

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
Educational Leadership & Support Center, Board Room
Monday, September 11, 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

BA-24-000/04	Minutes – Board Meeting on August 28, 2023 (Ryan Rydstrom).....	3
BA-24-009/04	Personnel Report (Darius Ballard).....	4
BA-24-066	Teacher Quality Committee Administrative Appointments - 2023-24 School Year (Karinne Tharaldson).....	10
BA-24-067	MOU - NSVF - City View HS Funding - 2023-25 School Years (Karinne Tharaldson/Adam Zimmermann).....	11
BA-24-068	Final Approval – New Elementary at the Jackson (Maple Grove) ES Site Project - Certificate of Substantial Completion (Chris Gates).....	15
BA-24-069	Agreement - Cedar Rapids Museum of Art - 2023-24 School Year (Karinne Tharaldson/Lonna Anderson).....	18
BA-24-070	Agreement – Cedar Rapids Opera Theatre – 2023-24 School Year (Karinne Tharaldson/Doreen Underwood).....	21
BA-24-071	Agreement – Orchestra Iowa – 2023-24 School Year (Karinne Tharaldson/Doreen Underwood).....	29
BA-24-072	Agreement - MidAmerica Administrative & Retirement Solutions, LLC - Post-Employment Health Savings Plan (Karla Hogan).....	42
BA-24-073	Agreement – ACT, Inc – ACT District Testing Program – 2023-24 School Year (Karinne Tharaldson).....	46
BA-24-074	Tabulation – College and Career Readiness Pathways Development - 2023-24 School Year (Karinne Tharaldson/Adam Zimmermann).....	51
BA-24-075	Agreement – Kirkwood Community College - Concurrent Enrollment Courses – 2023-24 School Year (Karinne Tharaldson/Adam Zimmermann).....	52
BA-24-076	Approval - ADA Locker Room Upgrades - Kennedy HS - Change Order #2 (Chris Gates/Ben Merta).....	60
BA-24-077	Amendment - Kids First Law Center - 2023-24 School Year (Karinne Tharaldson/Adam Zimmermann).....	68
BA-24-078	Agreement - Imagine Learning LLC. - Licensing & Course Materials - 2023-24 School Year (Linda Reysack/Dan DeVore).....	70

ADMINISTRATION

BA-24-079	Resolution - Authorizing, Provide Issuance & Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds and Authorizing the Execution and Delivery of Documents (Karla Hogan).....	72
-----------	---	----

MOMENT OF SILENCE

SCHOOL BOARD CALENDAR/ ADJOURNMENT (President David Tominsky)



AGENDA

CALL TO ORDER – President David Tominsky

APPROVAL OF AGENDA – President David Tominsky

“I move that the revised agenda of Monday, September 11, 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-24-000/04 Minutes – Board Meeting on August 28, 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 28, 2023.

Board Meeting: Monday, September 11, 2023

CONSENT AGENDA

BA-24-009/04 Personnel Report (Darius Ballard)

Exhibit: BA-24-009/04.1-5

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>
Ethier, Ben	\$2,016.00	Volleyball MS Assistant (Temp Contract) Harding	2023-2024 School Year
Gibson, Christine	\$117,000.00	Director Student Services ELSC	9/6/2023
Kinkeade, Angie	\$2,068.00	Student Government MS Harding	2023-2024 School Year
Krieger, Adam	\$45,500.00	Special Ed Interventionist Polk	9/5/2023
Lapel, Andrew	\$47,000.00	Special Ed Interventionist Wilson	8/28/2023
Randall, Bradley	\$72,060.00	Physical Education Washington	8/9/2023
Roberts, Samantha	\$3,361.00	Volleyball MS Wilson	2023-2024 School Year
Roller, Andrea	\$3,361.00	Volleyball MS McKinley	2023-2024 School Year
Snyder, Kelly	\$3,207.00	Football Assistant Jefferson	2023-2024 School Year
Wells, Logan	\$3,620.00	Cross Country Assistant Washington	2023-2024 School Year
Young, Shawndell	\$4,655.00	Show Choir Director McKinley	2023-2024 School Year
CHANGE OF GRADE/POSITION - SALARIED STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Hanna, Joslin	\$132,470.00	Principal Erskine	9/5/2023
Miller, Chad	\$55,467.00	TAP Specialist ELSC	8/19/2023
Thompson, Alyssa	\$55,467.00	TAP Specialist ELSC	9/4/2023
RESIGNATIONS - SALARIED STAFF			
<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Callsen, Katrin	Personal	World Language (0.6625 FTE) Washington	9/1/2023
Ethier, Ben	Personal	Football MS Franklin	2023-2024 School Year
Finley, Michael	Personal	Yearbook Metro	2023-2024 School Year
Tesar, Hannah	Personal	Social Studies Washington	8/28/2023

APPOINTMENTS - HOURLY STAFF			
<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Alagarsamy, Vasuki	\$15.70	Paraprofessional Washington	9/5/2023
Alyassiri, Amal	\$15.10	Paraprofessional Grant	8/28/2023
Blue, Corina	\$15.10	Paraprofessional Hoover	8/28/2023
Chyko-Brown, Patricia	\$15.00	Bus Attendant ELSC	9/5/2023
Cruz-Mehring, Leeanne	\$15.10	Paraprofessional Truman	9/5/2023
Davis, Amiya	\$15.45	Bus Attendant ELSC	9/5/2023
Ehowe, Frank	\$15.10	Paraprofessional Hoover	8/25/2023
Evans, Michael	\$15.70	Paraprofessional Washington	8/25/2023
Glandorf, Mark	\$15.45	Paraprofessional Kennedy	9/5/2023
Gonzalez, Nelson	\$19.37	Custodian Kennedy	8/25/2023
Graves, Jeremy	\$19.52	Custodian Jefferson	8/25/2023
Heinrich, Abigail	\$15.10	Paraprofessional Washington	8/28/2023
Hepker, RaeAnn	\$15.10	Paraprofessional Pierce	8/24/2023
Hoffman, Thomas	\$15.45	Bus Attendant ELSC	9/5/2023
Hook, Randy	\$15.45	Bus Attendant ELSC	9/5/2023
Ingles, Mary	\$15.10	Paraprofessional Kennedy	9/5/2023
James, Alyssa	\$17.54	Principal's Secretary Home School	8/28/2023
Kinkaid, Clare	\$15.10	Paraprofessional Kenwood	8/28/2023
McElmeel, Kaydence	\$15.10	Paraprofessional Nixon	8/28/2023
Miller, Alyssa	\$15.10	Paraprofessional West Willow	8/25/2023 (Correction)
Morris, Lisa	\$15.10	Paraprofessional Truman	8/28/2023

Murphy, James	\$19.37	Custodian Washington	8/25/2023
Reinier, Thomas	\$15.10	Paraprofessional Grant	8/25/2023
Rigby, Emily	\$15.45	Paraprofessional West Willow	8/28/2023
Shaw, Lanaya	\$15.10	Paraprofessional Kenwood	9/5/2023
Shipp, Deysiah	\$15.10	Paraprofessional Cleveland	8/28/2023
Sorden, Linda	\$15.10	Food Service Assistant Franklin	8/25/2023
Suesens, Nicole	\$15.10	Paraprofessional Van Buren	8/28/2023
Vandervaat, Noah	\$15.10	Paraprofessional Erskine	8/28/2023
Wade, Corissa	\$15.10	Paraprofessional Harding	9/5/2023
Weston, Kicole	\$15.10	Food Service Assistant Roosevelt	8/25/2023
Wobbe, Natalie	\$19.37	Custodian Hoover	8/25/2023
Zinda, Zuena	\$15.10	Food Service Asst Jefferson	9/5/2023

CHANGE OF GRADE/POSITION - HOURLY STAFF

<u>Name</u>	<u>Salary Placement</u>	<u>Assignment</u>	<u>Effective Date</u>
Akkerman, Alicia	\$17.05	Cook Washington	8/22/2023
Bierbaum, Emily	\$16.15	Paraprofessional Harrison	9/4/2023
Carpenter, Laura	\$16.36	Attendance Secretary Maple Grove	9/4/2023
Cliff, Sarah	\$21.89	Food and Nutrition Office Coordinator ELSC	9/4/2023
Donahue, Doretta	\$15.65	Food Service Asst Grant Wood	8/22/2023
Hageman, Erica	\$21.89	Accounts Payable Specialist/ Project Assistant Accounting	9/4/2023
Humbles, Vernita	\$15.10	Food Service Asst Eskine	8/22/2023
Janecek, Louis	\$15.38	Cashier McKinley	8/19/2023

Patzner, Kimberly	\$15.90	Paraprofessional Kennedy	8/22/2023
Shaw, Desarae	\$20.55	Behavior Tech Maple Grove	8/22/2023
Sherard, Erik	\$17.78	Paraprofessional City View	8/22/2023
Vasquez, Jissabette	\$25.16	Confidential Secretary ELSC	8/5/2023
Wedel, Denise	\$20.55	Behavior Tech Madison	8/22/2023
Willman, Micki	\$15.90	Paraprofessional Nixon	9/4/2023

RESIGNATIONS - HOURLY STAFF

<u>Name</u>	<u>Reason</u>	<u>Assignment</u>	<u>Effective Date</u>
Barnes, Venice	Personal	Transportation ELSC	8/22/2023
Bell, Danira	Personal	Paraprofessional Viola Gibson	8/7/2023
Chibaye, Sandra	Personal	Bus Attendant ELSC	8/25/2023
Shilders, Ashley	Personal	Food Service Asst Truman	8/25/2023
Chuites, Raelynn	Personal	Paraprofessional Harding	8/28/2023
Claus, Whitney	Personal	Paraprofessional Truman	6/5/2023
Courtney, Anna	Personal	Food Service Asst Washington	8/17/2023
Debe, Gabriel	Personal	Bus Attendant ELSC	6/5/2023
Fisher, Trey	Personal	Paraprofessional Jefferson	6/5/2023
Johnson-Barburan, Shauntelle	Personal	Food Service Asst Washington	8/28/2023
Keller, Christopher	Personal	Custodian Wright	9/1/2023
Kemp, Erin	Personal	Principal's Secretary Harding	Correction (Rescinded Resignation)
Long, Thomas	Personal	Buidling Eng Washington	10/27/2023
McNamara, Mandy	Personal	Van Driver ELSC	7/28/2023
Muka, Djenny	Personal	Food Service Asst Jefferson	8/21/2023

Patrick, Brooklyn	Personal	Bus Attendant ELSC	6/5/2023
Quintana, TessA	Personal	Food Service Asst Kenwood	9/6/2023
Simons, Kyara	Personal	Bus Attendant ELSC	9/5/2023
Wyant, Nancy	Personal	Bus Attendant ELSC	9/2/2023
RETIREMENTS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Marshall, Carol		Food Service Asst Grant	12/31/2023
DEATH - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	
Bateman, John		Crossing Gaurd Cleveland	
TERMINATIONS - HOURLY STAFF			
<u>Name</u>		<u>Assignment</u>	<u>Effective Date</u>
Leick, Nicole		Bus Attendant ELSC	8/28/2023

CONSENT AGENDA

BA-24-066 Teacher Quality Committee Administrative Appointments - 2023-2024 School Year (Karinne Tharaldson)

Action Item

Pertinent Fact(s):

1. State law (SF 277) requires School Districts to create a Teacher Quality Committee. The committee shall have equal representation of administrators and teachers. The teacher members shall be appointed by the certified employee organization if one exists, and if not, by the School District's or Agency's Administration. The administration members shall be appointed by the School Board.
2. Administration recommends that the Board approve the appointment of the following for the Teacher Quality Committee for the 2023-2024 School Year: Karinne Tharaldson (Chief Academic Officer), Karla Hogan (Chief Financial Officer), Adam Zimmermann (Executive Director of College and Career Readiness), Eriece Colbert (CREA President), Erin Olander (Instructional Coach, Hoover Elementary School) and Cory Vaupel (Art Teacher, Jefferson High School).
3. Per law, the committee shall do the following:
 - a. Monitor the implementation of the requirements of statutes and administrative code provisions relating to Chapter 284, including requirements that affect any agreement negotiated pursuant to chapter 20.
 - b. Monitor the evaluation requirements of Chapter 284 to ensure evaluations are conducted in a fair and consistent manner throughout the school district.
 - c. Determine the use and distribution of the professional development funds distributed to the school district or agency as provided in section 257.9, subsection 10, or section 257.10, subsection 10, based upon school district or agency, attendance center, and individual teacher and professional development plans.
 - d. Monitor the professional development in each attendance center to ensure that the professional development meets school district or agency, attendance center, and individual professional development plans.
 - e. Ensure the agreement negotiated pursuant to Chapter 20 determines the compensation for teachers on the committee for work responsibilities required beyond the normal workday.

