

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, August 28, 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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LEARNING AND LEADERSHIP

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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 agenda of Monday, August 28, 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-24-000/03 Minutes – Board Meeting on August 14, 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 August 14, 2023.

Board Meeting: Monday, August 28, 2023

CONSENT AGENDA

BA-24-001/03 Approval of Claims Report - July 2023 (Karla Hogan)

Exhibit: BA-24-001/03.1-6

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 July 1 - 31, 2023 totaled \$24,566,356.99.

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 July 31, 2023.

**Cedar Rapids Community School District
Summary of Expenditures and Payroll for Month Ending July 31, 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 07/07 | \$ 497.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 497.20 |
| Period Ending 07/14 | 5,635.69 | - | - | 33,911.46 | 161.25 | - | 39,708.40 |
| Period Ending 07/21 | 17,711.18 | 8.40 | - | 10,257.00 | 66.90 | - | 28,043.48 |
| Period Ending 07/28 | 111,359.82 | - | - | 7,629.02 | - | - | 118,988.84 |
| Period Ending 07/31 | 6,097,791.69 | 3,061.63 | 163,670.34 | 200.00 | 63,003.30 | - | 6,327,726.96 |
| Approved Warrants and Voids | | | | | | | |
| Period Ending 07/07 | \$ 269,612.30 | \$ 1,438.80 | \$ 15,621.00 | \$ 1,503,457.03 | \$ - | \$ - | \$ 1,790,129.13 |
| Period Ending 07/14 | 1,323,627.06 | 9,977.52 | 243,883.60 | 381,308.72 | 28,375.04 | - | 1,987,171.94 |
| Period Ending 07/21 | 2,585,081.03 | 27,575.67 | 589,052.33 | 38,066.56 | 2,760.26 | - | 3,242,535.85 |
| Period Ending 07/28 | 585,663.95 | 24,610.82 | 3,187,606.54 | 768,835.36 | 23,286.51 | - | 4,590,003.18 |
| Period Ending 07/31 | 61,753.21 | 0.27 | 60.00 | - | 135.20 | - | 61,948.68 |
| | \$ 11,058,733.13 | \$ 66,673.11 | \$ 4,199,893.81 | \$ 2,743,665.15 | \$ 117,788.46 | \$ - | \$ 18,186,753.66 |
| Payrolls - Net | <u>6,304,944.04</u> | <u>1,418.47</u> | <u>18,988.84</u> | <u>-</u> | <u>54,251.98</u> | <u>-</u> | <u>6,379,603.33</u> |
| Total Expenditures | <u>\$ 17,363,677.17</u> | <u>\$ 68,091.58</u> | <u>\$ 4,218,882.65</u> | <u>\$ 2,743,665.15</u> | <u>\$ 172,040.44</u> | <u>\$ -</u> | <u>\$ 24,566,356.99</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
July 7, 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 | \$ 497.20 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 497.20 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| Warrants | \$ 269,612.30 | \$ 1,438.80 | \$ 15,621.00 | \$ 1,503,457.03 | \$ - | \$ - | \$ 1,790,129.13 |
| Total | <u><u>\$ 270,109.50</u></u> | <u><u>\$ 1,438.80</u></u> | <u><u>\$ 15,621.00</u></u> | <u><u>\$ 1,503,457.03</u></u> | <u><u>\$ -</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 1,790,626.33</u></u> |

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
July 14, 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 | \$ 5,635.69 | \$ - | \$ - | \$ 33,911.46 | \$ 161.25 | \$ - | \$ 39,708.40 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| Warrants | \$ 1,323,627.06 | \$ 9,977.52 | \$ 243,883.60 | \$ 381,308.72 | \$ 28,375.04 | \$ - | \$ 1,987,171.94 |
| Total | <u><u>\$ 1,329,262.75</u></u> | <u><u>\$ 9,977.52</u></u> | <u><u>\$ 243,883.60</u></u> | <u><u>\$ 415,220.18</u></u> | <u><u>\$ 28,536.29</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 2,026,880.34</u></u> |

Cedar Rapids Community School District
List of Paid Bills for Period Ending
July 21, 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 | \$ 17,711.18 | \$ 8.40 | \$ - | \$ 10,257.00 | \$ 66.90 | \$ - | \$ 28,043.48 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| Warrants | \$ 2,585,081.03 | \$ 27,575.67 | \$ 589,052.33 | \$ 38,066.56 | \$ 2,760.26 | \$ - | \$ 3,242,535.85 |
| Total | <u><u>\$ 2,602,792.21</u></u> | <u><u>\$ 27,584.07</u></u> | <u><u>\$ 589,052.33</u></u> | <u><u>\$ 48,323.56</u></u> | <u><u>\$ 2,827.16</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 3,270,579.33</u></u> |

Cedar Rapids Community School District
List of Paid Bills for Period Ending
July 28, 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 | \$ 111,359.82 | \$ - | \$ - | \$ 7,629.02 | \$ - | \$ - | \$ 118,988.84 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| Warrants | \$ 585,663.95 | \$ 24,610.82 | \$ 3,187,606.54 | \$ 768,835.36 | \$ 23,286.51 | \$ - | \$ 4,590,003.18 |
| Total | <u><u>\$ 697,023.77</u></u> | <u><u>\$ 24,610.82</u></u> | <u><u>\$ 3,187,606.54</u></u> | <u><u>\$ 776,464.38</u></u> | <u><u>\$ 23,286.51</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 4,708,992.02</u></u> |

**Cedar Rapids Community School District
List of Paid Bills for Period Ending
July 31, 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 | | | | | | | |
| ACH Payments | 6,097,791.69 | 3,061.63 | 163,670.34 | 200.00 | 63,003.30 | - | 6,327,726.96 |
| Approved Warrants and Voids (Entered By Batch) | | | | | | | |
| Payroll Deduction | 61,753.21 | 0.27 | 60.00 | - | 135.20 | - | 61,948.68 |
| Voids | - | - | - | - | - | - | - |
| Total | <u><u>\$ 6,159,544.90</u></u> | <u><u>\$ 3,061.63</u></u> | <u><u>\$ 163,730.34</u></u> | <u><u>\$ 200.00</u></u> | <u><u>\$ 63,138.50</u></u> | <u><u>\$ -</u></u> | <u><u>\$ 6,389,675.64</u></u> |

CONSENT AGENDA

BA-24-005/03 Investments Report – July 2023 (Karla Hogan)

Exhibit: BA-24-005/03.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of July 2023. Investments purchased during the month totaled \$98,236.83 and investments redeemed during the month totaled \$20,500,000. The current interest rate for US Bank is 5.190%, in comparison to 1.312% at US Bank in July 2022. The current interest rate for Iowa Schools Joint Investment Trust (ISJIT) for July 2023 is 4.866%, in comparison to 1.189% in July 2022.

INVESTMENTS - July 2023

BA-24-005/03.1

| | | | | <u>TOTAL INVEST</u> (Purchases) | <u>TOTAL REDEEM</u> (Maturities) | |
|---|---------------|----|--------------|------------------------------------|-------------------------------------|--------------------------------|
| <u>General fund</u> | | | | | | |
| Redeem | July 6, 2023 | \$ | 4,000,000.00 | US Bank | - | 4,000,000.00 |
| Redeem | July 13, 2023 | \$ | 1,000,000.00 | US Bank | - | 1,000,000.00 |
| Redeem | July 19, 2023 | \$ | 6,000,000.00 | US Bank | | 6,000,000.00 |
| Redeem | July 27, 2023 | \$ | 4,000,000.00 | US Bank | | 4,000,000.00 |
| Interest | July 31, 2023 | \$ | 57,777.00 | ISJIT July'23 Int | 57,777.00 | - |
| | | | | Fund Total | <u>57,777.00</u> | <u>15,000,000.00</u> |
| <u>Management Fund</u> | | | | | | |
| Redeem | July 27, 2023 | \$ | 2,000,000.00 | US Bank | | 2,000,000.00 |
| | | | | Fund Total | <u>-</u> | <u>2,000,000.00</u> |
| <u>Student Activity Fund</u> | | | | | | |
| Interest | July 31, 2023 | \$ | 5,537.48 | US Bank | \$ 5,537.48 | |
| | | | | Fund Total | <u>5,537.48</u> | <u>-</u> |
| <u>Food & Nutrition Fund</u> | | | | | | |
| N/A | | | | | | |
| | | | | Fund Total | <u>-</u> | <u>-</u> |
| <u>Daycare Fund</u> | | | | | | |
| Interest | July 31, 2023 | \$ | 5,419.52 | US Bank | 5,419.52 | |
| | | | | Fund Total | <u>5,419.52</u> | <u>-</u> |
| <u>Secure an Advanced Vision for Education Fund (SAVE)</u> | | | | | | |
| Redeem | July 6, 2023 | \$ | 1,000,000.00 | US Bank | - | 1,000,000.00 |
| Redeem | July 19, 2023 | \$ | 1,000,000.00 | US Bank | - | 1,000,000.00 |
| Interest | July 31, 2023 | \$ | 29,502.83 | US Bank | 29,502.83 | - |
| | | | | Fund Total | <u>29,502.83</u> | <u>2,000,000.00</u> |
| <u>Physical Plant & Equipment Fund (PPEL)</u> | | | | | | |
| Redeem | July 6, 2023 | \$ | 1,000,000.00 | US Bank | - | 1,000,000.00 |
| Redeem | July 27, 2023 | \$ | 500,000.00 | US Bank | - | 500,000.00 |
| | | | | Fund Total | <u>-</u> | <u>1,500,000.00</u> |
| <u>Debt Services Fund</u> | | | | | | |
| N/A | | | | | | |
| | | | | Fund Total | <u>-</u> | <u>-</u> |
| <u>GRAND TOTAL</u> | | | | | <u>\$ 98,236.83</u> | <u>\$ 20,500,000.00</u> |

CONSENT AGENDA

BA-24-009/03 Personnel Report (Darius Ballard)

Exhibit: BA-24-009/03.1-7

Action Item Motion/2nd/Roll Call

Recommendation:

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

| APPOINTMENTS - SALARIED STAFF | | | |
|--------------------------------------|-------------------------|--|--------------------------|
| <u>Name</u> | <u>Salary Placement</u> | <u>Assignment</u> | <u>Effective Date</u> |
| Ciabatti, Jacob | \$3,361.00 | WM Basketball MS Franklin | 2023-2024 School Year |
| Gaster, Kevin | \$3,620.00 | Football MS Franklin | 2023-2024 School Year |
| Greene, Brent | \$3,361.00 | MN Tennis MS Wilson | 2023-2024 School Year |
| Hubbs, Jordan | \$3,620.00 | Football MS McKinley | 2023-2024 School Year |
| Khaliq, Khalifa | \$47,410.00 | 3rd Grade CRA | 8/9/2023 |
| Lang, Daniel | \$51,860.00 | Magnet Teacher City View | 8/22/2023 |
| Manternach, Ben | \$1,809.00 | Cross Country Assistant Jefferson | 2023-2024 School Year |
| May-Maxey, Melissa | \$61,660.00 | Strat II BD Arthur | 8/9/2023 |
| Mayo, Brandy | \$3,361.00 | Cross Country MS (Co-Ed) Wilson | 2023-2024 School Year |
| Nanke, Ashton | \$3,620.00 | Debate/Speech Head Kennedy | 2023-2024 School Year |
| Ohrt, Anne | \$2,792.00 | Show Choir Tech (Temp Contact) Harding | 2023-2024 School Year |
| Popelka, Rebecca | \$70,960.00 | Art Harrison/Hiawatha | 8/9/2023 |
| Tolly, Steven | \$7,586.00 | Yearbook Kennedy | 2023-2024 School Year |
| Yanecek, Katilyn | \$3,361.00 | Volleyball MS Taft | 2023-2024 School Year |
| Young, Jerry | \$4,655.00 | Orchestra MS McKinley | 2023-2024 School Year |
| Young, Shawndell | \$4,137.00 | Drama MS McKinley | 2023-2024 School Year |
| Young, Shawndell | \$4,655.00 | Vocal Music MS McKinley | 2023-2024 School Year |
| | | | |
| | | | |

