

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, August 14, 2023 @ 5:30 p.m.**

A G E N D A

CALL TO ORDER (President David Tominsky)

APPROVAL OF AGENDA (President David Tominsky)

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

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

CONSENT AGENDA

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SCHOOL BOARD CALENDAR/ADJOURNMENT (President David Tominsky)

AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the amended agenda of Monday, August 14, 2023, 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 Grover/Board of Directors)

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

CONSENT AGENDA

BA-24-000/02 Minutes – Board Meeting on July 17, 2023 and Special Meetings on July 26, 2023, July 31, 2023 and August 7, 2023 (Ryan Rydstrom)

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 Board Meeting held on July 10, 2023 and Special Meetings on July 26, 2023, July 31, 2023 and August 7, 2023.

Board Meeting: Monday, August 14, 2023

CONSENT AGENDA

BA-24-001/02 Approval of Claims Report - June 2023 (Karla Hogan)

Exhibit: BA-24-001/02.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of June 1 - 30, 2023 totaled \$25,292,543.03.

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 June 30, 2023.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending June 30, 2023**

	<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 06/02	\$ 7,428.16	\$ -	\$ -	\$ 76.22	\$ 36.15	\$ -	\$ 7,540.53
Period Ending 06/09	16,965.85	372.96	-	530.00	-	-	17,868.81
Period Ending 06/16	16,067.60	281.88	-	290.00	-	-	16,639.48
Period Ending 06/23	7,745.57	600.00	-	18,660.16	23.75	-	27,029.48
Period Ending 06/30	7,081,056.15	70,293.34	87,731.71	53,087.14	152,397.06	-	7,444,565.40
Approved Warrants and Voids							
Period Ending 06/02	\$ 180,679.48	\$ 30,036.18	\$ -	\$ 363,815.50	\$ 123,724.02	\$ -	\$ 698,255.18
Period Ending 06/09	646,985.45	51,473.14	2,000.00	886,754.29	136,849.25	-	1,724,062.13
Period Ending 06/16	692,970.01	57,646.12	69,620.06	115,529.90	32,904.49	-	968,670.58
Period Ending 06/23	582,901.45	28,923.86	-	319,869.64	1,518.80	-	933,213.75
Period Ending 06/30	3,250,882.81	33,253.13	2,777.19	1,951,797.85	41,384.04	-	5,280,095.02
	\$ 12,483,682.53	\$ 272,880.61	\$ 162,128.96	\$ 3,710,410.70	\$ 488,837.56	\$ -	\$ 17,117,940.36
Payrolls - Net	<u>7,925,675.47</u>	<u>1,667.98</u>	<u>547.13</u>	<u>-</u>	<u>246,712.09</u>	<u>-</u>	<u>8,174,602.67</u>
Total Expenditures	<u>\$ 20,409,358.00</u>	<u>\$ 274,548.59</u>	<u>\$ 162,676.09</u>	<u>\$ 3,710,410.70</u>	<u>\$ 735,549.65</u>	<u>\$ -</u>	<u>\$ 25,292,543.03</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
June 2, 2023

	<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	\$ 7,428.16	\$ -	\$ -	\$ 76.22	\$ 36.15	\$ -	\$ 7,540.53
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 180,679.48	\$ 30,036.18	\$ -	\$ 363,815.50	\$ 123,724.02	\$ -	\$ 698,255.18
Total	<u><u>\$ 188,107.64</u></u>	<u><u>\$ 30,036.18</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 363,891.72</u></u>	<u><u>\$ 123,760.17</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 705,795.71</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 9, 2023

	<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	\$ 16,965.85	\$ 372.96	\$ -	\$ 530.00	\$ -	\$ -	\$ 17,868.81
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 646,985.45	\$ 51,473.14	\$ 2,000.00	\$ 886,754.29	\$ 136,849.25	\$ -	\$ 1,724,062.13
Total	<u><u>\$ 663,951.30</u></u>	<u><u>\$ 51,846.10</u></u>	<u><u>\$ 2,000.00</u></u>	<u><u>\$ 887,284.29</u></u>	<u><u>\$ 136,849.25</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,741,930.94</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 16, 2023

	<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	\$ 16,067.60	\$ 281.88	\$ -	\$ 290.00	\$ -	\$ -	\$ 16,639.48
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 692,970.01	\$ 57,646.12	\$ 69,620.06	\$ 115,529.90	\$ 32,904.49	\$ -	\$ 968,670.58
Total	<u><u>\$ 709,037.61</u></u>	<u><u>\$ 57,928.00</u></u>	<u><u>\$ 69,620.06</u></u>	<u><u>\$ 115,819.90</u></u>	<u><u>\$ 32,904.49</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 985,310.06</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 23, 2023

	<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	\$ 7,745.57	\$ 600.00	\$ -	\$ 18,660.16	\$ 23.75	\$ -	\$ 27,029.48
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 582,901.45	\$ 28,923.86	\$ -	\$ 319,869.64	\$ 1,518.80	\$ -	\$ 933,213.75
Total	<u><u>\$ 590,647.02</u></u>	<u><u>\$ 29,523.86</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 338,529.80</u></u>	<u><u>\$ 1,542.55</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 960,243.23</u></u>

Cedar Rapids Community School District
List of Paid Bills for Period Ending
June 30, 2023

	<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	\$ 29,490.58	\$ -	\$ -	\$ 9,331.46	\$ 19.38	\$ -	\$ 38,841.42
ACH Payments	7,051,565.57	70,293.34	87,731.71	43,755.68	152,377.68	-	7,405,723.98
Approved Warrants and Voids (Entered By Batch)							
Warrants	\$ 3,224,988.15	\$ 33,730.13	\$ 2,681.63	\$ 1,951,797.85	\$ 40,907.09	\$ -	\$ 5,254,104.85
Payroll Deduction	62,734.39	-	95.56	-	476.95	-	63,306.90
Voids	(36,839.73)	(477.00)	-	-	-	-	(37,316.73)
Total	<u>\$ 10,331,938.96</u>	<u>\$ 103,546.47</u>	<u>\$ 90,508.90</u>	<u>\$ 2,004,884.99</u>	<u>\$ 193,781.10</u>	<u>\$ -</u>	<u>\$ 12,724,660.42</u>

CONSENT AGENDA

BA-24-005/02 Investments Report – June 2023 (Karla Hogan)

Exhibit: BA-24-005/02.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of June 2023. Investments purchased during the month totaled \$95,476.91 and investments redeemed during the month totaled \$7,000,000. The current interest rate for US Bank is 4.970%, in comparison to 1.243% at US Bank in June 2022. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for June 2023 is 4.773%, in comparison to 0.807% in June 2022.

INVESTMENTS - June 2023

				<u>TOTAL INVEST</u> (Purchases)	<u>TOTAL REDEEM</u> (Maturities)	
<u>General fund</u>						
Redeem	June 8, 2023	\$	5,000,000.00	US Bank	-	5,000,000.00
Redeem	June 29, 2023	\$	1,000,000.00	US Bank	-	1,000,000.00
Interest	June 30, 2023	\$	54,621.66	ISJIT June'23 Int	54,621.66	-
				Fund Total	<u>54,621.66</u>	<u>6,000,000.00</u>
<u>Management Fund</u>						
N/A						
				Fund Total	<u>-</u>	<u>-</u>
<u>Student Activity Fund</u>						
Interest	June 30, 2023	\$	5,396.38	US Bank	\$ 5,396.38	
				Fund Total	<u>5,396.38</u>	<u>-</u>
<u>Food & Nutrition Fund</u>						
N/A						
				Fund Total	<u>-</u>	<u>-</u>
<u>Daycare Fund</u>						
Interest	June 30, 2023	\$	2,509.27	US Bank	2,509.27	
				Fund Total	<u>2,509.27</u>	<u>-</u>
<u>Secure an Advanced Vision for Education Fund (SAVE)</u>						
Interest	June 30, 2023	\$	32,949.60	US Bank	32,949.60	-
				Fund Total	<u>32,949.60</u>	<u>-</u>
<u>Physical Plant & Equipment Fund (PPEL)</u>						
Redeem	June 29, 2023	\$	1,000,000.00	US Bank	-	1,000,000.00
				Fund Total	<u>-</u>	<u>1,000,000.00</u>
<u>Debt Services Fund</u>						
N/A						
				Fund Total	<u>-</u>	<u>-</u>
<u>GRAND TOTAL</u>					<u>\$ 95,476.91</u>	<u>\$ 7,000,000.00</u>

CONSENT AGENDA

BA-24-009/02 Personnel Report (Darius Ballard)

Exhibit: BA-24-009/02.1-10

Action Item Motion/2nd/Roll Call

Recommendation:

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

APPOINTMENTS - SALARIED STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Andrews, Sarah	\$47,410.00	1st Grade Garfield	8/9/2023
Ball, Keena	\$47,410.00	Language Arts Franklin	8/9/2023
Bellah, Cabeza, Cynthia	\$50,000.00	Engagement Specialist Erskine	8/17/2023
Banwart, Carmen	\$68,860.00	Strat II BD Hiawatha	8/9/2023
Brunson, Ann	\$2,413.00	Choreographer Kennedy	2023-2024 School Year
Butikofer, Eric	\$68,860.00	Facilitator/Science Jefferson	8/9/2023
Campbell, Quilynda	\$3,361.00	Volleyball MS Roosevelt	2023-2024 School Year
Clark, Kyle	\$3,878.00	Wrestling MS Harding	2023-2024 School Year
Crumly, Jennifer	\$57,360.00	Math (ESSER) Kennedy	8/9/2023
Colbert, Marcus	\$47,000.00	Engagement Specialist Kennedy	8/17/2023
Colling, Matthew	\$47,410.00	Language Arts Jefferson	8/9/2023
Deegan, Elizabeth	\$5,517.00	Student Government Jefferson	2023-2024 School Year
Dixon, Anthony	\$1,603.00	Football Assistant Jefferson	2023-2024 School Year
Faulkner, Kimberly	\$56,700.00 Prorated	Math/Reading (ESSER 0.5 FTE) Harding	8/17/2023
Fiorini, Andrea	\$47,410.00	Kindergarten Wright	8/9/2023
Fuqua, Kimberly	\$61,860.00	Instructional Coach Johnson	8/9/2023
Gaster, Kevin	\$1,603.00	Football Assistant Jefferson	2023-2024 School Year
Gaster, Kevin	\$3,361.00	WM Basketball MS Taft	2023-2024 School Year
Hampton, Jennykaye	\$132,470.00	Principal Johnson	7/26/2023

Harms, Dylan	\$1,603.00	Football Assistant Jefferson	2023-2024 School Year
Hernandez-Zudell, Ernestina	\$79,460.00	ELL Taylor/CRA	8/9/2023
Jasti, Shalini	\$47,410.00	Science McKinley	8/9/2023
Jasti, Shalini	\$7,240.00	Speech/Debate Head Kennedy	2023-2024 School Year
Katcher, Amy	\$47,000.00	Engagement Specialist West Willow	8/17/2023
Knebel, Rodney	\$66,860.00	Language Arts/Social Studies Franklin	8/9/2023
Kottke, Julia	\$51,860.00	Math Wilson	8/9/2023
Carr, Janessa	\$105,000.00	District Safe and Secure Learning Coordinator ELSC	7/24/2023
Lewis, Jermelle	\$3,413.00	Football Assistant Jefferson	2023-2024 School Year
Maas, Cierra	\$2,689.00	WM Swim Assistant Jefferson	2023-2024 School Year
McEniry, James	\$3,361.00	MN Tennis MS McKinley	2023-2024 School Year
Miller, Aaron	\$5,947.00	Middle School Activities Coordinator Wilson	2023-2024 School Year
Monnahan, Myles	\$3,361.00	WM Basketball MS McKinley	2023-2024 School Year
Monnahan, Myles	\$3,361.00	WM Soccer MS McKinley	2023-2024 School Year
Nekvinda, Jody	\$5,172.00	Drama MS Harding	2023-2024 School Year
Nowland, Samuel	\$48,000.00	Special Education Interventionist Taft	8/17/2023
Ohlmann, Amie	\$70,960.00	Language Arts Franklin	8/9/2023
Parr, Allison	\$59,360.00	Math Wilson	8/9/2023
Pikokivaka, Olivia	\$5,585.00	Volleyball Assistant Jefferson	2023-2024 School Year

Prevo, Eric	\$64,360.00	Math Franklin	8/9/2023
Roffey, Brycen	\$47,410.00	Strat II BD Franklin	8/9/2023
Senters, Travis	\$4,811.00	Football Assistant Kennedy	2023-2024 School Year
Sievertsen, Tyler	\$1,603.00	Football Assistant Kennedy	2023-2024 School Year
Slaughter, Allyson	\$64,360.00	Early Learning Truman	8/9/2023
Trickey, Ben	\$3,207.00	Football Assistant Washington	2023-2024 School Year
Vest, Anastasia	\$47,410.00	Science Roosevelt	8/9/2023
Webb, RoyShawn	\$5,999.00	MN Basketball Assistant Jefferson	2023-2024 School Year
Wissenberg, Lisa	\$7,931.00	Orchestra Jefferson	2023-2024 School Year
White, Kimberly	\$4,655.00	Vocal Music MS Roosevelt	2023-2024 School Year
Yang, Eric	\$47,410.00	Art Franklin	8/9/2023
Young, Jerry	\$73,160.00	Instrumental Music McKinley	8/9/2023

GRANTING LEAVES OF ABSENCE - SALARIED STAFF

<u>Name</u>	<u>Type of Leave</u>	<u>Assignment</u>	<u>Effective Date</u>
Lehman, Margaret	General	3rd Grade Teacher Viola Gibson	2023-2024 School Year

CHANGE OF GRADE/POSITION - SALARIED STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Lassen, Ann	\$72,045.00 (prorated)	P.A.C.T (0.3 FTE) Hoover	8/17/2023
Tanner, Maegan	\$46,000.00	Engagement Specialist Franklin	8/17/2023
Westercamp, Jessica	\$132,470.00	Principal Kenwood	8/7/2023
Wilkes, Teresa	\$50,000.00	Engagement Specialist Pierce	8/17/2023
Wissenberg, Lisa	\$64,712.00 (Prorated)	Instrumental Music (0.4) Jefferson	8/17/2023

RESIGNATIONS - SALARIED STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Barnes, Candra	Personal	Volleyball Assistant Washington	2023-2024 School Year
Becker, Caitlin	Personal	Yearbook Kennedy	2023-2024 School Year
Buchheit, Jolene	Personal	Engagement Specialist Washington	6/6/2023
Claus, Caleb	Personal	Football Assistant Jefferson	2023-2024 School Year
Duwa, Kaleb	Personal	Engagement Specialist Polk	8/18/2023
Lopez, Melissa	Personal	Special Ed Interventionist Polk	8/14/2023
Sampica, Valerie	Personal	Science Roosevelt	6/3/2023
Stulken, Stephanie	Personal	Instructional Coach Erskine	8/1/2023
Walker, Stacia	Personal	Bully and Harassment Program Coordinator ELSC	8/16/2023
Wright, Christina	Personal	Engagement Specialist Wright	6/6/2023

TERMINATION - SALARIED STAFF

<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Wiedenheft, Caitlin		Communications Director ELSC	8/31/2023

APPOINTMENTS - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
BAiley, Jeaniejo	\$15.10	FSA Maple Grove	8/22/2023
Bajet, Segundo	\$19.37	Cust II Floater ELSC	7/17/2023
Beatty, Karen	\$15.10	Paraprofessional Harding	8/22/2023
Bell, Danita	\$15.45	Paraprofessional Viola Gibson	8/22/2023
Boettcher, Renae	\$15.10	FSA Harding	8/22/2023
Bovee, Taylor	\$15.10	Paraprofessional Viola Gibson	8/22/2023

Brown, Casey	\$15.45	Paraprofessional Kennedy	8/22/2023
Buckley, Kelly	\$15.20	Paraprofessional Hoover	8/22/2023
Carnes, Zoe	\$20.55	Behavior Tech Nixon	8/22/2023
Chapman, Amber	\$15.70	Paraprofessional Kennedy	8/22/2023
Clark, Orlando	\$15.45	Bus Attendant ELSC	8/22/2023
Edwards, Whitney	\$16.36	Attendance Secretary McKinley	8/21/2023
Fairley, Destiny	\$15.10	Paraprofessional Taylor	8/22/2023
Fiser, Amy	\$15.45	Bus Attendant ELSC	8/7/2023
Fortune, Jessica	\$15.60	Paraprofessional Arthur	8/22/2023
Freeman, Michelle	\$16.77	Health Secretary Truman	8/21/2023
Fronde, Tyler	\$15.20	Paraprofessional St. Lukes	8/22/2023
Gandara, Paulette	\$15.10	Food Service Asst Hiawatha	8/22/2023
Gardner, Elizabeth	\$16.36	Media Secretary Madison	8/21/2023
Glass, Allen	\$19.37	Cust II Floater ELSC	7/24/2023
Gonzalez, Susan	\$15.10	Paraprofessional McKinley	8/22/2023
Guy, Avery	\$15.70	Paraprofessional West Willow	8/22/2023
Hassen, Rachel	\$15.10	Paraprofessional McKinley	8/22/2023
Heath, Brook	\$15.10	Food Service Asst Harding	8/22/2023
Hurych, Ashley	\$15.10	Paraprofessional McKinley	8/22/2023
Jennings, Addison	\$15.10	Paraprofessional McKinley	8/22/2023

Johnson Baburam, Shauntelle	\$15.10	Food Service Asst Washington	8/22/2023
Jordan, Amy	\$15.10	Food Service Asst Franklin	8/22/2023
Koch, Brittany	\$20.55	Behavior Tech Nixon	8/22/2023
Lagerquist, Elyce	\$16.50	Asst. Manager Harrison	8/22/2023
Leick, Nicole	\$15.00	Bus Attendant ELSC	7/24/2023
Leu, Kristen	\$15.60	Paraprofessional Garfield	8/22/2023
Lewis, Julia	\$16.36	Media Secretary Hoover	8/21/2023
Mcnamara, Mandy	\$15.45	Bus Attendant ELSC	7/24/2023
McRoberts, Nancy	\$15.45	Bus Attendant ELSC	7/24/2023
Miller-Baker, Julie	\$19.37	Cust II Washington	7/24/2023
Mindolovich, Valerie	\$15.45	Paraprofessional Truman	8/22/2023
Moses, William	\$15.45	Bus Attendant ELSC	7/24/2023
Olson, Cynthia	\$16.36	Media Secretary Cleveland	8/21/2023
Price, Patrick	\$15.10	Paraprofessional Hoover	8/22/2023
Richards, Maddison	\$15.10	Paraprofessional McKinley	8/22/2023
Salthouse, Joshua	\$19.37	Cust II Jefferson	7/24/2023
Sreedharan, Sreerekha	\$15.70	Paraprofessional Nixon	8/22/2023
Strickland, Ashley	\$15.10	Paraprofessional Cleveland	8/22/2023
Thomas, Jayden	\$15.10	Paraprofessional Kennedy	8/22/2023

Van Voltenburg	\$15.10	Paraprofessional Taft	8/22/2023
Wiley, Katelyn	\$16.77	Health Secretary Pierce	8/21/2023
Yanecek, Katilyn	\$15.10	Paraprofessional Taft	8/22/2023
CHANGE OF GRADE/POSITION - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Allen, Nicole	\$24.00	Instructional Services Assistant ELSC	8/7/2023
Aspinall, Marsha	\$20.05	Paraprofessional Hiawatha	8/22/2023
Baker, Angel	\$20.55	Behavior Tech Hiawatha	8/22/2023
Berchenbriter, Drew	\$21.26	Driver ELSC	8/22/2023
Christiansen, Joan	\$16.40	Paraprofessional Truman	8/22/2023
Chuites, Raelynn	\$15.10	Paraprofessional Harding	8/22/2023
Cohenour, Janice	\$20.96	Paraprofessional Kennedy	8/22/2023
Darie, Sarah	\$16.50	Cook Franklin	8/22/2023
Day, Nicole	\$16.36	Media Secretary West Willow	8/21/2023
Dennis, Michelle	\$20.55	Behavior Tech Erskine	8/22/2023
Engen, Elaine	\$15.70	Paraprofessional Viola Gibson	8/22/2023
Escobedo, Kay	\$20.45	Paraprofessional Kennedy	8/22/2023
Evans, Lottie	\$16.50	Cook Harding	8/22/2023
Gilligan, Kristy	\$15.45	Bus Attendant ELSC	8/9/2023
Heaverlo, Morgan	\$15.10	Food Service Attendant Roosevelt	8/22/2023
Herb, Sondra	\$16.36	Media Secretary Grant Wood	8/21/2023

Hester, Susan	\$16.40	Paraprofessional Pierce	8/22/2023
Hunt, Byron	\$19.37	Cust II Jefferson	8/5/2022
Julis, Brittany	\$15.10	Food Service Asst Van Burean	8/22/2023
Kahler, Jean	\$21.26	Driver ELSC	8/22/2023
Kalmoni, Jaeson	\$17.07	Elem Mgr City View	8/22/2023
Laird, Hannah	\$16.50	Cook McKinley	8/22/2023
McVay, Kaitlyn	\$15.30	Paraprofessional West Willow	8/22/2023
Mesch, Steffani	\$16.36	Media Secretary Nixon	8/21/2023
Mettlin, Shannon	\$16.50	Asst Manager Garfield	8/22/2023
Mullin, Brooke	\$15.90	Enrichment Coordinator Garfield	8/22/2023
Mutima, Tania	\$15.10	Food Service Asst Franklin	8/22/2023
Nath, Mary KAYe	\$16.50	Asst Mgr Franklin	8/22/2023
Reed, Candace	\$20.55	Behavior Tech Viola Gibson	8/22/2023
Ruzicka, Melissa	\$15.10	Food Service Asst Jefferson	8/22/2023
Skinner, Marilyn	\$15.45	Bus Attendant ELSC	8/9/2023
Smith, Deniece	\$15.38	Cashier Roosevelt	8/22/2023
Smith, Mai Lien	\$15.45	Bus Attendant Driver in Training ELSC	8/7/2023
Starks, Tomika	\$15.10	Food Service Asst Jefferson	8/22/2023
Steger, Randi	\$15.10	Food Service Asst West Willow	8/22/2023
Strother, Daniel	\$15.70	Paraprofessional Harrison	8/22/2023

Vissek, Dana	\$16.50	Asst Mgr Kennedy	8/22/2023
Wagner, Ami	\$15.70	Paraprofessional Kennedy	8/22/2023
Waldrep, Thomas	\$18.18	Van Driver ELSC	8/9/2023
Wedel, Denise	\$16.15	Paraprofessional Kennedy	8/22/2023
Wesbrook, Nathan	\$15.30	Paraprofessional Kennedy	8/22/2023
Winters, Eugene	\$15.30	Paraprofessional Jefferson	8/22/2023
RESIGNATIONS - HOURLY STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Anderman, Margaret	Personal	Behavior Tech Madison	6/5/2023
Armstrong, Zachary	Personal	Behavior Tech Grant Wood	6/5/2023
Brucker, Erick	Personal	Paraprofessional Jefferson	06/05/2023
Dearman, Shelby	Personal	Paraprofessional Hoover	6/5/2023
Etscheidt, Sherri	Personal	Van Driver ELSC	8/17/2023
Fehlberg, Patricia	Personal	Food Service Asst Truman	6/2/2023
Gillen, Haley	Personal	Paraprofessional Truman	6/5/2023
Glandorf, Mark	Personal	Paraprofessional Jefferson	6/5/2023
Gerard, Brittnie	Personal	Paraprofessional Kennedy	6/5/2023
Herz, Rajaa	Rescinded Resignation (Correction)	Paraprofessional Truman	07/18/2023
Keeney, Jenny	Personal	ELSC Secretary ELSC	8/11/2023
McGinty, Colleen	Personal	Food Service Asst Hoover	6/2/2023
Petersen, Stephanie	Personal	Paraprofessional West Willow	06/05/2023

