CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
Educational Leadership and Support Center, Board Room
Monday, October 14, 2019 @ 5:30 PM

AGENDA

CALL TO ORDER (President Nancy Humbles)

APPROVAL OF AGENDA (President Nancy Humbles)

PUBLIC HEARING
BA-20-131 Public Hearing – Instructional Time Reporting in Hours vs. Days – 2020-21 School Year (Noreen Bush)

SUPERINTENDENT’S REPORT / BOARD REPORTS

COMMUNICATIONS, DELEGATIONS, AND PETITIONS (President Nancy Humbles)

CONSENT AGENDA
BA-20-000/06 Minutes – Regular Meeting on September 23, 2019 (Laurel Day)
BA-20-001/04 Approval of Claims Report – August 2019 (David Nicholson)
BA-20-002/05 Activity Fund Financial Report – August 2019 (David Nicholson)
BA-20-004/05 Investments Report – August 2019 (David Nicholson)
BA-20-008/06 Open Enrollment – Denial 2019-20 School Year (John Rice)
BA-20-009/06 Personnel Report (Linda Noggle)
BA-20-132 Annual Appointment - 2019 IASB Delegate Assembly (Nancy Humbles)
BA-20-133 Resolution – Instructional Time Reporting in Hours vs. Days for the 2020-21 School Year (Noreen Bush)
BA-20-134 Agreement – Geonetric, Inc for Iowa BIG (Trace Pickering)
BA-20-135 Final Approval – Kennedy HS - Gym Floor Refinishing Project – Certificate of Substantial Completion (Jon Galbraith)
BA-20-136 Agreement – Marzano Resources – 2019-20 School Year (Rod Dooley)
BA-20-137 Approval – Metro HS - Window and Door Replacement Project – Change Order #1 (Rich Reysack)
BA-20-138 Final Approval – Wilson MS - Asphalt Repair Project – Certificate of Substantial Completion (Rich Reysack)
## CONSENT AGENDA – con’t

| BA-20-139 | Final Approval – Polk AEC - Asphalt Repair Project – Certificate of Substantial Completion (Rich Reysack) | 151 |
| BA-20-140 | Final Approval – Erskine ES - Asphalt Repair Project – Certificate of Substantial Completion (Rich Reysack) | 154 |
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| BA-20-142 | Approval – EdLeader21 Professional Learning Community Annual Subscription – 2019-20 School Year (Rod Dooley) | 247 |
| BA-20-143 | Agreement – Marzano Research HRS Training – 2019-20 School Year (Rod Dooley) | 249 |
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| BA-20-145 | Purchasing Register – Buses, Vehicles, & Mowers – 2019-20 School Year (Tom Day/Scott Wing) | 284 |

## LEARNING AND LEADERSHIP

| BA-20-146 | Digital Literacy Update (Craig Barnum/Ryan Rydstrom) | 286 |

## ADMINISTRATION

| BA-20-147 | Update and Approval –Physical Plant and Equipment Projects – 2019-20 School Year (David Nicholson/Jon Galbraith) | 297 |

## SCHOOL BOARD CALENDAR

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## MEETING EVALUATION/ADJOURNMENT – (President Nancy Humbles)
AGENDA

CALL TO ORDER - President Nancy Humbles

APPROVAL OF AGENDA - President Nancy Humbles

“I move that the agenda of Monday, October 14, 2019 Board of Education meeting be approved as set forth, and that each item is considered ready for discussion and/or action.”

MOTION/2ND/ROLL CALL ACTION

PUBLIC HEARING

BA-20-131 Public Hearing – Cedar Rapids Community School District – Instructional Time Reporting in Hours vs. Days for the 2020-2021 School Year (Noreen Bush)

Information Item

Pertinent Fact(s):

1. Pursuant to Iowa Code 256.7(19), a Public Hearing must be held at a School Board Meeting for the purpose of receiving any objections to the District’s responsibility to report either instructional time in either hours or days.

2. All school districts are required to report instructional time to the Iowa Department of Education. A district that reports in days must include 180 days of instruction and a district that reports in hours must include 1080 hours of instruction.

3. Reporting in hours allows flexibility if it becomes necessary to make up lost instructional time because there are no minimum or maximum day lengths required. This permits instruction to be made up closer to the point in time in which it is lost. Reporting in hours also allows districts to stay closely aligned to the published school year end date.

4. After the Board’s consideration or any written and/or oral objections presented, the recommended Board action is to give final approval to the administration’s recommendation to report instructional time in hours for the 2020-2021 school year.
SUPERINTENDENT’S REPORT/BOARD REPORTS

COMMUNICATIONS, DELEGATIONS, AND PETITIONS

CONSENT AGENDA

BA-20-000/06   Minutes – Regular Meeting on Monday, September 23, 2019 (Laurel Day)

Exhibit:  http://www.cr.k12.ia.us/our-district/board-of-education/

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 Regular Meeting held on Monday, September 23, 2019.
CONSENT AGENDA

BA-20-001/04  Approval of Claims Report – August 2019 (David Nicholson)

Exhibit: BA-20-001/04.1-6

Action Item

Pertinent Fact(s):

The Approval of Claims Report is required by Iowa Code sections 279.29 and 279.30 and Board Regulation 704.1. Claims for the period of August 1 - 31, 2019 totaled $21,727,870.64.

Recommendation:

It is recommended that the Board of Education approve the Claims Report and ratify the list of paid bills and payrolls for the period ending August 31, 2019.
### Electronic Payments

<table>
<thead>
<tr>
<th>Period</th>
<th>General Fund (10)</th>
<th>Management Fund (22)</th>
<th>Schoolhouse Funds (33,36,40,91)</th>
<th>Food and Nutrition Fund (61)</th>
<th>Day Care Fund (62,65)</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period Ending 08/02</td>
<td>$23,353.89</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$49.31</td>
<td>$23,403.20</td>
</tr>
<tr>
<td>Period Ending 08/09</td>
<td>5,375.34</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>44.23</td>
<td>5,419.57</td>
</tr>
<tr>
<td>Period Ending 08/16</td>
<td>2,657.46</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>156.08</td>
<td>2,813.54</td>
</tr>
<tr>
<td>Period Ending 08/23</td>
<td>1,689.56</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>136.28</td>
<td>1,825.84</td>
</tr>
<tr>
<td>Period Ending 08/30</td>
<td>4,827,903.22</td>
<td>-</td>
<td>240,902.96</td>
<td>51,942.51</td>
<td>554,997.96</td>
<td>5,675,746.65</td>
</tr>
</tbody>
</table>

### Approved Warrants and Voids

<table>
<thead>
<tr>
<th>Period</th>
<th>General Fund (10)</th>
<th>Management Fund (22)</th>
<th>Schoolhouse Funds (33,36,40,91)</th>
<th>Food and Nutrition Fund (61)</th>
<th>Day Care Fund (62,65)</th>
<th>Total Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period Ending 08/02</td>
<td>$1,580,363.68</td>
<td>$235,458.56</td>
<td>$343,166.91</td>
<td>$190.00</td>
<td>$42,993.36</td>
<td>$2,202,172.51</td>
</tr>
<tr>
<td>Period Ending 08/09</td>
<td>1,484,625.53</td>
<td>960.88</td>
<td>1,367,528.82</td>
<td>18,767.89</td>
<td>1,262.08</td>
<td>2,873,145.20</td>
</tr>
<tr>
<td>Period Ending 08/16</td>
<td>357,094.95</td>
<td>798.00</td>
<td>132,166.89</td>
<td>9,870.42</td>
<td>32,393.82</td>
<td>532,324.08</td>
</tr>
<tr>
<td>Period Ending 08/23</td>
<td>406,303.66</td>
<td>-</td>
<td>665,205.98</td>
<td>7,321.97</td>
<td>9,626.20</td>
<td>1,088,457.81</td>
</tr>
<tr>
<td>Period Ending 08/30</td>
<td>439,534.26</td>
<td>93,536.61</td>
<td>58,014.59</td>
<td>4,592.41</td>
<td>(14,638.82)</td>
<td>581,039.05</td>
</tr>
</tbody>
</table>

| Subtotal        | $9,128,901.55     | $330,754.05          | $2,806,986.15                   | $92,685.20                  | $627,020.50         | $12,986,347.45|

### Payrolls - Net

| Payrolls - Net | $8,741,523.19 |

### Total Expenditures

| Total Expenditures | $17,870,424.74 | $330,754.05 | $2,806,986.15 | $92,685.20 | $627,020.50 | $21,727,870.64 |

**Note:** Individual transactions can be viewed on the Cedar Rapids Community School District website under Board of Education.
### Cedar Rapids Community School District  
**List of Paid Bills for Period Ending**  
**August 2, 2019**

<table>
<thead>
<tr>
<th></th>
<th>General Fund (10)</th>
<th>Management Fund (22)</th>
<th>Schoolhouse Funds (33,36,40,91)</th>
<th>Food and Nutrition Fund (61)</th>
<th>Day Care Fund (62,65)</th>
<th>Total All Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electronic Payments</strong></td>
<td>EFT FILE</td>
<td>$ 23,353.89</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 49.31</td>
<td>$ 23,403.20</td>
</tr>
<tr>
<td><strong>Approved Warrants and Voids</strong></td>
<td>(Entered By Batch)</td>
<td>$ 1,580,363.68</td>
<td>$ 235,458.56</td>
<td>$ 343,166.91</td>
<td>$ 190.00</td>
<td>$ 42,993.36</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 2,225,575.71</td>
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BA-20-00104.2
<table>
<thead>
<tr>
<th></th>
<th>General Fund (10)</th>
<th>Management Fund (22)</th>
<th>Schoolhouse Funds (33,36,40,91)</th>
<th>Food and Nutrition Fund (61)</th>
<th>Day Care Fund (62,65)</th>
<th>Total All Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electronic Payments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFT FILE</td>
<td>$ 5,375.34</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 44.23</td>
<td>$ 5,419.57</td>
</tr>
<tr>
<td><strong>Approved Warrants and Voids (Entered By Batch)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 1,484,625.53</td>
<td>$ 960.88</td>
<td>$ 1,367,528.82</td>
<td>$ 18,767.89</td>
<td>$ 1,262.08</td>
<td>$ 2,873,145.20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 1,490,000.87</td>
<td>$ 960.88</td>
<td>$ 1,367,528.82</td>
<td>$ 18,767.89</td>
<td>$ 1,306.31</td>
<td>$ 2,878,564.77</td>
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## Cedar Rapids Community School District
### List of Paid Bills for Period Ending
#### August 16, 2019

<table>
<thead>
<tr>
<th></th>
<th>General Fund (10)</th>
<th>Management Fund (22)</th>
<th>Schoolhouse Funds (33,36,40,91)</th>
<th>Food and Nutrition Fund (61)</th>
<th>Day Care Fund (62,65)</th>
<th>Total All Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electronic Payments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFT FILE</td>
<td>2,657.46</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>156.08</td>
<td>2,813.54</td>
</tr>
<tr>
<td><strong>Approved Warrants and Voids</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Entered By Batch)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>357,094.95</td>
<td>798.00</td>
<td>132,166.89</td>
<td>9,870.42</td>
<td>32,393.82</td>
<td>532,324.08</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>359,752.41</td>
<td>798.00</td>
<td>132,166.89</td>
<td>9,870.42</td>
<td>32,549.90</td>
<td>535,137.62</td>
</tr>
<tr>
<td></td>
<td>General Fund (10)</td>
<td>Management Fund (22)</td>
<td>Schoolhouse Funds (33,36,40,91)</td>
<td>Food and Nutrition Fund (61)</td>
<td>Day Care Fund (62,65)</td>
<td>Total All Funds</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------</td>
<td>---------------------</td>
<td>-------------------------------</td>
<td>-----------------------------</td>
<td>---------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td><strong>Electronic Payments</strong></td>
<td>$1,689.56</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$136.28</td>
<td>$1,825.84</td>
</tr>
<tr>
<td><strong>Approved Warrants and Voids</strong></td>
<td>$406,303.66</td>
<td>$-</td>
<td>$665,205.98</td>
<td>$7,321.97</td>
<td>$9,626.20</td>
<td>$1,088,457.81</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$407,993.22</td>
<td>$-</td>
<td>$665,205.98</td>
<td>$7,321.97</td>
<td>$9,762.48</td>
<td>$1,090,283.65</td>
</tr>
</tbody>
</table>
### Cedar Rapids Community School District
#### List of Paid Bills for Period Ending
##### August 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>General Fund (10)</th>
<th>Management Fund (22)</th>
<th>Schoolhouse Funds (33,36,40,91)</th>
<th>Food and Nutrition Fund (61)</th>
<th>Day Care Fund (62,65)</th>
<th>Total All Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Electronic Payments</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFT FILE</td>
<td>$ 4,378.99</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$ 58.32</td>
<td>$ 4,437.31</td>
</tr>
<tr>
<td>ACH PAYMENTS</td>
<td>4,823,524.23</td>
<td>-</td>
<td>240,902.96</td>
<td>51,942.51</td>
<td>554,939.64</td>
<td>5,671,309.34</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,267,437.48</strong></td>
<td><strong>93,536.61</strong></td>
<td><strong>298,917.55</strong></td>
<td><strong>56,534.92</strong></td>
<td><strong>540,359.14</strong></td>
<td><strong>6,256,785.70</strong></td>
</tr>
</tbody>
</table>

#### Approved Warrants and Voids

(Entered By Batch)

<table>
<thead>
<tr>
<th></th>
<th>General Fund (10)</th>
<th>Management Fund (22)</th>
<th>Schoolhouse Funds (33,36,40,91)</th>
<th>Food and Nutrition Fund (61)</th>
<th>Day Care Fund (62,65)</th>
<th>Total All Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>WARRANTS</td>
<td>$ 480,784.72</td>
<td>$ 93,536.61</td>
<td>$ 58,014.59</td>
<td>$ 4,911.41</td>
<td>$ 16,063.81</td>
<td>$ 653,311.14</td>
</tr>
<tr>
<td>VOIDS</td>
<td>$ (41,250.46)</td>
<td>$</td>
<td>$</td>
<td>$ (319.00)</td>
<td>$ (30,702.63)</td>
<td>$ (72,272.09)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>5,267,437.48</strong></td>
<td><strong>93,536.61</strong></td>
<td><strong>298,917.55</strong></td>
<td><strong>56,534.92</strong></td>
<td><strong>540,359.14</strong></td>
<td><strong>6,256,785.70</strong></td>
</tr>
</tbody>
</table>
CONSENT AGENDA

BA-20-002/05  Activity Fund Financial Report – August 2019 (David Nicholson)

Exhibit: BA-20-002/05.1-7

Action Item

Pertinent Fact(s):

Board Regulation 703.2 requires the Activity Fund Financial Report. Receipts through the period ended August 31, 2019 were $307,502.63. Disbursements through the period ended August 31, 2019 were $400,649.97. Checks for the period of August 1 - 31, 2019 totaled $243,649.53; this amount is included within the total disbursements of $400,649.97. The total cash balance of the Activity Funds at August 31, 2019 was $1,513,491.86.

Recommendation:

It is recommended that the Board of Education approve the Activity Fund Financial Reports for the period ended August 31, 2019.
<table>
<thead>
<tr>
<th></th>
<th>Beginning Cash 6/30/2019</th>
<th>Current Cash 8/31/2019</th>
<th>Bank Account Balances 8/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Receipts</td>
<td>Expenditures</td>
<td>Cash On Hand</td>
</tr>
<tr>
<td>Franklin</td>
<td>$44,345.54</td>
<td>$331.18</td>
<td>$2,848.55</td>
</tr>
<tr>
<td>Harding</td>
<td>$150,232.25</td>
<td>$430.39</td>
<td>$3,692.15</td>
</tr>
<tr>
<td>McKinley</td>
<td>$143,575.98</td>
<td>$1,172.50</td>
<td>$6,268.91</td>
</tr>
<tr>
<td>Roosevelt</td>
<td>$51,621.13</td>
<td>$1,341.32</td>
<td>$7,059.76</td>
</tr>
<tr>
<td>Taft</td>
<td>$138,756.72</td>
<td>$3,904.01</td>
<td>$7,192.70</td>
</tr>
<tr>
<td>Wilson</td>
<td>$20,165.65</td>
<td>$275.11</td>
<td>$470.55</td>
</tr>
<tr>
<td>Total Middle Schools</td>
<td>$548,697.27</td>
<td>$7,454.51</td>
<td>$27,532.62</td>
</tr>
<tr>
<td>Jefferson</td>
<td>$274,037.72</td>
<td>$61,866.03</td>
<td>$101,091.11</td>
</tr>
<tr>
<td>Kennedy</td>
<td>$416,909.66</td>
<td>$129,115.81</td>
<td>$178,701.96</td>
</tr>
<tr>
<td>Metro</td>
<td>$46,482.85</td>
<td>$437.50</td>
<td>$800.31</td>
</tr>
<tr>
<td>Washington</td>
<td>$311,048.96</td>
<td>$92,391.53</td>
<td>$84,970.61</td>
</tr>
<tr>
<td>Total High Schools</td>
<td>$1,048,479.19</td>
<td>$283,810.87</td>
<td>$365,563.99</td>
</tr>
<tr>
<td>Kingston Stadium</td>
<td>$9,462.74</td>
<td>$16,237.25</td>
<td>$7,553.36</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$1,606,639.20</td>
<td>$307,502.63</td>
<td>$400,649.97</td>
</tr>
</tbody>
</table>

**CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT**

SECONDARY SCHOOLS - ACTIVITY FUNDS FINANCIAL SUMMARY

FOR THE MONTH ENDING AUGUST 31, 2019

Bank Account Balances 8/31/2019

<table>
<thead>
<tr>
<th></th>
<th>Cash On Hand</th>
<th>Checking</th>
<th>Savings</th>
<th>Investments</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin</td>
<td>-</td>
<td>$4,032.25</td>
<td>$12,757.92</td>
<td>$25,038.00</td>
<td></td>
</tr>
<tr>
<td>Harding</td>
<td>-</td>
<td>$94,826.96</td>
<td>-</td>
<td>$52,143.53</td>
<td></td>
</tr>
<tr>
<td>McKinley</td>
<td>125.00</td>
<td>125,143.82</td>
<td>-</td>
<td>13,210.75</td>
<td></td>
</tr>
<tr>
<td>Roosevelt</td>
<td>70.00</td>
<td>15,927.01</td>
<td>24,982.18</td>
<td>4,923.50</td>
<td></td>
</tr>
<tr>
<td>Taft</td>
<td>100.00</td>
<td>97,769.95</td>
<td>19,502.80</td>
<td>18,095.88</td>
<td></td>
</tr>
<tr>
<td>Wilson</td>
<td>27.00</td>
<td>19,943.21</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Middle Schools</td>
<td>322.00</td>
<td>$357,643.20</td>
<td>$57,242.30</td>
<td>$113,411.66</td>
<td></td>
</tr>
<tr>
<td>Jefferson</td>
<td>1,500.00</td>
<td>233,312.64</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Kennedy</td>
<td>1,400.00</td>
<td>316,990.91</td>
<td>14,337.02</td>
<td>34,595.58</td>
<td></td>
</tr>
<tr>
<td>Metro</td>
<td>-</td>
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BA-20-002/05.1
## FRANKLIN MIDDLE SCHOOL
### REPORT OF FINANCIAL ACTIVITIES
#### FOR THE MONTH ENDING AUGUST 31, 2019

<table>
<thead>
<tr>
<th>Activity Umbrella</th>
<th>Balance 6/30/19</th>
<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/19</th>
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</thead>
<tbody>
<tr>
<td>Admin &amp; Investments</td>
<td>$513.37</td>
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<td>-</td>
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## HARDING MIDDLE SCHOOL
### REPORT OF FINANCIAL ACTIVITIES
#### FOR THE MONTH ENDING AUGUST 31, 2019

<table>
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<tr>
<th>Activity Umbrella</th>
<th>Balance 6/30/19</th>
<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/19</th>
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<tr>
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## MCKINLEY MIDDLE SCHOOL
### REPORT OF FINANCIAL ACTIVITIES
#### FOR THE MONTH ENDING AUGUST 31, 2019

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<th>Activity Umbrella</th>
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<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/19</th>
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<td>Trips &amp; Misc</td>
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## ROOSEVELT MIDDLE SCHOOL
### REPORT OF FINANCIAL ACTIVITIES
#### FOR THE MONTH ENDING AUGUST 31, 2019

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<thead>
<tr>
<th>Activity Umbrella</th>
<th>Balance 6/30/19</th>
<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/19</th>
</tr>
</thead>
<tbody>
<tr>
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<td><strong>45,902.69</strong></td>
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</table>
# Reporting of Financial Activities

## Wilson Middle School

**FOR THE MONTH ENDING AUGUST 31, 2019**

<table>
<thead>
<tr>
<th>Activity Umbrella</th>
<th>Balance 6/30/2019</th>
<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin &amp; Investments</td>
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<td>2,098.19</td>
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<tr>
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<td>-</td>
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<td>-</td>
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</tr>
<tr>
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<td>42.37</td>
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## Jefferson High School

**FOR THE MONTH ENDING AUGUST 31, 2019**

<table>
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<th>Activity Umbrella</th>
<th>Balance 6/30/2019</th>
<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/2019</th>
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<tbody>
<tr>
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<td><strong>8,905.33</strong></td>
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## Kennedy High School

**FOR THE MONTH ENDING AUGUST 31, 2019**

<table>
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<th>Activity Umbrella</th>
<th>Balance 6/30/2019</th>
<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/2019</th>
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</thead>
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<tr>
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<td><strong>$33,669.04</strong></td>
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**Activity Umbrella 6/30/2019**

- Wilson Middle School
- Jefferson High School
- Kennedy High School
## METRO HIGH SCHOOL
### REPORT OF FINANCIAL ACTIVITIES
#### FOR THE MONTH ENDING AUGUST 31, 2019

<table>
<thead>
<tr>
<th>Activity Umbrella</th>
<th>Balance 6/30/19</th>
<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/19</th>
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</thead>
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</table>

## WASHINGTON HIGH SCHOOL
### REPORT OF FINANCIAL ACTIVITIES
#### FOR THE MONTH ENDING AUGUST 31, 2019

<table>
<thead>
<tr>
<th>Activity Umbrella</th>
<th>Balance 6/30/19</th>
<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
<th>Transfers Out</th>
<th>Balance 8/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Admin &amp; Investments</td>
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## KINGSTON STADIUM
### REPORT OF FINANCIAL ACTIVITIES
#### FOR THE MONTH ENDING AUGUST 31, 2019

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<th>Receipts YTD</th>
<th>Expenditures YTD</th>
<th>Transfers In</th>
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<th>Balance 8/31/19</th>
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## ALL ACTIVITY FUNDS
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#### FOR THE MONTH ENDING AUGUST 31, 2019

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CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SECONDARY ACTIVITY FUNDS - LIST OF CLAIMS PAID
FOR THE MONTH ENDING AUGUST 31, 2019

BA-20-002/05.5
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<tr>
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<td>NAGEL, JOEL</td>
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CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
SECONDARY ACTIVITY FUNDS - LIST OF CLAIMS PAID
FOR THE MONTH ENDING AUGUST 31, 2019

BA-20-002/05.6
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<td>UNIVERSITY OF IA</td>
<td>SERV &amp; SUPP</td>
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<td>VARSITY SPIRIT FASHIONS</td>
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<td>WOOD, LOREN</td>
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**TOTAL OF BILLS PAID**

$243,649.53

BOARD SECRETARY______________________________

DATE______________________________
CONSENT AGENDA

BA-20-005/04   Investments Report - August 2019 (David Nicholson)

Exhibit: BA-20-005/04.1

Information Item

Pertinent Fact(s):

The Investments Report summarizes investment transactions for the month of August 2019. Investments purchased during the month totaled $5,031,222.64, and investments redeemed during the month totaled $11,780,417.00. The current interest rate for US Bank is 2.02%, in comparison to 1.00% at US Bank in August 2018. The interest rate for ISJIT CDs for August 2019 was 2.05%.
## INVESTMENTS - AUGUST 2019

<table>
<thead>
<tr>
<th>Fund Total</th>
<th>$5,031,222.64</th>
<th>10,000,000.00</th>
</tr>
</thead>
</table>

### General fund

| Invest | August 22, 2019 | $5,000,000.00 | US Bank | $5,000,000.00 | $ - |
| Redeem | August 15, 2019 | $10,000,000.00 | US Bank-ISJIT | - | 10,000,000.00 |
| Interest | August 30, 2019 | $31,222.64 | US Bank-ISJIT Aug’19 Int | 31,222.64 | - |

### Management Fund

| N/A | - | - | - |

### Food & Nutrition Fund

| N/A | - | - | - |

### Secure an Advanced Vision for Education Fund (SAVE)

| N/A | - | - | - |

### Physical Plant & Equipment Fund (PPEL)

| Redeem | August 15, 2019 | $1,500,000.00 | US Bank | - | 1,500,000.00 |

| Redeem | August 1, 2019 | $280,417.00 | US Bank | - | 280,417.00 |

### Debt Services Fund

| Redeem | August 1, 2019 | $280,417.00 | US Bank | - | 280,417.00 |

### GRAND TOTAL

| $5,031,222.64 | $11,780,417.00 |
CONSENT AGENDA

BA-20-008/06  Open Enrollment – Denial 2019-2020 School Year (John Rice)

Exhibit: BA-20-008/06.1

Action Item

Pertinent Fact(s):

1. Section 256.7(5), Chapter 17, of the Iowa Code “Open Enrollment,” allows parents/guardian to enroll their children/child in a school district other than the resident district of the custodial parent/guardian. In order for parents/guardians to exercise this option, their request must be submitted by March 1 of the year preceding open enrollment. For kindergarten children the deadline for submitting an application for open enrollment is September 1 of the current school year.

2. Applications filed after the deadline will not be approved unless the reason for late filing qualifies for “good cause”; “good cause” means a change in the status of a child’s resident district for any of the following reasons:
   A. Family moved to a new district of residence
   B. Change in the marital status of the student's parents resulting in new resident district
   C. Placement of the student into foster care resulting in new resident district
   D. Adoption resulting in new resident district
   E. Participation in a foreign exchange program
   F. Participation in a substance abuse or mental health treatment program resulting in new resident district
   G. Failure of negotiations for reorganization or rejection of proposed reorganization plan*
   H. Failure of negotiations for whole grade sharing or rejection of whole grade sharing agreement*
   I. Loss of accreditation or revocation of a charter school contract*

   *If “good cause” is related to change in status of child’s resident district, the open enrollment request must be filed within 45 days of last board action or within 30 days of certification of an election, whichever is applicable.

3. Request may be denied if:
   A. The student has been suspended or expelled by a district and has not been reinstated as a student in that district
   B. Insufficient classroom space exists
   C. Minority/non-minority pupil ratios would be adversely affected
   D. An appropriate instructional program is not available
   E. The applicant missed the prescribed deadline and the request does not qualify for “good cause”

4. If the denial is based on a desegregation plan and/or any other reasons, it may be appealed to the Linn County District Court and cannot be appealed to the State Board of Education. An appeal must be postmarked within 30 days of the Board decision.