| RESIGNATIONS - SALARIED STAFF | | | |
|--------------------------------------|-------------------------|---|--------------------------|
| <u>Name</u> | <u>Reason</u> | <u>Assignment</u> | <u>Effective Date</u> |
| Buchheit, Jolene | Personal | Yearbook Washington | 2023-2024 School Year |
| Gaster, Kevin | Personal | Football Assistant Jefferson | 2023-2024 School Year |
| Khaliq, Khalifa | Personal | 3rd Grade CRA | 8/3/2023 |
| Miller, Aaron | Personal | MN Basketball MS Wilson | 2023-2024 School Year |
| RETIREMENT - SALARIED STAFF | | | |
| <u>Name</u> | | <u>Assignment</u> | <u>Effective Date</u> |
| Zimmerman, Annette | | Principal Erskine | 9/18/2023 |
| APPOINTMENTS - HOURLY STAFF | | | |
| <u>Name</u> | <u>Salary Placement</u> | <u>Assignment</u> | <u>Effective Date</u> |
| Adjado, Benida | \$15.10 | Paraprofessional Hoover | 8/22/2023 |
| Bateman, Darrah | \$15.10 | Paraprofessional Truman | 8/22/2023 |
| Baughman, Breanne | \$15.10 | Paraprofessional Taylor CRA | 9/5/2023 |
| Blake, Candice | \$15.10 | Paraprofessional Roosevelt | 8/22/2023 |
| Bruner, Jordan | \$15.10 | Paraprofessional Nixon | 8/24/2023 |
| Carolan, Craig | \$19.37 | Cust II Floater ELSC | 8/21/2023 |
| Chambers, Hannah | \$15.60 | Paraprofessional Arthur | 8/22/2023 |
| Chittick, Samantha | \$15.10 | Paraprofessional Cedar River Academy | 8/22/2023 |
| Collier, Theresa | \$15.45 | Paraprofessional Hiawatha | 8/22/2023 |
| Frazier, Naomi | \$15.10 | Paraprofessional Kenwood | 8/22/2023 |
| Gibson, Eric | \$15.45 | Paraprofessional Harding | 8/24/2023 |

| | | | |
|-------------------------|---------|---------------------------------|-----------|
| Kanwal, Shumaila | \$15.10 | Food Service Asst Harding | 8/14/2023 |
| Kessler, John | \$19.37 | Cust II Floater ELSC | 8/14/2023 |
| Koch, Abigail | \$15.10 | Paraprofessional Truman | 8/22/2023 |
| Knoke, Rebecca | \$15.10 | Paraprofessional Roosevelt | 8/22/2023 |
| Kudej, Kelsey | \$15.70 | Paraprofessional West Willow | 9/5/2023 |
| Mager, Amanda | \$15.10 | Paraprofessional Truman | 8/22/2023 |
| McCutcheon, Amari | \$15.10 | Paraprofessional Harding | 8/22/2023 |
| Miller, Alyssa | \$15.10 | Paraprofessional West Willow | 8/24/2023 |
| Morey, Victoria | \$15.10 | Paraprofessional Franklin | 8/22/2023 |
| Mukonkole, Sarah | \$15.10 | Paraprofessional Hoover | 8/24/2023 |
| Murray, Emily | \$15.10 | Paraprofessional Jefferson | 8/22/2023 |
| Nagel, Bridget | \$15.10 | Paraprofessional Wright | 8/22/2023 |
| Pettitt, Thea | \$15.10 | Paraprofessional Garfield | 8/22/2023 |
| Primrose, Mark | \$15.45 | Bus Attendant ELSC | 8/21/2023 |
| Reed, Kaylie | \$15.10 | Food Service Asst Kennedy | 8/14/2023 |
| Riley-Schmelzer, Olivia | \$15.10 | Paraprofessional Roosevelt | 8/22/2023 |
| Robinson, Christina | \$15.10 | Paraprofessional Truman | 8/22/2023 |
| Schroeder, Anna | \$15.10 | Paraprofessional Jefferson | 8/24/2023 |

| | | | |
|-------------------|---------|---------------------------------|------------|
| Small, Dominique | \$15.10 | Food Service Asst Nixon | 08/21/2023 |
| Stoner, Kimberlee | \$15.80 | Paraprofessional Truman | 8/22/2023 |
| Wilcoxon, Carolyn | \$15.10 | Paraprofessional West Willow | 8/22/2023 |
| Wilkie, Amy | \$15.70 | Paraprofessional Wilson | 8/28/2023 |

CHANGE OF GRADE/POSITION - HOURLY STAFF

| <u>Name</u> | <u>Salary Placement</u> | <u>Assignment</u> | <u>Effective Date</u> |
|-----------------------------|-------------------------|---------------------------------------|-----------------------|
| Cady, Deb | \$19.77 | Cust II Floater ELSC | 8/19/2023 |
| Frank, Monica | \$21.26 | Bus Driver ELSC | 8/19/2023 |
| Greenlee, Denise | \$15.30 | Paraprofessional West Willow | 8/22/2023 |
| Hartje, Wendy | \$15.38 | Cashier Wilson | 8/22/2023 |
| Johansen, Valerie | \$20.55 | Behavior Tech Kenwood | 8/22/2023 |
| Loyal, Antonia | \$17.11 | Counselor Secretary Metro | 8/22/2023 |
| Matthews, Julie | \$19.37 | Cust II Roosevelt | 8/19/2023 |
| Mettlin, Keeley | \$15.38 | Cashier Franklin | 8/22/2023 |
| Stucker, Teresia | \$15.65 | Paraprofessional Truman | 8/22/2023 |
| Stephens-Smallwood, Shanita | \$16.50 | Cook City View | 8/22/2023 |
| Wadden, Cheryl | \$15.80 | Paraprofessional Title 1 Van Buren | 8/22/2023 |
| Yarolem, Stephanie | \$16.36 | Attendance Secretary West Willow | 8/21/2023 |

RESIGNATIONS - HOURLY STAFF

| <u>Name</u> | <u>Reason</u> | <u>Assignment</u> | <u>Effective Date</u> |
|----------------|---------------|--------------------|-----------------------|
| Campbell, Mark | Personal | Bus Driver ELSC | 6/2/2023 |

| | | | |
|-----------------------------------|-------------------------|---|-----------------------|
| Etscheidt, Sherri | Personal | Van Driver ELSC | 8/17/2023 |
| Kapila, Tantine | Peronsonal | Food Service Asst Franklin | 8/9/2023 |
| Kemp, Erin | Personal | Principal's Secretary Harding | 9/5/2023 |
| Matthews, Julie | Personal | Custodian II Roosevelt | 8/16/2023 |
| McBride, Avery | Personal | Paraprofessional Washington | 9/15/2023 |
| Museke, Mimie | Personal | Paraprofessional Hoover | 6/5/2023 |
| Norton, Jolene | Personal | Paraprofessional Garfield | 6/5/2023 |
| Pickett, Kylie | Personal | Paraprofessional Roosevelt | 6/5/2023 |
| Strottman, Laurie | Personal | Paraprofessional Washington | 6/5/2023 |
| Tolbert, Shekita | Personal | Paraprofessional Cedar River Academy | 6/5/2023 |
| Veenstra, Kylee | Personal | Paraprofessional Wright | 6/5/2023 |
| Waybill, Kiara | Personal | Paraprofessional Harding | 6/5/2023 |
| RETIREMENTS - HOURLY STAFF | | | |
| <u>Name</u> | | <u>Assignment</u> | <u>Effective Date</u> |
| Lieck, Nicole | | Bus Attendant ELSC | 8/17/2023 |
| SHORT TERM CONTRACTS | | | |
| <u>Name</u> | <u>Salary Placement</u> | <u>Assignment</u> | <u>Effective Date</u> |
| Landrum-Colbert, Eriece | \$10,285.00 | Union Business | 8/23/2023 |

| | | | | | | | | | | |
|-------------|-----------|--------|-------|-------------|-------------|-------|-------------|-------------|-----------|---|
| McWilliams | Brooke | 1.0000 | BA+24 | \$66,868 | \$66,868 | BA+36 | \$68,205 | \$68,205 | \$1,337 | 1 |
| Meyer | Lillian | 1.0000 | BA | \$49,177 | \$49,177 | BA+12 | \$51,390 | \$51,390 | \$2,213 | 1 |
| Middlekauff | Jennifer | 1.0000 | BA | \$50,227 | \$50,227 | BA+12 | \$52,487 | \$52,487 | \$2,260 | 1 |
| Miller | Tammy | 0.8750 | BA+12 | \$54,267 | \$54,267 | BA+24 | \$56,709 | \$56,709 | \$2,442 | 1 |
| Montross | Brandon | 0.7000 | BA | \$34,161 | \$34,161 | BA+12 | \$35,698 | \$35,698 | \$1,537 | 1 |
| Montross | Brandon | 0.3000 | BA | \$14,640 | \$14,640 | BA+12 | \$15,299 | \$15,299 | \$659 | 1 |
| Norton | Josie | 1.0000 | BA+36 | \$70,528 | \$70,528 | BA+48 | \$71,939 | \$71,939 | \$1,411 | 1 |
| OConner | Mackenzie | 0.6625 | MA | \$42,134 | \$42,134 | MA+15 | \$44,241 | \$44,241 | \$2,107 | 1 |
| OConner | Mackenzie | 0.3375 | MA | \$21,465 | \$21,465 | MA+15 | \$22,538 | \$22,538 | \$1,073 | 1 |
| Oleary | Kaitlyn | 1.0000 | BA+12 | \$54,584 | \$54,584 | BA+24 | \$57,040 | \$57,040 | \$2,456 | 1 |
| Paulsen | Sharon | 1.0000 | MA+30 | \$89,104 | \$89,104 | MA+45 | \$93,559 | \$93,559 | \$4,455 | 1 |
| Pauly | John | 1.0000 | MA+15 | \$81,426 | \$81,426 | MA+30 | \$85,497 | \$85,497 | \$4,071 | 1 |
| Ptacek | Angela | 1.0000 | MA+30 | \$67,370 | \$67,370 | MA+45 | \$70,739 | \$70,739 | \$3,369 | 1 |
| Reed | Richard | 0.8875 | MA+15 | \$64,449 | \$64,449 | MA+15 | \$67,672 | \$67,672 | \$3,222 | 3 |
| Reminiskey | Emily | 1.0000 | MA+30 | \$64,167 | \$64,167 | MA+45 | \$67,375 | \$67,375 | \$3,208 | 1 |
| Romano | Victoria | 1.0000 | MA+60 | \$74,956 | \$74,956 | MA+75 | \$77,205 | \$77,205 | \$2,249 | 1 |
| Rozendaal | Kelli | 1.0000 | MA | \$69,204 | \$69,204 | MA+15 | \$72,664 | \$72,664 | \$3,460 | 1 |
| Rubocki | Sara | 1.0000 | MA+75 | \$87,969 | \$87,969 | MA+90 | \$90,608 | \$90,608 | \$2,639 | 1 |
| Sande | Samantha | 1.0000 | BA | \$48,410 | \$48,410 | BA+12 | \$50,588 | \$50,588 | \$2,178 | 1 |
| Schauf | Courtney | 1.0000 | MA | \$62,301 | \$62,301 | MA+15 | \$65,416 | \$65,416 | \$3,115 | 1 |
| Schloss | Teresa | 1.0000 | MA+45 | \$77,613 | \$77,613 | MA+60 | \$79,941 | \$79,941 | \$2,328 | 1 |
| Schrader | Katelyn | 1.0000 | MA | \$59,363 | \$59,363 | MA+15 | \$62,331 | \$62,331 | \$2,968 | 1 |
| Schuring | Linda | 1.0000 | MA+30 | \$74,834 | \$74,834 | MA+45 | \$78,576 | \$78,576 | \$3,742 | 1 |
| Secl | Matthew | 1.0000 | MA | \$69,137 | \$69,137 | MA+15 | \$72,594 | \$72,594 | \$3,457 | 1 |
| Sietsema | Morgan | 1.0000 | BA | \$48,801 | \$48,801 | BA+12 | \$50,997 | \$50,997 | \$2,196 | 1 |
| Stanek | Nicole | 1.0000 | BA+24 | \$66,252 | \$66,252 | MA | \$69,565 | \$69,565 | \$3,313 | 2 |
| Stanek | Patrick | 0.8000 | BA+24 | \$44,114 | \$44,114 | MA | \$46,320 | \$46,320 | \$2,206 | 2 |
| Stanek | Patrick | 0.2000 | BA+24 | \$11,029 | \$11,029 | MA | \$11,580 | \$11,580 | \$551 | 2 |
| Trout | Andrew | 1.0000 | MA+60 | \$78,546 | \$78,546 | MA+75 | \$80,902 | \$80,902 | \$2,356 | 1 |
| Vargis | Jennifer | 1.0000 | BA+12 | \$60,345 | \$60,345 | BA+24 | \$63,061 | \$63,061 | \$2,716 | 1 |
| Wagner | Jennifer | 1.0000 | BA | \$62,381 | \$62,381 | BA+12 | \$65,188 | \$65,188 | \$2,807 | 1 |
| Walton | Katherine | 1.0000 | MA+30 | \$76,124 | \$76,124 | MA+45 | \$79,930 | \$79,930 | \$3,806 | 1 |
| Williams | Braxton | 1.0000 | BA | \$49,177 | \$49,177 | BA+12 | \$51,390 | \$51,390 | \$2,213 | 1 |
| Wills | Mallory | 1.0000 | BA | \$49,177 | \$49,177 | BA+12 | \$51,390 | \$51,390 | \$2,213 | 1 |
| Wood | Jason | 1.0000 | MA+60 | \$86,729 | \$86,729 | MA+75 | \$89,331 | \$89,331 | \$2,602 | 1 |
| Woodcock | Nicole | 1.0000 | MA | \$56,388 | \$56,388 | MA+15 | \$59,207 | \$59,207 | \$2,819 | 1 |
| Young | Sara | 1.0000 | MA+15 | \$72,056 | \$72,056 | MA+30 | \$75,659 | \$75,659 | \$3,603 | 1 |
| | | | TOTAL | \$4,789,213 | \$4,789,213 | | \$5,001,673 | \$5,001,673 | \$212,460 | |