Schroeder, Carrie	Personal	Food Service Asst Van Buren	7/17/2023
Sorensen, Kristine	Personal	Energy Technician ELSC	07/21/2023
Sparboe, Megan	Personal	AP Specialist Accounting	8/11/2023
Spicer, Ashli	Personal	Paraprofessional Taft	6/5/2023
Van Voltenburg, Dana	Personal	Cashier Roosevelt	7/17/2023
Yancey, Robert	Personal	Paraprofessional Washington	6/5/2023
RETIREMENTS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Pike, Bruce		Cust II Jefferson	7/14/2023
Zeanor, Kenton		Custodian Kennedy	9/8/2023
TERMINATIONS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Frazier, Kristina		Custodian I West Willow	8/4/2023
SHORT TERM CONTRACTS			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Becker, Alexis	\$10,000.00	Certification Pay	8/16/2023
Gondon, Sara	\$10,000.00	Certification Pay	8/16/2023
Pape, Samantha	\$10,000.00	Certification Pay	8/16/2023
EDUCATIONAL REIMBURSEMENT			
<u>Name</u>	<u>Reimbursement Amount</u>	<u>Block</u>	<u>Effective Date</u>
Dillon, Shawna	\$2,268.00	Block 7&8	8/1/2023
Hester, Susan	\$2,442.00	Block 7&8	8/1/2023
Novak, Alexis	\$1,221.00	Block 7	8/1/2023

CONSENT AGENDA

BA-24-024/02 Agreement – Cedar Rapids Community School District and Boys & Girls Clubs of the Corridor, Four Oaks, Jane Boyd, Kids on Course, Kids First Law Center, and Mackin - Data Sharing & Use - 2023-2024 School Year (Craig Barnum)

Exhibit: BA-24-024/02.1-25

Action Item

Pertinent Fact(s):

The Board is asked to consider the approval of the Data Sharing Agreements for Cedar Rapids Community Schools to provide the following:

1. **Boys & Girls Clubs of the Corridor** – Boys & Girls Clubs of the Corridor the data needed to provide opportunities for enrichment and academic support.
2. **Four Oaks** - This data is being shared for use in the TotalChild 2.0 program, which targets youth who are at risk of one or more of the following challenges: poverty, lack of housing, academic delays/educational under-preparedness, un/under-employment, social/mental health problems, substance use, history or victims of abuse or crime, and/or lack of neighborhood/community resources and support. This data will help provide these high-risk students with the supports necessary to succeed in school.
3. **Jane Boyd** - The purpose of this data is to provide onsite community-based support to increase student engagement and connectedness with school and decrease student involvement in violence through the coordination of resources and other joint and cooperative action between the District and Jane Boyd.
4. **Kids on Course** - pertinent student data to provide opportunities for enrichment, academic support, and parent engagement activities for the schools they serve.
5. **Kids First Law** - data needed to aid in providing conflict resolution and modeling of Tier 2/Tier 3 Restorative Practices to support student welfare and academic achievement.
6. **Mackin** - Provide library services to students grade PK-12 including a collection of age-appropriate and digital titles, print books, eBooks, audiobooks, Read-Alongs, educational videos, and online databases.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing and Use Agreements between the Cedar Rapids Community School District and Boys & Girls Clubs of the Corridor, Four Oaks, Jane Boyd, Kids on Course, Kids First Law, and Mackin for the 2023-2024 School Year.

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Boys & Girls Clubs of the Corridor (Recipient), having as its principal place of business 420 6th St SE, STE 240 Cedar Rapids, IA 52401 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** Boys & Girls Clubs of the Corridor will use this data to provide opportunities for enrichment and academic support.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Discipline Data: Major Referrals and Suspensions

Academic Data: Standardized test data (FAST, ISASP) as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above.

Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.

- Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Sarah Hoeger

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Boys & Girls Clubs of the Corridor Administrative Office 420 6th Street SE, Suite 240 Cedar Rapids, IA 52401 Office: 319.363.5766</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By: John Thi

Date: 7/13/2023

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Four Oaks Family and Children's Services (Recipient), having as its principal place of business 5400 Kirkwood Blvd. SW, Cedar Rapids, IA 52404 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** This data is being shared for use in the TotalChild 2.0 program through Four Oaks Family and Children's Services. This program targets youth who are at risk of one or more of the following challenges: poverty, lack of housing, academic delays/educational under-preparedness, un/under-employment, social/mental health problems, substance use, history or victims of abuse or crime, and/or lack of neighborhood/community resources and support. This data will help provide these high-risk students with the supports necessary to succeed in school.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

Student name, Student ID, mailing address, phone number, email address, FAST reading scores
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. A list of high-risk students will be procured by the Cedar Rapids Community School District's Data Department based off of the above criteria. However, the listed risk factors will not be divulged to Recipient. Only the contact information for this list will be shared.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:

- Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
- Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Jamie Robinson, Four Oaks Family and Children's Services TotalChild Strategy Officer

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
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 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

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- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.


X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Jamie Robinson TotalChild Strategy & Operations Officer Four Oaks Family and Children's Services 5400 Kirkwood Blvd. SW Cedar Rapids, IA 52404</p>
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PROVIDER:
Cedar Rapids Community School District
By: _____
Board Secretary

Date: _____

RECIPIENTS:
By: 
Date: 7/28/2023

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Four Oaks Family and Children's Services dba Jane Boyd (Recipient), having as its principal place of business 943 14th Ave SE Cedar Rapids, IA 52401 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipient's use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this data is to provide onsite community-based support to increase student engagement and connectedness with school and decrease student involvement in violence through the coordination of resources and other joint and cooperative action between the District and Jane Boyd.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

The following data will be shared for students participating in the program.
Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Health Office Data: Visit counts by month with no further detail

SEB Data: SEB Data collected by the District (only for participants in the mental health programming)

Discipline Data: Major Referrals and Suspensions (only for participants in the equity programming)

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider

can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
- Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
 - Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
 - Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
 - Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Megan Isenberg

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.

- If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL


- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Megan Isenberg Program Director Four Oaks Family and Children's Services 943 14th Ave SE Cedar Rapids, IA 52401 319-366-1408 misenberg@janeboyd.org</p>
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PROVIDER:
Cedar Rapids Community School District
By: _____
Board Secretary
Date: _____

RECIPIENTS:
By: 
Date: 7/31/2023

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Kids on Course, aka KOC (Recipient), having as its principal place of business PO Box 2336, Cedar Rapids, IA 52406 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** It is the mutual desire of the District and Foundation to provide opportunities for enrichment, academic support, and parent engagement activities for the CRA Taylor, Harrison, Hoover, Grant, Van Buren, Roosevelt, Wilson, Jefferson and Kennedy school communities through KOC.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:

The following data will be shared for students participating in the program.

Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status

Attendance Data: Attendance in the form of days missed and days attended

Discipline Data: Major Referrals and Suspensions

SEB Data: SEB Data collected by the District

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP, ACT), as applicable.

All other district comparison data will be shared only at the aggregate level., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. Non-participant data will be supplied in aggregate for comparative purposes only.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
- Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
 - Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
 - Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
 - Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Eric Christenson

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

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

<u>PROVIDER:</u>	<u>RECIPIENTS:</u>
Cedar Rapids Community School District Care of Heather Marnier 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	Eric Christenson Kids on Course PO Box 2336 Cedar Rapids, IA 52406

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 7/12/23

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Kids First Law Center (Recipient), having as its principal place of business 420 6th St SE, Cedar Rapids, Iowa 52401 for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** The purpose of this Agreement is to provide data to Kids First Law Center that will aid in their mission to provide support with conflict resolution and modeling of Restorative Practices to the below schools.
 - Elementary Schools: Arthur, Erskine, Grant Wood, Hoover, Johnson STEAM Academy, and Hoover
 - Middle Schools: McKinley STEAM Academy, Franklin, Roosevelt, and Wilson
 - High Schools: Metro
 - This is a mindset shift from punitive to restorative practices through the coordination of resources and other joint and cooperative action between the District and Kids First Law Center to support student welfare and academic achievement. Any data points needed to support this mission will be supplied and are listed below.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student Data: Name, Student Number, School, Grade Level, Race/Ethnicity, Gender, IEP Status, Section 504 Status, ELL Status, Gifted Status
 - Attendance Data: Attendance in the form of days missed and days attended
 - Discipline Data: Major and Minor Referrals (including but not limited to the following details: problem/behavior, incident date, incident location, action taken, duration). Additionally, the student name will be provided to Kids First for all students with one or more major referrals. This will serve as their referral into the

program.

SEB Data: SEB Data collected by the district or the schools that is deemed appropriate and applicable.

Academic Data: Grade data, GPA data, and standardized test data (FAST, iReady, MAP, ISASP), as applicable., FAST reading scores

- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).
- c. If Free/Reduced Lunch data is needed, it will be provided in aggregate only and any sample sizes smaller than 10 will be redacted.

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above. Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.
 - Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
 - Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
 - Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
 - Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Jenny Schulz

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other

storage media.

d. **Physical Data**

- Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
- Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.

e. **Electronic Data**

- Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
- If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Kids First Law Center 420 6th St. SE Ste. 160 Cedar Rapids, IA 52401</p>
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PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: 7/16/23

DATA SHARING AND USE AGREEMENT

This Data Sharing and Use Agreement (Agreement) is entered into on the date last signed below by and between the Cedar Rapids Community School District (Provider), having as its principal place of business 2500 Edgewood Road NW, Cedar Rapids, Iowa and Mackin Educational Resources (Recipient), having as its principal place of business 3505 County Road 42 West, Burnsville, MN for the purposes set forth hereinafter. This Agreement will be in force from the date last signed below through and including 6/30/2024.

WHEREAS, Provider maintains certain data collected from various sources.

WHEREAS, Recipient wishes to receive a copy of certain data (Restricted Data).

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE AND PURPOSE

The Data requested by Recipient (defined in Section II below) is protected under the Family Educational Rights and Privacy Act of 1974 (FERPA). As such, Provider is sharing Data under the FERPA school official exception (CFR 99.31(a)(1)(i)(B)). Under this exception, the signing party is considered both a school official and to have a legitimate educational interest in the data as stated in the District's annual FERPA notification to parents and eligible students.

- a. This Agreement sets forth the terms and conditions pursuant to which Provider will disclose Restricted Data to Recipient, as well as the purposes for which Restricted Data may be used and the restrictions pertaining to Recipients use of Restricted Data.
- b. Provider agrees to provide to Recipient the Restricted Data designated in Section II.
- c. Recipient agrees to use said Restricted Data solely for the purpose described below and consistent with Recipient's obligations as set forth in Section III.
 - **Purpose:** Provide library services to students grade PK-12 including a collection of age-appropriate and digital titles, print books, eBooks, audiobooks, Read-Alongs, educational videos, and online databases.

II. RESTRICTED DATA

- a. For purposes of this Agreement, the following is designated as Restricted Data to be provided to Recipient:
 - Student/Teacher ID
 - Student/Teacher Role
 - Student/Teacher School
 - Student/Teacher First Name
 - Student/Teacher Last Name
 - Student/Teacher Email
 - Student Grad Year
 - Defined by Integration Set up: Student/Teacher Passwords, FAST reading scores
- b. Restricted Data provided to Recipient will still be under the direct control of Provider. As such Provider can make any request of aforementioned Restricted Data at any future date (i.e. wholesale revision, deletion, return, etc.).

III. RECIPIENT'S OBLIGATIONS

- a. Recipient agrees to the following with respect to its use and management of the Restricted Data:
 - Recipient agrees to use Restricted Data only for the purposes set forth in Section I above.

Specifically, use of this Data for marketing purposes is strictly prohibited under School Official Exception.

- Recipient agrees to ensure that any agent (including subcontractors) to whom it provides Restricted Data for purposes of collaborating agrees to the same conditions and restrictions that apply through this Agreement to the Recipient with respect to Restricted Data. Recipient will not otherwise disclose in any fashion Restricted Data to any person or entity.
- Recipient agrees to use Restricted Data only to the extent necessary to facilitate completion of the scope and purpose outlined in Section I. Any use beyond this scope and purpose is limited to statistical summary information and Recipient agrees not to identify or attempt to identify any individuals or families whose information may be represented in Restricted Data. If such an identification occurs inadvertently, Recipient will immediately report this event to Provider. Recipient agrees to mitigate, to the extent feasible, any harmful effect known to Recipient as a result of such inadvertent identification, including, but not limited to, holding the Provider harmless and indemnifying the Provider.
- Recipient will make no attempt to sell Restricted Data or to link it with any other dataset, unless such activity receives prior written approval from an authorized representative of Provider.
- Recipient agrees to designate an individual as its custodian of Restricted Data on its behalf, who will be personally responsible for the observance of all conditions for use and secure maintenance of Restricted Data. Recipient will identify its custodian to Provider and will notify Provider of any change of custodianship. The identified custodian's name or position is listed here: Pavel Yurevich, Director of Information Technology

IV. DATA SECURITY

- a. Recipient agrees to use appropriate safeguards to prevent use or disclosure of Restricted Data other than as provided for by this Agreement.

V. DATA DESTRUCTION

- a. Recipient agrees to destroy Restricted Data within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data and will attest in writing to such return or destruction within that time. Methods for destruction are listed in the points that follow.
- b. If Recipient has created files using Restricted Data, those files will be returned to the Cedar Rapids Community School District within thirty (30) days of the completion of the Recipient's intended use of the Restricted Data. The District will archive the file in case it is needed for future replication or evaluation of findings.
- c. Recipient agrees to destroy all personally identifiable information as it pertains to the requested data – including any copies of the information that may reside in system backups, temporary files, or other storage media.
- d. **Physical Data**
 - Recipient agrees to use secure means to render all physical paper copies of Restricted Data safe for disposal or recycling (via shredding, pulverizing, incinerating, etc.).
 - Recipient agrees to destroy all CDs, DVDs, and magneto-optical disks containing the Restricted Data by pulverizing, cross-cut shredding, or burning.
- e. **Electronic Data**
 - Recipient agrees to use appropriate data deletion methods to ensure destroyed Restricted Data cannot be recovered.
 - If possible, Recipient agrees to work with their IT Professional to ensure proper deletion of records consistent with technology best practice standards.

VI. DATA BREACHES

- a. Data breaches will be defined as an unauthorized acquisition of computerized data, or other form that was transferred from computerized form that compromises the security, confidentiality, or integrity of personal information maintained by Recipient.
- b. Recipient agrees to provide written notice to Provider of any use or disclosure of Restricted Data not provided for by this Agreement of which Recipient becomes aware within five (5) business days of its discovery.
- c. Recipient agrees to provide notices to affected individuals in the most expeditious time possible and without unreasonable delay. For breaches that require notification to more than 500 individuals, written notice must also be given to the director of the consumer protection division of the office of the attorney general within 5 business days after giving notice of the breach to any consumer.

VII. TERM AND TERMINATION

- a. This Agreement will become effective on the last date signed below and will continue through 6/30/2024.

VIII. CONTRACT BREACHES

- a. Upon material breach or violation of this Agreement by Recipient, if Recipient does not cure such breach or violation within twenty (20) business days of notice thereof from Provider, Provider may terminate this Agreement and request that Recipient destroy or return all Restricted Data provided by Provider to Recipient and by Recipient to any of its agents or subcontractors. If so requested by Provider, Recipient will ensure that all originals and copies of Restricted Data, on all media and as held by either Recipient or its agents or subcontractors, will be either returned to Provider or destroyed as requested within twenty (20) business days of termination of this Agreement and will attest in writing to such return or destruction within that time. In addition, in the event of breach or violation, regardless of whether the breach or violation results in termination, Provider may, in its sole discretion, take one or more of the following actions:
 - Prohibit Recipient from obtaining future access to Provider's data files and data elements,
 - Use any and all remedies as may be available to it under law, including seeking injunctive relief, to prevent unauthorized use or disclosure of Restricted Data by Recipient, and/or
 - Require Recipient to submit a corrective plan with steps designed to prevent any future unauthorized disclosures or uses.

IX. GENERAL

- a. The parties agree to amend this Agreement from time to time as necessary by mutual agreement to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- b. Any ambiguity in this Agreement shall be resolved to permit Provider to comply with all applicable federal and state requirements regarding privacy and confidentiality of Restricted Data.
- c. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof and shall not affect the right of either party to require performance at a later time.
- d. Neither party may assign this Agreement without prior written consent of the other party. This Agreement will be binding upon and will be for the benefit of the parties hereto and their respective successors and assigns.

X. CONTACT PERSONS

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

<p><u>PROVIDER:</u></p> <p>Cedar Rapids Community School District Care of Heather Marner 2500 Edgewood Road NW Cedar Rapids, Iowa 52405</p>	<p><u>RECIPIENTS:</u></p> <p>Mackin Educational Resources 3505 County Road 42 West Burnsville, Minnesota 55306</p>
---	--

PROVIDER:

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

RECIPIENTS:

By:  _____

Date: July 25, 2023

CONSENT AGENDA

BA-24-039 Annual Investment (Karla Hogan)

Exhibit: BA-24-039.1-2

Information Item

Pertinent Fact(s):

The report is presented annually to the Board as an information item and in accordance with Board Regulation 704.3. The average investment rate for the district was 3.86% for FY23 compared to 0.20% for FY22. The average invested principal for the District was \$103,160,256.00 for FY23 compared to \$95,606,123.00 for FY22.

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
ANNUAL INVESTMENT REPORT**

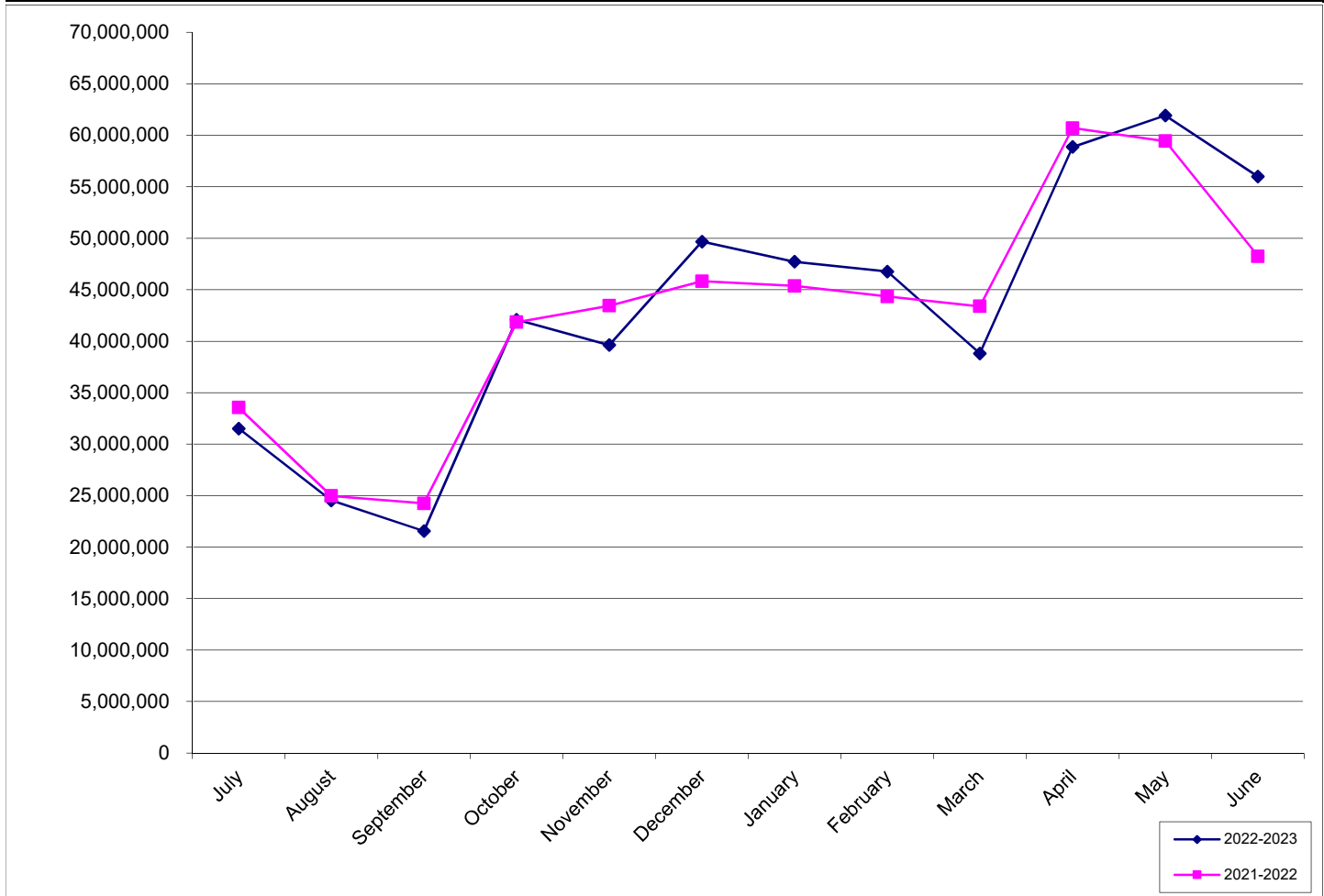
INVESTMENT EARNINGS

	<u>2022-2023</u>	<u>2021-2022</u>	<u>Increase (Decrease)</u>
<u>General and Management Funds</u>			
General Fund	\$ 911,401	\$ 49,528	\$ 861,873
General Fund - ISJIT CDs	477,067	19,375	457,692
Management Fund	<u>225,598</u>	<u>12,170</u>	<u>213,428</u>
Total General and Management Funds	<u>1,614,066</u>	<u>81,073</u>	<u>1,532,993</u>
<u>Student Activity Fund</u>	<u>32,172</u>	<u>462</u>	<u>31,710</u>
<u>Food & Nutrition Fund</u>	<u>91,297</u>	<u>2,365</u>	<u>88,932</u>
<u>Daycare Fund</u>	<u>2,509</u>	<u>-</u>	<u>2,509</u>
<u>Schoolhouse Funds</u>			
Secure an Advanced Vision for Education (SAVE) Fund	680,856	18,322	662,534
Physical Plant & Equipment (PPEL) Fund	318,503	16,811	301,692
Debt Service - including Restricted Funds	<u>33,039</u>	<u>176,974</u>	<u>(143,935)</u>
Total Schoolhouse Funds	<u>1,032,398</u>	<u>212,107</u>	<u>820,291</u>
TOTAL ALL FUNDS	<u><u>\$ 2,772,442</u></u>	<u><u>\$ 296,007</u></u>	<u><u>\$ 2,473,926</u></u>

AVERAGE INVESTED PRINCIPAL AND RATE OF RETURN

	<u>2022-2023</u>		<u>2021-2022</u>	
	<u>Principal</u>	<u>Average Rate</u>	<u>Principal</u>	<u>Average Rate</u>
<u>General and Management Funds</u>				
General Fund	\$29,541,667	3.60%	\$22,166,673	0.22%
General Fund - ISJIT CDs	13,715,570	3.49%	13,485,758	0.13%
Management Fund	<u>7,166,667</u>	<u>3.60%</u>	<u>4,833,333</u>	<u>0.03%</u>
Total General and Management Funds	<u>50,423,904</u>	<u>3.56%</u>	<u>40,485,764</u>	<u>0.13%</u>
<u>Student Activity Fund</u>	<u>996,083</u>	<u>3.60%</u>	<u>446,109</u>	<u>0.22%</u>
<u>Food & Nutrition Fund</u>	<u>2,775,000</u>	<u>3.60%</u>	<u>1,500,000</u>	<u>0.22%</u>
<u>Daycare Fund</u>	<u>1,316,255</u>	<u>4.95%</u>	<u>-</u>	<u>0.00%</u>
<u>Schoolhouse Funds</u>				
Secure an Advanced Vision for Education (SAVE) Fund	22,359,442	3.60%	25,406,668	0.22%
Physical Plant & Equipment (PPEL) Fund	10,083,333	3.60%	11,750,004	0.22%
Debt Service - including Restricted Funds	<u>15,206,239</u>	<u>3.60%</u>	<u>16,017,578</u>	<u>0.22%</u>
Total Schoolhouse Funds	<u>47,649,014</u>	<u>3.60%</u>	<u>53,174,250</u>	<u>0.22%</u>
ALL FUNDS	<u><u>\$ 103,160,256</u></u>	<u><u>3.86%</u></u>	<u><u>\$ 95,606,123</u></u>	<u><u>0.20%</u></u>

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
COMPARISON OF GENERAL FUND FINANCIAL RESOURCES AT MONTH END 2022-2023 AND 2021-2022



MONTH END CASH AND INVESTMENTS - NET
General Fund; including ISJIT CDs
(Rounded to nearest \$1000)

	<u>2022-2023</u>	<u>2021-2022</u>	Increase (Decrease)
July	31,516,000	\$33,551,000	(\$2,035,000)
August	24,537,000	24,973,000	(436,000)
September	21,561,000	24,251,000	(2,690,000)
October	42,091,000	41,842,000	249,000
November	39,630,000	43,439,000	(3,809,000)
December	49,674,000	45,830,000	3,844,000
January	47,721,000	45,368,000	2,353,000
February	46,766,000	44,345,000	2,421,000
March	38,817,000	43,380,000	(4,563,000)
April	58,869,000	60,697,000	(1,828,000)
May	61,925,000	59,437,000	2,488,000
June	55,979,000	48,251,000	7,728,000

CONSENT AGENDA

**BA-24-040 Agreement - Cedar Rapids Community School District and Red Cedar Chamber Music
- 2023-2024 School Year (Karinne Tharaldson)**

Exhibit: BA-24-040.1-8

Action Item

Pertinent Fact(s):

The on-going Agreement for services provides a four-day chamber music residency at Johnson STEAM Academy through the coordination of resources and cooperative actions to support the District's curriculum. Additionally, open time before and after sessions will be used by the artists as rehearsal time.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Red Cedar Chamber Music for the 2023-2024 School Year.

**AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the **18th day of May, 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Red Cedar Chamber Music**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide a **four-day chamber music residency at Johnson STEAM Academy** through the coordination of resources and other joint and cooperative action between the District and Red Cedar Chamber Music to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2023 to July 31, 2024**. 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

Red Cedar Chamber Music agrees to the following:

A. Type/Location of Services

Artists from Red Cedar Chamber Music hereby agree to present a 4-day residency at **Johnson STEAM Academy** in Cedar Rapids, Iowa in **March 2024**.

The Artists will present up to four residency sessions per day (for example, four class sessions in schools). Each residency session may be up to 60 minutes in length.

Red Cedar Chamber Music will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.

- 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).
- C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

- A. Delivery of instruction and performances will take place in person. In the event that health restrictions do not allow for that format, delivery may take place virtually.
- D. Submit bi-annual invoices in conjunction with outcomes reports in January and June.
- E. The agreement of the Artists to present the residency is subject to proven detention by sickness, accident, interruption or delay of transportation, acts of God, or any other cause beyond the control of the Artists.

The DISTRICT agrees to the following:

- A. Ensure each Building Administrator works collaboratively with **Zachary Archer (or current music teacher), Johnson STEAM Academy, and current District Music Facilitator**, 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.

The Partner will designate one room at the school set aside for the residency period. The four daily sessions will all take place in this room. Additionally, open time before and after the sessions will be used by the artists as rehearsal time in the same room. (Students may quietly and attentively observe rehearsals with prior notification.)

- B. Meals: The Partner/school agrees to provide noon meals at the school cafeteria for 4 artists for the residency days listed above.
- C. The Partner shall provide the Artists with a detailed schedule of the residency not later than 4 weeks prior to the residency. The Partner will designate one responsible contact person who will collaborate directly with Red Cedar to set up the detailed daily residency schedule, prepare the residency space, serve as liaison between Artists and the individual teachers, provide answers to Artists' questions and meet the terms of this agreement. This person at **Johnson STEAM Academy will be the music teacher.**
- D. A certified teacher employed by the school district must be in the classroom with the Artists at all times. This must be respected due to the issue of liability.
- E. Execute a Data Sharing Agreement as appropriate, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.
- F. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- G. *Payment in disbursement: Disburse funding in two (2) equal payments within 30 days of receipt of an invoice.*

The Partner, in consideration of the artistic services of the Artists, agrees to pay Red Cedar Chamber Music \$2,000 from the District budget. Make check payable to Red Cedar Chamber Music (EIN NUMBER 42-1473672). Payment shall be issued to the Artists within 30 days of the receipt of an invoice.

4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, **Red Cedar Chamber Music** will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with 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 Government 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 **Red Cedar Chamber Music** 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. **Red Cedar Chamber Music** 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, Red Cedar Chamber Music 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. **Red Cedar Chamber Music** shall be designated as the administrator of the Agreement.
- B. The site advisory group (**Johnson STEAM Academy music teacher and current District Music Facilitator**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.

- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. (“Company”) is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Red Cedar Chamber Music** may involve the presence of the **Red Cedar Chamber Music** 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. **Red Cedar Chamber Music** 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. **Red Cedar Chamber Music** hereby certifies that no one who is an owner, operator or manager of **Red Cedar Chamber Music** has been convicted of a sex offense against a minor. **Red Cedar Chamber Music** 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 section 692A.113. 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 he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Red Cedar Chamber Music** 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 per Cedar Rapids Community School District Board 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 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:

<p><u>NAME</u> Julie Meyer, Teaching & Learning Asst. Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-1680 jmeyer@crschools.us</p>	<p><u>NAME</u> Carey Bostian Red Cedar Chamber Music P.O. Box 154 Marion, IA 52302 Phone (319) 321-3273 careybostian@gmail.com</p>
--	---

Cedar Rapids Community School District

By: _____
 Board President

Date: _____

By: _____
 Board Secretary

Date: _____

[Organization]

By: _____
Executive Director

Date: _____

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

RED CEDAR CHAMBER MUSIC

Proposal for 4-day residency at Johnson STEAM Academy
March 2024

Personnel:

Miera Kim, violin
Carey Bostian, cello

Red Cedar Chamber Music will meet with each 3rd, 4th, and 5th grade class individually in their music classroom. They will receive a lesson plan with accompanying slide presentation that highlights folk music and cultures from around the world.

Each 2nd grade class will also meet individually with Red Cedar in their music classroom for a lesson plan that serves as an introduction to stringed instruments, with emphasis on how our instruments create sound, who can play the lowest/highest, and a variety of styles that highlight melody and accompaniment.

All 1st grade classes will meet together for a lesson on plucked music and bowed music, as well as two styles of music – song & dance.

All Kindergarten classes will meet together for a fun session showing them how stringed instruments are like them and were created to imitate the human voice. The lesson plan will include games involving high/low pitches, long/short notes, and soft/loud playing as well as a presentation of “The Story of Ferdinand,” which includes musical storytelling, narration, and pictures.

Additionally, Red Cedar will meet with the Johnson Strings for a special session where the students receive individual attention on their instruments, as well as a mini-concert.

CONSENT AGENDA

**BA-24-041 Approval – Roof Improvement - Jefferson High School - Change Order #1
(Chris Gates/Rob Cornthwaite)**

Exhibit: BA-24-041.1-3

Action Item

Pertinent Fact(s):

1. Advance Builders Corps is the contractor for the project with a contract amount of \$398,500 and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Advance Builders Corps is requesting a Change Order in the amount of \$10,730, for a new contract amount of \$409,230.
 - COR #1 results from an unforeseen condition requiring the addition of wood blocking and the replacement of a broken roof drain bowl.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Advance Builders Corp for the Roof Improvement - Jefferson High School.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2023-24 Roof Improvements - Jefferson High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: June 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: August 2, 2023
OWNER: <i>(Name and address)</i> Cedar Rapids Community School District Educational Leadership Support Center 2500 Edgewood Road NW Cedar Rapids, Iowa 52405	ARCHITECT: <i>(Name and address)</i> Solum Lang Architects, LLC 1101 Old Marion Road NE Cedar Rapids, Iowa 52402	CONTRACTOR: <i>(Name and address)</i> Advance Builders Corps 325 Waconia Court SW Cedar Rapids, Iowa 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per COR 01 (Attached) - Addition of wood blocking, ADD \$7,080.00


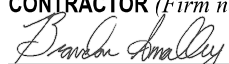
Per COR 02 (Attached) - Replacement of broken roof drain bowl, ADD \$3,650.00

The original Contract Sum was	\$ 398,500.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 398,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 10,730.00
The new Contract Sum including this Change Order will be	\$ 409,230.00

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

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

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

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>	Advance Builders Corps CONTRACTOR <i>(Firm name)</i>	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Darci Lorensen, Partner + Architect PRINTED NAME AND TITLE	Brandon Smalley PRINTED NAME AND TITLE	Ryan Rydstrom, Board Secretary PRINTED NAME AND TITLE
8/2/23 DATE	8/2/2023 DATE	 DATE

Advance Builders Corp.
325 Waconia Court SW
Cedar Rapids, IA 52404
Phone: (319) 247-7178
Fax: (319) 247-7179



Darci Lorensen
Solum Lang Architects

Date: 7/26/2023

Project:
CRCSD 2023-24 Roof Improvements
Jefferson High School

Change Order (ITC 01)

Description of Work: Associated costs to add blocking to the parapet walls to achieve detail 1/A342

Work To Be Performed:

- Furnish and install 2 rows of 2"x10" blocking on the parapet wall to allow proper securement of the continuous cleat on the upper gym roof.
- Install a 90 degree brake metal angle to the bottom of the new nailer.
- Furnish and install 2"x6" wood blocking on the lower lobby roof to achieve the same revision as above.
- The plywood is to be installed on top of the nailers as previously designed. There will be no costs associated for providing or installing the plywood as it was part of the initial design.
- All membrane flashings and metal edging will be included and installed under the initial scope of work with no cost implications under this change order.

CAR Cost Breakout

Materials	\$2,142.08
Labor	\$4,725.00
Material markup-10%	\$214.21
Total	\$7,081.29

Rounded to \$7,080.00 for ease of billing

Cost of adding wood blocking per ITC 01: \$7,080

Submitted by: Kyle Easley
Kyle Easley Project Manager

Darci Lorensen
CRCSD Representative
Darci Lorensen
Solum Lang Architects Representative



Advance Builders Corp.
325 Waconia Court SW
Cedar Rapids, IA 52404
Phone: (319) 247-7178
Fax: (319) 247-7179

Darci Lorensen
Solum Lang Architects

Date: 8/1/2023

Project:
CRCSD 2023-24 Roof Improvements
Jefferson High School

Change Order

Description of Work: Associated costs to replace broken drain bowl

Work To Be Performed:

- Furnish and install a new drain bowl. This drain bowl was cracked by a bolt for the clamping ring before construction had started (latent defect). This could be due to stress on the drain bowl from the delaminated fluttering membrane.
- Tie the new drain bowl into the existing piping.
- Furnish and install a new roofing membrane target patch per manufacturer’s specifications.

CAR Cost Breakout

All-Temp Mechanical Quote	\$2,475.00
Advance Builders Labor	\$800.00
Roofing Materials	\$235.00
Material Markup-10%	\$23.50
Subcontractor markup-5%	\$123.75
Total	\$3,657.25

Rounded to \$3,650.00 for ease of billing

Cost of replacing the broken drain bowl: \$3,650.00

Submitted by: Kyle Easley
Kyle Easley – Project Manager

Darci Lorensen
CRCSD Representative
Darci Lorensen 8/1/23
Solum Lang Architects Representative

CONSENT AGENDA

BA-24-042 Approval – Equipment Breakdown and Maintenance Self-Insurance Fund Policy - 2023-2024 School Year (Jon Galbraith)

Exhibit: BA-24-042.1-11

Action Item

Pertinent Fact(s):

1. On July 1st of each year, the District renews all insurance coverages paid from Management fund sources.
2. TrueNorth Companies is the Program Administrator and EMC is the Third Party Claims Administer for our self-funded insurance model. The self-funded model has been reviewed by the Department of Education, Iowa Insurance Commission, and the District's legal counsel.

Recommendation:

It is recommended that the Board of Education approve the Equipment Breakdown and Maintenance Self-Insurance Fund Policy for the 2023-2024 School Year.

EQUIPMENT BREAKDOWN AND MAINTENANCE SELF-INSURANCE FUND

DECLARATIONS

Named Insured: Cedar Rapids Community School District

Named Insured Mailing Address: 2500 Edgewood Rd NW, Cedar Rapids, IA 52405

Policy Number: 2023SFEquipCRCSD

Policy Period: July 1, 2023 to June 30, 2024

Effective: 12:01 A.M.

Premium Funding: \$1,500,000

Administration Fee: \$50,000

Loss Limit: \$1,500,000

Notice of Loss: Retro Reimbursement

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING STIPULATIONS AND CONDITIONS, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no officer, agent or other representative of this Fund shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Insured unless so written or attached.

In Witness Whereof, the issuing Fund has caused this policy to be signed officially below and countersigned on the Declaration Page by a duly authorized representative of the Fund.

NAMED INSURED REPRESENTATIVE



ADMINISTRATOR REPRESENTATIVE

POLICY PROVISIONS

I. AGREEMENT/PROPERTY COVERED

In consideration of the self-insurance reserve established, it is hereby agreed that Cedar Rapids Community School District Self-Insurance Fund, hereinafter called the Fund, will reimburse the Named Insured for those direct costs (including temporary rental of substitute equipment as provided herein) incurred by the Named Insured to repair or replace the equipment, or equipment systems, owned, or in the care, custody, and control of the Cedar Rapids Community School District, hereinafter collectively referred to as the equipment, subject however to all of the terms and conditions contained in these Policy Provisions and the Declarations, General Conditions, Special Conditions, schedules and endorsements attached hereto, said Policy Provisions, Declarations, General Conditions, Special Conditions, schedules and endorsements hereinafter collectively referred to as this Policy.

II. INTENT/PERILS

It is the intent of this Policy, subject to all exclusions, limitations, conditions and warranties contained in this Policy, to reimburse the Named Insured for fortuitous corrective maintenance costs for the equipment caused by electrical or mechanical breakdown, human error, power surge fluctuations in which the affected item of equipment is located, and environmental changes.

III. EXCLUSIONS

This Policy, unless otherwise endorsed, does not insure against loss, damage or expense caused directly or indirectly by or resulting from:

1. Fire, lightning, windstorm, civil commotion, smoke damage, hail, damage by aircraft and other vehicles, explosion, riot, theft, vandalism, malicious mischief, sprinkler leakage, radioactive contamination, release, discharge or disposal of pollutants, and perils (other than human error, power surge fluctuations and environmental changes) covered under the insurance industry standard ISO, boiler and machinery, electronic data processing and "all risk" property forms.
2. Earthquake or earth movement.
3. Flood (meaning inundation from surface, underground, inland or tidal waters) and damage from water which backs up through sewers or drains.
4. Gradual deterioration or depreciation of the equipment, though any resulting corrective maintenance required to restore same to normal operations is covered.
5. (a) War, terrorism, hostile or war-like action in time of peace or war, including but not limited to action in hindering, combating or defending against an actual, impending or expected attack (i) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces, (ii) by military, naval or air forces or (iii) by any agent of any such government, power, authority or forces, (b) any weapon of war employing atomic fission, radioactive force or biological or chemical agents, whether in time of peace or war, or (c) invasion, insurrection,

rebellion, revolution, civil war, usurped power or any order of any authority.

6. Any dishonest, fraudulent, criminal or deliberate act by any insured (including a partner therein or an officer, director, trustee, employee or other representative thereof) or willful acts of malicious intent by any party, whether acting alone or in collusion with others and whether during working hours or not.
7. Delay, loss of market, loss of income or loss of use.

IV. EXCLUDED COSTS

This Policy, unless otherwise endorsed, does not reimburse for the following costs:

1. X-ray tubes, glassware, electronic tubes, valve tubes, therapy tubes, laser systems and tubes, image intensifiers, pick-up tubes, accelerator beam center lines, wave guides and attachments, electron guns, magnetrons, klystrons, thyratrons, transducers, gamma camera crystals, CT detectors, mounting hardware and supports, MRI magnets and coils, fiber optics and external wiring.
2. Costs for safety checks or preventive maintenance, including but not limited to any consumable items and preventive maintenance kits replaced during such service; the replacement of operating supplies, auxiliary material, consumables, disposables, expendable parts, radioactive sources, data operating media, software, magnetic tapes and discs, developing agents, reagents, typewriter/printer ribbons, copier drums, laser imaging drums, prepared papers, films, film cassettes and screens, sound pick-up systems including but not limited to stylus tips of disc recorders, screen plates and type carriers, containers, pipettes and test tubes; recovery costs for disturbances or erasures of electronic recordings and software viruses; and repair or replacement of batteries, battery cells or electrodes or equalizations thereof.
3. Costs of improvements or updates, cosmetic restorations, overhauls, refurbishments, de-installations, movements or installations of equipment; conditions of obsolescence (including but not limited to recommendations by a vendor as a universal improvement) or elective service work for repairs required or recommended by a service vendor without a breakdown occurring. Also excluded are all costs of repairing or replacing parts when discovery of the need or desirability thereof occurs as a result of, or in conjunction with any of the foregoing services.
4. Expenses incurred when no problem is found with the equipment or no corrective maintenance is performed thereon.
5. Expenses incurred for functions and services normally performed by the equipment operator.

GENERAL CONDITIONS

All coverage under this Policy is subject to the following conditions:

- 1) **Misrepresentation and Fraud.** This entire Policy shall be voidable, at the option of the Fund, if, on or before the date of this Policy, whether before or after a loss, the insured or any of its employees or other representatives has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or the interest of the insured therein, or in case of any fraud or false swearing by the insured or its employees or representatives relating thereto.
- 2) **Examination.** The insured, as often as may be reasonably required, shall exhibit to any person designated by the Fund all that remains of any equipment, and shall submit, and insofar as is within its power cause its employees and others to
 - a) submit, to examinations under oath by any person named by the Fund, and subscribe the same; and, as often as may be reasonably required, shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Fund or its representative, and shall permit extracts and copies thereof to be made. No such examination under oath or examination of writings or other items, nor any other act of the Fund or any of its employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which the Fund might otherwise have with respect to any loss or claim, but all such examinations and acts shall be deemed to have been made or done without prejudice to the Fund's rights.
- 3) **No Benefit to Bailee.** This self-insurance shall not inure, directly or indirectly, to the benefit of any carrier or other bailee.
- 4) **Subrogation or Loan.** If in the event of loss or damage the insured shall acquire any claim or right of action against any individual, firm or corporation for loss of, or damage to, covered equipment, the insured will, if requested by the Fund, assign and transfer such claim or right of action to the Fund and/or, at the Fund's option, execute and deliver to the Fund the customary form of loan receipt upon receiving an advance of funds in respect of the loss or damage; and will subrogate the Fund to, or will hold in trust for the Fund, all such claims and rights of action to the extent of the amount paid or advanced, and will permit suit to be brought in the insured's name under the direction of and at the expense of the Fund.
- 5) **Loss Clause.** Any covered loss submitted to the Fund for reimbursement shall reduce the reserved monies set aside in the self-insured Fund.

SPECIAL CONDITIONS

All coverage under this Policy is subject to the following conditions:

- 1) Notice of Loss. (Program Option as identified in the Declarations)
 - A) Retro Reimbursement. For losses subject to retroactive reimbursement, the following provisions apply: The insured shall provide to the Fund notification of all losses. The notification shall include the vendor invoice number and corresponding charge. The insured must notify the Fund of a loss within One hundred and twenty (120) days of its occurrence. Failure to comply with these notification requirements will result in nonpayment.
 - i) Named Insured must retain record of vendor invoices and corresponding service reports as documentation may be requested in an Examination of Records.
- 2) Other Loss Provisions. For all losses, the following provisions apply: For losses expected to result in costs in excess of \$50,000, the insured must report the loss to the Fund before authorizing or commencing any repairs. The Fund reserves the right to arrange for alternative service provider(s) for parts and labor required to complete the repair of equipment. Any alternative service providers proposed by the Fund will comply with original equipment manufacturer specifications. The insured retains the option to utilize its vendor of choice for any given repair; however, in such event the Fund's obligation hereunder shall not exceed the amount proposed by its alternative service provider(s) for such repair. The insured acknowledges that persons engaged to provide parts or labor with respect to the scheduled equipment hereunder shall be independent contractors, and the Fund shall not be responsible for any act, omission or defect with regard to their performance. The insured acknowledges that the Fund is responsible only for repairs covered by this Policy. The Fund may, but is not obligated to, make payment on items not covered by this Policy from time to time in connection with its handling of covered items. The insured agrees to reimburse the Fund for any payments for such non-covered items immediately upon request. Failure of the insured to comply with its obligations under this Section will result in nonpayment.
- 3) Valuation. With respect to any loss or damage to any item of equipment hereunder, the Fund shall not be liable beyond the actual cash value of such item, with proper deduction for depreciation, at the time such loss or damage occurs, but in no event to exceed the limit of liability shown in the Declarations.
 - A. The Fund shall not be liable for:
 - (1) Any increase in the cost of repair or replacement necessitated by any ordinance or law regulating or restricting repairs, alterations, construction or installation.
 - (2) Loss or damage to equipment that is useless or obsolete to the insured.
 - (3) Rental of substitute equipment with respect to any loss or series of related losses hereunder for rental periods totaling more than 45 days or for rental charges totaling more than \$50,000.

- B. If any damaged equipment is not repaired or replaced, the Fund's liability as respects such equipment shall not be greater than the cost of repair or replacement that would have been incurred, limited as provided above.
- 4) Changes. This Policy, including the Declarations, the Policy Provisions, the General Conditions, the Special Conditions and schedules and endorsements attached hereto, shall constitute the entire agreement between the parties with respect to the subject matter hereof. Notice to or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this Policy or preclude the Fund from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by endorsement signed by an authorized official on behalf of the Fund and issued to form a part of this Policy.
 - 5) Repair Options. It shall be optional with the Fund to repair, rebuild or replace equipment destroyed or damaged with other property of like kind and quality within a reasonable time, on giving notice of its intention to do so within ninety (90) days after receipt of the proof of loss herein required.
 - 6) In-House Labor. It is hereby agreed and understood that this section of the policy is endorsed to permit authorized personnel employed by the Named Insured to perform any repair or service work on the scheduled equipment. The Insured will be reimbursed at \$110.00 per hour on all in-house labor for corrective and loss prevention maintenance of scheduled equipment.
 - 7) Settlement of Loss. The amount of loss for which the Fund may be liable shall be payable Ninety (90) days after proof of loss, as herein provided, is received by the Fund and ascertainment of the loss is made by agreement between the insured and the Fund. No loss shall be paid or made good if the insured has collected the same from others.
 - 8) Other Payment. The Fund shall not be liable for those losses covered by any other valid and collectible insurance covering the same equipment available to a named or unnamed insured or any other interested party.
 - 9) Examination of Records. The insured shall, as often as may be reasonably requested during the term of this Policy and for one year thereafter, produce for examination by the Fund or its duly authorized representatives all books and records, inventories and accounts relating to the equipment.
 - 10) Warranties. This insurance shall not apply to any loss or damage to any equipment to the extent that such loss or damage is covered under any warranty, guarantee or service contract.

