5,536.76	100%				
12	ITC 020	Change Order 003		(1,838.00)	(1,838.00)	100%						(1,838.00)	100%				
13	Per RFI 042 Door Closer	Change Order 003		373.63	373.63	100%						373.63	100%				
14	Per ITC 018	COR 016 CO 4		828.01	828.01	100%						828.01	100%				
15	Per ITC 024	COR 018 CO 4		456.25	456.25	100%						456.25	100%				
16	Added Mullion	COR 19 CO 4		778.67	778.67	100%						778.67	100%				
17	Per ITC 019	Change Order 5 CO		1,022.73	1,022.73	100%						1,022.73	100%				
18	RFI 047 Response	Change Order 6 CO		1,574.37	1,574.37	100%						1,574.37	100%				
19	Per ITC 013: Bubbler Valve	Change Order 6 CO		559.33	559.33	100%						559.33	100%				
20	Change Order Request 0019	Change Order 6 CO		929.63	929.63	100%						929.63	100%				
21	ITC 022	Change Order 7 CO		10,385.22	10,385.22	100%						10,385.22	100%				
22	ITC 026	Change Order 7 CO		579.15	579.15	100%						579.15	100%				
23	Taft Baseball Fields	Change Order 7 CO		24,161.76	24,161.76	100%						24,161.76	100%				
24	Per RFI 062 Delete Hat Channel	Change Order 8 CO		(26,000.00)	(26,000.00)	100%						(26,000.00)	100%				
25	Per ITC 025 Heater Change	Change Order 8 CO		625.25	625.25	100%						625.25	100%				
26	ITC 033 Window Film	Change Order 8 CO		(760.00)	(760.00)	100%						(760.00)	100%				
27	CO 9 PER ITC	CO 9		134,225.80	134,225.80	100%						134,225.80	100%				
28	CO 10 Gym trusses-pipe jacketing	COR 41-42		9,085.18	9,085.18	100%						9,085.18	100%				
29	CO 011 Per ITC 046	COR		1,955.49	1,955.49	100%						1,955.49	100%				
30	CO12-COR45 Per ITC 053	012-COR45		1,510.46	1,510.46	100%						1,510.46	100%				
31	CO 12- COR 44 Per ITC 049	012-COR44		5,546.67	5,546.67	100%						5,546.67	100%				
32	CO 13 for COR46 36inch Pipe and Po	COR 46		3,437.24	3,437.24	100%						3,437.24	100%				
33	CO 13 Per ITC 055	COR 47		175.93	175.93	100%						175.93	100%				
34	CO 13 Per ITC 054	COR 48		18,725.65	18,725.65	100%						18,725.65	100%				
35	CO 13 Per ITC 052	COR 49		(1,031.16)	(1,031.16)	100%						(1,031.16)	100%				
PAGE TOTALS				\$271,261.34	\$271,261.34	100%						\$271,261.34	100%				
CHANGE ORDER TOTAL				\$281,194.61	\$281,194.61	100%						\$281,194.61	100%				
REGULAR ITEMS TOTALS				\$21,135,000.00	\$21,135,000.00	100%						\$21,135,000.00	100%				
GRAND TOTALS				\$21,416,194.61	\$21,416,194.61	100%						\$21,416,194.61	100%				

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

CONTRACT DATE: 1/1/0001
 FROM: 7/1/2022
 TO: 9/30/2022

APPLICATION NO:

INVOICE NO:

PROJECT NO:

ARCHITECT PROJECT NO:

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

Use Column L on Contracts where variable retainage for line items may a

A ITEM NO	B DESCRIPTION OF WORK	C CHANGE ORDER NUMBER	D BILLING CODES	E			F			G			H			I			J			K		L		M		N	
				SCHEDULED VALUE			PREVIOUS APPLICATION			COMPLETED THIS MONTH			TOTAL COMPLETE AND TO DATE			BALANCE TO FINISH													
				AMOUNT	AMOUNT	PERCENT COMPLETE	WORK IN PLACE	STORED MATERIALS	PERCENT COMPLETE	STORED TO DATE		BALANCE	RETAINAGE																
36	CO 13 Additional Ceiling	COR 50		293.38	293.38	100%															293.38	100%							
37	CO 14 Change order request 51-55	COR 51-55		5,216.03	5,216.03	100%															5,216.03	100%							
38	COR 56 Grease interceptor	CO 15		4,423.86	4,423.86	100%															4,423.86	100%							
39																													
40																													
41																													
42																													
43																													
44																													
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PAGE TOTALS					\$9,933.27	\$9,933.27	100%															\$9,933.27	100%						
CHANGE ORDER TOTAL					\$281,194.61	\$281,194.61	100%															\$281,194.61	100%						
REGULAR ITEMS TOTALS					\$21,135,000.00	\$21,135,000.00	100%															\$21,135,000.00	100%						
GRAND TOTALS					\$21,416,194.61	\$21,416,194.61	100%															\$21,416,194.61	100%						

CONSENT AGENDA

BA-23-170 **Approval – Franklin Middle School - Window & Door Replacement Project - Change Order #1 (Chris Gates)**

Exhibit: BA-23-170.1-2

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for this project with a contract amount of \$1,759,000, and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).
2. Garling Construction is requesting a Change Order deducting the amount of \$75,084.89, for a new contract amount of \$1,683,915.11.
 - COR #001 results from an error or omission on the plans and specs requiring tempered glass.
 - COR #002 results from an unforeseen condition requiring brake metal hemmed edges.
 - COR #003R results from an unforeseen condition requiring additional brake metal in lieu of plaster fix.
 - COR #004R results from an owner's request for poplar trim in lieu of plaster fix.
 - COR #005 results from an unforeseen condition requiring an old section concrete strip remodel.
 - COR #006 results from an unforeseen condition requiring additional plaster repair.
 - COR #007 results from an owner's request for a deduction for lintel repair.
 - COR #008 results from an owner's request for a deduction for masonry repair.
 - COR #009 results from an owner's request for a deduction for wood blocking.
 - COR #010 results from an unforeseen condition requiring interior door trim.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Garling Construction for the Franklin Middle School Window & Door Replacement Project.



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2022-23 Window and Door Replacement - Franklin Middle School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: January 25, 2022	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: October 26, 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> Garling Construction 1120 11th Street Belle Plaine, Iowa 52208

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 #	Description	Reason	Amount
#001	Tempered Glass	Improved Safety	\$3,201.22
#002	Brake Metal Hemmed Edge	Variance from Con Docs	\$5,530.35
#003	Additional Brake Mtl. In lieu of plaster fix	Unforeseen	\$0.00
#003R	Additional Brake Mtl. In lieu of plaster fix	Unforeseen	\$17,190.20
#004	Poplar Trim in lieu of plaster fix	Variance from Con Docs	\$0.00
#004R	Poplar Trim in lieu of plaster fix	Variance from Con Docs	\$58,226.23
#005	Old Section Concrete Strip remodel	Unforeseen	\$16,027.00
#006	Added Plaster Repair	Unforeseen	\$9,601.90
#007	Lintel Repair	Work Not Needed	-\$6,550.49
#008	Masonry Repair	Work Not Needed	- \$175,000.00
#009	Wood Blocking	Work Not Needed	-\$8,800.00
#010	Door Interior Trim	Unforeseen	\$5,488.70
		TOTAL	-\$75,084.89

The original Contract Sum was	\$ 1,759,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,759,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 75,084.89
The new Contract Sum including this Change Order will be	\$ 1,683,915.11

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 5, 2022

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

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

Solum Lang Architects, LLC
ARCHITECT (Firm name)


SIGNATURE

Brad Lang, Partner + Architect

PRINTED NAME AND TITLE

10.26.2022
DATE

Garling Construction
CONTRACTOR (Firm name)


SIGNATURE

Troy Pins

PRINTED NAME AND TITLE

10-27-22
DATE

Cedar Rapids Community School District
OWNER (Firm name)

SIGNATURE

David Tomisky, Board President

PRINTED NAME AND TITLE

DATE

CONSENT AGENDA

BA-23-171 Tabulation - Micro Lift Bus - 2022-2023 School Year (Carissa Jenkins/Scott Wing)

Action Item

Pertinent Fact(s):

1. CRCSD is in need of micro lift buses with wheelchair accessibility to support special services 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: Blue Bird All AM Lift Bus #1207
3. Special Services funds are available in the FY 2022-2023 for: One Micro Lift Bus.
4. The purchase is identified as an unexpected circumstance 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 2023 Micro Lift Bus for sale by School Bus Sales, a Sourcewell Cooperative distributor. 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 - Micro Lift Bus from School Bus Sales for the 2022-2023 School Year.

CONSENT AGENDA

BA-23-172 Tabulation - Google Chrome Management Licenses (Craig Barnum/Jeff Lucas)

Exhibit: BA-23-172.1

Action Item

Pertinent Facts

A Chrome Management license is required for all devices. The license provides the ability to manage the device inside the Google console and apply policy to each device for application deployment, login restrictions, and other administrative tasks per device. The purchase is for an additional 1,000 licenses.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Google Chrome Management Licenses and Award the Contract to CDW-Government, LLC.

Bid Tabulation- Google Chrome Management Licenses

		<u>Vendors providing bids (as requested)</u>		
		Journey Ed	Staples	CDWG
Chrome OS Management Licenses	Qty	1,000	1,000	1,000
	Cost per	\$30.71	\$30.96	\$30.50
Total Cost		\$30,710.00	\$30,960.00	\$30,500.00

The request for quotes were sent to multiple vendors and these were the responses to those requests

CONSENT AGENDA

**BA-23-173 Work Agreement for the Interim Superintendent of Schools - 2022-2023 School Year
(President)**

Exhibit: Confidential Item

Action Item Roll Call

Pertinent Fact(s)

The Board of Education will consider approval of the proposed Interim Superintendent's Work Agreement.

Recommendation:

It is recommended that the Board of Education approve the Work Agreement for the Interim Superintendent of Schools for the 2022-2023 School Year.

CONSENT AGENDA

BA-23-174 Agreement – Cedar Rapids Community School District and Rick Nolan - Cash Rent Farm Lease (Jon Galbraith)

Exhibit: BA-23-174.1-4

Action Item

Pertinent Fact(s):

The updated annual Farm Cash Rent Lease, originally drafted by legal counsel, is between CRCSD and Rick Nolan that provides for a continuation of an existing Agreement to farm 34.3 acres of District owned land adjacent to Morgan Creek Park. In light of the lower cash rents according to the ISU Cash Rental Rates for Iowa 2022 Survey the cash rent per acre is recommended to be increased from \$243/acre to \$265/acre.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Rick Nolan - Cash Rent Farm Lease.

Iowa Cash Rent Farm Lease (Short Form) for 2022

Owner (s): Cedar Rapids Community School District
 Operator (s): Rick Nolan

1. Legal Description:

The SW 1/4 NW 1/4 of Section 22-83-8, Linn County, Iowa excepting therefrom the West 16 rods of the North 10 rods, excepting the Public Highway and three acres M/L, legally described as follows:

PLAT OF SURVEY # 1891 PARCEL IS PART OF THE SW1/4 NW1/4 OF SECTION 22, TOWNSHIP-83-NORTH, RANGE-8-WEST OF THE 5TH P.M., CEDAR RAPIDS, LINN COUNTY, IOWA FURTHER DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHEAST CORNER SW1/4 NW1/4 OF SAID SECTION 22:
 THENCE S00°55'28"E ALONG THE EAST LINE SW1/4 NW1/4 OF SAID SECTION 22, 580.01 FEET;
 THENCE S89°22'09"W. 225 FEET;
 THENCE N00°55'28"W, 580.01 FEET TO THE NORTH LINE OF THE SW1/4 NW1/4 OF SAID SECTION 22;
 THENCE N89°22'09"E ALONG SAID NORTH LINE, 225.00 FEET TO THE POINT OF BEGINNING CONTAINING 3.0 ACRES (130.502 SQ.FT.) MORE OR LESS.
 SUBJECT TO EXISTING EASEMENTS AND RESTRICTIONS OF RECORD.

2. Term of Lease: Beginning March 1st, 2023, and ending the last day of February 2024, but subject to modification as per Section 18 of this Lease.

3. There are 34.3 contract acres available according to county FSA records, but subject to modification as per Section 18 of this Lease.

The following housing, buildings and storage structures located on the Real Estate may be used by the Operator for the following purposes:

Structure	Purpose
N/A	N/A

In the event of damage or destruction of buildings or structures listed above the Owner will have the option to replace them or provide their functional equivalent operator for the purpose described above within a reasonable period of time, or make adjustments to the terms of this lease in lieu of replacement.

4. **Cash Rent:** Operator agrees to pay the Owner cash rent for the use of part or all of the Real Estate as follows:

Description	Amount
Cropland	34.3 acres @ \$265.00 = \$9,089.50
Cropland	_____ acres @ \$ _____ \$
Established hay land	_____ acres @ \$ _____ \$
Pasture	_____ acres @ \$ _____ \$
Buildings and storage structures, housing	\$
Total annual rent	\$9,089.50

The cash rent shall be due and payable as follows:

Due Date 3/1/23 Amount \$4,544.75
Due Date 9/1/23 Amount \$4,544.75

5. **USDA Commodity Program Payments:** Payments shall be paid to the Operator unless otherwise agreed on with the Farm Service Agency.
6. **Recreational Use:** Use of the real estate is not allowed for hunting or other recreational purposes without consent of the Owner.
7. **Division of Expense:** All crop production expenses are the responsibility of the Operator. Cost of lime and application will be treated as follows: Operator expense.
8. **Expenses:** No expense shall be incurred by the Operator for or on account of the Owner without first obtaining written permission from the Owner. The Operator agrees to take no actions that might cause a mechanic's or other lien to be imposed upon the Real Estate and agrees to indemnify the Owner if actions are taken by the Operator that result in such a lien being imposed.
9. **Repair and Maintenance:** Buildings and Fences for minor repairs: Owner will furnish all materials and Operator will provide the labor at no charge. New Fence: Owner to furnish all materials and one-half of the cost of labor. Operator to provide one-half of the labor and all of the equipment to construct fence. Owner will pay 100% of the cost to clear fence row when necessary.
10. **Operator's Duties:** Operator agrees to operate the farm in an efficient and steward-like manner, control weeds and brush in the fields, fence rows, road ditches, provide proper maintenance to control erosion and maintain waterways and tiles, and building lots and all other areas of the farm where access is possible. Operator agrees, on termination of the lease, to yield prompt possession of the farm to the Owner.
11. **Owner's Duties:** Owner shall provide Operator with quiet enjoyment of the property subject to the terms and conditions of this lease.

12. **Compensation:** Operator shall have the right to take away from the farm any movable buildings and fixtures which he/she has replaced upon the farm at his/her own expense. Such moving must be done within 60 days after termination of the lease. The Operator must leave the premises from which such improvements are removed in as good condition as they were before said removal or compensate the Owner for damages. Each party shall present to the other all such claims for compensation in writing at the termination of the lease. The Operator shall receive compensation from the Owner for the undepreciated value for the **following items** upon termination of the lease provided that the value and date of completion are documented.

Item a. N/A **Item b.** _____ **Item c.** _____ **Item d.** _____

13. **Transfer of Interest:** The Operator agrees not to lease or sublet any part of the Real Estate nor assign this lease to any other person, nor sublease any or all of the property described herein without prior written permission of the Owner. This lease shall be binding upon the heirs, assignees, or successors in interest of both parties. If the Owner should sell or otherwise transfer title to the Real Estate, the Owner will do so subject to the provisions of this lease.

14. **Changes in Lease Terms:** The conduct, representation, or statement of either party, by act or omission shall not be construed as a material alteration of this lease until such provision is reduced to writing and executed by both parties as an addendum to this Lease.

15. **Right of Entry:** The Owner reserves the right to enter the premise at any time for any reason. Upon notice of the lease termination, the Operator agrees to permit the Owner or the Owner's lessee or agent to enter the premise to do customary tillage and operations on any land from which the current crops have been harvested.

16. **Violation of Terms:** If the Operator fails to keep any agreement contained in this lease, the lease shall then terminate, and the Owner or legal representative shall have the right to take immediate possession of the premises.

17. **Land Stewardship:** In the spirit of promoting improved land stewardship, the Operator and Owner reserve the right to reach mutual agreement on additional soil conservation practices not currently practiced such as annual no-till farming for all crops and/or planting cover crops. The Owner will reduce per acre lease cost in the amount mutually agreeable to the Operator to promote land stewardship improvements.

18. **Other Provisions:** The property is subject to development by Owner. Should development activities occur during the term of this Lease, Operator agrees to cooperate with Owner in such activities. However, should such activities cause damage to Operator's crops, Owner shall reasonably compensate Operator.

19. **No Other Lease.** This Lease supersedes and supplants any other lease between the parties for this same property.

In Witness whereof, we agree to the terms and conditions of this lease and we affix our signatures this ____ day of _____, 2022



Rick Nolan
Operator

7073 21st Avenue
P.O. Box 40
Van Horne, Iowa 52346
Telephone: 319-350-3105

Cedar Rapids Community School District

By: _____
Board President

By: _____
Board Secretary

2500 Edgewood Rd. NW
Cedar Rapids, Iowa 52405
Telephone: 319-558-2000

CONSENT AGENDA

BA-23-175 Agreements - Cedar Rapids Community School District and Iowa State University - Extension & Outreach Linn County - 2022-2023 School Year (Jennifer Hook)

Exhibit: BA-23-175.1-9

Action Item

Pertinent Fact(s):

1. Iowa State University Extension and Outreach Linn County will provide nutrition education in fourteen elementary buildings with funding from the Iowa Nutrition Network School Grant Program (INNSGP) administered through the Iowa Department of Public Health in the amount of \$84,439.00.
2. CRCSD will provide necessary space, coordination, and fiscal oversight of the program to support Iowa Core 21st Century Health Literacy Standards at the Elementary level through the Pick A Better Snack (PABS) Program.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community School District and Iowa State University Extension and Outreach Linn County for the 2022-2023 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND IOWA STATE UNIVERSITY EXTENSION AND OUTREACH - LINN COUNTY
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **21st** day of **September 2022**, by and between the Cedar Rapids Community School District (the "District") and **Iowa State University Extension and Outreach - Linn County (ISUEO)**. The parties agree as follows:

1. PURPOSE

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

2. TERM

The term of this Agreement shall be from **October 1, 2022** to **September 30, 2023**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

ISUEO agrees to the following:

- A. Provide services at Garfield Elementary, Grant Elementary, Grant Wood Elementary, Harrison Elementary, Hoover Elementary, Johnson STEAM Academy, Kenwood Leadership Academy, Cedar River Academy at Taylor, Van Buren Elementary, Cleveland Elementary, Arthur Elementary, Hiawatha Elementary, Nixon Elementary and Wright Elementary per Appendix A, Scope of Services.**

Prior written approval of a District Administrator is required to provide services in buildings other than those identified in the Agreement.