Recommendation:

It is recommended that the Board of Education approve the Open Enrollment-Denial of these student(s) commencing with the 2019-2020 School Year.
## OPEN ENROLLMENT DENIALS
### 2019-2020 SCHOOL YEAR

### EXIT Denial

<table>
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<tr>
<th>Parent</th>
<th>Student</th>
<th>Grade</th>
<th>Resident District</th>
<th>Requested District</th>
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</thead>
<tbody>
<tr>
<td>J. Swift</td>
<td>J. Thompson</td>
<td>4</td>
<td>Cedar Rapids Community School District</td>
<td>CAM/IA Connections School District</td>
</tr>
<tr>
<td>J. Swift</td>
<td>F. Thompson Jr</td>
<td>6</td>
<td>Cedar Rapids Community School District</td>
<td>CAM/IA Connections School District</td>
</tr>
<tr>
<td>K. &amp; B. Baldwin</td>
<td>R. Baldwin</td>
<td>7</td>
<td>Cedar Rapids Community School District</td>
<td>Alburnett Community School District</td>
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</tbody>
</table>

Reason: Application filed late
Does not meet criteria for pervasive harassment

TOTALS: 1 Clayton Ridge
2 CAM/IA Connections
1 Alburnett
CONSENT AGENDA

BA-20-009/06 Personnel Report (Linda Noggle)

Exhibit: BA-20-009/06.1-3

Action Item Roll Call

Recommendation:

It is recommended that the Board of Education approve the Personnel Report.
## APPOINTMENTS - SALARIED STAFF

<table>
<thead>
<tr>
<th>Name</th>
<th>Salary Placement</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conwell, Mark</td>
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<td>Dankert, Michael</td>
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<td>9/23/2019</td>
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<td>Jefferson</td>
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<tr>
<td>Ficken, Zach</td>
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## CHANGE OF GRADE/POSITION - SALARIED STAFF

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## RESIGNATIONS - SALARIED STAFF

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<td>9/23/2019</td>
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## RETIREMENT - SALARIED STAFF

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<td>Erskine</td>
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<td>Schlotfelt, Bryan</td>
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## APPOINTMENTS - HOURLY STAFF

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<td>Viola Gibson</td>
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<td>Watkins, Amanda</td>
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<td>Taylor</td>
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**RESIGNATIONS - HOURLY STAFF**

<table>
<thead>
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<th>Name</th>
<th>Reason</th>
<th>Assignment</th>
<th>Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anderson, Jonathan</td>
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<td>Paraprofessional</td>
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<tr>
<td>Beer, Molly</td>
<td>Personal</td>
<td>Paraprofessional</td>
<td>10/4/2019</td>
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<tr>
<td>Name</td>
<td>Assignment</td>
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<tr>
<td>Beard, Michael</td>
<td>Custodian I</td>
<td>09/23/2019</td>
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<tr>
<td>DeVore, Michael</td>
<td>$12,960</td>
<td>09/23/2019</td>
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**RETIREMENTS - HOURLY STAFF**

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<thead>
<tr>
<th>Name</th>
<th>Assignment</th>
<th>Effective Date</th>
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<tr>
<td>Jurging, Dennis</td>
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**TERMINATIONS - HOURLY STAFF**

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<tr>
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<td>Beard, Michael</td>
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**SHORT TERM CONTRACTS**

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<th>Name</th>
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<td>Van Driver Kennedy</td>
<td>09/23/2019</td>
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</table>
CONSENT AGENDA

(Noreen Bush/Laurel Day)

Exhibit:  BA-20-011/04.1-51

Information Item

Pertinent Fact(s):

1. The Board of Education reviews policies, regulations and procedures at least once every five years. Board approval is required for all policies. Administrative regulations and procedures do not require Board approval.

2. The agenda item includes policies, regulations, and procedures that have been reviewed by the Policy Review Committee (PRC). Most proposed revisions are based on changes to state and federal law, current District practice, and to maintain the District’s Policy Manual up to date as required by Iowa Code. The PRC utilizes legal & policy services provided by the Iowa Association of School Boards, National Association of School Boards, including policy primer & on-line sample policy documents. Guidance from District Legal Counsel was sought.

<table>
<thead>
<tr>
<th>Policy Manual #</th>
<th>Title</th>
<th>Action</th>
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</thead>
<tbody>
<tr>
<td>201.7</td>
<td>Board Qualifications</td>
<td>Revised</td>
</tr>
<tr>
<td>201.8</td>
<td>Board Liability</td>
<td>Reviewed</td>
</tr>
<tr>
<td>400.5</td>
<td>Career Education</td>
<td>Revised</td>
</tr>
<tr>
<td>400.10</td>
<td>Comprehensive School Counseling Program</td>
<td>Proposed</td>
</tr>
<tr>
<td>503</td>
<td>Professional Learning</td>
<td>Revised</td>
</tr>
<tr>
<td>503.1</td>
<td>Non-Admin Employee Attendance at Out-of-District</td>
<td>Revised</td>
</tr>
<tr>
<td>503.3</td>
<td>Professional Consulting &amp; Presentation</td>
<td>Revised</td>
</tr>
<tr>
<td>506.8</td>
<td>Family &amp; Medical Leave Act</td>
<td>Revised</td>
</tr>
<tr>
<td>506.8a</td>
<td>Family &amp; Medical Leave Procedures</td>
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<tr>
<td>506.8b</td>
<td>Family &amp; Medical Leave Definitions</td>
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<td>508/508.1</td>
<td>Voluntary Retirement Incentive Program – Licensed Teaching Staff</td>
<td>Revised</td>
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<tr>
<td>509/509.1</td>
<td>Voluntary Retirement Incentive Program – Administrative Staff</td>
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<tr>
<td>510/510.1</td>
<td>Voluntary Retirement Incentive Program – Support Staff</td>
<td>Revised</td>
</tr>
<tr>
<td>904</td>
<td>Animals on District Premises</td>
<td>Revised</td>
</tr>
<tr>
<td>904a</td>
<td>Service Animals</td>
<td>Reviewed</td>
</tr>
<tr>
<td>904b</td>
<td>Therapy Dogs</td>
<td>Revised</td>
</tr>
</tbody>
</table>
Board Qualifications

Serving on the Board of Directors is an honor and privilege. Its rewards are respect from the community, students, and employees and the satisfaction from knowing each Board member contributed to the success of the children in the school District. Only those who are willing to put forth the effort to care and to make a difference should consider running for a position on the Board.

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

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

An eligible elector must be:
- A citizen of the United States
- A resident of Iowa
- At least 18 years old

An eligible elector may not:
- Be a convicted felon (unless voting rights have been restored by appropriate authorities)
- Be currently judged incompetent to vote by a court
- Claim the right to vote in any other place

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

Legal Reference: Code of Iowa §§ 63; 68B; 277.4, .27; 279.7A (2013)
**Board Liability**

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

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

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**Legal Reference:**  
Code of Iowa §§ 670  
Career Education

Career education for students will be infused into all levels of the instructional program. Components should include, but not be limited to, awareness of self in relation to others and the needs of society, experiences in personal decision making, and exploration of employment opportunities. Experiences will be designed to foster work skills and work ethic. As a part of career education, the administration is authorized to develop and offer educational activities in which students participate directly in the development and demonstration of various products, services, and skills.

A comprehensive guidance school counseling program will assist in the dissemination of career information. Community representatives may provide information or instruction to individual students or groups of students during school hours upon the authorization of the appropriate administrator. The Board may periodically review the means by which career education is integrated into the guidance school counseling and instructional programs.

Code of Iowa: Chapter 23A.2, 280.9
Iowa Administrative Code: Chapter 281, 12.5(7)

Cross Reference Regulation 400.10
Comprehensive School Counseling Program

The Cedar Rapids Community School District employs professional school counselors in each building to support a comprehensive school counseling program. Through leadership, advocacy and collaboration, school counselors promote equity and access to rigorous educational experiences for all students. School counselors work collaboratively to support a safe learning environment and work to safeguard the human rights of all members of the school community. The needs of all students are addressed through culturally relevant prevention and intervention programs that are a part of a comprehensive school counseling program.

The District’s Comprehensive School Counseling Program focuses on three domains:

- **Academic Development** – Supporting strategies and activities to maximize each student’s ability to learn so that:
  - Students acquire the attitudes, knowledge and skills that contribute to effective learning in school and across the life span
  - Students complete school with the academic preparation essential to choose from a wide range of post-secondary options, including college
  - Students understand the relationship of academics to the world of work and to life at home and in the community

- **Career Development** – Helping students to 1) understand the connection between school and the world of work and 2) plan for and make a successful transition from school to postsecondary education and/or the world of work and from job to job across the lifespan so that:
  - Students acquire the skills to investigate the world of work in relation to knowledge of self and to make informed career decisions
  - Students employ strategies to achieve future career success and satisfaction
  - Students understand the relationship between personal qualities, education and training and the world of work

- **Social/Emotional Development** – Helping students manage emotions and learn to apply interpersonal skills so that:
  - Students acquire the attitudes, knowledge and skills to help them understand and respect self and others
  - Students make decisions, set goals, and take necessary action to achieve goals
  - Students understand safety and survival skills

Code of Iowa: Chapter 23A.2, 280.9
Iowa Administrative Code: Chapter 281, 12.5(7)
Every Student Succeeds Act; 114th Congress S. 1177
Cross Reference: Regulation 400.5
The District believes that a continuous program of professional and technical growth for District employees enhances the educational program offered to students. The program which may include a variety of learning opportunities, such as site-based staff development, workshops, conferences, peer observations, and assistance from administrators, supervisors, program facilitators, and consultants. The District will keep staff members informed about professional materials so they will have access to the most current educational research and practice. All members of the Staff are expected to participate in appropriate professional learning and technical growth opportunities.
Non-Administrative Employee Participation in Attendance at Out-of-District Professional Meetings & Technical Growth Opportunities

Employees who wish to participate in attend an out-of-district professional meeting opportunities, not provided by the District, should will submit a request in advance to their immediate supervisor. Approval shall be contingent on the availability of funding, nature of involvement, relationship of the meeting professional opportunity to building/District priorities, proposed means of dissemination, and number of professional opportunities meetings previously attended. If the request is approved, appropriate District forms shall be submitted by the employee filed.

If reimbursement is requested from District funds, the employee will follow the Guidelines Governing Expense Reimbursement request should be submitted, in advance, through the immediate supervisor to the appropriate administrator Associate Superintendent. Employees will receive notification as soon as possible regarding the disposition of their application.

The District may also require attendance at an out-of-District meeting to further District initiatives or goals. If attendance is required, the employee shall be compensated hours for their regular work day and travel expenses.

Approved: 11-19-81
Revised: 03-07-88
Reviewed: 10-23-89
Revised: 11-13-89
Reviewed: 01-25-93
06-24-96
02-22-99
04-28-08
Revised: 06-23-14
Professional Consulting and Presentation

Staff members are encouraged to share District-developed activities and materials with other educators outside of the District as long as such activities do not interfere with the staff member's professional assignment. However, the District recognizes that providing professional learning or consulting activities for other school districts or organizations does not fall within the educational mission of the District.

When a staff member accepts reimbursement for consulting or presentations, paid time off (PTO) or unnon-reimbursed leave may be utilized with the approval of the appropriate administrator. Professional leave may be taken, with approval of the appropriate administrator, when the honorarium, if any, is paid to the District. In such a case, the staff member can recover actual expenses from the sponsoring organization.
Family and Medical Leave

Unpaid family and medical leave will be granted for up to twelve weeks per year per employee to assist him/her in balancing family and work life.

For purposes of this policy, year is defined as July 1 to June 30. Requests for family and medical leave will be made to the Executive Director Human Resources/designee.

Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. It is the responsibility of the Executive Director of Human Resources to maintain administrative rules to implement this procedure.

The requirements stated in the working agreements regarding family and medical leave will be followed.

Unpaid family and medical leave will be granted up to twelve (12) weeks per year for qualifying leave to assist employees in balancing family and work life. For purposes of this regulation, year is defined as a “rolling” twelve (12) month period measured backward from the date of any FMLA leave usage. Requests for family and medical leave will be made to the Executive Director Human Resources/designee.

Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Employees shall be required to complete all necessary Family and Medical Leave Act documentation prior to any leave being approved as family and medical leave. The required documentation shall be as outlined in this regulation, and as required by the Department of Labor. All documentations and forms shall be available in the administrative offices of each building. If the employee fails to complete and return all necessary Family and Medical Leave Act documentation, and the leave is such that would be covered as approved family and medical leave, administration may designate the leave as approved family and medical leave.

The District may require, or employees may request, to run concurrently applicable paid leave during any family and medical leave by meeting the requirements set out in the family and medical leave administrative rules.

The requirements stated in the Master Contract and/or Employee Handbook between employees in the various collective bargaining units, if applicable, and the Board and/or District regarding family and medical leave of such employees and the requirements stated in any other contract, collective or individual, between any employees and the Board and/or District regarding family and medical leave of such employees will be followed. This regulation provision, as well as all policy manual provisions, concerning family and medical leave may be applied differently to classified, non-classified, certified, non-certified and other classifications of employees.

Legal Reference: PL 103-3

Approved: 01-24-94
Reviewed: 07-15-96
11-23-98
Revised: 04-24-06
Reviewed: 10-14-13
Family and Medical Leave Procedure

A. School District Notice
   1. The district will post the notice in this series regarding family and medical leave.
   2. Information on the Family and Medical Leave Act and the board policy on family and medical leave, including leave provisions and employee obligations will be provided annually. The information will be in the employee handbook.
   3. When an employee requests family and medical leave, the school district will provide the employee with information listing the employee’s obligations and requirements. Such information will include:
      a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee’s annual 12-week entitlement or 26 week entitlement depending on the purpose of the leave;
      b. a reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so or proof of call to active duty in the case of military family and medical leave;
      c. an explanation of the employee’s right to run concurrently applicable paid leave for family and medical leave including a description of when the school district requires substitution of paid leave and the conditions related to the substitution; and
      d. a statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

B. Eligible Employees
   1. Employees are eligible for family and medical leave if the following criteria are met:
      a. The employee has worked for the school district for at least twelve (12) months or fifty-two (52) weeks (the months and weeks need not be consecutive); and
      b. The employee has worked at least 1,250 hours within the previous year. Full-time professional employees who are exempt from the wage and hour law may be presumed to have worked the minimum hour requirement.
   2. If the employee requesting leave is unable to meet the above criteria, the employee is not eligible for family and medical leave.

C. Employee Requesting Leave (two types of leave)
   1. Foreseeable family and medical leave
      a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
      b. Employee must give at least thirty (30) day’s notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty (30) days after notice was received. For those taking leave due to military family and medical leave, notice should be given as soon as possible.
      c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school district. The scheduling is subject to the approval of the health care provider.
   2. Unforeseeable family and medical leave.
      a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
      b. Employee must give notice as soon as possible but no later than one to two workdays after learning that leave will be necessary.
      c. A spouse or family member may give the notice if the employee is unable to personally give notice.
D. Eligible Family and Medical Leave Determination

1. The following is a list of the acceptable purposes for family or medical leave:
   a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child’s birth;
   b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child’s placement;
   c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition;
   d. Employee’s serious health condition that makes the employee unable to perform the essential functions of the employee’s position;
   e. Because of a qualifying exigency arising out of the fact that an employee’s spouse, son or daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or
   f. Because the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.

2. The school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family relationship.

3. Medical certification.
   a. When required:
      i. Employees shall be required to present medical certification of the employee’s serious health condition and inability to perform the essential functions of the job;
      ii. Employees shall be required to present medical certification of the family member’s serious health condition and that it is medically necessary for the employee to take leave to care for the family member; and/or
      iii. Employees may be required to present certification of the call to active duty when taking military family and medical leave.
   b. Employee’s medical certification responsibilities:
      i. The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition;
      ii. The school district may require the employee to obtain a second certification by a health care provider chosen by and paid for by the school district if the school district has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the school district on a regular basis;
      iii. If the second health care provider disagrees with the first health care provider, then the school district may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the school district and paid for by the school district. This certification or lack of certification is binding upon both the employee and the school district.
   c. Medical certification will be required fifteen (15) days after family and medical leave begins unless it is impracticable to do so. The school district may request recertification every thirty (30) days. Recertification must be submitted within fifteen (15) days of the school district’s request.
   d. Employees taking military caregiver family and medical leave to care for a family service member cannot be required to obtain a second opinion or to provide recertification.
   e. Family and medical leave requested for the serious health condition of the employee or to care for a family member with a serious health condition which is not supported by medical certification will be denied until such certification is provided.
   f. An employee who fails to complete and return all necessary Family and Medical Leave Act documentation may have the leave designated by administration as approved family and medical leave, provided the leave is such that would be covered as approved family and medical leave.
E. Entitlement.
1. Employees are entitled to twelve (12) weeks unpaid family and medical leave per year. Employees taking military caregiver family and medical leave to care for a family service member are entitled to twenty-six (26) weeks of unpaid family and medical leave but only in a single twelve (12) month period.
2. Year is defined as a “rolling” twelve (12) month period measured backward from the date of any FMLA leave usage.
3. If insufficient leave is available, the school district may:
   a. Deny the leave if entitlement is exhausted;
   b. Award leave available; and/or
   c. Award leave in accordance with other provisions of board policy or the collective bargaining agreement.

F. Type of Leave Requested.
1. Continuous - employee will not report to work for set number of days or weeks
2. Intermittent - employee requests family and medical leave for separate periods of time.
   a. Intermittent family and medical leave is available for:
      i. the birth or adoption of the employee’s child, foster care placement subject to agreement by the district;
      ii. the employee or the employee’s parent or child, when medically necessary, is suffering from a serious health condition;
      iii. a qualifying exigency arising out of the fact that the employee’s spouse, the employee’s son or daughter, the employee’s parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; and/or
      iv. the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.
   b. In the case of foreseeable intermittent leave, the employee must schedule the leave to minimize disruption to the school district operation.
   c. During the period of foreseeable intermittent leave, the school district may move the employee to an alternative position with equivalent pay and benefits. (For instructional employees, see G below.)
3. Reduced work schedule - employee requests a reduction in the employee’s regular work schedule.
   a. Reduced work schedule family and medical leave is available for:
      i. the birth or adoption of the employee’s child, foster care placement subject to agreement by the district;
      ii. the employee or the employee’s parent or child, when medically necessary, is suffering from a serious health condition;
      iii. a qualifying exigency arising out of the fact that the employee’s spouse, the employee’s son or daughter, the employee’s parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; and/or
      iv. the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.
   b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.
   c. During the period of foreseeable reduced work schedule leave, the school district may move the employee to an alternative position with equivalent pay and benefits. (For instructional employees, see G below.)
G. Special Rules for Instructional Employees.
1. Definition - an instructional employee is one whose principal function is to teach and instruct students in a class, a small group or an individual setting. This includes, but is not limited to, teachers, coaches, driver’s education instructors and special education assistants.
2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent (20%) of the work days in the leave period may be required to:
   a. Take leave for the entire period or periods of the planned medical treatment; or
   b. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.
3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter or spring break.
   a. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last at least three weeks and the employee would return to work during the last three weeks of the semester if the leave was not continued.
   b. If the employee begins family and medical leave for a purpose other than the employee’s own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks and the employee would return to work during the last two weeks of the semester.
   c. If the employee begins family and medical leave for a purpose other than the employee’s own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
4. The entire period of leave taken under the special rules is credited as family and medical leave. The school district will continue to fulfill the school district’s family and medical leave responsibilities and obligations, including the obligation to continue the employee’s health insurance and other benefits, if an instructional employee’s family and medical leave entitlement ends before the involuntary leave period expires.

H. Employee responsibilities while on family and medical leave.
1. Employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless employee elects not to continue the benefits while on FMLA leave.
2. The employee contribution payments will be deducted from any money owed to the employee or the employee will reimburse the school district by delivery of cash or check to the employer’s business office by the first day of the month in which premiums are due to the carrier.
3. An employee who fails to make the health care contribution payments within thirty (30) days after they are due will be notified that their coverage may be canceled if payment is not received within an additional fifteen (15) days.
4. An employee may be asked to re-certify the medical necessity of family and medical leave for the serious medical condition of an employee or family member once every thirty (30) days and return the certification within fifteen (15) days of the request.
5. The employee must notify the school district of the employee’s intent to return to work at least once each month during their leave and at least two (2) weeks prior to the conclusion of the family and medical leave.
6. If an employee intends not to return to work, the employee must immediately notify the school district, in writing, of the employee’s intent not to return. The school district will cease benefits upon receipt of this notification.
I. **Use of paid leave for family and medical leave.**

1. The district may require, or an employee may request, their unpaid family and medical leave run concurrently with applicable paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement, as outlined in the family and medical leave administrative rules. When the district determines that paid leave is being taken for an FMLA reason, the district will notify the employee within two (2) business days that the paid leave will be counted as FMLA leave.

2. The district may require, or an employee may request, to run concurrently paid sick and/or personal leave with unpaid FMLA leave for the serious health condition of the employee only. Upon the expiration of paid leave, the FMLA leave for the serious health condition of the employee is unpaid.

3. The district may require, or an employee may request, to run concurrently paid family sick leave and personal leave with unpaid FMLA leave for the serious health condition of an employee’s family member. Upon the expiration of paid leave, the FMLA leave for the serious health condition of an employee’s family member is unpaid.

4. The district may require or an employee may request to run concurrently paid sick leave/family illness leave with their unpaid FMLA leave for the birth of their child as follows: a mother may run concurrently her available paid sick leave for so long as her health care provider certifies that she is unable to perform the essential functions of her job/has a serious health condition; a mother may run concurrently her available paid family illness leave for so long as a health care provider certifies that her newborn infant has a serious health condition; and a spouse may run concurrently his/her available paid family illness leave for so long as a health care provider certifies that the employee is needed to care for the mother who has a serious health condition or child who has a serious health condition. Upon the expiration of paid leave, the FMLA leave for the birth of a child or for the placement of a child for adoption or foster care is unpaid.

5. The district may require, or an employee may request, to run concurrently available paid personal leave with their unpaid FMLA leave for the birth of their child or for placement with the employee of a child for adoption or foster care. Upon the expiration of paid leave, the FMLA leave for the birth of a child or for the placement of a child for adoption or foster care is unpaid.
Family and Medical Leave Definitions

Active Duty - duty under a call or order to active duty under a provision of law referring to in section 101(a)(13) of title 10, U.S. Code.

Common Law Marriage - according to Iowa law, common law marriages exist when there is a present intent by the two parties to be married, continuous cohabitation, and a public declaration that the parties are husband and wife. There is no time factor that needs to be met for there to be a common law marriage.

Contingency Operation - has the same meaning given such term in section 101(a)(13) of title 10, U.S. Code.

Continuing Treatment - a serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
  - treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or
  - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
  - requires periodic visits for treatment by a health care provider or by a nurse or physician’s assistant under direct supervision of a health care provider;
  - continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer’s, a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

Covered Servicemember - a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Eligible Employee - the district has more than 50 employees on the payroll at the time leave is requested. The employee has worked for the district for at least twelve months and has worked at least 1250 hours within the previous year.

Essential Functions of the Job - those functions which are fundamental to the performance of the job. It does not include marginal functions.
Employment Benefits - all benefits provided or made available to employees by an employer, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions, regardless of whether such benefits are provided by a practice or written policy of an employer or through an “employee benefit plan.”

Family Member - individuals who meet the definition of son, daughter, spouse or parent.

Group Health Plan - any plan of, or contributed to by, an employer (including a self-insured plan) to provide health care (directly or otherwise) to the employer’s employees, former employees, or the families of such employees or former employees.

Health Care Provider -

- A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices; or
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X ray to exist) authorized to practice in the state and performing within the scope of their practice as defined under state law; and
- Nurse practitioners and nurse-midwives, and clinical social workers who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law; and
- Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts;
- Any health care provider from whom an employer or a group health plan’s benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits;
- A health care provider as defined above who practices in a country other than the United States who is licensed to practice in accordance with the laws and regulations of that country.

In Loco Parentis - individuals who had or have day-to-day responsibilities for the care and financial support of a child not their biological child or who had the responsibility for an employee when the employee was a child.

Incapable of Self-Care - that the individual requires active assistance or supervision to provide daily self-care in several of the “activities of daily living” or “ADLs.” Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

Instructional Employee - an employee employed principally in an instructional capacity by an educational agency or school whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actual teaching or instructing, nor auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

Intermittent Leave - leave taken in separate periods of time due to a single illness or injury, rather than for one continuous period of time, and may include leave or periods from an hour or more to several weeks.

Medically Necessary - certification for medical necessity is the same as certification for serious health condition.

“Needed to Care For” - the medical certification that an employee is “needed to care for” a family member encompasses both physical and psychological care. For example, where, because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic or nutritional needs or safety or is unable to transport himself or herself to medical treatment. It also includes situations where the employee may be needed to fill in for others who are caring for the family member or to make arrangements for changes in care.

Next of Kin - an individual’s nearest blood relative
Outpatient Status - the status of a member of the Armed Forces assigned to one of the following:
- either a military medical treatment facility as an outpatient; or,
- a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

Parent - a biological parent or an individual who stands in loco parentis to a child or stood in loco parentis to an employee when the employee was a child. Parent does not include parent-in-law.

Physical or Mental Disability - a physical or mental impairment that substantially limits one or more of the major life activities of an individual.

Reduced Leave Schedule - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of an employee.

Serious Health Condition - An illness, injury, impairment, or physical or mental condition that involves:
- Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from), or any subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes:
  - A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days, including any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - Treatment two or more times by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders or, or on referral by, a health care provider; or
    - Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
  - Any period of incapacity due to pregnancy or for prenatal care.
  - Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
    - Requires periodic visits for treatment by a health care provider or by a nurse or physician’s assistant under direct supervision of a health care provider;
    - Continues over an extended period of time (including recurring episodes of a single underlying condition); and,
    - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
  - A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer’s a severe stroke or the terminal stages of a disease.
  - Any period of absence to receive multiple treatments (including any period of recovery from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).
Treatment for purposes of this definition includes, but is not limited to, examinations to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical examinations, eye examinations or dental examinations. Under this definition, a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.

Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on referral by a health care provider. On the other hand, absence because of the employee’s use of the substance, rather than for treatment, does not qualify for FMLA leave.

Absence attributable to incapacity under this definition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee’s health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

**Serious Injury or Illness** - an injury or illness incurred by a member of the Armed forces, including the National Guard or Reserves in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

**Son or daughter** - a biological child, adopted child, foster child, stepchild, legal ward, or a child of a person standing in loco parentis. The child must be under age 18 or, if over 18, incapable of self-care because of a mental or physical disability.

**Spouse** - a husband or wife recognized by Iowa law including common law marriages.
VOLUNTARY RETIREMENT INCENTIVE PROGRAM
LICENSED TEACHING/NURSING STAFF

SECTION A: Program for 2018-2019 School Year

PURPOSE
To assist qualified long-term teacher/nurses transition from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year’s needs and the financial climate of the District.