COVERED EQUIPMENT

This policy unless otherwise endorsed will provide coverage for the following equipment:

Classroom/Shop Equipment:

- Driving Simulators
- Electrical & Electronic Auto Shop Equipment
- Electrical & Electronic Fitness Equipment (i.e., treadmills, elliptical, etc.)
- Electrical & Electronic Laboratory Equipment (i.e., microscopes, scales, shakers, etc.)
- Electrical & Electronic Sewing Equipment
- Electrical & Electronic Shop/Wood Shop Equipment (i.e., testers, meters, etc.)
- Electronic Audio Visual Equipment
- (i.e., VCRs, disc players, projection devices)
- Electronic Whiteboards
- Electronic Band Equipment (i.e., keyboards, amplifiers, guitars, etc.)
- Electronic Photo Shop Equipment
- ICN Including Satellite Dishes
- Student Response Systems

Communications Equipment:

- Audio Visual Systems
- Overhead Paging/Intercom/Clock Systems
- Radios
- Telephone Systems
- Telephones, Voicemail System

Security Equipment:

- Card Access Systems
- CCTV Systems
- Electronic Gates / Doors
- Electronic Library Security System
- Fire Alarms
- Metal Detectors
- Police Alarms
- Safes, Chests, Vault Doors

Computer Equipment:

- Controllers
- Computer Communications (i.e., modems, switches, routers, wireless access points, etc.)
- File servers
- Desktop Computers
- Laptops
- 1:1 Laptops
- Tablets
- 1:1 Tablets
- Printers
- Scanners

Mail Equipment:

- Mail Machines / Scales (not system)
- Inserters, Labelers, Openers, Stackers

Facilities Equipment:

- Auditorium (i.e., stage motors, lighting/audio boards, etc.)
- Auto Light Sensors
- Bus Lifts
- Clothes Washers and Dryers
- Electrical & Electronic Food Preparation Equipment (i.e., ovens, slicers, reach-in coolers, mixers)
- Concession Stand Equipment & Vending Machines
- Electrical & Electronic Housekeeping Equipment (i.e., vacuum sweepers, floor buffers, etc.)
- Electrical & Electronic Pool Equipment/Whirlpool
- Electronic Signs
- Elevator Controls
- HVAC Controls
- Indoor/Outdoor Electronic Scoreboard
- Kilns
- Kitchen Equipment including Walk-in Freezers
- Lawn Mowers (non-riding), Leaf Blowers, Weed Whackers
- Manlifts
- Motors for Bleachers, Basketball Hoops
- Pitching Machines
- Sports Time/Measure/Record/Finish Link System
- Water Drinking Fountains (refrigerant & plumbing excluded)

Office Equipment:

- Binders
- Bursters
- CAD/CAM Systems
- Calculators
- Card Readers
- Cash Registers
- Check Signers
- Coin Sorters / Packagers
- Currency Counters
- Dictation Equipment
- Electric Rotary Files
- Electronic Typewriter
- Embossers
- Facsimile Machines
- Folders
- ID Card Systems
- Laminators
- Microfilm Reader / Printers
- Microfilmers
- Retail Scanners

- Shredders
- Time & Attendance Systems
- Copiers
- Electrical & Electronic Office Equipment (i.e., staplers, hole punchers, etc.)
- Electrical & Electronic Print / Press Equipment
- UPS / Transient Voltage Protection Systems

PREVENTATIVE MAINTENANCE COVERAGE

It is hereby understood and agreed that Section IV, Number 2, of the Policy Provisions is amended to delete the Preventive Maintenance exclusion only.

Reimbursement applies to travel and labor costs incurred to perform preventive maintenance. Covered preventive maintenance is limited to that required by the Original Equipment Manufacturer's maintenance specifications. Reimbursement for preventive maintenance excludes all overtime charges.

ADDITIONAL SERVICES

It is hereby understood and agreed that, with respect to covered equipment, the following Additional Service(s) are covered:

NO CORRECTIVE MAINTENANCE PERFORMED

It is hereby understood and agreed that under the Policy Provisions of this Policy, the Fund does not provide coverage for "out of scope" service events. The Fund will however, provided reimbursement on an "additional services basis" for service events resulting in "no corrective maintenance performed" on insured equipment.

CONSUMABLES

It is hereby understood and agreed that under the Policy Provisions of this Policy, the Fund does not provide coverage for all consumables except paper, staples and color supplies. The Fund will, however, provide limited reimbursement on an "additional service basis" for events requiring all consumables except paper, staples and color supplies to the extent included as covered equipment. This reimbursement will be limited to services provided by Original Equipment Manufacturer (OEM) or Independent Service Organization (ISO) service providers.

SOFTWARE

The Fund does not provide coverage for "out of scope" service events. The Fund will however, provided reimbursement on an "additional services basis" for service events relating to "software" on scheduled equipment for resetting covered equipment back to operational condition prior to the loss covered by this Policy. Additional services will include: resetting of a covered item, which will be limited to re-establishing the system configuration, reloading the operation system, reloading software programs, replacing failed firmware, rebooting a system and reinitializing a drive. This additional service will not include: installation of new software, modifications to hardware for software compatibility, data recovery, reconstruction of lost or altered customer files, data or programs and firmware and software updates used to enhance the features and capabilities of a system. This additional service will be limited to OEM and ISO service providers.

ADDITIONAL COVERAGE

It is hereby understood and agreed that Section IV of the Policy Provisions of this Policy is amended to include coverage for the following excluded cost(s) with respect to the following item(s) of equipment:

Drums, Cleaning Webs, Waste Toner Bottles

CONSENT AGENDA

**BA-24-043 Approval – Restroom ADA Upgrade Project - Jefferson High School - Change Order #1
(Chris Gates/Ben Merta)**

Exhibit: BA-24-043.1-11

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$309,000 and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Garling Construction is requesting a Change Order in the amount of \$4,054.75, for a new contract amount of \$313,054.75.
 - COR #1 results from an unforeseen condition requiring floor grinding, the addition of plumbing line clean outs, and a deduct for salvaging a wall portion originally called to be demolished and removed.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Garling Construction for the Restroom ADA Upgrade Project - Jefferson High School.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2023-24 Restroom ADA Upgrades - Jefferson High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: January 28, 2023	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: July 31, 2023
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.)

Per COR 02 (Attached) - Salvage wall portion called to be demolished & removed, DEDUCT \$2,392.00

Per COR 03 (Attached) - Addition of plumbing line clean outs, ADD \$1,447.95

Per COR 04 (Attached) - Floor grinding, ADD \$4,998.80

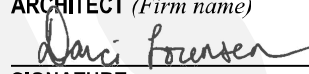
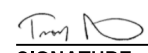
The original Contract Sum was	\$ 309,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 309,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,054.75
The new Contract Sum including this Change Order will be	\$ 313,054.75

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

The new date of Substantial Completion will be

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

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

Solum Lang Architects, LLC	Garling Construction	Cedar Rapids Community School District
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Darci Lorensen, Partner + Architect	Troy Pins	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
7/31/23	8-1-23	
DATE	DATE	DATE



General Contractors

• , • Phone: 319-444-3409 • Fax: 319-444-2437

COR #. 0002

CEDAR RAPIDS SCHOOL DIST	Date	Tuesday, June 6, 2023
,		
Project: Jefferson ADA Upgrades		
Project #: 54218	cc: Superintendent	
Deduct per RFI 001 response.		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00002	Marv Pesek Masonry	Subcontractor Expense			-2160.000	0.0000	(\$2,160.00)
00002	Garling Labor	Labor Expense		0.000	-232.000	0.0000	(\$232.00)

PROPOSAL SUMMARY

Subcontractor Expense	(\$2,160.00)
Labor Expense	(\$232.00)
Net Costs	(\$2,392.00)

Proposal Total **(\$2,392.00)**

✎ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✎

Architect: x *Dani Frousen* Date: 6/12/23

Owner: x *BEN MEDTA* Date: 6/12/2023
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *John Bodensteiner* Date: 6/6/2023
John Bodensteiner, Assistant Project Manager

Marv Pesek Masonry Inc.
1158 Capital Dr. SW.
Cedar Rapids, IA 52404

Date
6/6/2023

Estimate

Name / Address
Garling Construction 1120 11th St. Belle Plaine, IA 52208

Terms
Net 30

Description	Total
Change order in response to RFI 001 - Deduct \$2,160 We will eliminate construction of new wall in corridor. We will tooth out and infill window opening.	2,160.00
For acceptance of proposal please return signed copy to our office.	Total \$2,160.00

Phone # 319-362-5045

Fax # 319-362-4464

E-mail

pesekmasonry@yahoo.com



General Contractors

• , • Phone: 319-444-3409 • Fax: 319-444-2437

COR #. 0003

CEDAR RAPIDS SCHOOL DIST	Date	Wednesday, June 28, 2023
Project: Jefferson ADA Upgrades		
Project #: 54218	cc: Superintendent	
End of line cleanout		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00003	Evergreen Plumbing	Subcontractor Expense			1379.000	5.0000	\$1,447.95

PROPOSAL SUMMARY	
Subcontractor Expense	\$1,447.95
Net Costs	\$1,447.95
Proposal Total	\$1,447.95

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x *Darci Founser* Date: 6/29/23

Owner: x *BEN WERTS* Date: 7/5/23
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *John R Bodensteiner* Date: 6/28/2023
John R Bodensteiner, Assistant Project Manager

Lesley Peterson

From: John Bodensteiner
Sent: Monday, June 26, 2023 7:12 AM
To: Lesley Peterson
Subject: FW: [External] Jefferson cleanout change order
Attachments: 20230621_121913.jpg; 20230621_121910.jpg; 20230620_163239.jpg; 20230620_163227.jpg

From: sam blasberg <samblasb@gmail.com>
Sent: Friday, June 23, 2023 8:14 AM
To: John Bodensteiner <jBodensteiner@garlingconstruction.com>
Subject: [External] Truman cleanout change order

Please see attached photos of the end of line cleanouts that Ben Merta requested to be installed. The additional cost to install these are as follows:

Materials: \$1,244
Labor: \$135



General Contractors

• , • Phone: 319-444-3409 • Fax: 319-444-2437

COR #. 0004

CEDAR RAPIDS SCHOOL DIST	Date	Wednesday, June 28, 2023
Project: Jefferson ADA Upgrades		
Project #: 54218	cc: Superintendent	
Floor grinding		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00004	Larson Tile	Subcontractor Expense			4700.000	5.0000	\$4,935.00
00004	Garling Labor	Labor Expense		0.000	58.000	10.0000	\$63.80

PROPOSAL SUMMARY

Subcontractor Expense	\$4,935.00
Labor Expense	\$63.80
Net Costs	\$4,998.80

Proposal Total **\$4,998.80**

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x *Davis Frouser* Date: 6/29/23

Owner: x *Ben Merta* Date: 7/5/23
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *John R Bodensteiner* Date: 6/28/2023
John R Bodensteiner, Assistant Project Manager



Larson Hammel Tile Company
Ceramic Tile and Stone

2877 Castle Woods Lane
Dubuque, IA 52001
Phone/Fax: (563)588-9764
Cell: (563)580-8850

June 20, 2023

To: Garling Construction

Re: Jefferson ADA Upgrades

Change order request

Change order request for grinding out old existing concrete which is too high to float floor and will not meet ADA requirements where it butts to the Terrazzo flooring in the hallway. When measured with a laser there was up to a 2" hump in the concrete. Pricing includes machine rental, cleanup and labor costs.

Pricing for this section completed for a total amount of **\$4,700 –Four thousand Seven hundred dollars and no cents.**

If you have any questions, please feel free to contact our office.

Sincerely,

Jeff Hammel
LARSON HAMMEL TILE CO. LLC.

Lesley Peterson

From: John Bodensteiner
Sent: Thursday, June 29, 2023 9:27 AM
To: Lesley Peterson
Subject: FW: [External] Re: Jefferson floor grinding
Attachments: image001.jpg

From: Jeff Hammel <jeffhlarsontileco@gmail.com>
Sent: Wednesday, June 28, 2023 5:07 AM
To: John Bodensteiner <jBodensteiner@garlingconstruction.com>
Subject: [External] Re: Jefferson floor grinding

John, I figured 2 days of machine rental which comes up to \$1200.00 for the machine and the estimated charge for the wear on the heads. \$3500.00 was figured for labor for 3 people for two days to wet, grind and vac up the concrete slop water. There is approximately 300-350 square feet of grinding required to take the floor down anywhere between a 1/4 and 5/8 of an inch. We could also go with a T&M senerio. If the floor is prepped in under two days, the cost would be less. If it runs into a third day, the cost could potentially be greater. Let me know how you would like to proceed. Thanks, Jeff.

On Tue, Jun 20, 2023, 1:10 PM John Bodensteiner <jBodensteiner@garlingconstruction.com> wrote:

Jeff,

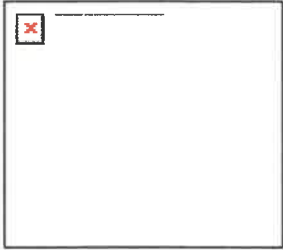
See below. Can you mark this up and take a picture of it and send it to me?

Let me know.

Thanks

John R. Bodensteiner

Assistant Project Manager



5607 4th Street Ct SW

Cedar Rapids, IA 52404

jbodensteiner@garlingconstruction.com

(319) 398-3340

(319) 398-3363 fax

(319) 899-0665 cell

Celebrating 50 years of building excellence!

From: Darci Lorensen <dlorensen@solumlangarchitects.com>
Sent: Tuesday, June 20, 2023 1:08 PM
To: John Bodensteiner <jbodensteiner@garlingconstruction.com>
Subject: [External] RE: Jefferson RFI 002.pdf "Use this one"

John-

Can you mark up a plan showing where the high concrete is at?

Thanks,

DARCI LORENSEN, AIA, NCARB

PARTNER + ARCHITECT

SOLUM LANG ARCHITECTS, LLC

1101 Old Marion Road NE

Cedar Rapids, IA 52402

o: 319.862.0384

c: 319.560.4643

e: dlorensen@solumlangarchitects.com

www.solumlangarchitects.com

From: John Bodensteiner <jBodensteiner@garlingconstruction.com>

Sent: Tuesday, June 20, 2023 12:31 PM

To: Darci Lorensen <dlorensen@solumlangarchitects.com>

Subject: Jefferson RFI 002.pdf "Use this one"

Importance: High

Darci,

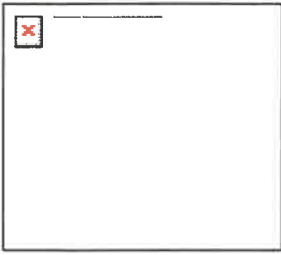
Please review this RFI. That other one had an incorrect amount of rise in the concrete.

It is 5/8" not 2"

Thanks

John R. Bodensteiner

Assistant Project Manager



5607 4th Street Ct SW

Cedar Rapids, IA 52404

jbodensteiner@garlingconstruction.com

(319) 398-3340

(319) 398-3363 fax

(319) 899-0665 cell

Celebrating 50 years of building excellence!

CONSENT AGENDA

BA-24-044 **Approval – ADA Locker Room Upgrade - Kennedy High School - Change Order #1
(Chris Gates/Ben Merta)**

Exhibit: BA-24-044.1-22

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$1,579,000 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 \$19,840.48, for a new contract amount of \$1,559,159.52.
 - COR #1 results from an owner’s request requiring modification for piping material and door hardware. Modification to the fire extinguisher cabinet results from an error or omission on the plans and specifications. The addition of a transfer grill and revisions as a result of ITC are due to unforeseen conditions.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Garling Construction for the ADA Locker Room Upgrade - Kennedy High School.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2023-24 Locker Room ADA Upgrades - Kennedy High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: April 05, 2023	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: August 1, 2023
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.)

Per COR 01R (Attached) - Modification for piping material used for Drain, Waste & Vent piping, DEDUCT \$38,500.00

Per COR 02R (Attached) - Modification to door hardware, ADD \$501.78

Per COR 03 (Attached) - Modification to fire extinguisher cabinet type, ADD \$169.40

Per COR 04 (Attached) - Addition of transfer grille into door leaf, ADD \$1,155.00

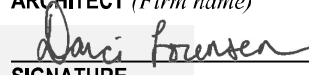
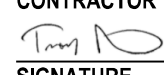
Per COR 05 (Attached) - Revisions as a result of ITC 01, ADD \$16,833.34

The original Contract Sum was	\$ 1,579,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,579,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 19,840.48
The new Contract Sum including this Change Order will be	\$ 1,559,159.52

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

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

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

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>	Garling Construction CONTRACTOR <i>(Firm name)</i>	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Darci Lorensen, Partner + Architect PRINTED NAME AND TITLE	Troy Pins PRINTED NAME AND TITLE	Ryan Rydstrom, Board Secretary PRINTED NAME AND TITLE
8/2/23 DATE	8-2-23 DATE	 DATE



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0001R

CEDAR RAPIDS SCHOOL DIST	Date	Wednesday May 31, 2023
Project: CRCSD Kennedy Locker Room ADA		
Project #: 54223	cc: Superintendent	
Change under slab DWV to PVC instead of SV cast iron and Aboveground DWV in PVC instead of cast iron.		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00001	Hanna Plumbing Underslab	Subcontractor Expense			-27500.000	0.0000	(\$27,500.00)
00001	Hanna Plumbing Aboveground	Subcontractor Expense			-11000.000	0.0000	(\$11,000.00)
00001							

PROPOSAL SUMMARY	
Subcontractor Expense	(\$38,500.00)
Net Costs	(\$38,500.00)
Proposal Total	(\$38,500.00)

✍ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✍

Architect: x *Darci Frousen* Date: 5/31/23
Solum Lang Architects

Owner: x *BEN MERTO* Date: 6/1/23
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *Jacob C. Lieb* Date: 5/31/2023
Jacob C Lieb

REQUEST FOR INFORMATION



HANNA PLUMBING & HEATING, INC
1155 3RD AVENUE
MARION, IOWA 52302

Date: 3/24/2023

Project: Kennnedy HS Locker Room Remodels

Subject: Alternate Plumbing Materials

Information Requested:

There are significant cost savings that could be recognized by going to the below listed alternative materials for the plumbing pipe, valves and fittings. Additionally, going to these alternative materials would take some burden off the schedule as the alternate plastic materials are more readily available and easier to work with.

Underslab DWV in PVC instead of SV cast iron	\$ 27,500.00
Aboveground DWV in PVC instead of cast iron	\$ 11,000.00
Domestic Water in CPVC and Pex instead of copper	\$ 12,500.00
Total	\$ 51,000.00
	\$38,500



General Contractors

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COR #. 0002R

CEDAR RAPIDS SCHOOL DIST	Date	Thursday June 8, 2023
<p>Project: CRCSD Kennedy Locker Room ADA Project #: 54223 cc: Superintendent</p> <p>Opening 14A-Change 4040XP EDA TBSRT Closer to 4040XP Scush TBSRT Opening 16B and 16C-Change from push/pull (70C-RKW and BF111 x 70C) and 4040XP EDA to Mortise storage function lockset and 4040XP SHCUSH Opening 12BA, 13A,15A, 16A, 16EA remove "12" option from exit device; remove smoke seal</p>		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00002	Walsh Door	Material Expense			456.160	10.0000	\$501.78
00002							

PROPOSAL SUMMARY	
Material Expense	\$501.78
Net Costs	\$501.78
Proposal Total	\$ 501.78

⚡ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ⚡

Architect: x *Darci Lounsen* Date: 6/8/23
Solum Lang Architects

Owner: x *BEN WEZTO* Date: 6/12/2023
CEDAR RAPIDS SCHOOL DISTDIST, Owner

PM: x *Jacob C. Lieb* Date: 6/8/2023
Jacob C Lieb

Change Order Proposal



Date: June 7, 2023
Customer: Garling Construction
Contact: Lesley Peterson
Salesperson: Mason Buster

Project Name: **Kennedy Locker Room Upgrades**
Location: **Cedar Rapids, IA**

Material supplier only for referenced Sections: 08 11 13 – Hollow Metal Doors & Frames; 08 14 16 – Flush Wood Doors; 08 71 00 – Door Hardware

- OPENING 14A – CHANGE 4040XP EDA TBSRT CLOSER → 4040XP SCUSH TBSRT
- OPENING 16B, 16C – CHANGE FROM PUSH/PULL (70C-RKW & BF111 X 70C) and 4040XP EDA, → MORTISE STORAGE FUNCTION LOCKSET and 4040XP SHCUSH
- OPENING 12BA, 13A, 15A, 15B, 16A, 16EA – REMOVE “12” OPTION FROM EXIT DEVICE; REMOVE SMOKE SEAL

Total Add to Subcontract.....\$456.16

- Price excludes sales tax due to exemption.
- Price valid for ninety (90) days from date above.
- Price based on cost for materials, labor & freight in effect on date of proposal.

Qualifications:

- Materials Supplier Only.
- Hollow Metal Frames are Full Profile Welded
- Hollow Metal Door & Frames will be primed painted.

Excludes the following (unless otherwise noted):

- Installation
- Glass and glazing
- Aluminum Frames
- Wood Frames
- Rework of existing openings
- Finish painting of hollow metal doors and/or frames
- Bituminous Undercoating, Grout, Styrofoam, and insulation for hollow metal frames
- Wire, wire pulling, and termination for access control and other electrified hardware.
- Card readers
- Conduit and/or conduit boxes

DES MOINES

2600 Delaware Avenue
Des Moines, IA 50317
p. 515.262.9822
WalshDoor.com

IOWA CITY

2918 Industrial Park Road
Iowa City, IA 52240
p. 319.248.0114
info@WalshDoor.com

KANSAS CITY

1606 Burlington Street
North Kansas City, MO 64116
p. 816.474.4500



- Phased shipment/deliveries

F.O.B. Point: Job Site
Terms: Net 30 Days with approved credit. No retainage allowed.
Service Charge: 1½% per month of fraction thereof for all unpaid accounts over 30 days old, not to exceed 18% per annum.

Acceptance of Contract: The prices, scope of work, specifications, and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. By signing below and initialing each page you acknowledge that you have read and agree to the terms and conditions posted at <https://www.walshdoor.com/Terms.pdf>. Walsh Door & Security is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of corporation or individual.