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

CONSENT AGENDA

BA-24-024/03 Agreement - Cedar Rapids Community School District and New Schools Venture Fund (NSVF) and NWEA - Data Sharing & Use - 2023-2024 School Year (Craig Barnum)

Exhibit: BA-24-024/03.1-13

Action Item

Pertinent Fact(s):

1. The proposed Agreements outline the data sharing and funding relationship between CRCSD, NSVF and NWEA.
2. NSVF requires that grantees participate in a research study that collects achievement data using the NWEA MAP assessment in order to evaluate the effectiveness of programming and funding. CRCSD high school students currently use the required assessment and with the Agreement, NSVF will pay for City View high school students to take the assessment.

Recommendation:

It is recommended that the Board of Education approve the Data Sharing & Use Agreement between the Cedar Rapids Community School District and New Schools Venture Fund (NSVF) and NWEA for the 2023-2024 School Year.



Agency Code: _____

NEWSCHOOLS VENTURE FUND FISCAL AGENT END USER SUBSCRIPTION AGREEMENT DATA SHARING

This Agreement is between **NWEA, a division of Houghton Mifflin Harcourt Publishing Company ("NWEA")**, a corporation with a business address located at 125 High Street, Suite 900, Boston, MA 02110 and **Subscriber** and is effective as of the Effective Date.

The parties agree as follows:

1. **Definitions.** In this Agreement, capitalized words have the following meanings:

1.1 **Agreement:** means this end user subscription agreement including applicable Schedule(s) and Supplemental Terms.

1.2 **Anonymized Data:** means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

1.3 **Assessment System:** means, to the extent included in an applicable Schedule, the following assessment, reporting, and administration systems: (i) MAP® Growth; (ii) MAP® Skills; (iii) MAP® Reading Fluency; or (iv) MAP® Accelerator, each a product ("Product"). Assessment System excludes Subscriber's operating environment and any other systems not within NWEA's control.

1.4 **Content:** means test items, including images, text, graphs, charts, and pictures.

1.5 **Deidentified Data (Pseudonymized Data):** means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures.

1.6 **Documentation:** means Product documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.

1.7 **Effective Date:** means the last date set forth on the signature page.

1.8 **FERPA:** means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.

1.9 **Fiscal Agent:** means the fiscal agent who has agreed to pay for the Services pursuant to the Fiscal Agent Agreement.

1.10 **Fiscal Agent Agreement:** means the agreement between NWEA and Fiscal Agent allowing Fiscal Agent to pay for the Services.

1.11 **GRD:** means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Subscriber and other subscribers may receive.

1.12 **Legal Order:** means a valid order issued by a court or governmental agency of competent jurisdiction.



1.13 **NWEA Confidential Information**: means all NWEA non-public, proprietary or confidential information, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as confidential, including without limitation all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates, enhancements, modifications, and improvements.

1.14 **Reporting**: means Product reports, learning statements, research studies, and scoring.

1.15 **Schedule**: means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page generated by NWEA's online account renewal portal. Schedule(s) may be provided as a separate attachment to the same email from which this Agreement is sent.

1.16 **Security Breach**: has the meaning ascribed to that term by the applicable state law, or, if not defined by state law, means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s).

1.17 **Services**: means the Assessment System, Content, Documentation, product training, professional learning, Reporting, Software, GRD, and other services as described in this Agreement and set forth in an applicable Schedule.

1.18 **Software**: means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

1.19 **Student Education Record**: means personally identifiable information of Subscriber's students as defined by FERPA and any applicable state law.

1.20 **Subscriber**: means the school or school district or other subscribing entity indicated on the signature page and may also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the Services on behalf of the school or school district.

1.21 **Supplemental Terms**: means the Services-specific terms available at http://legal.nwea.org/msa_supplemental_terms.pdf or for MAP Accelerator the terms available at: <https://legal.nwea.org/map-accelerator-supplemental-terms-and-conditions.html>. Some of these supplemental terms and conditions (the "MAP Accelerator Terms") modify the terms of this Agreement.

1.22 **Systems Administrator**: means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

2. **Grant of License**. NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Services solely for Subscriber's internal use. The license is effective for a period of one (1) year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity indicated on an applicable Schedule. Subscriber acknowledges Product limitations on the number of test events per academic year (see Supplemental Terms).

3. **Protection from Unauthorized Use or Access**. Subscriber shall not: (i) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (ii) exploit for any commercial purposes any portion of the Services or permit use of the Services by anyone not employed by or under the control of Subscriber; (iii) remove any proprietary notices or labels



from the Services; (iv) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Services. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

4. **Ownership.** The Services are owned and copyrighted by NWEA and are licensed through this Agreement to Subscriber, except certain Software is sublicensed from an NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international intellectual property laws and treaties. Subscriber is not granted any license to use NWEA's or its suppliers' trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions, or contributions.

5. **NWEA Confidential Information.** Subscriber shall not use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. Before making any disclosure under Section 5(ii), Subscriber shall provide NWEA: (a) Prompt written notice of such requirement so that NWEA may seek, at its sole cost and expense, a protective order or other remedy; and (b) Reasonable assistance, at NWEA's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section, the Subscriber remains subject to a Legal Order to disclose any NWEA Confidential Information, the Subscriber (or its representatives or other persons to whom such Legal Order is directed) may disclose no more than that portion of the NWEA Confidential Information which, on the advice of Subscriber's legal counsel, specifically requires the Subscriber to disclose. For any such disclosure, Subscriber shall use best efforts to obtain written assurances from the applicable court or agency that such NWEA Confidential Information will be afforded confidential treatment.

6. **Student Education Records.**

6.1 **Use of Student Education Records.** Subscriber shall comply with all applicable federal and state laws regarding use, access, and disclosure of Student Education Records. The foregoing obligation includes but is not limited to, Subscriber's compliance with its policies regarding parental and guardian consents required for NWEA and its contractors to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will create, access, secure, and maintain Student Education Records to perform the Services as further outlined in [NWEA Privacy and Security for Personally Identifiable Information](#). Except as permitted under this Agreement, NWEA shall not (i) use Student Education Records for targeted student advertising; or (ii) resell or otherwise disclose to third parties any Student Education Records without the written consent of Subscriber. Subscriber grants permission to NWEA and its contractors that have executed confidentiality agreements to use Student Education Records for maintaining and providing the Services.

6.2 **Subscriber's Ownership of Student Education Records.** Subscriber owns the Student Education Records.

6.3 **Requests for Disclosure of Student Education Records.** If NWEA receives a request from a state educational agency for Student Education Records, NWEA shall notify Subscriber via email. Such notification to the Subscriber will provide Subscriber the ability to create and maintain a record of



the request or disclosure with the records of each student and have the record available to parents upon their request, as required by 34 CFR 99.32. Upon NWEA's email notification to Subscriber, NWEA may promptly respond to such requests for disclosure. Subscriber hereby consents to such disclosure by NWEA to Subscriber's state education agency and its designated vendors. Subscriber shall indemnify NWEA in accordance with Section 18 of this Agreement for any consequences which may result from NWEA's disclosure of Student Education Records to Subscriber's state educational agency and/or its designated vendors.

6.4 **Redisclosure to Fiscal Agent.** During the term of this Agreement, Subscriber grants NWEA permission to redisclose Student Education Records that are generated from test administrations under this Subscription to Subscriber's Fiscal Agent, but excluding any data from MAP Accelerator. Subscriber further agrees that the Student Education Records may be retained by the Fiscal Agent until the Fiscal Agent Agreement is terminated or expired. Pursuant to the Fiscal Agent Agreement, Fiscal Agent is obligated to destroy the Student Education Records upon such termination or expiration.

7. **FERPA.** In accordance with FERPA, NWEA may maintain and use Student Education Records to perform the Services and may disclose Anonymized Data to third parties for legitimate educational research. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct the erroneous Student Education Record as directed by Subscriber in writing.

8. **GRD.** Subscriber authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 12, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Subscriber's access to Reporting and research-related Services and to validate the authenticity of data in such Reporting. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to legalservices@nwea.org and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

9. **Security and Privacy Obligations.**

9.1 **Subscriber Responsibilities.** Subscriber is solely responsible for configuring role-based access to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own passwords, computers, computer networks, and internet connections, including security patches, choice of browser and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and completeness of the class roster file Subscriber submits.

9.2 **NWEA Responsibilities.** Subject to the limitations of warranty set forth in Section 15 of the Agreement, NWEA shall maintain commercially reasonable privacy and data security controls, including policies, procedures, and training, to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall notify Subscriber by email or telephone in accordance with applicable state law



or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s), eligible student(s), or any other parties for which notification by NWEA is required under applicable state law.

10. **Product Training.** If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must, at Subscriber's cost, participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to MAP Growth or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

11. **Publicity.** Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

12. **Termination and Remedies.** This Agreement remains in effect until terminated in accordance with this section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately without prior notice to Subscriber upon Subscriber's breach of this Agreement. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination of the Agreement, NWEA shall continue to maintain Student Education Records until: (i) NWEA receives Subscriber's written request to destroy Student Education Records via email to legalservices@nwea.org that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Subscriber is duly authorized and has legal capacity to execute the request; and (ii) NWEA confirms the information in Subscriber's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Subscriber understands and agrees that if NWEA destroys Subscriber's Student Education Records, NWEA will not be able to provide such data to Subscriber after its destruction.

13. **Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services.

14. **Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA provides notice of regularly scheduled maintenance at [NWEA.org \(https://www.nwea.org\)](https://www.nwea.org). NWEA may perform emergency maintenance at any time without notice.