Recommendation:

It is recommended that the Board of Education approve the administrative appointments of Karinne Tharaldson, Karla Hogan, Adam Zimmermann, Eriece Colbert, Erin Olander, and Cory Vaupel as Board Representative Members of the Teacher Quality Committee for the 2023-2024 School Year.

CONSENT AGENDA

BA-24-067 **Memorandum of Understanding - Cedar Rapids Community School District and New Schools Venture Fund (NSVF) - City View Community High School Funding - 2023-2025 School Year (Karinne Tharaldson/Adam Zimmermann)**

Exhibit: BA-24-067.1-3

Action Item

Pertinent Fact(s):

The following memorandum of understanding (MOU) outlines a data sharing and funding relationship between CRCSD's City View Community High School and New Schools Venture Fund. Funding is intended to support the launch of City View for the 2023-2025 School Years.

Recommendation:

It is recommended that the Board of Education approve the Memorandum of Understanding between the Cedar Rapids Community School District and New Schools Venture Fund (NSVF) - City View Community High School Funding for the 2023-2025 School Year.

Memorandum of Understanding Between the Cedar Rapids Community School District and New Schools Venture Fund

Parties

Cedar Rapids Community School District (“CRCSD”), City View Community High School (CVCHS), New Schools Venture Fund (NSVF).

Term

Until June 30, 2027, with option to renew as of July 1, 2027.

Goals

CRCSD and the NSVF to support the design and implementation of CRCSD’s new Magnet High School, City View Community High School.

CRCSD is utilizing its experience in founding and launching Iowa BIG as well as several District magnet schools to create a competency-based, community-facing school that seeks to increase student engagement, academic and social outcomes, life and career skills, and develop an education ecosystem within the city of Cedar Rapids.

Funding and Budgets

Consistent with all other CRCSD schools, City View Community High School (CVCHS) will be funded equitably, including but not limited to the funds generated by the state of Iowa’s funding formula, Title funds, State allocations, and grant funding.

CRCSD will collaborate with CVCHS’s Principal on the development of budgets, including the funding provided by the CRCSD and additional funding secured by grants.

Location

For the 2023-24 and 2024-25 school years, CVCHS will be located at 501 1st St SE, Cedar Rapids, Iowa 52401, sharing a building with the community’s Chamber of Commerce, called the Cedar Rapids Metro Economic Alliance.

Enrollment

CRCSD and CVCHS will support efforts to enroll up to 100 students per grade, beginning in 2023-24 with 9th and 10th graders, 11th graders in 24-25 and 12th graders in 25-26.

Admissions

CVCHS is available to every high school student in the CRCSD and any student in the state of Iowa through Iowa’s Open Enrollment law.

Services and Engagement

CRCSD will continue to commit its staff, facilities and other resources to support CVCHS in accordance with the standard allotment of resources for high schools.

NSVF will have access to student work samples and assessment data to be able to document the curriculum being developed and assess its effectiveness.

In support of the partnership and shared goals, CVCHS will provide access to its staff and community.

Staffing

CRCSD and CVCHS commit to:

1. CVCHS will have autonomy to hire all vacancies.
2. CRCSD will not place staff in CVCHS.

Curriculum

CRCSD and CVCHS will ensure the following curriculum development practices:

1. Curriculum Mapping - CVCHS's curriculum will be uniformly mapped and catalogued.
2. Alignment - Curriculum will be aligned to CRCSD priority standards, scales, Iowa Core standards and/or profile of a graduate competencies.
3. Benchmark and State Assessments - All students will complete district benchmark assessments (3X annually), state assessment (1X annually) and Kelvin SEL survey (2X annually).

Professional Learning

CRCSD and CVCHS will ensure the following professional learning

1. Professional Learning Communities - Engagement in data-driven continuous improvement through Professional Learning Communities (PLCs) with time provided at least once per week.
2. Curriculum Development - All staff trained in a standard unit development process (Understanding by Design) and curriculum mapping tool (Atlas).
3. Learner Centered Instructional Practices Coaching and Training - Training and coaching on City View design elements and learner-centered instructional practices.
4. Culturally Responsive Teaching Coaching and Training - Training and coaching on culturally responsive teaching framework (TBD).

Governance

The CRCSD School Board is the legal governing body for CVCHS. The CVCHS Principal leads the work and design of the school and is supported by both the Executive Director of Innovation and the Area Chief of Schools.

Data

NSVF will have access to student data to support the school, monitor implementation, and evaluate the effectiveness of these programs and practices over time.

Cedar Rapids Community School District

Board Secretary

Date

New Schools Venture

Designee

Date

CONSENT AGENDA

BA-24-068 **Final Approval - New Elementary at the Jackson (Maple Grove) Elementary School Site Project - Certificate of Substantial Completion (Chris Gates)**

Exhibit: BA-24-068.1-2

Action Item

Pertinent Fact(s):

The project was completed for the original contract price of \$19,973,000, plus change orders totaling \$895,080.82, for a final contract price of \$20,868,080.82. The funding was provided by the Secure an Advanced Vision for Education Fund (SAVE), and the project was substantially completed on August 22, 2022.

Recommendation:

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

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
Jackson (Maple Grove) Elementary

1300 38th St NW
Cedar Rapids, IA 52405

CONTRACT INFORMATION:
Contract For: 20220000 - New Elementary
at the Jackson Site
Date: February 8, 2021

CERTIFICATE INFORMATION:
Certificate Number: 001

Date: November 1, 2022

OWNER: *(name and address)*
CRCSD
2500 Edgewood Road NW
Cedar Rapids, IA 52405

ARCHITECT: *(name and address)*
OPN Architects
200 5th Ave SE, STE 201
Cedar Rapids, IA 52401

CONTRACTOR: *(name and address)*
Rinderknecht Construction
1000 29th Ave SW
Cedar Rapids, IA 52404

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

New Elementary at the Jackson Site

<u>OPN Architects</u>		<u>Chad Schumacher</u>	<u>August 22, 2022</u>
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

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

WORK TO BE COMPLETED OR CORRECTED


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

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (60) days from the above date of Substantial Completion.

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

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

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

<u>Rinderknecht Construction</u>		<u>Joe Fay - Sr Vice President</u>	<u>11-4-22</u>
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
<u>Cedar Rapids CSD</u>			
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

APPLICATION AND CERTIFICATE FOR PAYMENT

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


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

APPLICATION NUMBER: 004-24
PERIOD TO: 3/31/2023

PROJECT NOS.: 20220000

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

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



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

CONTRACT DATE: 02/23/21

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	19,973,000.00
2. Net Change By Change Orders.....	895,080.82
3. CONTRACT SUM TO DATE (Line 1 +2).....	20,868,080.82
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on attached)	20,868,080.82
5. RETAINAGE:	
a. 0.0% of Completed Work (Columns D & E on attached)	-
b. 0% of Stored Material (Column F on attached)	-
Total Retainage (Line 5a + 5b or Total in Column I on attached)	-
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	20,868,080.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	20,762,785.70
8. CURRENT PAYMENT DUE	105,295.12
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	903,353.37	(8,272.55)
Total Approved this Month	-	-
TOTALS	903,353.37	(8,272.55)
NET CHANGES by Change Order		895,080.82

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

BY: Mark A. Soffel DATE: 03/30/23

State of: Iowa
County of: Linn
Subscribed and sworn before me this, 30-Mar-23

Notary Public: Christine Tharp

CHRISTINE THARP
Commission Number 754868
My Commission Expires
9-19-2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$105,295.12

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

ARCHITECT: BL Date: 8.23.23

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

CONSENT AGENDA

BA-24-069 Agreement – Cedar Rapids Community School District and Cedar Rapids Museum of Art - 2023-24 School Year (Karinne Tharaldson/Lonna Anderson)

Exhibit: BA-24-069.1-2

Action Item

Pertinent Fact(s):

1. The purpose of the agreement is to provide enriching the District academic curriculum through:
 - a. Free museum tours for district art classes (1 grade level per school).
 - b. Docent led tours and open galleries to appropriate exhibitions.
 - c. Additional activities to be determined by art teachers in collaboration with museum staff.
 - d. Optional visit to Grant Wood Studio at 5 Turner Alley.
 - e. Materials pertaining to the visit.
 - f. Docent tour guide.

2. No payments are required to/from either party. Each party funds its own services/responsibilities.

Recommendation:

It is recommended that the Board of Education approve the Agreement between Cedar Rapids Community Schools and the Cedar Rapids Museum of Art for the 2023- 2024 School Year.

SCHOOL/COMMUNITY PARTNERSHIP AGREEMENT
Between
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
And the
CEDAR RAPIDS MUSEUM OF ART
2023-24

WHEREAS, the Cedar Rapids Community School District (CRCSD), hereinafter referred to as DISTRICT and the Cedar Rapids Museum of Art (CRMA), hereinafter referred to as Art Museum, desire to enter into an Agreement for the purpose of delivering, reinforcing, and enriching the DISTRICT academic curriculum through the following activities:

Art Collaborative Program
With Art Museum Tours

PURSUANT to Chapter 28E. Code of Iowa, permitting a local school district to enter into cooperative agreement with private agencies.

NOW THEREFORE IS AGREED:

- I. The ART MUSEUM shall provide the following services to the DISTRICT:
- A. Free museum tour for district art classes (One Grade Level Per School) Project Title CREATE (Cedar Rapids Art Tour Exchange)

This shall include:

1. Docent led tours and open galleries to appropriate exhibitions (group size limits may vary with COVID safety restrictions).
2. Other activities to be determined by art teachers and schools in collaboration with the museum staff (i.e. scavenger hunts, artwork information, discussions, etc.).
3. Optional visit to Grant Wood Studio at 5 Turner Alley (group size limits may vary with COVID safety restrictions).
4. Free admission for students, staff and adult volunteers during the visits.