Company (Printed) _____ **Authorized Signature** _____ **Name (Printed)** _____

Date of Acceptance: _____ **Purchase Order #:** _____

DES MOINES

2600 Delaware Avenue
Des Moines, IA 50317
p. 515.262.9822
WalshDoor.com

IOWA CITY

2918 Industrial Park Road
Iowa City, IA 52240
p. 319.248.0114
info@WalshDoor.com

KANSAS CITY

1606 Burlington Street
North Kansas City, MO 64116
p. 816.474.4500



General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0003

CEDAR RAPIDS SCHOOL DIST	Date	Wednesday, May 31, 2023
Project: CRCSD Kennedy Locker Room ADA		
Project #: 54223	cc: Superintendent	
<p>Specification is incorrect these should be surface mounted cabinets due to being mounted on CMU. Per submittal reviewed for spec section 104413.</p>		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00003	J Laurenzo	Material Expense			154.000	10.0000	\$169.40

PROPOSAL SUMMARY	
Material Expense	\$169.40
Net Costs	\$169.40
Proposal Total	\$ 169.40

⚡ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ⚡

Architect: x *Darci Founser* **Date:** 6/7/23
Solum Lang Architects
Owner: x *Bon Motta* **Date:** 6/12/2023
CEDAR RAPIDS SCHOOL DIST, Owner
PM: x *Jacob C. Lieb* **Date:** 5/31/2023
Jacob C Lieb



Quotation-Revise*
Section 104413

May 15, 2023

RE: Kennedy High School Locker Room

We are pleased to quote you the following on the above-referenced project:

Section 104413 Fire Protection Specialties

8* Each Ambassador 1013F17 FE Cabinet (Surface Mount)

8* Each Cosmic 10E Fire Extinguisher

Total Lot Price.....\$2,184.00-Revised*

Option Add \$128.00 Per Each Cabinet for FX (Fire Rated) Option if Needed

Local Fe Tags by Others

Price Good For 30 Days

Upon acceptance of this quote, the Parties hereby acknowledge that while current events related to the COVID-19 pandemic & foreign conflicts are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement. **J. Lorenzo Specialty Products will not be responsible for price increases due to COVID-19, market volatility, and/or supply chain issues.**

The above pricing includes shipping FOB Factory with Freight Allowed to the jobsite and is based on one shipment to one destination. Sales tax and installation are not included in the prices quoted. Prices are based on exact quantities shown. We do not guarantee quantity take-offs. Please contact us for a change in pricing if quantities or descriptions differ from the above quote. Quote will be honored for 30 days with exceptions and exclusions listed within this quote. J. Lorenzo Specialty Products is not responsible for factory material and/or fuel increases for products shipped after 30 days of this quote. Terms are net 30 days.

Although the information in this quote is presented in good faith and believed to be correct at the time of sending, J. Lorenzo Specialty Products makes no representations or warranties as to the completeness or accuracy of the information. J. Lorenzo Specialty Products has no liability for any errors or omissions in the materials. J. Lorenzo Specialty Products and the manufacturers represented herein, reserve the right to change, delete, or otherwise modify the information which is represented without any prior notice. Persons receiving this information will make their own determination as to its suitability for their own purposes prior to use. In no event will J. Lorenzo Specialty Products be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information from this quote or the products to which the information refers. All quantities and measures shown are best approximations. Possession of our price list, quote or literatures does not constitute an offer to sell.

J. Lorenzo Specialty Products

Joe Lorenzo



General Contractors

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COR #. 0004

CEDAR RAPIDS SCHOOL DIST	Date	Thursday, July 20, 2023
<p>Project: CRCSD Kennedy Locker Room ADA Project #: 54223 cc: Superintendent</p> <p>It has been determined that the specified location for the return air duct in Locker Room 12B would conflict with the supply duct limiting supply air flow into Locker Room 12B. Installing a transfer grille in door 12BA would solve this issue.</p>		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00004	Walsh Door	Material Expense			860.000	10.0000	\$946.00
00004	Project Manager	Labor Expense		0.000	190.000	10.0000	\$209.00

PROPOSAL SUMMARY	
Material Expense	\$946.00
Labor Expense	\$209.00
Net Costs	\$1,155.00

Proposal Total **\$1,155.00**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x *Darci Brunser* Date: 7/24/23
Solum Lang Architects

Owner: x *Ben Merta* Date: 7/24/23
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *Jacob C. Lieb* Date: 7/20/2023
Jacob C Lieb

Change Order Proposal



Date: July 17, 2023
Contact: Jacob Lieb
Salesperson: Mason Buster

Project Name: **Kennedy Locker Room Upgrade**

RFI #19

1 ea 24" x 12" Galvanized Standard Louver for OPENING 12BA
1 LOT FIELD LABOR

Add to Base Bid \$860.00 + tax

- Price excludes sales tax unless noted above.
- Price valid for thirty (30) days from the date above.

Qualifications:

- 24 inches wide by 12 inches tall, galvanized louver for opening 12BA.
- Walsh to remove the door from the opening and perform the cutting in of the louver that is approved of.
- Walsh to install the louver that is approved and rehang the door.

Excludes the following (unless otherwise noted):

- Glass and glazing
- Aluminum Frames
- Wood Frames
- Rework of existing openings
- Finish painting of hollow metal doors and/or frames
- Bituminous Undercoating, Grout, Styrofoam, and insulation for hollow metal frames
- Wire, wire pulling, and termination for access control and other electrified hardware.
- Card readers
- Conduit and/or conduit boxes
- Phased shipment/deliveries

F.O.B. Point: Job Site
Terms: Net 30 Days with approved credit. No retainage allowed.
Service Charge: 1½% per month of fraction thereof for all unpaid accounts over 30 days old, not to exceed 18% per annum.

Acceptance of Contract: The prices, scope of work, specifications and support services as presented within the scope of this proposal are satisfactory and are hereby agreed to and accepted. By signing below and initialing each page you acknowledge that you have read and agree to the terms and conditions posted at <https://www.walshdoor.com/Terms.pdf>. Walsh Door & Security is authorized to perform the work as specified and payment terms are agreed upon and accepted. Final authorization of the

DES MOINES

2400 Delaware Avenue
Des Moines, IA 50317

IOWA CITY

2918 Industrial Park Road
Iowa City, IA 52240

KANSAS CITY

1606 Burlington Street
North Kansas City, MO 64116



agreement is based on the acceptance and full execution of this proposal by a duly authorized representative, officer of corporation or individual.

Company (Printed)	Authorized Signature	Name (Printed)
-------------------	----------------------	----------------

Date of Acceptance: _____	Purchase Order #: _____
---------------------------	-------------------------



GARLING
CONSTRUCTION, INC.

General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0005R

CEDAR RAPIDS SCHOOL DIST	Date	Monday, July 31, 2023
<p>Project: CRCSD Kennedy Locker Room ADA Project #: 54223 cc: Superintendent</p> <p>ITC 001 Esco Conduit Breakdown 3B Material: \$865.99 Labor: \$4264.04</p> <p>3C Material \$3400.14 Labor: \$3023.40</p>		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00005	Garling PM	Labor Expense		0.000	380.000	10.0000	\$418.00
00005	Garling Demo	Labor Expense		0.000	1160.000	10.0000	\$1,276.00
00005	Garling Concrete Sealer	Material Expense		0.000	-3315.000	0.0000	(\$3,315.00)
00005	Moyle Masonry	Subcontractor Expense			4347.000	5.0000	\$4,564.35
00005	Feaker Paint	Subcontractor Expense			270.000	5.0000	\$283.50
00005	Hanna Plumbing	Subcontractor Expense			1075.000	5.0000	\$1,128.75
00005	Esco Receptacle	Subcontractor Expense			330.000	5.0000	\$346.50
00005	Esco Conduit to Date	Subcontractor Expense			5130.030	5.0000	\$5,386.53
00005	Esco Panel Circuit Break	Subcontractor Expense			6423.540	5.0000	\$6,744.71
00005							

PROPOSAL SUMMARY

Labor Expense	\$1,694.00
Material Expense	(\$3,315.00)
Subcontractor Expense	\$18,454.34
Net Costs	\$16,833.34

Proposal Total

\$16,833.34

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x *Darci Fournier* Date: 8/2/23
Solum Lang Architects
Owner: x *BEN MERTZ* Date: 8/2/2023
CEDAR RAPIDS SCHOOL DIST, Owner
PM: x *Jacob C. Lieb* Date: 8/1/2023
Jacob C Lieb



ESCOPGROUP AUTOMATION
ELECTRIC POWER
Turning SOLUTIONS into Reality™

Marion, Iowa 52302
3450 3rd St. P.O. Box 708
Office:(319)377-6655
Direct:(319)739-2302
Cell:(319)533-3857
Fax:(319)377-3815

Proposal Submitted to: Garling Construction, Attn Jacob Liebe

Date: 7/6/2023

Project Name: Kennedy ITC #001

We hereby submit estimates for: Replacement of the 208V/120V Panels located in the mechanical room adjacent to the Mens Locker Room

ITC #001 Pricing (Sheet E101)

Item #3A: Receptacle Revision- \$330.12

Item #3B: Repair Cut Underground Conduits- \$5,843.12

-Pricing above reflects the costs for repairing the underground conduits that were cut. This includes circuit tracing efforts, wire removal where possible and conduit repairs. This does not include new circuit conductors or above ground conduits and wiremold routed to existing device locations where underground conduits were unable repaired or were collapsed. We will continue to keep a log of materials and labor for the additional work required to relocate and repair existing circuiting.

Item #3C: Replace Existing Panel Circuit Breakers- \$6,423.54

Lump Sum

TOTAL AMOUNT: See Above

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Unless otherwise specified above, payment is due 30 days after invoiced.

Authorized Signature  Galen Lantermans, Project Manager, ESCO Group

Note: This proposal may be withdrawn by us if not accepted by 15 days.

ACCEPTANCE:

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____

Signature: _____

Date: _____

PO# (if required) _____

Assumptions

Unless otherwise noted, all work to be done during regular 1st shift hours.

Exceptions

With the increasing rise in cost of copper, aluminum, steel, and PVC products, ESCO Group reserves the right to review and adjust all material pricing on a Weekly basis. This bid is subject to the terms of a mutually acceptable contract. This bid is based on the daily market rate for goods and commodities reflected by the submitted date of this proposal. ESCO Group reserves the right to increase this bid accordingly to reflect the market rates on the week of receipt of the Purchase Order. Changes will be shown in documentation through commercial quotes, invoices, and/or receipts.

Constraints

Acceptance of proposal within 30 days to lock in pricing on volatile material.

ESCO is not responsible within the contents of this quote to repair or replace any existing wiring that may be damaged.



Feaker Painting, Inc.
931 Rockford Rd SW
Cedar Rapids, IA 52404

March 16, 2023

To: Garling Construction
Attn: Lesley Peterson
RE: Locker Room Upgrades
Kennedy High School

ITC #01

- ❖ Paint both sides of infill at locker room 19 at inside and corridor side
- ❖ Epoxy paint system

Add \$270.00

If you have any further questions, or if I can be of assistance, please give me a call at (319) 398-9785.

Tim Feaker

HANNA

Plumbing & Heating Inc
1155 Third Avenue, Marion, Ia
Phone: (319) 377-2809 Fax: (319) 377-7305

CHANGE ORDER REQUEST

COR #:
COVERING
ITC NO'S

CONTRACTOR/OWNER
Garling Construction

PROJECT: Kennedy HS Locker Rooms

WORK DESCRIPTION:

Below is the cost for the additional work per ITC 1. Pricing excludes any wall cutting or patching.

CHANGE ORDER COST SUMMARY

Labor	Qty	Cost	Extended
Journeyman Hours	4	\$ 105.00	\$ 420.00
Material			
Drain Covers	4	\$ 75.00	\$ 300.00
CO from Waldinger			\$ 257.00
		Markup	\$ 97.70
TOTAL THIS CHANGE ORDER REQUEST			<input type="text" value="\$ 1,075"/>



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OF IOWA'S
2020
APPRECIATION
AWARD WINNER

BA-24-044.1-22
Page 18
Phone: 563-927-9270
Fax: 563-927-3950
112 E Fayette St
Manchester IA 52057
www.smoylemasonry.com
tja@smoylemasonry.com
slurk@smoylemasonry.com

Change Order Request

Project: CRCSD Kennedy Locker Room ADA	
Change Order # or Title: CO for ITC 001	
General: Garling Construction	SMM Job #: 23-06
Description: Additional cost to infill wall sections and shift CMU wall laterally as described in ITC 001.	

LABOR: \$3,161.00
MATERIAL: \$791.00

+ 10% OH&P

TOTAL CHANGE ORDER Add / Deduct

\$4,347.00

Extension of time for this Change Order

0 Work Days

Submitted By: TJ Alshouse – Project Manager	Date: 7/6/2023
Approved By:	Date:

Lesley Peterson

From: Jacob Lieb
Sent: Tuesday, August 1, 2023 4:00 PM
To: Lesley Peterson
Subject: FW: [External] RE: [External] RE: 54223 Kennedy Locker Room COR 005 and COR 006

Jacob Lieb
Estimator



Celebrating 50 Years of Building Excellence

5607 4th Street Court SW, Suite A
Cedar Rapids, IA 52404
ph: 319-398-3340 EXT. 107
Direct line: 319-569-0885
fax: 319-398-3363

1120 11th St.
Belle Plaine, IA 52208
ph: 319-444-3409
fax: 319-444-2437

Cell: 319-929-4073
jl Lieb@garlingconstruction.com

From: Lantermans, Galen <galenlantermans@theescogroup.com>
Sent: Tuesday, August 1, 2023 3:55 PM
To: Jacob Lieb <jlieb@garlingconstruction.com>
Subject: [External] RE: [External] RE: 54223 Kennedy Locker Room COR 005 and COR 006

Jake,
Here is the labor and material for each. For item 3B, please note that the majority of this is for labor due to time for investigation, demolition of existing cut circuits and repairs. The material was limited at that time, mainly to the conduit and conduit fittings necessary to make the repairs. There were only a few circuits that had been repulled at this point, this should be considered a snapshot of the costs up to that date but was in no way completed as we have found numerous other issues needing to be addressed.

3B
Materials: \$865.99
Labor: \$4,264.04

3C

Materials: \$3,400.14
Labor: \$3,023.40

Respectfully,

Galen Lantermans | Electrical Estimator | Project Manager
ESCO ELECTRIC, An ESCO Group Company
3450 Third Street, P.O. Box 708 | Marion, IA 52302
Office: 319-739-2302 | Cell: 319-533-3857 | Fax: 319-377-9532

From: Darci Lorensen <dlorensen@solumlangarchitects.com>
Sent: Monday, July 31, 2023 4:28 PM
To: Jacob Lieb <jl Lieb@garlingconstruction.com>
Cc: Lesley Peterson <LPeterson@garlingconstruction.com>
Subject: [External] RE: 54223 Kennedy Locker Room COR 005 and COR 006

Jake-

For COR 05 can you have ESCO break out their material vs. labor costs, especially for items 3B & 3C?

Should there be markup & also labor refunded for the floor sealer?

I think the rest of this looks good. I would still like to have Tiffany review electrical once we get further break downs.

Thanks,

DARCI LORENSEN, AIA, NCARB
PARTNER + ARCHITECT

SOLUM LANG ARCHITECTS, LLC
1101 Old Marion Road NE
Cedar Rapids, IA 52402

o: 319.862.0384
c: 319.560.4643
e: dlorensen@solumlangarchitects.com
www.solumlangarchitects.com

From: Lesley Peterson <LPeterson@garlingconstruction.com>
Sent: Monday, July 31, 2023 3:47 PM
To: Darci Lorensen <dlorensen@solumlangarchitects.com>
Cc: Jacob Lieb <jl Lieb@garlingconstruction.com>
Subject: 54223 Kennedy Locker Room COR 005 and COR 006

Good afternoon,
Please see attached COR's for approval and signature.

Thank you,
Have a great day

Lesley Peterson
Project Manager Assistant



GARLING
CONSTRUCTION, INC

GENERAL CONTRACTORS SINCE 1971

5607 4th Street Ct SW

Cedar Rapids, IA 52404

lpeterson@garlingconstruction.com

319.398.3340 x 100

319.398.3363 fax

Celebrating 50 years of building excellence!

Disclaimer

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CONSENT AGENDA

BA-24-045 **Approval – Restroom ADA Upgrade Project - Truman Early Learning Center - Change Order #1 (Chris Gates/Ben Merta)**

Exhibit: BA-24-045.1-5

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$273,000 and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Garling Construction is requesting a Change Order in the amount of \$5,241.09, for a new contract amount of \$278,241.09.
 - COR #1 results from an unforeseen condition requiring plumbing modifications.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Garling Construction for the Restroom ADA Upgrade Project - Truman Early Learning Center.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2023-24 Restroom ADA Upgrades - Truman Early Learning Center Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: January 28, 2023	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: July 31, 2023
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.)

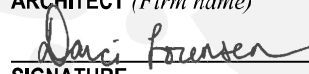
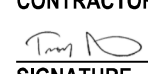
Per COR 02R (Attached) - ITC 01 - Plumbing Modifications, ADD \$5,241.09

The original Contract Sum was	\$ 273,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 273,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,241.09
The new Contract Sum including this Change Order will be	\$ 278,241.09

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

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

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

Solum Lang Architects, LLC ARCHITECT <i>(Firm name)</i>	Garling Construction CONTRACTOR <i>(Firm name)</i>	Cedar Rapids Community School District OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Darci Lorensen, Partner + Architect PRINTED NAME AND TITLE	Troy Pins PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
7/31/23 DATE	8-1-23 DATE	 DATE



General Contractors

• , • Phone: 319-444-3409 • Fax: 319-444-2437

COR #. 0002R

CEDAR RAPIDS SCHOOL DIST	Date	Friday, June 16, 2023
Project: Truman ADA Upgrades	Project #: 54217	cc: Superintendent
ITC 001-Plumbing modifications		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00002	Evergreen Plumbing	Subcontractor Expense			4802.000	5.0000	\$5,042.10
00002	Access Door Material	Material Expense		0.000	64.900	10.0000	\$71.39
00002	Access Door Labor	Labor Expense		0.000	116.000	10.0000	\$127.60

PROPOSAL SUMMARY

Subcontractor Expense	\$5,042.10
Material Expense	\$71.39
Labor Expense	\$127.60
Net Costs	\$5,241.09

Proposal Total **\$5,241.09**

✂ PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER ✂

Architect: x *Davis Founsen* Date: 6/16/23

Owner: x *Ben MERTZ* Date: 6/16/2023
CEDAR RAPIDS SCHOOL DISTDIST, Owner

PM: x *John R Bodensteiner* Date: 6/16/2023
John R Bodensteiner, Assistant Project Manager

6/14/23

BA-24-045.1-5
Page 3
Sam Blasberg, Owner
Evergreen Plumbing LLC
Sambblasb@gmail.com
319.210.9832



CO1: Truman ADA upgrades

Scope: Up size cold water main

Original scope: Connect to 1.25" cold water line in janitors closet and route 1.25" cold water through new restrooms.

Material: \$767

Labor: \$180

Insulation: \$200

Deduct: \$1,147

New scope: Connect to 2.5" cold water line in chase discovered while demoing and route new upsized cold water line throughout new restrooms per revised drawings.

Material: \$4,368

Labor: \$495

Insulation: \$650

Add: \$5,513

Net add of: \$4,366

10% markup: \$436.60

Total add: \$4,802

Bid Proposal

Bid #	9179782	Page	1
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Written By Patrick T Yanacheak 006
 Phone: 319-366-7891
 CEDAR RAPIDS, IA 52404

Prepared For EVERGREEN PLUMBING LLC
 Phone: x#: 000-000- Fax:
 2340 ROMPOT STREET SE
 CEDAR RAPIDS, IA 52403

Customer #	Description	Bid Date	Valid Until
	TRUMAN ITC	6/08/23	07/08/23

Line	Product No. / Description	Quantity	UOM	Unit Price	Ext. Amount
20	PP20728 20728 2-1/2" CXC XL-C STOP CPLG	1	EA		
30	PP20623 20623 2-1/2" CXC XL-C 90 DEG ELB	7	EA		
40	212PPBVXLCLF 2-1/2" LF XLC PRO-PRESS BALL VLV	1	EA		
50	PP20803 20803 2-1/2X2-1/2X1-1/2 XL-C TEE CXCXC	5	EA		
60	11112CT 611 1X1X1-1/2 CXCXC SWT TEE	5	EA		
70	PP20695 20695 2-1/2X1-1/2 CXC XL-C RED CPLG	1	EA		
80	PP20685 20685 2-1/2X1 CXC XL-C RED CPLG	1	EA		
90	258VIBE PS042N CUSH A CLAMP 2-5/8"	3	EA		
100	PP77037 77037 1-1/2 CXC 90 EL PRO PRESS {CE200}, EPC 61460, (OLD# 77337)	1	EA		
110	PP15588 15588 1-1/2X1 CXC REDUCER PRO	1	EA		
120	PP77472 77472 1-1/2X1-1/2X1-1/4 TEE PRO EPC 61715	1	EA		
130	PP77462 77462 1-1/2X3/4 TEE PRO PRESS EPC 61705	1	EA		
140	PP15453 15453 1-1/2X 1-1/4X 1 TEE PRO	1	EA		
150	112CLH 1-1/2" L HARD COPPER TUBE	30	FT		
160	212CLH 2-1/2" L HARD COPPER TUBE	40	FT		
200	/NS102511157 LARGE DIAMETER TOOL RENTAL	1	EA		
170	212CCLEVIS 2-1/2" COPPER CLEVIS HANGER	6	EA		
180	112CCLEVIS 1-1/2 COPPER CLEVIS HANGER	10	EA		

Continued Next Page

Bid Proposal



Bid #	9179782	Page	2
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Prepared For EVERGREEN PLUMBING LLC
 Phone: x#: 000-000- Fax:
 2340 ROMPOT STREET SE
 CEDAR RAPIDS, IA 52403

Written By Patrick T Yanacheak 006
 Phone: 319-366-7891
 CEDAR RAPIDS, IA 52404

Customer #	Description	Bid Date	Valid Until
	TRUMAN ITC	6/08/23	07/08/23

Line	Product No. / Description	Quantity	UOM	Unit Price	Ext. Amount
190	212CSPLITRING 2-1/2" SPLIT RING HANGER-COPPER	2	EA		

CONSENT AGENDA

BA-24-046 Agreement - Cedar Rapids Community School District and Journal Communications, Inc. - Advertising Space - 2023-2024 School Year (Karinne Tharaldson/Adam Zimmermann)

Exhibit: BA-24-046.1-3

Action Item

Pertinent Fact(s):

1. Journal Communications, Inc. publishes Livability Cedar Rapids, Iowa. The publication is an annual magazine that highlights key success metrics, assets, and advantages in the Cedar Rapids metro area. The agreement includes a full page color ad for the magnet school application window, marketing and recruitment for the 2024-2025 School Year. The ad will run from October 2023 through April 2024.
2. The cost of the Agreement will be funded with Federal money awarded by the Magnet School Assistance Program (MSAP) grant.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Journal Communications, Inc. - Advertising Space for the 2023-2024 School Year.

6550 Carothers Pkwy • Suite 420
 Franklin, Tennessee 37067
 (615) 771-0080 • Fax: (615) 771-0079

Journal Communications Inc
 6550 Carothers Parkway
 Suite 420
 Franklin, TN 37067

Advertiser (Bill To):
Adam Zimmermann
Cedar Rapids Community School District
 2500 Edgewood Road NW
 Cedar Rapids , IA 52405
 319-558-2000 | azimmermann@crschools.us

Agency :
No Contact

Sales Rep(s)
(225) Scott Young
 syoung@livmedia.com

Publication: Livability Cedar Rapids, Iowa
Contract Status: Proposed-Sent Out

Billing Email: NONE

Contract Description: Full page bleed- Education

PRINT

Pub / IO #	Issue	Onsale Date	Position	Description
0867 / 116268	04		ITAL : Talent	COLOR, FULL PAGE PREMIUM-Education/Talent
Ad Close Date : 08/11/2023				
Item : Complimentary Copies Item : Print-Disc-CompApprove				
Headline :				
Special Instructions : Digital ad - ad mats by 08/11/23				

Special Instructions

Total Summary

Space : \$5,270.00
 ADJ / DISC : \$-270.00
 Agency DISC : \$0.00
 Sales Tax : \$0.00
Contract NET : \$5,000.00

PLEASE NOTE OUR ADDRESS HAS CHANGED

Advertisement Terms

TERMS

NET 30 DAYS FROM DATE OF INVOICE. Rates are net unless otherwise indicated. Finance charge at a MONTHLY RATE of 1.5% is added to contracted balance if unpaid for 30 days. This is an annual percentage rate of 18%.