- B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Appendix B, Outcome Measures.**
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.**
- D. ISUEO will adhere to facility use policies to ensure safety of students, visitors, staff, and property per Cedar Rapids Community School District Board of Education Policies 805 Community Use of Facilities and supporting Regulations, Policy 803 Tobacco/Nicotine-Free School Environment and supporting Regulation 604.10 Substance Use, and Policy 1007 Conduct on School Property.**

For any activities occurring outside of the regular school day, **ISUEO** will provide an onsite emergency point of contact to the building engineer.

- E. Reimburse the District for any costs as identified by the District, for services beyond those identified as standard services within this Agreement.
- F. **ISUEO** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **ISUEO**. The employees of the **ISUEO** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.
- G. **ISUEO** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **ISUEO** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- H. **ISUEO** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.
- I. **ISUEO** will adhere to the District media relations policy to promote positive cooperative relationships that provide information within the scope of each party's responsibility and knowledge per Cedar Rapids Community School District Board of Education Policy 1001.2 and 1001.2a Media Guidelines; 1001.6 Release and Use of Student Photography and Videos; 1002.2 Visitors to District.
- J. Submit monthly invoices and supporting documentation including detailed expenditures electronically based on services provided (See APPENDIX A).

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **ISUEO** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- B. Execute a separate Data Sharing Agreement to collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.
- C. Communication access through email, school van mail, hard copy information distribution, website, virtual backpack and other events.

- D. Assistance with promoting program registration.
- E. Access to CRCSD Graphics and Print Shop services. *Note: ISUEO will be invoiced for all printing services provided.*
- F. Facilitate tri-annual meetings (October, January, April) to review data, identify and address trends, and coordinate direction and alignment between CRCSD goals and agency practices.
- G. Disperse funding up to the total amount of **\$84,439** as follows: Monthly invoices with supporting documentation will be sent to Cedar Rapids Community School District Attn: Heidi Whitney, Secretary of Culture Climate Transformation and Stephanie Neff, Wellness and Community Partnerships Supervisor by the 10th of each month and will be paid within 30 days of receipt.

4. INSURANCE AND INDEMNIFICATION

- A. During the duration of this Agreement, **ISUEO** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Governmental Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.

d) **Non-Denial of Coverage**

The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.

e) **No Other Change in Policy**

The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:

Combined Single Limit for Bodily Injury and Property Damage \$1,000,000 per accident

- Please list the Cedar Rapids Community School District as an Additional Insured
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. Workers Compensation and Employer’s Liability

Workers’ Compensation	State Statutory Limits
Employer’s Liability – Bodily Injury By Accident	\$100,000 each accident
Employer’s Liability – Bodily Injury by Disease	\$500,000 policy limit
Employer’s Liability – Bodily Injury by Disease	\$100,000 each employee

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. Umbrella Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. Professional Liability:

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

B. The District will indemnify and hold harmless **ISUEO** 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. **ISUEO** 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, **ISUEO** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. **ISUEO** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **ISUEO** may involve the presence of the **ISUEO** employees or volunteers upon the real property of the schools of the District.
- B. The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **ISUEO** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.
- C. **ISUEO** hereby certifies that no one who is an owner, operator or manager of **ISUEO** has been convicted of a sex offense against a minor. **ISUEO** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services

to the District in accordance with the prohibitions set forth above.

- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that they have read this entire document. that they understand its terms, and that they have signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

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

8. TERMINATION

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:
 - a. Failure to make substantial and timely progress toward performance of the Agreement.
 - b. Failure of the party's work product and services to conform with any specifications noted herein.
 - c. Any other breach of the terms of this agreement.
- B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:
 - a. Immediately terminate the Agreement without additional written notice; or
 - b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.
- C. In either event, the non-defaulting party may seek damages including reasonable attorneys' fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

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

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

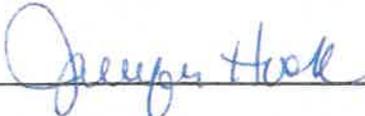
Jennifer Hook

Food & Nutrition Director
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-1157
jhook@crschools.us

Hailee Sandberg

County Director
383 Collins Rd NE Suite 201
Iowa State University Extension and
Outreach – Linn County
Cedar Rapids, IA 52402
319-377-9839
hailees@iastate.edu

Cedar Rapids Community School District

By: 

Date: 9/21/2022

Iowa State University Extension and Outreach - Linn County

By: 

Date: 10-20-2022

**APPENDIX A
SCOPE OF SERVICES**

- **ISUEO** will provide Farm-to-School activities as outlined in the FY23 Iowa Nutrition Network School Grant Program (INNSGP) proposal including the following:
 - Direct and provide oversight of FoodCorps members who work collaboratively with building staff to support gardens, implement cafeteria taste tests, and integrate nutrition education into the curriculum at Grant Wood, Kenwood, Wright, Garfield, Harrison, and Cleveland
 - Provide monthly Pick A Better Snack lessons in K-2 classrooms
 - Coordinate with the Fresh Fruit and Vegetable Program
 - Promote the Summer Food Service Program
 - Implement parent engagement strategies
 - Support integration of garden education in the curriculum
 - Offer nutrition education out of school time (i.e. after school/early release)

IOWA NUTRITION NETWORK SCHOOL GRANT PROGRAM

- Iowa Department of Public Health or its duly authorized representative will have access, for the purpose of audit and examination, any document papers, time sheets, and records of the ISUEO pertinent to the activities of the INNSGP. These will be submitted to CRCSD with monthly invoices.
- Any activities related to the INNSGP will meet provisions in the contract between CRCSD and Iowa Department of Public Health, which was approved by the Board of Education on 8/23/2021, or in subsequent amendments.
- Expenses for the INNSGP will only be accepted for the time period October 1, 2022 through September 30, 2023 based on the following budget:

Expense	Description	Cost
Nutrition Coordinator	20 hours/week at \$21/hour	\$22,948
Nutrition Educator 1	8 hours/week @17.50/hour	\$5,793
Nutrition Educator 2	10 hours/week at \$15/hour	\$7,924
FoodCorps Service Members	3 at \$7,500 each	\$17,500
Travel and Supplies	Travel @ 0.50/mile, educational materials, cooler bags, books, tasting foods.	\$19,688
PSE Farm to School & Play Your Way	Food Corps Salary \$2500, Supplies, educational materials, seeds, soil, physical activity, equipment \$3500	\$6,000
Indirect	Seven percent	\$4,586
	TOTAL	\$84,439

**APPENDIX B
OUTCOME MEASURES**

The following outputs/outcomes reported on the following schedule:

INNSGP Semi-Annual Report and Performance Measure Documentation: Submitted electronically to CRCSD for review a minimum of 14 days prior to the due date listed in IowaGrants.gov (typically due June 30).

INNSGP Final Report and Performance Measures Documentation: Submitted electronically to CRCSD for review a minimum of 14 days prior to the due date listed in IowaGrants.gov.

PEARS report completed by the deadline as stated by IDPH.

CONSENT AGENDA

BA-23-176 Approval – New Elementary at the Jackson (Maple Grove) Elementary School Site Project - Change Order #9 (Jon Galbraith)

Exhibit: BA-23-176.1

Action Item

Pertinent Fact(s):

1. Rinderknecht Associates, Inc., is the contractor for this project with a contract amount of \$20,802,178.44 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 \$39,917.88, for a new contract amount of \$20,842,096.32.
 - COR 036 results from an unforeseen condition requiring controls revisions.
 - COR 037 results from an owner's request for elevator use for construction.
 - COR 038 results from an unforeseen condition requiring phase II core outs.

Recommendation:

It is recommended that the Board of Education approve Change Order #9 to Rinderknecht Associates, Inc., for the New Elementary at the Jackson 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: 009 Date: November 4, 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 036 Controls Revisions	\$4,023.00
COR 037 Elevator Use for Construction	\$4,204.88
COR 038 Phase II Core Outs	\$31,690.00
Total:	\$39,917.88

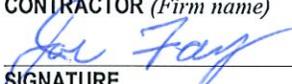
The original Contract Sum was	\$	<u>19,973,000.00</u>
The net change by previously authorized Change Orders	\$	<u>829,178.44</u>
The Contract Sum prior to this Change Order was	\$	<u>20,802,178.44</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>39,917.88</u>
The new Contract Sum including this Change Order will be	\$	<u>20,842,096.32</u>

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.

<u>OPN Architects</u> ARCHITECT <i>(Firm name)</i>	<u>Rinderknecht Associates</u> CONTRACTOR <i>(Firm name)</i>	<u>Cedar Rapids Community School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Chad Schumacher</u> PRINTED NAME AND TITLE	<u>Joe Fay</u> PRINTED NAME AND TITLE	<u>Laurel Day - Board Secretary</u> PRINTED NAME AND TITLE
<u>11/4/2022</u> DATE	<u>11-4-22</u> DATE	 DATE

CONSENT AGENDA

BA-23-177 **Approval – New Elementary School at the Jackson (Maple Grove) Elementary School Site Project – Release of Partial Retainage (Jon Galbraith)**

Exhibit: BA-23-177.1-5

Action Item

Pertinent Fact(s):

Rinderknecht Associates, Inc. is the contractor for the project with a contract amount of \$20,802,178.44, and the source of funding is the Secure an Advanced Vision for Education Fund (SAVE). Rinderknecht Associates, Inc. is requesting a release of retainage in the amount \$938,108.92. The value of work remaining on the project is \$40,000. The retainage still being withheld to cover the work is \$100,000.

Recommendation:

It is recommended that the Board of Education approve the Release of Partial Retainage to Rinderknecht Associates, Inc for the New Elementary School at Jackson (Maple Grove) Elementary School Site Project.

APPLICATION AND CERTIFICATE FOR PAYMENT

BA-23-177.1-5

PAGE ONE OF 5 PAGES

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

PROJECT: New Elementary at the Jackson Site
CRCSO PO # 27159
1300 38th Street NW
Cedar Rapids IA 52405

APPLICATION NUMBER: 004-20
PERIOD TO: 9/30/2022

PROJECT NOS.: 20220000

CONTRACT DATE: 02/23/21

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT: OPN Architects
200 5th Avenue SE Suite 201
Cedar Rapids IA 52401



Rinderknecht Associates, Inc.
1000 29th Avenue SW
Cedar Rapids, IA 52404-3411

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	19,973,000.00
2. Net Change By Change Orders.....	829,178.44
3. CONTRACT SUM TO DATE (Line 1 +2).....	20,802,178.44
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on attached)	20,762,178.44
5. RETAINAGE:	
a. 0.5% of Completed Work (Columns D & E on attached)	100,000.00
b. 0% of Stored Material (Column F on attached)	-
Total Retainage (Line 5a + 5b or Total in Column I on attached)	100,000.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	20,662,178.44
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	19,724,069.52
8. CURRENT PAYMENT DUE	938,108.92
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	140,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	837,450.99	(8,272.55)
Total Approved this Month	-	-
TOTALS	837,450.99	(8,272.55)
NET CHANGES by Change Order		829,178.44

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

BY: *Robert A. Jeffrey*

DATE: 10/20/22

State of: Iowa
County of: Linn
Subscribed and sworn before me this, 20-Oct-22

Notary Public:

Christine Tharp



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 938,108.92

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

ARCHITECT:

By: *[Signature]* Date: 10.24.2022

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

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

Application No.: 004-20
Period To: 9/30/22
Date: 10/20/22
Project No.: 20220000
CRCSO PO: 27159

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (not in D or E)	G Total Completed and Stored To Date (D+E+F)	H %	I Balance To Finish (C - G)	J Retainage
			From Previous Application (D + E)	This Period					
1	General Conditions	568,204.00	568,204.00			568,204.00	100%		2,736.73
2	Permits, Bond & Submittal Exchange	208,704.00	208,704.00			208,704.00	100%		1,005.21
3	Sitework	1,260,113.00	1,260,113.00			1,260,113.00	100%		6,069.27
4	Grade Staking/Surveying	22,677.00	22,677.00			22,677.00	100%		109.22
5	Erosion Control & SWPPP Mgmt.	42,903.00	42,903.00			42,903.00	100%		206.64
6	Deep Foundations	133,625.00	133,625.00			133,625.00	100%		643.60
7	Concrete Paving & Walks	480,080.00	480,080.00			480,080.00	100%		2,312.28
8	Asphalt Paving & Walks	100,665.00	100,665.00			100,665.00	100%		484.85
9	Parking Lot Striping	10,995.00	10,995.00			10,995.00	100%		52.96
10	Seeding & Sodding	32,630.00	32,630.00			32,630.00	100%		157.16
11	Plantings	53,565.00	53,565.00			53,565.00	100%		257.99
12	Retaining Walls	130,125.00	130,125.00			130,125.00	100%		626.74
13	Fencing & Trash Enclosure	52,153.00	52,153.00			52,153.00	100%		251.19
14	Concrete Foundations	504,464.00	504,464.00			504,464.00	100%		2,429.73
15	Slab On Grade & SOMD	522,461.00	522,461.00			522,461.00	100%		2,516.41
16	Precast Concrete	344,433.00	344,433.00			344,433.00	100%		1,658.94
17	Masonry	2,190,700.00	2,190,700.00			2,190,700.00	100%		10,551.40
18	Purchase Steel	821,860.00	821,860.00			821,860.00	100%		3,958.45
19	Erect Steel & Precast	456,255.00	456,255.00			456,255.00	100%		2,197.53
20	Rough Carpentry	116,935.00	116,935.00			116,935.00	100%		563.21
21	Finish Carpentry	739,566.00	739,566.00			739,566.00	100%		3,562.08
22	Weather Barrier/Waterproofing	41,700.00	41,700.00			41,700.00	100%		200.85
23	Fireproofing	11,234.00	11,234.00			11,234.00	100%		54.11
24	Roofing - EPDM	442,525.00	442,525.00			442,525.00	100%		2,131.40
25	Metal Wall Panels	402,450.00	402,450.00			402,450.00	100%		1,938.38
26	Caulking	69,585.00	69,585.00			69,585.00	100%		335.15
27	Doors & Hardware	440,266.00	440,266.00			440,266.00	100%		2,120.52
28	Coiling Doors	74,571.00	74,571.00			74,571.00	100%		359.17
29	Aluminum - Glass & Glazing	597,165.00	597,165.00			597,165.00	100%		2,876.22
30	Drywall / Metal Studs	262,390.00	262,390.00			262,390.00	100%		1,263.79
31	Flooring	398,871.00	398,871.00			398,871.00	100%		1,921.14

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

Application No.: 004-20
Period To: 9/30/22
Date: 10/20/22
Project No.: 20220000
CRCSD PO: 27159

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed and Stored To Date (D+E+F)	% (G / C)		
32	Tile Flooring	102,620.00	102,620.00			102,620.00	100%		494.26
33	Epoxy Flooring	30,063.00	30,063.00			30,063.00	100%		144.80
34	Polished Concrete	27,224.00	27,224.00			27,224.00	100%		131.12
35	Wood Athletic Flooring	77,110.00	77,110.00			77,110.00	100%		371.40
36	Acoustical Ceilings	376,600.00	376,600.00			376,600.00	100%		1,813.88
37	Painting	194,750.00	194,750.00			194,750.00	100%		938.00
38	Chalk & Tack Boards	47,553.00	47,553.00			47,553.00	100%		229.04
39	Toilet Partitions	37,026.00	37,026.00			37,026.00	100%		178.33
40	Flagpoles	7,273.00	7,273.00			7,273.00	100%		35.03
41	Signage	14,051.00	14,051.00			14,051.00	100%		67.68
42	Lockers	23,550.00	23,550.00			23,550.00	100%		113.43
43	Toilet Accessories	35,092.00	35,092.00			35,092.00	100%		169.02
44	Retractable Stage	31,409.00	31,409.00			31,409.00	100%		151.28
45	Athletic Equipment	58,982.00	58,982.00			58,982.00	100%		284.08
46	Window Treatments	49,409.00	49,409.00			49,409.00	100%		237.98
47	Elevators	80,459.00	80,459.00			80,459.00	100%		387.53
48	Fire Sprinklers	228,425.00	228,425.00			228,425.00	100%		1,100.20
49	Building Integration Allowance	111,800.00	71,800.00			71,800.00	64%	40,000.00	345.82
50	Plumbing /HVAC:								
51	Johnson Controls HVAC Labor	139,050.00	139,050.00			139,050.00	100%		669.73
52	Johnson Controls HVAC Materials	185,950.00	185,950.00			185,950.00	100%		895.62
53	QCI Thermal Insulation Plumbing Labor	40,000.00	40,000.00			40,000.00	100%		192.66
54	QCI Thermal Insulation Plumbing Materials	42,000.00	42,000.00			42,000.00	100%		202.29
55	QCI Thermal Insulation HVAC Labor	96,045.00	96,045.00			96,045.00	100%		462.60
56	QCI Thermal Insulation HVAC Materials	97,350.00	97,350.00			97,350.00	100%		468.88
57	Systems Management TAB	45,650.00	45,650.00			45,650.00	100%		219.87
58	Systems Mgmt TAB Balancing of Plumbing								
59	Systems Mgmt TAB Balancing of HVAC								
60	Walco Sheet Metal General Requirements	17,000.00	17,000.00			17,000.00	100%		81.88
61	Walco Sheet Metal HVAC Labor	300,000.00	300,000.00			300,000.00	100%		1,444.94
62	Walco Sheet Metal HVAC Materials	256,750.00	256,750.00			256,750.00	100%		1,236.62