ELIGIBILITY**
Eligible employees must attain fifty-five (55) years of age prior to July 1, 2019 and have been actively employed by the District for at least twenty (20) years in a full or part-time capacity. (If District service in this employee group was at least five (5) years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Employees who are age fifty-four (54) and who will turn age fifty-five (55) after July 1, 2019 and on or before December 31, 2019 may request an unpaid, extended leave of absence for the portion of the 2019-2020 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2018-19. (The Teacher/Nurse will be considered to have voluntarily resigned and the Teacher/Nurse’s continuing contract will be terminated as of the end of the 2018-19 school year, or, if taking an extended, unpaid leave of absence to start the 2019-2020 school year, as of the date he/she turns fifty-five (55).)

APPLICATION
Interested employees may apply by filing a written application with the Superintendent/designee after June 30, 2018 and on or before February 1, 2019 and retiring by June 30, 2019.

DEFINITIONS
Teacher/Nurse:
A "Teacher/Nurse" is defined as any licensed teacher/nurses of the District who are covered by the Master Contract between the District and the Cedar Rapids Education Association.

Years of Service:
A fiscal year of July 1 through June 30 will be used to calculate years of service. A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence. Part-time years of service shall be recognized as full years of service for determining eligibility. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service.) Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive.) A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full-time extended unpaid leave of absence.

INSURANCE
A retiree may elect to participate in the District’s group hospital/medical and drug insurance plan covering regular licensed teaching staff for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2019, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in subparagraph 3.a. and 3.b.) of the Voluntary Retirement Incentive Program. The types and amounts
of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular teaching/nursing staff excluding dental coverage. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the teacher/nurse reimburse the District for the insurance contributions made under the Voluntary Retirement Incentive Program. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

If the retiree dies prior to the end of one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree’s spouse or partner and/or dependent(s) may elect to continue without interruption in the group insurance continuation program, with single or one (1) plus (+) one child(ren) coverage, for the balance of up to a sixty (60) month period (as offered by the Metro Interagency Insurance Program guidelines) plus an additional coverage period of thirty-six (36) months (as required by COBRA guidelines), or until the spouse or partner and/or dependent becomes eligible for federal Medicare insurance coverage, whichever is earlier, under the same terms and conditions referred to in subparagraph 3(a) above.

The District’s group term life insurance provider allows a retiree to apply for conversion or porting of the District paid basic group term life insurance coverage that is in place at the time of retirement subject to the terms and conditions of the policy. For continued coverage, the teacher/nurse is required to apply for conversion or porting within thirty (30) days after the District group term life insurance coverage ends. The premium amount for the converted or ported coverage is at the expense of the teacher/nurse and is subject to adjustment by the life insurance provider as it will not be part of a group plan.

The District’s term life insurance provider allows a retiree to continue to participate in the basic term life insurance coverage that was formerly paid by the District under the provider’s guidelines. The teacher/nurse will be obligated to convert the group term basic life coverage to individual term life within thirty (30) days after District group coverage ends. The premium amount for this coverage is subject to adjustment upon the teacher/nurse’s retirement as it will not be part of a group plan.

**INCENTIVE PAYMENT**

An eligible teacher/nurse, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent pay using the teacher/nurse’s last full year’s salary. (Which represents approximately 105 per diem days.) In applying these provisions, a teacher/nurse’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

**WELLNESS PAYMENT**

The teacher/nurse shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the negotiated agreements beginning in 2003-04. Per this negotiated agreement provision, beginning as of July 1, 2003, teacher/nurses were/shall be eligible to receive an additional payment contributed to their voluntary incentive amount, above the base level amount maximum of 105 days, up to a maximum amount of 80 per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.
Wellness Benefit Calculation Chart

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In applying these provisions, a teacher/nurse’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last year of employment and shall not include any additional compensation for extra-curricular activities.

For the District’s Voluntary Retirement Incentive Program covering Administrative Staff, see Board Policy 509. For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

SECTION B A: Program for 2019-2020 School Year

PURPOSE

To assist qualified long-term teacher/nurses transition from public service to retirement and to provide a strategy to control District costs by tailoring incentives to a current year’s needs and the financial climate of the District.

ELIGIBILITY**

Eligible employees must attain fifty-five (55) years of age prior to July 1, 2020 and have been actively employed by the District for at least twenty (20) years in a full or part-time capacity. (For employees hired on or before June 30, 2019, if District service in this employee group was at least five (5) years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group from which they are retiring. Employees hired on or after July 1, 2019, the pro-rated benefit is not offered.) Employees who are age fifty-four (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-2020 (The Teacher/Nurse will be considered to have voluntarily resigned and the Teacher/Nurse’s continuing contract will be terminated as of the end of the 2019-2020 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55). )

APPLICATION

Interested employees may apply by filing a written application with the Superintendent/designee after June 30, 2019 and on or before February 1, 2020 and retiring by June 30, 2020.

DEFINITIONS

Teacher/Nurse:

A "Teacher/Nurse" is defined as any licensed teacher/nurses of the District who are covered by the Master Contract between the District and the Cedar Rapids Education Association.
Years of Service:
A fiscal year of July 1 through June 30 will be used to calculate years of service. A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. Part-time years of service shall be recognized as full years of service for determining eligibility. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service). Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive. A teacher/nurse will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence.

INSURANCE

A retiree may elect to participate in the District’s group hospital/medical and drug insurance plan covering regular licensed teaching staff for a period of one hundred-twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2020, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in subparagraph 3.a. and 3.b.) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular teaching/nursing staff excluding dental coverage. Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the teacher/nurse reimburse the District for the insurance contributions made under the Voluntary Retirement Incentive Program. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

If the retiree dies prior to the end of one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree’s spouse or partner and/or dependent(s) may elect to continue without interruption in the group insurance continuation program, with single or one (1) plus (+) child(ren) coverage, for the balance of up to a sixty (60) month period (as offered by the Metro Interagency Insurance Program guidelines) plus an additional coverage period of thirty-six (36) months (as required by COBRA guidelines), or until the spouse or partner and/or dependent becomes eligible for federal Medicare insurance coverage, whichever is earlier, under the same terms and conditions referred to in subparagraph 3(a) above.

The District’s group term life insurance provider allows a retiree to apply for conversion or porting of the District paid basic group term life insurance coverage that is in place at the time of retirement subject to the terms and conditions of the policy. For continued coverage, the teacher/nurse is required to apply for conversion or porting within thirty (30) days after the District group term life insurance coverage ends. The premium amount for the converted or ported coverage is at the expense of the teacher/nurse and is subject to adjustment by the life insurance provider as it will not be part of a group plan.

The District’s term life insurance provider allows a retiree to continue to participate in the basic term life insurance coverage that was formerly paid by the District under the provider’s guidelines. The teacher/nurse will be obligated to convert the group term basic life coverage to individual term life within thirty (30) days after District group coverage ends. The premium amount for this coverage is subject to adjustment upon the teacher/nurse’s retirement as it will not be part of a group plan.
INCENTIVE PAYMENT

An eligible teacher/nurse, upon Voluntary Retirement, shall receive as Voluntary Retirement pay an amount representing fifty-five percent pay using the teacher/nurse’s last full year’s salary. (Which represents approximately 105 per diem days.) In applying these provisions, a teacher/nurse’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities. For this calculation, the teacher/nurse will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District on behalf of the retiree directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed into the tax-sheltered vehicle beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.

WELLNESS PAYMENT

The teacher/nurse shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the negotiated agreements beginning in 2003-04. Per this negotiated agreement provision, beginning as of July 1, 2003, teacher/nurses were/shall be eligible to receive an additional payment contributed to their voluntary incentive amount, above the base level amount maximum of 105 days, up to a maximum amount of 80 per diem days. There will be no credit for unused personal illness leave prior to July 1, 2003.

Wellness Benefit Calculation Chart

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In applying these provisions, a teacher/nurse’s Wellness Incentive lump sum payment shall be based upon the regular hourly rate of pay in the last year of employment and shall not include any additional compensation for extra-curricular activities.

For the District’s Voluntary Retirement Incentive Program covering Administrative Staff, see Board Policy 509. For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

Approved:  02-27-06
Revised: 11-17-06
01-14-08
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Licensed Teaching Staff Voluntary Retirement Incentive Program

SECTION A: Program for 2018-2019 School Year

In implementing the Licensed Teaching Staff Voluntary Retirement Incentive Program, eligible Teachers/Nurses will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Teacher/Nurses to make application to retire per the program.

Teacher/Nurses will be required to request to be included in the Licensed Teaching Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the Teacher/Nurse ineligible for the program. When a Teacher/Nurse is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/he will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Teacher/Nurse sign a statement indicating his/her awareness of the said parameters and benefits.

Members of the Salary Non-Administrative Meet and Confer (Table D) workgroup who are assigned to work an employment contract that is less than two hundred fifty-nine (259) days in length shall have the opportunity to receive the Voluntary Retirement Incentive program described in REG 508.

Requests to be considered for eligibility in the Licensed Teaching Staff Voluntary Retirement Incentive Program shall be submitted in writing by the Teacher/Nurse to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2018-19 Voluntary Retirement Incentive Program benefits, a Teacher/nurse must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2018-19 school year. However, teachers/nurses who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2019 and on or before December 31, 2019 may request an unpaid, extended leave of absence for the portion of the 2019-20 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2018-19. However, in this case, the teacher/nurse’s 2018-19 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2019 may NOT request an unpaid, extended leave of absence for any or all of the 2019-20 school year and remain eligible for a 2018-19 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Teachers/nurses after May 2019 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2019.

SECTION B: Program for 2019-2020 School Year

In implementing the Licensed Teaching Staff Voluntary Retirement Incentive Program, eligible Teachers/Nurses will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Teacher/Nurses to make application to retire per the program.

Teacher/Nurses will be required to request to be included in the Licensed Teaching Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the Teacher/Nurse ineligible for the program. When a Teacher/Nurse is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/he will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Teacher/Nurse sign a statement indicating his/her awareness of the said parameters and benefits.
Requests to be considered for eligibility in the Licensed Teaching Staff Voluntary Retirement Incentive Program shall be submitted in writing by the Teacher/Nurse to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2019-20 Voluntary Retirement Incentive Program benefits, a Teacher/nurse must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2019-20 school year. However, teachers/nurses who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-21 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. However, in this case, the teacher/nurse’s 2019-20 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2020 may NOT request an unpaid, extended leave of absence for any or all of the 2020-21 school year and remain eligible for a 2019-20 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Teachers/nurses after May, 2020 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June, 2020.

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Revised: 11-17-06
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VOLUNTARY RETIREMENT INCENTIVE PROGRAM
ADMINISTRATIVE STAFF

SECTION A: Program for 2018-2019 School Year

PURPOSE:

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

The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

ELIGIBILITY:

To be eligible for the Voluntary Retirement Incentive Program, an Administrator, prior to July 1, 2019, must have attained at least fifty-five (55) years of age and been employed by the district for at least twenty (20) years. (If District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group.) Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30th, 2018 and on or before December 31st, 2018 may request an unpaid, extended leave of absence for the portion of the 2019-2020 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2018-19. An Administrator may retire with Voluntary Retirement benefits prior to the minimum requirement on a pro-rated basis provided he/she is at least fifty-five (55) years of age upon approval from the Superintendent and Board of Education. In this case, the Voluntary Retirement lump sum pay and the District’s dollar contribution toward life and accidental death and dismemberment insurance shall be pro-rated using a calculation of the full benefit times a fraction calculated by using his/her years of service as the numerator and twenty (20) as the denominator. Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service. Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive). A fiscal year of July 1 through June 30 will be used to calculate years of service.

DEFINITIONS:

ADMINISTRATOR: An “Administrator” is defined as any licensed or non-licensed employee who is covered by the Meet and Confer Agreement between the District and the Executive Council.

APPLICATION:

This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2018 and on or before February 1st, 2019 and retiring by June 30, 2019.

INSURANCE:

The district’s contribution toward health insurance premiums shall be provided as described below:

Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid.
If, however, a retiree has been a primary participant in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District contribution toward the District’s group hospital/medical and drug insurance plan for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2019, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion.

The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular full-time Administrative staff excluding dental coverage. Either a fully-qualified or partially qualified administrator who has been awarded participation in the voluntary retirement incentive program shall be eligible receive a District contribution to the employee’s group health insurance, however, the amount may be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE).

Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the fifteenth (15th) day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

For Administrators employed in the District as Administrators on or prior to June 30, 2006, the District shall, during the continuation of this benefit, pay up to $1,211.12 per month toward health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. This contribution shall be pro-rated as described above for those who do not meet full length of service eligibility requirements. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and, if the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two years prior to the employee’s retirement, that of his/her spouse or partner and/or dependent(s) in the plan and in the amount/type of coverage of his/her own choosing. The retiree shall pay any and all additional cost for coverage for himself/herself and his/her spouse or partner and/or dependent(s) beyond the District’s contribution per month.

Upon Voluntary Retirement, shall receive, at the District’s expense, one hundred thousand dollars ($100,000) term life insurance coverage and accidental death and dismemberment benefit insurance coverage of one hundred thousand dollars ($100,000): 1. for thirty-six (36) months OR 2. until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy OR 3. until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program, whichever is earliest.

For Administrators employed in the District as Administrators on or after July 1st, 2006, the District shall, during the continuation of this benefit, pay up to $435 per month toward health coverage up to a maximum of ten (10) years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. If the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two years prior to the employee’s retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense.

If the retiree dies prior to the end of the ten (10) year period, the employee’s spouse/partner and/or dependents may, per Iowa code 509, continue to participate in the District’s group health insurance program until the spouse/partner...
becomes eligible for Medicare or Medicaid at his/her own expense. If the retiree was receiving a District contribution toward his/her health insurance program upon his/her death, the District shall, for up to sixty (60) months, continue to pay toward the cost of the group health insurance coverage on behalf of the employee’s spouse or partner and/or dependent(s) the same dollar contribution as was afforded the retiree.

INCENTIVE PAYMENT:

An eligible employee, upon Voluntary Retirement, shall receive as Voluntary Retirement pay one of the following:

For Administrators employed in the District as Administrators before July 1, 2000: an amount representing two hundred sixty (260) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2000 but prior to July 1, 2006: an amount representing one hundred and ninety-five (195) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2006 but prior to July 1, 2007: an amount representing one hundred fifty (150) days’ pay.

For Administrators employed in the District as Administrators on or after July 1, 2007: an amount representing 55% of their current salary (equates to 143 days’ pay).

This lump sum payment will be contributed by the District directly into a District-sponsored and District-selected 401(a) or 403(b) tax-sheltered vehicle in four (4) equal annual installments, subject to all applicable District and legal restrictions and limitations. The separation pay shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money. In applying these provisions, an employee who is eligible under subsection 2 above shall have his/her payment pro-rated per subsection 2 above. Also, if eligible per either subsection 1 or 2, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall include the daily rate of pay as provided in his/her base salary for the regular school year and shall not include any compensation for extra-curricular activities, extended employment, or other additional compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial-time extended unpaid leave of absence.

WELLNESS INCENTIVE PAYMENT:

The employee shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2003-04. Beginning as of July 1, 2003, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2002-04 only and any personal/family illness leave unused prior to the start of the program in 2003-04 shall not be credited to the Wellness Benefit.

Wellness Benefit Calculation Chart

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

For the District’s Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.

SECTION B/A: Program for 2019-2020 School Year

PURPOSE:

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

The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver.

ELIGIBILITY:

To be eligible for the Voluntary Retirement Incentive Program, an Administrator, prior to July 1, 2020, must have attained at least fifty-five (55) years of age and been employed by the district for at least twenty (20) years. (For employees hired on or before June 30, 2019, if District service in this employee group was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service in the employee group. Employees hired on or after July 1, 2019, the pro-rated benefit will not be offered.) Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2019 and on or before December 31, 2019 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-2020. An Administrator may retire with Voluntary Retirement benefits prior to the minimum requirement on a pro-rated basis provided he/she is at least fifty-five (55) years of age upon approval from the Superintendent and Board of Education. In this case, the Voluntary Retirement lump sum pay and the District’s dollar contribution toward life and accidental death and dismemberment insurance shall be pro-rated using a calculation of the full benefit times a fraction calculated by using his/her years of service as the numerator and twenty (20) as the denominator. Part-time years of service shall be recognized as full years of service for determining eligibility. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. However, the total of unused sick leave and expired sick leave benefit days may be used to count as years of service (190 excess benefit days equals one year of service. Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account and called expired sick leave days for purposes of the retirement incentive). A fiscal year of July 1 through June 30 will be used to calculate years of service.

DEFINITIONS:

ADMINISTRATOR: An “Administrator” is defined as any licensed or non-licensed employee who is covered by the Meet and Confer Agreement between the District and the Executive Council.

APPLICATION:

This offer for retirement benefits is only effective for those filing a written application with the Superintendent after June 30, 2019 and on or before February 1st, 2020 and retiring by June 30, 2020.
INSURANCE:

The district’s contribution toward health insurance premiums shall be provided as described below:

Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid.

If, however, a retiree has been a primary participant in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree will receive the below identified District contribution toward the District’s group hospital/medical and drug insurance plan for a period of one hundred twenty (120) months immediately following retirement, through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2020, any state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion.

The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular full-time Administrative staff excluding dental coverage. Either a fully-qualified or partially qualified administrator who has been awarded participation in the voluntary retirement incentive program shall be eligible receive a District contribution to the employee’s group health insurance, however, the amount may be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE).

Failure on the part of the retiree to make payment to the District of the retiree’s contribution toward the cost of the insurance coverage not later than the fifteenth (15th) day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage. It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in: a. cancellation of the insurance; b. loss of coverage; and, c. the District will require the employee reimburse the District for the insurance contributions. Retirees will not be afforded the opportunity to participate in the District dental insurance program.

For Administrators employed in the District as Administrators on or prior to June 30, 2006, the District shall, during the continuation of this benefit, pay up to $1,211.12 per month toward health coverage up to a maximum of ten (10) calendar years immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. This contribution shall be pro-rated as described above for those who do not meet full length of service eligibility requirements. The retiree may use this District health insurance contribution to pay for his/her health insurance coverage and, if the spouse or partner and/or dependent(s) has/have been in the District health program for the entire two years prior to the employee’s retirement, that of his/her spouse or partner and/or dependent(s) in the plan and in the amount/type of coverage of his/her own choosing. The retiree shall pay any and all additional cost for coverage for himself/herself and his/her spouse or partner and/or dependent(s) beyond the District’s contribution per month.

For Administrators employed in the District as Administrators on or prior to June 30, 2006, the District shall, during the continuation of this benefit, pay up to $435 per month toward health coverage up to a maximum of ten (10) years
immediately following retirement, or until retiree becomes eligible for federal Medicare insurance coverage, or until the retiree dies, or until the retiree accepts employment that offers health care coverage, whichever occurs earliest. If the spouse’s or partner and/or dependent(s) has/have been in the District health program for the entire four (4) years prior to the employee’s retirement, the retiree may continue coverage of his/her spouse or partner and/or dependent(s) at his/her own expense.

If the retiree dies prior to the end of the ten (10) year period, the employee’s spouse/partner and/or dependents may, per Iowa code 509, continue to participate in the District’s group health insurance program until the spouse/partner becomes eligible for Medicare or Medicaid at his/her own expense. If the retiree was receiving a District contribution toward his/her health insurance program upon his/her death, the District shall, for up to sixty (60) months, continue to pay toward the cost of the group health insurance coverage on behalf of the employee’s spouse or partner and/or dependent(s) the same dollar contribution as was afforded the retiree.

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An eligible employee, upon Voluntary Retirement, shall receive as Voluntary Retirement pay one of the following:

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For Administrators employed in the District as Administrators on or after July 1, 2000 but prior to July 1, 2006: an amount representing one hundred and ninety-five (195) days’ pay.

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**WELLNESS INCENTIVE PAYMENT:**

The employee shall be paid for any days accumulated under the Wellness Incentive per the schedule outlined in the Meet and Confer agreements beginning in 2003-04. Beginning as of July 1, 2003, employees shall be eligible to receive an additional payment contributed to their severance/early retirement award, above the base level amount, up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of the 2003-04 only and any personal/family illness leave unused prior to the start of the program in 2003-04 shall not be credited to the Wellness Benefit.
Wellness Benefit Calculation Chart

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For the District’s Voluntary Retirement Incentive Program covering Licensed Teaching Staff, see Board Policy 508. For the District’s Voluntary Retirement Incentive Program Support Staff personnel, see Board Policy 510.
Administrative Staff Voluntary Retirement Incentive Program

SECTION A: Program for 2018-2019 School Year

In implementing the Administrative Staff Voluntary Retirement Incentive Program, eligible Administrators will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Administrators to make application to retire per the program.

Administrators will be required to request to be included in the Administrative Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete the application prior to the application deadline will constitute a failure to make application and will make the Administrator ineligible for the program. When an Administrator is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/her will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Administrator sign a statement indicating his/her awareness of the said parameters and benefits.

Requests to be considered for eligibility in the Administrative Staff Voluntary Retirement Incentive Program shall be submitted by the Administrator to the District’s Human Resources Office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.

In order to be eligible for 2018-19 Voluntary Retirement Incentive Program benefits, an Administrator must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2018-19 school year. However, Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2019 and on or before December 31, 2019 may request an unpaid, extended leave of absence for the portion of the 2019-20 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2018-19. However, in this case, the Administrator’s 2018-19 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2019 may NOT request an unpaid, extended leave of absence for any or all of the 2019-20 school year and remain eligible for a 2018-19 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Administrators after May 2019 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2019.

SECTION B. A: Program for 2019-2020 School Year

In implementing the Administrative Staff Voluntary Retirement Incentive Program, eligible Administrators will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for Administrators to make application to retire per the program.

Administrators will be required to request to be included in the Administrative Staff Voluntary Retirement Incentive Program by completing an application. Failure to fully and in good faith complete the application prior to the application deadline will constitute a failure to make application and will make the Administrator ineligible for the program. When an Administrator is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, his/her will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the Administrator sign a statement indicating his/her awareness of the said parameters and benefits.

Requests to be considered for eligibility in the Administrative Staff Voluntary Retirement Incentive Program shall be submitted by the Administrator to the District’s Human Resources Office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date.
In order to be eligible for 2019-20 Voluntary Retirement Incentive Program benefits, an Administrator must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave) for the entire 2019-20 school year. However, Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-21 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. However, in this case, the Administrator’s 2019-20 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Administrators who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2020 may NOT request an unpaid, extended leave of absence for any or all of the 2020-21 school year and remain eligible for a 2019-20 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted for Administrators after May, 2020 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June, 2020.
VOLUNTARY RETIREMENT INCENTIVE PROGRAM

Section B: Program for 2020-2021 School Year - NOTE: Policy 508 & 509 are merged into Policy 510

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

ELIGIBILITY
The Voluntary Retirement Incentive Program described herein applies to employees retiring as of June 30, 2021. The 2019-20 Program will terminate after such date. The Program is activated annually at the discretion of the Board of Directors. It shall be the Board’s intent to consider the activation or non-activation of a Voluntary Retirement Incentive Program for eligible staff who retire between July 1, 2020 and June 30, 2021, and the nature and scope of such program, prior to December 15, 2020. The District does not guarantee that this Program or any other form of early retirement benefit plan will be available for retirements in the future. The District reserves the right to waive any requirement or condition of this policy at its sole discretion and at any time. Any decision by the District to waive a requirement or condition that is part of this policy shall not establish any precedent with regard to future requests for waiver. The District also reserves the right to determine whether any retirement benefits will be made available in a given year, and, if so, to determine how many employees will be granted benefits. The District expressly reserves the right to reject for any reason any application for retirement benefits. The District’s Voluntary Retirement Incentive Program is available to eligible members of the District staff as hereinafter set forth under the SCHEDULE OF BENEFITS BY WORKGROUP section.

To be eligible for the Voluntary Retirement Incentive Program, an eligible employee prior to July 1, 2021, must have attained at least fifty-five (55) years of age, been employed by the District for at least twenty (20) years in a full-time or part-time capacity in the same workgroup from which they are retiring. (For employees hired on or before June 30, 2019, if District service in the same workgroup from which they are retiring was at least 5 years but less than twenty (20) years, the benefit will be pro-rated to the years of service. For employees hired on or after July 1, 2019, the pro-rated benefit is not offered.

A fiscal year of July 1 through June 30 will be used to calculate years of service. A year of service shall be recognized so long as the employee has worked at least 50% of the contract days per their workgroup calendar in a given fiscal year. Only continuous years of service in the same workgroup shall be counted for purposes of determining a benefit under this policy; years of service prior to a break in service are not eligible for calculating a benefit under this program. An employee will not be given credit for years of service for the year(s) in which he/she is on full time extended unpaid leave of absence. If an employee has 19 years of service, the total of unused sick leave and expired sick leave benefit days (totaling 190 days or more) may be used to count as a year of service for a total of 20 years in calculating a benefit under this program. (Expired sick leave days are days beyond the cap that can no longer be used for sick leave but will remain in a separate account called expired sick leave days for purposes of retirement incentive.) This offer for retirement benefits is only effective for those filing an Intent to Retire with Human Resources after June 30, 2020 and by February 1, 2021 and retiring by June 30, 2021. Those retiring after June 30, 2021 will be subject to the retirement program, if any, offered for those retiring in fiscal 2022 or later years. Current employees are not eligible for retirement programs offered in previous years. Benefits for previous retirees will remain unchanged.

If an employee has received a benefit under the Voluntary Retirement Incentive Program (monetary incentive, insurance and/or wellness benefit), they shall not be eligible to receive any further benefits under the program upon re-employment by the District even though they may meet age and service guidelines under future programs.
APPLICATION
The Intent to Retire form must be submitted to Human Resources not later than February 1, 2021. If the request is approved by the Board of Education, the employee will be considered to have voluntarily resigned and the employee’s contract will be terminated as of the Board approved retirement date.

INSURANCE
Per state of Iowa code 509, employees who retire from the District while participating in the District’s group health insurance program will be allowed to continue participation at his/her own expense until eligible for Medicare or Medicaid. In order to be considered retired, the employee must be at least age 55 and have at least 5 years of service at the time of retirement. Continued participation in the group program is contingent upon approval by the insurance carrier. If, prior to June 30, 2021, a state or federal regulation and/or legal decision alters the District’s ability to limit health insurance premium contributions once a retiree becomes eligible for Medicare, the Board reserves the right to alter this portion (any or all benefits defined in this section) of the Voluntary Retirement Incentive Program. The types and amounts of coverage to be provided to retirees shall be identical to the types and amounts of coverage in effect from year to year for regular staff excluding dental coverage.

Failure on the part of the retiree to make payment to the District toward the cost of the insurance coverage not later than the 15th day of the month preceding the month for which the premium is due will result in cancellation of the insurance and loss of coverage for the covered retiree and, if covered, the spouse or partner and/or dependent(s). It is each retiree’s duty and obligation to inform the Cedar Rapids Community Schools if he/she secures other employment that offers a health insurance program, even if the retiree chooses NOT to enroll in the new employer’s health insurance program. Failure to adhere to this duty and obligation may result in a) cancellation of the insurance, b) loss of coverage, and, c) requiring the retiree to reimburse the District for the insurance contributions.