Credit Card Processing Fee

All payments processed by a credit card will have a 3% processing fee added to the balance.

CONDITIONS

This is an order and authorization to secure advertising space with Journal Communications Inc. In the event the Advertiser or Agency needs to cancel the contracted advertising space, the Advertiser or Agency is required to submit written notice of cancellation within 7 days of contract, via certified mail, to Publisher.

In the event the Advertiser or Agency fails to adhere to the deadline for submitting ad materials as stated, Publisher will run a previous ad or run the Advertiser's name and address in the space committed for the ad.

Publisher reserves the right to hold the Agency and/or Advertiser jointly and severally responsible for monies due and payable to Publisher. It is further agreed that the Agency and/or Advertiser will pay a reasonable collection/ attorney's fee in the event that it is necessary to place this account in the hands of a collection agency/attorney for collection for any reason. Venue for any disputes arising hereunder shall be at Williamson County, Tennessee. Tennessee Law shall govern all provisions of this contract. The Agency agrees that it is acting for its disclosed principal, the Client, and as such binds itself and the Client to the terms and conditions of this contract. Agency shall be liable for payment of sums due hereunder.

Publisher may look to either Agency or Advertiser for payment. Payment by Advertiser to Agency does not alleviate obligation of Advertiser to Publisher for payment in full. The Publisher is not responsible for any errors in type set by the Publisher for advertisements that have been proofed and approved by the Advertiser or its Agency.

PROOFING POLICY

A PDF color proof will be emailed for approval prior to publication for all original ads. Changes requested by the Advertiser and/or Agency on this proof will be provided at no charge, and a second proof will be emailed if requested. ***Any changes requested by the Advertiser subsequent to the second proof will be billed for production time at an hourly rate (minimum \$50).***

Journal Communications Inc. does not provide a proof for ads submitted digitally or as film. Ad content subject to Publisher's approval. It is understood the Advertiser and/or Agency has approved the material prior to its receipt. Publisher will conclude that the files are set up as Advertiser and/or Agency intends them to be produced and we will output the ad as supplied. Publisher is not responsible for the final quality of the ad. If there is a pre-press problem with the submitted digital file, any extra charges incurred will be billed to the Advertiser and/or Agency with a detailed explanation of the problem.

Production Specifications

SUBMITTING A DIGITAL AD

For submitted digital files, our free services include checking Advertiser- and/or Agency-submitted files to ensure they meet our specifications for magazine printing. Journal Communications is not responsible for enhancing your digital files, resizing to match ad space purchased or proofreading for spelling and grammatical errors. The quality of submitted digital files is the responsibility of the submitter.

If files deviate from the size or specifications on the Digital Submission form, the files will be rejected and must be resubmitted.

Please proof your ad carefully before submission. Resubmitted files will be subject to a \$50 processing fee.

We do not provide a proof for ads we did not produce. It is understood that the files are set up as the Advertiser intended and were approved prior to submission to Journal Communications Inc.

Any extra charges incurred by Journal Communications Inc. due to problems with supplied files will be billed to the Advertiser with a detailed explanation of the problem.

ORIGINAL ADS

Journal Communications Inc. can assist in producing an original ad. Advertiser and/or Agency should provide a basic layout with all necessary materials to produce ad. The advertising salesperson will assist in this process. Journal's Ad Production division provides basic typesetting and design services for original ads free of charge. **These do not include services that an advertising agency would provide.** Journal Communications free basic typesetting and design services include:

- Typing customer-provided text
- Choosing a visually pleasing, professional font
- Placing logo and/or photos in provided layout.

Custom production work, such as cleaning up rough logos, resetting logos, drawing maps and outlining photos, can be performed at an extra charge. Custom work is billed at \$75/hour.

Custom photo work, such as feathering, fading or custom edging, can be performed at a fixed rate per photo. *Please note: All charges/rates listed are subject to change.*

FORMATTED ADS

- All ads produced by the Publisher are formatted in the style approved by the magazine client.
- Visit ads.jnlcom.com for specifications and submission guidelines.
- A low res color PDF proof will be emailed prior to publication.
- Custom production work available at an hourly rate of \$75/hour.

Please note: All charges/rates listed are subject to change.

ONLINE ADS

Visit livmedia.com/ads for submission guidelines.

LISTING ENHANCEMENTS

For enhancements that include a logo, new logos must be submitted by the materials deadline on the contract. Logos that are not received by the deadline will receive a standard logo to be determined by the Publisher.

I, _____, hereby authorize, and agree to all terms and conditions of, this contract.

CONSENT AGENDA

**BA-24-047 Approval – Pavement Replacement Project - Washington High School -
Change Order #1 (Chris Gates/Rob Cornthwaite)**

Exhibit: BA-24-047.1-4

Action Item

Pertinent Fact(s):

1. Rathje Construction Co., is the contractor for the project with a contract amount of \$611,950 and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Rathje Construction Co., is requesting a Change Order in the amount of \$53,775.85, for a new contract amount of \$665,725.85.
 - COR #1 results from an unforeseen condition requiring City required storm sewer upgrades, subgrade stabilization, and storm sewer elevation adjustment.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Rathje Construction Co., for the Pavement Replacement Project - Washington High School.

AIA[®] Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2023-24 Paving Replacements Washington High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: April 05, 2023	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: July 31, 2023
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> Rathje Construction Co. P.O. Box 480 Marion, IA 52302

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per COR 01 (Attached) - City Required Storm Sewer Upgrades, ADD \$24,935.00

Per COR 02 (Attached) - Subgrade Stabilization, ADD \$9,166.25


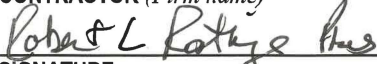
Per COR 03 (Attached) - Storm Sewer Elevation Adjustment, ADD \$19,674.60

The original Contract Sum was	\$ 611,950.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 611,950.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 53,775.85
The new Contract Sum including this Change Order will be	\$ 665,725.85

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

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

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

<u>Solum Lang Architects, LLC</u> ARCHITECT <i>(Firm name)</i>	<u>Rathje Construction Co.</u> CONTRACTOR <i>(Firm name)</i>	<u>Cedar Rapids Community School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
<u>Darci Lorenson, Partner + Architect</u> PRINTED NAME AND TITLE	<u>Robert Rathje, President</u> PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
<u>07.31.2023</u> DATE	<u>7-31-2023</u> DATE	 DATE



Date: June 22, 2023

To: Darci Lorensen - Solum Lang

Project: **CRCSD 23-24 Paving Repl.**
Project # **22042-J**
Washington H.S., Cedar Rapids

Re: COR #1

Rathje #: 7421

Darci,
I am hereby submitting the following change order request to cover work associated with ITC #1.

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
SW-511	2.00	EA	\$3,850.00	0.00%	\$3,850.00	\$7,700.00
SW-502	1.00	EA	\$4,500.00	0.00%	\$4,500.00	\$4,500.00
15" RCP - Open Joint	85.00	LF	\$77.00	0.00%	\$77.00	\$6,545.00
Connect to Existing Structure	1.00	LS	\$1,350.00	0.00%	\$1,350.00	\$1,350.00
Plug Existing VCP to be abandoned	2.00	EA	\$150.00	0.00%	\$150.00	\$300.00
Remove Existing VCP	70.00	LF	\$12.00	0.00%	\$12.00	\$840.00
Remove Existing Storm Intakes	2.00	EA	\$850.00	0.00%	\$850.00	\$1,700.00
Remove / Replace Sidewalk	1.00	LS	\$2,000.00	0.00%	\$2,000.00	\$2,000.00
						\$24,935.00

Please call if you have any questions.

Respectfully,

Darren Fry 319-360-1587

Signature and Date of Authorized Representative - Solum Lang Architects

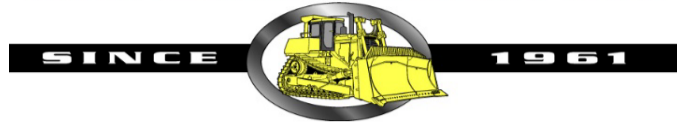
7/5/23

Signature and Date of Authorized Representative - CRCSD

7/12/23

RATHJE

CONSTRUCTION CO.



Date: June 22, 2023

To: Darci Lorensen - Solum Lang

Project: **CRCSD 23-24 Paving Repl.**

Project # **22042-J**

Washington H.S., Cedar Rapids

Re: COR #2

Rathje #: 7421

Darci,

I am hereby submitting the following change order request to cover corrections to the subgrade at Washington H.S. as determined by our last 2 proof-rolls with Brent Jackman.

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
Geogrid, placed.	415.00	SY	\$2.75	0.00%	\$2.75	\$1,141.25
Core out 6" depth, additional subbase with grid	107.00	CY	\$75.00	0.00%	\$75.00	\$8,025.00
						\$9,166.25

Please call if you have any questions.

Respectfully,

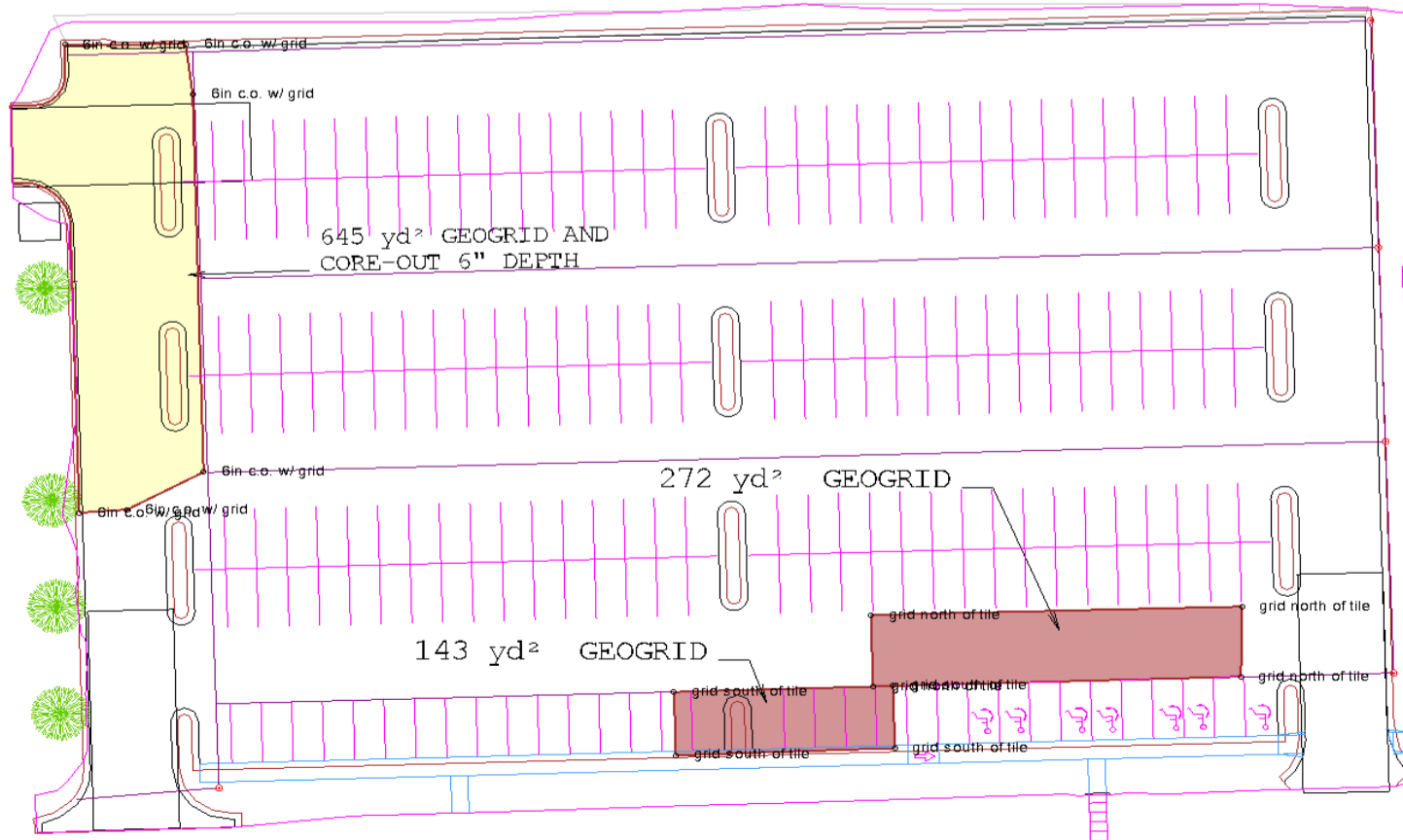
Darren Fry 319-360-1587

7/5/23

Signature and Date of Authorized Representative - Solum Lang Architects

7/12/23

Signature and Date of Authorized Representative - CRCSD



RATHJE CONSTRUCTION CO.



Date: July 25, 2023

To: Darci Lorensen - Solum Lang

Project: **CRCSD 23-24 Paving Repl.**
Project # **22042-J**
Washington H.S., Cedar Rapids

Re: COR #3

Rathje #: 7421

Darci,

I am hereby submitting the following change order request to cover additional work requested in ITC 02.

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
Pavement removal and sawcutting	159.00	SY	\$20.00	0.00%	\$20.00	\$3,180.00
Core out 6" depth, add subbase with grid	35.00	CY	\$75.00	0.00%	\$75.00	\$2,625.00
6" PCC, including curb	158.00	SY	\$67.00	10.00%	\$73.70	\$11,644.60
Additional backfill and restoration	1.00	LS	\$425.00	0.00%	\$425.00	\$425.00
Lower existing storm sewer intake	1.00	LS	\$1,800.00	0.00%	\$1,800.00	\$1,800.00
						\$19,674.60

Please call if you have any questions.

Respectfully,

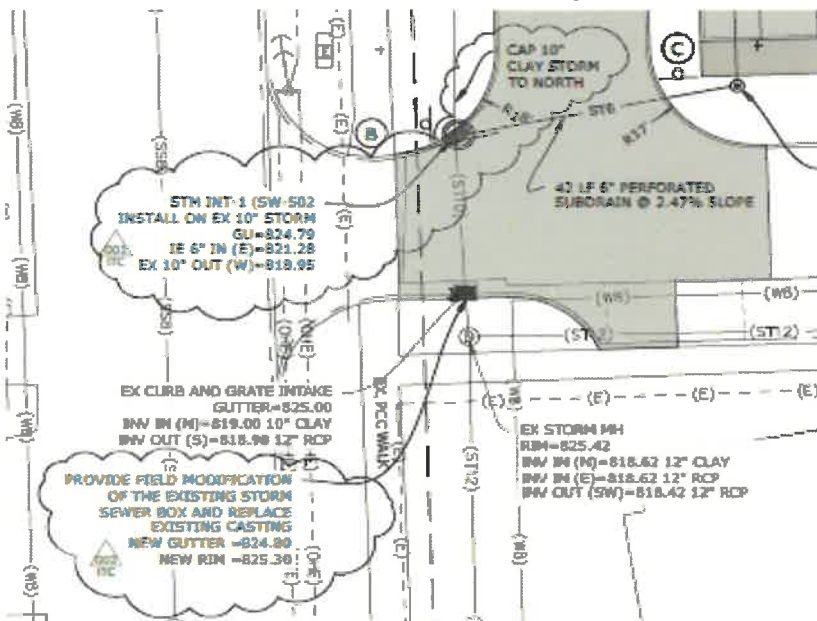
Darren Fry 319-360-1587

7/27/23

Signature and Date of Design Professional - Solum Lang Architects

7/31/23

Signature and Date of Owner's Representative - CRCSD



CONSENT AGENDA

BA-24-048 **Approval – Fire Alarm Upgrades - Truman Early Learning Center - Change Order #1 (Chris Gates/Ben Merta)**

Exhibit: BA-24-048.1-3

Action Item

Pertinent Fact(s):

1. Streff Electric is the contractor for the project with a contract amount of \$118,454 and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Streff Electric is requesting a Change Order in the amount of \$266.06, for a new contract amount of \$118,720.06.
 - COR #1 results from an owner’s request requiring an additional strobe.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Streff Electric for the Fire Alarm Upgrades Project - Truman Early Learning Center.

AIA[®] Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2023-24 Fire Alarm Upgrades - Truman Early Learning Center Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: December 20, 2022	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: August 1, 2023
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> Streff Electric, Inc. 751 Center Point Rd NE Cedar Rapids, IA 52402

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per COR1 (Attached) - Add horn strobe per ITC 01, ADD \$266.06

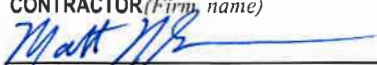
The original Contract Sum was	\$ 118,454.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 118,454.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 266.06
The new Contract Sum including this Change Order will be	\$ 118,720.06
The Contract Time will be increased by Zero (0) days	
The new date of Substantial Completion will be	

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

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

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

SIGNATURE
 Darei Lorensen, Partner + Architect
PRINTED NAME AND TITLE
 8/1/2023
DATE

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

SIGNATURE
 Matt Shaver
PRINTED NAME AND TITLE
 8/1/2023
DATE

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

SIGNATURE

PRINTED NAME AND TITLE

DATE

STREFF ELECTRIC, INC.

RESIDENTIAL * COMMERCIAL * INDUSTRIAL
751 CENTER POINT ROAD NE
CEDAR RAPIDS, IA 52402-4662
PHONE (319) 363-7033 FAX (319) 363-5752

Proposal and Acceptance

Page 1 of 1
Date: Aug 01, 2023

Submitted To: Darci / Solum Lang Architects, LLC
Email: dlourensen@solumlangarchitects.com
Job Name: CRCSD Truman Fire Alarm ITC-01

We hereby submit the following quote:

Install (1) spare wall mount clear strobe and (1) spare wall mounted amber strobe within the new IMC work room per ITC-01.

Total: \$266.06

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows: Upon Completion.

Cash on completion. A finance charge on accounts over 30 days past due will be made at 1 ½ % per month.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other insurance. Our workers are fully covered by Workman's Compensation Insurance.

Matt N Shaver President 08/01/2023

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

BEN WERTZ

Signature for Acceptance-CRCSD

8/1/2023

Date

Darci Lourensen

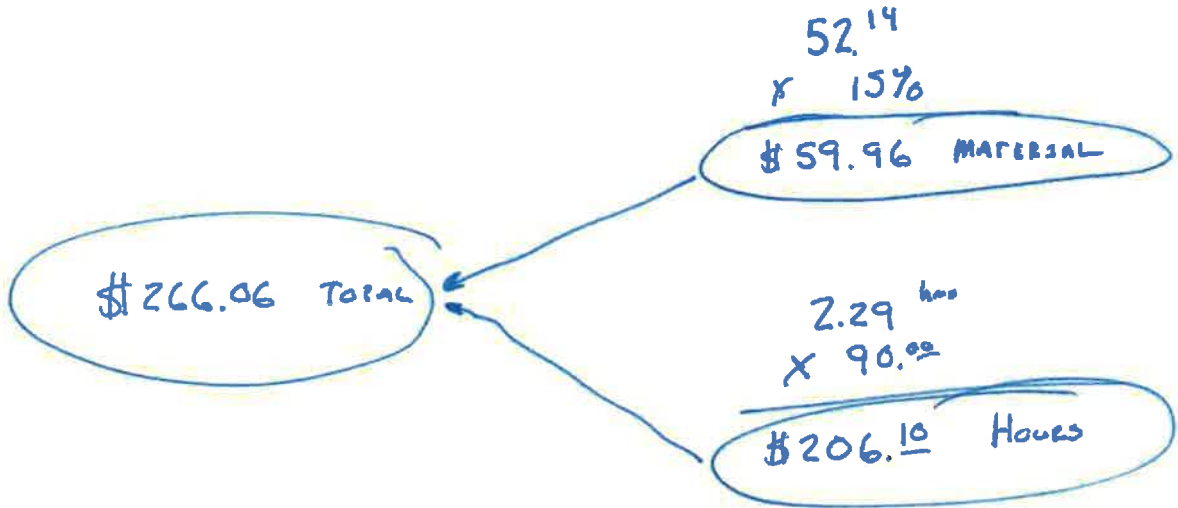
Solum Lang Architects Representative

8/1/2023

Date

ITC # 01

	Description	Quantity	Total Material	Total Hours
1	1/2" CONDUIT - EMT	20	17.11	0.56
2	1/2" CONN SS DC - EMT	2	1.14	0.16
3	1/2" COUPLING SS DC - EMT	2	1.25	0.06
4	1/2" 1-H STRAP - EMT - STEEL	6	1.45	0.29
5	#18/2C CL2 JKT T-STAT CBL	60	9.79	0.31
6	4x 1 1/2" SQ BOX COMB KO	2	12.40	0.46
7	4" SQ 1G PLSTR RING 5/8" RISE	2	7.91	0.05
8	#8x 3/4 P/H SELF-TAP SCREW	4	0.28	0.10
9	#10x 1 P/H SELF-TAP SCREW	10	0.82	0.30
	Totals	108	52.14	2.29



CONSENT AGENDA

BA-24-049 **Approval – New Elementary at the Arthur (Trailside) Elementary School Site Project - Change Order #2 (Chris Gates)**

Exhibit: BA-24-049.1

Action Item

Pertinent Fact(s):

1. Larson Construction is the contractor for the project with a contract amount of \$29,453,000, and the source of funding is the Secure an Advanced Vision for Education fund (SAVE).
2. Larson Construction is requesting a Change Order deducting the amount of \$227.42, for a new contract amount of \$29,452,772.58.
 - COR #002 results from an owner's request for a refrigerant change.
 - COR #003 results from an error or omission on the plans and specifications resulting in a change from wall type W3 to W4.

Recommendation:

It is recommended that the Board of Education approve Change Order #2 to Larson Construction for the New Elementary at the Arthur (Trailside) Elementary School Site Project.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> 22219000 Trailside Elementary 2630 B Ave NE Cedar Rapids, IA 52402	CONTRACT INFORMATION: Contract For: General Construction Date: 02/28/2023	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 6/7/2023
OWNER: <i>(Name and address)</i> Cedar Rapids School District 2500 Edgewood Road NW Cedar Rapids, IA 52405	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 Fifth Avenue SE, Suite 201 Cedar Rapids, IA 52401	CONTRACTOR: <i>(Name and address)</i> Larson Construction 600 17 th Street, P.O. Box 112 Independence, IA 50644

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 002 Refrigerant Change	(-\$24,000.00)
COR 003 Wall Type W3 to W4	\$23,772.58
TOTAL: (-\$227.42)	

The original Contract Sum was	\$ 29,453,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 29,453,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 227.42
The new Contract Sum including this Change Order will be	\$ 29,452,772.58

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

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

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

<u>OPN Architects</u> ARCHITECT <i>(Firm name)</i>	<u>Larson Construction</u> CONTRACTOR <i>(Firm name)</i>	<u>Cedar Rapids Community School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Chad Schumacher, Construction Administrator PRINTED NAME AND TITLE	Doug Larson PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
6-14-23 DATE	06/14/23 DATE	 DATE

CONSENT AGENDA

BA-24-050 Preliminary Approval - McKinley STEAM Academy & Roosevelt Creative Corridor Business Academy - Gym Roof Top Unit Replacement Project (Chris Gates/Tammy Carter)

Exhibit: BA-24-050.1

Action Item

Pertinent Fact(s):

1. The Administration herewith submit specification, and form of contract for Cedar Rapids Community School District– McKinley STEAM Academy & Roosevelt Creative Corridor Business Academy – Gym Roof Top Unit Replacement Project.