15. **Limited Warranty.** NWEA warrants, during the subscription period, that the Product(s), as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If any Product does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b) modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.



16. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 15, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. EXCEPT AS PROVIDED HERE, THE ENTIRE RISK AND LIABILITY ARISING OUT OF USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA’S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA’S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER’S CONNECTIONS TO THE INTERNET. ALTHOUGH NWEA USES COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

17. **Limitation.** THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS NWEA LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NWEA’S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE PRODUCT IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THIS LIMITATION ALSO APPLIES TO NWEA’S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

18. **Indemnification.**

18.1 **By Subscriber.** Except To the extent limited by applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA’s officers, directors, employees, agents, and representatives, from and against any third party claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from (i) any breach of this Agreement by Subscriber or any of its employees or agents; or (ii) any use of the Services.

18.2 **By NWEA.** If all the conditions in this section are met, NWEA shall (i) defend Subscriber against claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the claim. NWEA’s obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (a) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (b) the combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (c) modification of the Assessment System except as otherwise authorized in writing by NWEA; (d) use of NWEA’s trademark(s) without express written permission; or (e) Subscriber’s acts or omissions which result in a claim under this Section. If NWEA receives information about a claim under this Section related to the Assessment System in whole or in part, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace the infringing portion of the Assessment System with a functional equivalent; (iii) modify the infringing portion of the Assessment System to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing portion of the Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA’s commitment under this Section is Subscriber’s exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this Section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents.



19. **Evaluation License.** This Section 19 applies if NWEA has provided the Services (including but not limited to Assessment System, Reporting, and/or Software) to Subscriber for evaluation purposes. NWEA grants Subscriber a thirty (30) day (or as otherwise indicated by NWEA in writing) limited license to use such Services solely for the purposes of evaluation. NWEA is not obligated to provide support for the evaluation Services. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NWEA IS PROVIDING THE SERVICES “AS IS”, AND NWEA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITY, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 22 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 22 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO THE SERVICES LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES.

20. **Miscellaneous.**

20.1 **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer-related crimes (including, but not limited to, denial of service attacks), epidemic, act or omission of a third-party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

20.2 **Waiver and Severability.** Waiver of any default or breach under this Agreement by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to affect the original intent of the parties as closely as possible.

20.3 **No Third-party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party including the Fiscal Agent.

20.4 **Survival.** The following sections survive any termination of this agreement, or the termination of any license granted under this agreement: 1, 3, 4, 5, 6, 7, 8, 9, 14, 15, and 18 and 20.

20.5 **Entire Agreement; Order of Precedence.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders and credit card orders, accepted by NWEA, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

20.6 **Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

20.7 **Binding.** This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.



20.8 **Merger or Sale of NWEA.** If either (i) NWEA and a third-party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

20.9 **Representation of Signatories.** Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

20.10 **Notices.** Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt; (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid; (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement; (iv) delivered by email to an email address designated by the recipient; or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

Address for Notices to NWEA:

NWEA, a division of Houghton Mifflin Harcourt Publishing Company
125 High Street, Suite 900
Boston, MA 02110
Email: legalservices@nwea.org

Address for Notices to Subscriber shall be sent to the address set forth in Subscriber's signature box below or if left blank, the address on file with NWEA

20.11 **Controlling Law and Venue.** Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, The United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Multnomah County, Oregon.

20.12 **Attorney Fees.** If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

20.13 **Counterparts.** The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

20.14 **Vendor Status and Independent Contractor.** NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

20.15 **UK Bribery Act.** Each party agrees to comply with the UK Bribery Act. Subscriber acknowledges and agrees that Subscriber has not received, requested, been offered, agreed, paid or



promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under the UK Bribery Act, or which would have influenced or secured any business or other advantage to NWEA.

20.16 **MAP Accelerator.** MAP Accelerator is provided by Khan Academy, Inc., a California 501(c)(3) organization (“Khan”), through Khan’s website located at <http://khanacademy.org> and related application programming interfaces (API’s), mobile applications, and online services (“Website”). Each student, teacher, leader, aide, or other similar personnel enrolled in MAP Accelerator will be registered with an individual user account on the Khan Academy Website, use of which is governed exclusively by the Khan Academy Website Terms of Service (<https://www.khanacademy.org/about/tos>) and Privacy Policy (<https://www.khanacademy.org/about/privacy-policy>) as further described in the MAP Accelerator Terms. These accounts will enable users to access all of Khan Academy’s standard features and will remain in effect following the end of the Subscription term. Subscriber hereby grants permission for NWEA to disclose to Khan data related to the use of MAP Accelerator, including, but not limited to, Student Education Records and Demographic Data, for Khan’s use in connection with MAP Accelerator and in Khan Website accounts established (or Linked) in connection therewith, as further provided in the MAP Accelerator Terms. Subscriber further grants permission for NWEA to disclose to Khan the contract terms agreed and proposed to be agreed between Subscriber and NWEA with respect to MAP Accelerator and the Terms applicable to the MAP assessment to which MAP Accelerator relates. Rostering and account provisioning support will be provided through Clever Inc.’s SecureSync service. Subscriber acknowledges that use of MAP Accelerator is contingent upon Subscriber rosters through Clever. Subscriber’s use of Clever is subject to the terms and conditions of the agreement between Subscriber and Clever and NWEA and Khan Academy assume no liability for claims or damages resulting from Subscriber’s use of Clever. Subscriber confirms instruction to roster students based on the data provided to NWEA and Khan Academy, respectively, via Clever SecureSync and hereby grants permission for NWEA and Khan Academy to share information via Clever for account administration purposes.

NWEA, a division of Houghton Mifflin Harcourt
Publishing Company:

SUBSCRIBER NAME:

Subscriber Address:

DocuSigned by:

By: *William Bayers*

D8B1A31499624CE...

Printed Name: William Bayers

Title: EVP and General Counsel

Date: 6/14/2023

By: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal Agent: Newschools Venture Fund



Exhibit B
to Data Sharing Agreement
Data Sharing Authorization Form

This Data Sharing Authorization Form (this “Authorization”) is executed by _____ (“Authorizer”) pursuant to the Data Sharing Agreement (the “Agreement”) between NWEA, a division of Houghton Mifflin Harcourt Publishing Company located at 125 High Street, Suite 900, Boston, MA 02110 (“NWEA”), and Education Analytics (“Requestor”). Capitalized terms not otherwise defined in this Acknowledgment Form have the meanings ascribed to them in the Agreement.

The parties agree as follows:

1. Definitions:
 - a. Authorizer: means an individual public, private or charter school or a district consisting of multiple schools that is authorizing NWEA to share Data with Requestor.
 - b. Agreement: means the Data Sharing Agreement between Requestor and NWEA, including all exhibits.
 - c. Data: means the data fields set forth in Attachment B to the Agreement, which may include the student PII of Authorizer and which Requestor seeks to receive from NWEA.
 - d. Effective Date: means the last date set forth on the signature page of the Agreement. This Authorization is effective as of the date it is signed.
 - e. NWEA: means NWEA, which is an educational 501(c)(3) not-for-profit corporation that provides assessment tools and test development services to educational institutions and engages in ongoing, supportive relationships with partnering schools, school districts and education agencies throughout the United States.
 - f. PII: means personally identifiable data, as that term is defined in FERPA.
 - g. Project: means the project furthering the legitimate educational interests of Requestor as set forth in Section 1 of the Agreement.
 - h. Requestor: means the party seeking authorization from each Authorizer for NWEA to disclose Data to Requestor.
2. As a necessary part of the Project, Requestor and Authorizer wish for NWEA to provide to Requester the Data listed in Attachment B of the Agreement for all schools listed on Attachment A to this Authorization for the following school years: 2023-2024, 2024-2025, and 2025-2026, unless otherwise terminated by Requestor in accordance with this Authorization. Additionally, Authorizer consents to disclosure of historical for the prior three (3) years on a rolling basis.
3. Authorizer hereby grants permission for NWEA to disclose the Data to Requestor for use solely for the Project and under the terms of the Agreement. Authorizer permits Requestor to use the Data only if the Project is conducted in a manner that limits sharing of PII of parents and students to those individuals within Requestor that need to access it to complete the Project. Authorizer’s permission also requires that Requestor take steps to maintain the confidentiality of all PII at all stages of the Project by using appropriate disclosure avoidance techniques. This permission shall expire either when the information is no longer needed for the purposes of the Project or as required under applicable state or federal law, whichever comes first. Upon expiration, Requestor must promptly destroy the Data (including all physical and electronic copies) from all systems and locations.
4. In compliance with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time, Requestor is requesting authorization from Authorizer to utilize the Data to complete the services Requestor is providing to Authorizer. Pursuant to 34 CFR 99.33(b), Authorizer may disclose PII with the understanding that the party receiving the information may make further disclosures of the information on behalf of Authorizer if the disclosures meet the requirements of Section 99.31 (legitimate educational interests of school officials—now includes contractors) and Authorizer has complied with Section 99.32(b), which requires a record of the disclosure, including the names of the additional parties to which the receiving party may disclose and the legitimate interests which each of the additional parties has in requesting or obtaining the information.

5. Authorizer represents and warrants to NWEA that it has obtained any and all required consents to collect and release the Data described in Attachment B to this Authorizer Form and that such release is in accordance with all applicable local, state and federal laws, including FERPA and the Children's Online Privacy Protection Act of 1998 (15 U.S.C. §§6501-6506 ("COPPA")). Authorizer understands that the release of PII of students to persons or agencies not authorized to receive such information is a violation of United States federal law.
6. Authorizer will indemnify, defend and hold harmless NWEA, its officers, employees, agents, and Board of Directors from and against all claims, losses, liabilities and damages (including reasonable attorneys' fees and costs) arising from any claims against NWEA related to the Agreement or this Authorization.
7. In no event will NWEA be liable for any indirect, incidental, special, exemplary, or consequential damages (including procurement of substitute goods or services; loss of use, data or profits; or business interruption) or any other damages not arising from NWEA's gross negligence or willful misconduct, however caused, and regardless of the theory of liability (including contract, strict liability, tort, or other, including NWEA's own negligence or otherwise), arising from this Agreement or NWEA's use of the Data, even if advised of the possibility of such damage.
8. Authorizer acknowledges that NWEA does not make any representations, endorsements, or guarantees of the quality or accuracy of the services provided by Requestor to Authorizer, if applicable.
9. Unless the law of the jurisdiction where Authorizer is domiciled requires otherwise, this Authorization is governed by the laws of the State of Oregon, without regard to that State's conflict of laws provisions.
10. This Authorization is effective as of the date it is signed and is in effect until the earlier to occur of (a) the termination of Requestor's relationship with Authorizer, (b) Authorizer's written revocation of its authorization, (c) the expiration of Authorizer's permission, or (d) NWEA's written notice of termination of the Agreement provided to Requestor. Upon termination of this Authorization or the Agreement, Requestor shall destroy all Data (including all physical and electronic copies) from all systems and locations within 1 year after it is no longer needed to perform the functions of this project, upon NWEA's request or upon termination of this agreement, whichever occurs first or unless otherwise agreed to in writing by the Parties. Requestor shall provide written verification of the data destruction to NWEA within 45 days after the data is destroyed.

By signing below, Authorizer acknowledges that Authorizer's signatory is duly authorized and has legal capacity to execute this Agreement and that Authorizer will record this redisclosure and include in its annual notification to parents.

By: _____
Print Name: _____
Title: _____
Authorizer: _____
Address: _____
Date: _____

**Attachment A
to Data Sharing Authorization Form**

List of Authorizer Schools

_____ All schools within Authorizer district or organization (all schools unless otherwise specified is the default)

_____ Only schools as specified below (please list each one individually by full name):

[Place an X on the appropriate line above]

Attachment B Data Fields to be Released by NWEA

NWEA will provide to Requester the Data listed below (when applicable) for all schools listed on Attachment A to this Authorization for the following school years: 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026, and historical data including the same fields for the prior three (3) years on a rolling basis.