If a retiree has been a primary participant (not as a dependent) in the District’s group health insurance program in his/her entire last four (4) years of employment, the retiree may be eligible* to receive the District’s contribution toward the District’s group health insurance plan to the earliest of 1) one hundred twenty (120) months immediately following retirement, 2) through the end of the month prior to the month the retiree becomes eligible for federal Medicare insurance coverage due to age or disability, 3) until the retiree accepts employment that offers health coverage whether or not the coverage is elected, or 4) or until the retiree dies. The retiree may use the District health insurance contribution towards the cost for his/her health insurance coverage and that of his/her eligible spouse/partner and/or dependent(s) if they too have been covered by the District health insurance program for the entire four (4) years prior to the employee’s retirement. The District contribution towards the employee’s group health insurance shall be pro-rated based upon an average of his/her last five (5) full year’s Full Time Equivalency (FTE). Employees will be given pro-rated credit for the FTE they work during a year in which they are on a partial-time extended unpaid leave of absence. If hired prior to 7/1/2019, the contribution is prorated to the number of years worked if less than 20 years of service; if hired on or after 7/1/2019, employee must have 20 years of service to be eligible for a District contribution.

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

If the retiree dies prior to the end of the one hundred twenty (120) months following retirement and before becoming eligible for Medicare coverage, the retiree’s covered spouse/partner and/or dependent(s) may, per Iowa code 509, continue to participate in the District’s group health insurance program at his/her own expense until the spouse/partner and or dependent(s) becomes eligible for Medicare or Medicaid. If the retiree was receiving a District contribution toward his/her spouse/partner and/or dependent health insurance program at the time of death, the District shall, for up to the earliest of a) sixty (60) months, or b) eligibility for Medicare coverage either due to age or disability, continue to pay toward the cost of the group health insurance coverage on behalf of the employee’s spouse/partner and/ or dependent(s) the same dollar contribution as was afforded the retiree.
Retirement Incentive Payment
An amount representing fifty-five (55%) pay using the salary in the last full year of employment in which 50% or more of the scheduled contract days were worked per the workgroup calendar.

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

Teachers/Nurses who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Teacher/Nurse will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

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

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

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

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**Retirement Incentive Payment**

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

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

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

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

**District Contribution Towards Retiree Medical**

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

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

**Wellness Payment**

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

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

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**Retirement Incentive Payment**

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

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

Table D employees who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The employee will be considered to have voluntarily resigned and employment will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

**District Contribution Towards Retiree Medical**

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

**Wellness Payment**

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

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

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CHILD CARE ASSISTANTS (TABLE E)

Retirement Incentive Payment
Does not apply.

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

Wellness Payment
Does not apply.

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

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

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

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

Wellness Payment
Does not apply.

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

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

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

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

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

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

**Wellness Payment**
Does not apply.

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

**Retirement Incentive Payment**
Does not apply.

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

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

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

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**FOOD & NUTRITION (TABLE K)**

**Retirement Incentive Payment**
Does not apply.

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

**Wellness Payment**
Does not apply.
CUSTODIANS/MAINTENANCE/PRINTING (TABLE L OR LN)

Retirement Incentive Payment
Does not apply.

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

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

Wellness Payment
Does not apply.

CARPENTERS (TABLE M)

Retirement Incentive Payment
Does not apply.

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

Wellness Payment
Does not apply.

PAINTERS (TABLE N)

Retirement Incentive Payment
Does not apply.

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

Wellness Payment
Does not apply.

TEACHER ASSOCIATES (TABLE O)

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

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

Wellness Payment
Payment shall be made for any days accumulated under the Wellness Incentive beginning in 2015-16. Beginning as of July 1, 2016, employees shall be eligible to receive a wellness payment up to a maximum amount of eighty (80) per diem days. The Wellness Benefit accumulation shall begin with credits as of 2015-16 only and any personal illness leave unused prior to the start of the program in 2015-16 shall not be credited to the Wellness Benefit.
In applying these provisions, an employee’s Wellness lump sum payment shall be based upon the regular hourly rate of pay in the last full year of employment and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements, or other compensation.

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**HEARING INTERPRETERS (TABLE Q)**

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

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

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

**Wellness Payment**  
Does not apply.

**DAYCARE DIRECTORS (TABLE R)**

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

In applying these provisions, an employee’s lump sum payment shall be pro-rated based upon an average of his/her last five (5) full years’ Full Time Equivalency (FTE) and shall be the daily rate at the time of separation as provided in the basic salary schedule for the regular school year, and shall not include any additional compensation for extra-curricular activities, extended employment, salary supplements or other compensation. Employees will be given pro-rated credit for the Full Time Equivalency (FTE) they work during a year(s) in which they are on a partial extended unpaid leave of absence. This lump sum payment will be contributed by the District directly into a District-sponsored and District selected 401(a) or 403(b) tax-sheltered vehicle in three (3) equal annual installments, subject to all applicable District and legal restrictions and limitations. The incentive payment shall be distributed beginning in November of the same year following Voluntary Retirement. At that point, it shall be owned by the retiree, who shall assume all responsibility for the money.
District Contribution Towards Retiree Medical
The District shall, during the continuation of this benefit, pay up to $435 per month toward the cost of health coverage.

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

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

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IT TECHNICIANS (TABLE S)

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

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

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

Wellness Payment
Does not apply.
TRANSPORTATION (TABLE Y)

Retirement Incentive Payment
Does not apply.

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

Wellness Payment
Does not apply.

ADMINISTRATORS (TABLE Z OR ZN)

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

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

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

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

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

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

Administrators who are age (54) and who will turn age fifty-five (55) after July 1, 2020 and on or before December 31, 2020 may request an unpaid, extended leave of absence for the portion of the 2020-2021 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2019-20. The Administrator will be considered to have voluntarily resigned and the continuing contract will be terminated as of the end of the 2019-20 school year, or, if taking an extended, unpaid leave of absence to start the 2020-2021 school year, as of the date he/she turns fifty-five (55).

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

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

**Retiree Life Insurance**
Administrators shall receive, at the District’s expense, one hundred thousand dollars ($100,000) term life and accidental death and dismemberment insurance coverage until the earliest of: 1) thirty-six (36) months, 2) until the Administrator becomes ineligible for term life insurance coverage per the provider’s policy and/or accidental death and dismemberment coverage per the provider’s policy, 3) attainment of age 65, or 4) until the Administrator secures other employment covered by a life or accidental death and dismemberment insurance program.

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

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

<table>
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<th>Personal/Family Illness days used per fiscal year</th>
<th>Days earned; prorated if FTE is less than 1</th>
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</thead>
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<tr>
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<tr>
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<td>10</td>
<td>.5</td>
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<tr>
<td>11 or more</td>
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</table>
Regulation 510.1

Staff Voluntary Retirement Incentive Program

Section B: Staff Voluntary Retirement Incentive Program NOTE: (Reg 508.1 & 509.1 are merged into Reg 510.1)

SECTION B: Program for 2020-2021 School Year

In implementing the Staff Voluntary Retirement Incentive Program, eligible employees will be informed of the program by the Human Resources Department after the Board of Directors approves said program and within a reasonable time prior to the established deadline for staff to make application to retire per the program. Employees will be required to request to be included in the Voluntary Retirement Incentive Program by completing an Intent to Retire form. Failure to fully and in good faith complete said application prior to the application deadline will constitute a failure to make application and will make the employee ineligible for the program. When an employee is declared ineligible for the program by either not completing the application or by being otherwise declared ineligible by the District, he/she will not be allowed to become eligible for that year’s program at any time in the future. The application will clearly define the parameters and benefits of the program and will require the employee to sign a statement indicating his/her awareness of the said parameters and benefits. Completed Intent to Retire forms to be considered for eligibility in the Voluntary Retirement Incentive Program shall be submitted to the District’s Human Resources office at the Educational Leadership and Support Center, 2500 Edgewood Road NW, Cedar Rapids, Iowa on or before 4:00 p.m. on the application deadline date. In order to be eligible for 2020-21 Voluntary Retirement Incentive Program benefits, an employee must be regularly and actively employed (not on extended unpaid leave of absence or on another form of extended unpaid leave*) for the entire 2020-21 school year.

*Teachers, Nurses, Administrators and Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after June 30, 2021 and on or before December 31, 2021 may request an unpaid, extended leave of absence for the portion of the 2021-22 school year prior to their birth date and remain eligible for full Voluntary Retirement Incentive Program benefits for 2020-21. However, in this case, the 2020-21 year’s salary will be applied in calculating Voluntary Retirement lump-sum payment benefits. Teachers, Nurses, Administrators or Engagement Specialists who are age fifty-four (54) and who will turn age fifty-five (55) after December 31, 2021 may NOT request an unpaid, extended leave of absence for any or all of the 2021-22 school year and remain eligible for a 2020-21 Voluntary Retirement Incentive Program. Paid or unpaid leave will not be granted after May 2021 if requested for the purpose of becoming eligible for Iowa Public Employment Retirement System benefits beginning in June 2021.
ANIMALS ON DISTRICT PREMISES

For the purposes of this policy, “District premises” refers to school buildings, vehicles, and all other District property. The District shall comply with all state and federal laws, regulations, and rules regarding the use and presence of animals.

Animals Inside Buildings
The District is dedicated to protecting the health and well-being of our students, staff, and visitors. Some animals present issues such as allergic reactions, cleanliness, and unpredictable behavior. Therefore, no unauthorized animals are allowed on District premises or vehicles outside District buildings or vehicles. The building administrator retains discretion to exclude or remove an animal from District premises.

Animals Outside of Buildings
In order to maintain a safe and healthy environment for all students, staff, and community members, the following rules apply to District premises.

- All animals on District property must be leashed and under appropriate control at all times.
- Unauthorized animals are not allowed on District athletic fields or at school events at any time, even if leashed.
- Any persons found with an unauthorized animal will be asked to remove it from the premises.
- A procedure complies with the provisions of Iowa Code 216C. As such, a person with a disability or a person training an assistance animal has the right to be accompanied by a service dog or an assistance animal under control. The person bringing an animal onto District premises must be responsible for all damage done to the premises or facility by the animal.
- While on District property, the owner must have the means to remove any waste left by the animal. The owner is responsible for immediate repair and cleanup of incidental damage caused by the animal (including digging damage). Cleanup and repairs should be thorough enough so as to generate no additional work for District staff, or inconvenience for members of the community or visitors.

Curriculum Essential Animals
Animals permitted in schools shall be limited to those necessary to support specific curriculum-related projects and activities subject to approval by the building administrator.
Taking into consideration that some animals can cause or intensify allergic reactions or other health concerns and/or cause damage and create a hazard if they escape from confinement, a Building Administrator may permit animals to be present in classrooms to support curriculum-related projects and activities only under the following conditions:

- The staff member seeking approval to have an animal in their classroom will provide current health information of the animal which includes a health certificate or report of examination from a veterinarian, when appropriate, for the animal. This indicates the animal meets state and county veterinary requirements.
- The staff member seeking approval must identify and exercise precautions deemed necessary to protect the health and safety of students, staff, and visitors.
- The staff member seeking approval must ensure that the animal is treated humanely, ensuring it is in a healthy condition, and that appropriate confinement is properly cleaned and maintained while keeping surrounding areas clean and sanitary.
- The staff member seeking approval takes all responsibility for the animal during any and all breaks from school.
- All animals shall be removed from the campus during summer break. Animals may remain during Winter and/or Spring breaks as long as appropriate arrangements for care have been made in advance by the staff member and approved by the Building Administrator.

Approved: 01-23-17
Service Animals on District Premises

A service animal is permitted to accompany an individual with a disability onto District premises, subject to this regulation, state and federal law. For purposes of this regulation, “District premises” refers to school buildings, vehicles, and all other District property.

The District shall comply with all state and federal laws, regulations and rules regarding the use of service animals by staff or students with a disability under appropriate circumstances.

DEFINITION OF SERVICE ANIMAL

This regulation applies to any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability as defined by the Americans with Disabilities Act (ADA). Service animals are working animals, not pets. The work or task that a service animal has been trained to provide must be directly related to the person’s disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

PROCEDURES/REQUIREMENTS

Use of service animals by staff or students with a qualifying disability is subject to the following procedures and requirements:

- The Superintendent/designee may ask an individual with a disability or the parent/guardian of a student with a disability if the service animal is required because of a disability. Information about the nature or extent of the disability is not required. The District may request that the individual identify and describe the work or task that the animal has been trained to perform.

- The Superintendent/designee will require documentation that the service animal is properly licensed pursuant to local animal control licensure laws, rules, or regulations, to ensure current vaccinations.

- The use of a service animal on District premises may be subject to a plan designed to introduce the service animal to the school environment, any appropriate training for staff and students regarding interaction with the service animal, and other activities or conditions deemed necessary by the District. However, an individual with a disability who uses a service animal will not be restricted from entry onto District premises prior to completion of any training/familiarization deemed appropriate.

- Service animals must be under the control of their handlers at all times. Service animals must wear proper identification and always be on a leash or other form of restraint mechanism, unless the handler is unable because of a disability to use a harness, leash, or other tether, or the use of such mechanism would interfere with the service animal’s safe, effective performance of work or tasks, in which case the service animal must otherwise be under the handler’s control (voice control, signals, or other effective means).

- It is the responsibility of the student (or, if the student is unable, the student’s parent/guardian) or staff member with a disability to be the animal’s handler. The handler must have the service animal utilize the animal waste and disposal area designated by the Superintendent/designee at all times.

- Service Animals will be allowed in District transportation vehicles only when the service animal is under the control of a properly trained handler, including while entering and exiting the vehicle.

- The District retains discretion to exclude or remove a service animal from its property if:
  - The animal is out of control and the animal’s handler does not take effective action to control the animal’s behavior.
  - The animal is not housebroken.
The animal’s presence or behavior fundamentally interferes in the functions of the District.

- The animal poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications.

**LIABILITY**

The student (parent/guardian) or staff member with a disability is liable for any damage to the District’s property, personal property, and any injuries to individuals caused by their service animal to the same extent that a non-disabled individual who caused such damage would be held liable by the District. The student (parent/guardian) or staff member with a disability who uses a service animal on District property will indemnify and hold harmless the District and its officers, employees, agents, and assigns from any such damages.

Reference: Policy 904, Procedure 904b

Approved: 02-09-15
Therapy Dogs on District Premises

A therapy dog is permitted onto District premises, subject to this procedure. For purposes of this procedure, “District premises” refers to school buildings, vehicles, and all other District property. The District shall comply with all state and federal laws, regulations and rules regarding the use of therapy dogs by staff or students under appropriate circumstances.

PURPOSE

Therapy dogs can be used to achieve specific physical, social, cognitive, and emotional goals with students. A therapy dog is trained to provide affection and comfort to students or other individuals under the direction and control of a qualified handler who works with the dog as a team. Therapy dogs are not “service animals” as defined by the Americans with Disabilities Act, 28 C.F.R. Part 35.

PROCEDURES/REQUIREMENTS

• Therapy dogs teams (dog and handler) are required to be registered with one of the following organizations: have one of the following professional certifications on file at the school:
  o Therapy Dogs International (TDI)
  o Delta Society Certification (as a therapy dog)
  o Pet Partners Therapy Animal Program
  o Cares, Inc. Assistance Dog (includes Public Access Certification)
  o AKC’s Canine Good Citizen Program (CGC)

• The dog that is brought to a school building will need to be accompanied by a trained handler who has worked with the dog during the certification process the trained handler with whom the animal is registered. The handler shall will be a District employee and/or registered District volunteer, whose role is in alignment with the purpose of the therapy dog also be certified or licensed as a professional in the State of Iowa (e.g., teacher, counselor, psychologist) and must be either a District staff member or a registered District volunteer. References regarding the handler’s certifications and/or licensure should be provided. Therapy dogs must be under the control of their handlers at all times, wear proper identification, and always be on a 4-foot leash, or shorter, or restricted by some form of containment.

• All legal liability will be assumed by the owner of the certified therapy dog.

• Requests for the use of a certified registered therapy dog will be made by the handler by completing the appropriate form and submitting it, along with necessary documentation, on an annual basis, to the Office of Learning and Leadership Building Administrator. Necessary documentation includes:
  o Completed Canine Therapy Involvement Approval Application Form
  o Current verification of registration with one of the district-approved organization
  o Statement from veterinary office confirming that all shots are up-to-date
  o Proof of vaccination and physical examination
  o Copy of Guidelines for Therapy Dog Involvement signed by the handler and building Administrator

• The dog must be clean and well-groomed with trimmed nails, clean teeth, free of internal and external parasites, and in overall good health. Any dog with a fresh wound, recent surgery or other injuries must be excused from therapy visits until fully recovered and healed. Female dogs in “season” cannot participate in therapy visits. Up-to-date inoculations and designated veterinarian information must be included.

• The handler Administrator should will work with the building Administrator to submit develop a summary of expected duties and responsibilities of both the therapy dog and the primary handler the canine therapy team to the Office of Learning and Leadership Supports.
• The owner of the dog must provide an appropriately sized crate for the dog along with an area for the dog to stay if an individual has pet allergies or significant emotional discomfort with any type of animal.

• The primary handler will be solely responsible for any clean up related to the dog ensuring compliance with state and federal regulations.

• Parents must be informed of the presence of a therapy dog in the school building to allow any concerns or questions to be raised.

• Canine therapy teams are required to renew their status with the district annually prior to the start of each school year.

• Applications and supporting documents will be kept on file in the Office of Learning and Leadership and the building(s) at which the canine therapy team provides services.

Completed Canine Therapy Involvement Approval Application Form
Current validation of registration with one of the district approved organization
Statement from veterinary office confirming that all shots are up-to-date, proof of vaccination and physical examination (annual)
Copy of Guidelines for Therapy Dog Involvement signed by the handler

• The District/Building Administrator retains discretion to exclude or remove a therapy dog from its property for any reason including but not limited to:
  • The handler does not take effective action to control the dog’s behavior.
  • The dog is not housebroken.
  • The dog’s presence or behavior fundamentally interferes in the functions of the District.
  • The dog poses a direct threat to the health or safety of others that cannot be eliminated by reasonable modifications.

Reference: Policy 904, Procedure 904a

Approved: 02-09-15
CONSENT AGENDA


Exhibit: BA-20-012/03.1-4

Action Item

Pertinent Fact(s):

1. The Board of Education reviews all policies, regulations and procedures at least once every five years.

2. Board approval is required for all policies. This agenda item includes policies that were presented to the Board at a prior meeting. Administrative regulations and procedures do not require Board approval.

Recommendation:

It is recommended that the Board of Education approve Policies 101 “Strategic Plan”, 403 “Controversial Issues”, 603 “Student Rights & Responsibilities, and 1009 “Charitable Payroll Deduction” of the District Policy Manual as recommended by the Superintendent.
STRATEGIC PLAN

As a school corporation of Iowa, the Cedar Rapids Community School District, acting through its Board of Directors, is dedicated to developing a promoting an equal opportunity for a quality public education to its students. The District Strategic Plan that impacts all aspects of the school system.

Vision
Excellence for All Every Learner: Future Ready

Mission
To develop 21st century learners and productive, responsible citizens
To ensure all learners experience a rigorous and personalized learning experience so they have a plan, a pathway, and a passion for their future.

Core Values Beliefs
Focus on Data and Results
Learning for All
Respect for All
Safe and Healthy Environment
Student, Parent, and Community Satisfaction
Teamwork
Visionary Leadership
Leadership
Innovation
Equity
Student Ownership
Culture/Climate
Student Learning

Goals Focus Areas
Develop a diverse work force that utilizes exemplary professional practices
Enhance student social, emotional, and behavioral development
Improve performance in all curricular areas
Increase family and community support for student learning and citizenship development
Operate with fiscal integrity, efficiency, and effectiveness

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

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

Workforce - Engage and empower a talented and diverse workforce who supports Every Learner: Future Ready.

Resources & Systems - Maximize operational systems and prioritize resources based on student needs while maintaining the financial health of the district.

Guiding Philosophy
Continuous Improvement
CONTROVERSIAL ISSUES

A "controversial issue" is a topic of significant academic inquiry about which substantial groups of citizens of this community, this state or this nation hold sincere, conflicting points of view. The right of people to study and freely discuss controversial issues is basic to the perpetuation of our American form of democracy. It is important to have a citizenry that exercises its rights, keeps well informed, searches actively for divergent points of view, evaluates courses of action in the light of available evidence and basic democratic values, and then acts responsibly on the basis of decisions made.

To the extent that students have the necessary intellectual and emotional maturity, the teacher has a professional responsibility to encourage students to explore differing points of view, discuss controversial issues freely, and evaluate the consequences of personal decisions regarding such issues in the context of acceptable legal, ethical, and moral constraints.

Legal Reference: Code of Iowa 282 Chapter 25.3(6)
STUDENT RIGHTS AND RESPONSIBILITIES

The Board of Directors, District administration, and staff will establish reasonable rules and procedures to assure and maintain a safe and orderly environment for all students. Rules and procedures will align with the mission and goals of the District and the protection of the health, safety, and welfare of students, taking into consideration student rights. Schools will establish procedures to inform students and parents/guardians regarding rules and expectations.

Students are responsible for knowing school rules and following them. If a student is unable or unwilling to comply with the rules and expectations, staff members should intervene to protect the rights of other students and to maintain a safe and orderly environment.
CHARITABLE PAYROLL DEDUCTION CAMPAIGN

The objectives of the Charitable Payroll Deduction Campaign of the Cedar Rapids Community School District are to:

- Minimize the administrative burden on the school district and to minimize or eliminate costs to the taxpayers that such a campaign may entail;
- Create little or no controversy in the workplace;
- Create little or no disruption of the workplace;
- Avoid the reality and appearance of the use of school district resources in aid of fund raising for groups substantially engaged in political activity or advocacy of public policy, or lobbying; and
- Create a non-public forum through which charitable donations may be made.

To meet these objectives, eligibility for participation in the Charitable Payroll Deduction Campaign shall be limited to:

- The Cedar Rapids Community School District Foundation, and
- Voluntary, charitable federations who conduct consolidated fund-raising efforts on behalf of member organizations which qualify for tax exempt status described in Section 501(a) and Section 501(c) (3) of the Internal Revenue Code.

The Superintendent, the Executive Director of Human Resources, or another designee of the Superintendent shall review the applications of federations seeking to participate in the Charitable Payroll Deduction Campaign and shall approve up to two (2) qualifying federations meeting the objectives and criteria set forth in this policy. These two (2) entities will be in addition to the Cedar Rapids Community School District Foundation.
CONSENT AGENDA

BA-20-132    Annual Appointment – 2019 IASB Delegate Assembly (Nancy Humbles)

Information Item

Pertinent Fact(s):

1. As a representative of the Board of Education, Board members may occasionally serve as liaisons to committees or organizations outside of the school District for the purpose of reciprocal communication. The president, with Board consensus, will appoint these liaisons.

2. The following appointment has been made for the 2019-2020 School Year:

   IASB Delegate Assembly – Director Borcherding
CONSENT AGENDA

BA-20-133 Resolution – Instructional Time Reporting in Hours vs. Days for the 2020-2021 School Year (Noreen Bush)

Exhibit: BA-20-133.1-2

Action Item

Pertinent Fact(s):

1. Pursuant to Iowa Code 256.7(19), a Public Hearing must be held at a School Board Meeting for the purpose of receiving any objections to the Cedar Rapids Community School District responsibility to report either instructional time in either hours or days. All school districts are required to report instructional time to the Iowa Department of Education.

2. After the Board’s consideration or any written and/or oral objections presented during the Public Hearing, the recommended Board action is to give final approval to the administration’s recommendation to report instructional time in hours for the 2020-2021 School Year.

Recommendation:

It is recommended that the Board of Education approve the Resolution for the Cedar Rapids Community School District to report instructional time in hours to the Iowa Department of Education for the 2020-2021 School Year.
Cedar Rapids Community School District

RESOLUTION

Instructional Hours vs. Instructional Days

WHEREAS, pursuant to Iowa Code 256.7(19), Including changes from House File 2170 signed on March 7, 2014, the State of Iowa and State Department of Education allows Iowa school districts to report instructional time as days (180) or hours (1080); and

WHEREAS, a public hearing is held at the October 14, 2019 Cedar Rapids Community School District Board of Education regularly scheduled meeting; and

WHEREAS, following the October 14, 2019 Public Hearing, the Board is asked to consider the administration’s recommendation to report on instructional time in hours to the Iowa Department of Education for the 2020-2021 school year; and

WHEREAS, all school districts are required to report instructional time to the Iowa Department of Education. Prior to the 2014-2015 school year, Iowa school districts were required to document 180 days of instruction. As a result of changes made through House File 2170 districts are now allowed to report instructional time in days or hours for any given school year; and

WHEREAS, a district that reports in days must include 180 days of instruction and a district that reports in hours must include 1080 hours of instruction; and

WHEREAS, reporting in hours allows flexibility if it becomes necessary to make up lost instructional time because there are no minimum or maximum day lengths required. This permits instruction to be made up closer to the point in time in which it is lost. Reporting in hours also allows districts to stay closely aligned to the published school year end date; and

WHEREAS, it is recommended the Cedar Rapids Community School District report instructional time in hours instead of days to the Iowa Department of Education.
THEREFORE, after consideration thereof by the Board of Directors of the Cedar Rapids Community School District, the President called for adoption of said Resolution, and the roll call having been called, the following Directors voted:

Ayes: ________________________________________________________________

Nays: __________________________________________________________________

Signatures

Board President ______________________________________ Date: October 14, 2019

Board Secretary ________________________________ Date: October 14, 2019
CONSENT AGENDA

BA-20-134  Agreement – Cedar Rapids Community School District and Geonetric, Inc.  
(Trace Pickering)

Exhibit:  BA-20-134.1-24

Action Item

Pertinent Fact(s):

Iowa BIG has leased space from NewBoCo for the past three school years. The space continues to serve the needs of Iowa BIG students by placing them in the center of the entrepreneurial hub of the Cedar Rapids community.

Recommendation:

It is recommended that the Board of Education approve the on-going Agreement between the Cedar Rapids Community School District and Geonetric Inc. for the Iowa BIG program.
Sub-Lease Agreement

By and Between

Landlord: GEOMETRIC, INC.

And

Tenant: CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

Location: 415 12th Avenue SE, Cedar Rapids, Iowa 52401

Date: November 1, 2019
SUB-LEASE AGREEMENT

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

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

Landlord: Geometric, Inc.

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

Tenant: Cedar Rapids Community School District

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

Leased Premises: The Leased Premises will consist of approximately 3,304 usable square feet, and 3,833 rentable square feet (load factor = 1.16).

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

Initial Lease Term: Five (5) years.

Possession Date: November 1, 2019.

Lease Commencement Date: See Exhibit B.

Termination Date: See Exhibit B.

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

Landlord’s Work: See Exhibit C.

Tenant’s Work: See Exhibit C.

Rent Commencement Date: See Exhibit D.