B. Materials pertaining to the visit

C. Docent and volunteer-led tours, if requested.

II. The DISTRICT shall be responsible for the following services:

- A. The school's art teacher(s) shall make initial arrangements and must specify that they are organizing a CREATE tour.
- B. Busing for all district elementary schools to bring one grade level of classes along with the art teacher, classroom teachers and adult volunteers. Tour times may vary, arrangements to be made with museum staff. A limited number of parents may be invited to accompany students for this tour to maximize family involvement. For those students with multi-grade classes, the school may choose to attend with two grade levels every other year, or bring one grade level (part of the classes) every year. All other trips or options are at the schools' expense.

- C. A substitute teacher (if necessary) to cover classes of art teacher to attend the field trip with his/her students.
- D. Staff and volunteer screening (Information available upon request).
- E. Appropriate preparation of students for the visit and follow-up activities. Art teachers should provide instructional preparation, attend and assist with the visit and follow-up in the school with creative responses. Curriculum goals are the responsibility of art teacher and district. The art museum will provide necessary pre-visit prep materials, including parking information, museum etiquette and chaperone instructions; this information should be shared with bus drivers and all adults attending the trip.
- F. Art teachers will obtain photo permissions/restrictions from parents when sending CREATE tour notification information.

III. Financial obligations: No payments are required to or from either party.

A. Each party funds its own services and responsibilities.

The duration of the agreement shall be September 1st, 2023 - June 30th, 2024.
No real or personal property shall be acquired in this joint venture.

Non-Discrimination Policy

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. Questions or a grievance related to this policy should be directed to Lonna Anderson, Curriculum Coordinator, 319-558-2000; loanderson@crschools.us. The District mailing address is 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

The following signatures denote agreement and acceptance of the preceding conditions and services.

FOR Cedar Rapids Museum of Art

FOR Cedar Rapids Community School District

Executive Director

President, Board of Directors

Date

Date

Cedar Rapids Museum of Art
410 3rd Ave SE
Cedar Rapids, Iowa 52401

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

Agreement prepared by: Kristina Dvorak, CRCSD 9-12 Visual Arts Content Lead

CONSENT AGENDA

BA-24-070 Agreement – Cedar Rapids Community School District and Cedar Rapids Opera Theatre – 2023-2024 School Year (Karinne Tharaldson/Doreen Underwood)

Exhibit: BA-24-070.1-7

Action Item

Pertinent Fact(s):

1. The Cedar Rapids Opera Theatre (CROT) provides for the enrichment of CRCSD music curriculum and provides additional arts opportunities through visiting artists and attending the children's opera performance.
2. CROT will provide professional performers, stage directors, and musical directors for visits in participating CRCSD elementary schools to present the Young Artists School Outreach program.
3. The District agrees to provide financial resources to help defray costs of the Young Artists School Outreach program school performance.

Recommendation:

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

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

THIS AGREEMENT is made and entered into on the **8th day of August, 2023**, by and between the Cedar Rapids Community School District (the “District”) and the **Cedar Rapids Opera**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide **reinforcement and enrichment of the CRCSD music curriculum by providing additional arts opportunities through visiting artists and the children’s opera performance** through the coordination of resources and other joint and cooperative action between the District and **Cedar Rapids Opera** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **July 31, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Cedar Rapids Opera agrees to the following:

A. Type/Location of Services

Visiting Artists in Schools

- 1. Cedar Rapids Opera will provide professional performers, stage director, and musical director for visits in participating CRCSD elementary schools (maximum of 10) to present the Young Artists School Outreach program, Charlie and the Wolf, a new opera by Dave Ragland & Mary McCallum. Performances will take place at the following elementary schools in January, 2024: Harrison, Johnson STEAM Academy, Madison, Nixon, Pierce, Truman Early Learning Center, Van Buren, and Wright.**
- 2. Cedar Rapids Opera will provide a teacher guide, consistent with CRCSD curriculum, for student preparation/follow-up to all participating schools.**
- 3. Cedar Rapids Opera will develop a schedule with individual building principals/designee and provide a courtesy copy to CRCSD Curriculum Office (c/o Emily Barnes) for Director of Teaching and Learning and Music Facilitator.**

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

- B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).
- C. Delivery of instruction and performances will take place in person. In the event that health restrictions do not allow for that format, delivery may take place virtually.
- D. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
- E. Submit bi-annual invoices in conjunction with outcomes reports in January and June.

The DISTRICT agrees to the following:

A. Visiting Artists in Schools

- 1. **CRCSD will provide pre-performance rehearsal and performance space and equipment (note: full size/tuned piano) as appropriate/requested.**
- 2. **CRCSD music facilitator will facilitate distribution of the related teacher guide, consistent with CRCSD curriculum, for student preparation/follow-up to all participating schools.**

- B. Ensure each Building Administrator works collaboratively with **Cedar Rapids Opera** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.
- C. Execute a Data Sharing Agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.
- D. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.
- E. *Disburse funding in payment within 30 days of receipt of an invoice.*

CRO to CRCSD

- 1. There are no negotiated payments from CRO to CRCSD

CRCSD to CRO

- 1. Negotiated package: CRCSD will pay CRO \$2,000 to help defray cost of the Young Artists School Outreach program school performances.
- 2. CRO will invoice the CRCSD, prior to December 30, **2023**.

Invoice to be sent to:
Cedar Rapids Community School District
Attention: Emily Barnes
2500 Edgewood Road NW
Cedar Rapids, IA 52405

3. Invoice will be paid by check to CRO in February 2024.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Government Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
 - e) No Other Change in Policy

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

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

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

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

- B. The District will indemnify and hold harmless **Cedar Rapids Opera** 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. **Cedar Rapids Opera** 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 **Cedar Rapids Opera** negligence or willful misconduct in the performance of its duties under this Agreement.

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. The **Cedar Rapids Opera** shall be designated as the administrator of the Agreement.

- B. The site advisory group (**Emily Barnes, district music facilitator, and Thaddeus Ennen, General Director**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. (“Company”) is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Cedar Rapids Opera** may involve the presence of the **Cedar Rapids Opera** 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. **Cedar Rapids Opera** 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. **Cedar Rapids Opera** hereby certifies that no one who is an owner, operator or manager of **Cedar Rapids Opera** has been convicted of a sex offense against a minor. **Cedar Rapids Opera** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.
- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Cedar Rapids Opera** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

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

9. CONTACT PERSON

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

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Emily Barnes, Music Facilitator
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
(319) 558-4126
ebarnes@crschools.us

CEDAR RAPIDS OPERA

Thaddeus Ennen, General Director
Cedar Rapids Opera
425 Second St SE, Suite 960
Cedar Rapids, IA 52401
319-365-7401 office
general.director@cropera.org

Cedar Rapids Community School District

By: _____
Board President

Date: _____

Cedar Rapids Opera

By: _____
General Director

Date: _____

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

CONSENT AGENDA

BA-24-071 Agreement - Cedar Rapids Community School District and Orchestra Iowa - 2023-2024 School Year (Karinne Tharaldson/Doreen Underwood)

Exhibit: BA-24-071.1-12

Action Item

Pertinent Fact(s):

1. The on-going Agreement between the District and Orchestra Iowa provides CRCSD students with orchestra opportunities to enrich their fine arts education throughout our system.
2. Orchestra Iowa provides two youth concerts for seventh grade and fourth grade students aligned with their curriculum, ensembles and visiting artists in the schools through Music in the Schools program, the Fifth Grade Fiddles Program, Lessons in buildings, and collaboration to present the Metro Orchestra Festival.
3. CRCSD will work collaboratively with Orchestra Iowa to ensure the success of these programs in each of our buildings and instructional time to prepare students for these events.

Recommendation:

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

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

THIS AGREEMENT is made and entered into on the **26th day of June, 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Orchestra Iowa**. The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide **Orchestra Iowa** through the coordination of resources and other joint and cooperative action between the District and **Orchestra Iowa** to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from **August 1, 2023** to **July 31, 2024**. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

Orchestra Iowa agrees to the following:

Type/Location of Services

A. Youth Concerts

1. ORCHESTRA will provide two youth concerts: **October 16, 2023** at 9:45 & 11:10 a.m., consistent with **seventh** grade curriculum and **April 23, 2024** at 9:45 & 11:10 a.m. consistent with **fourth** grade curriculum.

a. ORCHESTRA will reserve the venue and provide appropriate professional staff.

b. ORCHESTRA will produce curriculum guides and audio files consistent with youth concert repertoire.

c. ORCHESTRA will collaborate with DISTRICT to arrange reserved parking and traffic control for all of the youth concerts with the City of Cedar Rapids and Park Cedar Rapids.

d. ORCHESTRA will offer DISTRICT secondary music directors the option of bringing student groups to youth concerts not sold out at a cost of \$4.00 per student per concert.

B. Ensembles and Visiting Artists in the Schools (Music in the Schools/MITS)

1. The Brass Ensemble will visit every elementary school (20) for a 30-minute lecture/demonstration to be presented to the fourth-grade classes.
2. The String Ensemble will visit every elementary school (20) for a 30-minute lecture/demonstration to be presented to the second-grade classes.
3. The Woodwind Ensemble will visit every elementary school (20) for a 30-minute lecture/demonstration to be presented to the third-grade classes.
4. The Brass Ensemble, String Ensemble, and Woodwind Ensemble will be available to any school as an optional activity at the cost specified in III (B) 2a.
5. ORCHESTRA will create schedules for these ensembles and provide the DISTRICT Curriculum Office and Music Facilitator with copies of the schedule no later than February 1, 2024. ORCHESTRA will work with each building secretary and music teacher to create the schedule. Cancellations must be made in advance. Every effort must be made to reschedule in the event of a cancellation. District will provide a contact list for scheduling purposes.
6. Pending availability, ORCHESTRA will provide visiting guest artists for school presentations at no cost.

C. Fifth Grade Fiddles Program

1. ORCHESTRA will offer a hands-on strings introductory lesson program to all DISTRICT fifth grade students consisting of up to Ten (10) 45-minute classes during the regular school day or immediately before or after school as scheduled with the building principal/designee.
2. A minimum of Three (3) to Five (5) classes must take place during the regular school day. Additional lessons may take place during, before, or after school as decided by both the DISTRICT music teacher and Fifth Grade Fiddles Program instructor.
3. ORCHESTRA will provide a copy of the program's curriculum for the year to the DISTRICT Curriculum Office and Music Facilitator to be disseminated to the DISTRICT music teachers. ORCHESTRA will collaborate with DISTRICT Curriculum Office and Music Facilitator to ensure appropriate program curriculum content, scope and sequence.
4. ORCHESTRA, in collaboration with the Fifth Grade Fiddles Program instructors, will develop a schedule with individual building principals/designee and provide a courtesy copy to DISTRICT Curriculum Office.
5. ORCHESTRA will provide instruments and instructors for the Fifth Grade Fiddles Program.