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

Application No.: 004-20

Period To: 9/30/22

Date: 10/20/22

Project No.: 20220000

CRCSD PO: 27159

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed and Stored To Date (D+E+F)	% (G / C)		
63	Walco Sheet Metal HVAC Equipment	285,000.00	285,000.00			285,000.00	100%		1,372.69
64	Day Mechanical Procurement	73,195.00	73,195.00			73,195.00	100%		352.54
65	Day Mechanical General Requirements	186,000.00	186,000.00			186,000.00	100%		895.86
66	Day Mechanical Plumbing Labor	518,500.00	518,500.00			518,500.00	100%		2,497.33
67	Day Mechanical Plumbing Materials	142,100.00	142,100.00			142,100.00	100%		684.42
68	Day Mechanical Plumbing Fixtures/Equip.	176,500.00	176,500.00			176,500.00	100%		850.10
69	Day Mechanical HVAC Labor	425,400.00	425,400.00			425,400.00	100%		2,048.92
70	Day Mechanical HVAC Materials	99,300.00	99,300.00			99,300.00	100%		478.27
71	Day Mechanical HVAC Equipment	615,200.00	615,200.00			615,200.00	100%		2,963.08
72	Well Construction	770,244.00	770,244.00			770,244.00	100%		3,709.84
73	Electrical : Hawkeye Electric								
74	Permit /Temp Power/ Mobilization	16,000.00	16,000.00			16,000.00	100%		77.06
75	Equipment Rental	19,570.00	19,570.00			19,570.00	100%		94.26
76	Elect Dist Gear - Materials	141,591.00	141,591.00			141,591.00	100%		681.97
77	Elect Dist Gear - Labor	89,080.00	89,080.00			89,080.00	100%		429.05
78	Lighting & Controls - Materials	325,563.00	325,563.00			325,563.00	100%		1,568.06
79	Lighting & Controls - Labor	204,340.00	204,340.00			204,340.00	100%		984.19
80	Site Electrical - Materials	13,472.00	13,472.00			13,472.00	100%		64.89
81	Site Electrical - Labor	45,288.00	45,288.00			45,288.00	100%		218.13
82	General - Materials	261,463.00	261,463.00			261,463.00	100%		1,259.32
83	General - Labor	443,899.00	443,899.00			443,899.00	100%		2,138.02
84	Fire Alarm - Materials	58,893.00	58,893.00			58,893.00	100%		283.66
85	Fire Alarm - Labor	48,052.00	48,052.00			48,052.00	100%		231.44
86	AV Materials	347,662.00	347,662.00			347,662.00	100%		1,674.50
87	AV Labor	82,904.00	82,904.00			82,904.00	100%		399.30
88	Data Materials	131,383.00	131,383.00			131,383.00	100%		632.80
89	Data Labor	104,104.00	104,104.00			104,104.00	100%		501.41
90	Security & Access Control - Material	36,741.00	36,741.00			36,741.00	100%		176.96
91	Security & Access Control - Labor	24,495.00	24,495.00			24,495.00	100%		117.98
92	Change Order Number 001	11,642.25	11,642.25			11,642.25	100%		56.07
93	Change Order Number 002	77,608.71	77,608.71			77,608.71	100%		373.80

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification, is attached.

Application No.: 004-20
Period To: 9/30/22
Date: 10/20/22
Project No.: 20220000
CRCSD PO: 27159

A Item No.	B Description of Work	C Scheduled Value	D		F Materials Presently Stored (not in D or E)	G		H Balance To Finish (C - G)	I Retainage
			Work Completed			Total Completed and Stored To Date (D+E+F)	% (G / C)		
			From Previous Application (D + E)	This Period					
94	Change Order Number 003	(8,272.55)	(8,272.55)			(8,272.55)	100%		(39.84)
95	Change Order Number 004	311,930.08	311,930.08			311,930.08	100%		1,502.40
96	Change Order Number 005	225,407.98	225,407.98			225,407.98	100%		1,085.67
97	Change Order Number 006	4,964.83	4,964.83			4,964.83	100%		23.91
98	Change Order Number 007	178,211.58	178,211.58			178,211.58	100%		858.35
99	Change Order Number 008	27,685.56	27,685.56			27,685.56	100%		133.30
100									
101									
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121									
122									
123									
		20,802,178.44	20,762,178.44	-	-	20,762,178.44	100%	40,000.00	100,000.00

CONSENT AGENDA

BA-23-178 **Final Approval – Kennedy High School – Roof Improvement Project - Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-23-178.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$288,496 and the funding was provided by the Physical Plant and Equipment Levy Fund (PEEL). The project was substantially completed on October 12, 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 – Kennedy High School - Roof Improvement Project.



AIA Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> CRCSO 2022-23 Roof Improvements - Kennedy High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: December 14, 2021	CERTIFICATE INFORMATION: Certificate Number: 01 Date: October 11, 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> Black Hawk Roof Company, Inc. 619 E 19th Street Cedar Falls, Iowa 50613

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

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

Project Area

Solum Lang Architects, LLC		Darci Lorensen, Associate + Architect	August 5, 2022
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

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

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

WORK TO BE COMPLETED OR CORRECTED

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

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

See attached Punch List

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$2,500.00

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

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

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

Black Hawk Roof Company, Inc.		Mike Kerker	10/11/22
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
Cedar Rapids Community School District		Laurel Day, Board Secretary	
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

TO (OWNER): Cedar Rapids CSD
Attention: Accounting Dept
PO Box 879
Cedar Rapids, IA 52406-0879

PROJECT: Kennedy High School Roof

APPLICATION NO: 6
PERIOD TO: 9/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Black Hawk Roof Co., Inc
619 E. 19th St
Cedar Falls, IA 50613

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: PO# 22013567

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	288,946.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	288,946.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	288,946.00
5. RETAINAGE:		
a. 0.00% of Completed Work	\$	0.00
b. 0.00% of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	288,946.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	274,498.70
8. CURRENT PAYMENT DUE	\$	14,447.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

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

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

CONTRACTOR: Black Hawk Roof Co., Inc
619 E. 19th St Cedar Falls, IA 50613

By: [Signature] Date: 9/22/22

State of: IA

County of: Black Hawk

Subscribed and Sworn to before me this 22 Day of Sept 2022

Notary Public: [Signature]

My Commission Expires: 2/11/24



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 14,447.30

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

ARCHITECT: Solum Lang Architects
By: [Signature] Date: 11/4/2022

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

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): Cedar Rapids CSD
Attention: Accounting Dept
PO Box 879
Cedar Rapids, IA 52406-0879

PROJECT: Kennedy High School Roof

APPLICATION NO: 6
PERIOD TO: 9/30/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Black Hawk Roof Co., Inc
619 E. 19th St
Cedar Falls, IA 50613

VIA (ARCHITECT):

**ARCHITECT'S
PROJECT NO:** PO# 22013567

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
PO# 22013567									
1	General Requirement	14,450.00	14,450.00	0.00	0.00	14,450.00	100.00	0.00	0.00
Roofing									
2	Labor	89,481.00	89,481.00	0.00	0.00	89,481.00	100.00	0.00	0.00
3	Material	167,015.00	167,015.00	0.00	0.00	167,015.00	100.00	0.00	0.00
Sheet Metal									
4	Labor	7,200.00	7,200.00	0.00	0.00	7,200.00	100.00	0.00	0.00
5	Material	10,800.00	10,800.00	0.00	0.00	10,800.00	100.00	0.00	0.00
REPORT TOTALS		\$288,946.00	\$288,946.00	\$0.00	\$0.00	\$288,946.00	100.00	\$0.00	\$0.00

CONSENT AGENDA

**BA-23-179 Final Approval - McKinley Middle School - Tuckpointing Project -
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-23-179.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$171,454 and the funding was provided by the Physical Plant and Equipment Levy Fund (PEEL). The project was substantially completed on October 12, 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 - McKinley Middle School - Tuckpointing Project.

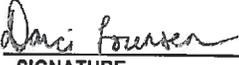
AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> CRCSO 2022-23 Masonry Repairs - McKinley Middle School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: March 29, 2022	CERTIFICATE INFORMATION: Certificate Number: 01 Date: October 11, 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> Bi-State Masonry, Inc. 3511 8th Street Rock Island, Illinois 61201

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

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

Solum Lang Architects, LLC ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Darci Lorensen, Associate + Architect PRINTED NAME AND TITLE	August 11, 2022 DATE OF SUBSTANTIAL COMPLETION
--	---	---	--

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
See attached Punch List, performed August 8, 2022.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within (10) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$5,000.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

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

Bi-State Masonry, Inc. CONTRACTOR <i>(Firm Name)</i>	 SIGNATURE	Chris Belser PRINTED NAME AND TITLE	10/12/2022 DATE
Cedar Rapids Community School District OWNER <i>(Firm Name)</i>	 SIGNATURE	Laurel Day, Board Secretary PRINTED NAME AND TITLE	 DATE

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/CMa

CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF TWO PAGES

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

PROJECT:
Masonry Repairs
McKinley Middle School
Cedar Rapids Schools

APPLICATION NO: Pay App #3
BSM INV. NO: 5356
PERIOD TO: 8/31/2022
PROJECT NO: 21030-D
BSM PROJECT NO: 22051
CONTRACT DATE: 3/29/2022
CRCSO PO#: 22018602

Distribution to:
 OWNER
 CONSTRUCTION
MANAGER
 ARCHITECT
 CONTRACTOR

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

VIA CONSTRUCTION MANAGER:

CONTRACT FOR: Masonry Repairs

VIA ARCHITECT: Solum Lang Architects, 1101 Old Marion Road NE, Cedar Rapids, Iowa 52402

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	171,454.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	171,454.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	171,454.00
5. RETAINAGE:		
a. 0% of Completed Work (Column D + E on G703)	\$	0.00
b. of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	171,454.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	162,881.30
8. CURRENT PAYMENT DUE	\$	8,572.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

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

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

CONTRACTOR: Bi-State Masonry, Inc.

By: Chris Belser Date: 8/26/2022

State of: Illinois County of: Rock Island
Subscribed and sworn to before me this 26 day of August 2022
Notary Public: Brittany N Belser
My Commission expires: March 9, 2026

BRITTANY N BELSER

Official Seal

Notary Public - State of Illinois

My Commission Expires Mar 9, 2026

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 8,572.70

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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: Darci Founser Date: 11/4/2022

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

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

APPLICATION NO: Pay App #3

APPLICATION DATE: 8/26/2022

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

CRCSD PO#: 22018602

PERIOD TO: 8/31/2022

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

PROJECT NO: 21030-D

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	Mobilization	\$8,309.00	\$8,309.00	\$0.00		\$8,309.00	100%	\$0.00	\$0.00
2	Tuckpointing	\$103,200.00	\$103,200.00	\$0.00		\$103,200.00	100%	\$0.00	\$0.00
3	Brick Replacement	\$5,000.00	\$5,000.00	\$0.00		\$5,000.00	100%	\$0.00	\$0.00
4	Clean / Water Repellent	\$18,400.00	\$18,400.00	\$0.00		\$18,400.00	100%	\$0.00	\$0.00
5	Terra Cotta TP / Caulking	\$17,000.00	\$17,000.00	\$0.00		\$17,000.00	100%	\$0.00	\$0.00
6	Control Joint	\$1,620.00	\$1,620.00	\$0.00		\$1,620.00	100%	\$0.00	\$0.00
7	Lintel Replacement	\$6,250.00	\$6,250.00	\$0.00		\$6,250.00	100%	\$0.00	\$0.00
8	Brick Staining / Painting	\$3,675.00	\$3,675.00	\$0.00		\$3,675.00	100%	\$0.00	\$0.00
9	Lifts / Equipment	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100%	\$0.00	\$0.00
GRAND TOTALS		\$171,454.00	\$171,454.00	\$0.00	\$0.00	\$171,454.00	100%	\$0.00	\$0.00

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

CONSENT AGENDA

BA-23-180 Preliminary Approval - Truman Early Childhood Center - Fire Alarm Replacement Project (Chris Gates)

Exhibit: BA-23-180.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District - Truman Early Childhood Center - Fire Alarm Replacement Project.
2. Schedule leading to award of contract:

Notice to Bidders	Publish	November 16, 2022
Receive Bids	2:30pm	December 1, 2022
Notice of Public Hearing	Publish	December 7, 2022
Hold Public Hearing		December 12, 2022
Award Contract		December 12, 2022
3. The project consists of the removal and replacement of the fire alarm system at Truman Early Childhood Center. The Architect's estimate for construction is \$125,000 and the funding source for the project is Physical Plant and Equipment Levy Fund (PPEL).

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the Truman Early Childhood Center - Fire Alarm Replacement Project.

November 8, 2022

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

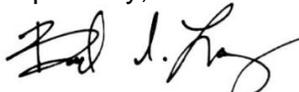
RE: Probable Cost of CRCSD 2023-24 Fire Alarm Upgrades – Truman Elementary School

Dear Chris:

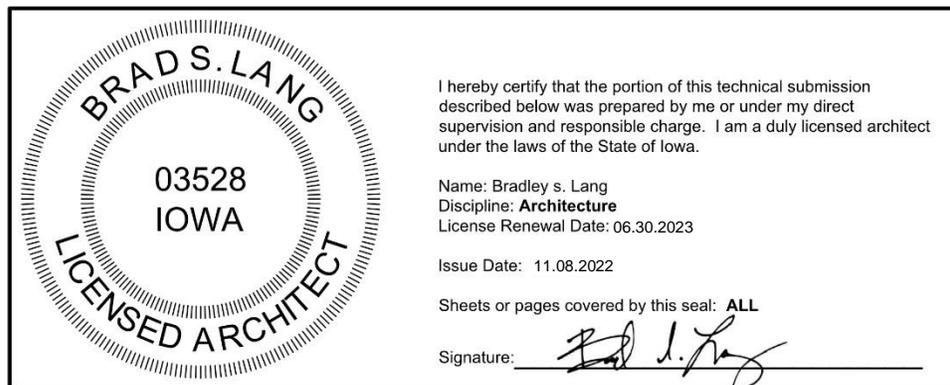
In accordance with Iowa Code 38.3(2), the total probable cost of labor, materials, equipment, and supplies (excluding architectural & engineering design and construction services) for the above-mentioned project is as follows:

Total Estimated Cost of Construction: \$125,000.00

Respectfully,



Bradley s. Lang, AIA
Solum Lang Architects



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

CONSENT AGENDA

**BA-23-181 Preliminary Approval - Taft Middle School - Roof Replacement Project
(Chris Gates)**

Exhibit: BA-23-181.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District - Taft Middle School - Roof Replacement Project.
2. Schedule leading to award of contract:

Notice to Bidders	Publish	November 16, 2022
Receive Bids	2:30pm	December 1, 2022
Notice of Public Hearing	Publish	December 7, 2022
Hold Public Hearing		December 12, 2022
Award Contract		December 12, 2022
3. The project consists of a partial roof replacement at Taft Middle School. The Architect's estimate for construction is \$1,100,000 and the funding source for the project is Physical Plant and Equipment Levy Fund (PPEL).

Recommendation:

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

November 8, 2022

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

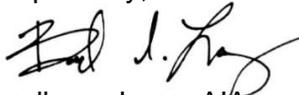
RE: Probable Cost of CRCSD 2023-24 Roof Improvements – Taft Middle School

Dear Chris:

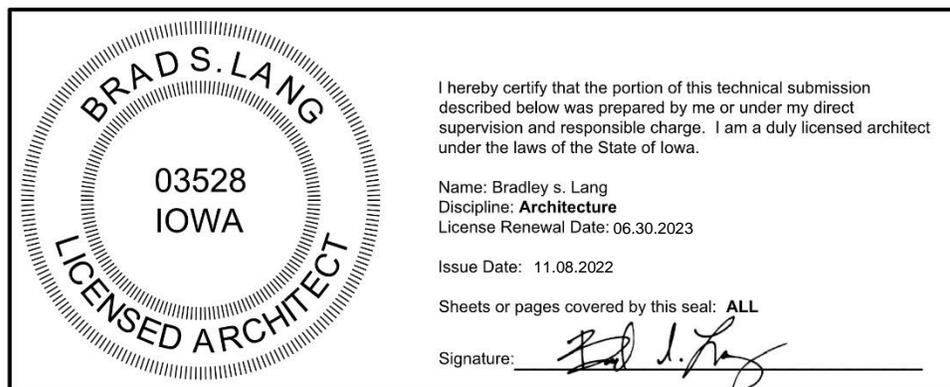
In accordance with Iowa Code 38.3(2), the total probable cost of labor, materials, equipment, and supplies (excluding architectural & engineering design and construction services) for the above-mentioned project is as follows:

Total Estimated Cost of Construction: \$1,100,000.00

Respectfully,



Bradley s. Lang, AIA
Solum Lang Architects



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

CONSENT AGENDA

**BA-23-182 Final Approval – Roosevelt Middle School – Tuckpointing Project -
Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-23-182.1-3

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$199,500, plus net change orders totalling \$64,855, for a final contract price of \$264,355 and the funding was provided by the Physical Plant and Equipment Levy Fund (PEEL). The project was substantially completed on November 8, 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 - Roosevelt Middle School – Tuckpointing Project.