Annual Base Rent:

Initial Year: $10.75/sf. ($41,204.75 annually; $3,433.73 monthly)
Year 2: $11.25/sf. ($43,121.25 annually; $3,593.44 monthly)
Year 3: $11.75/sf. ($45,037.75 annually; $3,753.15 monthly)
Year 4: $12.25/sf. ($46,954.25 annually; $3,912.85 monthly)
Year 5: $12.75/sf. ($48,870.75 annually; $4,072.56 monthly)
First and Second Option Term Annual Base Rent to be mutually agreed to by Landlord and Tenant within thirty (30) days of Tenant’s election to exercise an Option Term as provided herein.

**Options:** Two (2) two (2)-year options to extend initial lease term with base rent adjusted pursuant to Section 5.A.

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

- Real Estate Taxes: $2.96/sq ft.
- Insurance: $0.56/sq ft.
- CAM: $2.48/sq ft.

**TOTAL:** $6.00/sq ft.

**Tenant’s Broker:** N/A.

**Landlord’s Broker:** N/A.

**Security Deposit:** None.

**Exhibits:**
- Exhibit A - Building Floor Plan
- Exhibit B - Confirmation of Commencement Date/Termination Date
- Exhibit C - Landlord’s Work and Tenant’s Work
- Exhibit D - Rent Commencement Date

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

2. **TERM.** This Lease Term shall commence on the Lease Commencement Date and expire on the Termination Date, upon the condition the Tenant pays rent therefore, and otherwise performs its obligations under the Lease. Tenant shall be entitled to possession on the Possession Date, thereby allowing Tenant the right to start moving into the Leased Premises its furnishings and equipment. Tenant shall yield possession to the Landlord on the Termination Date, except as herein otherwise expressly provided. If the Leased Premises are not available on the Possession Date, Landlord shall have no obligation to Tenant except abatement of rental until the Leased Premises are available. The parties agree that once the Commencement Date and the Lease Term have been established and upon the request of either party, a short form or memorandum of this Lease will be executed to set forth the actual commencement and termination dates of the Initial Term in the form as shown in Exhibit B.

Upon the expiration of the Lease Term, provided that Tenant is not in default, Tenant shall have the option to renew this Lease for two (2) two (2)-year terms, the First Option Term and the
Second Option Term, respectively. The option terms shall commence upon the expiration of the Lease Term, the First Option Term, as the case may be. Said options to renew shall be exercised in writing at least one hundred eighty (180) days prior to the expiration of the Initial Term or the First Option Term, as the case may be. If Tenant exercises its option by written notice to Landlord, the extension of this Lease shall be automatically effected upon the same terms and conditions which are in effect during the Initial Term, except that the Base Rent shall be increased as provided herein.

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

4. CONDITION OF LEASED PREMISES. Subject to Landlord’s Work, Tenant shall accept the Leased Premises in its existing condition. Tenant shall, at its sole cost and expense, procure and perform all other work and materials other than Landlord’s Work in order to complete the Leased Premises (collectively “Tenant Work”). Tenant acknowledges and agrees that Landlord has not and will not make any representations or disclosures of any kind concerning the condition of the property, and has made none.

5. RENT.

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

If Tenant exercises an option to extend the term as provided in Section 2 of this Lease, then within thirty (30) days of Tenant’s exercise of its option to renew this Lease, Landlord and Tenant shall mutually agree upon the base rent for the option term. If Landlord and Tenant have not agreed upon the base rent for the option term within said thirty (30) period, then Landlord and Tenant shall immediately mutually designate and engage a MAI certified appraiser to arrive at the market rate for the base rent for the option term. The appraiser’s
determination of the base rent will be binding on the parties. If an appraiser is not agreed to and designated by Landlord and Tenant within ten (10) days of failure to arrive at a mutually agreed upon base rent, then Tenant’s exercise of its option to renew shall be deemed rescinded and of no further force and effect.

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

6. CARE AND MAINTENANCE OF THE LEASED PREMISES.

A. LANDLORD’S DUTY OF CARE AND MAINTENANCE. Landlord will keep and maintain the roof, the floor, HVAC, exterior walls and other structural supporting parts of the Building (including without limitation concrete slab, footings), electrical and plumbing exterior to the Leased Premises in a reasonably safe and serviceable condition and will make the necessary repairs and replacements at Landlord’s sole expense to such structural parts and any defects in initial non-structural parts of the Building, except with respect to common areas as provided in subparagraph F of this paragraph 6.

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

C. COMMON AREAS. Landlord grants to Tenant, in common with other tenants, and their agents, employees, customers, and persons doing work or business with tenants in the Building, the right to use the Common Areas and those areas designated by Landlord for common use, subject to the terms and conditions of this Lease.
D. **MAINTENANCE OF COMMON AREAS.** The Landlord shall:
(i) maintain and keep in good repair (including the making of any necessary replacements) all portions of the Common Areas including, but not limited to, paving, roads, hydrants, driveways, sidewalks, curbs, culverts and drainage facilities, surfacing, landscaping, barriers, retaining walls, fences, gates, grading, directional signs, marking of the parking area, sewer and water supply lines and facilities, and other outside service and utility lines and facilities, including electric lines, pipes, and installation of every kind serving the Building (including premises not leased to Tenant); and (ii) Landlord shall keep the portions of the sidewalks adjacent to the Leased Premises reasonably free from accumulated snow, ice, and refuse, and open for use and lighted during all business hours.

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

F. **COMMON AREA CHARGES.** Except as otherwise provided in Section 6.1A above, Tenant shall pay its Pro-Rata Share (8.57% based on Tenant’s 3,833 rentable square feet/Building 44,730 total rentable square feet) of all the cost incurred by Landlord in maintaining, caring for and repairing Common Areas of the Building, the parking areas and access roads serving the Building (“CAM”). CAM shall include but is not limited to: exterior maintenance, repairs and replacements; HVAC and common area maintenance, repairs and replacements; lawn care; landscaping care; snow removal; salaries; insurance; supplies, licenses, equipment rental; liability and property casualty insurance; management fees; water; sewer; electric; gas; lighting; security; signage; cleaning; parking lot maintenance, repairs, wear coating, sealing, crack filling and striping; accounting expenses. CAM shall not include Landlord’s attorney’s fees or expenses of directly attributable to other premises located in the Building or other lease agreements. Tenant shall pay its monthly share of the CAM on the dates that the monthly Base Rent is due. In June of each year, Landlord shall provide Tenant with an accounting of the CAM for the prior calendar year. Any deficit in the CAM account for Tenant shall be paid by Tenant within one (1) month and if there is any surplus in the CAM account for the Tenant, it shall be reimbursed by Landlord to Tenant within one (1) month. The parties acknowledge that trash removal is included in the CAM. Landlord may, in good faith, from time to time, during any calendar year, adjust the payment amount Tenant is to make under the terms of this paragraph so as to more accurately approximate Tenant’s anticipated share of annual CAM expenses, and to take into account any deficiency or surplus in the amounts paid by Tenant.

G. **OPTIONAL CAFÉ SERVICE.** Tenant may elect to participate in optional café service for its employees at a cost to be determined per employee by Landlord from time to time. Upon thirty (30) days written notice to Landlord, Tenant may elect not to have its employees participate in the optional café service.
The café service will include, but is not limited to, cereal, soda, coffee, espresso, fruit, milk and trail mix. The café service charge will be for the consumption of consumables and not for the use of the café area.

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

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

Landlord represents and acknowledges to the best of its knowledge, the property is not contaminated by hazardous substances and shall hold Tenant harmless from and indemnify Tenant in the event hazardous substances are found on the property.

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

Landlord’s Work and Tenant’s Work set forth in Exhibit C shall be constructed in a good and workmanlike manner in substantial accordance with the plans as mutually agreed to by the Parties and shall comply with all applicable ordinances, rules, laws and regulations, including without limitation, the Americans With Disability Act (“ADA”).

10. COMPLIANCE WITH THE LAW. Tenant shall accomplish any construction or remodeling with respect to the Leased Premises (including any plans relating thereto), and shall keep the Leased Premises and operate Tenant’s business as a place of public accommodation and, in a manner which shall be in compliance with all applicable laws, ordinances, rules and regulations of the city, county, state and federal government and any department thereof. Tenant will not permit the Leased Premises to be used for any unlawful purpose and will protect the Landlord and save Landlord and the Leased Premises harmless from any and all fines and penalties that may result from or be due to any infractions of or non-compliance with such laws, ordinances, rules and regulations.

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

Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty to repair or restore any portion Tenant’s fixtures, trade fixtures, personal property, alterations, installations, or improvements in the Leased Premises or the decorations thereto.

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

13. INSURANCE.

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

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

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

14. MUTUAL WAIVER OF SUBROGATION. Each party waives claims arising in any manner from its (the "Injured Parties") favor and against the other party for loss or damage to its property located within or constituting a part or all of the Building or Leased Premises. This waiver applies to the extent the loss or damage is covered by (a) the Injured Parties' insurance or (b) the insurance the Injured Party is required to carry under paragraph 13, whichever is greater. This waiver applies to the deductible under any insurance policy. This waiver also applies to each party’s directors, officers, employees, shareholders and agents. This waiver does not apply to claims caused by a parties' willful misconduct. Each party represents that the insurance policy or policies which it is required to maintain under this agreement shall contain a waiver of subrogation provision.
15. **CONDEMNATION OF PREMISES.** In the event that the whole of the Building and adjoining property shall be condemned or taken in any manner for any public or any quasi-public use, this Lease shall terminate as of date of vesting of title. In the event that either a portion of the Building and adjoining property is condemned or taken by eminent domain proceedings so as to render the Leased Premises substantially unusable for retail purposes, then in such event, Tenant shall have the right to cancel and terminate this agreement without penalty as of the date of such taking upon giving to Landlord notice in writing of such election within thirty (30) days after the receipt by Tenant from Landlord of written notice of such appropriation or taking. In the event that only a part of the Building and adjoining property shall be so condemned or taken and such taking shall not render the Leased Premises substantially unusable, then, effective as of the date of vesting of title, the rent hereunder for such part shall be equitably abated and this Lease shall continue as to such part not so taken. Any termination hereunder shall be without prejudice to the rights of either the Landlord or the Tenant to recover compensation from such public authority for any loss or damages caused by such taking. Neither Landlord nor Tenant shall have any right in or to any award made to the other by such public authority; provided, however, to the extent that Tenant is not allowed by local law to make a recovery against such public authority, Landlord shall receive such condemnation award and Tenant hereby expressly assigns to Landlord any and all right, title and interest in and to such award.

16. **TAXES.** Commencing on the Commencement Date, Tenant shall pay the annual real estate taxes and special assessments levied or assessed by lawful authority against the Building ("Taxes"). Tenant shall discharge its obligation to pay taxes and special assessments by paying 1/12th of Tenant’s Pro-Rata Share of the real estate taxes for the legal parcel on which the Building is located each month along with Base Rent, which Landlord shall use to pay the taxes when due. Real Estate taxes in the State of Iowa are paid in arrears. The parties agree that the estimated annual real estate taxes shall be computed based upon the best estimate of the projected real estate tax installments for the current fiscal year which are payable in the following fiscal year. Therefore, Tenant shall pay taxes in advance. As an example, taxes for the fiscal year ending June 30, 2020 (with one half payable September 30, 2020 and the other one half payable March 31, 2021), shall be the annual taxes for determining the additional rent allocated to Taxes during the period from July 1, 2019 through June 30, 2020. Landlord shall provide Tenant with copies of each of the tax statements for the respective parcels within thirty (30) days after Landlord receives the tax statements.

Tenant may, in Tenant's own name or in the name of Landlord, but at the sole cost and expense of Tenant, contest in good faith the validity of any Taxes, assessments or similar charges. During the time that any such Taxes, assessments or similar charges are being so contested in good faith by Tenant and provided Landlord is notified in writing and kept fully informed as to the outcome of the various stages of any such contest, Landlord shall have no right to pay the same; however, if Landlord shall request, Tenant shall pay such Tax, assessment or charges prior to imposition of interest or penalty. Landlord agrees to cooperate with Tenant to which extent as Tenant shall reasonably request in any such contested proceedings.

Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant’s rights of appeal) against its personal property on the Premises, during the term of this lease.
17. **LANDLORD'S RIGHT OF ENTRY.** Landlord and its representatives may enter the Leased Premises, in the presence of a representative of Tenant, at any reasonable time and upon 24 hours notice to Tenant (except no notice nor the presence of a representative of Tenant is necessary in an emergency) in order to inspect the Leased Premises, perform any work made necessary by reason of Tenant’s default under this Lease, exhibit the property for sale, lease or mortgage financing and to post notices of non-responsibility under any mechanic’s lien law; provided, however, exhibiting the Leased Premises for lease shall be limited to the final ninety (90) days of the term of this Lease. Landlord hereby covenants to take reasonable precautions to minimize and to mitigate the interference of Landlord's activities with the conduct of Tenant's business.

18. **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Tenant under this Lease:

A. Tenant’s failure to pay any installment of Base Rent, Additional rent or delinquency charges when due or any payment with respect to operating expenses when due or any other payment or reimbursement to Landlord required under this Lease when due and such failure continues and is not cured after written notice is provided to Tenant within ten (10) days from the date such payment was due.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. In the event of any litigation arising out of this Lease, the successful party shall be entitled to collect reasonable attorney’s fees and expenses from the other party. In addition, Tenant shall pay upon demand, all Landlord’s reasonable costs, charges and expenses including reasonable fees and out-of-pocket expenses of counsel, agents and others retained by Landlord incurred in enforcing Tenant’s obligations hereunder, regardless of whether or not litigation was commenced by Landlord.

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

21. SIGNS AND OTHER IDENTIFICATION. Landlord will place Tenant’s location in the Building on signs inside the main entry, back door and on directory signs in the lobby of
the Building. Tenant may put signage on the door to the Leased Premises or outside Tenant’s suite subject to Landlord’s prior written approval, such approval not to be unreasonably withheld.

Neither monument signs nor signs attached to the exterior of the Building will be permitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   A. Landlord has complied with the provisions and conditions of this Lease;

   B. There are no defaults by Landlord; and

   C. The Lease is still in full force and effect.

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

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

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

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

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

39. **“LANDLORD” MEANS “OWNER”.** The term “Landlord”, as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only Landlord’s interest as tenant under a lease with the owner of the fee title to the premises and in the event of any transfer or transfers of the Landlord’s tenant interest or the owners of such fee, Landlord herein named (and in the case of any subsequent transfer or conveyance, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord, or the then grantor under any provisions of the Lease, shall be paid to Tenant.
40. **SHORT FORM LEASE.** This Lease shall not be recorded, however, if either party desires that a short form lease setting forth the rights of the parties be filed with the Recorder of the county in which the Leased Premises is located, then both parties shall execute a short form lease setting forth the rights of the parties of which notice to third parties should be given.

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

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

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

44. **CONTINGENCIES.** This lease agreement is contingent upon Landlord receiving approval on all plans and zoning from the city and any other governing authority.

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

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

(SIGNATURE PAGE FOLLOWS)
(SIGNATURE PAGE OF LEASE AGREEMENT)

Dated at _______________, Iowa this ___ day of ______________, 2019.

LANDLORD

GEOMETRIC, INC.

________________________________________
By: 
Title: 

Dated at Cedar Rappids _____, Iowa this 14th day of October ________, 2019.

TENANT

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

________________________________________
By: Laurel A. Day
Title: Board Secretary

________________________________________
By: 
Title: 

{02124359.DOCX} 18
EXHIBIT A

LEASED PREMISES FLOOR PLAN
EXHIBIT B

CONFIRMATION OF COMMENCEMENT DATE/TERMINATION DATE

The Commencement Date of the Initial Term of the Lease dated the ___ day of __________, 2019, by and between Landlord and Tenant is agreed to be the ___ day of __________, 2019 and the Termination Date shall be the 31st day of October, 2024.

Dated at Cedar Rapids, Iowa this ____ day of ________, 2019.

LANDLORD

GEOMETRIC, INC.

______________________________

By: __________________________
Title: _________________________

Dated at ________________, Iowa this ____ day of ____________, 2019.

TENANT

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

______________________________

By: __________________________
Title: _________________________

______________________________

By: __________________________
Title: _________________________
EXHIBIT C

LANDLORD’S WORK

N/A
EXHIBIT D

RENT COMMENCEMENT DATE

Tenant’s obligation to pay Rent shall commence November 1, 2019.

Dated at __________________, Iowa this ___ day of _____________, 2019.

LANDLORD

GEOMETRIC, INC.

______________________________
By: __________________________
Title: _________________________

Dated at ____________________, Iowa this ___ day of _____________, 2019.

TENANT

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

______________________________
By: __________________________
Title: _________________________

By: __________________________
Title: _________________________

By: __________________________
Title: _________________________
CONSENT AGENDA

BA-20-135 Final Approval – Kennedy High School- Gym Floor Refinishing Project – Certificate of Substantial Completion (Jon Galbraith)

Exhibit: BA-20-135.1-3

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $55,921.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 9, 2019.

Recommendation:

It is recommended that the Board of Education approve the Certificate of Substantial Completion and approve payment of the retainage pay application for the Cedar Rapids Community School District – Kennedy High School - Gym Floor Refinishing Project.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Kennedy High School Gym Floor Refinishing

CONTRACTOR: Anderson Ladd, Inc.

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

CONTRACT FOR: $55,921
CHANGE ORDERS: $ 0.00
CONTRACT TOTAL $55,921
CONTRACT DATE: July 1, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Sanding and refinishing of Main and West Gym floors including game lines as indicated in project documents.
The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions
The date of substantial completion shall be the date that the Cedar Rapids Community School Board of Education accepts the project by formal Board action.

Contractor
Shawn Sundine

Name
9/25/19

Date

Project Supervisor

Name
8/9/19

Date

Formal board action taken on October 14, 2019 accepted the project.

Board of Education Secretary

Date October 14, 2019

Buildings & Grounds
2500 Edgewood Rd NW  Cedar Rapids, IA  52405
Phone: (319) 558-2202  FAX: (319) 558-2208
APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: CEDAR RAPIDS CSD (USE THIS ADDR
accountspayable@cr.k12.ia.us
jgalbraith@crschools.us
CEDAR RAPIDS, IA 52406-8879
ACCOUNTSPAYABLE@CR.K12

From Contractor: Haldeman-Homme / Anderson-Ladd
430 Industrial Blvd
Minneapolis, MN 55413

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum ........................................... $55,921.00
2. Net Change By Change Order .................................. $0.00
3. Contract Sum To Date ............................................. $55,921.00
4. Total Completed and Stored To Date ......................... $55,921.00
5. Retainage:
   a. 0.00% of Completed Work .................................. $0.00
   b. 0.00% of Stored Material ................................. $0.00
   Total Retainage .................................................. $0.00
6. Total Earned Less Retainage .................................... $55,921.00
7. Less Previous Certificates For Payments ................... $53,124.95
8. Current Payment Due ............................................ $2,796.05
9. Balance To Finish, Plus Retainage ............................ $0.00

<table>
<thead>
<tr>
<th>CHANGE ORDER SUMMARY</th>
<th>Additions</th>
<th>Deductions</th>
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<tr>
<td>Total changes approved in</td>
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<td>previous months by Owner</td>
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<tr>
<td>Total Approved this Month</td>
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<tr>
<td>Net Changes By Change Order</td>
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<td></td>
</tr>
</tbody>
</table>

This schedule of values are to be used for payment of contracted work only. They are not to be used for pricing change order adds or deducts.

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

CONTRACTOR: Haldeman-Homme / Anderson-Ladd
By: [Signature] Date: 9-10-19

State of: Minnesota County of: Hennepin
Subscribed and sworn to before me this Notary Public:
[Signature]
My Commission expires: Jan 31 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data
comprising the above application, the Architect certifies to 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: $2,796.05

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

ARCHITECT:
By: [Signature] Date: 

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

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

<table>
<thead>
<tr>
<th>Invoice #: 179301</th>
<th>Contract: 69973-KENNEDY HS SAND &amp; REFINISH</th>
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</thead>
<tbody>
<tr>
<td><strong>Item No.</strong></td>
<td><strong>Description of Work</strong></td>
</tr>
<tr>
<td>1</td>
<td>Kennedy HS Sand &amp; Refinish</td>
</tr>
</tbody>
</table>

| **Grand Totals** | 55,921.00 | 55,921.00 | 0.00 | 0.00 | 55,921.00 | 100.00% | 0.00 | 0.00 |

This schedule of values are to be used for payment of contracted work only. They are not to be used for pricing change order adds or deducts.
CONSENT AGENDA

BA-20-136   Agreement – Cedar Rapids Community School District and Marzano Resources – 2019-2020 School Year (Rod Dooley)

Exhibit: BA-20-136.1-5

Action Item

Pertinent Fact(s):

1. The new Agreement is for services with Marzano Resources to provide support for district administration and building principals in the area of leading a High Reliability School through professional learning with Dr. Phil Warrick, Author from Marzano Resources via, one webinar and one face-to-face session.

2. Services include:
   ● Leading A High Reliability School Interactive Web Conference (October 28, 2019 - 90 minutes)
   ● Leading A High Reliability School onsite professional learning (January 29, 2020)

3. Funding for the professional development will be paid for with non-categorical funding stream from Office of Learning and Leadership.

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Marzano Resources for the 2019-2020 School Year.
HOST CONTRACT

Effective September 20, 2019, Cedar Rapids Community School District (“Host”) and Marzano Resources, LLC (“Marzano Resources”) agree that Marzano Resources will provide an Associate to disseminate information to Host in exchange for $9,650.00 (USD). The parties agree as follows:

1. Services: Marzano Resources agrees to provide the services described in Exhibit A—Description of Services.

2. Compensation: Host will pay Marzano Resources a total contract amount of $9,650.00 (USD). Host will provide a purchase order for the total contract amount immediately upon entering the contract. Host will pay Marzano Resources a non-refundable deposit of 20% of the total contract amount, $1,930.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining contract balance of $7,720.00 (USD) will be invoiced upon completion of the services. Host agrees to reimburse any expenses incurred by Marzano Resources that result from Host's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% monthly.

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Host acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Host. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Host may not reproduce any materials not designated reproducible without the express written permission of Marzano Resources. Host is responsible for the reproduction of all handouts and other print materials related to the services, and Host will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: All sessions will be conducted over Zoom (for technical requirements, see Exhibit B). To access the services, Host must use a hardwired or Ethernet internet connection and a computer with a video/web camera, a sound card, a microphone, and speakers. For audio connections, Host may alternatively use a telephone with conference-call capabilities located in the same room as the IWC. Host shall provide Tech Support contact available by phone and email for testing equipment before session and troubleshooting at time of IWC. There is a limit of 25 unique logins per IWC session.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Host’s request.

8. Termination: If Host terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Host shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract that exceed the amount of the deposit. Marzano Resources may
terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

9. **Force Majeure:** If events beyond the parties’ control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties’ control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Host. Marzano Resources shall have an affirmative duty to notify Host immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. **Indemnity:** Marzano Resources shall indemnify and hold harmless Host from any and all claims, actions, costs, or liabilities arising from Marzano Resources’ negligent acts or omissions during the course of performance under this Contract, except those resulting from Host’s negligence.

11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404, and to Cedar Rapids Community School District 2500 Edgewood Rd NW, Cedar Rapids, IA 52405, or to such address as may be given by either party in writing. Notice shall be deemed given on the date of mailing.

12. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. **Nature of Contract:** Host is engaging Marzano Resources’ services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Host and Marzano Resources:

<table>
<thead>
<tr>
<th>Laurel A. Day</th>
<th>10/14/19</th>
<th>Megan Schutz</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board Secretary</td>
<td></td>
<td>Professional Development Manager</td>
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<tr>
<td>Cedar Rapids Community School District</td>
<td></td>
<td>Marzano Resources, LLC</td>
<td></td>
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</tbody>
</table>
EXHIBIT A
DESCRIPTION OF SERVICES

Service 1:
Date: October 28, 2019
Speaker: Phil Warrick
Topic: Leading A High Reliability School
Format: Interactive Web Conference (IWC)
Cost: $1650.00 per 90 minutes

Service 2:
Date: January 29, 2020
Speaker: Phil Warrick
Topic: Leading a High Reliability School
Format: on-site
Cost: $6,500.00, inclusive of travel and expenses
**EXHIBIT B**
**TECHNICAL REQUIREMENTS FOR AN INTERACTIVE WEB CONFERENCE**

*If any of the requirements below are not available, please contact your Marzano Resources PD Representative immediately.*

<table>
<thead>
<tr>
<th>SYSTEM REQUIREMENTS</th>
<th>SUPPORTED OPERATING SYSTEMS</th>
<th>SUPPORTED BROWSERS</th>
<th>PROCESSOR AND RAM REQUIREMENTS</th>
<th>BANDWIDTH REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• An internet connection – broadband wired or wireless (3G or 4G/LTE)</td>
<td>• Mac OS X with MacOS 10.6.8 /(Snow Leopard) or later</td>
<td>• Windows: IE7+, Firefox, Chrome, Safari5+</td>
<td>• Minimum: Single Core 1Ghz or Higher</td>
<td>The bandwidth used by Zoom will be optimized for the best experience based on the participants’ network. It will automatically adjust for 3G, WiFi or Wired environments.</td>
</tr>
<tr>
<td>• Speakers and a microphone – built-in or USB plug-in or wireless Bluetooth</td>
<td>• Windows 10</td>
<td>• Mac: Safari5+, Firefox, Chrome</td>
<td>• Recommended: Dual Core 2Ghz or Higher (i3/i5/i7 or AMD equivalent)</td>
<td>Recommended bandwidth for Webinar Attendees:</td>
</tr>
<tr>
<td>• A webcam or HD webcam - built-in or USB plug-in</td>
<td>• Windows 8 or 8.1</td>
<td>• Linux: Firefox, Chrome</td>
<td>• Minimum: N/A</td>
<td>• For 1:1 video calling: 600kbps (down) for HQ video and 1.2 Mbps (down) for HD video</td>
</tr>
<tr>
<td>• Or, a HD cam or HD camcorder with video capture card</td>
<td>• Windows 7</td>
<td></td>
<td>• Recommended: 4 Gb</td>
<td>• For screen sharing only (no video thumbnail): 50-75kbps (down)</td>
</tr>
<tr>
<td></td>
<td>• Windows Vista with SP1 or later</td>
<td></td>
<td></td>
<td>• For screen sharing with video thumbnail: 50-150kbps (down)</td>
</tr>
<tr>
<td></td>
<td>• Windows XP with SP3 or later</td>
<td></td>
<td></td>
<td>• For audio VoIP: 60-80kbps (down)</td>
</tr>
<tr>
<td></td>
<td>• Ubuntu 12.04 or higher</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

kirsten.dicaprio@marzanoresources.com

Payments, including deposit checks, should be mailed directly to the Business Office:
Marzano Resources, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404

Please provide the following information in both sections:

<table>
<thead>
<tr>
<th>Who will be the contact person for the work?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact: Connie Starr</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Phone: 319/558-1790</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Who will receive and pay the invoices?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact: Laura Eveland</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Phone: 319/558-4611</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
<tr>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Shipping Information (required for resource delivery)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shipping Contact: Connie Starr</td>
</tr>
<tr>
<td>Shipping Address: 2500 Edgewood Rd NW</td>
</tr>
<tr>
<td>City, State, Zip: Cedar Rapids, IA  52405</td>
</tr>
<tr>
<td>Phone: 318/558-1790</td>
</tr>
<tr>
<td>Delivery Date:</td>
</tr>
<tr>
<td>Delivery Times:</td>
</tr>
<tr>
<td>Choose one: □ Do you have a Delivery Dock?</td>
</tr>
<tr>
<td>□ Do you have double doors (for pallet)?</td>
</tr>
<tr>
<td>□ Do you require inside delivery?</td>
</tr>
</tbody>
</table>
CONSENT AGENDA

BA-20-137 Approval – Metro High School - Window and Door Replacement Project – Change Order #1 (Rich Reysack)

Exhibit: BA-20-137.1-23

Action Item

Pertinent Fact(s):

1. Peak Construction Group is the contractor for this project with a contract amount of $329,000.00 and the source of funding is the Physical Plant and Equipment Levy Fund (PPEL).