D. Lessons in Buildings

1. Pending instructor availability, ORCHESTRA will provide, upon request, instrumental coaching to band and orchestra programs at a cost of \$45.00/hr. Thirty (30) days notice is requested when possible.
2. Pending availability, ORCHESTRA will provide, upon request, one free conductor coaching session to each band, orchestra, and chorus program in DISTRICT high school (3) and middle school (6) buildings provided by ORCHESTRA Music Director. Thirty (30) days notice is requested when possible. Additional sessions will be made available under aforementioned stipulations at the rate of \$53.00/hr.
3. Pending availability, ORCHESTRA Music Director will visit, upon request, each DISTRICT elementary school (21) music classroom once during the school year at no cost. Thirty (30) days notice is requested when possible.

E. Complimentary Tickets

1. Complimentary tickets, at the discretion of the ORCHESTRA Marketing Director, will be provided for targeted students for orchestra performances and rehearsals to facilitate those students' attendance at performances that reinforce curricular objectives in their target area.
2. Incentives will be provided for at-risk students and culturally diverse populations to provide an understanding and appreciation of music in conformance with the strategic plan for school improvement.
3. ORCHESTRA will collaborate with DISTRICT Curriculum Office and Music Facilitator to disseminate ticket information to students and their families.
4. All students enrolled in DISTRICT will be allowed tickets at a discounted rate to all ORCHESTRA concerts as follows:
 - a. Masterworks – Free ticket for K-12 students with paid parent. Certain exclusions and limitations apply.
 - b. Pops and Ballet – Half-price tickets for K-12 students.

F. Metropolitan Orchestra Festival

1. ORCHESTRA will collaborate with the DISTRICT Metro Orchestra Festival Committee and DISTRICT Curriculum Office to assist in the planning and implementation of the Metropolitan Orchestra Festival which will be held at the Paramount Theatre on **February 3, 2024** for performance.
2. The ORCHESTRA will secure the venue for this event and will help to defray performance/venue expenses of the festival.
3. ORCHESTRA will help to provide promotional assistance for the festival.
4. ORCHESTRA will coordinate box office ticket sales for this event and reimburse DISTRICT for ticket sale revenues less the cost of partial performance/venue use as

agreed upon by ORCHESTRA Chief Executive Officer, Chief Financial Officer, and DISTRICT Curriculum Office.

- G. **Orchestra Iowa** will not provide services to buildings other than those identified in a formal agreement without prior written approval of a District Administrator.
- H. Delivery of instruction and performances will take place in person at the appropriate location for each service the Orchestra provides. In the event that; health restrictions, local, state or federal actions, or any other circumstances related to COVID-19 or a similar pandemic do not allow for in person instruction or performance, delivery of services may be provided virtually through a mutually agreed upon medium. This may include but is not limited to live-streamed concerts, instruction through video calls (ie Zoom, Skype), or pre-recorded content.
1. The ORCHESTRA agrees to strive for the same level of excellence in the event of virtual delivery of services as it would for live in-person services. Any additional costs incurred by the Orchestra due to creating virtual content shall be the sole responsibility of the Orchestra and will not be passed on to the District.
 2. The DISTRICT agrees to maintain the same fees as outlined in this Agreement in the event of virtual delivery, with no changes or exceptions so long as the services are provided to the same scope of students and schools as is outlined in this Agreement.
- I. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior).
1. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.
 2. Submit bi-annual invoices in conjunction with outcomes reports in January and June.

The DISTRICT agrees to the following:

A. Youth Concerts

1. DISTRICT will collaborate with ORCHESTRA to disseminate curriculum guides and audio files to participating DISTRICT schools/staff.
2. DISTRICT Transportation Manager and DISTRICT Music Facilitator, in collaboration with ORCHESTRA and City of Cedar Rapids & Park Cedar Rapids, will facilitate the holding and parking of all school buses for all districts attending youth concerts at the Paramount, including the second performance, and their transfer and debarkation to ensure safe and orderly entrances and exits from event.
3. DISTRICT Curriculum Office & DISTRICT Music Facilitator will provide the ORCHESTRA with the number of seats to be reserved for the youth concerts and prepare the seating chart for performances attended by DISTRICT schools. Reservations for aforementioned concerts are due to the ORCHESTRA office one month prior to concert.
4. DISTRICT will provide for 8-10 students and 2-4 adult ushers/docents for each Youth Concert (both performances on each date).

B. Ensembles and Visiting Artists in the Schools (Music in the Schools)

1. DISTRICT will provide up to two individuals to work directly with the ORCHESTRA representative to coordinate the scheduling of ensemble visits to schools. (Music teacher and building secretary at each building.) District will provide contact information.
2. DISTRICT will provide appropriate student supervision by DISTRICT teachers/staff for ensemble visits to schools.
3. DISTRICT will provide appropriate space for master classes with guest artists and ensemble visits in DISTRICT buildings.

C. Fifth Grade Fiddles Program

1. DISTRICT building principals/designee will provide at least one adult staff/volunteer for each 45-minute class.
2. DISTRICT will collaborate with ORCHESTRA to disseminate information about the Fifth Grade Fiddles Program.
3. DISTRICT will provide appropriate space for classes in DISTRICT buildings.

D. Lessons in Buildings

1. DISTRICT will provide space at schools as mutually agreed.

2. DISTRICT will allow use of DISTRICT instruments as available.

E. Miscellaneous

1. DISTRICT will provide rehearsal, audition, and performance facilities to ORCHESTRA on a space available basis after scheduled student class hours if no additional expense is incurred by the DISTRICT, e.g., extra custodial time as agreed upon by DISTRICT Music Facilitator or Building Principal/Designee.

2. DISTRICT will provide space for ORCHESTRA materials/advertisements available at the Metropolitan ORCHESTRA concert.

3. DISTRICT will reproduce and disseminate information about ORCHESTRA educational programs through DISTRICT student “take-home” and on-line distribution methods, such as the following programs:

Odyssey & Discovery Chorus flyers, Chamber Music, Music Therapy,
Individual and Group Lesson Program flyers

4. DISTRICT will provide ORCHESTRA with DISTRICT financial figures relating to the associated expenses of Youth Concerts (transportation staff, material reproduction, etc.) All said associated expenses shall be noted as in-kind contributions to the ORCHESTRA on behalf of the DISTRICT.

5. DISTRICT will provide ORCHESTRA with a complete list of schools and classes in which students who are deemed “non-photographical”, or whose guardians have not filled out a DISTRICT media release form, are members prior to the date of the fall Youth Concert.

F. Ensure each Building Administrator works collaboratively with **Orchestra Iowa** staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

G. Execute a Data Sharing Agreement, identifying required output and outcome measures, and develop a reporting mechanism for monthly and bi-annual data reports.

H. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.

I. Disburse funding in two (2) equal payments within 30 days of receipt of an invoice.

A. ORCHESTRA to DISTRICT

1. ORCHESTRA will reimburse DISTRICT with ticket sale revenue less the agreed upon partial performance/venue cost for Metropolitan Orchestra Festival.

B. DISTRICT to ORCHESTRA

1. Negotiated Package

a. **Total cost to the District will be: \$32,000.00.**

b. ORCHESTRA will invoice DISTRICT \$16,000.00 in November 2023, for payment of ½ negotiated package and \$16,000.00 in March 2024, for final payment of negotiated package to the following address:

**Cedar Rapids Community School District
Attention: Julie Meyer
2500 Edgewood Road NW
Cedar Rapids, IA 52405**

2. Optional Scheduling Paid by Buildings

a. ORCHESTRA will provide, upon request, brass, string, and woodwind ensembles as an optional activity at the following rate:

\$1900/ 2 ½ hour service

or

\$650/ 30 minute per school

A service may be divided among up to three schools during the same 2.5 hour service. Scheduling must be completed at least thirty (30) days prior to the date of the optional activity.

b. ORCHESTRA will provide, upon request, instrumental coaching to middle and high school band and orchestra programs at a fee of \$45.00/hr.

c. ORCHESTRA will provide, upon request, conductor coaching to middle school and high school band, orchestra and chorus programs at a fee of \$53.00/hr.

d. ORCHESTRA will individually bill DISTRICT schools that schedule these optional services.

e. All individual DISTRICT building invoices will be paid by June 15, 2024.

4. INSURANCE AND INDEMNIFICATION

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

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

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

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
 - a) Non-waiver of Government Immunity
The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
 - b) Claims Coverage
The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
 - c) Assertion of Government Immunity
The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d) Non-Denial of Coverage
The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
 - e) No Other Change in Policy
The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

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

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

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

3. Workers Compensation and Employer’s Liability

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

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

4. Umbrella Liability:

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

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

5. Professional Liability:

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

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

5. ADMINISTRATION

- A. No separate legal or administrative entity shall be created by this Agreement. **Orchestra Iowa** shall be designated as the administrator of the Agreement.
- B. The site advisory group (**Emily Barnes, CRCSD Elementary Music Facilitator and Myron McReynolds, Director of Education for Orchestra Iowa**) shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.
- C. No separate budget shall be established in connection with this Agreement.

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

- A. ("Company") is providing services to the District as a contractor or is operating or managing the operations of a contractor. The services provided by **Orchestra Iowa** may involve the presence of the **Orchestra Iowa** 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. **Orchestra Iowa** 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. **Orchestra Iowa** hereby certifies that no one who is an owner, operator or manager of **Orchestra Iowa** has been convicted of a sex offense against a minor. **Orchestra Iowa** further agrees that it

shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

- D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa section 692A.113. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.
- E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

- A. **Orchestra Iowa** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills per Cedar Rapids Community School District Board Policy 102.

8. TERMINATION

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

- D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.
- E. In the event it becomes impossible to hold a performance, a series of concerts, or other education activity provided for under the terms of this Agreement by reason of an act of nature such as emergency weather condition, fire, flood or pestilence, acts of public enemy, war, rebellion, insurrection or catastrophic accident or through action taken by local, state or federal officials, or any other circumstances beyond the control of **Orchestra Iowa** or the **District**, either party shall have the right to cancel previously scheduled events and shall not incur financial obligation to the opposite party beyond that for services already performed as a result of such cancellation for the duration of the emergency. **Orchestra Iowa** and the **District** shall make every reasonable effort to reschedule cancelled services within the same school year.

9. CONTACT PERSON

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

<p><u>NAME</u> Karinne Tharaldson Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-3372 <u>ktharaldson@crschools.us</u></p>	<p><u>NAME</u> Myron McReynolds Orchestra Iowa 119 3rd Ave SE Cedar Rapids, IA 52401 319-366-8206 mmcreynolds@orchestraiowa.org</p>
--	---

Cedar Rapids Community School District

By: _____
Board Secretary

Date: _____

[Organization]

By: _____
Chief Executive Officer

Date: _____

It is the policy of the Cedar Rapids Community School District not to discriminate in educational programs on the basis of race, creed, color, gender, sexual orientation, marital status, gender identity, socioeconomic status, national origin, religion, disability, age (except for permitting/prohibiting students to engage in certain activities) or genetic information and in employment opportunities on the basis of age, race, creed, color, gender, sexual orientation, gender identity, national origin, religion, disability or genetic information. There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Janessa Carr, Safe & Secure Learning Environment Supervisor, (jcarr@crschools.us), and/or Darius Ballard, Chief of Human Resources, (dballard@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA, (319) 558-2000.