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> CRCSD 2022-23 Masonry Repairs - Roosevelt Middle School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: March 29, 2022	CERTIFICATE INFORMATION: Certificate Number: 01 Date: October 11, 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> TNT Tuckpointing & Building Restoration, LLC 202 Iowa Street Stockton, Iowa 52769

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

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

Project Area

Solum Lang Architects,
LLC
ARCHITECT *(Firm Name)*


SIGNATURE

Darci Lorensen,
Associate + Architect
PRINTED NAME AND TITLE

August 5, 2012
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

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

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

WORK TO BE COMPLETED OR CORRECTED

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

See attached Punch List, performed August 5, 2022

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within (10) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$500.00

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

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

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

TNT Tuckpointing &
Building Restoration, LLC
CONTRACTOR *(Firm Name)*


SIGNATURE

Josh Smyser, Owner
PRINTED NAME AND TITLE

11/8/2022
DATE

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

SIGNATURE

Laurel Day, Board
Secretary
PRINTED NAME AND TITLE

DATE

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User Notes:

(3B9ADA48)

AIA Document G702 - 1992

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT: CRCSD - Roosevelt Middle School 2022
300 13th St. NW
Cedar Rapids IA 52405

DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

FROM
CONTRACTOR: TNT Tuckpointing
202 Iowa Street
PO Box 396
Stockton IA 52769

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

APPLICATION NO: Retainage Pay Application
PERIOD TO: 09/01/2022
CONTRACT DATE:
PROJECT NOS:

CONTRACT FOR: Retainage Pay Application

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1. ORIGINAL CONTRACT SUM..... \$199,500.00
- 2. NET CHANGES IN THE WORK..... \$64,855.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$264,355.00
- 4. TOTAL COMPLETED AND STORED TO DATE: (Column G on G703) \$264,355.00
- 5. RETAINAGE:
 - a. 0.00 % of Completed Work
(Column D+E on G703)
 - b. 0.00 % of Stored Material
(Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I on G703) \$0.00
- 6. TOTAL EARNED LESS RETAINAGE..... \$264,355.00
(Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$251,137.25
(Line 6 From Prior Certificate)
- 8. CURRENT PAYMENT DUE..... \$13,217.75
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) \$0.00

SUMMARY OF CHANGE IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	64,855.00	
Total approved this month including Construction Change Directives		
TOTALS		
NET CHANGES IN THE WORK	64,855.00	

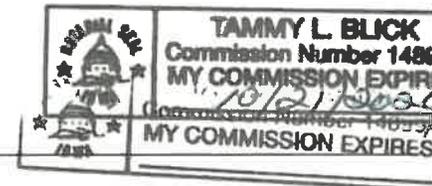
The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were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

CONTRACTOR: TNT Tuckpointing

By: Meg Date: Sept. 2, 2022

State of: Iowa
County of: Scott
Subscribed and sworn to before me this 2nd day of September, 2022

Notary Public: Tammy L. Bliuk
My commission expires: 10/21/2024



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$ 13,217.75

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

Solum Lang Architects
ARCHITECT:

By: Darci Fournier Date: 11/4/22

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

AIA Document G703 - 1992

CONTINUATION SHEET

AIA Document, G702-1992, Application and Certification for Payment, or G736-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are in US dollars nearest dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Retainage Pay Application
APPLICATION DATE: 09/01/2022
PERIOD TO: 09/01/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE
1	Performance and Payment Bond	5,800.00	5,800.00			5,800.00	100		
2	Mobilization	29,925.00	29,925.00			29,925.00	100		
3	Tuckpointing	87,216.00	87,216.00			87,216.00	100		
4	Brick Replacement	7,000.00	7,000.00			7,000.00	100		
5	Lintel Replacement	19,950.00	19,950.00			19,950.00	100		
6	Masonry Cleaning	8,115.00	8,115.00			8,115.00	100		
7	Caulking Replacement	15,821.00	15,821.00			15,821.00	100		
8	Water Repellant Application	12,173.00	12,173.00			12,173.00	100		
9	Masonry Staining	8,000.00	8,000.00			8,000.00	100		
10	Lintel Repainting	5,500.00	5,500.00			5,500.00	100		
11	Change Order #1 - Lintels and Brick	60,025.00	60,025.00			60,025.00	100		
12	Change Order #2 - Terra Cotta Patchin	4,830.00	4,830.00			4,830.00	100		
13									
14									
	Totals:	264,355.00	264,355.00			264,355.00			

CONSENT AGENDA

BA-23-183 Preliminary Approval - Franklin, McKinley , Roosevelt Middle Schools and Washington High School - Heat Pump Replacement Projects (Tammy Carter)

Exhibit: BA-23-183.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District - Franklin, McKinley, Roosevelt Middle Schools, and Washington High School - Heat Pump Replacement Projects.

2. Schedule leading to award of contract:

Notice to Bidders	Publish	November 16, 2022
Receive Bids	2:30pm	December 1, 2022
Notice of Public Hearing	Publish	December 7, 2022
Hold Public Hearing		December 12, 2022
Award Contract		December 12, 2022

3. This project consists of auditorium heat pump replacements at Franklin, McKinley, Roosevelt Middle Schools, and Washington High School. The Architect's estimate for construction is \$1,800,000 and the funding source for the project is Physical Plant and Equipment Levy Fund (PEEL).

Recommendation:

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



November 8, 2022

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

RE: Probable Cost of CRCSD 2023-24 Heat Pump Replacements - Franklin,
McKinley, Roosevelt Middle & Washington High Schools

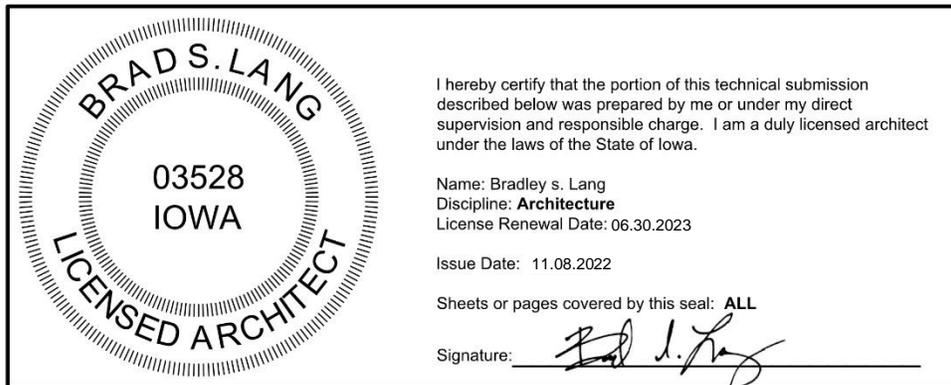
Dear Chris:

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

Total Estimated Cost of Construction: \$1,800,000.00

Respectfully,

Bradley s. Lang, AIA
Solum Lang Architects



Copy: Tammy Carter, CRCSD

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

CONSENT AGENDA

**BA-23-184 Tabulation - Interactive Health Monitors - 2022-2024 School Years
(Lonna Anderson/Carissa Jenkins)**

Exhibit: BA-23-184.1

Action Item

Pertinent Fact(s):

1. Interactive Health Monitors (IHMs) are used in middle and high school levels in conjunction with PE/Health curriculum. At present, there are approximately 460 devices used to support student learning.
2. Current IHMs are singularly compatible with Windows and no longer work after the transition to Google/Chrome. In conjunction with the Technology Department, an alternate equipment spec has been identified as the solution to meet this curriculum need.
3. Three quotes were received and Gopher Sport provides a warranty and guarantee that is above the other vendors.

Recommendation:

It is recommended that the Board of Education approve the Tabulation - Interactive Health Monitors for the 2022-2024 School Years and award the bid to Gopher Sport.

Tabulation for Interactive Health Monitors	
Gopher Sport	\$30,183.18
School Health	\$30,268.04
Polar	\$31,049.55

CONSENT AGENDA

BA-23-185 Agreement - Cedar Rapids Community School District and Four Oaks - Family & Children's Services - Bertram Program - Title 1 Service - 2022-2023 School Year (Nicole Kooiker/Lonna Anderson)

Exhibit: BA-23-185.1-2

Action Item

Pertinent Fact(s):

The Agreement provides Title I instructional support with a CRCSD teacher to operate the Title I, Part D, Subpart 2 instructional program at Four Oaks & Children Services - Bertram Program.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Four Oaks - Family & Children's Services - Bertram Program - Title I, Part D, Subpart 2 for the 2022-2023 School Year.

PURCHASE OF SERVICE AGREEMENT
Cedar Rapids Community School District
Four Oaks Family and Children's Services
2022-2023

Whereas, the CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT, hereinafter referred to as DISTRICT, and Four Oaks Family and Children's Services, hereinafter referred to as Four Oaks Family and Children's Services, a delinquent youth facility, agree to coordinate and support a PL 107-110 Title I, Part D, Subpart 2 program within the delinquent facility.

PURSUANT to Chapter 28E, CODE OF IOWA, permitting a local school district to enter into cooperative agreements with other public agencies,

NOW THEREFORE IT IS UNDERSTOOD AS FOLLOWS:

1. The purpose of the Agreement shall be to define instructional services from Four Oaks Family and Children's Services in order to operate the Title I, Part D, Subpart 2 instructional programming described in #6 and #7 below at Four Oaks Family and Children's Services.
2. The term of this Agreement shall be for the 2022-2023 school year (Fiscal Year July 1, 2022 – June 30, 2023).
3. The DISTRICT will act as the fiscal agent and program monitor of the Title I program identified below.
4. The DISTRICT shall evaluate the program, and where the number of students is sufficient, disaggregating data on participation by gender, race, ethnicity, and age, to determine the program's impact on the ability of participants –
 - To maintain and improve educational achievement;
 - To accrue school credits that meet State requirements for grade promotion and secondary school graduation;
 - To make the transition to a regular program or other education program operated by a local educational agency;
 - To complete secondary school (or secondary school equivalency requirements) and obtain employment after leaving the correctional facility or institution for neglected children and youth; and
 - As appropriate, to participate in post-secondary education and job training programs.

The result of this evaluation shall be used to plan and improve subsequent programs for participating children and youth.
5. The DISTRICT agrees to:
 - Provide a certified teacher (1.0FTE) for the general education classroom whose primary duties will be to provide Title I services as well as general education classroom support;
 - Use the Title I allocation from the Iowa Department of Education to off-set the costs of the certified teacher providing Title I services. The Title I allocation is EIGHTY-NINE THOUSAND FIVE HUNDRED FOURTEEN DOLLARS (\$89,514.00).
 - The District shall subsidize, with general district funding, the remaining payroll costs for the general education teacher. To the extent permitted by law, indemnify, defend, and hold harmless Four Oaks Family and Children's Services and its officers, employees, directors, representatives, and agents, for any and all claims, damages, losses, expenses, court costs, and reasonable attorneys' fees arising as a result of the negligent or willful acts or omissions of the DISTRICT or its employees.
 - Maintain general liability insurance in an amount as shall be reasonably determined to be sufficient by the DISTRICT.
6. Four Oaks Family and Children's Services agrees to provides assurances and documentation, upon request, that the Title I, Part D, Subpart 2 funds are being used in one or more the following ways:
 - For programs that serve children and youth returning to local schools from correctional facilities, to assist in the transition of such children and youth to the school environment and help them remain in school in order to complete their education;
 - For dropout prevention programs which serve at-risk children and youth, including pregnant and parenting teens, children and youth you have come in contact with the juvenile justice system, children and youth at least one year behind in expected grade level, migrant youth, immigrant youth, students with limited English proficiency, and gang members;

BOARD GOVERNANCE

BA-23-186 Federal Census Data and District Directors (Laurel Day)

Exhibit: BA-23-186.1-2

Information Item

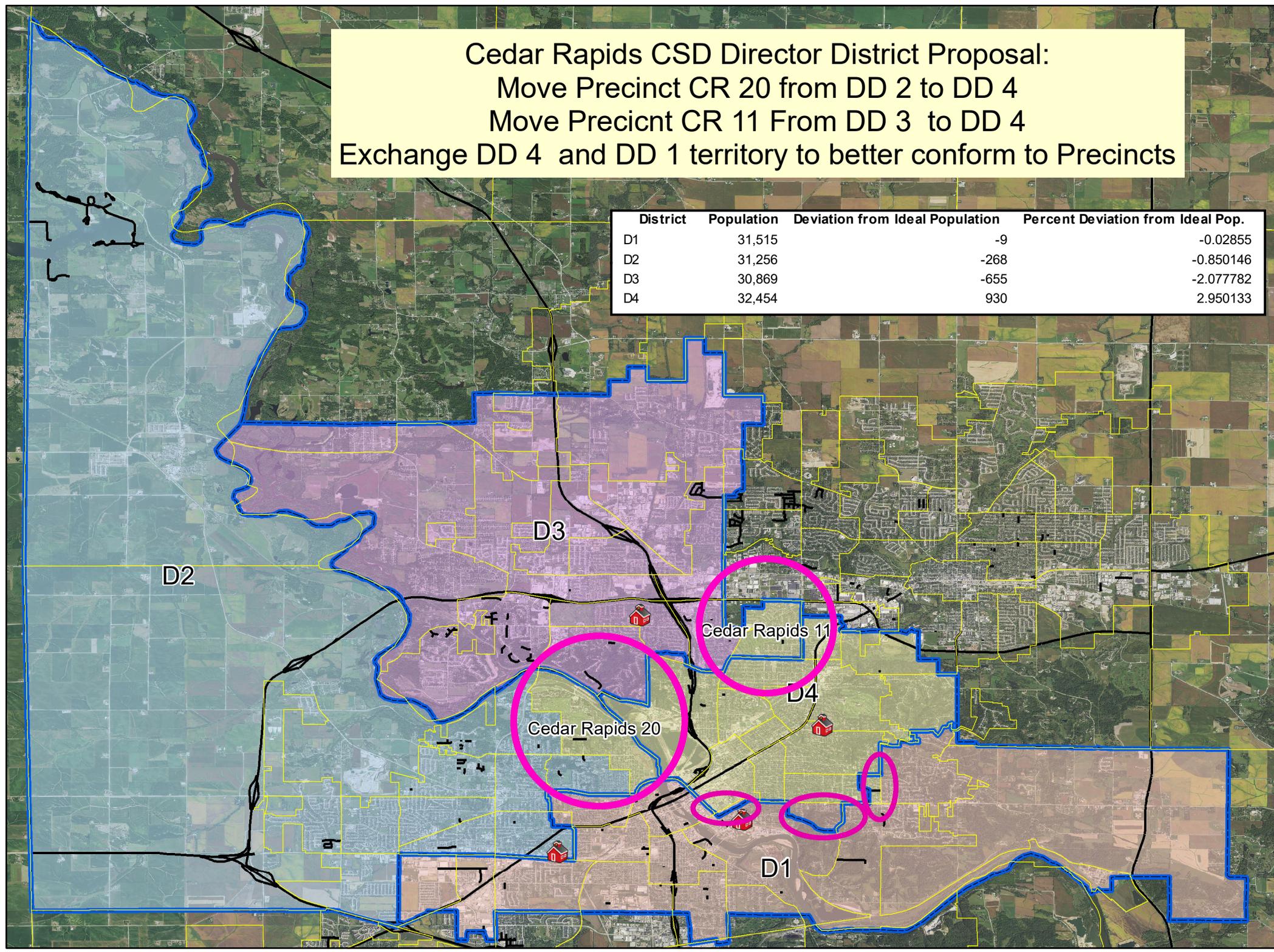
Pertinent Fact(s):

1. Following each federal decennial census, school boards divided into director districts must comply with Iowa Code Section 275.23A and review the District boundaries to determine whether current boundaries comply with existing laws. According to Iowa Code, school boards must review said law to determine whether changes to district director boundaries are necessary.
2. CRCSD contracted with Mapping Strategies to conduct the analysis of the new population numbers and review director district maps using the requirements provided in Iowa Code. Mapping Strategies used the 2020 Census population to determine whether CRCSD director districts conformed to state law, adjusted director district boundaries where necessary to comply with Iowa Code, and will prepare and file the Director District Worksheet required by the Iowa Secretary of State's Office by May 15, 2023.
3. Requirements include director districts must follow Census geography and use decennial Census population, must be nearly equal as practicable to the ideal population (total district population divided by number of director districts = ideal population), must follow precinct boundaries whenever possible, and must be contiguous and compact in form.
4. Based on documentation provided by Mapping Strategies and reviewed by District Legal Counsel, Board President, Board Vice President, Board Secretary, and Superintendent, the Board is asked to review the recommended plan provided as an exhibit.
5. The Board will be asked to consider approval of the revised director district map, approve the Iowa Secretary of State Worksheet, and adopt a Resolution - Adoption of Director Districts at the December 12, 2022 Board meeting. Effective date for any changes is July 1, 2023.