2. Schedule leading to award of contract:

Notice to Bidders	Publish	August 16, 2023
Receive Bids	2:30pm	September 7, 2023
Notice of Public Hearing	Publish	September 20, 2023
Hold Public Hearing		September 25, 2023
Award Contract		September 25, 2023

3. The project consists of gym roof-top HVAC replacement at McKinley STEAM Academy and Roosevelt Creative Corridor Business Academy. The Architect’s estimate for construction is \$575,000 and the funding source for the project is the Physical Plant and Equipment Levy fund (PPEL).

Recommendation:

It is recommended that the Board of Education approve the Preliminary Documents and Schedule for the McKinley STEAM Academy and Roosevelt Creative Corridor Business Academy - Gym Roof Top Unit Replacement Project.



August 2, 2023

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 2024-25 Gym RTU Replacements – McKinley &
Roosevelt Middle Schools

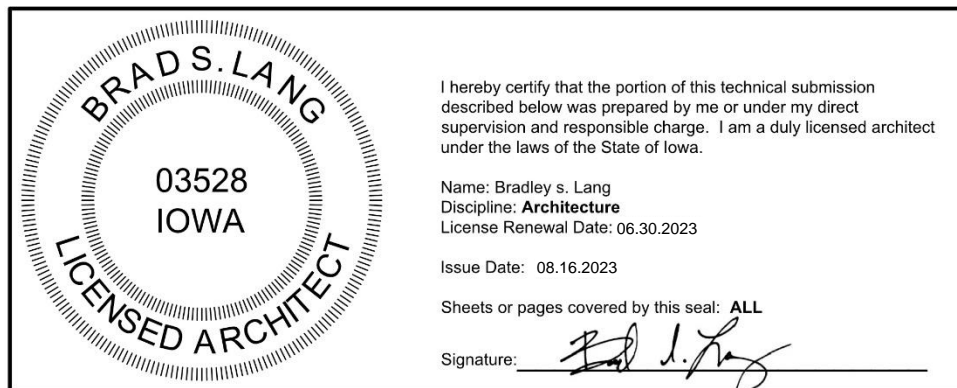
Dear Chris:

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: \$575,000.00

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-24-051 Agreement – Cedar Rapids Community School District and Tanager Place -
Learner Support Specialist - 2023-2024 School Year
(Karinne Tharaldson/Adam Zimmermann)**

Exhibit: BA-24-051.1-3

Action Item

Pertinent Fact(s):

1. Tanager Place is a children's human service agency that offers programs that focus on prevention, treatment, and outreach and serve over 4,000 children, teens, and young adults each year.
2. The cost of the Agreement will be funded with Federal money awarded by the Magnet School Assistance Program (MSAP) grant.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Tanager Place - Learner Support Specialist for the 2023-2024 School Year.



LEARNER SUPPORT SPECIALIST AGREEMENT (SCHOOL BASED SERVICES)

7/12/2023

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

This Learner Support Specialist Agreement Agreement (the “Agreement”) is made and entered into this day between Tanager Place, an Iowa non-profit organization, (“Tanager Place”) and Cedar Rapids Community School District (the “District”). In consideration of the mutual promises made herein, it is agreed as follows:

Section 1. Services Provided

- 1.1 **Services:** Tanager Place will provide support services for students within the District at Cedar River Academy at Taylor.
- 1.2 **Methods:** Tanager Place will determine the specific method, details, and means of performing said nature based student support services and any services outlined below. However, the District, at any point, reserves the right to request alteration to the method, details, and means selected by Tanager Place.

Section 2. District Responsibilities

- 2.1 Evaluate the outcomes of initiatives and work with Tanager Place to adjust student support services based upon said outcomes.
- 2.2 Provide Tanager Place with access to interior space(s) at school buildings designated by the District which may include classrooms or office space. The space(s) designated by the District should be available to Tanager Place Monday through Friday from 8:00 AM until 4:00 PM. The space(s) designated by the District should include access to a confidential space as needed for services to be rendered.

Section 3. Tanager Place Responsibilities

- 3.1 Provide a Bachelors level (social work or similar field) Learner Support Specialist to provide strength based, family centered, community and sustainability focused support services to students on site at locations designated by the District.
 - a) Learner Support Specialist shall attend all days agreed upon.
 - b) Absences shall be communicated to building principals.
 - c) Learner Support Specialist shall be subject to a background check by the District prior to starting work at the District.
- 3.2 Provide oversight and management for any Learner Support Specialist and maintain liability insurance for any Learner Support Specialist that meets the following requirements:

- a) During the duration of this Agreement, Tanager Place will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$3,000,000.
 - b) To the extent permitted by law, the District will indemnify and hold harmless Tanager Place 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) Tanager Place 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 Tanager Place's and/or the Learner Support Specialist's negligence or willful misconduct in the performance of its duties under this Agreement.
- 3.3 Provide referral to Outpatient Services, School Based Services, Behavioral Health Intervention Services (BHIS) and Pediatric Integrated Health (PIH) services to families who are eligible and seeking the services.
 - 3.4 Educate school personnel and staff as needed related to mental health issues in children, trauma informed care, nature based care or other topics determined jointly with the District.
 - 3.5 Work with the District to reach shared goals.
 - 3.6 Provide holistic support services in collaboration with the district, as outlined in the Tanager Place School Based Program holistic services menu.
 - 3.7 Provide the District with a Press Kit to support the District in increasing awareness of Tanager Place services offered to students and families in the District.

Section 4. Term and Termination

- 4.1 **Term:** This Agreement will be effective July 1, 2023 through June 30, 2024.
- 4.2 **Termination:** Notwithstanding any provision of this Agreement to the contrary, either party may, terminate the Agreement without cause at any point in time, given thirty days' notice or upon a mutually agreed upon date, consistent with the notice provisions of the Agreement.

Section 5. Compensation and Benefits

- 5.1 **Compensation:** Tanager Place shall receive \$58,000 per FTE providing services between July 1, 2023 and June 30, 2024. Cedar Rapids Community School District is allocating funds for no more than 1 FTE for this time period.
- 5.2 **Payment:** Tanager Place will submit an invoice by January 13, 2024 and June 13, 2024 and payment will be due within thirty (30) days of the invoice date.

Section 6. Medical Records and Confidentiality

- 6.1 **Medical Records:** The District agrees and acknowledges that the medical records of all Tanager Place patients are the property of Tanager Place.
- 6.2 **Confidentiality:** Tanager Place and the District shall maintain student privacy and confidentiality as mandated under the Health Insurance Portability and Accountability Act (HIPAA) and/or the Family Educational Rights and Privacy Act (FERPA), as applicable.

Section 7. General Terms and Conditions

- 7.1 **Applicable Law:** This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Iowa without regard to its choice of law provision.
- 7.2 **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of the District and a duly authorized representative of Tanager Place.
- 7.3 **Notices:** All notices hereunder by either party to the other shall be given in writing. All notices, demands and requests shall be deemed effective upon personal delivery or receipt of such notice by registered or

certified mail. Notice shall be given to the parties at the addresses listed in this Agreement or other addresses as may be in writing provided by one party to the other.

Section 8. Complete Agreement

- 8.1 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter contained in this Agreement.
- 8.2 Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement.

Board President
Cedar Rapids Community School District

Okpara Rice, CEO
Tanager Place

Date

Date

CONSENT AGENDA

BA-24-052 Amended Agreement - Cedar Rapids Community School District and RSP Associates, LLC - Professional Services - 2023-2024 School Year (Tawana Grover)

Exhibit: BA-24-052.1-2

Action Item

Pertinent Fact(s):

RSP & Associates works with CRCSD Leadership to provide various services associated with enrollment, facility, and boundary studies. The proposed Amendment is for enrollment studies regarding the bond referendum.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement with Cedar Rapids Community School District and RSP & Associates, LLC - Professional Services for the 2023-2024 School Year.



June 13, 2023

Cedar Rapids Community Schools
Attn: Dr. Tawana Grover
2500 Edgewood Rd NW
Cedar Rapids, IA 52405

Re: Renewal of Professional Services Agreement

Dear Dr. Grover:

RSP Associates, LLC, ("RSP") and Cedar Rapids Community Schools ("District") are parties to that certain Professional Services Agreement (the "PSA") (Statement of Work RSP 00319) dated June 14, 2021, pursuant to which RSP is providing certain professional services to District. Effective June 13, 2023, District hereby renews the term of the PSA for one year with the stated scope of service and cost changes listed below:

Boundary Process: \$31,500 Total

- o Scenario Development: \$8,000
- o Zoom Meetings: Cost per meeting \$2,500 (1 BOE,3 ELT)
 - (Includes prep, meeting time and follow up)
- o In Person Meetings: Cost per meeting \$5,000 (2 Public Input)
 - (Includes prep, meeting time and follow up)
- o MetroQuest Survey: \$3,500
- o Completion no later than July 2023

This letter agreement shall be governed by and construed in accordance with the substantive laws of the State of Iowa (without regard to conflicts of laws principles), and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such. All other terms and conditions in the PSA shall remain in full force and effect for the renewal term(s) described herein.

If you are in agreement with the terms outlined above, please sign below to signify your acceptance and return the signed letter to me at the above address.

Sincerely,

RSP & Associates, LLC

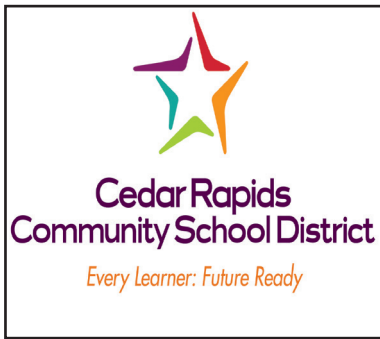
Robert Schwarz, AICP, CFP
Owner

Accepted and Agreed to:

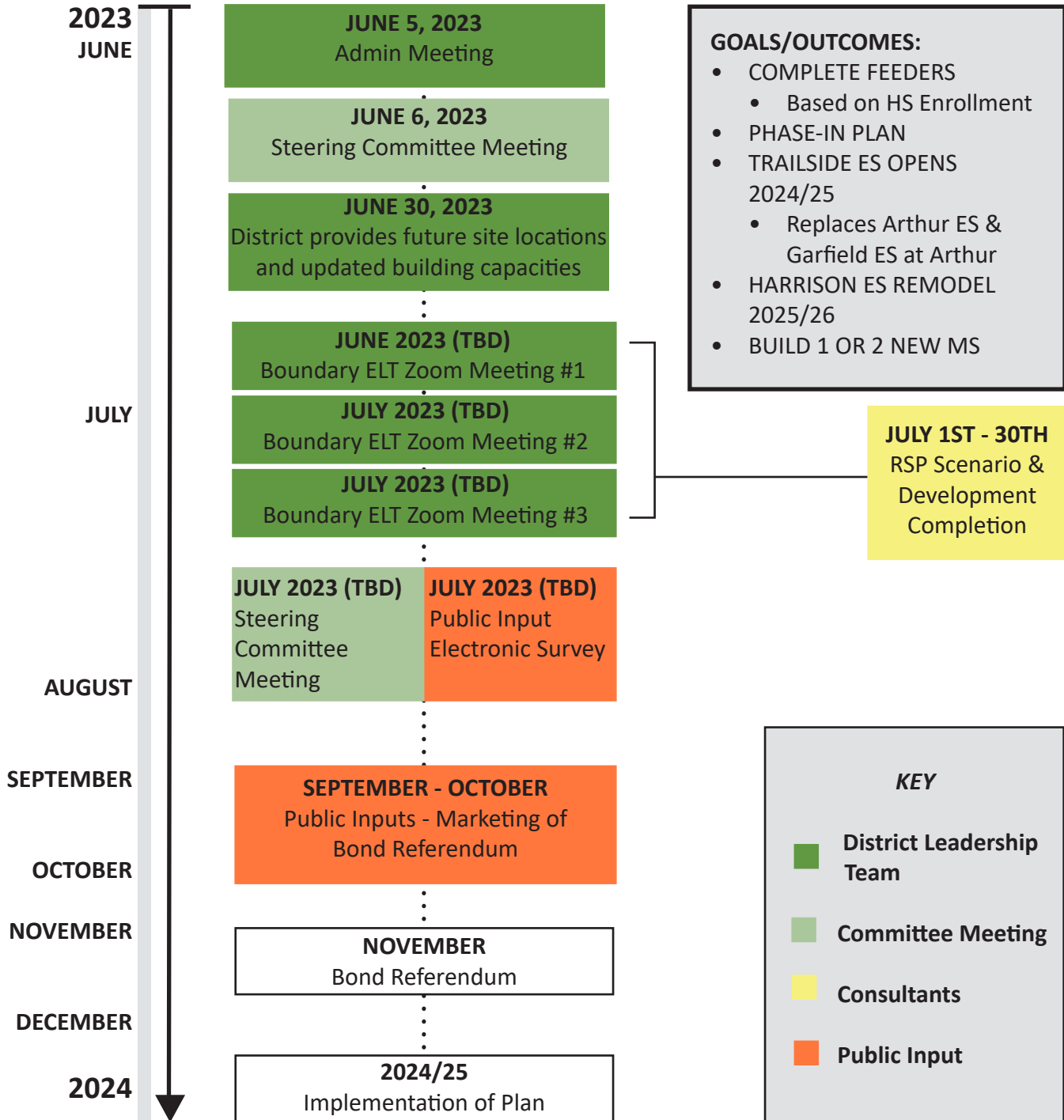
By: _____

Name: _____

Title: _____



Planning for the Future Process



CONSENT AGENDA

~~BA-24-053 — Tabulation — Office Reconfiguration (Ryan Rydstrom)~~

~~Exhibit: BA-24-053.1-15~~

Action Item

Pertinent Fact(s):

~~Workspace Inc. markets the education environments and is the equipment and office space provider for Educational Learning and Support Center. The proposed tabulation is for a reconfiguration of office space to allow for more collaborative environment.~~

Recommendation:

~~It is recommended that the Board of Education approve the Tabulation — Office Reconfiguration and award the Agreement to Workspace, Inc.~~



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

BA-24-053.1-15
Quotation 72626 Page 1
Quote Date 07/07/23
Project 6022
Customer CEDAR
Terms Net 30
Account Representative Sarah Scott

Quote To

Accounts Payable
Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids IA 52405-1015

Ship To

Ryan Rydstrom
Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids IA 52405-1015

Phone +1 (319) 558-2301
accountspayable@crschools.us

Phone +1 (319) 509-5993
rrydstrom@crschools.us

Sales Location Hiawatha

Invoice will include any vendor surcharges in effect at the time of order.

Workspace reserves the right to apply a contingency fee of up to 5% of the quoted total to recover unplanned costs incurred during delivery/installation such as additional handling/trips due to job site readiness, storage needs, and changes to scope.

Description	Quantity	Unit Price	Extended Price
Conference Room			
1 FLXMB - Flex; Markerboard Height: 71.00000 STEELCASE Tag For Conference Room MB/71	1	462.73	462.73
2 FLXMB4 - Flex; Markerboard, Package quantity 4 Height: 71.00000 STEELCASE Tag For Conference Room MB/71	2	1,526.22	3,052.44
3 FLXWR - Flex; Wall rail Width: 60.00000 Wall Rail Finish: Textured Paint 7360 - MERLE STEELCASE Tag For Conference Room WR/60	2	497.61	995.22
4 FLXWR - Flex; Wall rail Width: 72.00000 Wall Rail Finish: Textured Paint 7360 - MERLE STEELCASE	1	497.61	497.61

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

Description	Quantity	Unit Price	Extended Price
4 Tag For Conference Room WR/72			
Sub Total			5,008.00
Total			5,008.00
Quotation Totals			
Sub Total			5,008.00
WORKSPACE Design			1,500.00
WORKSPACE Installation			3,074.58
ESI ERGONO Freight Program Charges			25.00
Grand Total			9,607.58

End of Quotation

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____



workspace

309 Locust St.
Des Moines, IA 50309
(T) 515-288-7090 (F) 515-288-0250
www.workspaceinc.net

TERMS AND CONDITIONS OF SALE

- 1. ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
- 2. CHANGE ORDERS:** Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
- 3. RETURNS:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
- 4. PRICE:** All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
- 5. TAX:** Proposals and orders are subject to applicable sales tax.
- 6. TERMS:** Net 30 days.
- 7. DELIVERY:** In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
 - A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
 - B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
 - C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
 - D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
 - E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
 - F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
- 8. DELIVERY/ INSTALLATION DELAYS:**
 - A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
 - B. STORAGE: if premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
 - C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
- 9. SHIPMENTS:** Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
- 10. DEPOSITS:** A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
- 11. ACCEPTANCE:** All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
- 12. LIMITED LIABILITY:** the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCHASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.
- 13. LIEN AND SECURITY INTEREST:** Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
- 14. COSTS AND ATTORNEY FEES:** In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
- 15. TRADE/MANUFACTURE STANDARDS:** The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
- 16. LACK OF CONTROL:** Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
- 17. ADDITIONAL TERMS:** Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
- 18. PAYMENT OPTIONS:** Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

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BA-24-053.1-15
Quotation 72579 Page 4
Quote Date 07/13/23
Project 6022
Customer CEDAR
Terms Net 30
Account Representative Sarah Scott

Quote To

Accounts Payable
Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids IA 52405-1015

Ship To

Ryan Rydstrom
Cedar Rapids Community Schools
2500 Edgewood Rd NW
Cedar Rapids IA 52405-1015

Phone +1 (319) 558-2301
accountspayable@crschools.us

Phone +1 (319) 509-5993
rrydstrom@crschools.us

Sales Location Hiawatha

Invoice will include any vendor surcharges in effect at the time of order.

Workspace reserves the right to apply a contingency fee of up to 5% of the quoted total to recover unplanned costs incurred during delivery/installation such as additional handling/trips due to job site readiness, storage needs, and changes to scope.

Description	Quantity	Unit Price	Extended Price
Office - conference area			
1 E6AT2436 - Cushion top, 1 or 2 high lateral application, 24D x 36W UPHISTRY: 5999 MISC FABRIC PALLAS TEXTILES Purchaser: VENDOR Pattern: MARBLES -27.213 Color: ROYAL HIGHNESS -067 Direction: VERTICAL STEELCASE Tag For Office - conference area CUSH/36	3	614.96	1,844.88
2 E6NM3621 - Panel-Modesty, 36W x 21 1/2H BASIC: 2HBN BISQUE NOCE (HPL) STEELCASE Tag For Office - conference area MP/36	5	238.96	1,194.80
3 E6PD223621P - Storage, Plinth base, Open, 22 1/4D x 36W x 21 1/2H BASIC: 2HBN BISQUE NOCE (HPL) TECH TRO: *OPT:TECHNOLOGY TROUGH OPTION NO TECH: NO TECHNOLOGY TROUGH SHELF OPT: *OPT:SHELF OPTION	3	756.42	2,269.26

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Description	Quantity	Unit Price	Extended Price
3 3/4 SHLF: STD:3/4 INCH SHELF STEELCASE Tag For Office - conference area OB/36			
4 E6PD233621C - Storage, Plinth base, Box / file, 23 1/4D x 36W x 21 1/2H BASIC: 2HBN BISQUE NOCE (HPL) FRONT: 2HBN BISQUE NOCE (HPL) LOCK: 9201 POLISHED CHROME KEYS: SK PLUG PULL OPT: *OPT:PULL OPTION PULL LAM: PULLS FOR LAM FRT BEAMPULL: BEAM PULL PULL: PULL AND ALUM: *PULL:METALS 8043: CLEAR ANODIZED ALUM TECH TRO: *OPT:TECHNOLOGY TROUGH OPTION NO TECH: NO TECHNOLOGY TROUGH WGHT PKG: *OPT:COUNTERWEIGHT PKG WEIGHT: COUNTERWEIGHT PKG FFRNTOPT: *OPT:FRONT OPTIONS FULL FRT: FULL FRONT STEELCASE Tag For Office - conference area BF/36	2	951.20	1,902.40
5 E6WS2436 - Worksurface-Straight, 24D x 36W TOP-SURF: 2HBN BISQUE NOCE (HPL) PROF OPT: *OPT:WORKSURFACE PROFILE OPTIONS LAMPROF: LAMINATE WKSF PROFILE OPTIONS LAM SQ: LAM WS 3MM PLASTIC EDGE: EDGE PLASTIC: *EDGE:PLASTIC 6708: BISQUE NOCE SCAL OPT: *OPT:SCALLOP OPTION NO SCAL: STD:NO SCALLOPS STEELCASE Tag For Office - conference area 24/36	2	155.24	310.48

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Description	Quantity	Unit Price	Extended Price
6 HRUCK5L - Ruck Shell Stool Laminate Selection: \$(L1STD): Gr L1 Standard Laminates .LDW1: Designer White 15051 Select Paint Option: .PR8: Silver Texture HON INDUST Tag For Office - conference area HRUCK5L	6	311.80	1,870.80
7 69N1024SHFML - LOCHLYN,10DX24W,FLOATING SHELF, WALL MOUNT,LAMINATE LAMINATE COLOR: G1012: PHANTOM ECRU KIMBALL IN Tag For Office - conference area 1024SHFML	2	248.63	497.26
8 69N1036SHFML - LOCHLYN,10DX36W,FLOATING SHELF, WALL MOUNT,LAMINATE LAMINATE COLOR: G1012: PHANTOM ECRU KIMBALL IN Tag For Office - conference area 1036SHFML	1	262.65	262.65
9 ARIASM46WH - Aria - Low Profile 4' x 6' Aria Low Profile Glassboard, Magnetic, Horizontal, White Additional Information: •4 markers and eraser included with Aria •LEVEL ® 2, BIFMA's sustainability certification •4 rare earth magnets included - Glass Color: PMS 11-0601 White - Weight (LB): 132.00 - Warranty: 50 Year STOREY KEN Tag For Office - conference area GLSBRD/72/48	2	930.25	1,860.50
10 TS4TL40 - Campfire; Big Table, 96W x 48D x 40H TOP OPT: *OPT:TOP OPTION HPL TOP: HPL TOP TOP-SURF: TOP SURFACE LAM HPL: *TOP-SURF:LAMINATE (HPL) 2HBN: BISQUE NOCE (HPL) CON OPT: *OPT:CONTRASTING MODESTY PNL OPTION	1	1,821.05	1,821.05

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Description	Quantity	Unit Price	Extended Price
10 NOCONMOD: NO CONTRASTING MODESTY PANEL STEELCASE Tag For Office - conference area 48/96			
Sub Total			13,834.08
Total			13,834.08
Office - desk area			
11 451-B7460FI - Circa; Bench-Modular, 60 degree wedge, Inside facing UPHOLS: 5999 MISC FABRIC PALLAS TEXTILES Purchaser: VENDOR Pattern: MARBLES -27.213 Color: ROYAL HIGHNESS -067 Direction: HORIZONTAL LEGOPT: *OPT:LEG OPTION 5LEGS: 5 LEGS TAPMETAL: TAPERED METAL LEG LEGSELT: LEG SELECTIONS MTLLEGS: *LEGSELT:METAL LEG FINISH OPTIONS 4141: PLATINUM MATTE FAB BACK: *OPT:ACRYLIC LATEX BACKING NOBACKER: FABRIC BACKER NOT REQUIRED COALESSE Tag For Office - desk area CIRCA/B	1	2,290.22	2,290.22
12 AWQF - Bracket-Flush mount STEELCASE Tag For Office - desk area FM	1	18.05	18.05
13 CFINTRODSLIDE - CF Series Intro Dual Monitor Arm Arm Finish: Smooth Paint ZW01 - PEARL SNOW Bracket Type: Dual C-Clamp STEELCASE Tag For Office - desk area CFI-D-C	1	272.84	272.84
14 DSPOWER - Powerstrip-Desktop Power Configuration: 2 Power, 1 USB A, 1 USB C 10W Power Finish: Plastic - PG1 6053 - SEAGULL Power Mount: C-Clamp	1	225.62	225.62