2. Peak Construction Group is requesting a Change Order in the amount of $11,338.64, for a new contract amount of $340,338.64.
   - COR #1 results from an unforeseen condition requiring the cafeteria window block to be replaced.
   - COR #2 results from an unforeseen condition requiring additional blocking in the entry storefront.

Recommendation:

It is recommended that the Board of Education approve Change Order #1 to Peak Construction Group for the Metro High School - Window and Door Replacement Project.
# Change Order

## PROJECT: (Name and address)
CRCS 2019-20 Window and Door Replacement - Metro High School
1212 7th Street SE, Cedar Rapids, Iowa 52403

## CONTRACT INFORMATION:
Contract For: General Construction
Date: March 13, 2019

## CHANGE ORDER INFORMATION:
Change Order Number: 01
Date: September 13, 2019

## OWNER: (Name and address)
Cedar Rapids Community School District
Education Leadership and Support Center
2500 Edgewood Road NW
Cedar Rapids, IA 52405

## ARCHITECT: (Name and address)
Solum Lang Architects
601 Old Marion Road NE
Cedar Rapids, IA 52402

## CONTRACTOR: (Name and address)
Peak Construction Group
6606 Liberty Way, Unit C
North Liberty, IA 52317

---

### 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.)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cafeteria Window Block Replacement</td>
<td>ADD $9,965.95</td>
</tr>
<tr>
<td>Additional Blocking - Entry Storefront</td>
<td>ADD $1,372.69</td>
</tr>
</tbody>
</table>

The original Contract Sum was $329,000.00
The Contract Sum prior to this Change Order was $329,000.00
The Contract Sum will be increased by this Change Order in the amount of $11,338.64
The new Contract Sum including this Change Order will be $340,338.64

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

**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.

<table>
<thead>
<tr>
<th>Architect</th>
<th>Contractor</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solum Lang Architects</td>
<td>Peak Construction Group</td>
<td>Cedar Rapids Community School District</td>
</tr>
<tr>
<td>Jeff Portman, Architect</td>
<td></td>
<td>Laurel A. Day</td>
</tr>
</tbody>
</table>

**SIGNED**

**PRINTED NAME AND TITLE**

**DATE**

---

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To: Rich Reysack - CR CSD

From: Steve Oyen - Peak Construction

COR: 001

Project: CR CSD Metro HS Window and Door

Date: 09/5/19

Description: T&M Repair masonry at cafeteria windows per site meeting 7/24/19

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cusic Masonry</td>
<td>$6,774.26</td>
</tr>
<tr>
<td>Brecke Mechanical</td>
<td>$796.31</td>
</tr>
<tr>
<td>GLP</td>
<td>$430.72</td>
</tr>
<tr>
<td>Peak Construction</td>
<td></td>
</tr>
<tr>
<td>Labor:</td>
<td>16.5</td>
</tr>
<tr>
<td>Management:</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>$907.50</td>
</tr>
<tr>
<td></td>
<td>$330.00</td>
</tr>
</tbody>
</table>

Subtotal            $9,238.79
OHP                  $585.69
Bond                 $141.47
Total                $9,965.95
Log of Work:
Had to take temp wall down for the Masons, then come back later.
When Masons were finished, temp it back in.

Morning: 1 6ugs, 2 6hrs
Evening: 2 guys - 2 hrs a piece (4 total) = 6 1/2 total Hours

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EQUIPMENT USED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NO. MEN</th>
<th>CRAFTS EMPLOYED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Cost w/o mark-up: $

We jointly certify that the above work was performed, and the quantities are correct as listed.

Signature: [Signature]
Date: 8-6-19
Peak Construction Representative

Signature: [Signature]
Date: [Date]
### TIME & MATERIAL DAILY LOG

**Log of Work:**

Took Down Temp Closure, then came back & put it back up.

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>EQUIPMENT USED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NO. MEN</th>
<th>CRAFTS EMPLOYED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Quentin Stockton</td>
<td>3</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>Kendal Harmon</td>
<td>3</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cost w/o mark-up $ __________

We jointly certify that the above work was performed, and the quantities are correct as listed.

Peak Construction Representative 8-7-19

Representative Date

Date
**TIME & MATERIAL DAILY LOG**

**Log of Work:**
Taped a temp window for masons then put it back up when they were finished.

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<th>TOTAL</th>
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<tr>
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<td></td>
<td></td>
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</table>

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<thead>
<tr>
<th>NO. MEN</th>
<th>CRAFTS EMPLOYED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Carpenters</td>
<td>24</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Cost w/o mark-up $ ____________

We jointly certify that the above work was performed, and the quantities are correct as listed.

Peak Construction Representative Date  

Representative Date
TIME & MATERIAL DAILY LOG

Log of Work:
Remove Fin tube and cap lines

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-3/4 BK cap</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>1-1&quot; Galv. cap</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EQUIPMENT USED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NO. MEN</th>
<th>CRAFTS EMPLOYED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Journey Person</td>
<td>7-12</td>
<td>$50</td>
<td>$</td>
</tr>
<tr>
<td>1</td>
<td>Helper</td>
<td>7-12</td>
<td>$50</td>
<td>$</td>
</tr>
</tbody>
</table>

Cost w/o mark-up $______

We jointly certify that the above work was performed, and the quantities are correct as listed.

Representative
Date

Peak Construction Representative
Date

CRCSD: Rich
Brecke Mechanical Contractors
4140 F Ave NW
Cedar Rapids, IA 52405
Phone:(319) 398-7055
Fax:(319) 398-6390

Bill To: 14195
Peak Construction Group
660 Liberty Way
Unit C
North Liberty, IA 52317

Job: 192416
Metro High School Heater Remov
1212 7th Street SE
Cedar Rapids, IA 52401

Description of Services
Removed Heater at Metro High School

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumb/Pipe Foreman</td>
<td>5</td>
<td>81.28</td>
<td>406.40</td>
</tr>
<tr>
<td>Plumb/Pipe Journeyman</td>
<td>5</td>
<td>77.24</td>
<td>386.20</td>
</tr>
<tr>
<td>Material</td>
<td></td>
<td></td>
<td>3.71</td>
</tr>
</tbody>
</table>

Terms: Net 30 Days
Thank You For Your Business!

Subtotal $796.31
Sales Tax (if applicable) $0.00
Total Due $796.31

Warranty - All warranty claims must be brought to the attention of B.G. Brecke, Inc. within the warranty period of 90 days for service calls and one year for new installation projects. B.G. Brecke's warranty is limited to our labor only. Original manufacturer warranties are provided on a pass-through basis when available. A detailed warranty policy will be provided upon request. Unpaid accounts are subject to a fee of one and one-half percent (1-1/2%) per month plus any and all collection fees.
Friday, July 26, 2019

Steve Oyen
Principal
Peak Construction Group
660 Liberty Way Unit C
North Liberty, IA 52317

RE: Metro High School Heater Removal

We are pleased to present the following T&M NTE Proposal to remove the existing wall mounted heater in the cafeteria as requested per my site visit. Brecke will supply labor, construction tools and expertise to successfully complete the scope of work in a safe manner.

Price will include:
- Removal of the piping and covers.
- Fittings to cap the existing supply and returns.
- Brecke will dispose of all metal and piping into the existing site containers.
- 2 men working 1 - 8 hr day to successfully complete the task in a safe manner.

Price does not include the following:
- Any Saturday, Sunday or overtime if necessary.

Materials: (Schimberg): $153.81
Labor: $1,268.16

Price of: $1,421.97 (One Thousand Four Hundred Twenty-One Dollars and 97/100) Plus tax if applicable.

We thank you for the opportunity to present this budget proposal. If you have any questions or should require additional information, please feel free to contact our office.

AUTHORIZED SIGNATURE:

BOB KUNKEL, INDUSTRIAL SERVICES TEAM

DATE OF ACCEPTANCE__PURCHASE ORDER NUMBER__

SIGNATURE__

NAME__TITLE__
Terms and Conditions

Performance: B.G. Brecke, Inc. (hereinafter referred to as Contractor) shall provide services under this agreement, and the price subject to credit approval by Contractor, and also contingent upon strikes, accidents, fires, and the inability to procure materials from the usual sources of supply; or upon any like or unlike cause beyond the control of Contractor. In the event of account delinquency, Contractor may delay performance or, as its option, renegotiate prices, terms and conditions with the customer. If Contractor and customer are unable to agree on such revisions, this agreement shall be cancelled without any liability, other than the customer’s obligation to pay for services rendered by Contractor to the date of cancellation. Services will be performed during normal working hours with any overtime or emergency calls billed separately unless otherwise stated.

Preventive Maintenance: Labor, travel and materials to perform preventive tasks outlined in schedules and equipment listings.

Full Coverage Service: Provide required labor and materials for repairs on covered equipment. At our option we may utilize used, reconditioned or new materials. Equipment covered under this agreement will subject to our inspection within 30 days of the agreement date. If the equipment is inaccessible or cannot be tested due to climate conditions, said equipment will be tested at such time conditions allow operation. Contractor will provide a report indicating the condition of the equipment not operating properly along with a proposal for repairs. Upon acceptance of proposal, Contractor will make outlined repairs. If our proposed repairs are not accepted, we will exclude the equipment from the maintenance agreement.

Payment and Taxes: Customer shall pay Contractor invoices net 30 days of invoice date. Interest at 1 ½% on unpaid balances may be charged. Customer shall pay, in addition to the agreement price, all taxes, or acceptable tax exemption certificate shall be filed with Contractor.

Insurance: Contractor agrees to carry insurance in the following minimum amounts:
- Commercial General Liability $1,000,000 per occurrence
- Automobile Liability $1,000,000 CSL
- Workers Compensation Statutory Limits

Asbestos, Mold and Hazardous Materials: Contractor’s services in connection with this agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, mold, polychlorinated biphenyl (PCB) or other hazardous materials. Shall Contractor become aware of the presence of such materials, Contractor may immediately stop work in the affected area and shall notify customer. Customer will be responsible for all action including payments necessary to correct the condition in accordance with all applicable laws and regulations.

New Equipment Warranty: Contractor shall pass on any and all warranties provided by the original manufacturer of the equipment we install. Such warranty, if any, is specified in the owner’s manual provided by the original manufacturer, and is normally limited to the actual part that becomes defective, not the labor to replace the part. The customer is responsible for reading and understanding this matter for their specific situation. Contractor warrants its original installation labor on the new equipment to be free of defects due to workmanship for a period of twelve months from the date of completion of said installation. Labor warranty is limited to the normal straight time labor rate, excluding any overtime or weekend emergency costs. No other costs are covered by this warranty policy.

Service Call Warranty: All service labor performed by Contractor is warranted for a period of ninety (90) days from the date of that service. Warranty labor is limited to the normal straight time labor rate, excluding any overtime or weekend emergency costs. All parts purchased and installed by Contractor carry the original manufacturer’s warranty, which Contractor passes on to the customer. For parts and materials purchased by the customer, but installed by Contractor, the manufacturer’s warranty is the responsibility of the owner.

Warranty Limitations: All claims for warranty must be made to Contractor directly, as Contractor will not accept warranty claims from third parties. Contractor assumes no liability for losses arising from warranty issues other than those outlined in this policy. Contractor reserves the right to change this policy, without notice, at any time, at its sole discretion.

Indemnification: to the fullest extent permitted by law, customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of customer, anyone directly or indirectly employed by customer or anyone for whose acts customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

Exclusions: This agreement does not include responsibility for design of the system unless otherwise stated, repair and replacement of non-maintainable parts of the system such as unit cabinets, sheels, ductwork, hydronic piping structural supports, boiler refractory materials and sheels, storage tanks, obsoescence, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, damage to piping, wiring, equipment or systems from removal of floors, walls or ceilings to complete proposed scope of work, damage or malfunction resulting from corrosion or erosion on the water side of the equipment or caused by scale or sludge except where water treatment services are provided by Contractor, removal of moisture or oil in pneumatic tubing and piping, electrical power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including customer), failure of customer to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other beyond control of Contractor.
GLP Enterprises, Inc.  
605 E. Southview Road  
Fairfax, IA 52228

**Invoice**

Date 8/16/2019  
Invoice # 1939

**Bill To**  
Peak Construction Group  
660 Liberty Way, Unit C  
North Liberty, IA 52317

**Ship To**  
Metro High School  
Cedar Rapids, IA

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mat...</td>
<td>2 Gallons of primer</td>
<td>2</td>
<td>19.00</td>
<td>38.00</td>
</tr>
<tr>
<td>Mat...</td>
<td>1 gallon of blue top coat</td>
<td>1</td>
<td>41.72</td>
<td>41.72</td>
</tr>
<tr>
<td>Labor</td>
<td>8/15/19 · 2 guys @ 2.25 hrs each</td>
<td>4.5</td>
<td>39.00</td>
<td>175.50</td>
</tr>
<tr>
<td>Labor</td>
<td>8/16/19 · 1 guy @ 4.5 hr</td>
<td>4.5</td>
<td>39.00</td>
<td>175.50</td>
</tr>
</tbody>
</table>

Total $430.72  
Payments/Credits $0.00  
Balance Due $430.72

Gary@GLPEnterprisesInc.com  
www/GLPEnterprisesInc.com
## Log of Work:

- **8-15-19**: Cleaned & prepped Upper Wall & Primed.
  - 2 Men: 8:30-11:45 AM

- **8-16-19**: 1 Man: Paint Top Coat Blue.
  - 7:00 AM to 11:30 AM

## Materials Used

<table>
<thead>
<tr>
<th>Materials Used</th>
<th>Type</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Gallons Primer</td>
<td>2</td>
<td>@ 19.97</td>
<td>38</td>
</tr>
<tr>
<td>Used our Hard Primer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vernon Village Blue Top Coat</td>
<td></td>
<td></td>
<td>41.32</td>
</tr>
</tbody>
</table>

## Equipment Used

- USED GLP Tools
  - No Charge

## No. Men | Crafts Employed | Hours | Rate | Total
---|----------------|-------|------|-------
2 | 8 Paint new CMU: 8:30-11:45 | 4.5 | 39/hr | $151.50 |
8-15-19 | 8.25 hrs Per Man |       |      |       |
8-16-19 | Top Coat Blue CMU | 4.5 | 39/hr | $175.50 |

Cost w/o mark-up $____

We jointly certify that the above work was performed, and the quantities are correct as listed.

8-16-19

Peak Construction Representative

Date

[Signature]

[Date]
Cusic Masonry
1660 Linden Ln
North Liberty
IA 52317

Name / Address
Peak Construction Group
660 Liberty Way unit C,
North Liberty, IA 52317

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>6x8&quot;x16&quot; Regular block</td>
<td>140</td>
<td>1.86</td>
<td>260.40</td>
</tr>
<tr>
<td>6x8&quot;x16&quot; BB Block</td>
<td>35</td>
<td>2.28</td>
<td>79.80</td>
</tr>
<tr>
<td>Mortar Type S</td>
<td>26</td>
<td>7.45</td>
<td>193.70</td>
</tr>
<tr>
<td>Spec mix core fill</td>
<td>46</td>
<td>7.45</td>
<td>342.70</td>
</tr>
<tr>
<td>Wall ties, tapcons</td>
<td>85</td>
<td>1.18</td>
<td>100.30</td>
</tr>
<tr>
<td>Durawall</td>
<td>6</td>
<td>4.25</td>
<td>25.50</td>
</tr>
<tr>
<td>Epoxy</td>
<td>8</td>
<td>61.35</td>
<td>490.80</td>
</tr>
<tr>
<td>Rebar 20ft. #4</td>
<td>4</td>
<td>8.99</td>
<td>35.96</td>
</tr>
<tr>
<td>Floor Covering</td>
<td>1</td>
<td>218.00</td>
<td>218.00</td>
</tr>
<tr>
<td>Material disposal</td>
<td>1</td>
<td>375.00</td>
<td>375.00</td>
</tr>
<tr>
<td>Removal and Install of the 4 inch block on the inside of the windows</td>
<td>1</td>
<td>4,690.00</td>
<td>4,690.00</td>
</tr>
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Material is subject to tax and delivery
Estimate includes the removal of the old material and the installation of 6 inch block with #4 rebar epoxied every 2 ft Bond Beam on the top course grouted solid.
The block will be anchored to the brick veneer
Estimate does not include any exterior work
This estimate is a cap for the time and material

<table>
<thead>
<tr>
<th>Project</th>
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</tr>
</thead>
<tbody>
<tr>
<td>CR Metro High School</td>
<td></td>
</tr>
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</table>

Total

$6,812.16
Cusic Masonry  
1660 Linden Ln  
North Liberty  
IA 52317

Bill To  
Peak Construction Group  
660 Liberty Way unit C,  
North Liberty, Ia 52317

<table>
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<tr>
<th>Quantity</th>
<th>Description</th>
<th>Rate</th>
<th>Amount</th>
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<tbody>
<tr>
<td>125</td>
<td>6x8x16&quot; Regular block</td>
<td>1.86</td>
<td>232.50</td>
</tr>
<tr>
<td>35</td>
<td>6x8x16&quot; BB Block</td>
<td>2.28</td>
<td>79.80</td>
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<tr>
<td>26</td>
<td>Mortar Type S</td>
<td>7.45</td>
<td>193.70</td>
</tr>
<tr>
<td>46</td>
<td>Spec mix core fill</td>
<td>7.45</td>
<td>342.70</td>
</tr>
<tr>
<td>85</td>
<td>Wall ties, lapcoons</td>
<td>1.18</td>
<td>100.30</td>
</tr>
<tr>
<td>6</td>
<td>Durawall</td>
<td>4.25</td>
<td>25.50</td>
</tr>
<tr>
<td>8</td>
<td>Epoxy</td>
<td>61.35</td>
<td>490.80</td>
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<tr>
<td>4</td>
<td>Rebar 20ft #4</td>
<td>8.99</td>
<td>35.96</td>
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<td>Floor Covering</td>
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<tr>
<td>1</td>
<td>Material disposal</td>
<td>375.00</td>
<td>375.00</td>
</tr>
<tr>
<td></td>
<td>Removal and Install of the 4 inch block on the inside of the windows</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>72</td>
<td>Hours logged</td>
<td>65.00</td>
<td>4,680.00</td>
</tr>
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Material is subject to tax and delivery

Estimate includes the removal of the old material and the installation of 6 inch block with #4 rebar epoxied ever 2 ft
Bond Beam on the top course grouted solid.
The block will be anchored to the brick veneer
Estimate does not include any exterior work
This estimate is a cap for the time and material

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<th>Terms</th>
<th>Project</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>CR Metro High School</td>
</tr>
</tbody>
</table>

Total $6,774.26
# Cusic Masonry LLC

**PROJECT:** CR Metro  
**CONTRACTOR:** Peak Con  
**ARCHITECT:**  
**PROJECT NO.:**  
**CONTRACT NO.:**  
**DATE:** 8/6/11

## TIME & MATERIAL DAILY LOG

**Log of Work:**
Removal of 4" inch blocks

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>400 bags (floor covering)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Foam (floor covering)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EQUIPMENT USED**
Truck  
Sawtooth  
Plumb

<table>
<thead>
<tr>
<th>NO. MEN</th>
<th>CRAFTS EMPLOYED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Mason</td>
<td>21.5</td>
<td></td>
<td>132,50</td>
</tr>
</tbody>
</table>

**DAILY TOTAL COST:**

---

We jointly certify that the above work was performed, and the quantities are correct as listed.

---

Contractor's Representative  
Inspector

---

Sheet 1 of 1 Sheets
Cusic Masonry LLC

Log of Work:
- Removal of 4inch blocks
- Drilled Core
- Cored Bar
- Tagged Binch Block

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebar # 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GPTY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Binch Block</td>
<td></td>
<td>Logged On</td>
<td></td>
</tr>
<tr>
<td>Mortar type S</td>
<td></td>
<td>Final</td>
<td></td>
</tr>
<tr>
<td>Core Fill</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EQUIPMENT USED
- Truck (Diamond Blade)
- Spadehoe
- Pick
- Hammer Drill

<table>
<thead>
<tr>
<th>NO. MEN</th>
<th>CRAFTS EMPLOYED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>5</td>
<td>Mason</td>
<td>32.5</td>
<td>65</td>
<td>$2112.50</td>
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</table>

DAILY TOTAL COST $________

We jointly certify that the above work was performed, and the quantities are correct as listed.

Contractor's Representative: ____________________________
Inspector: ____________________________

Sheet 1 of 1 Sheets
## Cusic Masonry LLC

**PROJECT**  
CB metro

**CONTRACTOR**  
Peaks Co.

**ARCHITECT**

**PROJECT NO.**

**CONTRACT NO.**

**DATE**  
8-8-19

---

### TIME & MATERIAL DAILY LOG

**Log of Work:**

- Light Block / Redder units
- Killer Corn
- Take down guttering
- Clear

---

### MATERIALS USED

<table>
<thead>
<tr>
<th></th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bricks</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Blocks</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mortar</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Core Fill</td>
<td>$</td>
<td></td>
</tr>
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### EQUIPMENT USED

<table>
<thead>
<tr>
<th></th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
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### NO. MEN  

<table>
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<tr>
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<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>18</td>
<td>65</td>
<td>1170</td>
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</table>

---

**DAILY TOTAL COST** $____

---

We jointly certify that the above work was performed, and the quantities are correct as listed.

---

Contractor's Representative

Inspector

---

Sheet 1 of 1 Sheets
# TIME & MATERIAL DAILY LOG

**Log of Work:**

- Laid Down plastic
- Set up Scaffold
- Tore out Block

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 roll Plastic</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Form</td>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>EQUIPMENT USED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Scaffold</td>
<td></td>
<td></td>
<td>Plank</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NO. MEN</th>
<th>CRAFTS EMPLOYED</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Laying Plastic, Set Scaffold, Demolish Block</td>
</tr>
</tbody>
</table>

Cost w/o mark-up $____

We jointly certify that the above work was performed, and the quantities are correct as listed.

**Peak Construction Representative** 8-6-19 **Representative**
TIME & MATERIAL DAILY LOG

Log of Work:
- Removal of 4" Block
- Drilled Rebar
- Epoxy Bar
- Laid 22 Block

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebar #4</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Epoxy</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2&quot; Block</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Master type S</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Core Fill</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EQUIPMENT USED</th>
<th>HOURS</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Saw/Diamond Blade</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Scaffolding</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Plank</td>
<td></td>
<td></td>
<td>$</td>
</tr>
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</table>

<table>
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<th>NO. MEN</th>
<th>CRAFTS EMPLOYED</th>
<th>HOURS</th>
<th>RATE</th>
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</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Mason</td>
<td>32.5</td>
<td></td>
<td>$</td>
</tr>
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</table>

Cost w/o mark-up $_______

We jointly certify that the above work was performed, and the quantities are correct as listed.

Peak Construction Representative  Date  Representative  Date
**TIME & MATERIAL DAILY LOG**

Log of Work:
Laid 6" Block & Slipped w/ Rebar, Drilled Rebar - Epoxy Bar

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebar #4</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>6&quot; Block</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Epoxy</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mortar Type S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Core Fill</td>
<td></td>
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<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Scaffolding</td>
<td></td>
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<td>Pump</td>
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<td></td>
</tr>
<tr>
<td>Saw / Diamond Blade</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
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<th>NO. MEN</th>
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<th>RATE</th>
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<tbody>
<tr>
<td>3</td>
<td>Masons</td>
<td>24</td>
<td></td>
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Cost w/o mark-up $ __________

We jointly certify that the above work was performed, and the quantities are correct as listed.

Peak Construction Representative: ___________________________  Date: 8-8-19
Representative: ___________________________  Date: __________
To: Rich Reysack - CR CSD

From: Steve Oyen - Peak Construction

COR: 002

Project: CR CSD Metro HS Window and Door

Date: 09/5/19

Description: T&M Wood Blocking and Misc Demo at Main Entry Storefront and Window

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Sum</th>
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<tbody>
<tr>
<td>Peak Construction</td>
<td></td>
</tr>
<tr>
<td>Labor:</td>
<td>19</td>
</tr>
<tr>
<td>Management:</td>
<td>2</td>
</tr>
<tr>
<td>Material:</td>
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Subtotal: $1,176.70
OHP: $176.51
Bond: $19.49
Total: $1,372.69
TIME & MATERIAL DAILY LOG

Log of Work:

Above ceiling work @ W-D frame for discussions
Jeff & the school district #001A

<table>
<thead>
<tr>
<th>MATERIALS USED</th>
<th>TYPE</th>
<th>UNIT COST</th>
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<tr>
<td>(2) 16' fire treated 2x4</td>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td>Screws</td>
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<td></td>
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<th>RATE</th>
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</table>

<table>
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<tr>
<th>NO. MEN</th>
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<th>HOURS</th>
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<tr>
<td>1</td>
<td>Carpenter</td>
<td>9.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Carpenter</td>
<td>9.5</td>
<td></td>
<td></td>
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Cost w/o mark-up $ ___________

We jointly certify that the above work was performed, and the quantities are correct as listed.

Peak Construction Representative  Date  Representative  Date
**INVOICE: 103107**

<table>
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<th>LINE</th>
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<th>ORDERED</th>
<th>UM</th>
<th>SKU</th>
<th>DESCRIPTION</th>
<th>LOCATION</th>
<th>UNITS</th>
<th>PRICE/PER</th>
<th>EXTENSION</th>
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<tr>
<td>1</td>
<td>2</td>
<td>2</td>
<td>EA</td>
<td>121</td>
<td>2X4-16 FIRE RETARDANT</td>
<td>N</td>
<td>2</td>
<td>10.851 /EA</td>
<td>21.70 N</td>
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<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>picked up by Quentin</td>
<td>N</td>
<td></td>
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**AMOUNT CHARGED TO STORE ACCOUNT**

| TAXABLE   | 0.00 |
| NON-TAXABLE | 21.70 |
| SUBTOTAL  | 21.70 |

**TOTAL**

| TOTAL    | 21.70 |

Terms: net 10th of month, past due accounts will be charged a Finance Charge of 1.25% per month, 15.00% annual.
CONSENT AGENDA

BA-20-138   Final Approval – Wilson Middle School - Asphalt Repair Project – Certificate of Substantial Completion (Rich Reysack)

Exhibit: BA-20-138.1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $22,420.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 14, 2019.