Custom Data File

- Students By School: Term name, District name, District state ID, School name, School state ID, Student last name, Student first name, Student middle initial, Student ID, Student state ID, Student date of birth, Student ethnic group, NWEA standard ethnic group, Student gender, Grade, NWEA standard grade;

- Assessment Results: Term name, District name, District state ID, School name (school where test event occurred), School state ID, Student ID, Student state ID, Course, Subject (course grouping), Growth measure Yes/No, Norms reference data, Weeks of instruction (Fall, Winter, and Spring of reported academic year and previous academic year), Test type, Test name, Test ID, Test start date, Test start time, Test duration (in minutes), Test RIT score, Test standard error, Test percentile, Achievement Quintile, Percent correct, Rapid guessing percentage; Projected, Observed and Conditional growth, Observed growth standard error, Growth index, Growth percentile (Fall to Fall; Fall to Winter; Fall to Spring; Winter to Winter; Winter to Spring; Spring to Spring); Typical growth (Fall to Fall; Fall to Winter; Fall to Spring; Winter to Winter; Winter to Spring; Spring to Spring), Growth quintile (Fall to Fall; Fall to Winter; Fall to Spring; Winter to Winter; Winter to Spring; Spring to Spring), Met Projected Growth ((Fall to Fall; Fall to Winter; Fall to Spring; Winter to Winter; Winter to Spring; Spring to Spring), Lexile score, Lexile min, Lexile max, Quantile score, Quantile min, Quantile max, For Goals 1-8: Goal name, Goal RIT score, Goal standard error, Goal range, Goal adjective; For Projected Proficiency Study 1-10: Projected Proficiency Study, Projected Proficiency Level

CONSENT AGENDA

BA-24-057 Agreement – Cedar Rapids Community School District and Johnson County Public Health - Dental Screenings – 2023-2024 School Year (Karla Hogan)

Exhibit: BA-24-057.1-7

Action Item

Pertinent Fact(s):

1. Johnson County Public Health works collaboratively with CRCSD building health office staff to provide dental screenings, fluoride varnish, dental sealants and referral assistance, with parental consent, to elementary students who attend qualifying schools in the district (per Iowa Department of Public Health) at no cost.
2. CRCSD provides space for screenings, assists with coordination of logistics, informs parents, and obtains parent/guardian consent. The District does not provide financial support for these services.

Recommendation:

It is recommended that the Board of Education approve the ongoing Agreement between the Cedar Rapids Community School District and Johnson County Public Health - Dental Screenings for the 2023-2024 School Year.

**AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL
DISTRICT and JOHNSON COUNTY PUBLIC HEALTH- for the I-Smile @ School
Program
FOR ONSITE SERVICES AT DISTRICT BUILDINGS**

THIS AGREEMENT is made and entered into on the 2nd day of **August 2023**, by and between the Cedar Rapids Community School District (the “District), Johnson County Public Health (“JCPH”). The parties agree as follows:

1. PURPOSE.

The purpose of this Agreement is to provide dental health screenings and preventive dental services for children and youth for the I-Smile at School program onsite at District buildings through the coordination of resources and other joint and cooperative action between the District and JCPH to support student health, welfare, and academic achievement.

2. TERM.

The term of this Agreement shall be from August 2, 2023 to July 31, 2024. The parties hereto agree this Agreement shall be effective upon its execution by both parties. The agreement shall automatically renew for successive periods of one (1) year each with the provisions contained herein.

3. RESPONSIBILITIES OF THE PARTIES

JCPH shall:

- A. Provide services as outlined in Attachment A: Scope of Services in District buildings which qualify for dental health services (having forty percent (40%) or more students eligible for free or reduced price lunches).
- B. Follow all federal and state laws and regulations regarding the confidentiality and handling and maintenance of student and health information.
- C. Speak positively about the partnership between the District and JCPH and bring any concerns directly to the appropriate District administrator in a timely manner to facilitate collaborative resolution of concerns.
- D. JCPH may contract with Hawkeye Area Community Action Program (HACAP) as its agent to provide oral health services under this Agreement. JCPH or its agent is solely responsible for the payment of salaries, benefits, employment taxes, and worker compensation for all staff contracted to perform services under this Agreement. The District reserves the right to refuse the services of any individual employee of JCPH or its agents. The employees of JCPH and its agents shall comply with all applicable laws and policies, rules, and regulations of

the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

F. JCPH employees and its agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under this Agreement. No confidential data collected, maintained or used by JCPH during the performance of this Agreement shall be disseminated except as authorized by law either during the term of the Agreement or after the termination of this Agreement. JCPH and its agents shall cooperate with and assist the District in seeking the return to the District of all data collected, maintained, created or used in the course of the performance of the Agreement in whatever form it is maintained. JCPH shall notify the District immediately of any instances of which it and/or its agents become aware in which the confidentiality of information regarding this Agreement has been breached.

The District shall:

- A. Distribute and collect consent forms; assist in scheduling of visits by dental hygienists; provide parent/guardian contact information as needed for follow up; and help to remove barriers for students in accessing care.
- B. Provide an adequate, designated, well-lighted space for hygienists and dental staff to work in the District.
- C. Speak positively about the partnership between the District and JCPH and bring any concerns directly to the appropriate JCPH representative in a timely manner to facilitate collaborative resolution of concerns.
- D. Communicate with JCPH and its agents regularly to ensure alignment of services across the District.

3. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, JCPH will provide certificates of insurance naming the District as additional insured with general liability insurance limits as follows:

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District.
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of 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 JCPH 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. JCPH 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, JCPH negligence or willful misconduct in the performance of its duties under this Agreement.

4. TERMINATION.

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

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

B. Notice of Default. If there occurs a default event under Section 5A, the non-defaulting

party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

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

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

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement.
- B. No separate budget shall be established in connection with this Agreement.
- C. It is not contemplated that there will be any acquiring, holding or disposing of real or personal property in connection with the joint undertaking outlined in this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

A. **JCPH** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **DHC/HACAP** may involve the presence of the **JCPH** 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. **JCPH** 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. **JCPH** hereby certifies that no one who is an owner, operator or manager of **JCPH** has been convicted of a sex offense against a minor. **JCPH** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

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

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

Sandy Byard, Health Services Coordinator
Cedar Rapids Community School District
2500 Edgewood Road NW
Cedar Rapids, Iowa 52405
(319) 558-4765
sbyard@crschools.us

Roberta Sloat
Clinical Services Manager
Johnson County Public Health
855 S. Dubuque Street, Suite 113
Iowa City Iowa, 52240
(319) 356-6042
rsloat@johnsoncountyiowa.gov

Cedar Rapids Community School District

By: _____

Board Secretary (on behalf of CRCSD Board of Education) Date: _____

JCPH- Agent for the I-Smile @ School Program

By: *Danielle Pettit-Majewski*

Danielle Pettit-Majewski, BS, MPH, JCPH Director

Date: 8/15/2023

ATTACHMENT A SCOPE OF SERVICES

JCPH will provide licensed dental hygienist(s) who will:

1. Provide dental screenings, fluoride varnish, dental education, and dental sealants to 2nd through 5th grade students (as appropriate) in qualifying schools with parent/guardian consent.
2. Send screening results via Dental Report home with the student and to District health staff, with signed parent/guardian consent.
3. Collaborate with District health staff and local dental community and resources to help students find a dental home.
4. Regularly consult with the District's Health Services Coordinator and building contacts regarding participation, progress, scheduling, and other logistics.
5. Provide a report on the number of screenings and findings to the District's Health Services Coordinator at the completion of the program.

CONSENT AGENDA

BA-24-058 **Memorandum of Understanding - Cedar Rapids Community School District and Grant Wood Area Education Agency (GWAEA) - Iowa Health Careers Registered Apprenticeship - 2022-2026 School Years (Karinne Tharaldson/Adam Zimmermann)**

Exhibit: BA-24-058.1-4

Action Item

Pertinent Fact(s):

1. GWAEA provides guidance regarding CRCSD's participation in the Iowa Health Careers Registered Apprenticeship Program for the past year. Healthcare apprentices complete Certified Nurse Aide training through Kirkwood Community College's Career Academy. CRCSD then provides onsite employment visits, organizes transportation, recruits and communicates with employers for host site partners, provides quarterly progress reports, and recruits the next cohort.
2. The apprenticeship grant provides CRCSD reimbursement for tuition costs for GWAEA's healthcare apprentices selected for the Iowa Health Careers Registered Apprenticeship Program and CRCSD contact(s) wage costs.
3. The program has been in place for 1-year and due to new legislation is now requiring an Agreement.

Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding between the Cedar Rapids Community School District and Grant Wood Area Education Agency - Iowa Health Careers Registered Apprenticeship for the 2022-2026 School Years.

Memorandum of Understanding (MOU)
Iowa Health Careers Registered Apprenticeship Program
Cedar Rapids Community School District and Grant Wood Area Education Agency

AGREEMENT made this (August 14, 2023) between Cedar Rapids Community School District ("CRCSO") and the Grant Wood Area Education Agency ("GWAEA"),
NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

SECTION I. PURPOSE

CRCSO and GWAEA enter into this Agreement for reimbursement of CRCSO tuition costs for GWAEA 's health care apprentices selected for the Iowa Health Careers Registered Apprenticeship Program and CRCSO contact wage costs.

- A. Details of this Iowa Health Careers Registered Apprenticeship Program are incorporated by reference in the Iowa Health Careers Registered Apprenticeship Program grant and agreed upon educational work process/outline is provided in Attachment A.

SECTION II. TERM OF AGREEMENT

- A. The Iowa Health Careers Registered Apprenticeship Program grant is funded beginning July 1, 2022, and ending August 31, 2026.
- B. This agreement can be terminated with 30 days written notice by either party for any reason.
- C. This agreement may be renewed only by a mutual agreement in writing by the parties. Any written renewal would be contingent on future grant funding. This should not be construed as an automatic continuing agreement.

SECTION III. WAGE/TUITION REIMBURSEMENT AND BILLING

- A. Wage reimbursement for district contact hours worked and apprentice tuition reimbursement provided under the agreement shall comply with the applicable provisions of the Iowa Code and Iowa Health Careers Registered Apprenticeship Program grant specifications as stated in the MOU contract agreement with Iowa Workforce Development.
- B. GWAEA agrees to pay to CRCSO the district contact hourly wage rate. Wage rates are determined by CRCSO, agreed upon by the GWAEA and are subject to change.
- C. As appropriate, CRCSO shall invoice GWAEA for the wages paid per district contact for hours in which contact worked up to 15 hours per contact. GWAEA shall pay CRCSO the invoiced amount.
- D. CRCSO agrees to submit timesheets of hours worked per contact, along with paystubs or payroll registries for each contact to GWAEA to serve as verification of payroll and hours worked associated with grant.
- E. CRCSO shall also invoice GWAEA for tuition paid to the approved coursework provider for apprentices that have been identified through GWAEA's selection process. CRCSO agrees to submit invoices and proof of payment for tuition reimbursement.

SECTION IV. NO PARTNERSHIP

- A. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

SECTION V. INDEMNITY

- A. To the extent permitted by Iowa law, CRCSD and the GWAEA will each indemnify and hold the other harmless from any and all claims, causes of action, attorney fees, cost or other expenditures occasioned by the undertakings assumed by each, respectively, in this instrument.
- B. In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post-judgment, appeal, or settlement collection. The obligations in this paragraph shall survive expiration or termination of this Agreement.

SECTION VI. JURISDICTION

- A. The parties' consent to the jurisdiction of the appropriate federal or state court for Linn County, Iowa for all matters relating to this Agreement and agree that this Agreement shall be governed by the laws of the State of Iowa, without regard to Iowa's choice-of-law rules, and applicable federal law.

SECTION VI. NON-DISCRIMINATION

- A. Neither party shall discriminate against any employee, applicant, or patient because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, disability, age, special disabled veteran status, genetic information, or any other characteristic protected by law.