CONSENT AGENDA

**BA-24-072 Agreement – Cedar Rapids Community School District and MidAmerica
Administrative & Retirement Solutions, LLC – Post-Employment Health Savings Plan
(Karla Hogan)**

Exhibit: BA-24-072.1-3

Action Item

Pertinent Fact(s):

The Agreement will permit MidAmerica to act on behalf of the District and apply for a Tax Identification Number (TIN) and complete the IRS filings for the Voluntary Employees Beneficiary Association (VEBA) trust.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and MidAmerica Administrative & Retirement Solutions, LLC - Post-Employment Health Savings Plan.

Form **2848**
(Rev. January 2021)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

► Go to www.irs.gov/Form2848 for instructions and the latest information.

OMB No. 1545-0150

For IRS Use Only

Received by:
Name _____
Telephone _____
Function _____
Date / /

Part I Power of Attorney

Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address Cedar Rapids Community School District VEBA Trust 2500 Edgewood Road NW Cedar Rapids, IA 52405		Taxpayer identification number(s) 93-2009722	
		Daytime telephone number 319-558-2000	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address Thomas Ryan Murphy 2855 Interstate Drive, Suite 115 Lakeland, FL 33805 Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	CAF No. 0314-32225R PTIN P03009795 Telephone No. 813-533-4703 Fax No. 863-577-4444 Check if new: Address <input checked="" type="checkbox"/> Telephone No. <input checked="" type="checkbox"/> Fax No. <input checked="" type="checkbox"/>
Name and address Melanie Hancock-Brown 2855 Interstate Drive, Suite 115 Lakeland, FL 33805 Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	CAF No. 0300-92596R PTIN P02001930 Telephone No. 813-379-9549 Fax No. 863-577-4444 Check if new: Address <input checked="" type="checkbox"/> Telephone No. <input checked="" type="checkbox"/> Fax No. <input checked="" type="checkbox"/>
Name and address (Note: IRS sends notices and communications to only two representatives.)	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address (Note: IRS sends notices and communications to only two representatives.)	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

3 Acts authorized (you are required to complete line 3). Except for the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Application for Recognition of Exemption	Form 1024	Not Applicable
Application for Employer Identification Number	Form SS-4	Not Applicable
Return of Organization Exempt from Income Tax	Form 990	Fiscal years ended 2020-12 through 2022-12

4 Specific use not recorded on the Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See Line 4. Specific Use Not Recorded on CAF in the instructions

5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):

Access my IRS records via an Intermediate Service Provider;
 Authorize disclosure to third parties; Substitute or add representative(s); Sign a return;

Other acts authorized: Discuss forms noted above in #3 with the Internal Revenue Service

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this form. If you do not want to revoke a prior power of attorney, check here **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

7 Taxpayer declaration and signature. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify I have the legal authority to execute this form on behalf of the taxpayer.

▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.



Signature

Date

Title (if applicable)

Print name

Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent by the IRS per the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the IRS is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). See Special Rules and Requirements for Unenrolled Return Preparers in the Instructions for additional information.
 - k Qualifying Student or Law Graduate—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student, or law graduate working in a LITC or STCP. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.

Note: For designations d-r, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a-r).	Licensing jurisdiction (State) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable)	Signature	Date
b	IL	065.042250	<i>[Signature]</i>	6/15/2023
a	FL	272220	Melanie K. Brown	6/20/2023
a	CT	41323B	Melanie K. Brown	6/20/2023

Application for Employer Identification Number

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

▶ Go to www.irs.gov/FormSS4 for instructions and the latest information.
▶ See separate instructions for each line. ▶ Keep a copy for your records.

EIN

1 Legal name of entity (or individual) for whom the EIN is being requested
Cedar Rapids Community School District VEBA Trust

2 Trade name of business (if different from name on line 1)
N/A

3 Executor, administrator, trustee, "care of" name
Cedar Rapids Community School District

4a Mailing address (room, apt., suite no. and street, or P.O. box)
2500 Edgewood Road NW

5a Street address (if different) (Do not enter a P.O. box.)

4b City, state, and ZIP code (if foreign, see instructions)
Cedar Rapids, IA 52405

5b City, state, and ZIP code (if foreign, see instructions)

6 County and state where principal business is located
IOWA

7a Name of responsible party
Thomas R Murphy

7b SSN, ITIN, or EIN

8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? Yes No

8b If 8a is "Yes," enter the number of LLC members ▶

8c If 8a is "Yes," was the LLC organized in the United States? Yes No

9a **Type of entity** (check only one box). **Caution.** If 8a is "Yes," see the instructions for the correct box to check.

Sole proprietor (SSN) _____

Partnership _____

Corporation (enter form number to be filed) ▶ _____

Personal service corporation _____

Church or church-controlled organization _____

Other nonprofit organization (specify) ▶ VEBA under 501(c)(9)

Other (specify) ▶ _____

Estate (SSN of decedent) _____

Plan administrator (TIN) _____

Trust (TIN of grantor) _____

Military/National Guard State/local government

Farmers' cooperative Federal government

REMIC Indian tribal governments/enterprises

Group Exemption Number (GEN) if any ▶ _____

9b If a corporation, name the state or foreign country (if applicable) where incorporated

State	Foreign country
-------	-----------------

10 **Reason for applying** (check only one box)

Started new business (specify type) ▶ 501(c)(9)

Voluntary Employees' Beneficiary Association (VEBA)

Hired employees (Check the box and see line 13.)

Compliance with IRS withholding regulations

Other (specify) ▶ _____

Banking purpose (specify purpose) ▶ _____

Changed type of organization (specify new type) ▶ _____

Purchased going business

Created a trust (specify type) ▶ _____

Created a pension plan (specify type) ▶ _____

11 Date business started or acquired (month, day, year). See instructions.
06/15/2010

12 Closing month of accounting year December 31

13 Highest number of employees expected in the next 12 months (enter -0- if none).
If no employees expected, skip line 14.

Agricultural	Household	Other
--------------	-----------	-------

14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year **and** want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter.

15 First date wages or annuities were paid (month, day, year). **Note:** If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶

16 Check **one** box that best describes the principal activity of your business.

Construction Rental & leasing Transportation & warehousing Health care & social assistance Wholesale-agent/broker

Real estate Manufacturing Finance & insurance Other (specify) ▶ Health Reimbursement Arrangement Wholesale-other Retail

17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided.

18 Has the applicant entity shown on line 1 ever applied for and received an EIN? Yes No
If "Yes," write previous EIN here ▶

Third Party Designee

Complete this section **only** if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.

Designee's name <u>MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS, LLC</u>	Designee's telephone number (include area code) <u>800-433-7999 x108</u>
Address and ZIP code <u>2855 INTERSTATE DRIVE, SUITE 115 LAKELAND, FL 33805</u>	Designee's fax number (include area code) <u>863-577-4444</u>
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.	Applicant's telephone number (include area code) <u>319-558-2000</u>
Name and title (type or print clearly) ▶	Applicant's fax number (include area code)

CONSENT AGENDA

**BA-24-073 Agreement – Cedar Rapids Community School District and ACT, Inc -
ACT District Testing Program - 2023-2024 School Year (Karinne Tharaldson)**

Exhibit: BA-24-073.1-4

Action Item

Pertinent Fact(s):

The ACT District Testing program provides the benefit of a national test to our students:

- 11th grade students are provided the opportunity to take the ACT test and 10th grade students, the PreACT in late March. All high schools participate.
- The total number of students for testing is approximately 2,630 (to date).
- The estimated cost for ACT is \$62,387 and PreACT is \$24,750 for a total of \$87,137.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and ACT, Inc - ACT District Testing Program for the 2023-2024 School Year.



The ACT District Testing Program—Agreement Completed

1 message

ACT Sales Team <salesteam@act.org>
To: "loanderson@crschools.us"

Wed, Aug 23, 2023 at 4:25 PM



Reference Number: 14121812

Date: 8/23/2023

Dear Lonna Anderson,

Thank you for completing the enrollment form to participate in the 2023-2024 ACT District Testing program. The ACT District Testing program is a great way to bring the benefits of a national test date and more to your students.

Please retain the above reference number for your records. We will work closely with you over the next few months to ensure a successful administration!

Your next steps:

- Visit the ACT District Testing Administration Overview and bookmark for your future reference: [ACT Now District Testing webpage](#)
- Review the [Exemptlisting instructions](#) ACT email domains to ensure you receive all critical communication throughout the testing cycle.
- Explore free resources available to you and your school:
 - [Student Success ACT Recognition Club Toolkit](#): Everything you need to create an ACT success recognition club.
 - [Online Reporting](#): A better reporting option that provides greater insights and easier predictions of academic performance.
 - [Communications Tool Kit](#): Resources for educators to share the benefits of the ACT District Testing Program with parents and students.
 - Your 2023-2024 ACT District Testing agreement qualifies you to receive bundled discount pricing when also administering PreACT and/or PreACT 8/9 in 2023-2024. Bundled discount: \$1.00 off/student. No discount code necessary, billing will be adjusted appropriately.

If you need to submit a request to change the details of your current administration or add an additional administration, please do so using our [District Testing Change in Participation form](#).

If you have any questions please respond to this email or call the ACT team at 888.826.1956.

Sincerely,
Blake Curwen
Vice President, Client Relations

Enrollment and Agreement details:

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Public School
[2500 Edgewood Road NW](#)
[CEDAR RAPIDS , IA 52405](#)

Contact Info:

Lonna Anderson
Curriculum Director
loanderson@crschools.us
(319) 558-2000

Fall admin: Not Selected

Spring admin: Early Spring Testing 2024 - The ACT (no writing)

Spring Number of Participating School(s): 5

Spring Estimated Number of Students Testing: 1800

Spring Estimated Total Amount*: \$91800.0

Summary of Enrollment Fees:

The ACT Paper Without Writing:

Tier 1 (0-49% FRLP) - \$53

Tier 2 (50-74% FRLP) - \$51

Tier 3 (75%-100% FRLP) - \$49

The ACT Paper With Writing:

Tier 1 (0-49% FRLP) - \$67.75

Tier 2 (50-74% FRLP) - \$66.75
Tier 3 (75%-100% FRLP) - \$64.75

The ACT Online Without Writing:
Tier 1 (0-49% FRLP) - \$51.75
Tier 2 (50-74% FRLP) - \$49.75
Tier 3 (75%-100% FRLP) - \$47.75

The ACT Online With Writing:
Tier 1 (0-49% FRLP) - \$66.50
Tier 2 (50-74% FRLP) - \$65.50
Tier 3 (75%-100% FRLP) - \$63.50

Pricing Tier: TIER 2

Grades Testing: 10th Grade,11th Grade

Billing Contact:
Pat Szymanek
Administrative Secretary
pszymanek@crschools.us
(319) 558-2000
Billing address is same as the physical address.