Cedar Rapids CSD Director District Proposal:
 Move Precinct CR 20 from DD 2 to DD 4
 Move Precinct CR 11 From DD 3 to DD 4
 Exchange DD 4 and DD 1 territory to better conform to Precincts

District	Population	Deviation from Ideal Population	Percent Deviation from Ideal Pop.
D1	31,515	-9	-0.02855
D2	31,256	-268	-0.850146
D3	30,869	-655	-2.077782
D4	32,454	930	2.950133

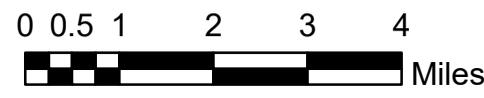


Legend
 Ideal DD Pop. = 31,524
 Aerial Photo NAIP 2021

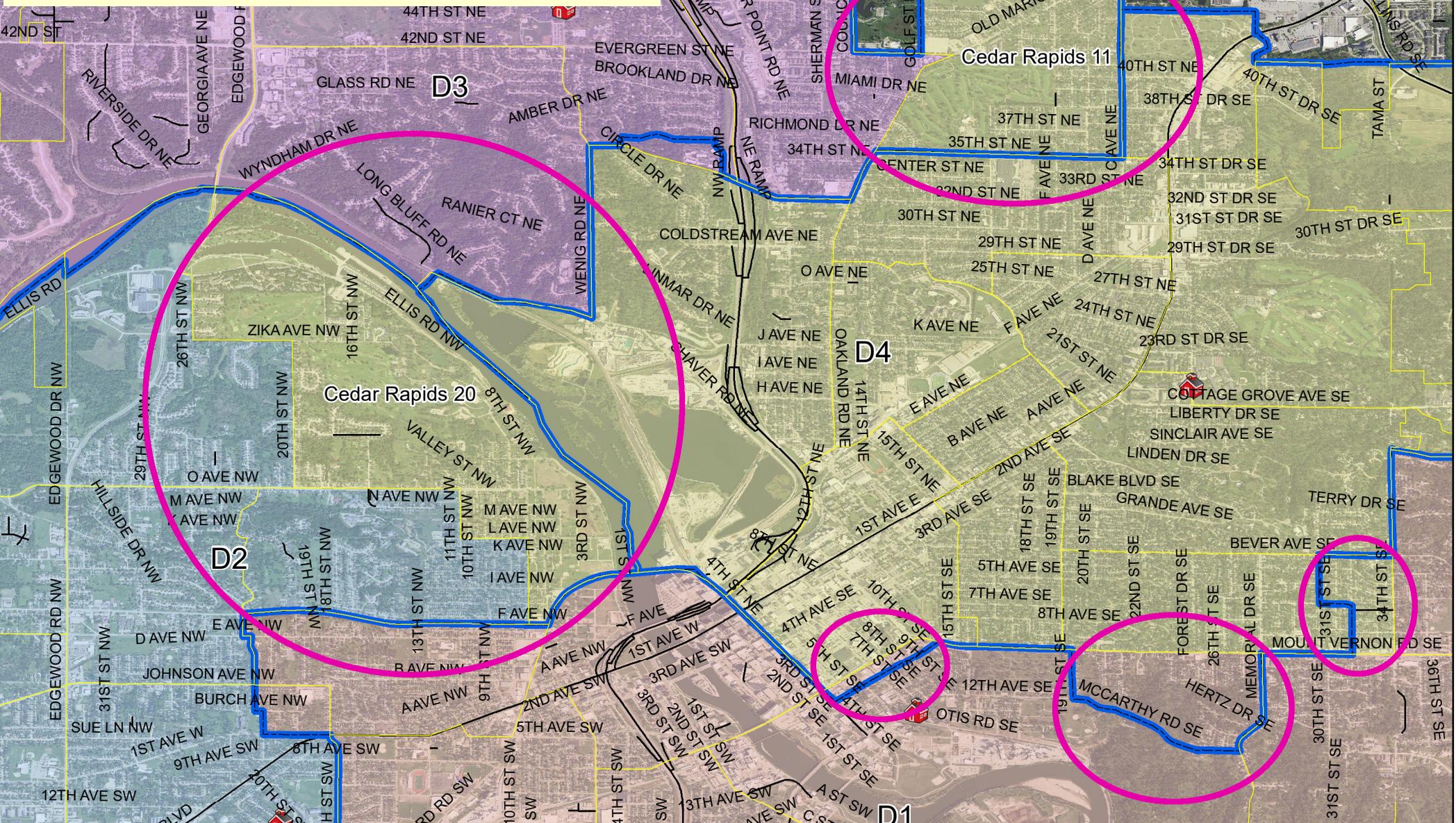
- Geocoding Result: High Schools
- Elections_Precincts (Linn Co Website)
- CR CSD Current DD boundaries
- Linn_IDOT_PRIMARY_2016

DIST_NAME

- D1
- D2
- D3
- D4



Cedar Rapids CSD Director District Proposal Close Up:
 Move Precinct CR 20 from DD 2 to DD 4
 Move Precinct CR 11 From DD 3 to DD 4
 Exchange DD 4 and DD 1 territory to better conform to Precincts



Legend
 Ideal DD Pop. = 31,524
 Aerial Photo NAIP 2021

- Geocoding Result: High Schools
- Elections_Precincts (Linn Co Website)
- CR CSD Current DD boundaries
- Linn_IDOT_PRIMARY_2016

DIST_NAME

- D1
- D2
- D3
- D4



District	Population	Deviation from Ideal Population	Percent Deviation from Ideal Pop.
D1	31,515	-9	-0.02855
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D3	30,869	-655	-2.077782
D4	32,454	930	2.950133

ADMINISTRATION

BA-23-187 Approval – Request of School Budget Review Committee (SBRC) for Additional Allowable Growth: Unfunded English Language Learner (ELL) Costs and Open Enrollment Students not Included in Previous Year’s Enrollment (Karla Hogan)

Exhibit: BA-23-187.1

Action Item

Pertinent Fact(s):

1. The annual request is submitted for Board approval. All requests listed below are combined into one Board action. The completed State form is provided as an exhibit. Dollar amounts listed for each category below are based upon data from the Iowa Department of Education on 11/7/2022 and subject to possible adjustment.
 - a. **Open Enrollment Students:** For the 2022-2023 School Year, the District is eligible to request a total of \$2,309,749 in spending authority for open enrollment resident students not included in Previous Year’s Enrollment Count.
 - b. **English Language Learner:** The State allows an additional factor of .21 for intermediate support and .26 for intensive support to the District cost per pupil of \$7,413 for students in the ELL program. This weighting is only allowed for five years. The maximum modified allowable growth request under SBRC guidelines for English Language Learners served beyond five years is \$304,970.
2. All SBRC approvals of additional allowable growth are funded with cash provided by the District’s Cash Reserve Levy.

Recommendation:

It is recommended that the Board of Education approve the Request for the School Budget Review Committee to seek Additional Allowable Growth for Unfunded English Language Learner (ELL) Costs and Open Enrollment Students not Included in Previous Year’s Enrollment Count.

Request: Open Enrollment Out Districts may request MSA for students open enrolled out (OEO) in the current year for whom the district is required to pay tuition in the current year and were not included in the certified enrollment count of the prior year.

Enrollment - PrevEnrollment	Preliminary Eligible FTE	DiffMinusIncrease	PrevDCPP	Maximum MSA Request(Eligible FTE x Previous Year DCPP)
0.00	319.60	319.60	7227.00	2309749.20

Enter Amount of Request:

Request: LEP Instruction Beyond 5 Years Districts may request MSA for the costs of providing instructional services to limited English proficient (LEP) students being served beyond the five years of weightings.

Eligible LEP Count	Test Level	Weighting	DCPP	Maximum MSA Request (Count x Weighting X DCPP)
186.00	Intermediate	0.21	7413.00	304970.82
8.00	Intensive	0.26		

Enter Amount of Request:

ADMINISTRATION

BA-23-188 **Approval of Request to the School Budget Review Committee (SBRC) for Modified Allowable Growth for Limited English Learner (LEP) Excess Program Costs (Karla Hogan)**

Exhibit: BA-23-188.1

Action Item

Pertinent Fact(s):

The annual request is submitted for Board approval. The Cedar Rapids Community School District is eligible to request SBRC approval of \$2,168,246 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs. The exhibit provided is an annual request by CRCSD for LEP modified allowable growth.

Recommendation:

It is recommended that the Board of Education approve the Request for the School Budget Review Committee to seek for \$2,168,246 in Modified Allowable Growth for LEP program costs that exceed those costs allowed within the school funding formula for LEP programs.

Program between 410 - 419		Salaries 100-199	Benefits 200-299	Purchased Professional 300-399	Equip rental repair 430-449	Other (tuition) 500-599	Supplies 600-699	Equip 730-739	Total
Account ID = 9 and Fund = 10 Object by Function									
1. Instruction	1XXX	2930356.61	817771.35	12163.75	0	12403.58	18479.41	0	3791174.7
2. Student Support Services	21XX	0	0	0	0	0	0	0	0
3. Staff Support Services	22XX	290642.5	82984.09	0	0	0	0	0	373626.59
4. Exec Admin	23XX	0	0	0	0	0	0	0	0
5. Bldg Admin	24XX	0	0	0	0	0	0	0	0
6. Business Admin	25XX	0	0	0	0	0	0	0	0
7. O & M	26XX	0	0	0	0	0	0	0	0
8. Transportation	27XX	0	0	0	0	0	0	0	0
9. Community Services	28XX	0	0	0	0	0	0	0	0
10. Total		3220999.11	900755.44	12163.75	0	12403.58	18479.41	0	4164801.29
11. Total (Line 10)		4164801.29							
12. Weighted funding received (from October 2020 CE x FY22 DCPD) (0.00 X	1343499								
13. Other resources (expenditures	393678.7								
14. FY21 state and federal carryover	0								
15. MSA on FY22 Application form	259377								
16. Resources Available but unused	0								
Total Resources Available (Sum Lines	1996555								
17. Preliminary Maximum allowable		2168246.56							
18. Revenue Received (Source 1951, Source 1323 AND Program 4XX, and Project 1112)		0							
19. Revenue not captured (e.g. costs paid from another district) (district input)									
20. Any expenditure included in the row above that is not expressly		0.00							
21. Maximum allowable request (Line 17 minus 20, if positive, otherwise		2,168,246.56							
22. Amount requested (may be less than maximum allowable) (district input)		2,168,246.00							

ADMINISTRATION

BA-23-189 Resolution - Authorizing, Provide Issuance and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds and Authorizing the Execution and Delivery of Documents (Karla Hogan)

Exhibit: BA-23-189.1-31

Action Item Motion/2nd/Roll Call

Pertinent Fact(s):

The bids for the School Infrastructure Sales, Services and Use Tax Revenue Bonds are due by end of day on November 14, 2022. Tim Oswald, Piper Sandler, will gather all the bids and prepare the tabulation to be distributed to the Board for review.

Recommendation:

It is recommended that the Board of Education approve the Resolution Authorizing and Providing for the Issuance and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds and Authorizing the Execution and Delivery of Documents.

MINUTES OF MEETING TO ISSUE
SCHOOL INFRASTRUCTURE SALES,
SERVICES AND USE TAX REVENUE
BONDS, SERIES 2022

Cedar Rapids, Iowa

November 14, 2022

The Board of Directors of the Cedar Rapids Community School District met on the above date, at _____ o'clock ____m. at the Education Leadership & Support Center, Cedar Rapids, Iowa, pursuant to prior action of the Board and to law, for the purpose of considering bids received for the purchase and passing a resolution providing for the sale and issuance of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022 and for the transaction of such other business as may come before the meeting.

The meeting was called to order by the Secretary of the Board, and the roll was called showing the following Directors present and absent:

Present: _____

Absent: _____.

• • Other Business • •

ANNOUNCEMENT OF BID RESULTS

The bids were received and canvassed on behalf of the School District on November 14, 2022. The substance of such bids were reviewed and the low bidder was determined and, pursuant to prior authorization, the low bidder was selected and the purchase agreement executed. The results of the bids are now noted in the minutes, as follows:

Name and Address of Bidder

Final Bid (True Interest Cost)

(See attached Bid Tabulation)

MOTION TO APPROVE RESOLUTION

The Board took up for consideration the resolution next hereinafter set out. Board Member _____ moved that the resolution be adopted, seconded by Board Member _____. The President of the Board put the question on the motion, and the roll being called, the following named Directors voted:

Ayes: _____

Nays: _____.

Whereupon, the President of the Board declared the motion duly carried and the resolution duly adopted as hereinafter set out.

•••Other Business•••

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.

RESOLUTION NO. _____

Resolution authorizing and providing for the issuance and securing the payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds and authorizing the execution and delivery of documents related thereto

WHEREAS, the Cedar Rapids Community School District (the “School District”), in the County of Linn (the “County”), State of Iowa, is entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure (the “School Infrastructure Tax”), the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Section 423E.4 of the Iowa Code, as amended, (the “School Infrastructure Tax Revenues”) and which taxes are and will continue to be collected as set forth therein; and

WHEREAS, the School District has adopted a revenue purpose statement setting forth the purposes for which it may use the School Infrastructure Tax Revenues, including but not limited to school infrastructure projects, and such revenue purpose statement was approved by the authorized electors of the School District on November 5, 2019; and

WHEREAS, the School District has previously issued the Outstanding Bonds (as defined herein) in accordance with the Outstanding Bond Resolutions (as defined herein) payable from the School Infrastructure Tax Revenues, and such Outstanding Bond Resolutions provided that additional Parity Bonds (as defined therein) payable from the School Infrastructure Tax Revenues may be issued on a parity with the Outstanding Bonds, provided that there has been procured and placed on file with the Secretary of the Board of Directors, a statement complying with the conditions and limitations therein imposed upon the issuance of said Parity Bonds; and

WHEREAS, the Board of Directors (the “Board”) of the School District is undertaking various school infrastructure projects, including but not limited to furnishing, equipping, constructing, improving, repairing, and renovating school buildings and improving sites, including one or more new elementary school buildings and related parking and site improvements (the “Project”); and

WHEREAS, the School District has previously published notice of the proposed action to issue school infrastructure sales, services and use tax revenue bonds for the foregoing purpose, held a hearing thereon on October 10, 2022 in an aggregate amount of \$30,000,000 (the “Authorized Amount”) and did not receive a petition objecting to the issuance of the bonds.

WHEREAS, pursuant to the provisions of Chapter 423E of the Code of Iowa, the School District deems it advisable and necessary to issue \$_____ School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022 (the “Series 2022 Bonds” and sometimes referred to herein as the “Bonds”), for the purposes of financing a portion of the Project, funding a debt service reserve fund and paying costs of issuance and related costs of the Series 2022 Bonds, and such Series 2022 Bonds shall be on a parity with the Outstanding Bonds (as defined herein) and any future Parity Bonds; and

WHEREAS, a statement of Piper Sandler & Co. has been placed on file in the office of the Secretary of the Board of Directors, showing that the conditions and limitations of the Outstanding Bond Resolutions with regard to the sufficiency of School Infrastructure Tax Revenues for the issuance of the Series 2022 Bonds on a parity with the Outstanding Bonds have been met and satisfied as required by the Outstanding Bond Resolutions; and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the Series 2022 Bonds, and the Board has made provision for the approval of the P.O.S. and has authorized its use; and

WHEREAS, sealed bids for the purchase of the Bonds were received and canvassed on behalf of the School District on November 14, 2022, and the substance of such bids were noted in the minutes of the meeting of the School District on this date;

WHEREAS, the bid of _____ (the "Purchaser"), was determined to be the best, such bid proposing the lowest interest cost to the School District, and the bid was accepted pursuant to a certain purchase agreement (the "Bond Purchase Agreement") executed on November 14, 2022; and

NOW, THEREFORE, Be It Resolved by the Board of Directors of the Cedar Rapids Community School District, as follows:

Section 1. Definitions. The following terms with or without capitalization shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

"Act" shall mean Iowa Code Chapters 423E and 423F, as from time to time amended and supplemented.

"Additional Bonds" shall mean any school infrastructure sales, services and use tax revenue bonds issued on a parity with the Series 2022 Bonds in accordance with the provisions of this Resolution.

"Bonds" or "Series 2022 Bonds" shall mean the \$_____ School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022, authorized to be issued by this Resolution.

"Economic Refunding" shall mean the sale and issuance of refunding bonds issued to discharge and satisfy all or a part of the Series 2022 Bonds, any Outstanding Bonds or Parity Bonds in accordance with Section 11 of this Resolution, and to pay costs of issuance. The refunding effected with the proceeds of such refunding bonds (i) must produce annual debt service on the refunding bonds not greater than the total (remaining) debt service on the Series 2022 Bonds, the Outstanding Bonds or the Parity Bonds being refunded; (ii) shall not have a payment in any Fiscal Year (through maturity of the refunding bonds) that is greater than the payment in such Fiscal Year on the Series 2022 Bonds, Outstanding Bonds or the Parity Bonds being refunded, and (iii) shall have a final maturity no later than the final maturity of the Series 2022 Bonds, Outstanding Bonds or the Parity Bonds being refunded.

“Fiscal Year” shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the School District. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.

“Governing Body” shall mean the Board of Directors of the School District.

“Independent Auditor” shall mean an independent firm of certified public accountants, an independent financial advisor or consultant, or the Auditor of State, regardless of whether such person or firm is engaged by the Issuer in another capacity regarding the issuance of the Bonds.

“Issuer” and “School District” shall mean the Cedar Rapids Community School District.

“Outstanding Bonds” shall mean the Series 2010 QSCB Bonds, the Series 2019 Bonds, the Series 2019B Bonds, the Series 2020A Bonds, the Series 2020B Bonds, and the Series 2021 Bonds which remain outstanding as of the date of this Resolution and are secured by a lien on the School Infrastructure Tax Revenues.

“Outstanding Bond Resolutions” shall mean the Series 2010 QSCB Bond Resolution, the Series 2019 Bond Resolution, the Series 2019B Bond Resolution, the Series 2020A Bond Resolution, the Series 2020B Bond Resolution and the Series 2021 Bond Resolution collectively.

“Parity Bonds” shall mean bonds, notes or other obligations payable solely from the School Infrastructure Tax Revenues on an equal basis with the Outstanding Bonds, the Series 2022 Bonds and any Additional Bonds as authorized to be issued under the terms of this Resolution.

“Paying Agent” shall mean UMB Bank, n.a., or other entity as may be approved by the School District.

“Permitted Investments” shall mean any investments permitted in Iowa Code Chapter 12B or section 12C.9. All interim investments must mature before the date on which the moneys are required for payment of principal and interest on the Series 2022 Bonds or costs of the Project.

“Purchaser” shall mean _____, together with its successors and assigns, as a holder of the Series 2022 Bonds.

“Registrar” shall mean UMB Bank, n.a., or other entity as may be approved by the School District.

“Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement” shall mean the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement among the School District, the Registrar and Paying Agent regarding the Series 2022 Bonds.

“School Infrastructure Tax” shall mean the School District’s portion of the one percent (1%) sales, services and use tax imposed by the State of Iowa for school infrastructure purposes which must be deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to section 423E.4 Code of Iowa, as amended.

“School Infrastructure Tax Revenues” shall mean all of the revenues received by the School District in each Fiscal Year from the imposition of the School Infrastructure Tax (including, without limitation, any revenues received by the School District from interest and penalties on delinquent collections of the School Infrastructure Tax).

“Secretary” shall mean the Secretary of the Board of Directors of the School District, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

“Series 2010 QSCB Bond Resolution” means the School District’s resolution adopted on November 8, 2010 authorizing the issuance of the Series 2010 QSCB Bonds.

“Series 2010 QSCB Bonds” shall mean the School District’s Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds (Qualified School Construction Bonds – Direct Pay), Series 2010 issued in the original principal amount of \$11,842,461 pursuant to the Series 2010 QSCB Bond Resolution.

“Series 2019 Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019 issued in the original principal amount of \$25,185,000 pursuant to the Series 2019 Bond Resolution.

“Series 2019 Bond Resolution” means the School District’s resolution adopted on June 24, 2019 authorizing the issuance of the Series 2019 Bonds.

“Series 2019B Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B issued in the original principal amount of \$27,739,000 pursuant to the Series 2019B Bond Resolution.