SECTION VII. SEVERABILITY

- A. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

APPENDIX II of 2 CFR Part 200.CERTIFICATION REGARDING CONTRACT PROVISIONS for NON-FEDERAL ENTITY CONTRACTS

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity

must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE APPROVAL BY
THEIR RESPECTIVE BOARDS OF EDUCATION

Grant Wood AEA Authorized Representative: _____

Signature: _____

Date: _____

District Representative: _____

Signature: _____

Date: _____

CONSENT AGENDA

BA-24-059 **Approval – Cedar Rapids Community School District Emergency Operations Plan - 2023-2024 School Year (Jon Galbraith/Janessa Carr)**

Exhibit: Confidential Item

Action Item

Pertinent Fact(s):

The administration annually reviews and updates the Emergency Operations Plan as required by Iowa Law per Code Section 280.30. Updates are based on changes to applicable federal and/or state law, real-life events debriefing process, and additional professional development and growth opportunities.

Recommendation:

It is recommended that the Board of Education approve the review of the Cedar Rapids Community School District Emergency Operations Plan for the 2023-2024 School Year as provided by the administration.

CONSENT AGENDA

BA-24-060 **Agreement – Cedar Rapids Community School District and Alliant Energy Powerhouse/VenuWorks of Cedar Rapids, LLC. – 2024 High School Graduations (Dr. Comfort Akwaji-Anderson/Mark Timmerman/Linda Reysack)**

Exhibit: BA-24-060.1-24

Action Item

Pertinent Fact(s):

The on-going Agreement between CRCSD and Alliant Energy PowerHouse is for the use of the arena for our High School Graduations, May 22-25, 2024. The Agreement provides that the District will reimburse the Alliant Energy PowerHouse for the use of the facility during the indicated timeframe.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and the Alliant Energy Powerhouse for the 2024 High School Graduations.

FACILITY USE AGREEMENT



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

2024 CR Schools Graduations

05/23/24 – 05/25/24

This Agreement, entered into 07/31/23 by and between the Alliant Energy PowerHouse, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by City of Cedar Rapids (**OWNER**) to manage the Alliant Energy PowerHouse, hereinafter referred to as "**VENUE**" and:

Cedar Rapids School District

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

Phone: 319-558-1131

E-Mail: pszymanek@crschools.us

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

DEFINITIONS

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

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

Event means 2024 CR Schools Graduations and all related activities.

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

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

SCOPE OF USE

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

2024 CR Schools Graduations

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

FACILITY USE AGREEMENT



TERM

The Term shall commence on 05/23/24

Event day(s) are:

Thursday 5/23/2024 7:00pm - Kennedy High School

Friday 5/24/2024 7:00pm - Washington High School

Saturday 5/25/2024 7:00pm - Jefferson High School

Move-out is immediately following the event.

PAYMENT

In consideration for the license to use the **VENUE** as provided in this Agreement, **CLIENT** shall pay to **VENUE** a facility rental fee of \$7,600.

CLIENT agrees to pay all reimbursable expenses required for the completion of this event including but not limited to the cost of ushers, ticket scanners, ticket sellers, crowd control, security, police, fire, guest event medical, barricade, phone/internet, forklifts, permits, advertising, cleanup/conversion, stagehands, runners, sound, lights, towels, catering, spotlights, and outside rentals.

CLIENT is required to provide, on demand of **VENUE**, documentation of qualification for NON-PROFIT status as it may relate to this **VENUE** Agreement.

Upon **CLIENT** request and upon receipt of specific event information supplied by **CLIENT**, **VENUE** will provide an event cost estimate. This cost estimate is a good faith attempt to identify event costs. However, an event cost estimate is not a price quotation, and **CLIENT** is responsible to **VENUE** for full payment of the actual costs billed to the event.

SECURITY DEPOSIT

CLIENT agrees to pay \$2,500 with the return of this signed agreement as a **NON- REFUNDABLE DEPOSIT** by 1/1/2024. Thereafter, **CLIENT** agrees to make additional non-refundable deposit with **VENUE** at address on this Agreement, of such sums as **VENUE** feels are necessary to cover those costs which **VENUE** would encounter on behalf of **CLIENT** in relation to the event, and to make such payment by certified check payable to the **VENUE**. **VENUE** agrees that such demand will not be made more than thirty (30) days prior to the first date of the event described herein.

ADDITIONAL DEPOSIT PAYMENTS

It is expressly understood that **VENUE** prior to **CLIENT'S** Event, may require additional deposit payment(s) to satisfy **CLIENT'S** obligations under this Agreement. If **CLIENT** fails to meet this requirement, **VENUE**, at its sole option, may terminate this Agreement, and **CLIENT** shall forfeit, as liquidated damages, the Security Deposit as set forth above.

Make checks payable to: Alliant Energy PowerHouse
370 1st Ave NE
Cedar Rapids, IA 52401



FACILITY USE AGREEMENT

BOX OFFICE SERVICES

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

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

BOX OFFICE CHARGES

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

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

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

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

TAXES AND SURCHARGES

The tickets sold will bear the following taxes and surcharges:

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

NOVELTIES AND CONCESSIONS

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

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

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

FACILITY USE AGREEMENT



INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION.

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

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

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

Comprehensive General Liability:

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

Comprehensive Automobile Liability:

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

Worker's Compensation:

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

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

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

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



FACILITY USE AGREEMENT

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

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

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

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

PLACE OF SUIT/CHOICE OF LAW

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

ADDITIONAL COVENANTS AND AGREEMENTS

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

Attachments hereby incorporated as part of this Agreement:

- Terms and Conditions
- Facility Rental Packet
- Ticket Office Rider

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

For **VENUE**:

For **CLIENT**:

By: _____
Michael Silva

Executive Director

By: _____

Print Name:

Title:

Date: _____

Date: _____

TERMS AND CONDITIONS



| | |
|-------------|----------------------------------|
| Venue Name: | Alliant Energy PowerHouse |
|-------------|----------------------------------|

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

1.0 BUILDING CONTROL

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

TERMS AND CONDITIONS



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

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

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2.0 SERVICES PROVIDED

- 2.1 HEAT, LIGHT, UTILITIES:** During the period of this agreement, VENUE will provide ventilation, air conditioning or heat, and overhead lighting for ordinary use, subject to a utility charge as outlined in the Schedule of User Fees in force on the date of the event. VENUE will provide, at its expense and at its discretion, continuous cleaning of corridors, public lobbies, and restrooms with necessary equipment, materials, supplies, labor and supervision.
- 2.2 ADDITIONAL SPACE:** Available dressing rooms, office space and storage space will be provided by VENUE at the sole discretion of VENUE, at no cost to CLIENT. All other services or conditions will be at the expense of CLIENT.
- 2.3 ADDITIONAL SERVICES AND STAFFING:** All labor and services not specifically mentioned above (see Services Provided), but required for the execution of CLIENT'S event shall be secured by VENUE and be considered reimbursable costs payable to the VENUE by the CLIENT, according to rates set down in the Schedule of User Fees in force on the date of the event. Such services shall include, but are not limited to, those performed by technicians, laborers, security guards, ushers, house manager, traffic personnel, paramedics, stage manager, technical director, house electricians and cashiers.
- 2.3.1 In cases of special custodial services necessitated by an event, CLIENT shall pay costs of these services as a reimbursable expense to VENUE. VENUE retains the right to determine the appropriate number of personnel necessary to properly serve and protect the public. All personnel provided by the VENUE shall remain employees of the VENUE and will be under direct VENUE staff supervision.
- 2.4 CONTRACT SERVICES:** VENUE reserves the exclusive right to furnish, install, or provide electricity, gas, water, waste water, compressed air and steam services. Such services shall be provided on written order at the then prevailing published rates for such services. CLIENT may contract with persons approved by VENUE for services not available from VENUE.
- 2.5 CATERING:** All catering must be performed by VENUE's in-house caterer unless agreement to the contrary is reached in writing no fewer than ten (10) days prior to the event.

3.0 EVENT REQUIREMENTS

- 3.1 TALENT CONTRACT:** The CLIENT certifies and attests that CLIENT has a valid, properly executed and compatible contract with the performer(s) whose services form the basis for the desire to rent the facility. The CLIENT shall submit to VENUE upon demand a copy of said contract with the performer(s).
- 3.2 PRODUCTION REQUIREMENTS:** CLIENT agrees to furnish VENUE with detailed production and house requirements and/or information for CLIENT's use of space(s) no later than four (4) weeks prior to the beginning of the use period. The intent of the foregoing is to enable both parties of this contract to anticipate and work out in advance any problems that might/can occur relating to CLIENT's use of space(s). VENUE requires advance information in order to schedule the appropriate personnel and equipment for CLIENT's use of space(s) and to compile expense estimates.
- 3.3 EQUIPMENT AND UTILITIES:** VENUE will provide equipment and utilities presently owned by VENUE at CLIENT's expense as listed in the Schedule of User Fees. Additional equipment or utilities required shall be provided and paid for by CLIENT. VENUE reserves the right to operate/control all equipment and utilities used for CLIENT's event.
- 3.4 CLIENT PROVIDED EQUIPMENT:** CLIENT warrants that all equipment brought into VENUE shall be in good working order and meet applicable safety regulations. CLIENT

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

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

4.0 INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION

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

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

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

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

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

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

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

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

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

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subcontractors.

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

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

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

5.0 SHIPPING AND STORAGE

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

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

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

6.0 SETTLEMENT

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

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

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

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7.0 ADVERTISING

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

8.0 BROADCAST RIGHTS

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

9.0 MEDIA COVERAGE

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

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

10.0 PUBLIC SAFETY

- 10.1** CLIENT shall at all times conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with VENUE to ensure such safety.
- 10.2** All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities on premises shall be kept unobstructed by the CLIENT and shall not be used for any purpose other than ingress or egress to and from the premises.
- 10.3** CLIENT agrees not to bring onto the premises any material, substance, equipment, or object which is likely to endanger the life of, or cause bodily injury to, any person on the premises, or which is likely to constitute hazard to property thereon without the prior approval of VENUE. VENUE shall have the right to refuse to allow such material, substance, equipment or object to be brought onto the premises and further shall have the right to require its immediate removal therefrom if found thereon.
- 10.4** CLIENT and its invitees are prohibited from bringing firearms of any kind into the VENUE, with the exception of those carried by law enforcement officials or as part of a related firearms shows or exhibit.

11.0 CANCELLATION

- 11.1 RIGHT TO CANCEL:** VENUE reserves the right to terminate this Agreement for good cause which shall not include subsequent scheduling of a preferred event.
- 11.1.1** Should CLIENT default in the performance of any of the terms and conditions of this agreement, VENUE at its option may terminate the same.
- 11.1.2** VENUE reserves the right to cancel this Agreement if it receives evidence that the artist(s) and/or client(s) named in the contract or audiences of the named artist(s) and/or client(s) have violated laws, caused disturbances and/or taken any action resulting in injury at any performance and/or activity prior to the proposed appearance at VENUE.
- 11.1.3** In the event VENUE does terminate this Agreement the CLIENT shall be liable for full payment of the fees accrued to point of termination and for all reimbursable expenses. Should VENUE exercise said right to terminate this Agreement, CLIENT agrees to forego any and all claims which might arise by reason of the terms of this Agreement and CLIENT shall have no recourse of any kind against VENUE.
- 11.2 CANCELLATION BY CLIENT:** If CLIENT shall cancel for any reason other than those set forth in Section 12.8, or fail to take possession of or to use the facilities substantially in accordance with this Agreement, unless otherwise agreed to in writing, then VENUE shall be entitled to liquidated damages equal to the minimum daily base rental, 100% of applicable ticket handling fees on the sale of tickets up to the time of cancellation, plus any other disbursement or expenses incurred by VENUE in connection with the event.
- 11.3 CANCELLATION:** In the case of any cancellation of any performance and/or activity, the CLIENT shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media. In the event of default of such obligation by CLIENT as determined by VENUE in its reasonable discretion, VENUE reserves the right

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to make such announcements at the expense of CLIENT.