Program Administrator Name: Lonna Anderson
Program Administrator Title: Curriculum Director
Program Administrator Email: loanderson@crschools.us
Program Administrator Phone: (319) 558-2000

Alternative Contact Name: Nicole Allen
Alternative Contact Email: nallen@crschools.us
Alternative Contact Phone: (319) 558-2000

3 Year Agreement: No

NCR Only: No

Survey Question Response: Remove barriers to testing (e.g. cost and weekend transportation)

Lonna Anderson approved the Terms and Conditions on 08/23/2023

ACT District Testing Agreement Terms and Conditions

***Please be aware this is an estimate only, and may differ from the actual amount your school must pay for the services provided.** The estimated billing is based on the estimated student count you entered on your Enrollment Form and the applicable FRLP billing rate for the Assessment option you selected. The actual invoiced amount that your school must pay will be based on the actual student count determined pursuant to the terms of the Agreement. To the extent your estimated billing differs from your actual invoice, your school is responsible for paying the actual amount invoiced. If you enter a group code or are eligible for any special state pricing, the applicable product pricing will be reflected in your final invoice.

CONSENT AGENDA

~~BA-24-074 — Tabulation — College and Career Readiness Pathways Development —
2023-2024 School Year (Karinne Tharaldson/Adam Zimmermann)~~

Action Item

Pertinent Fact(s):

- ~~1. — The District has identified a publicly-bid purchasing agreement issued by the State of Hawaii's Department of Education. That RFP award will be utilized to identify a vendor and obtain consulting services for strategic planning and program development as it relates to the goals and deliverables for our district. CRCSD's goal is to ensure every graduate leaves with college credit and/or industry certification by May 2027.~~
- ~~2. — Steele Dynamics Consulting, the RFP awarded vendor, has provided a proposal to develop a PreK-12+ aligned vision, mission, program design and a three to five year action plan to create college and career pathways. A task force will be identified and utilized for strategic planning collaboration.~~
- ~~3. — Key deliverables that the task force will provide input on will be:
 - ~~a. — Vision, Missions and Design — Create aligned K-12 vision, mission and design for career pathways~~
 - ~~b. — Career pathways - Define 4-6 high skill, high wage, high demand career pathways that meet the demands of the Cedar Rapids metro area labor market~~
 - ~~c. — Key skills and success indicators - Define the success indicators for our profile of a graduate~~
 - ~~d. — A programming and support continuum to ensure all students are prepared to pursue their passion — Design K-12 programming to prepare students to be ready to pursue their passion area~~
 - ~~e. — Marketing and branding — Create marketing and branding materials for our pathways programming~~~~
- ~~4. — Key outcomes that will be impacted include:
 - ~~a. — College and Career Readiness - Credentials and Credits Earned~~
 - ~~b. — Student Growth and Achievement~~
 - ~~c. — Graduation Rate~~
 - ~~d. — Attendance~~
 - ~~e. — Social and Emotional Growth~~~~
- ~~5. — The cost of the Agreement will be funded with Federal money awarded by the Magnet School Assistance Program (MSAP) grant.~~

Recommendation:

~~— It is recommended that the Board of Education approve the Tabulation College and Career Readiness Pathways Development and award the contract to Steele Dynamics Consulting services.~~

CONSENT AGENDA

BA-24-075 **Agreement - Cedar Rapids Community School District and Kirkwood Community College - Concurrent Enrollment Courses - 2023-2024 School Year (Karinne Tharaldson/Adam Zimmermann)**

Exhibit: BA-24-075.1-7

Action Item

Pertinent Fact(s):

CRCSD will continue to offer Kirkwood Community College courses onsite for the 2023-2024 School Year and enroll in the programs at the Kirkwood Linn Regional Center. The Agreement allows students an opportunity to enroll in Alternative Concurrent Contracted Classes (formerly Post-Secondary Enrollment Option).

Recommendation:

It is recommended that the Board of Education approve the on-going Agreements between the Cedar Rapids Community School District and Kirkwood Community College - Concurrent Enrollment Courses for the 2023-2024 School Year.

EXHIBIT B: REGIONAL CENTER/SHARED PROGRAMS

**2023-2024 ANNUAL ENROLLMENT FORM
SUBMITTED PURSUANT TO 28E MASTER AGREEMENT FOR THE
CONCURRENT ENROLLMENT PARTNERSHIP – KIRKWOOD LINN COUNTY REGIONAL CENTER**

DISTRICT: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Kirkwood Linn County Regional Center:

- District elects to enroll in the programs at Linn County Regional
- District declines to enroll in the programs at Linn County Regional
- District elects to enroll in the programming offered at Linn County Regional except those indicated below (district can strike through courses they do not wish to contract)

Courses Offered for 2023-2024 School Year

Advanced Manufacturing and Welding Academy - CTE	Course	Credits	Tuition	Fees
Introduction to Safety & Health Welders	WEL-228	1	\$210	\$34
Print Reading and Welding Symbol Interpretation	WEL-233	3	\$630	
Gas Metal Arc Welding Spray Transfer	WEL-245	2	\$420	\$90
Gas Tungsten Arc Welding (GTAW) for Carbon Steel	WEL-251	2	\$420	\$315
Gas Metal Arc Welding Short Circuit Transfer	WEL-244	2	\$420	\$315
CNC Mill Operator	MFG-173	2	\$420	\$104.50
CNC Lathe Operator	MFG-174	2	\$420	\$104.50
Introduction to Fabrication	WEL-208	2	\$420	\$90

Agriculture Science Academy – CTE	Course	Credits	Tuition	Fees
US History to 1877	HIS-151	3	\$630	
Principles of Agronomy	AGA-114	3	\$630	
Intro to Ag Business	AGB-133	3	\$630	
Survey of Animal Industry	AGS-113	3	\$630	

Architecture, Construction & Engineering (ACE) (Pre-Apprenticeship) Academy - CTE	Course	Credits	Tuition	Fees
Construction Safety	CON-108	1	\$210	\$32
Work base Project Based Learning-Industrial Technology	WBL-148	2	\$420	\$85
Architectural Plans & Specs	CON-101	3	\$630	\$30
Structures of Mechanical, Electrical and Plumbing	CON-313	3	\$630	\$51
Construction Lab	CON-190	3	\$630	\$85

Automotive Technology - CTE	Course	Credits	Tuition	Fees
Intro to Automotive Technology	AUT-104	3	\$630	\$34
Automotive Suspension and Steering	AUT-402	2	\$420	\$20
Automotive Brake Systems	AUT-502	2	\$420	\$20
Automotive Heating and Air Conditioning	AUT-702	2	\$420	\$39
Maintenance and Light Repair	AUT-100	4	\$840	\$119

Industrial Math	MAT-715	3	\$630	
-----------------	---------	---	-------	--

Business	Course	Credits	Tuition	Fees
Introduction to Business	BUS-101	3	\$630	
Principles of Marketing	MKT-110	3	\$630	
Human Relations in Management	MGT-145	3	\$630	
Principles of Macroeconomics	ECN-120	3	\$630	

Criminal Justice and Human Services	Course	Credits	Tuition	Fees
Introduction to Criminal Justice	CRJ-100	3	\$630	
Introduction to Human Services	HSV-109	3	\$630	
Criminal Investigations	CRJ-141	3	\$630	
Health and Psychosocial Rehabilitation	HSV-282	3	\$630	

Dental	Course	Credits	Tuition	Fees
Dental Terminology	DEN-110	2	\$420	
Explorations of Healthcare Careers	HSC-205	3	\$630	\$76
Health Skills I	HSC-210	1	\$210	\$36
Dental Anatomy	DEN-120	3	\$630	
Head and Neck Anatomy	DEN-130	1.5	\$315	
Professionals in Health	HSC-107	2	\$420	\$36

Digital Arts, Social Media and Marketing	Course	Credits	Tuition	Fees
2-D Design	ART-120	3	\$630	\$90
Principles of Marketing	MKT-110	3	\$630	
Digital Photography	MMS-111	3	\$630	\$65
Social Media in Business	MKT-130	3	\$630	

Education	Course	Credits	Tuition	Fees
Introduction to Early Childhood Education	ECE-103	3	\$630	
Topics in Education	EDU-200	1	\$210	
Exploring Teaching	EDU-110	3	\$630	
Behavior Management	EDU-119	3	\$630	
Child Health, Safety and Nutrition	ECE-133	3	\$630	\$75

Emergency Medical Technician (EMT)	Course	Credits	Tuition	Fees
Explorations of Healthcare Careers	HSC-205	3	\$630	\$76
Basic Medical Terminology	HSC-117	2.5	\$525	\$24
EMT I	EMS-255	4	\$840	\$195
EMT II	EMS-350	3.5	\$735	\$188
EMT II Clinical	EMS-365	1	\$210	

Health and Wellness	Course	Credits	Tuition	Fees
Explorations of Healthcare Careers	HSC-205	3	\$630	\$76
Personal Wellness	PEH-111	3	\$630	

Nutrition	BIO-151	3	\$630	
Principles of Sports Management	PEH-255	3	\$630	

Patient Care Exploration – CTE	Course	Credits	Tuition	Fees
Nurse Aide	HSC-168	3.5	\$735	\$142
Explorations of Healthcare Careers	HSC-205	3	\$630	\$76

Pick and Choose: Liberal Arts Classes	Course	Credits	Tuition	Fees
Behavior Management	EDU-119	3	\$630	
Composition I	ENG-105	3	\$630	
Composition II	ENG-106	3	\$630	
Criminal Investigations	CRJ-141	3	\$630	
Cultural Anthropology	ANT-105	3	\$630	
Developmental Psychology	PSY-121	3	\$630	
Digital Photography	ART-186	3	\$630	\$65
Exploring Teaching	EDU-110	3	\$630	
Fundamentals of Oral Comm	SPC-101	3	\$630	
Human Biology	BIO-154	3	\$630	
Human Relations in Management	MGT-145	3	\$630	
Introduction to Business	BUS-102	3	\$630	
Introduction to Criminal Justice	CRJ-100	3	\$630	
Introduction to Early Childhood Education	ECE-103	3	\$630	
Introduction to Human Services	HSV-109	3	\$630	
Introduction to Psychology	PSY-111	3	\$630	
Introduction to Sociology	SOC-110	3	\$630	
Nutrition	BIO-151	3	\$630	
Personal Wellness	PEH-111	3	\$630	
Principles of Macroeconomics	ECN-120	3	\$630	
Principles of Marketing	MKT-110	3	\$630	
Social Media in Business	MKT-130	3	\$630	
Survey of World Religion	REL-101	3	\$630	
US History to 1877	HIS-151	3	\$630	

Pre-Med, Nursing and Professional Health Careers	Course	Credits	Tuition	Fees
Human Anatomy & Physiology I	BIO-168	4	\$840	\$18
Nutrition	BIO-151	3	\$630	
Fundamentals of Oral Communication	SPC-101	3	\$630	
Human Anatomy & Physiology II	BIO-173	4	\$840	\$18

Pre-Nursing with Nurse Aide Certification	Course	Credits	Tuition	Fees
Human Anatomy & Physiology I	BIO-168	4	\$840	\$18
Human Anatomy & Physiology II	BIO-173	4	\$840	\$18
Nurse Aide	HSC-168	3.5	\$735	\$142

District will pay Kirkwood 100% of Kirkwood's current tuition rate per student (\$210.00/credit hour) for career and technical education (CTE) courses and 80% of the current rate for liberal arts courses that have 15 students enrolled, otherwise the rate will be 100%. Some CTE and Liberal Arts courses have associated fees that will also be billed to the district. Kirkwood will provide the textbooks for all academy courses.