“Series 2019B Bond Resolution” means the School District’s resolution adopted on October 28, 2019 authorizing the issuance of the Series 2019B Bonds.

“Series 2020A Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A issued in the original principal amount of \$9,925,000 pursuant to the Series 2020A Bond Resolution.

“Series 2020A Bond Resolution” means the School District’s resolution adopted on November 9, 2020 authorizing the issuance of the Series 2020A Bonds.

“Series 2020B Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B issued in the original principal amount of \$35,835,000 pursuant to the Series 2020B Bond Resolution.

“Series 2020B Bond Resolution” means the School District’s resolution adopted on December 14, 2020 authorizing the issuance of the Series 2020B Bonds.

“Series 2021 Bonds” shall mean the School District’s School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2021 issued in the original principal amount of \$6,535,000 pursuant to the Series 2021 Bond Resolution.

“Series 2021 Bond Resolution” means the School District’s resolution adopted on April 26, 2021 authorizing the issuance of the Series 2021 Bonds.

“2022 Bond Sinking Fund Subaccount” means the subaccount by that name created pursuant to Section 7 hereof.

“2022 Debt Service Reserve Fund Subaccount” means the subaccount by that name created pursuant to Section 7 hereof.

“2022 Debt Service Reserve Fund Subaccount Amount” means the amount set forth in the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement.

“Treasurer” shall mean the Treasurer of the School District or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. Authorization. For the purposes referred to in the preamble hereof and pursuant to Chapters 423E and 423F of the Code of Iowa, the Series 2022 Bonds are hereby authorized to be issued in the amount of \$_____ and sold to the Purchaser at the price specified in the bid and the Bond Purchase Agreement. The President and the Board Secretary (or their acting designees) are hereby authorized to execute and deliver any and all agreements, documents and instruments related to the Series 2022 Bonds.

Section 3. Registrar and Paying Agent. UMB Bank, n.a. is hereby designated as the Registrar and Paying Agent for the Series 2022 Bonds and may be hereinafter referred to as the “Bond Registrar” or the “Paying Agent”, and the President and the Board Secretary are hereby authorized and directed to execute and deliver the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement.

Section 4. Bond Details; Source of Payment. The Bonds shall be dated the date of delivery, and shall become due and payable on July 1 in each of the respective years, in the principal amounts and shall bear interest at the respective rates, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2031	\$ _____	____%
2032	_____	_____
2033	_____	_____
2034	_____	_____
2035	_____	_____
2036	_____	_____

2037	_____	_____
2038	_____	_____
2039	_____	_____
2040	_____	_____
2041	_____	_____
2042	_____	_____

All payments shall be applied first to the payment of interest due and next to the reduction of principal.

Payment of both principal of and interest on the Series 2022 Bonds shall be made to the registered owners appearing on the registration books of the School District at the close of business on the fifteenth day of the month next preceding the payment date and shall be paid by electronic means, check or draft mailed to the registered owners at the addresses shown on such registration books. After the final installment of principal and interest on a Series 2022 Bonds the Purchaser shall return the original Series 2022 Bonds to the Paying Agent.

The School District reserves the right to call and redeem part or all of the Series 2022 Bonds maturing on and after July 1, 20___, prior to and in any order of maturity on July 1, 20___, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2022 Bonds of any like maturity are to be redeemed, the particular part of those Series 2022 Bonds to be redeemed shall be selected by the Bond Registrar by lot. The Series 2022 Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Bond Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2022 Bond, a new Series 2022 Bond or Series 2022 Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2022 Bond.

Notice of such redemption as aforesaid identifying the Series 2022 Bonds (or portion thereof) to be redeemed shall be given by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the School District's registration books not less than 30 days prior to such redemption date. All of such Series 2022 Bonds as to which the School District reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Any notice of redemption may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2022 Bonds so called for redemption and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2022 Bonds called for redemption in the same manner as the original redemption notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for redemption.

All of the interest on the Series 2022 Bonds shall be payable semiannually on the first day of July and January in each year, commencing July 1, 2023. Payment of interest on the Series 2022 Bonds shall be made to the registered owners appearing on the bond registration books of the School District at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid by electronic means, check or draft mailed to the registered owners at the addresses shown on such registration books. Principal of the Series 2022 Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2022 Bonds at the office of the Paying Agent.

The Series 2022 Bonds shall be executed on behalf of the School District with the official manual or facsimile signature of the President of the Board and attested by the official manual or facsimile signature of the Board Secretary, and shall be fully registered bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature shall appear on the Series 2022 Bonds shall cease to be such officer before the delivery of such Series 2022 Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Series 2022 Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Bond Registrar.

The Series 2022 Bonds, together with the Outstanding Bonds and any future Parity Bonds, and the interest thereon, shall be payable solely from the School Infrastructure Tax Revenues and the Revenue Fund and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment thereof. None of the Series 2022 Bonds shall be a general obligation of the School District, and under no circumstances shall the School District be in any manner liable by reason of the failure of the School Infrastructure Tax Revenues to be sufficient for the payment in whole or in part of the Series 2022 Bonds and the interest thereon; but the Series 2022 Bonds shall be payable both as to principal and interest solely and only from the School Infrastructure Tax Revenues pledged therefor as hereinafter provided.

The Series 2022 Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the School District kept by the Bond Registrar, and after such registration, payment of the principal and interest thereof shall be made only to the registered owners, their legal representatives or assigns. The Series 2022 Bonds shall be transferable only upon the registration books of the School District upon presentation to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2022 Bonds may be kept confidential as provided by Section 22.7 of the Code of Iowa.

Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”).

On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the School District determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the School District will discontinue the book-entry system with DTC. If the School District does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the School District will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the School District identifies a qualified securities depository to replace DTC, the School District will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interest in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the School District to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The School District will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the School District, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the School District to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the School District to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. Form of Series 2022 Bonds. The form of Series 2022 Bonds shall be substantially as follows:

(Form of Series 2022 Bond)

UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF LINN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BOND,
SERIES 2022

No. R-				\$ _____
	RATE	MATURITY DATE	BOND DATE	CUSIP
	_____%	July 1, 20__	December 6, 2022	

The Cedar Rapids Community School District (the "School District"), in the County of Linn, State of Iowa, for value received, promises to pay on the Maturity Date of this Bond to:

CEDE & CO.

or registered assigns, the principal sum of

DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Bond Registrar" or the "Paying Agent") with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on July 1 and January 1 of each year, commencing July 1, 2023, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the School District at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid by electronic means, check or draft mailed to the registered owner at the address shown on such registration books.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a duly authorized series of bonds (the "Bonds") issued by the School District pursuant to and in strict compliance with the provisions of Chapter 423E and Chapter 423F of the Code of Iowa, as amended, and all laws amendatory thereof and supplementary thereto, and in conformity with a resolution duly and properly passed by the Board of Directors

of the School District (the “Series 2022 Bond Resolution”) for the purpose of (i) furnishing, equipping, constructing, improving, repairing, and renovating school buildings and improving sites, including one or more new elementary school buildings and related parking and site improvements, (ii) funding a debt service reserve fund and (iii) paying costs of issuance. Capitalized terms used but undefined herein shall have the respective meanings ascribed to such terms in the Series 2022 Bond Resolution.

The School District reserves the right to call and redeem part or all of the Bonds maturing on or after July 1, 20___, prior to and in any order of maturity on July 1, 20___, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Bond Registrar by lot. The Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Bond Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond.

Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be given by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the School District’s registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the School District reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Any notice of redemption may contain a statement that redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Bonds so called for redemption and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Bonds called for redemption in the same manner as the original redemption notice was provided, such notice of cancellation to be made at least three days prior to the date fixed for redemption.

The Bonds are not general obligations of the School District, but the Bonds, together with the Outstanding Bonds and any future Parity Bonds, are payable from and secured solely and only by a pledge of certain School Infrastructure Tax Revenues as defined and provided in the Series 2022 Bond Resolution. The School District has covenanted that it will allocate such School Infrastructure Tax Revenues to the Sinking Fund created in the Outstanding Bond Resolutions to meet the payments of principal of and interest on the Outstanding Bonds, the Bonds and any future Parity Bonds, as the same become due. Under no circumstances shall the School District be in any manner liable by reason of the failure of the said School Infrastructure Tax Revenues to be sufficient for the payment of the principal of or interest on the Bonds.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the names of the owners on the books of the School District in the office of the Bond Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Bond Registrar, together with either a written instrument of

transfer satisfactory to the Bond Registrar, or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The School District, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the School District, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of this Bond does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the Cedar Rapids Community School District, Iowa, by its Board of Directors, has caused this Bond to be executed by the President of the Board and attested by the Board Secretary, all as of the Bond Date.

CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT

By (DO NOT SIGN)
President, Board of Directors

Attest:

(DO NOT SIGN)
Board Secretary

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Series 2022 Bond Resolution.

UMB BANK, N.A.

By (Authorized Signature)
Authorized Officer

[STATEMENT OF INSURANCE

(If the Bonds are insured, there shall be printed thereon a “Statement of Insurance” in compliance with the recommendations of the municipal bond insurer.)]

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA
TEN ENT	-	as tenants by the entireties	As Custodian for
TEN	-	as joint tenants with right of survivorship and not as tenants in common	(Minor) under Uniform Transfers to Minors Act (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bonds on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 6. Deposit of Bond Proceeds; Executions of Documents. The Series 2022 Bonds shall be executed as herein provided as soon after the adoption of this Resolution as may be possible and thereupon they shall be delivered to the Bond Registrar for registration, authentication and delivery to the Purchaser, upon receipt of the purchase price thereof, and all action heretofore taken in connection with the issuance of the Series 2022 Bonds is hereby ratified and confirmed in all respects. The proceeds received from the Series 2022 Bonds shall be applied to pay costs of issuance associated with the issuance of the Series 2022 Bonds, fund a 2022 Debt Service Reserve Fund Subaccount, and to pay a portion of the costs of the Project. The foregoing deposits may be modified by the closing certificate delivered at the time of the issuance of the Series 2022 Bonds to conform to the final uses of the proceeds of the Series 2022 Bonds.

The officers of the School District are hereby authorized and directed to do all acts and things as may be necessary in connection with the issuance and delivery of the Series 2022 Bonds and to carry out the intent and purposes of this Resolution.

Section 7. Application of Revenues; Funds and Accounts. The Outstanding Bond Resolutions created the Cedar Rapids Community School District School Infrastructure Sales and Services Tax Revenue Fund (the "Revenue Fund") held by the School District into which the School District is required to deposit 100% of the School Infrastructure Tax Revenues received by the School District until all of the Outstanding Bonds and any Parity Bonds (including the Series 2022 Bonds) have been paid and no longer outstanding. From and after the delivery of the Series 2022 Bonds and as long as any of the Series 2022 Bonds are outstanding and unpaid or until all principal of and interest thereon have been discharged and satisfied or provision therefor has been made, 100% of the School Infrastructure Tax Revenues received by the School District shall continue to be deposited in the Revenue Fund, which shall be used and disbursed in the following priority:

(1) Sinking Fund. The Outstanding Bond Resolutions created a Sinking Fund to be held by the School District into which there shall be set aside from the School Infrastructure Tax Revenues in the Revenue Fund such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds and any future Parity Bonds (including the Series 2022 Bonds), as the same become due, and the School District shall continue to maintain the Sinking Fund so long as the Series 2022 Bonds and any Parity Bonds are outstanding. The Outstanding Bond Resolutions created within the Sinking Fund various subaccounts with respect to the Outstanding Bonds and authorized the creation of additional subaccounts with respect to Parity Bonds.

The money in the Revenue Fund shall first be disbursed on a parity basis to make deposits into the various subaccounts of the Sinking Fund, hereinbefore created pursuant to the Outstanding Bond Resolutions, created pursuant to this Resolution or created in the future for any Parity Bonds. The amount to be paid into the respective subaccounts of the Sinking Fund during each Fiscal Year shall be sufficient to pay the principal of and interest due during such Fiscal Year on the Outstanding Bonds, the Series 2022 Bonds and any Parity Bonds.

Pursuant to the Outstanding Bond Resolutions, the School District has created the following subaccounts within the Sinking Fund:

(a) Taxable School Infrastructure Sales, Services, and Use Tax Revenue Bonds, (Qualified School Construction Bond — Direct Pay), Series 2010 Sinking Fund Subaccount (“2010 QSCB Sinking Fund Subaccount”) for the Series 2010 QSCB Bonds held by the trustee for the Series 2010 QSCB Bonds;

(b) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019 Bond Sinking Fund Subaccount (“2019 Bond Sinking Fund Subaccount”) for the Series 2019 Bonds held by the School District or the registrar and paying agent for the Series 2019 Bonds;

(c) School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B Bond Sinking Fund Subaccount (“2019B Bond Sinking Fund Subaccount”) for the Series 2019B Bonds held by the School District or the registrar and paying agent for the Series 2019B Bonds;

(d) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A Bond Sinking Fund Subaccount (“2020A Bond Sinking Fund Subaccount”) for the Series 2020A Bonds held by the School District or the registrar and paying agent for the Series 2020A Bonds;

(e) School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B Bond Sinking Fund Subaccount (“2020B Bond Sinking Fund Subaccount”) for the Series 2020B Bonds held by the School District or the registrar and paying agent for the Series 2020B Bonds; and

(f) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021 Bond Sinking Fund Subaccount (“2021 Bond Sinking Fund Subaccount” and, together with the 2020B Sinking Fund Subaccount, 2020A Bond Sinking Fund Subaccount, 2019B Bond Sinking Fund Subaccount, 2019 Bond Sinking Fund Subaccount and the Series 2010 QSCB Sinking Fund Subaccount, the “Outstanding Bond Sinking Fund Subaccounts”) for the Series 2021 Bonds held by the School District or the registrar and paying agent for the Series 2021 Bonds.

So long as the Outstanding Bonds remain outstanding, the Outstanding Bonds Sinking Fund Subaccounts created pursuant to the Outstanding Bond Resolutions are recognized and confirmed, and shall be maintained for the payment of the principal of and interest on the respective Series of Outstanding Bonds as provided in the Outstanding Bond Resolutions.

In accordance with the Outstanding Bond Resolutions, there is hereby established a subaccount entitled the School Infrastructure Sales, Services and Use Tax Revenue Bonds, 2022 Bond Sinking Fund Subaccount (the “2022 Bond Sinking Fund Subaccount”) within the Sinking Fund for the purpose of paying principal of and interest on the Series 2022 Bonds. The 2022 Bond Sinking Fund Subaccount shall be held by the School District, the Registrar and Paying

Agent or another lending institution approved by the Superintendent of the School District. The required amount to be deposited in the 2022 Bond Sinking Fund Subaccount in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the next interest payment date on the Series 2022 Bonds, plus the equal monthly amount necessary to pay in full the installment of principal coming due on the next succeeding principal payment date until the full amount of such installment is on deposit. The money deposited in the 2022 Bond Sinking Fund Subaccount shall be used solely to pay the principal of, and interest on the Series 2022 Bonds, and is hereby pledged to the payment thereof. If for any reason the amount on deposit in the 2022 Bond Sinking Fund Subaccount exceeds the required amount, the excess shall forthwith be withdrawn and deposited into the Revenue Fund.

The subaccounts in the Sinking Fund shall be segregated from all other funds, accounts and subaccounts established by this Resolution, the Outstanding Bond Resolutions or any future resolutions authorizing the issuance of Parity Bonds. Upon the issuance of future Parity Bonds, the School District may provide for annual or more or less frequent payments of into subaccount(s) of the Sinking Fund for such Parity Bonds to pay the principal of an interest on such Parity Bonds.

(2) Reserve Fund. The Outstanding Bond Resolutions created a School Infrastructure Sales, Services and Use Tax Revenue Debt Service Reserve Fund (the “Reserve Fund”) to be held by the School District and various subaccounts thereof into which there shall be set aside from the School Infrastructure Tax Revenues in the Revenue Fund such portion thereof as will be sufficient to maintain a debt service reserve for the Outstanding Bonds, and any future Parity Bonds secured by the Reserve Fund.

After making the deposits into the various subaccounts of the Sinking Fund as hereinbefore provided, the money in the Revenue Fund shall next be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund hereinbefore created pursuant to the Outstanding Bond Resolutions and created in the future for any Parity Bonds. The amount to be paid into the respective subaccounts of the Reserve Fund shall be sufficient to maintain the minimum amount required for each respective subaccount of the Reserve Fund pursuant to the respective Outstanding Bond Resolution and any future resolutions authorizing the issuance of Parity Bonds secured by the Reserve Fund.

Pursuant to the Outstanding Bond Resolutions, the School District has created the following subaccounts within the Reserve Fund:

(a) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A Debt Service Reserve Fund Subaccount for the Series 2020A Bonds held for the Series 2020A Bonds;

(b) School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B Debt Service Reserve Fund Subaccount for the Series 2020B Bonds held for the Series 2020B Bonds; and

(c) School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2021 Debt Service Reserve Fund Subaccount for the Series 2021 Bonds held for the Series 2021 Bonds.

So long as the Outstanding Bonds remain outstanding, the subaccounts created in the Reserve Fund pursuant to the Outstanding Bond Resolutions are recognized and confirmed, and shall be maintained for the payment of the principal of and interest on the respective Series of Outstanding Bonds as provided in the Outstanding Bond Resolutions.

As provided in the Outstanding Bond Resolutions, there is hereby established a subaccount entitled School Infrastructure Sales, Services and Use Tax Revenue Bonds, 2022 Debt Service Reserve Fund Subaccount (the “2022 Debt Service Reserve Fund Subaccount”) within the Reserve Fund for the purpose of maintaining a debt service reserve for the Series 2022 Bonds. The 2022 Debt Service Reserve Fund Subaccount shall be held by the Paying Agent pursuant to the Paying Agent, Escrow Agent and Registrar and Transfer Agent Agreement. On the date of issuance of the Series 2022 Bonds, an amount equal to the 2022 Debt Service Reserve Fund Subaccount Amount shall be deposited into the 2022 Debt Service Reserve Fund Subaccount.