12.0 ADHERENCE TO CONTRACT TERMS

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



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

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

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

13.0 CIVIL RIGHTS

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

14.0 COMPLETE AGREEMENT

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

Venue Initials_____Date_____

Client Initials_____Date_____



FACILITY RENTAL PACKET

I. GENERAL INFORMATION

GENERAL TERMS

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

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

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

MOVE IN/MOVE OUT/REHEARSALS

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

~~MULTIPLE SHOWS~~

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

TAX RATE

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

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

EQUIPMENT RATES

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



FACILITY RENTAL PACKET

II. EVENT PLANNING

ASSIGNMENT OF DATES

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

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

DEPOSITS

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

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

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

INSURANCE

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

Additional Insured Language

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

Other Mandated Insurance Provisions

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

FACILITY RENTAL PACKET



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

Auto Liability

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

Workers Comp

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

ESTIMATES

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

SETTLEMENT & PAYMENT POLICY

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

ADVERTISING/PUBLICITY/PROMOTION

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

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

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

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

TICKET OFFICE SERVICE

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

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

FACILITY RENTAL PACKET



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

GROUP SALES SERVICES

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

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

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

MERCHANDISING / NOVELTIES

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

III. BUILDING POLICIES

AMERICANS WITH DISABILITIES ACT OF 1990

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

BALLOONS

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

CAMERAS/VIDEO AND AUDIO RECORDING

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

DECORATIONS/TAPE/CONFETTI/STICKERS

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

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

FACILITY RENTAL PACKET



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

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

DELIVERIES AND MATERIAL STORAGE

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

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

FLAMMABLE MATERIALS

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

LOST AND FOUND

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

FOOD AND BEVERAGE

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

PROMOTIONS

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

PUBLIC SAFETY

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

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

PYROTECHNICS

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

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



FACILITY RENTAL PACKET

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

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

SIGNAGE/SPONSORSHIPS

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

SMOKING POLICY

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

STAFFING

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

TIPPING

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

Facility Initials_____Date_____

Client Initials_____Date_____

TICKET OFFICE RIDER



Facility Name: **Alliant Energy PowerHouse**

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Cash | <input checked="" type="checkbox"/> MasterCard |
| <input checked="" type="checkbox"/> Check | <input checked="" type="checkbox"/> Discover |
| <input checked="" type="checkbox"/> Visa | <input checked="" type="checkbox"/> |

TICKET OFFICE RIDER



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

Facility Initials_____Date_____

Client Initials_____Date_____

CONSENT AGENDA

**BA-24-061 Approval – ADA Restroom Upgrades - Jefferson High School - Change Order #2
(Chris Gates/Ben Merta)**

Exhibit: BA-24-061.1-3

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for this project with a contract amount of \$313,054.75, 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 \$2,389.80, for a new contract amount of \$315,444.55.
 - COR 5 results from an owner’s request to add lavatory guards.

Recommendation:

It is recommended that the Board of Education approve Change Order #2 to Garling Construction for the ADA Restroom Upgrades - 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: 02 Date: August 15, 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.)


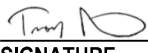
Per COR 05 (Attached) - Lavatory Guards, ADD \$2,389.80

| | |
|--|---------------|
| The original Contract Sum was | \$ 309,000.00 |
| The net change by previously authorized Change Orders | \$ 4,054.75 |
| The Contract Sum prior to this Change Order was | \$ 313,054.75 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 2,389.80 |
| The new Contract Sum including this Change Order will be | \$ 315,444.55 |

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

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

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

| | | |
|---|---|---|
| Solum Lang Architects, LLC 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, President PRINTED NAME AND TITLE | Ryan Rydstrom, Board Secretary PRINTED NAME AND TITLE |
| 8/15/23 DATE | 8-16-23 DATE | DATE |



General Contractors

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

COR #. 0005

| | | |
|---------------------------------|------------------|---------------------------|
| CEDAR RAPIDS SCHOOL DIST | Date | Thursday, August 10, 2023 |
| Project: Jefferson ADA Upgrades | Project #: 54218 | cc: Superintendent |
| ITC 003 pricing | | |

| # | Description | Type | Qty | Rate | Expense Amount | MarkUp | Cost |
|-------|--------------------|-----------------------|-----|------|----------------|--------|------------|
| 00006 | Evergreen Plumbing | Subcontractor Expense | | | 2276.000 | 5.0000 | \$2,389.80 |

PROPOSAL SUMMARY

Subcontractor Expense \$2,389.80

Net Costs \$2,389.80

Proposal Total \$2,389.80

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

Architect: x *Darci Frousen* Date: 8/11/23

Owner: x *BEN MEDA* Date: 8/15/23
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *John R Bodensteiner* Date: 8/10/2023
John R Bodensteiner, Assistant Project Manager

8/9/23

BA-24-061.1-3

Page 3

Sam Blasberg
Evergreen Plumbing LLC

Samblasb@gmail.com

319.210.9832



Jefferson ADA Upgrades ITC 3

Furnish and install seven (7) TrueBro Lav Shield model 2018SLSS3003.

Material: \$1,281

Labor: \$788

Subtotal: \$2,069

10% Markup: \$207

Total Add: \$2,276

CONSENT AGENDA

**BA-24-062 Approval – Pavement Replacement Project - Washington High School -
Change Order #2 (Chris Gates/Rob Cornthwaite)**

Exhibit: BA-24-062.1-2

Action Item

Pertinent Fact(s):

1. Rathje Construction is the contractor for this project with a contract amount of \$665,725.85, and the source of funding is the Physical Plant and Equipment Levy fund (PPEL).
2. Rathje Construction is requesting a Change Order in the amount of \$3,534.60, for a new contract amount of \$669,260.45.
 - COR 04 results from an owner's request for additional pavement removal & replacement.

Recommendation:

It is recommended that the Board of Education approve Change Order #2 to Rathje Construction for the Pavement Replacement Project - Washington High School.



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Change Order

PROJECT: *(Name and address)*
CRCSO 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: 02

Date: August 16, 2023

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

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

CONTRACTOR: *(Name and address)*
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 04 (Attached) - ITC 02 - Additional Pavement Removal & Replacement, ADD \$3,534.60

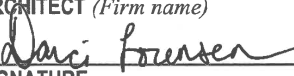
| | | |
|--|----|------------|
| The original Contract Sum was | \$ | 611,950.00 |
| The net change by previously authorized Change Orders | \$ | 53,775.85 |
| The Contract Sum prior to this Change Order was | \$ | 665,725.85 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ | 3,534.60 |
| The new Contract Sum including this Change Order will be | \$ | 669,260.45 |

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.

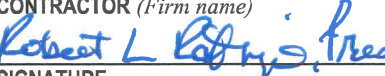
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Solum Lang Architects, LLC

ARCHITECT *(Firm name)*


SIGNATURE

Rathje Construction Co.

CONTRACTOR *(Firm name)*


SIGNATURE

Cedar Rapids Community School District

OWNER *(Firm name)*

SIGNATURE

Darci Lorensen, Partner + Architect

PRINTED NAME AND TITLE

8/16/23

DATE

Robert Rathje, President

PRINTED NAME AND TITLE

8-16-2023

DATE

Ryan Rydstrom, Board Secretary

PRINTED NAME AND TITLE

DATE



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 #4

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 | 33.00 | SY | \$20.00 | 0.00% | \$20.00 | \$660.00 |
| Core out 6" depth, add subbase with grid | 5.50 | CY | \$75.00 | 0.00% | \$75.00 | \$412.50 |
| 6" PCC, including curb | 33.00 | SY | \$67.00 | 10.00% | \$73.70 | \$2,432.10 |
| Additional backfill and restoration | 1.00 | LS | \$30.00 | 0.00% | \$30.00 | \$30.00 |
| | | | | | | \$3,534.60 |

Please call if you have any questions.

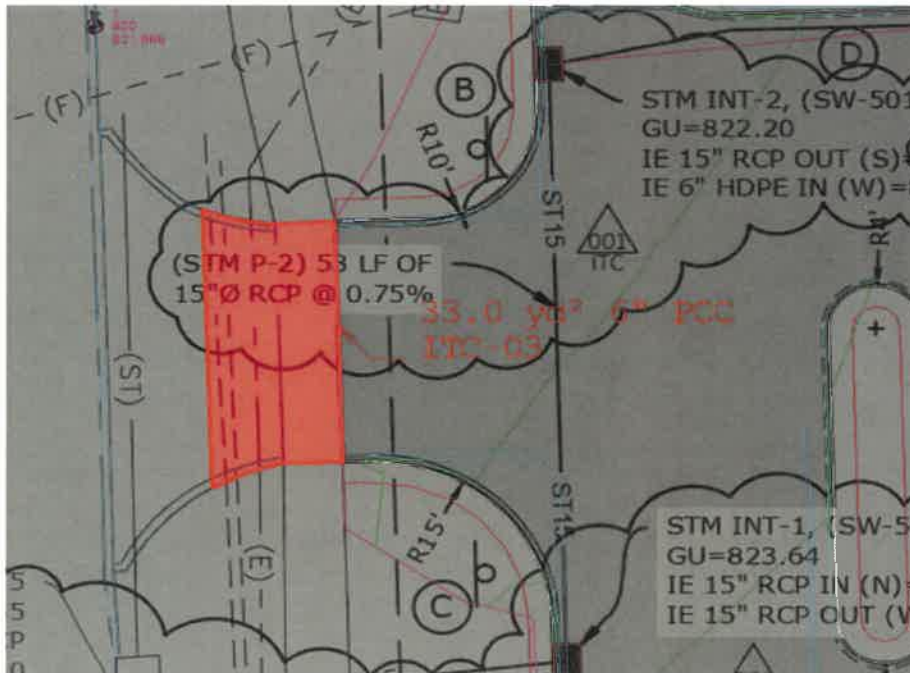
Respectfully,

Darren Fry 319-360-1587

8/4/23

Signature and Date of Design Professional - Solum Lang Architects

Signature and Date of Owner's Representative - CRCSD



CONSENT AGENDA

BA-24-063 **Approval – New Elementary at the Arthur (Trailside) Elementary School Site Project - Change Order #3 (Chris Gates)**

Exhibit: BA-24-063.1

Action Item

Pertinent Fact(s):

1. Larson Construction is the contractor for this project with a contract amount of \$29,452,772.58, 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 \$5,393.19, for a new contract amount of \$29,447,379.39.
 - COR #004 results from an unforeseen condition requiring changes per code requirements.
 - COR #006 results from an owner's request to eliminate the adult changing table.

Recommendation:

It is recommended that the Board of Education approve Change Order #3 to Larson Construction for the New Elementary at the Arthur (Trailside) Site Project.