District Authorized Signature: _____

Name: _____

Title: _____

Date: _____

Kirkwood Community College Authorized Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C: ONSITE & ALTERNATIVE CONCURRENT

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

DISTRICT: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

I. ONSITE CONTRACTED CLASSES

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

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

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

The tuition rate for the 2023-2024 academic year is set at \$210 per credit hour.

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

Course	Course Number	Credit Hours
Applied Math	MAT-772	3
Art Appreciation	ART-101	3
Composition I	ENG-105	3
Composition II	ENG-106	3
Computer Science Principles	CIS-450	3
Explorations of Healthcare Careers	HSC-205	3

Geriatric Specialist	HSC-225	3
How College Works	SDV-105	3
Intermediate French II	FLF-242	4
Intermediate Spanish	FLS-241	4
Intermediate Spanish II	FLS-242	4
Intermediate French	FLF-241	4
Intro to Engineering Design	EGT-400	3
Intro to Psych	PSY-111	3
Personal Finance	FIN-121	3
Personal Wellness	PEH-111	3
Principles of Engineering	EGT-410	3
Survey of Data	MAT-607	3
US History Since 1877	HIS-152	3
US History to 1877	HIS-151	3
Work-based Learning: Internship	WBL-200	1-2

Please list any other contracted courses not listed above:

II. ALTERNATIVE CONCURRENT CONTRACTED CLASSES (formerly PSEO)

Choose One:

- District elects to allow students to enroll in any Kirkwood college level (non-developmental) course offerings.
- District restricts alternative concurrent enrollment to an approved list of classes to be shared with Kirkwood to be shared at return of this exhibit.

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

III. District Authorization and Signature

Authorized by: _____

Name: _____

Title: _____

Date: _____

CONSENT AGENDA

**BA-24-076 Approval – ADA Locker Room Upgrade - Kennedy High School -
Change Order #2 (Chris Gates/Ben Merta)**

Exhibit: BA-24-076.1-7

Action Item

Pertinent Fact(s):

1. Garling Construction is the contractor for the project with a contract amount of \$1,559,159.22, 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 \$26,080.63, for a new contract amount of \$1,585,240.15.
 - COR #07 results from an unforeseen condition requiring cleaning/scoping of existing plumbing lines.
 - COR #08 results from an unforeseen condition requiring miscellaneous electrical revisions due to unforeseen conditions.

Recommendation:

It is recommended that the Board of Education approve Change Order #2 to Garling Construction for the ADA Locker Room Upgrade - Kennedy High School.



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> CRCSD 2023-24 Locker Room ADA Upgrades - Kennedy High School Cedar Rapids, Iowa	CONTRACT INFORMATION: Contract For: General Construction Date: April 05, 2023	CHANGE ORDER INFORMATION: Change Order Number: 02 Date: August 30, 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 07 (Attached) - Cleaning/Scoping of existing plumbing lines, ADD \$399.00

Per COR 08 (Attached) - Misc. electrical revisions due to unforeseen conditions, ADD \$25,681.63


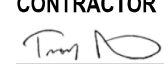
The original Contract Sum was	\$ 1,579,000.00
The net change by previously authorized Change Orders	\$ -19,840.48
The Contract Sum prior to this Change Order was	\$ 1,559,159.52
The Contract Sum will be increased by this Change Order in the amount of	\$ 26,080.63
The new Contract Sum including this Change Order will be	\$ 1,585,240.15

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
8/30/2023 DATE	8-30-23 DATE	 DATE



General Contractors

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

COR #. 0007R

CEDAR RAPIDS SCHOOL DIST	Date	Friday, August 25, 2023
Project: CRCSD Kennedy Locker Room ADA Project #: 54223	cc: Superintendent	
structure build out conflicts		



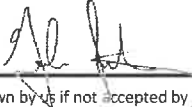
#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00007	Esco Electric	Subcontractor Expense			24458.700	5.0000	\$25,681.63
00007							

PROPOSAL SUMMARY	
Subcontractor Expense	\$25,681.63
Net Costs	\$25,681.63
Proposal Total	\$25,681.63

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

Architect: x *Darci Lousen* Date: 8/30/23
 Owner: x *BEN MERTA* Solum Lang Architects Date: 8/30/23
 CEDAR RAPIDS SCHOOL DISTDIST, Owner

PM: x *Jacob C. Lieb* Date: 8/25/2023
 Jacob C Lieb

 	Marion, Iowa 52302 3450 3rd St. P.O. Box 708 Office:(319)377-6655 Direct:(319)739-2302 Cell:(319)533-3857 Fax:(319)377-3815
Proposal Submitted to: Garling Construction, Attn Jacob Liebe	Date: 8/24/2023 Project Name: Kennedy ADA Locker Rooms
We hereby submit estimates for: Modifications and additions to the electrical scope due to cut conduits and structure build out conflicts. (Continuation)	
<p>The following breakdown is a revision to the previous change order quote date 7/31/2023. These breakdowns below were requested per the design team for material and labor. Please note that the logged labor includes investigative time and not just the time for installation. You will notice some differences in descriptions and pricing as we conducted a thorough walk down of the extra work we completed while comparing it to the log that was kept during the project. There were a few discrepancies in room labeling that are hopefully easier to follow with this new breakdown below. Because of the room labeling corrections, the costs associated with those corrections also moved, and therefore may not match up with what we sent in the previous change order quote. Please also note that the total price has changed given that the items shown as "not completed" are now complete. Lastly, there was some concern that this change order may have included the cost of any circuit conductors that were to be replaced as part of the original quote. I have confirmed that is not the case. Only the wire associated with cut conduits, repaired conduits, or extended circuits for the sake of refeeding existing receptacles and lighting was included.</p> <p> RM 19 Swim Locker Room- Materials & Equipment \$83.03 / Labor \$674.91 RM 15 Locker Room Corridor- Materials & Equipment \$632.00 / Labor \$3,126.12 RM 15A Mens Locker Room- Materials & Equipment \$502.50 / Labor \$2,588.62 RM 15E Restroom- Materials & Equipment \$79.21 / Labor \$608.96 RM 15F Dryspace (between shower and locker area) Materials & Equipment \$84.11 / Labor \$918.93 RM 15G Shower Room- Materials & Equipment \$140.51 / Labor \$817.80 RM 16A Mens Locker Room- Materials & Equipment \$167.68 / Labor \$1,025.55 RM 16E Mens Locker Room- Materials & Equipment \$288.02 / Labor \$1,712.55 RM 16D Restroom and 16C Shower- Materials & Equipment \$133.96 / Labor \$894.75 RM 12 Womens Locker Room/ Restroom- Materials & Equipment \$83.27 / Labor \$561.69 RM 13A Womens Locker Room- Materials & Equipment \$212.33 / Labor \$1,471.83 RM 13C Shower and 13G Restroom- Materials & Equipment \$420.38 / Labor \$1,792.80 RM 13 Locker Corridor- Materials & Equipment \$479.26 / Labor \$2,726.02 Emergency Circuit for EM Lights In Corridor 51- Materials & Equipment \$63.68 / Labor \$659.52 Light Fixture at the end of Corridor 64 tie into existing lights In Corridor 51- Materials & Equipment \$32.53 / Labor \$439.68 Conduit from HWC-1 to home run pipe for new circuit- Materials & Equipment \$37.40 / Labor \$361.64 Wrestling Room Receptacles and Water Cooler Circuit- Materials & Equipment \$29.61 / Labor \$607.86 </p>	
Lump Sum	TOTAL AMOUNT: 24,458.70
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimates. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Unless otherwise specified above, payment is due 30 days after invoiced.	
Authorized Signature 	Galen Lantermans, Project Manager, ESCO Group
Note: This proposal may be withdrawn by us if not accepted by _____ 15 days.	
ACCEPTANCE: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	
Accepted: _____	Signature: _____
Date: _____	PO# (if required) _____

ESCO Explanation of Change Order

This explanation below is applicable to the following item numbers **RM19, RM15, RM15A, RM15E, RM15F, RM 15G, RM 16A, RM16E, RM 16D, RM 12, RM 13A, RM 13C, & RM13**

Existing raceways and junction boxes that were cast in the concrete ceilings and routed in block walls had been severed during the demolition process during the cutting of floors and removal of walls. The original electrical contractor had routed numerous home run circuits for both power and lighting in multiple common raceways throughout the project. Sometimes the 1st opening for those circuits would be a lighting junction box in the ceiling, then be routed encased in a block wall to receptacle boxes. Sometimes the 1st junction box for these circuits would be a receptacle box in the wall, then to a switch box, then to the lighting junction boxes in the ceiling. In some cases, we were able to repair cut conduits and replace the wiring. In some cases, the existing underground pathways were rusted and collapsed to the extent that wiring could not be removed and/or replaced. Where home run pathways were severed due to demolition of existing block walls, those pathways were no longer available to be reused.

In addition to the electrical issues created during the demolition phase of this remodel, the construction phase led to multiple ceiling boxes, and several wall device boxes to be covered up with new block walls and conflicting locker layouts. In almost every instance where a ceiling junction box was blocked, it contained multiple home run circuits for both lighting and receptacles. The homerun junction boxes that were blocked, branched out to other concrete encased conduits and junction boxes that were unusable, due to the way they were routed. New pathways had to be installed in the form of surface mounted conduits, and junction boxes to reroute the lighting and power circuits that fed existing devices. There was a great deal investigation that required our electricians to trace power circuits, lighting circuits, and existing conduit runs to devise a plan to remedy each conflict. We had to remove an abundance of old wiring outside of what was per the plans and install new wiring in newly routed and repaired pathways.

Emergency Circuit for EM Light in Corridor 51- This circuit and conduit were severed during demolition. Through investigation, the only way to reconnect this circuit to the lights was by installing surface mounted conduit and junction boxes back to where it could be intercepted in the locker room and extended to the light.

Light Fixture at the end of Corridor 64 to tie into existing lights in Corridor 51- The original connection to this fixture was severed during demolition and the existing pathway was eliminated. This light was reconnected through surface mounted conduit and junction boxes.

Conduit from HWCP-1 to home run pipe for new circuit- This circuit and conduit were severed during demolition and unable to be repaired. The conduit and wiring were extended from a separate home run conduit to refeed the circuit.

Wrestling Room Receptacles and Water Cooler Circuit- These circuits were discovered late in the project to be inoperable. Through a great deal of investigation, we were able to re-energize these circuits by rerouting the circuit through a different conduit and junction box.



General Contractors

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

COR #. 0008

CEDAR RAPIDS SCHOOL DIST	Date	Monday, August 21, 2023
Project: CRCSD Kennedy Locker Room ADA		
Project #: 54223		cc: Superintendent
Cleaning the existing cast iron drains that Hanna Plumbing tied into.		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00008	Hanna Plumbing	Subcontractor Expense			380.000	5.0000	\$399.00

PROPOSAL SUMMARY

Subcontractor Expense \$399.00

Net Costs **\$399.00**

Proposal Total **\$ 399.00**

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

Architect: x *Darci Founser* Date: 8/21/23
Solum Lang Architects

Owner: x *BEN MERTZ* Date: 8/22/23
CEDAR RAPIDS SCHOOL DIST, Owner

PM: x *Jacob C. Lieb* Date: 8/21/2023
Jacob C Lieb

HANNA

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

CHANGE ORDER REQUEST

COR #:

COVERING

ITC NO'S

CONTRACTOR/OWNER
Garling Construction

PROJECT: Kennedy HS Locker Rooms

WORK DESCRIPTION:

Below is the cost for the drain cleaning work performed on the existng cast iron drains that were partially blocked.