In lieu of maintaining and depositing moneys in the 2022 Debt Service Reserve Fund Subaccount, the School District may hold in deposit in the 2022 Debt Service Reserve Fund Subaccount a letter of credit, surety bond or similar instrument issued by a bank, insurance company or other financial institution in an amount equal to the 2022 Debt Service Reserve Fund Subaccount Amount, such bank, insurance company or other financial institution, as the case may be, having a credit rating at the time of such delivery in one of the two highest rating categories of any nationally recognized rating service (without regard to any refinements of gradation of any rating category by numerical modifier or otherwise).

The amounts on deposit in the 2022 Debt Service Reserve Fund Subaccount shall be used solely for the purpose of paying principal of and interest on the Series 2022 Bonds in the event insufficient money is available in the Series 2022 Bond Sinking Fund Subaccount to make any such payment.

The 2022 Debt Service Reserve Fund Subaccount is pledged only to the Series 2022 Bonds and shall not secure the Outstanding Bonds or any Parity Bonds. Whenever it shall become necessary to withdraw money from the 2022 Debt Service Reserve Fund Subaccount for the payment of debt service on the Series 2022 Bonds or the amount on deposit in the 2022 Debt Service Reserve Fund Subaccount is less than the 2022 Debt Service Reserve Fund Subaccount Amount, the School District shall cause to be deposited in the 2022 Debt Service Reserve Fund Subaccount in each month an amount equal to 100% of the amount required by this Resolution to be deposited in such month into the Series 2022 Sinking Fund Subaccount; provided, however, that when the amount on deposit in the 2022 Debt Service Reserve Fund Subaccount shall be equal to at least the 2022 Debt Service Reserve Fund Subaccount Amount, no further deposits shall be made into the 2022 Debt Service Reserve Fund Subaccount except to maintain such level. If the amount on deposit in the 2022 Debt Service Reserve Fund Subaccount is greater than the 2022 Debt Service Reserve Fund Subaccount Amount, such excess amounts shall be withdrawn and paid into the Reserve Fund for allocation to other subaccounts in the Reserve

Fund or if all Reserve Fund subaccounts are at their required levels, then paid to the Revenue Fund.

The School District may establish other subaccounts within the Reserve Fund upon the issuance of future Parity Bonds which are required to be secured by the Reserve Fund. The money deposited into the Revenue Fund shall be disbursed on a parity basis to make deposits into the various subaccounts of the Reserve Fund for all Parity Bonds secured thereby. The subaccounts in the Reserve Fund shall be segregated from all other funds, accounts and subaccounts established by the Outstanding Bond Resolutions and any future resolution for Parity Bonds secured by the Reserve Fund, and each subaccount shall be segregated and shall not be commingled or pledged to any other Parity Bonds, if issued.

(3) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the School Infrastructure Tax Revenues, but subordinate to the Series 2022 Bonds, the Outstanding Bonds and any other Parity Bonds.

(4) Surplus Revenue. Any remaining money in the Revenue Fund may be used to pay or redeem any of the Series 2022 Bonds, the Outstanding Bonds and any other Parity Bonds or used for any lawful purpose, subject to the limitations herein. The School District reserves the right to create such additional funds, or subaccounts within funds established herein, as deemed necessary or appropriate, or as required by the issuance of additional obligations, provided the rights of the holders and security for the Series 2022 Bonds, the Outstanding Bonds and any other Parity Bonds are not impaired thereby.

Money in the Revenue Fund shall be allocated, deposited and paid into the various funds and accounts hereinbefore referred to at the times and in the order in which said funds are listed, on a cumulative basis. If in any month the money in the Revenue Fund, the Sinking Fund or its Subaccounts, or the Reserve Fund or its Subaccounts shall be insufficient to deposit in or transfer to or from the required amount in any of said funds or accounts, such deposits or transfers shall be made on a pro rata basis (in accordance with the outstanding principal amounts of the Outstanding Bonds, the Series 2022 Bonds and the Parity Bonds) and the deficiencies shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The School District may establish various subaccounts within each fund established by the Outstanding Bond Resolutions or this Resolution.

Failure to make such allocation, deposit and payment without cure within thirty days shall constitute an event of default under this Resolution.

Section 8. Investments. Moneys on hand in any of the funds or accounts established by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation (the "FDIC"), or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Iowa Code Chapter 12C, or otherwise by a valid pledge of direct obligations of the United States

Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund or account was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the School District to maintain separate accounts for the funds created by this Section.

The Sinking Fund and the Reserve Fund, shall be segregated in a separate account but may be invested in the same manner as other funds of the School District but designated as a trust fund on the books and records of the School District. The Sinking Fund and Reserve Fund, shall not be available for any other purposes other than those specified in this Resolution and the Outstanding Bond Resolutions.

All income derived from such investments in the Revenue Fund shall be regarded as School Infrastructure Tax Revenues.

Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund or account was created.

The School District hereby covenants and agrees that no such investment shall ever be made so as to cause the interest on the Series 2022 Bonds to become taxable as “arbitrage bonds” pursuant to the provisions of Section 148 the Internal Revenue Code of 1986, as amended.

Section 9. Covenants of the School District. The School District hereby represents, warrants, covenants and agrees with the owner or owners of the Series 2022 Bonds, or any of them, as follows:

(a) The School District will administer, enforce and collect, or cause to be administered, enforced and collected, the School Infrastructure Tax Revenues and the School Infrastructure Tax and shall take all reasonable actions that may be permitted by law to collect delinquent payments or to cause delinquent payments to be collected in accordance with law.

(b) The School District will keep or cause to be kept books and records showing the proceeds of the School Infrastructure Tax Revenues, in which complete entries shall be made in accordance with standard principles of accounting, and any owner of any of the Bonds shall have the right at all reasonable times to inspect such books and records.

(c) The School District shall, to the extent permitted by law, defend the validity and legality of this Resolution, the School Infrastructure Tax and the School Infrastructure Tax Revenues against all claims, suits and proceedings which would diminish or impair the School Infrastructure Tax Revenues as security for the Bonds.

(d) The School District, acting by and through its officers, or otherwise, shall faithfully and punctually perform, or caused to be performed, all duties with respect to the School Infrastructure Tax required by the Constitution and laws of the State of Iowa and the various ordinances, resolutions and contracts of the School District, including, without limitation, the proper segregation of the proceeds of the Bonds and the School Infrastructure Tax Revenues and their application from time to time to the respective funds provided therefore.

(e) At any and all times the School District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents and assurance as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular, the School Infrastructure Tax Revenues and other funds and accounts hereby pledged or assigned, or intended so to be, or which the School District may hereafter become bound to pledge or to assign, or as may be reasonable and required to carry out the purposes of this Resolution. The School District, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the School Infrastructure Tax Revenues and other funds and accounts pledged hereunder and all the rights of every owner of any of the Bonds against all claims and demands of all persons whomsoever.

(f) The School District, its officers, agents and employees, shall not take any action in such manner or to such extent as might prejudice the security for the payment of the Bonds according to the terms thereof. No contract shall be entered into nor any other action taken by which the rights of any registered owner of any Bond or other security payable from the School Infrastructure Tax Revenues might be prejudicially and materially impaired or diminished.

(g) Each School District officer or employee having custody of any School Infrastructure Tax Revenues, or responsible for their handling, shall be bonded at all times, which bonds shall be conditioned upon the proper application of said moneys.

(h) The Governing Body of the School District shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years.

(i) The Governing Body of the School District shall not take any action with respect to the School District's current Revenue Purpose Statement which would impair the ability or authority of the School District to apply School Infrastructure Tax Revenues to the payments of principal and interest on the Bonds.

(j) No obligations secured by a lien on the School Infrastructure Tax Revenues that is senior to the lien of the Bonds secured thereby exists. No obligation is secured by a lien on the School Infrastructure Tax Revenues that is subordinate to the lien thereon securing the Bonds.

Notwithstanding anything in this Section to the contrary, none of the foregoing covenants of the School District with respect to the School Infrastructure Tax Revenues shall obligate the School District to undertake or perform any duty, task or obligation to be performed by the State of Iowa or the County or its Board of Supervisors under the terms of the Act or other provision of the Code of Iowa, as from time to time amended.

Section 10. Remedies of Bondholders. Except as herein expressly limited the holder or holders of the Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Bonds and interest thereon, and of the pledge

of the School Infrastructure Tax Revenues made hereunder, and of all covenants of the School District hereunder.

Section 11. Prior Lien and Parity Bonds; Subordinate Obligations. The School District will issue no notes, bonds or other obligations of any kind or nature payable from or enjoying a lien or claim on the School Infrastructure Tax Revenues having priority over the Series 2022 Bonds, the Outstanding Bonds or any other Parity Bonds.

Additional Bonds may be issued as Parity Bonds and therefore issued on a parity and equality of rank with the Series 2022 Bonds, the Outstanding Bonds and any other Parity Bonds with respect to the lien and claim of such Additional Bonds to the School Infrastructure Tax Revenues and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Series 2022 Bonds, the Outstanding Bonds or Parity Bonds outstanding so long as the refunding is an Economic Refunding, without complying with subsection (b) below; or

(b) For the purpose of refunding any Series 2022 Bonds, the Outstanding Bonds or Parity Bonds outstanding, or for other lawful purposes, provided that before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Secretary, a statement of an Independent Auditor reciting the opinion based upon necessary investigations that the School Infrastructure Tax Revenues for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.20 times the maximum amount that will be required in any Fiscal Year for the payment of both principal of and interest on all Series 2022 Bonds, Outstanding Bonds and Parity Bonds then outstanding which are payable from the School Infrastructure Tax Revenues and the Additional Bonds then proposed to be issued.

For the purpose of determining the School Infrastructure Tax Revenues for the preceding Fiscal Year as aforesaid, the amount of the revenues for such year may be adjusted so as to reflect any changes in the amount of such revenues which would have resulted had the School Infrastructure Tax or any revision of the rate of the School Infrastructure Tax, the formula for distribution of the School Infrastructure Tax Revenues or the level at which the State funds the Statewide Average Revenue Per Student, imposed at or prior to the time of the issuance of any such Parity Bonds been in effect during all of such preceding Fiscal Year. For this purpose, current projections of School Infrastructure Tax Revenues of the State of Iowa may be treated as if such projections had been in effect for the preceding Fiscal Year.

For the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

Nothing in this Section shall prohibit or restrict the right of the School District to issue additional revenue bonds or other revenue obligations without meeting the requirements in paragraphs (a) or (b) above and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the School Infrastructure Tax Revenues, provided that such additional revenue bonds or obligations shall be junior and subordinate to the Series 2022 Bonds.

Section 12. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the School District and the owners of the Bonds as may from time to time be outstanding, and after the issuance of the Series 2022 Bonds, no change, variation or alteration of any kind of the provisions of this Resolution shall be made except as provided in Section 13 and Section 14, until such time as all of the Bonds and the interest due there shall have been satisfied and discharged as provided in this Resolution.

Section 13. Amendment of Resolution without Consent. For any one or more of the following purposes, without the consent of or notice to the other owners of the Bonds or any Parity Bonds, and at any time or from time to time this Resolution may be amended, modified or supplemented by the School District:

- (a) to cure any ambiguity or formal defect or omission in this Resolution;
- (b) to grant to or confer for the benefit of the owners of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the owners of the Bonds;
- (c) to assign and pledge under this Resolution additional revenues, properties or collateral as permitted by law;
- (d) to modify, amend or supplement this Resolution in such manner as to permit continued compliance with the provisions of the Internal Revenue Code in order to maintain the tax exempt status of the Bonds;
- (e) to provide for the issuance or incurrence of Parity Bonds; and
- (f) to make any other change that does not materially adversely affect the rights of any of the owners of the Bonds.

Section 14. Amendment of Resolution Requiring Consent. In addition to amendments to this Resolution authorized by Section 13 hereof, this Resolution may be amended from time to time if such amendment shall have been consented to by the holders of not less than two-thirds in principal amount of the Bonds at any time outstanding, but this Resolution may not be so amended without the consent of the holders of 100% in principal amount of the Bonds at the time outstanding in such manner as to:

- (a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payments;
- (b) Materially affect the rights of the holders of less than all of the Bonds then outstanding; and
- (c) Reduce the percentage of the principal amount of the Bonds.

Whenever the School District shall propose to amend or modify this Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be mailed to each

of the owners of the Bonds at the addresses appearing on the registration books of the School District held by the Bond Registrar and also to the Purchaser. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the Board Secretary.

If the owners of not less than two-thirds in aggregate principal amount of the Series 2022 Bonds outstanding at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, no owner of any Series 2022 Bonds shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the School District from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Series 2022 Bond pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Series 2022 Bond during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of not less than two-thirds in aggregate principal amount of the Series 2022 Bonds outstanding as in this section defined, shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 15. Tax Exemption. It is the intention of the School District that interest on the Series 2022 Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the School District covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2022 Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the School District are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

The School District hereby designates the Series 2022 Bonds as "Qualified Tax Exempt Obligations" as that term is used in Section 265(b)(3)(B) of the Internal Revenue Code.

Section 16. Continuing Disclosure. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, it has

reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule because the issue is issuable in minimum denominations of \$100,000 (subject to certain qualifications regarding deep discount securities) and (i) are sold in a limited private placement; or (ii) have a maturity of nine months or less; or (iii) are subject to tender at par at the option of the holder at least every nine months.

On the date of issuance and delivery of the Series 2022 Bonds, the School District will execute and deliver a Continuing Disclosure Certificate pursuant to which the School District will undertake to comply with the Rule. The School District covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the School District are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 17. Disposition of Bond Proceeds; Arbitrage Not Permitted. The School District certifies and covenants with the holders of the Series 2022 Bonds from time to time outstanding that the School District, through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) will comply with all representations, covenants and assurances contained in the tax certificate, which tax certificate shall constitute a part of the contract between the School District and the owners of the Series 2022 Bonds; (c) will consult with bond counsel as necessary to comply with the provisions of this Resolution; (d) will pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Series 2022 Bonds; (e) will file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, will employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the School District in such compliance.

Section 18. Discharge and Satisfaction. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds, or any of them, in any one or more of the following ways:

- (a) By paying the Bonds when the same shall become due and payable; or
- (b) By depositing in trust with the Board Secretary or Treasurer, the Paying Agent or a corporate trustee or escrow agent designated by the School District for the payment of the Bonds and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the Bonds may be redeemed, all of the Bonds outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any, that may be payable on the redemption of all the Bonds to be redeemed and notice of redemption of the Bonds shall have been previously given as provided herein.

Upon such payment or deposit of money or securities provided by this section, all liability of the School District with respect to the redeemed, prepaid or defeased Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited. The sufficiency of the money or securities so deposited shall be verified by an independent financial consultant or independent certified public accountant, unless the full redemption price in cash is so deposited (or gross funded) pursuant to this section.

Notwithstanding anything in this Section 18 to the contrary, if the amount held in such deposit shall at any time be insufficient for any reason to pay the principal and interest on the Series 2022 Bonds when due as provided in this Section 18, the School District shall immediately deposit the amount of any such shortfall as provided herein on or prior to the applicable due date.

Section 19. Execution of Documents. The President and the Board Secretary (or their designee) are hereby authorized to execute and deliver any and all agreements, documents and instruments required related to the issuance of the Series 2022 Bonds and to carry out the purposes set forth in this resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 20. Severability. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 21. Conflicting Resolutions. All resolutions and orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 22. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved on November 14, 2022.

President, Board of Directors

Attest:

Board Secretary

STATE OF IOWA
COUNTY OF LINN SS:
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

I, the undersigned Board Secretary of the Cedar Rapids Community School District, do hereby certify that there is not pending or threatened any question or litigation whatsoever touching the legality or enforceability of the School Infrastructure Tax and that there are no Bonds or other obligations of any kind now outstanding which are payable from or constitute a lien upon the School Infrastructure Tax Revenues to be received by the School District, except for the School District's (1) present issue of School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2022, (2) Taxable School Infrastructure Sales, Services and Use Tax Revenue Bonds (Qualified School Construction Bonds – Direct Pay), Series 2010, (3) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2019, (4) School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B, (5) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2020A, (6) School Infrastructure Sales, Services and Use Tax Revenue and Refunding Bonds, Series 2020B, and (7) School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2021.

WITNESS MY HAND this _____ day of November, 2022.

Board Secretary

MOMENT OF SILENCE

RECESS

RECONVENE

LEARNING & LEADERSHIP

BA-23-091/02 Facility Master Plan Update (Jon Galbraith)

Exhibit: BA-23-091/02.1-16

Information Item

Pertinent Fact(s):

The Board will be provided with an opportunity to discuss the Facility Master Plan information update.

Facility Master Plan

Secondary School Focus

Board Update

November 14, 2022



Cedar Rapids
Community School District

Every Learner: Future Ready

Agenda

- Connection to Strategic Plan
- Purpose & Vision
- Timeline
- Final Committee Recommendation
- Committee Member Perspectives
- MS Administration Perspective
- HS Administration Perspective

CRCS D STRATEGIC PLAN

FIVE YEAR STRATEGIC PLAN SYSTEM INDICATORS:

EQUITY

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 37.8% → 2022 30.2%
average gap

PROFICIENCY

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

GRADUATION RATE

By June 2022, CRCS D 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
- Digital Literacy and Technology Plan
- 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.