Document G701® – 2017

Change Order

| | | |
|---|--|---|
| PROJECT: (Name and address) 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: 003 Date: 6/7/2023 |
| OWNER: (Name and address) Cedar Rapids School District 2500 Edgewood Road NW Cedar Rapids, IA 52405 | ARCHITECT: (Name and address) OPN Architects 200 Fifth Avenue SE, Suite 201 Cedar Rapids, IA 52401 | CONTRACTOR: (Name and address) Larson Construction 600 17 th Street, P.O. Box 112 Independence, IA 50644 |

THE CONTRACT IS CHANGED AS FOLLOWS:

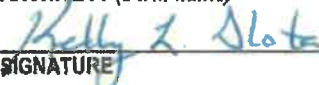

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

| | | | |
|---------------|-----------|--------------------------------|----------------------|
| COR 004 | ITC 001.1 | Changes per Code Requirements | (-\$2,893.19) |
| COR 006 | ITC 005 | Eliminate Adult Changing Table | (-\$2,500.00) |
| TOTAL: | | | (-\$5,393.19) |

| | |
|--|------------------|
| The original Contract Sum was | \$ 29,453,000.00 |
| The net change by previously authorized Change Orders | \$ -227.42 |
| The Contract Sum prior to this Change Order was | \$ 29,452,772.58 |
| The Contract Sum will be decreased by this Change Order in the amount of | \$ 5,393.19 |
| The new Contract Sum including this Change Order will be | \$ 29,447,379.39 |
| 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.

| | | |
|--|--|---|
| OPN Architects ARCHITECT (Firm name) | Larson Construction CONTRACTOR (Firm name) | Cedar Rapids Community School District OWNER (Firm name) |
|  SIGNATURE |  SIGNATURE | SIGNATURE |
| Kelly Slota, Construction Administrator PRINTED NAME AND TITLE | Doug Larson PRINTED NAME AND TITLE | Ryan Rydstrom-Board Secretary PRINTED NAME AND TITLE |
| 08/01/2023 DATE | 08/14/23 DATE | DATE |

CONSENT AGENDA

BA-24-064 **Agreement – Cedar Rapids Community School District and Grant Wood Area Education Agency - Contract Personnel – 2023-2024 School Year (Karinne Tharaldson)**

Exhibit: BA-24-064.1

Action Item

Pertinent Fact(s):

GWAEA will provide 1.0 FTE to support the position of Interim Director of Behavior Supports. The position will provide leadership and support in planning, organizing, evaluating and improving the special education behavioral programs in conjunction with GWAEA, and function in a supportive manner to assist the GWAEA Executive Director of Special Education in meeting their responsibilities, as per Iowa Rules of Special Education.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Grant Wood Area Education Agency - Contract Personnel for the 2022-2023 School Year.



4401 Sixth Street SW
Cedar Rapids, IA 52404-4499
(319) 399-6700
Iowa WATS (800) 332-8488
FAX (319) 399-6457
TDD (319) 399-6766
www.aea10.k12.ia.us

**2023-2024 Agreement
Between the Cedar Rapids Community School District and
Grant Wood Area Education Agency**

This Agreement is entered into by and between the **Cedar Rapids Community School District**, hereinafter referred to as (“School District”) and the Grant Wood Area Education Agency, hereinafter referred to as (“GWAEA”).

The purpose of this Agreement is to facilitate the partnership between GWAEA and the School District in providing resources in a manner that best meets the learning needs of the students we serve. The personnel listed below are to be housed in the School District.

Services to be provided under this Agreement shall begin on August 17, 2023 and terminate on June 30, 2024. However, this Agreement may be amended at any time by mutual agreement of GWAEA and the School District. This Agreement will automatically continue from one fiscal year to the next for a maximum of three years through June 30, 2026, unless either entity notifies the other in writing by March 1 preceding any year of renewal that it wishes to terminate the Agreement. If notice is provided by March 1, the agreement will end on June 30 of that year. GWAEA and School District may mutually agree to terminate this Agreement at an earlier date.

GWAEA will provide 1.0 FTE (228 days) to support the position of Interim Coordinator of Behavior Supports (position FTE to be pro-rated to 200 days for the 2023-2024 school year). The Interim Coordinator of Behavior Supports will provide leadership and support in planning, organizing, evaluating and improving the School District’s special education behavioral programs in conjunction with GWAEA, and functions in a supportive manner to assist the GWAEA Executive Director of Special Education in meeting his/her responsibilities, as per Iowa Rules of Special Education.

It is understood:

1. GWAEA assumes all employment obligations for this position.
2. The individual employed in this position is at all times an employee of GWAEA, subject to the GWAEA’s employment terms and conditions, operating procedures and policies and is not an employee of the School District.
3. School District shall provide office space, e-mail, voice mail, and other necessary support during the term of this Agreement.
4. GWAEA will pay the anticipated annual cost of salary, benefits and expenses for the employee assigned for these services for the 2023-2024 school year. Decisions regarding the finances of this position will be reviewed annually.
5. GWAEA and the School District each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.

Board President
Grant Wood Area Education Agency

Board President
Cedar Rapids Community School District

Date

Date

LEARNING AND LEADERSHIP

BA-24-065 **Approval - Cedar Rapids Community School District's 2023-2026 Strategic Plan
(Tawana Grover)**

Exhibit: BA-24-065.1-21

Information Item

Strategic Plan/Focus Area:

- Culture
- Student Learning
- Workforce
- Systems and Resources

Pertinent Fact(s):

Insights on the latest strategic plan updates will be provided. The draft of the three-year strategic plan is comprehensive and based on diverse feedback sources.

BUILD TOGETHER

A BLUEPRINT FOR EVERY
EVERY LEARNER, FUTURE READY.





GOAL 1

Student Achievement

By June 2027, 80% of students will score proficient or advanced on ISASP.

GOAL 2

Equitable Student Outcomes

By June 2027, CRCSD will reduce gaps in reading and math across all student demographic groups (ELL, IEP, race) by 20%.

GOAL 3

Safe & Secure Learning Environments

By June 2024, CRCSD will increase sense of belonging, reduce its suspension rate by 10% and reduce any disproportionate gaps in behavior infractions by student demographic groups (ELL, IEP, race).

GOAL 4

Graduating College and Career-Ready Students

By June 2027, CRCSD will increase graduation rate by 10% and students will graduate with AP college credit and/or career certification.



FUTURE READY FACILITIES

STRONG FAMILY ENGAGEMENT

Investing in Cedar Rapids Community School District *Every Learner. Future Ready.*

Future Ready Now



build.crschools.us

CRCSD is committed to:

Fiscal Responsibility

It has been 23 years since the last bond vote in Cedar Rapids. The district has been fiscally responsible stewards of tax payer dollars, leveraging state sales tax revenue and PPEL funds to maintain facilities and replace elementary schools. As our buildings continue to age, the cost of upkeep will continue to rise. The cost of construction is outpacing inflation.



Work Force & College Ready Graduates

Career and Technical Education (CTE) additions to Washington, Jefferson, and Kennedy High Schools will provide hands-on experiences and on-site opportunities for business and college and university partnerships. This gives us a competitive edge in attracting and retaining both students and staff while also helping to develop a future-ready workforce.



Public Education & Our Community

An investment in our schools is an investment in our community. School facilities are integrally tied to a community's economic vitality. We maintain public facilities, like schools, because it is an investment in our shared wellbeing and preserves our legacy of support for public education.



23



YEARS SINCE LAST BOND

Phase 1 (2023 Bond)

- **New 6th-8th Grade Middle School Building at New Site**
- **Renovations of Franklin 7th-8th Grade Middle School**
- **HS Career and Technical Classrooms Additions (at 3 Locations)**
- **HS New Turf Field (at 3 Locations)**
- **Renovations of Kennedy Cafeteria/ Kitchen**
- **Metro Gym Updates**

Phase 2 (2029 Bond)

The second phase, which would require another bond vote in 2029, will address the remaining middle schools. This phase, which would not require an additional tax increase, will be reassessed closer to the implementation date.

A photograph of three people outdoors. On the left, an older woman with grey hair, wearing glasses and a yellow sweater, is smiling and holding a blue pen. In the center, a young man with curly hair is looking down at a clipboard. On the right, a young woman with long blonde hair, wearing a red vest over a grey sweater, is also looking at the clipboard. The background shows a building with a window and a stone wall. A large, bold, red number '6319' is overlaid across the center of the image.

6319



INCREASED ENROLLMENT

BUILD TRUST AND CREDIBILITY

**TRANSPARENT AND INCLUSIVE
COMMUNICATION**

LISTENING SESSIONS

HOW WILL WE?



WHY DO WE EXIST?

CORE PURPOSE

We see and unleash all people's talents for all students' success.

HOW DO WE BEHAVE?

CORE VALUE

Reflective Learning
Hopeful
Committed
Tenacious

WHAT DO WE DO?

BUSINESS DEFINITION

We set strategic direction, allocate resources, and lead systems of support.

HOW WILL WE SUCCEED?

STRATEGIC ANCHORS

Stakeholder Satisfaction
Competitive Edge
Safe Spaces

WHAT IS MOST IMPORTANT?

RALLY CRY

**Building Trust and Credibility
by May 2024**



**DIVERSE & CULTURALLY
COMPETENT STAFF**

STAFF EFFICACY

DEVELOPMENT & PROMOTION

STABLE ATTENDANCE



STUDENT ACHIEVEMENT

EQUITABLE STUDENT OUTCOMES

**GRADUATING COLLEGE
& CAREER-READY STUDENTS**

**SAFE & SECURE
LEARNING ENVIRONMENTS**



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By June 2027, 80% of students will score proficient or advanced on ISASP.

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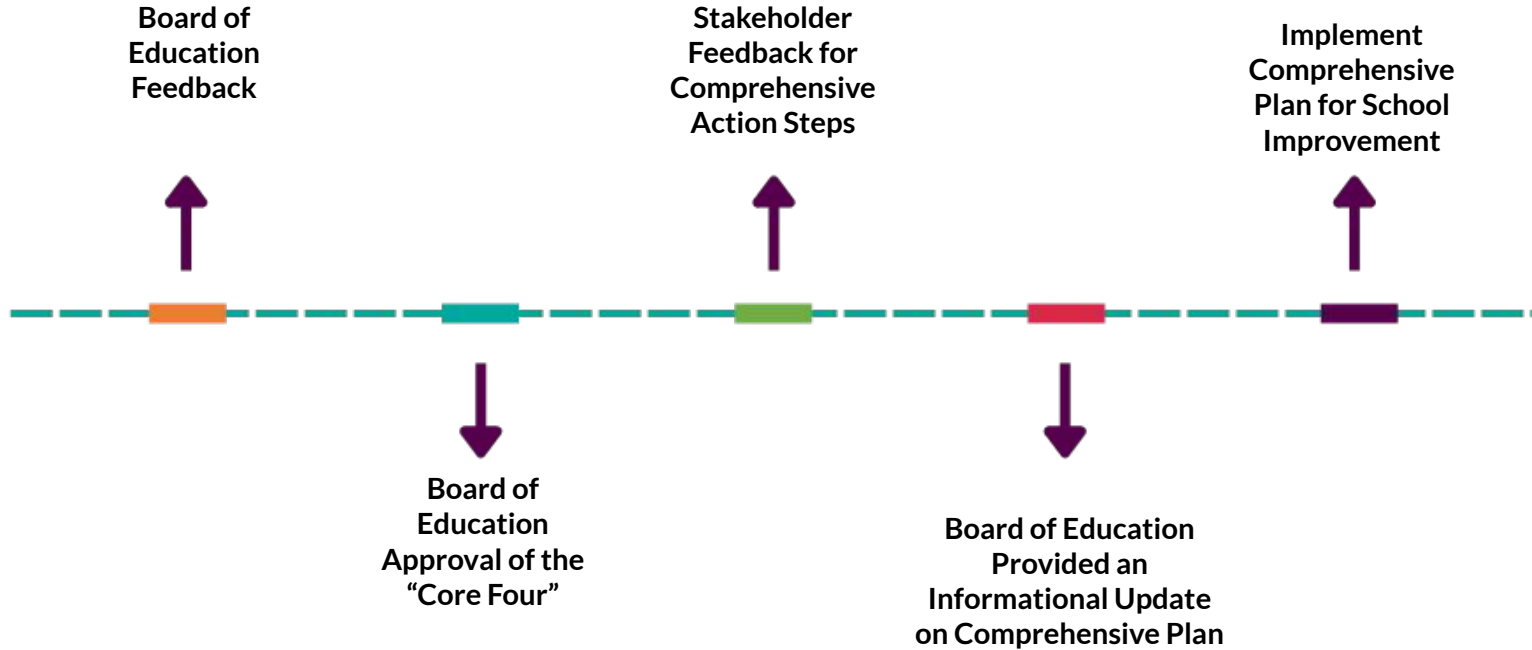
GOAL 4

Graduating College and Career-Ready Students

By June 2027, CRCSD will increase graduation rate by 10% and students will graduate with AP college credit and/or career certification.

FEEDBACK

NEXT STEPS





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 28, 2023