CHANGE ORDER COST SUMMARY

Labor	Qty	Cost	Extended
Journeyman Hours	1	\$ 105.00	\$ 105.00
Invoice 8644 from Kenway			\$ 240.00
		Markup	\$ 34.50
TOTAL THIS CHANGE ORDER REQUEST			\$ 380

Ken-Way Sewer Service, Inc.
PO Box 8178
Cedar Rapids, IA 52408 US
kenwaysewer@netins.net

Invoice

BILL TO
Hanna Plumbing
1155 3rd Avenue
Marion, IA 52302

SHIP TO
Hanna Plumbing
1155 3rd Avenue
Marion, IA 52302

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
8644	06/16/2023	\$256.80	07/16/2023	Net 30	

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Sewer/Drain Cleaning	Ran/Cleaned 3 3" inside main lines- all 3 lines full of build up	1	240.00	240.00T

Job Address:
Kennedy High School

SUBTOTAL	240.00
TAX	16.80
TOTAL	256.80
BALANCE DUE	\$256.80

Job # & Name	# 354 Kennedy	
Code	Amount	App'd
3060	240.00 240.00	
Freight 6000		
Sales Tax 7000		
Date:		

CONSENT AGENDA

BA-24-077 **Amendment – Cedar Rapids Community School District and Kids First Law Center
- 2023-2024 School(Karinne Tharaldson/Adam Zimmermann)**

Exhibit: BA-24-077.1

Action Item

Pertinent Fact(s):

1. The Amendment will add an additional 1.0 FTE position assigned to Johnson STEAM Academy and add services to Roosevelt Creative Corridor Business Academy and Arthur Elementary School.
2. The cost of the 1.0 FTE position will be funded with Federal money awarded by the Magnet School Assistance Program (MSAP) grant. The additional services were added within the current funding structure and not provided by the grant.
3. Kids First Law Center’s Youth Peace Project is designed to facilitate a restorative approach to school discipline by modeling and building capacity in practices such as proactive classroom circles, responsive circles, re-entry circles, and staff mentoring on conflict resolution in 10 buildings.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreement between the Cedar Rapids Community School District and Kids First Law Center for the 2023-2024 School Year.

**AMENDED AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND KIDS FIRST LAW CENTER
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS**

THIS AMENDMENT is made and entered into on the **11th** day of **September 2023**, by and between the Cedar Rapids Community School District (the “District”) and **Kids First Law Center (Kids First)**. The parties agree as follows:

1. Additional services will be provided to Arthur and Roosevelt for the duration of 2023-2024 School Year Agreement.
2. One additional 1.0 FTE position will be assigned to Johnson STEAM Academy and funding for that position will be provided by the District in the amount of \$29,000.

CONTACT PERSON

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

<p><u>Karinne Tharaldson</u> Chief Academic Officer Cedar Rapids Community School District 2500 Edgewood Rd NW Cedar Rapids, IA 52405 (319) 558-3372 ktharaldson@crschools.us</p>	<p><u>Jenny Schulz</u> Executive Director Kids First Law Center 420 6th Street SE, Suite 160 Cedar Rapids, IA 52401 (319) 739-5426 direct (319) 365-5437 office jenny@kidsfirstiowa.org</p>
--	--

Cedar Rapids Community School District

Kids First Law Center

By:

By:

Board Secretary

Date:

Date:

CONSENT AGENDA

BA-24-078 Agreement - Cedar Rapids Community School District and Imagine Learning LLC - Licensing and Course Materials - 2023-2024 School Year (Linda Reysack/Dan DeVore)

Exhibit: BA-24-078.1

Action Item

Pertinent Fact(s):

Imagine Learning LLC will provide students attending Cedar Rapids Virtual Academy with digital content and workbooks.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Imagine Learning LLC - Licensing and Course Materials for the 2023-2024 School Year.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 10/3/2022
Quote No. 283083
Acct. No. 03:ce:IA:12223891
Total \$46,960.00
Pricing Expires 7/31/2024

BA-24-078.1
Page 1

Accounting Department
Cedar Rapids Community School District
PO Box 879
Cedar Rapids IA 52406

BILL TO: accounts payable@crschools.us

2023-24 School Year:
-19 K-5 Virtual Students Content + Workbooks
-43 6-8 Virtual Students Content

Payment Schedule	Contract Start	Contract End
Net 30	8/1/2023	7/31/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Cedar Rapids Community Schools						
	Digital Libraries Single Library Add-on Concurrent User		08/31/2024	\$500.00	43	\$21,500.00
	FT Student Elementary License (Content only) - One Semester (18 week), up to 6 courses. (14 day drop/add grace period)		08/31/2024	\$550.00	38	\$20,900.00
	Genius per Student Information System per semester		08/31/2024	\$20.00	38	\$760.00
	IS Elementary Course All Workbooks (non-refundable, 4 core courses, one semester overages for single workbooks will be invoiced at \$25 per book)		08/31/2024	\$100.00	38	\$3,800.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Tosha Vogel
Account Executive - Iowa
602.881.7911

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

ADMINISTRATION

BA-24-079 **Resolution - Authorizing, Provide Issuance and Securing the Payment of School Infrastructure Sales, Services and Use Tax Revenue Bonds and Authorizing the Execution and Delivery of Documents (Karla Hogan)**

Exhibit: BA-24-079.1-44

Action Item **Motion/2nd/Roll Call**

Pertinent Fact(s):

1. The bids for the School Infrastructure Sales, Services and Use Tax Revenue Bonds are due by the end of the day on October 5, 2023.
2. Tim Oswald, Piper Sandler, will gather all the bids and will prepare the tabulation that will be distributed to the Board for review.

Recommendation:

It is recommended that the Board of Education approve the Resolution for the issuance and securing the payment of School Infrastructure Sales, Services and Use Tax Revenue bonds and authorizing the execution and delivery of documents related thereto.

MOMENT OF SILENCE

ITEMS TO INCLUDE ON AGENDA

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Approximately \$20,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023

- Resolution Fixing the Date of Sale, Approving Electronic Bidding Procedures and Approving Official Statement

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL
DISTRICT**

September 11, 2023

The Board of Directors of the Cedar Rapids Community School District, in the County of Linn, State of Iowa, met in _____ session, in the Board Room, Educational Leadership & Support Center, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa, at 5:30 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

The matter of the issuance of School Infrastructure Sales, Services and Use Tax Revenue Bonds was discussed. It was the consensus that the District should offer the Bonds for sale as described in the following Resolution.

Director _____ introduced the following Resolution and moved its adoption. Director _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION FIXING THE DATE OF SALE OF APPROXIMATELY \$20,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS, SERIES 2023, APPROVING ELECTRONIC BIDDING PROCEDURES AND APPROVING OFFICIAL STATEMENT

WHEREAS, pursuant to Iowa Code Chapter 423F, the Board of Directors of the Cedar Rapids Community School District (the "Issuer") is currently entitled to receive proceeds of the statewide School Infrastructure Sales, Services and Use tax; and

WHEREAS, pursuant to an election duly held in the District in accordance therewith on November 5, 2019, and pursuant to Iowa Code Chapter 423F, the Board of Directors of the Cedar Rapids Community School District approved a Revenue Purpose Statement and is currently entitled to expend proceeds of the statewide School Infrastructure Sales, Services and Use tax; and

WHEREAS, the Board finds it advisable and necessary that Bonds authorized at the election be offered for sale for the purpose authorized at the election, and it is in the best interest to issue Bonds; and

WHEREAS, the Board deems it in the best interests of the School District and the residents thereof to receive bids to purchase School Infrastructure Sales, Services and Use Tax Revenue Bonds by means of electronic internet communication; and

WHEREAS, the Board has received information from its Municipal Advisor, recommending the procedure for electronic bidding so as to provide for the integrity of the competitive bidding process and to facilitate the delivery of bids by interested parties:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT IN THE COUNTY OF LINN, STATE OF IOWA:

Section 1. That the PARITY® Competitive Bidding System and the Electronic Bidding Procedures attached hereto are found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the sale of approximately \$20,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023.

Section 2. That all electronic bidding shall be submitted in substantial conformity with Iowa Code Section 75.14 and Chapter 554D.

Section 3. That School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, in the aggregate amount of approximately \$20,000,000 (the "Bonds"), to be issued and dated November 14, 2023, be offered for sale.

That the Secretary of the Board of this School District shall cause to be prepared an Official Statement and to schedule the sale of the Bonds. The Bonds to be offered are School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2023, in the principal amount

of approximately \$20,000,000, to be dated November 14, 2023. The Official Statement shall include the following terms and the Electronic Bidding Procedures attached to this Resolution are approved:

Time and Place of Sale: Electronic Internet bids for the sale of Bonds of the Cedar Rapids Community School District, in the County of Linn, State of Iowa (the "Issuer"), will be received until 10:00 A.M. on October 5, 2023. The bids will be evaluated by the Superintendent of Schools, Treasurer of the Board, Secretary of the Board, and the Municipal Advisor and referred for action at the meeting of the Board of Directors.

Sale and Award: The sale and award of the Bonds will be held at the Board meeting scheduled on the same date.

Manner of Bidding: No bid will be received after the time specified above for receiving bids. Electronic internet bids is the only method for receipt of bids. The bids must be submitted through PARITY[®]. Open bids will not be received. Sealed bids will not be received. Facsimile bids will not be received.

Official Statement: An Official Statement of information pertaining to the Bonds to be offered shall be prepared by the Issuer and made available by District's Municipal Advisor, including a statement of the Terms of Offering and an Official Bid Form. The Official Statement may be obtained by request addressed to the Secretary of the Board of Directors, Cedar Rapids Community School District, 2500 Edgewood Road, N.W., Cedar Rapids, Iowa 52405, (319) 558-2000; or Timothy Oswald, Piper Sandler & Co., 3900 Ingersoll, Suite 110, Des Moines, Iowa 50312, (515) 247-2358.

Terms of Offering: All bids must be in conformity with and the sale must be in accord with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

Section 4. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Superintendent and Board Secretary, upon the advice of the District's Municipal Advisor and Disclosure Counsel, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

PASSED AND APPROVED this 11th day of September, 2023.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors



SCHOOL BOARD CALENDAR

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

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 20	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Thurs/Fri	Nov 23/24		Holiday Observance	Offices Closed

2023- DECEMBER

Monday	Dec 11	5:30 pm	Board Annual & Organizational Meetings	ELSC, Board Room 2500 Edgewood Rd NW
Mon/Tue	Dec 25/26		Holiday Observance	Offices Closed
Fri/Mon	Dec 29/Jan 1		Holiday Observance	Offices Closed

ADJOURNMENT – President David Tominsky

Board Meeting: Monday, September 11, 2023