Cedar Rapids
Community School District

Every Learner. Future Ready

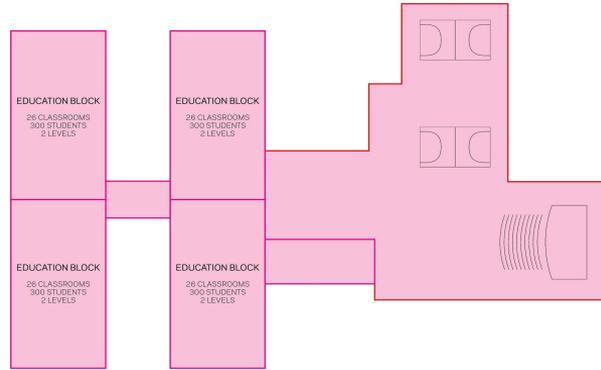
Purpose & Vision

- Opportunity and Access
- Every Learner. Future Ready.
- Continually Assess Condition of Facilities, Enrollment, and Population
- Project Future Needs of Our Students, Our District, Our Community, and Economic Development

Middle School



New Building @
Wilson Site – 600
students

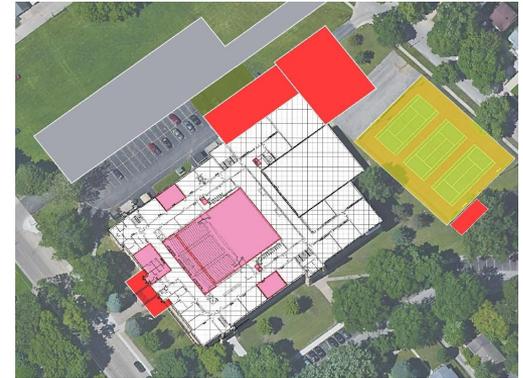


New Building @ New Site
- 1200 students

- McKinley - Transition to City View HS and Metro Alternative HS
- Harding - Repurposed
- Roosevelt - Stay in service until 2nd step in Taft Project (additional ask)
- Track and Field Renovations (5 Locations)

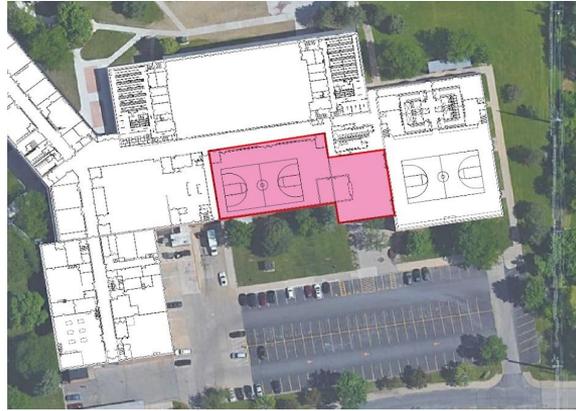


Taft Renovation &
Addition - Interim



Franklin Addition &
Renovation

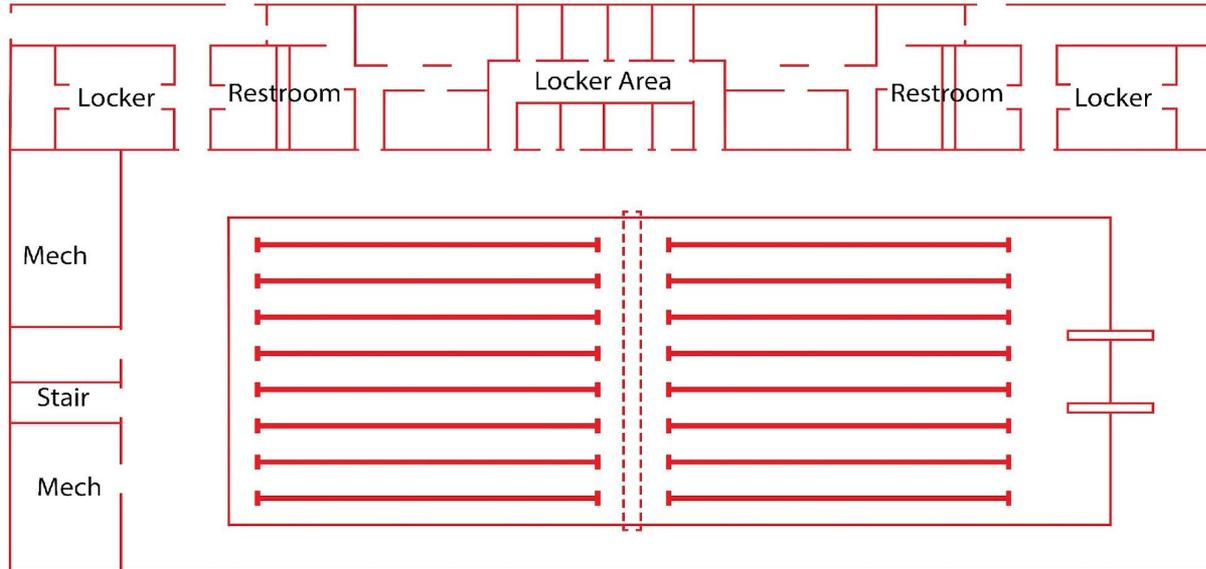
High School



Activity Area Renovation – Washington, Jefferson & Kennedy

- New Turf Fields - Washington, Jefferson & Kennedy
- Cafeteria/Kitchen Renovation - Kennedy
- Gym Updates - Metro

District



Aquatic Center

- Both swim team and diving team from 2 schools can practice simultaneously
- Meets scheduled so no more than 2 of the 3 schools have a home meet a week. (Similar to Kingston scheduling)
- Meets start at 6:00 so other school and MS can practice right after school or in the morning.

Finance - Costs

Construction Costs

Land Acquisition - New Site	\$2,250,000
New Building (600 Student) @ Wilson Site	\$60,825,000
New Building (1200 Student) @ New Site	\$88,875,000
Franklin Renovation (600 Student)	\$30,000,000
Taft Renovation (Step 1)	\$16,600,000
MS Track & Field (5 Locations)	\$4,375,000
HS Activity Areas (3 Locations)	\$3,258,489
HS New Turf Field (3 Locations)	\$7,988,600
Kennedy Cafeteria/Kitchen Renovation	\$2,370,410
Metro Gym Updates	\$779,100
New Aquatic Center	\$19,350,000
Market Contingency - 10%	\$23,667,159
TOTAL ESTIMATED CONSTRUCTION COST	\$260,338,759

Other Costs

20% Allowance (FFE, Permits, Design Fees, City Requirements, etc)	\$52,067,752
TOTAL PROJECT COST	\$312,406,511

Finance - Tax Implications

TAX IMPACT (Using 1/1/21 Valuations & Rollback Percentages)

Cedar Rapids Community School District, Iowa

\$312M - stretch sales out to keep to \$2.70 tax rate

	<u>Amount (\$)</u>	<u>per \$1000</u>
Current Debt Levy		0.00
Estimated New Debt Levy		2.70
Estimated Increase:	0	2.70

1/1/2021 Assessed Value	1/1/2021 Rollback Percentage	1/1/2021 Taxable Value	Less: Est. Homestead Credit (1)(2)	Net Taxable Value	Estimated Tax Rate Increase per \$1,000	Annual Additional Tax	Monthly Additional Tax
Residential Property							
100,000	x 54.1302%	= 54,130	- 4,850	= 49,280	x 2.70	= 133.06	11.09
125,000	x 54.1302%	= 67,663	- 4,850	= 62,813	x 2.70	= 169.59	14.13
150,000	x 54.1302%	= 81,195	- 4,850	= 76,345	x 2.70	= 206.13	17.18
175,000	x 54.1302%	= 94,728	- 4,850	= 89,878	x 2.70	= 242.67	20.22
200,000	x 54.1302%	= 108,260	- 4,850	= 103,410	x 2.70	= 279.21	23.27
250,000	x 54.1302%	= 135,326	- 4,850	= 130,476	x 2.70	= 352.28	29.36
300,000	x 54.1302%	= 162,391	- 4,850	= 157,541	x 2.70	= 425.36	35.45
350,000	x 54.1302%	= 189,456	- 4,850	= 184,606	x 2.70	= 498.44	41.54
400,000	x 54.1302%	= 216,521	- 4,850	= 211,671	x 2.70	= 571.51	47.63
450,000	x 54.1302%	= 243,586	- 4,850	= 238,736	x 2.70	= 644.59	53.72

Committee Member Perspectives



**Cedar Rapids
Community School District**

Every Learner: Future Ready

Middle School Perspective

- Equity of programming & staffing
- Safety/Security
- Increased opportunities for collaboration, enhanced space utilization
- Athletics and Fine Arts

High School Perspective

Next Steps

- December - Ask the Board to vote on the approval of the FMP and to set the timeline going forward.

Feedback & Questions

Board Member Questions and Responses - FMP November 14, 2022

<p>What conversations have been had about the effects of larger middle schools on "sense of belonging" for students, that we previously have been presented data that suggests the transition to middle school is already a problem for students in our system?</p>	<p>The Task Force spent significant time discussing the size of the Middle School concept. As Superintendent Bush shared, she saw opportunities for students in these larger buildings in terms of what could be offered. She understood that cross training, sharing of resources, and access to many programs would benefit from the larger overall building and staff. We also discussed that the design of the buildings leverage opportunities to create "wings" or "pods" or "communities". So that the student benefits from smaller learning communities in the larger building at the same time they are benefiting from expanded curricular activities, exposure, and programs.</p>
<p>With our historic buildings already existing in the core of Cedar Rapids, what is the rationale for shutting down McKinley and later Roosevelt and busing those schools farther away, as opposed to busing students from outside the city's core into the existing schools?</p>	<p>One of the main goals of the committee was to reduce the number of middle school buildings in our District. The rationale for this was current capacity of the buildings vs students enrolled both currently and enrollment projections. The staffing in buildings was also taken into consideration. When reducing the number of buildings we are able to provide equitable services at all buildings. Operational and maintenance costs were also a consideration in the decision to reduce the number of middle school buildings. After that goal was established, along with the goal of providing a feeder system from middle school to high schools, there was an exercise to determine the location and number of buildings at the middle school level. These changed multiple times and took many meetings to land where we are today. A few of the difficulties were location of current district property, size of current district property, cost, availability of potential new property and location of potential new property.</p>
<p>Was consideration given to the transportation needs to students in Wellington Heights and other neighborhoods that serve McKinley, many of whom walk to school from what previously has been shown to be a densely populated area?</p>	<p>As presented to the Facilities Task Force, the availability of bus drivers has made transportation difficult for the district. The good news is that hiring has improved, and the deficit of drivers is shrinking. The district remains committed to providing access to programs and activities to all Cedar Rapids students. As the Secondary Plan unfolds, the district will continue to study access, and be dedicated to addressing bus routes, transportation availability, and schedules that will allow access.</p>
<p>For High Schools and Middle Schools that will remain in service, will these projects bring all existing code deficiencies up to modern standards?</p>	<p>The Task Force had the very difficult assignment of prioritizing needs at all secondary schools. In the end, the consensus was that addressing the Middle Schools and a feeder program were a high priority. The High Schools will still reap benefit from the plans. The construction of a district Aquatic Center will allow the repurposing of that space within the three comprehensive high schools. This space will be repurposed to provide opportunities to many more students on a consistent basis throughout each and every school day. These spaces will provide opportunity for activities like Cheer and Dance to have practice spaces. It will allow for added curricular spaces and collaboration spaces. It will be tailored to the specific needs of each building. Each comprehensive high school will also benefit from the addition of a turf practice field that will serve not only athletics, but also marching band and PE activities. Metro, the district's alternative high school will benefit through the improvement of their gym.</p>
<p>If the plan is to continue the programs, how will existing magnet programs at Roosevelt and McKinley, that we are planning expansions of at this time, be transferred to new buildings?</p>	<p>The magnet programs will be maintained as programs but will shift locations.</p>
<p>"I will tell you point blank, we've got a vote coming up to invest in the Cedar Rapids Community School District, and it's going to get shot down. And those same people who will vote against it are going to ask 'Why can't you beat the Des Moines teams?' - CRK FB Coach Brian White Are there members of the board, administration, or members of the community who have reached out to the board or administration who share the view suggested in the quote that one of the purposes of the bond vote is so the HS football teams can win more games?"</p>	<p>This view point is one example from one staff member of the District with the lens of a football coach on how this will effect the student athletes that he coaches.</p>
<p>What is the total estimated cost of bonds being sought, and what will the total cost with interest to pay those bonds back be?</p>	<p>\$312.5 million in principal, \$147 million in interest.</p>
<p>How have cost estimates changed in the last year? Specifically how has inflation changed the cost of building, and how have interest rate increases changed the cost of borrowing?</p>	<p>Within the cost estimates are built in contingency dollars to address market fluctuations.</p>
<p>What conversations have been had about tax rates and other needs for the community with leaders from the city and county?</p>	<p>A meeting is currently in the process of being scheduled with City leaders after the Thanksgiving Holiday.</p>
<p>With the recent shift to 1-1 technology, have there been conversations about whether or not such a large infrastructure project centered around traditional students-in-building education is the right path? For example, the plans presented for the City View magnet include expanded online learning, is this a path we envision only for magnet school students, and not the wider population?</p>	<p>1:1 technology is a standard in education now. The idea of blended learning, integrating technology in individual settings, small or large group settings, or classroom delivery is a given in schools now. New schools are designed with blended learning in mind. Offering traditional classrooms, in addition to small group and large group collaboration zones. They also offer spaces for kids to work independently and have more agency in their day. Online learning in some capacity was happening prior to the pandemic, and will certainly continue to be part of instruction. Whether that is access to online learning at a college, or accessing students across the country for focus groups, or working remotely when in-person attendance challenges occur, spaces for online are incorporated in school design.</p>
<p>Unless I see a lot more information regarding closing McKinley I will not vote to support a plan that does so. Many families in this area have significant financial insecurities that are often expressed in a lack of access to transportation. While the district will bus students, I have concerns about before and after school activities as well as parent involvement at conferences and other events. I understand McKinley is landlocked and there are limited options. However, again, unless I receive a lot more information that supports this action I cannot in good conscience knowingly provide an additional hardship to these citizens. Also I am aware that the facilities task force doesn't look at factors such as this, they need full consideration before any plan is presented for vote and passed on as a GO Bond.</p>	<p>The McKinley site and facility is beloved in Cedar Rapids. It represents a wonderful history of education. The Task Force as well as the district administration recognize that there can be a continued impact to education in the city, through using its location and attributes to house unique and specialized learning opportunities. Right now, the thought is that the center could become home to magnet programs like BIG and City View. There are no plans to remove McKinley from the district's inventory of facilities.</p>
<p>In addition I think it would be appropriate to gather input from staff from west willow and maple grove. Maple grove has quite a few design flaws like: Playground immediately up to classroom windows of 2nd grade Curtains not allowed unless across from a bathroom. God forbid someone gets in there is no place to shelter. Kitchen staff feels disconnected from the school 2 toilets per bathroom. 4 bathrooms on second floor. 8 seats for 250-300 kids. Similar downstairs. Young students all go to bathroom, get drinks before/after playground. Logistical nightmare. I'm sure staff would have more to share</p>	<p>The staff and administrators of both Maple Grove and West Willow participated in programming meetings to identify priorities in the building. There are many factors that lead to a final design and layout of the building, including: Site, Code, Safety, Visibility, and Curriculum and Learning. This process has happened with all projects in the past and will continue going forward including the projects stated in the Bond proposal.</p>

<p>Can we get more info about how practice and meet scheduling will be done at the aquatic center? Seems like getting all the teams scheduled in to practice at one facility might be tough. Will transportation be provided to swimmers, both for practices and for meets?</p>	<p>With this pool structure, at least 2 teams would be able to practice at the same time. The separate diving well allows for diving and swimming practices to happen at the same time - something we cannot do right now without cutting the number of lanes in half for swimmers to use. As it stands right now, if my diving team and swim team were to practice at the same time, I would have 3 lanes for 20 swimmers (we would have to split practices) and three lanes being taken up by diving practice (unavailable for swimmers to use). In the new aquatic center - two schools can practice at the same time - 2 boards for the divers of both schools to share and each team having 8 lanes to practice in. There would be morning practice options available as well as early and late practice shifts in the afternoon. The early/late in the afternoons is not any different than our boys and girls basketball teams must do in their shared gym spaces. When middle school programs start up, they would take an early shift, say from 3:15-4:15 pm. They could all practice in this time slot - or some could practice in the morning and be bused to school after practice. One HS practice slot could then be from 4:15-6:15 pm, the 2nd slot from 6:15-8:15 pm. Meets would be scheduled so that no more than 2 of the 3 schools have a home meet in a block (a week). If 2 schools have a home meet in the same block, one would be on Tuesday night, the other on Thursday night. This is exactly how we currently manage Kingston being shared in football. Meets do not start until 6 pm - so if teams need to practice, they could do so between 3-5:45 pm. The competition pool would be used for warmups for the teams competing in the meet. Morning practices are always an option to manage the busy nights.</p>
<p>What sort of investment would be needed to convert McKinley into City View?</p>	<p>The investment to transition McKinley into City View/Metro hasn't been studied and isn't part of the Bond ask. If the bond passes that a study would be conducted to give us that information. The funding for that would be from other sources; possibilities could PPEL, SAVE, and Grant Funds.</p>
<p>What kind of polling and or input sessions have we had at McKinley? Seems this is the hardest aspect of FMP for the community. What have the parents and teachers had to say? Was an alternative to closing McKinley considered? If so, what was it?</p>	<p>There was a staff input held at McKinley. We elected to have community open houses at all 3 of the high schools along with 2 virtual open houses in attempt to reach as much of the community as possible. The FMP committee went through many exercises to determine the best locations for the middles schools moving forward, that was very difficult work due to the current placement of the buildings within our communities and in relation to our high school attendance centers.</p>
<p>Do we have any idea how many McKinley students walk to school?</p>	<p>157 out of 450 students are bus riders. I spoke with Principal Martinez and their best guess as it can vary greatly from today and they don't specifically track the number of walkers vs. parent pickup/dropoff is that the remaning is 50/50 split so that gives us 146 walkers.</p>
<p>If we put a new building on the Wilson site would the current building have to be demolished?</p>	<p>In order to build a new building at the Wilson site that is equitable with the other new buildings, the existing Wilson building would need to be demolished.</p>



SCHOOL BOARD CALENDAR

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

2022 - NOVEMBER

Monday	Nov 14	5:30 pm 5:40 pm	Board Annual Meeting Regular Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Wednesday	Nov 16		IASB Pre-Convention Workshops	Iowa Events Center Des Moines
Wednesday	Nov 16		UEN Annual Meeting	Hilton Des Moines
Thursday	Nov 17		IASB Annual Convention	Iowa Events Center Des Moines
Monday	Nov 21	5:00 pm	Special Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Thurs/Fri	Nov 24/25		Holiday	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 Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Thursday	Jan 12	7:00 pm	Metro High School Winter Graduation	DoubleTree Hotel 350 First Ave NE
Monday	Jan 23	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW

ADJOURNMENT – President David Tominsky

Board Meeting: Monday, November 14, 2022