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 – Wilson Middle School - Asphalt Repair Project.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Wilson Middle School Asphalt Repairs 2019

CONTRACTOR: Pate Asphalt Systems

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

CONTRACT FOR: $22,420.00
CHANGE ORDERS: $0.00
CONTRACT TOTAL: $22,420.00

CONTRACT DATE: February 13th, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Mill 2 inches of asphalt and overlay with 2 inches of new asphalt, parking lot

The work performed under this contract has been reviewed and found to be substantially completed

No Exceptions

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

Contractor: Pate Asphalt Systems
Name: Rich Reysack
Date: October 14, 2019

Project Supervisor
Name: Rich Reysack
Date: October 14, 2019

Formal board action taken on October 14, 2019

Board of Education Secretary
Date: October 14, 2019

Buildings & Grounds
2500 Edgewood Rd NW • Cedar Rapids, IA 52405
Phone: (319) 558-2202 • FAX: (319) 558-2208
Pate Asphalt Systems Co.
3285 3rd Avenue
Marion, IA  52302-3928
319-393-4812

BILL TO
Cedar Rapids Community Schools
ATTN: Accounting Department
PO Box 879
Cedar Rapids, IA  52406-0879

<table>
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<th>P.O. NO.</th>
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<table>
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<tr>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>Wilson Middle School - 2301 J Street SW</td>
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<tr>
<td>Asphalt repair project 2019</td>
<td>22,420.00</td>
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<tr>
<td>Less previously billed (95%)</td>
<td>-21,299.00</td>
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Thank you for your business. 1.5% per month finance charge to accounts over 30 days past due.

Total $1,121.00
CONSENT AGENDA

BA-20-139  Final Approval – Polk AEC - Asphalt Repair Project – Certificate of Substantial Completion (Rich Reysack)

Exhibit: BA-20-139.1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $17,930.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 14, 2019.

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 – Polk AEC - Asphalt Repair Project.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Polk Alternative Ed Center Asphalt Repairs 2019

CONTRACTOR: Pate Asphalt Systems

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

CONTRACT FOR: $17,930.00
CHANGE ORDERS: $ 0.00
CONTRACT TOTAL $17,930.00

CONTRACT DATE: February 13th, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
3 inch base and 2 inch overlay, new parking lot work

The work performed under this contract has been reviewed and found to be substantially completed.

No Exceptions

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

Contractor

Date 10-3-19

Project Supervisor

Date Aug-14-2019

Formal board action taken on October 14, 2019 accepted the project.

Board of Education Secretary

Date October 14, 2019

Buildings & Grounds
2500 Edgewood Rd NW • Cedar Rapids, IA 52405
Phone: (319) 558-2202 • FAX: (319) 558-2208
Pate Asphalt Systems Co.
3285 3rd Avenue
Marion, IA 52302-3928
319-393-4812

Cedar Rapids Community Schools
ATTN: Accounting Department
PO Box 879
Cedar Rapids, IA 52406-0879

<table>
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<tr>
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<tr>
<td>Polk Elementary School - 1500 B Avenue NE</td>
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<tr>
<td>Asphalt repair project 2019</td>
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<td>Less previously billed (95%)</td>
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Thank you for your business. 1.5% per month finance charge to accounts over 30 days past due.

Total  $896.50
CONSENT AGENDA

BA-20-140 Final Approval – Erskine Elementary School - Asphalt Repair Project – Certificate of Substantial Completion (Rich Reysack)

Exhibit: BA-20-140.1-2

Action Item

Pertinent Fact(s):

The project was completed for the contract price of $17,101.00 and the funding was provided by the Physical Plant and Equipment Levy Fund (PPEL). The project was substantially completed on August 14, 2019.

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 – Erskine Elementary School - Asphalt Repair Project.
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Erskine Elementary School Asphalt Repairs 2019

CONTRACTOR: Pate Asphalt Systems

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

CONTRACT FOR: $17,101.00
CHANGE ORDERS: $0.00
CONTRACT TOTAL $17,101.00

CONTRACT DATE: February 13th, 2019

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Mill 2 inches of asphalt and overlay with 2 inches of new asphalt, parking lot

The work performed under this contract has been reviewed and found to be substantially completed.

No Exceptions

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

Contractor
Pate Asphalt Systems

Project Supervisor
Rich Reedy

Name
Jane Pate

Name

Date 10-3-19

Date

Formal board action taken on October 14, 2019

Board of Education Secretary

Date October 14, 2019

Buildings & Grounds
2500 Edgewood Rd NW • Cedar Rapids, IA 52405
Phone: (319) 558-2202 • FAX: (319) 558-2208
Pate Asphalt Systems Co.
3285 3rd Avenue
Marion, IA  52302-3928
319-393-4812

Cedar Rapids Community Schools
ATTN: Accounting Department
PO Box 879
Cedar Rapids, IA 52406-0879

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<tr>
<td>Erskine Elementary School - 600 36th Street SE</td>
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Thank you for your business. 1.5% per month finance charge to accounts over 30 days past due.

Total $855.05
CONSENT AGENDA

BA-20-141  Agreement – Cedar Rapids Community School District and OPN Architects, Inc.  
(David Nicholson)

Exhibit: BA-20-141.1-89

Action Item

Pertinent Fact(s):

1. On February 14, 2019, the Board of Education heard presentations for the top 3 firms as recommended by the District’s Architect Interview Committee. At the February 25, 2019 meeting, the Board of Education received an update from representatives of the Coolidge Architecture Interview Committee. Based on their analysis and the fact that OPN received the top score from the committee, the Board approved OPN as the Architecture Firm for the new Coolidge Elementary School project.

2. Contract negotiations were put on hold until the legislature passed the SAVE extension bill, which happened April 25, 2019. Between April 25th and mid to late May 2019, the District and OPN were gathering cost estimates to determine the overall project cost for the contract.

3. The proposed contract establishes a preliminary overall budget of $23.5 million with the final budget being set upon the completion of the design development documents. OPN’s fee is 6% of the final issued contract amount for construction.

Recommendation:

It is recommended that the Board of Education approve the Agreement and Rider between the Cedar Rapids Community School District and OPN Architects, Inc. for the new Coolidge Elementary School Project.
Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the First Day of October in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

for the following Project:
(Name, location and detailed description)

New Coolidge Elementary Building
6223 First Avenue SW
Cedar Rapids, IA 52405
OPN Project No. 19213000

REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ufferts (buftert@opnarchitects.com)

The Owner and Architect agree as follows.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 SUPPLEMENTAL AND ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

(Paragraph deleted)

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner’s program for the Project:
(Insert the Owner’s program, identify documentation that establishes the Owner’s program, or state the manner in which the program will be developed.)

The anticipated Project consists of the construction of a New Elementary School to replace the existing Coolidge Elementary on the existing site. The initial understanding of the conceptual Program is for a K-5, +/−600 student facility, which could include programs for ELL, Special Education, Pre-School, and a Community Hub, in addition to the general requirements for administration, academics, media center, fine arts, athletics, food service, and all related support spaces. Additional details will be determined as the project is better defined.

§ 1.1.2 The Project’s physical characteristics:
(Identify or describe pertinent information about the Project’s physical characteristics, such as size, location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The New Elementary School will be located on the existing Coolidge Elementary site, with construction to commence and be completed while the existing facility remains in operation. The New Elementary is estimated by the district to be approximately 90,000 square feet and designed to best utilize the existing site to maximize long-term use. The project will be Phased Construction, in order to address site preparation and infrastructure, building construction, site construction, building demolition, final site construction, and project close-out. Additional site design may be required to accommodate the relocation of existing ball diamonds within the boundaries of the site.
§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The Owner has established an initial overall Total Project Budget with funding of $23,500,000 for all work related to this project on this site. The Total Project Budget shall include all Construction related costs, Building Demolition, Site Work, Professional Design Fees, Government Agency Fees, Fixtures, Furnishings and Equipment. Additional fundings details are unknown at this time and will be determined at a later date. The Owner shall establish a final total project budget at the completion of the Design Development Documents.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Anticipated Design Phase milestone dates:

| Programming/Benchmarking   | June/July 2019 |
| Community Engagement       | July/August 2019 (ongoing as needed) |
| Conceptual Design          | July/August 2019 |
| Schematic Design           | September/October 2019 |
| Design Development          | November/December 2019 |
| Contract Documents          | January - February 2020 |
| Bidding/Negotiations        | January-February 2020 |
| Construction                | April 2020 – June 2021 |
| Owner Occupancy             | June / July 2021 |
| Building Demolition         | July – October 2021 |
| Final Closeout              | October 2021 |

.2 Anticipated Construction commencement date

April 2020

.3 Anticipated Substantial Completion date or dates:

June 2021 (for the New Elementary)

.4 Other milestone dates:

July 2021 - Owner Occupancy
October 2021 – Demolition of Existing Building completed.
October 2021 – Final Project Closeout

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

The Project shall be Design / Bid / Build. Bid Documents to be issued in one single bid package for Bidding, with competitive public bidding for the entire scope of work for one contract to a single General Contractor.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:

(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

N/A
§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Ms. Noreen Bush, Interim Superintendent
Cedar Rapids Community School District

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

David Nicholson, Executive Director of Business, and Board Treasurer
Cedar Rapids Community School District.

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: To Be Determined.

.2 Civil Engineer: To Be Determined.

.3 Building Commissioning: (if requested) To Be Determined.

(Paragraph deleted)
Other, if any:
(List any other consultants and contractors retained by the Owner.)

To be Determined

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Roger Worm, AIA
Principal
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
.1 Structural Engineer:

Raker Rhodes
3924, 112 E Washington Street

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User Notes: (1347627685)
Iowa City, Iowa 52240
Telephone Number: 319.333.7850

2 Mechanical Engineer:

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

3 Electrical Engineer:

Design Engineers
8801 Prairie View Lane SW
Cedar Rapids, Iowa 52404
Telephone Number: 319.841.1944

Civil Engineer:

Hall & Hall Engineers
1860 Boyson Road
Hiawatha, Iowa 52233
Telephone Number: 319.362.9548

§ 1.11.12 Consultants retained under Supplemental Services:

Landscape Architect:
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

Food Service:
Rapids Foodservice
6201 S. Gateway Drive
Marion, Iowa 52302
Telephone Number: 800.553.7906

Signage/Environmental Graphics: To be determined

Cost Estimator:
Stecker-Harmsen
510 S. 17th Street #110
Ames, Iowa 50010
Telephone Number: 515.232.4638

Fixtures, Furnishings and Equipment (FFE):
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

Security Consulting (Specialized):
Harris Associated Consulting
20505 Cricket Lane
Lenexa, Kansas

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall, upon mutual agreement, appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013 Project Building Information Modeling Protocol Form, or such other mutually agreed upon document, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by architects, with experience in projects similar to the Project, practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously, and economically as is consistent with such professional skill and care and the orderly progress of the Project and will perform the Architect’s services in a manner consistent with the benefit of the project.

§ 2.2.1 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner’s policies that may exist as of the date of this Agreement.

§ 2.2.2 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect’s standard of care contained in Section 2.2.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which representative must be acceptable to the Owner. The Architect may not change said representative without the Owner’s consent. The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner’s Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa law related to any release of retainage funds. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.
§ 2.4 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance to meet the Owners provisions as provided as "Exhibit B" included within the original RFP dated 12/18/18, until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 1.19.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers’ Compensation will be provided as statutorily required.

§ 2.5.5 Employers’ Liability with policy limits not less than Five Hundred Thousand ($500,000.00) each accident, Five Hundred Thousand ($500,000.00) each employee, and Five Hundred Thousand ($500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000.00) per claim and Two Million Dollars ($2,000,000.00) in the aggregate.

§ 2.5.7 Excess and Umbrella Liability policy with limits not less than Two Million Dollars ($2,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate.

(Paragraphs deleted)

§ 2.5.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.5. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of three (3) years from the date of this Agreement.

§ 2.5.9 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy, including the Cedar Rapids Community School District as additional insured, does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670."

§ 2.5.10 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on
this policy of insurance does not waive any of the defense of governmental immunity to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time."

§ 2.5.11 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. Any additional engineering or consulting services necessary to produce a reasonably complete and accurate set of Construction Documents as may be applicable to the Project will be provided as an additional service with appropriate compensation. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect’s services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.7 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, regulations and school district policies in effect at the time of construction document submission to building authorities. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered Architect and/or Engineer in responsible charge, a certificate that the work was done by such registered Architect and/or Engineer or under the registered Architect's and/or Engineer's direct personal supervision and the Iowa legible seal for such registrant.

§ 3.1.8 As deemed necessary by the Architect in its professional judgment, the Architect shall review its design for compliance with applicable: (a) technical specifications, (b) building codes, (c) ADA standards, (d) approved Project construction budgets, (e) approved Project schedules, and (f) other contract obligations.
§ 3.1.9 The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner.

§ 3.1.10 The Architect shall notify the Owner, in writing, of any other information needed for the Project that is not included in or to be provided under this Agreement.

§ 3.1.11 The Owner is not responsible for identifying what information, survey services, or reports are required or needed for the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall work with the Owner to confirm the program and other information furnished by the Owner, and shall review laws, codes, and regulations to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner applicable to the Architect’s services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project including the feasibility of incorporating environmentally responsible design approaches. The Owner must approve any alternative design approaches offered by the Architect prior to incorporating said approaches.

§ 3.2.4 Based on the Project requirements, schedule and budget for the Cost of Work, agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

(Paragraph deleted)

§ 3.2.8 The Architect shall not proceed with the Design Development Phase as set forth in Section 3.3 until:

1. The Architect has received the Owner’s approval of the Schematic Design Documents;
2. The Architect has provided the Owner with a written estimate of the Cost of the Work that is within the Owner’s Budget for the Cost of the Work, and
3. The Architect has received authorization and direction from the Owner to proceed with the Design Development Phase. Significant design changes requested after Owner’s approval of Schematic Design may impact project schedule and incur additional professional fees.
§ 3.3 Design Development Phase Services
§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements, schedules, and the budget for the Cost of the Work, the Architect will meet with the Owner to review the designs and discuss options. Based on these discussions and the Architect's review, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:
.1 The Architect has received the Owner's approval of the Design Development Documents,
.2 The Architect has provided the Owner with an estimated bid date and a written estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
.3 The Architect has received authorization and direction from the Owner to proceed with the Construction Documents Phase. Design changes requested after Owner's approval of Design Development that impact building systems or envelope may impact project schedule and incur additional professional design or engineering fees.

§ 3.4 Construction Documents Phase Services
§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents and the Architect shall assist the Owner in filing the documents in the Owner's name, if necessary, or as required for the approval of governmental authorities having jurisdiction over the Project. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

§ 3.4.3 During the development of the Construction Documents, the Architect with the cooperation of the Owner shall develop and prepare (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26, Iowa Code Chapter 573 and any other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. Design changes requested during Construction Documents that impact building systems or envelope may impact project schedule and will incur additional professional design or engineering fees.

§ 3.4.6 The Architect shall include in the Conditions of the Contract for Construction and Specifications requirements that the Contractor provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating, ventilation, air conditioning and other building systems installed by the Contractor and provide all warranty information pertaining to such systems.

§ 3.5 Procurement Phase Services

§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) evaluating and validating the bids to determine the successful bid, if any; and, based on the above, the Architect shall make a recommendation to the Owner regarding the lowest responsive and responsible bid received, and (4) preparing contracts for construction after award by Owner.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall not proceed with the competitive bidding phase until:

.1 The Architect has received the Owner's acceptance of the Construction Documents;

.2 The Architect has provided the Owner and the Owner’s Representative with a final estimate for the Cost of the Work that is within the Owner’s Budget for the Cost of the Work; and

.3 The Architect has received authorization and direction from the Owner to proceed with the competitive bidding phase.

§ 3.5.2.3

The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders in compliance with Iowa's Procurement Laws; and to set up information on a website for Contractor’s access to the Bidding Documents;

.2 distributing (or utilizing the services of a document reproduction company) the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining or having maintained by a document reproduction company a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; costs associated with a document reproduction company will be either a reimbursable to the project or a direct expense of the Owner.

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and

.6 reviewing and making recommendations regarding the lowest responsive and responsible bidder(s).

(Paragraphs deleted)

§ 3.5.2.4 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitution, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.
§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified and incorporated herein by reference. If the Owner and Contractor modify AIA Document A201—2017 General Conditions of the Contract for Construction, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect’s services under this Agreement, the Architect’s compensation and schedule shall be adjusted pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Document A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project shall control.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement and until the final warranty period/inspection review is complete. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment or the completion of the ten (10) month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the warranty correction period. Provided, however, the Architect shall not issue the final Certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A201 General Conditions of the Construction Contract and the Work has been fully completed in accordance with the Contract Documents.

§ 3.6.1.4 The Architect shall review and answer reasonable, properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall consult with the Owner and they shall mutually consider such requests and the responses thereto. The Architect shall provide the Owner with a copy of all requests and responses. In no case will the Architect’s review period on any requests for information be more than fifteen (15) days after receipt of the request, unless otherwise agreed by all parties.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, shall attend all official construction progress meetings and visit both sites while Work is in progress as mutually agreed to by the parties in Section 4.2.3, to observe and evaluate the site and the Work; to become familiar with the progress and quality of the Work; to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall keep the Owner informed of the progress and quality of the Work and its conformance with the Construction Documents and the construction schedule and will report to Owner known deviations from the Contract Documents and Construction Schedule. The Architect will provide the Owner with a field observation report within five (5) working days after completion of each site visit as the Project progresses. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

§ 3.6.2.2 If the Architect has knowledge of any Work which does not conform to the Contract Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work, except for minor issues with no impact to the Construction Schedule or Construction Budget, without prior written approval of the Owner. Wherever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents.
whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect, nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing and received within fifteen (15) days of receipt of the request, unless other time limits are otherwise agreed upon.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of systems and equipment, at the request of the Owner or the Owner’s Commissioning Agent, to help determine that such Work has been completed in accordance with the requirements of the Contract Documents and that the systems and equipment are functioning properly and fit for the intended purposes. This shall not require or obligate the Architect to perform any on-going "commissioning" services.

§ 3.6.2.7 The Architect shall not knowingly select and specify materials for the Project with asbestos or asbestos-containing material.

§ 3.6.2.8 Ten (10) months after substantial completion of the Project, the Architect shall participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect at the time of certification.

§ 3.6.3.2 The issuance of a Certificate for Payment shall be a representation that the Architect has confirmed that the Contractor has submitted all required data and information with its Application for Payment, but shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment and shall stamp each such application on the date it was received by the Architect and shall forward copies of same to Owner after being signed by Architect.
§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall promptly review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Contractor’s submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to the standard of care and scope of services under this Agreement.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may order minor changes in the Work, upon notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. For all other changes in the Work the Architect must obtain the Owner’s written approval. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s review and approval and execution in accordance with the Contract Documents.

§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall:
.1 conduct site observations and evaluations to determine the date of Substantial Completion and the date of final completion;
.2 issue Certificates of Substantial Completion;
.3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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User Notes: (1347627885)
§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner, unless the Owner authorizes differently, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect, acting as the Owner’s authorized contract representative in accordance with the requirements of Iowa Code Chapter 26, shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of Work and/or for Iowa Code Chapter 573 claims filed. The Architect shall promptly notify the Owner if the Contractor requests early release of retainage funds upon achieving Substantial Completion and shall provide to the Owner all documentation provided to the Architect by the Contractor in relation to request for early release of retainage funds to the Contractor.

§ 3.6.6.4 Before the Work is found to be finally completed by the Architect, it shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of Iowa Code Chapter 573 claims (the equivalent to mechanic’s liens under Iowa law for public improvement projects) or bonds indemnifying the Owner against filed claims; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, (1) inspect the Project site, (2) provide assistance in enforcing any warranty issued by the Contractors, and (3) conduct a meeting between the Contractor and Owner to review the facility operations and performance. The Architect shall promptly inform the Contractor, the Owner and Owner’s Representative, in writing, of the results of this review and make appropriate recommendations.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
§ 4.1 Supplemental Services
§ 4.1.1 The services listed below as being the responsibility of the Architect shall be included in Basic Services, except where noted. For those areas noted as an additional fee, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. (Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

<table>
<thead>
<tr>
<th>Supplemental Services</th>
<th>Responsibility (Architect, Owner, or not provided)</th>
<th>Location of Service Description (Section 4.2 below or in an Exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1.1 Programming (Pre-Save services)</td>
<td>Architect/Owner</td>
<td>Provided by Architect – No Fee</td>
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<tr>
<td>§ 4.1.1.2 Three (3) preliminary designs (Pre-Save)</td>
<td>Architect</td>
<td>Provided by Architect – No Fee</td>
</tr>
<tr>
<td>§ 4.1.1.3 Measured drawings of existing facility</td>
<td>Not Provided</td>
<td>Additional Service if required</td>
</tr>
<tr>
<td>§ 4.1.1.4 Existing facilities surveys</td>
<td>Not Provided</td>
<td>Additional Service if required</td>
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<td>§ 4.1.1.5 Site evaluation and planning</td>
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<td>§ 4.1.1.6 Building Information Model management responsibilities</td>
<td>Architect to LOD 300*</td>
<td>If requested by Owner greater than LOD 300 – Additional Services</td>
</tr>
<tr>
<td>§ 4.1.1.7 Develop Building Information Models for post construction use</td>
<td>Not Provided</td>
<td>Additional Service if required</td>
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<tr>
<td>§ 4.1.1.8 Civil engineering – Site Survey and Traffic Impact Study</td>
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<td>Provided by Civil Engineer, contracted to Owner, if required</td>
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<tr>
<td>§ 4.1.1.9 Civil engineering (site design)</td>
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<td>Included in Basic Service</td>
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<td>§ 4.1.1.10</td>
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<td>§ 4.1.1.11</td>
<td>Landscape design</td>
<td>Architect</td>
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<td>§ 4.1.1.12</td>
<td>Architectural interior design</td>
<td>Architect</td>
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<td>§ 4.1.1.13</td>
<td>Value analysis</td>
<td>Not Provided</td>
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<td>§ 4.1.1.14</td>
<td>Detailed cost estimating beyond that required in Section 6.3</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.1.15</td>
<td>Full-time on-site project representation</td>
<td>Not Provided – Fulltime Rep.</td>
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<tr>
<td>§ 4.1.1.16</td>
<td>Conformed documents for construction</td>
<td>Not Provided</td>
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<tr>
<td>§ 4.1.1.17</td>
<td>As-designed record drawings</td>
<td>Architect</td>
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<tr>
<td>§ 4.1.1.18</td>
<td>As-constructed record drawings</td>
<td>Not Provided</td>
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<td>§ 4.1.1.19</td>
<td>Post-occupancy evaluation</td>
<td>Not Provided</td>
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<td>§ 4.1.1.20</td>
<td>Facility support services</td>
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<td>§ 4.1.1.21</td>
<td>Tenant-related services</td>
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<td>§ 4.1.1.22</td>
<td>Architect’s coordination of the Owner’s consultants</td>
<td>Not Provided</td>
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<td>§ 4.1.1.23</td>
<td>Telecommunications/data design</td>
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<td>Commissioning</td>
<td>Owner</td>
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<td>§ 4.1.1.26</td>
<td>Extensive environmentally responsible design</td>
<td>Not Provided</td>
</tr>
<tr>
<td>§ 4.1.1.27</td>
<td>LEED®</td>
<td>Not Provided</td>
</tr>
<tr>
<td>§ 4.1.1.28</td>
<td>Fast-track design services</td>
<td>Not Provided</td>
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<tr>
<td>§ 4.1.1.29</td>
<td>Multiple bid packages</td>
<td>Not Provided</td>
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<td>§ 4.1.1.26</td>
<td>Historic preservation / Salvage Existing</td>
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<td>§ 4.1.1.28</td>
<td>Furniture, furnishings, and equipment design</td>
<td>Architect</td>
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<td>§ 4.1.1.29</td>
<td>Food Service Planning and Equipment Specification</td>
<td>Architect</td>
</tr>
<tr>
<td>§ 4.1.1.30</td>
<td>Building Demolition/Site Restoration</td>
<td>Architect</td>
</tr>
</tbody>
</table>

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2. – BIM
Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components.

§ 4.1.2.1.1 – Programming -
The design team shall create and refine the Owner’s program for the new elementary, as a Pre-Save service, for no fee.

§ 4.1.2.1.2 – Civil Engineering for City related property (relocation of Ball Diamonds)
If required, the design team shall include the design and bidding documents for the relocation of the existing Ball Diamonds for an additional fee. Scope and fee to be determined by the Civil Engineer.

§ 4.1.2.1.3 – Landscape Design –
The design team shall provide landscape design services for the Coolidge Elementary site. Scope and fee identified in Section 11.2.

§ 4.1.2.1.4 – Cost Estimating – The design team shall have a Cost consultant prepare cost estimates at 100% complete Schematic Design; 75% complete Design Development; and 75% Construction Document Phase. Each estimate will better inform decisions during the design process. Fee identified in Section 11.2.

§ 4.1.2.1.5 – Furniture, Furnishings, and Equipment Design –
If requested, the design team shall provide design services for furniture planning, assist the Owner with the selection, and provide specification document services for procurement of new furniture for both buildings. Fee identified in Section 11.2.

§ 4.1.2.1.6 – Food Service –
The design team shall include a Food Service Consultant to inform decisions during programming and the design phases for the Kitchen and Dining spaces. The Food Service Consultant shall also produce food service equipment specifications and layout drawings for inclusion in the contract documents as well as provide bidding and construction administration services for their Scope of Work.

§ 4.1.2.1.7 – Energy Modeling
The design team shall provide the energy modeling required for use with energy rebate programs and life cycle analysis for the building. If additional energy modeling is requested a fee of $11,800 will be assigned.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.
(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2.1 – Commissioning
If requested, the Owner shall solicit proposals for building commissioning services at the end of the design development phase. The commissioning agent shall assist the design team through the completion of construction documents in addition to providing on-site systems commissioning services throughout construction and Project closeout.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services
The Architect may provide Additional Services after execution of this Agreement withoutinvalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional Services may be provided as a fixed fee as mutually agreed, or on an hourly rate, per attached Exhibit A.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization following school board approval:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revisions of codes, laws or regulations or by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing that is beyond regular board meeting updates; The Architect’s basic services includes preparations and attendance for two such public presentations and the public hearing required under Iowa Code Chapter 26 on the proposed plans, specs, form of contract and estimated total cost of construction. All printing and production of final materials to be reimbursable to the Owner.