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Description	Quantity	Unit Price	Extended Price
14 Utility Power: No Utility Power Plug Type: STANDARD NEMA 5-15 3-PRONG Power Cord: 10' Standard Cord Cord Color: Black PVC: With PVC STEELCASE Tag For Office - desk area PS/2P-10S			
15 DSTRAYLG - Tray-Cable Management, Smart straps, 30W STEELCASE Tag For Office - desk area TS	1	62.01	62.01
16 DSUP - Under Worksurface Utility Power Utility Power: 1 Utility, 1 Female Plug, Tray Power Cord: 6' Standard Cord Cord Color: Black Power Plug Type: STANDARD NEMA 5-15 3-PRONG STEELCASE Tag For Office - desk area UP/6SC	1	79.66	79.66
17 E6KW243065 - Wardrobe, Plinth base, 24D x 30W x 65 5/8H BASIC: 2HBN BISQUE NOCE (HPL) DOOR OPT: *OPT:DOOR OPTION LAM DOOR: LAMINATE DOOR DOOR: DOOR LAMINATE: *DOOR:LAMINATE FINISHES 2HBN: BISQUE NOCE (HPL) LOCK OPT: *OPT:LOCK OPTION LOCKOPT: LOCKING WOOD AND LAMINATE KEY OPT: KEYING OPTIONS SK PLUG: STANDARD KEY PLUG LOCKING: LOCKING FINISH (REQUIRED) LOCK: LOCK POL CHR: *LOCK:POLISHED CHROME 9201: POLISHED CHROME PULL OPT: *OPT:PULL OPTION PULL LAM: PULLS FOR LAM DR	1	1,510.31	1,510.31

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Description	Quantity	Unit Price	Extended Price
17 BEAMPULL: BEAM PULL PULL: PULL AND ALUM: *PULL:METALS 8043: CLEAR ANODIZED ALUM FFRNTOPT: *OPT:FRONT OPTIONS FULL FRT: FULL FRONT STEELCASE Tag For Office - desk area WR/65			
18 E6NC1127 - Panel-Center support, 11D x 27 1/2H BASIC: 2HBN BISQUE NOCE (HPL) STEELCASE Tag For Office - desk area CP	1	159.45	159.45
19 E6NLT231527L - Panel-End, Plinth base, Left hand, L leg, 23 1/4D x 15W x 27 1/2H BASIC: 2HBN BISQUE NOCE (HPL) STEELCASE Tag For Office - desk area EP/23	1	335.72	335.72
20 E6NLT231527R - Panel-End, Plinth base, Right hand, L leg, 23 1/4D x 15W x 27 1/2H BASIC: 2HBN BISQUE NOCE (HPL) STEELCASE Tag For Office - desk area EP/23	1	335.72	335.72
21 E6NM3627 - Panel-Modesty, 36W x 27 1/2H BASIC: 2HBN BISQUE NOCE (HPL) STEELCASE Tag For Office - desk area MP/36	1	258.73	258.73
22 E6NM9627 - Panel-Modesty, 96W x 27 1/2H BASIC: 2HBN BISQUE NOCE (HPL) PASS OPT: *OPT:PASS THRU OPT NO PASS: STD:NO PASS STEELCASE Tag For Office - desk area MPF/96	1	598.24	598.24
23 E6PD163627P - Pedestal, Plinth base, Open, 16 1/4D x 36W x 27 1/2H BASIC: 2HBN BISQUE NOCE (HPL)	1	743.80	743.80

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Description	Quantity	Unit Price	Extended Price
23 SHELF OPT: *OPT:SHELF OPTION 3/4 SHLF: STD:3/4 INCH SHELF STEELCASE Tag For Office - desk area BC/2H/36			
24 E6PD233627F - Pedestal, Plinth base, File / file, 23 1/4D x 36W x 27 1/2H BASIC: 2HBN BISQUE NOCE (HPL) FRONT: 2HBN BISQUE NOCE (HPL) LOCK: 9201 POLISHED CHROME KEYS: SK PLUG PULL OPT: *OPT:PULL OPTION PULL LAM: PULLS FOR LAM FRT BEAMPULL: BEAM PULL PULL: PULL AND ALUM: *PULL:METALS 8043: CLEAR ANODIZED ALUM DWR CON: *OPT:DRAWER CONSTRUCTION MITE FLD: MITER FOLD CONSTRUCTION WGHT PKG: *OPT:COUNTERWEIGHT PKG WEIGHT: COUNTERWEIGHT PKG FFRNTOPT: *OPT:FRONT OPTIONS FULL FRT: FULL FRONT STEELCASE Tag For Office - desk area FF	1	898.19	898.19
25 E6WD3072 - Worksurface-Desk, 30D x 72W TOP-SURF: 2HBN BISQUE NOCE (HPL) PROF OPT: *OPT:WORKSURFACE PROFILE OPTIONS LAMPROF: LAMINATE WKSF PROFILE OPTIONS LAM SQ: LAM WS 3MM PLASTIC EDGE: EDGE PLASTIC: *EDGE:PLASTIC 6708: BISQUE NOCE STEELCASE Tag For Office - desk area 30/72	1	376.95	376.95
26 E6WS2496 - Worksurface-Straight, 24D x 96W	1	613.80	613.80

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Description	Quantity	Unit Price	Extended Price
26 TOP-SURF: 2HBN BISQUE NOCE (HPL) PROF OPT: *OPT:WORKSURFACE PROFILE OPTIONS LAMPFROF: LAMINATE WKSF PROFILE OPTIONS LAM SQ: LAM WS 3MM PLASTIC EDGE: EDGE PLASTIC: *EDGE:PLASTIC 6708: BISQUE NOCE SCAL OPT: *OPT:SCALLOP OPTION NO SCAL: STD:NO SCALLOPS STEELCASE Tag For Office - desk area 24/96			
27 EEWSL - Straight Laminate Worksurface Depth: 24.00000 Width: 104.00000 Top Surface Finish: Woodgrain HPL 2HBN - BISQUE NOCE (HPL) Grain Direction: Long Grain Scallop: No Scallop Edge Profile: 3MM Plastic Edge Edge Finish: Plastic - PG1 6708 - BISQUE NOCE Grommet: No Grommet STEELCASE Tag For Office - desk area 24/104	1	696.26	696.26
28 EEWSMHL - Hanging Modesty Laminate Panel Width: 54.00000 Height: 12.00000 Panel Finish: Woodgrain HPL 2HBN - BISQUE NOCE (HPL) Bracket Finish: Smooth Metallic 4799 - PLATINUM METALLIC Grain Direction: Vertical Scallop: No Scallop STEELCASE Tag For Office - desk area MP/54	1	240.22	240.22
29 TROUGH-DLX-KIT - 2-4"W x 18"L Deluxe Cord Management Troughs, Quick Install Adhesive, Guide Channels for Wires FINISH:	2	23.41	46.82

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Description	Quantity	Unit Price	Extended Price
29 BLK: Black ESI ERGONO Tag For Office - desk area TROUGH-DLX-KIT			
30 FSCD20 - Center drawer, 18 1/8D x 21 1/2W x 2 3/8H BASIC: 7225 SAND STEELCASE Tag For Office - desk area CD	1	139.84	139.84
31 LOCK9201FR - Lock Cylinder-FR Series, Polished Chrome LOCK: 9201 POLISHED CHROME KEYS: SK SPEC 4-FR367 STEELCASE Tag For Office - desk area	4	0.00	0.00
Sub Total			9,902.45
Total			9,902.45
Office - seating area			
32 TK1601 - Teekan Swivel Club Chair with 4 Star Base- 27 1/2d x 30 1/2w x 31h Fabric Grade Selection: F: Grade F Ultrafabrics: Ultrafabrics Brisa Distressed: Brisa Distressed BDS03: Buckskin Back (BC1A): PBC: Plain Back Seat (SC1A): PSC: Plain Seat Arm Cap (AC1): NAC: No Arm Cap JSI Tag For Office - seating area TK1601	2	1,416.10	2,832.20
33 83041 - Rowen Lounge w/ Arms, 33.5x29.75x28.75 Button Position: X9: None X9: None	1	1,461.35	1,461.35

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Description	Quantity	Unit Price	Extended Price
33 Seated Height: DNGH: Dining Height Leg MAL: Metal ION: Ion (Super Matte) X9: None Ganging: X9: None Grade: 6: Grade 6 Material P335: Ultrafabrics Brisa Distressed 3068761: Buckskin 535-3134 OFS Tag For Office - seating area 83041			
34 83046 - Rowen Chaise w/Single Arm, 29.25x58.25x28.75 Arm/Back Location: B9H: Left Facing X9: None X9: None Seated Height: DNGH: Dining Height Leg MAL: Metal ION: Ion (Super Matte) X9: None Ganging: C4: Ganging (Set of 2) Grade: 6: Grade 6 Material P335: Ultrafabrics Brisa Distressed 3068761: Buckskin 535-3134 OFS Tag For Office - seating area 83046	1	1,944.20	1,944.20
35 83143 - Rowen Sofa w/Single Arm, 81x29.75x28.75 Arm/Back Location: B9J: Right Facing X9: None	1	2,482.06	2,482.06

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Description	Quantity	Unit Price	Extended Price
35 X9: None Seated Height: DNGH: Dining Height Leg MAL: Metal ION: Ion (Super Matte) X9: None Ganging: C4: Ganging (Set of 2) Grade: 6: Grade 6 Material P335: Ultrafabrics Brisa Distressed 3068761: Buckskin 535-3134 OFS Tag For Office - seating area 83143			
Sub Total			8,719.81
Total			8,719.81
Quotation Totals			
Sub Total			32,456.34
WORKSPACE Design			1,500.00
WORKSPACE Installation			3,074.58
ESI ERGONO Freight Program Charges			25.00
GHENT MANU Freight Charges			158.44
Grand Total			37,214.36

End of Quotation

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TERMS AND CONDITIONS OF SALE

- 1. ORDERS:** It is understood and agreed that an order cannot be cancelled except by mutual consent, subject to Manufacturer's approval. If a percentage cancellation charge is made by Manufacturer, the percentage will be applied to the contract cost of the items cancelled and will be invoiced to the Customer/Purchaser. If Manufacturer is unable to accommodate the request for cancellation, the sale will be final.
- 2. CHANGE ORDERS:** Request to change the scope of the project after product has been ordered or the labor quote has been approved by purchaser may result in additional change order fees.
- 3. RETURNS:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the Purchaser bearing all costs including freight, pickup, delivery, Manufacturer restocking fees, plus 15% of purchase cost to offset overhead expenses by Seller.
- 4. PRICE:** All prices quoted are firm for 30 days from the date of this proposal, unless otherwise specifically noted.
- 5. TAX:** Proposals and orders are subject to applicable sales tax.
- 6. TERMS:** Net 30 days.
- 7. DELIVERY:** In the event that delivery/installation is provided as part of the sale, the following provisions shall apply.
 - A. Job Site: The job site shall be clear and free of debris prior to installation. Site preparation performed by Seller's employees, including but not limited to, clearing debris or moving of Purchaser's furniture, shall be charged to the Purchaser at Seller's normal hourly rate.
 - B. Job Site Services: Electric current, heat, hoisting and/or elevator service will be furnished without charge to Seller. Adequate facilities for offloading, staging, moving, and handling of goods shall be provided by Purchaser.
 - C. Delivery Hours: The sale price is based on the installation being made during the normal eight-hour, five-day work week, Monday through Friday. If delivery/installation is required at a time other than these, Purchaser agrees to pay Seller at the applicable overtime rate.
 - D. Risk of Loss: Upon delivery of goods by Seller to Purchaser's requested location, all risk of loss or damage shall pass to Purchaser, including, but not limited to any loss or damage by weather, other trades such as painting, plastering, wall covering, drapes, curtains, window coverings, blinds and window treatments; telephone installation, fire or other elements; and Purchaser agrees to hold Seller harmless from loss for such reasons.
 - E. Any changes to delivery/installation location or timing due to job site readiness may include additional labor charges due to redelivery or double handling of products. These charges will be calculated using Seller's normal labor rate.
 - F. Partial deliveries can be made at the Purchaser's request for an additional charge. Unplanned partial deliveries may result in additional overtime charges.
- 8. DELIVERY/ INSTALLATION DELAYS:**
 - A. If premises of Purchaser are not ready for installation/delivery, the Purchaser agrees to pay for ninety percent (90%) of the value of the delivered goods in storage and ready for installation/delivery, within 10 days of receipt of goods by Seller.
 - B. STORAGE: if premises are not ready for installation/delivery within 21 days after receipt of goods by Seller, the Purchaser agrees to pay a monthly storage and handling fee to Seller. Seller can only store up to 1 truckload of product.
 - C. If product cannot be installed as originally scheduled due to site readiness, purchaser assumes responsibility of any concealed damages that are revealed after 15 days of shipment receipt.
- 9. SHIPMENTS:** Seller continually expedites orders and will attempt to obtain the commitment of the manufacturer to meet the delivery schedule requirements, but cannot be held responsible for delayed deliveries. Orders, once entered, cannot be cancelled due to delayed delivery unless manufacturers will accept cancellation from Seller. Changes in delivery address may incur additional fees.
- 10. DEPOSITS:** A 50% deposit is required to place an order. All deposits on goods purchased shall be retained by Seller until shipment, delivery and installation of entire order are complete. Deposit amounts will be deducted from the final invoice. No proration of deposit will be made on partial delivery or installation.
- 11. ACCEPTANCE:** All goods shall be considered accepted after the Purchaser or his agent has signed the delivery copy of the "delivery receipt". All claims or exceptions must be made in writing on this copy. If Purchaser is dissatisfied at the time of delivery/installation, it should be noted on the "delivery receipt" or "punch list". Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable under the normal credit/payment terms extended by Seller, regardless of the presence or extent of Punch List items.
- 12. LIMITED LIABILITY:** the goods and services incidental to their sale described in this proposal are sold subject only to such warranties as are made by manufacturers of the goods. Seller will cooperate with Purchaser in obtaining adjustments from manufacturers for a breach of any such manufacturer's warranty. However, Seller neither guarantees nor warrants that the manufacturer will comply with the terms of its warranty; and Seller does not adopt, guarantee or warranty that the manufacturer will comply with its obligations. Seller shall not be liable for defects in, or loss to the goods sold, or caused by the goods sold. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER SHALL NOT BE LIABLE FOR ANY ACTUAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO PURCHASER OR TO ANY THIRD PARTY AS A CONSEQUENCE OF THE ALLEGED BREACH OF ANY SUCH WARRANTY. Purchaser agrees to indemnify and hold harmless Seller and its agents and employees of and from any claims for damage of loss due to damage or injury caused by the goods after delivery to Purchaser.
- 13. LIEN AND SECURITY INTEREST:** Seller shall have and retain a lien on and security interests in all goods until all goods described in this purchase order have been paid for in full. Upon nonpayment within specified terms, Seller shall have the right, at its election, to recover possession of such goods; and in that event, Purchaser authorizes Seller to promptly enter upon its premises and to repossess and remove such goods at the expense of the Purchaser.
- 14. COSTS AND ATTORNEY FEES:** In the event the Purchaser should fail to comply with any of the terms, conditions, or provisions hereof, and should it become necessary for Seller to incur costs or engage the services of others, Purchaser agrees to pay all costs and expenses incurred by Seller, including costs and reasonable attorneys' fees, whether out of court, at trial or appellate levels, or in bankruptcy/insolvency proceedings, or otherwise.
- 15. TRADE/MANUFACTURE STANDARDS:** The goods shall be subject to reasonable variation from standard in color, quality, finish and variations allowed by the trade customs of the industry.
- 16. LACK OF CONTROL:** Seller shall not be liable for any damages arising out of failure, delay or interruption in the performance of this proposal/order caused by strike, flood, wind, war, civil disturbance, fire, act of God, shortage of labor or materials, or any other matter beyond its direct and sole control.
- 17. ADDITIONAL TERMS:** Purchaser hereby authorizes Seller to inquire into and make investigation of the credit and credit history of the Customer and its principals in connection with any orders of the Customer. Purchaser acknowledges that this proposal/order and performance hereunder, shall be deemed severable. Purchaser shall be liable for any part of the goods described in the proposal/order and any invoice submitted hereunder. Purchaser shall pay the monies due hereunder and all invoices submitted hereunder in accordance with their terms, and shall not be entitled to any set-off or to withhold any payment or portion thereof. All invoices not paid in accordance with the terms hereof shall accrue interest at the rate of 1.5 per month (18% per annum). All payments on past due invoices shall be first applied to accrued interest and then to open invoice amounts.
- 18. PAYMENT OPTIONS:** Seller reserves the right to charge a credit card fee if that payment method is chosen. This fee will be added to the total of the transaction and will be equal to the cost of processing the selected credit card.

ACCEPTANCE SUBJECT TO TERMS AND CONDITIONS

ACCEPTED BY _____ TITLE _____ DATE _____

CONSENT AGENDA

BA-24-054 Appointment of Title IX Coordinator – 2023-2024 School Year (Ryan Rydstrom)

Action Item

Pertinent Fact(s):

On May 20, 2020, the U.S. Department of Education issued final regulations related to Title IX investigations of sex discrimination and sexual harassment complaints. As part of these final regulations, the Board must appoint a Title IX Coordinator. The Superintendent is recommending the appointment of Janessa Carr, Safe & Secure Learning Environment Coordinator, as the Title IX Coordinator and authorize her to coordinate the District's efforts related to Title IX.

Recommendation:

It is recommended that the Board of Education approve the appointment of Janessa Carr as the CRCSD Title IX Coordinator for the 2023-2024 School Year.

BOARD GOVERNANCE

BA-24-031/02 2024 IASB Legislative Platform (Jennifer Borcharding)

Action Item

Pertinent Fact(s):

1. Each year the Iowa Association of School Boards develops a legislative platform. Local Boards of Education have been requested to submit their top four legislative priorities to be considered for inclusion in the 2024 Iowa Association of School Boards legislative platform.
2. The Board will discuss the legislative priorities that will help guide the Iowa Association of School Boards legislative advocacy efforts. The current platform and resolutions are available at the IASB link:
 - i. [2023 IASB Platform](#)
 - ii. [2023 IASB Legislative Resolutions](#)
3. Resolutions and priorities are due by August 15, 2023 to IASB via the IASB Call for Legislative Priorities survey. The survey will be completed by Board Secretary Rydstrom.

Recommendation:

It is recommended that the Board of Education approve their top four legislative priorities and submit the priorities to the Iowa Association of School Boards to be considered for inclusion in the 2023 Legislative Platform.

BOARD GOVERNANCE

BA-24-055 2024 Urban Education Network of Iowa - Legislative Priorities (Cindy Garlock)

Information Item

Pertinent Fact(s):

1. The UEN's Legislative priorities for the 2024 legislative session will be discussed.
2. In addition, the Board and Administration encourage our stakeholders and legislators to learn more about the UEN priorities on their website: <https://www.uen-ia.org/>

ADMINISTRATION

BA-24-056 **Amended Engagement Letter with Ahlers & Cooney, P.C. as the District Bond and Disclosure Counsel - Issuance of School Infrastructure Sales, Services & Use Tax Revenue Bonds (Karla Hogan)**

Exhibit: BA-24-056.1-6

Action Item

Pertinent Fact(s):

The Amended Engagement Letter appoints Ahlers & Cooney, P.C. as CRCSD's Bond Counsel for the issuance of Sales Services & Use Tax Revenue Bonds.

Recommendation:

It is recommended that the Board of Education approve the Amended Engagement Letter with Ahlers & Cooney, P.C. as the District Bond and Disclosure Counsel - Issuance of School Infrastructure Sales, Services & Use Tax Revenue Bonds.



Ahlers & Cooney, P.C.
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Elizabeth A. Grob

515.246.0305

bgrob@ahlerslaw.com

July 31, 2023

VIA E-MAIL

Karla Hogan
Cedar Rapids Community School District
2500 Edgewood Road, N.W.
Cedar Rapids, IA 52405

Re: Bond Counsel and Disclosure Counsel Engagement Agreement AMENDED
Proposed Issuance of Approximately \$20,000,000 School Infrastructure Sales, Services
and Use Tax Revenue Bonds, Series 2023 (the "Bonds")

Dear Karla:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel and disclosure counsel to the Cedar Rapids Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues and are being issued to construct a new elementary building (replacing Garfield and Arthur). We understand you will be working with Piper Sandler & Co. as either Placement Agent or Municipal Advisor. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond and disclosure counsel services described herein.

SCOPE OF ENGAGEMENT

Bond Counsel

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.

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- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel

We also will act as Disclosure Counsel to the District. In such role, we will work with the District, including the officers and employees, the Municipal Advisor, and other parties to this transaction to provide the following services:

1. Consult with District officials, District staff and District's Underwriter and/or Dissemination Agent concerning disclosure requirements, questions and issues relating to the initial issuance of the Bonds and concerning continuing disclosure requirements.
2. Attend, upon request, any meeting of the District or any meeting of District staff relating to disclosure matters that pertain to the District's issuance of the Bonds.
3. Review the District's preliminary and final official statements, prepared by the municipal advisor, in connection with the Bond offering for Issuer's review and approval, with the assistance of District officials and staff.
4. Review all Bond documents prepared in connection with the issuance of the Bonds to the extent such documents involve or affect disclosure matters.
5. Consult with District officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.
6. Provide the District such other legal services and advice with respect to the Bonds as are traditionally provided by disclosure counsel.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the District stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of

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the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the District's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds.

COOPERATION

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the District staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.
- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
- (g) After Closing, providing continuing advice to the District or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

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We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.
- (j) Acting in a financial advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

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FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for Bonds for which we give a Bond Opinion and written advice as Disclosure Counsel is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We estimate our fee as Bond Counsel to be \$25,000 and as Disclosure Counsel to be \$10,000. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the services outlined above but we will do so in the event that circumstances require.

In addition to the above fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion and written advice as Disclosure Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). My current hourly rate is \$385. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$135. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

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RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

Elizabeth A. Grob

Elizabeth A. Grob

EAG:nj
Enclosures

Accepted and Approved this _____
day of _____, 2023:

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors

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SCHOOL BOARD CALENDAR

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

2023 - AUGUST

Monday	Aug 14	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Wednesday	Aug 23		First Day of Classes Early Dismissal	CRCSD
Monday	Aug 28	5:30 pm	Board Meeting/ Work Session	ELSC, Board Room 2500 Edgewood Rd NW

2023- SEPTEMBER

Monday	Sep 11	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Sep 25	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW

2023- OCTOBER

Monday	Oct 19	5:30 pm	Board Meeting	ELSC, Board Room 2500 Edgewood Rd NW
Monday	Oct 23	5:30 pm	Board Meeting/Work Session	ELSC, Board Room 2500 Edgewood Rd NW

2023- NOVEMBER

Tuesday	Nov 7		Election Day	
Monday	Nov 13	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW

ADJOURNMENT – President David Tominsky

Board Meeting: Monday, August 14, 2023