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Intentionally left blank;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect and approved by the Owner.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.3 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect’s belief that such services are outside the scope of the Basic Services and qualify as Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner’s written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner’s determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall proceed to provide the following Additional Services, but immediately notify the Owner, and explain the facts and circumstances giving rise to the need to provide the Additional Services. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

.1 Reviewing a Contractor’s submittal more than 30 days out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor’s requests for information that are clearly negligent and not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior project correspondence or documentation and are repeatedly submitted following two onsite meetings to communicate process and expectations;

.3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service resulting from the contractor’s negligent actions;

.4 Evaluating more than ten (10) formal claims as the Initial Decision Maker; or,

.5 Evaluating and making subsequent revisions to Instruments of Service resulting from substitutions proposed by the Owner or Contractor.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.3.2 or for other services requested by the Owner, the Architect shall notify the
Owner in writing with reasonable promptness and (1) explain the basis of the Architect’s belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the Architect’s and Contractor’s schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner’s written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner’s determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services for both building sites separately. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;
.2 Twenty-Six (26) on-site visits/project meetings (approximately 1 site visit every 2 weeks for 15 months, excluding visits to the site by the Architect during construction for visits outlined in 4.2.3.3 – 4.2.3.5;
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;
.4 Two (2) inspections for any portion of the Work to determine final completion, and
.5 One (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately ten (10) months after Final Acceptance.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after the date of Substantial Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) days of the date of Substantial Completion through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services at standard hourly rates or an amount as mutually agreed for each additional week of service.

ARTICLE 5 OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall consult with the Architect to assist in establishing and periodically updating the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and (3) reasonable construction and estimate contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project to the extent permitted by law. The Owner shall render decisions and approve the Architect’s submittals as required by law, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall, upon request of the Architect, furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, and so forth.
deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of any necessary geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect.

| Arch. Request | Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall advise the Owner of the requirements of such tests and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including alleged negligent errors, omissions or inconsistencies in the Architect's Instruments of Service. However, Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

§ 5.12 Except when Owner communications have been specifically authorized or agreed upon by the parties, the Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall promptly provide the Owner with copies of any direct communication it has with the Contractor regarding any performance by the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.13 Before executing the Contract for Construction, the Owner, with the assistance of the Architect, shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraphs deleted)
ARTICLE 6  COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Bidding Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market between the date of submission of Construction Documents to the Owner and the date on which bids are sought.

§ 6.5 In the preparation of construction cost estimates as required by this Agreement, it shall be the responsibility of the Architect to design the Project so that such estimates do not exceed the Owner's Budget for Cost of the Work. Whenever the Architect finds, in its opinion, that the cost of the Work will exceed the Owner's Budget for the Cost of the Work, the Architect shall immediately stop work and notify the Owner in writing including any recommendations of the Architect for changes in the size and/or quality of the Project necessary to keep the estimated Cost of the Work within the Owner's Budget for the Cost of the Work. If so, directed by the Owner in writing, the Architect shall, at no cost to the Owner, revise or redraw any and all documents necessary for the construction of the Project so as to bring the estimated cost of construction within the Owner's Budget unless the Owner provides specific direction as to how they would like to proceed. The Owner shall cooperate with the Architect in making necessary adjustments to the Project's size and/or quality if necessary, to bring the estimated Cost of the Work within the Owner's Budget for the Cost of the Work.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsive, responsible bid, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. authorize rebidding of the Project within a reasonable time;
3. terminate in accordance with Section 9.5;
4. in consultation with the Architect, oversee the revision of the Project program, scope, or quality as required to reduce the Cost of the Work; or,
5. implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary and at no additional cost if the responsible bid exceeds the Owner's budget for the cost of work by more than 10% to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work by 10% or less, the Owner shall compensate the Architect for the modifications as an Additional
Service pursuant to Section 11.3. In any event, the Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility under this Article 6.

(Paragraphs deleted)

§ 6.8 The Architect shall make the Instruments of Service and the Construction Documents conform to this approved construction budget prior to bid opening. To this end, Owner shall provide to Architect a confirmed budget/list of funds available for the project that cannot be changed or reduced without discussion with Architect. If the Architect develops knowledge during the progress of the Architect’s work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Owner acknowledges the Architect’s construction documents, including electronic files, are instruments of professional services. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner reserves the right to use the construction documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein, except that Owner agrees not to distribute, disseminate or sell the Construction Documents to a third party for use on a different project. The Owner shall notify Architect in writing prior to Owner’s modifications and/or reuse of the instruments of service for the Project.

The Owner’s or its retained agent’s or representative’s modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner’s and/or other retained entities sole risk and without liability or legal exposure to the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from, the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the prior written authorization of the Architect.

§ 7.2 The aforementioned submission or distribution of documents to meet official regulatory requirements or for similar legal filing purposes in connection with the Project is not to be construed as publication in derogation of the Owner’s reserved rights. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than ten (10) years after the date of Final Acceptance of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect’s obligation under this Section 8.1.2 shall survive completion of Architect’s services under this Agreement or termination of this Agreement.

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§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation
§ 8.2.1

The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

(Paragraphs deleted)

§ 8.2.2 The parties shall share the mediator’s fee and any filing fees equally. The non-binding mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement except that payment may be withheld from the Architect for the Architect’s substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 At any time during the term of this Agreement the Owner may suspend the Project for an indefinite period of time upon seven (7) days written notice to the Architect. If the Owner suspends the Project without cause for less than one hundred eighty (180) consecutive days, then the Architect shall be compensated for services performed prior to notice of such suspension. If the Project is resumed, the Architect’s fees for the remaining services and the time schedules shall be negotiated. The Agreement shall remain in full force and effect on the Project under this Agreement not suspended.
§ 9.3 If the Owner suspends the Project for more than one hundred eighty (180) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with documented Reimbursable Expenses incurred prior to termination. The Architect shall not be entitled to any anticipated profits or consequential damages.

§ 9.7 The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following
(paragraphs deleted)
provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Article 7, Article 10, and Article 12.

§ 9.8 Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated for any one Project or all Projects, on an agreed date before the end of the Agreement period without penalty to either party.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

§ 9.10 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the laws of the State of Iowa. Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Linn County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as modified upon mutual agreement of the parties.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the
completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect and the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as confidential or business proprietary, the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose confidential or business proprietary information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

ARTICLE 11 COMPENSATION
§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows.

1 Stipulated Sum, determined as a fixed fee of 6% of the Owner's approved Budget for new Construction. Initial fees of $1,188,000 will be established as 6% of new construction costs of $19,800,000. Final fees will be determined and adjusted at the completion of 50% construction documents.

(Insert amount)

REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ufferts (bulferts@opnarchitects.com)
§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Programming/Pre-Save Services $ 0.00 (waive $58,000 fee)
Landscape Architecture $ 32,000.00 Allowance, pending scope TBD.
Food Service $ 14,400.00
Signage/Environmental Graphics $ 17,000.00 Allowance, if requested.
Cost Estimator $ 19,990.00
Energy Modeling $ 11,800.00
FFE (selection, design & bid documents) $ 54,000.00 allowance for competitive bids of FFE
Building Demolition/Site Reconstruction $ 52,600.00 also includes playground, Ball Diamonds
Exterior/Interior Renderings (if in excess of 4) $ 1,200.00 per each additional rendering
Subtotal $202,990.00 maximum estimate, final TBD

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)
Per Standard Hourly Rates attached as Exhibit A

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

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<thead>
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<th>Phase</th>
<th>Percent</th>
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<td>Design Development Phase</td>
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<td>Construction Documents Phase</td>
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<td>Bidding Phase</td>
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<tr>
<td>Construction Phase / Close-Out</td>
<td>Twenty-f</td>
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<td>Total Basic Compensation</td>
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§ 11.5.1 For the purposes of this Article 11 only, construction contract Change Orders shall be divided into two (2) groups: (1) Change Orders resulting solely from change in Project Scope (hereinafter called "Scope Change Orders"); and (2) all other Change Orders (hereinafter called "Other Change Orders"). Concerning additional fees for services pertaining to construction contract Change Orders, the Architect shall receive additional fees only for services pertaining to Scope Change Orders. Under no circumstances shall the Architect receive any additional fees for any work pertaining to Other Change Orders. Architect fees permitted by this Section 11.5.1 shall be negotiated.

§ 11.5.2 The Architect shall receive additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.6.4 and the responsible bid exceeds the Owner’s budget for the cost of work by more than 10%.

Init. /

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User Notes:
§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest responsive, responsible bid, or (2) if no such bid is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Consultant’s normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached schedule as Exhibit A.

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses that are Owner approved prior to the expense and incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Intentionally left blank;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Owner requested printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Intentionally left blank;
.7 Additional renderings, models, mock-ups, professional photography, videos, VR exercises and presentation materials beyond those identified in 4.2.1.7 requested by the Owner; Included within the Basic Services agreement are two exterior and two interior still renderings.
.8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Intentionally left blank;
.11 Intentionally left blank;
.12 Other similar Project-related expenditures approved by the Owner.

The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect’s consultants plus Ten percent (10%) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Architect shall notify the Owner and the Owner shall elect whether to require the additional insurance. If the Owner elects to require the additional insurance coverage, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below: (Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

At the actual cost of the additional coverage.

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

(Paragraph deleted)
§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty-one (31) calendar days after the invoice date shall bear interest at the rate
(Paragraphs deleted)
equal to one percent (1%) annually or the rate specified by the Iowa Code Section 74A.2, whichever is less.
§ 11.10.2.2 The Owner shall not withhold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)
§ 11.10.2.4 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.

§ 11.10.2.5. The Owner and/or its auditors and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Architect’s non-confidential (as defined by law), information materials, records or data relating to the Project. Such Records shall also include information, materials, records or data necessary to evaluate and verify direct and indirect costs (including, but not limited to, overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Architect’s Records have been generated from computerized data, the Architect agrees to and shall provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.

§ 11.10.2.6 The Architect shall preserve the Records for a period of twelve (12) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said twelve (12) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.2.7 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.3 - 11.10.2.6 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Sex Offender Acknowledgement
The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner’s schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of "Acknowledgment and Certification" Form, within ten (10) days of the execution of the Agreement or before any Company workers are on any Project site.

§ 12.2 Indemnification: The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect’s negligent error or omission in the performance of professional services required under this Agreement, including any plan or specification within the responsibility of
the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.

§ 12.3 If litigation is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

12.4 179D(d)(4) Energy Tax Allocation for Designers of Government-Owned Buildings. The Owner may agree but is not obligated to allocate to the Architect and the Architect’s participating and responsible Consultants all Section 179D tax deductions dedicated to the Designers of energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, section 179D, Notice 2008-40. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for consideration and possible approval on behalf of the design team and participating Consultants. The Architect and Architect’s participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations.

Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code in order to encourage the energy efficient design and construction of new or rehabilitated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 sets forth guidance as to the allocation of the section 179D deduction to designers of government owned buildings. Notice 2008-40 provides that in the case of a government owned property (Federal, State or Local government or political subdivision) the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity and may therefore be assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project as the sole election of the Owner. A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specification for a new building or an addition to an existing building that incorporates energy efficient commercial property allowed under Section 179D.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

1  AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
2  AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
   October 1, 2019
3  "Exhibit A" - OPN Hourly Rates

(Paragraphs deleted)

4 Exhibit "B" - Cedar Rapids Community School District "Rider to Standard Form of Agreement Between Owner and Architect"

This Agreement entered into as of the day and year first written above.

OWNER (Signature)  ARCHITECT (Signature)
Nancy Humbles, Board President  Roger Worm, AIA, Principal
(Printed name and title) (Printed name, title, and license number, if required)
Additions and Deletions Report for
AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:34:42 ET on 10/02/2019.

PAGE 1

AGREEMENT made as of the day of in the year GREEMENT made as of the First Day of October in the year Two Thousand Nineteen

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

OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

(Name, location and detailed description)

New Coolidge Elementary Building
6225 First Avenue SW
Cedar Rapids, IA 52405
OPN Project No. 19213000

REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, IA 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)
Becky Ulferts (bulferts@opnarchitects.com)
TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

The anticipated Project consists of the construction of a New Elementary School to replace the existing Coolidge Elementary on the existing site. The initial understanding of the conceptual Program is for a K-5, +/-600 student facility, which could include programs for ELL, Special Education, Pre-School and a Community Hub, in addition to the general requirements for administration, academics, media center, fine arts, athletics, food service, and all related support spaces. Additional details will be determined as the project is better defined.

The New Elementary School will be located on the existing Coolidge Elementary site, with construction to commence and be completed while the existing facility remains in operation. The New Elementary is estimated by the district to be approximately 90,000 square feet and designed to best utilize the existing site to maximize long-term use. The project will be Phased Construction, in order to address site preparation and infrastructure, building construction, site construction, building demolition, final site construction and project close-out. Additional site design may be required to accommodate the relocation of existing ball diamonds within the boundaries of the site.

The Owner has established an initial overall Total Project Budget with funding of $23,500,000 for all work related to this project on this site. The Total Project Budget shall include all Construction related costs, Building Demolition, Site Work, Professional Design Fees, Government Agency Fees, Fixtures, Furnishings and Equipment. Additional funding details are unknown at this time and will be determined at a later date. The Owner shall establish a final total project budget at the completion of the Design Development Documents.

1. Anticipated Design Phase milestone dates:

| Programming/Benchmarking  | June/July 2019 |
| Community Engagement      | July/August 2019 (ongoing as needed) |
| Conceptual Design         | July/August 2019 |
| Schematic Design          | September/November 2019 |
| Design Development         | November/December 2019 |
| Contract Documents         | January - February 2020 |
| Bidding/Negotiations       | January-February 2020 |
| Construction               | April 2020 – June 2021 |
| Owner Occupancy            | June / July 2021 |
| Building Demolition        | July – October 2021 |
| Final Closeout             | October 2021 |

2. Anticipated Construction commencement date: date

April 2020
.3 Anticipated Substantial Completion date or dates:

June 2021 (for the New Elementary)

July 2021 - Owner Occupancy

- October 2021 – Demolition of Existing Building completed.
- October 2021 – Final Project Closeout

The Project shall be Design / Bid / Build. Bid Documents to be issued in one single bid package for Bidding, with competitive public bidding for the entire scope of work for one contract to a single General Contractor.

N/A

PAGE 4

Ms. Noreen Bush, Interim Superintendent
Cedar Rapids Community School District

...  

David Nicholson, Executive Director of Business, and Board Treasurer
Cedar Rapids Community School District.

...  

.1 Geotechnical Engineer: To Be Determined.

.2 Civil Engineer: To Be Determined.

.3 Building Commissioning: (if requested) To Be Determined.

...  

To be Determined

...  

Roger Worm, AIA
Principal
OPN Architects, Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401
Telephone Number: 319.363.6018

...  

Raker Rhodes
3924 112 E Washington Street  
Iowa City, Iowa 52240  
Telephone Number: 319.333.7850  

Design Engineers  
8801 Prairie View Lane SW  
Cedar Rapids, Iowa 52404  
Telephone Number: 319.841.1944  

...  
Design Engineers  
8801 Prairie View Lane SW  
Cedar Rapids, Iowa 52404  
Telephone Number: 319.841.1944  

Civil Engineer:  
Hall & Hall Engineers  
1860 Boyson Road  
Hiawatha, Iowa 52233  
Telephone Number: 319.362.9548  

...  
Landscape Architect:  
OPN Architects, Inc.  
200 Fifth Avenue SE, Suite 201  
Cedar Rapids, Iowa 52401  
Telephone Number: 319.363.6018  

Food Service:  
Rapids Foodservice  
6201 S. Gateway Drive  
Marion, Iowa 52302  
Telephone Number: 800.553.7906  

Signage/Environmental Graphics: To be determined  

Cost Estimator:  
Stecker-Harmsen  
510 S. 17th Street #110  
Ames, Iowa 50010  
Telephone Number: 515.232.4638  

Fixtures, Furnishings and Equipment (FFE):  
OPN Architects, Inc.  
200 Fifth Avenue SE, Suite 201  
Cedar Rapids, Iowa 52401  
Telephone Number: 319.363.6018  

Security Consulting (Specialized):  
Harris Associated Consulting
20505 Crickett Lane
Lenexa, Kansas
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N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change, and, in that event, the Owner and the Architect shall, upon mutual agreement, appropriately adjust the Architect’s services, schedule for the Architect’s services, and the Architect’s compensation. The Owner shall adjust the Owner’s budget for the Cost of the Work and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, or such other mutually agreed upon document, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™—2013, Project Building Information Modeling Protocol Form, or such other mutually agreed upon document, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2—ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect, as a representative of the Owner, shall perform its services consistent with the professional skill and care ordinarily provided by architects/architects, with experience in projects similar to the Project, practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously, expeditiously, and economically as is consistent with such professional skill and care and the orderly progress of the Project and will perform the Architect’s services in a manner consistent with the benefit of the project.

§ 2.2.1 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner’s policies that may exist as of the date of this Agreement.

§ 2.2.2 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect’s standard of care contained in Section 2.2.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project, which representative must be acceptable to the Owner. The Architect may not change said representative without the Owner’s consent. The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner’s Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa law related to any release of retainage funds. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

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§ 2.5 The Architect shall maintain the following insurance to meet the Owners provisions as provided as "Exhibit B" included within the original RFP dated 12/18/18, until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

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§ 2.5.1 Commercial General Liability with policy limits of not less than (---) One Million Dollars ($1,000,000.00) for each occurrence and (---) Two Million Dollars ($2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (---) than One Million Dollars ($1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...  

§ 2.5.4 Workers’ Compensation at-statutory-limits will be provided as statutorily required.

§ 2.5.5 Employers’ Liability with policy limits not less than (---) each accident, (---) each employee, and (---) Five Hundred Thousand($500,000.00) each accident, Five Hundred Thousand ($500,000.00) each employee, and Five Hundred Thousand ($500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (---) Two Million Dollars ($2,000,000.00) per claim and (---) Two Million Dollars ($2,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations. Excess and Umbrella Liability policy with limits not less than Two Million Dollars ($2,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) in the aggregate.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 — SCOPE OF ARCHITECT’S BASIC SERVICES

§ 2.5.8 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.5. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of three (3) years from the date of this Agreement.

§ 2.5.9 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy, including the Cedar Rapids Community School District as additional insured, does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670."

§ 2.5.10 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time."

§ 2.5.11 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an
additional insured for claims caused in whole or in part by the Architect’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

ARTICLE 3: SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. Any additional engineering or consulting services necessary to produce a reasonably complete and accurate set of Construction Documents as may be applicable to the Project will be provided as an additional service with appropriate compensation. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner’s consultants. The Architect shall be entitled to reasonably rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.7 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, regulations and school district policies in effect at the time of construction document submission to building authorities. All Construction Documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered Architect and/or Engineer in responsible charge, a certificate that the work was done by such registered Architect and/or Engineer or under the registered Architect’s and/or Engineer’s direct personal supervision and the Iowa legible seal for such registrant.

§ 3.1.8 As deemed necessary by the Architect in its professional judgment, the Architect shall review its design for compliance with applicable: (a) technical specifications, (b) building codes, (c) ADA standards, (d) approved Project construction budgets, (e) approved Project schedules, and (f) other contract obligations.

§ 3.1.9 The Architect will attend review or approval meetings such as: planning and/or facility committee, school board, or public hearings as necessary and/or reasonably requested by the Owner.

§ 3.1.10 The Architect shall notify the Owner, in writing, of any other information needed for the Project that is not included in or to be provided under this Agreement.

§ 3.1.11 The Owner is not responsible for identifying what information, survey services, or reports are required or needed for the Project.

§ 3.2.1 The Architect shall review work with the Owner to confirm the program and other information furnished by the Owner, and shall review laws, codes, and regulations to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner applicable to the Architect’s services.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project and shall discuss with the Owner the feasibility of incorporating environmentally responsible design approaches. The Owner must approve any alternative design approaches offered by the Architect prior to incorporating said approaches.
§ 3.2.4 Based on the Project requirements, schedule and budget for the Cost of Work, agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.

... 

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3. 

... 

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements, schedules, and the budget for the Cost of Work, the Architect will meet with the Owner to review the designs and discuss options. Based on these discussions and the Architect’s review, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, and shall consist of drawings and other documentation including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. 

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§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:

1. The Architect has received the Owner’s approval of the Design Development Documents.
2. The Architect has provided the Owner with an estimated bid date and a written estimate for the Cost of the Work that is within the Owner’s Budget for the Cost of the Work, and
3. The Architect has received authorization and direction from the Owner to proceed with the Construction Documents Phase. Design changes requested after Owner’s approval of Design Development that impact building systems or envelope may impact project schedule and incur additional professional design or engineering fees.

...

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. The Architect shall assist the Owner in filing the documents in the Owner’s name, if necessary, or as required for the approval of government authorities having jurisdiction over the Project. To the extent caused by a negligent act, error or omission of the Architect, the Architect shall be responsible, at its own expense, for making any changes in the Construction Documents necessary to meet such design requirements.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal

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User Notes:

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forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26, Iowa Code Chapter 573 and any other applicable statutes at the time of issuance of bidding documents. Owner’s legal counsel shall be contacted by the Owner to review the Architect’s provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval. Design changes requested during Construction Documents that impact building systems or envelope may impact project schedule and will incur additional professional design or engineering fees.

§ 3.4.6 The Architect shall include in the Conditions of the Contract for Construction and Specifications requirements that the Contractor provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating, ventilation, air conditioning and other building systems installed by the Contractor and provide all warranty information pertaining to such systems.

... The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any, and; (4) awarding and preparing contracts for construction competitive bids; (2) confirming responsiveness of bids; (3) evaluating and validating the bids to determine the successful bid, if any; and, based on the above, the Architect shall make a recommendation to the Owner regarding the lowest responsive and responsible bid received, and (4) preparing contracts for construction after award by Owner.

... § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by not proceed with the competitive bidding phase until:

.1 facilitating the distribution of Bidding Documents to prospective bidders; The Architect has received the Owner’s acceptance of the Construction Documents;
.2 organizing and conducting a pre-bid conference for prospective bidders; The Architect has provided the Owner and the Owner’s Representative with a final estimate for
.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and the Cost of the Work that is within the Owner’s Budget for the Cost of the Work; and
.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders in compliance with Iowa’s Procurement Laws; and to set up information on a website for Contractor’s access to the Bidding Documents;
2. Distributing (or utilizing the services of a document reproduction company) the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining or having maintained by a document reproduction company a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; costs associated with a document reproduction company will be either a reimbursable to the project or a direct expense of the Owner.

3. Organizing and conducting a pre-bid conference for prospective bidders;

4. Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda;

5. Organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner; and

6. Reviewing and making recommendations regarding the lowest responsible responsive bidder(s).

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. Facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

2. Organizing and participating in selection interviews with prospective contractors;

3. Preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda;

4. Participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.5.2.4 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitution, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™—2017, General Conditions of the Contract for Construction, as modified and incorporated herein by reference. If the Owner and Contractor modify AIA Document A201—2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement. A201—2017 General Conditions of the Contract for Construction, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect’s services under this Agreement, the Architect’s compensation and schedule shall be adjusted pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Contract Document A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project shall control.

§ 3.6.1.2 The Architect shall be a representative of the Owner and shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. Agreement and until the final warranty period/inspection review is complete. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment/Completion or the completion of the ten (10) month...
pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the warranty correction period. Provided, however, the Architect shall not issue the final Certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A201 General Conditions of the Construction Contract and the Work has been fully completed in accordance with the Contract Documents.

§ 3.6.1.4 The Architect shall review and answer reasonable, properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall consult with the Owner and they shall mutually consider such requests and the responses thereto. The Architect shall provide the Owner with a copy of all requests and responses. In no case will the Architect’s review period on any requests for information be more than fifteen (15) days after receipt of the request, unless otherwise agreed by all parties.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about Work; to determine whether the Work evaluated and observed is proceeding in accordance with the Contract Documents and construction schedule and whether there are defects or deficiencies in the Work evaluated and observed. On the basis of on-site observations and evaluations, the Architect shall keep the Owner informed of the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents; (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in Work and its conformance with the Construction Documents and the construction schedule and will report to the Owner known deviations from the Contract Documents and Construction Schedule. The Architect will provide the Owner with a field observation report within five (5) working days after completion of each site visit as the Project progresses. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that the Architect has knowledge of any Work which does not conform to the Contract Documents. Whenever Documents which significantly impact the Owner, the Architect shall promptly notify the Owner. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work, except for minor issues with no impact to the Construction Schedule or Construction Budget, without prior written approval of the Owner. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to advise for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, employee or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness and received within fifteen (15) days of receipt of the request, unless other time limits are otherwise agreed upon.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, Contractor and shall not be liable for results of interpretations or decisions rendered in good
faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.6 Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of systems and equipment, at the request of the Owner or the Owner’s Commissioning Agent, to help determine that such Work has been completed in accordance with the requirements of the Contract Documents and that the systems and equipment are functioning properly and fit for the intended purposes. This shall not require or obligate the Architect to perform any on-going "commissioning" services.

§ 3.6.2.7 The Architect shall not knowingly select and specify materials for the Project with asbestos or asbestos-containing material.

§ 3.6.2.8 Ten (10) months after substantial completion of the Project, the Architect shall participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect at the time of certification.

§ 3.6.3.2 The issuance of a Certificate for Payment shall be a representation that the Architect has confirmed that the Contractor has submitted all required data and information with its Application for Payment, but shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment. Payment and shall stamp each such application on the date it was received by the Architect and shall forward copies of same to Owner after being signed by Architect.

§ 3.6.4.1 The Architect shall promptly review the Contractor’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

§ 3.6.4.2 In accordance with the Contractor’s submittal schedule, the Architect shall review and approve, or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take
appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, subject to the standard of care and scope of services under this Agreement.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents. The Architect shall advise the Owner, in writing, if the Architect becomes aware that the Work is proceeding in the absence of shop drawings and submittals that have been reviewed and approved, or are required to be reviewed and approved, in accordance with the Contract Documents.

§ 3.6.5.1 The Architect may order minor changes in the Work, upon notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. For all other changes in the Work the Architect must obtain the Owner's written approval. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's review and approval and execution in accordance with the Contract Documents.

... .1 conduct inspections, site observations and evaluations to determine the date or dates of Substantial Completion and the date of final completion;

... .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
 .5 notify the Owner in writing when, in the Architect's opinion, construction of the Project is substantially complete, and then when finally, complete, including all punch list and closeout items.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner, unless the Owner authorizes differently, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Work is found to be substantially complete, the Architect, acting as the Owner's authorized contract representative in accordance with the requirements of Iowa Code Chapter 26, shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work and/or for Iowa Code Chapter 573 claims filed. The Architect shall promptly notify the Owner if the Contractor requests early release of retainage funds upon achieving Substantial Completion and shall provide to the Owner all documentation provided to the Architect by the Contractor in relation to request for early release of retainage funds to the Contractor.

§ 3.6.6.4 The Architect, before the Work is found to be finally completed by the Architect, it shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, Iowa Code Chapter 573 claims (the equivalent to mechanic's liens under Iowa law for public improvement projects) or bonds indemnifying the Owner against liens filed claims; and (3) any other documentation required of the Contractor under the Contract Documents.
§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the (1) inspect the Project site, (2) provide assistance in enforcing any warranty issued by the Contractors, and (3) conduct a meeting between the Contractor and Owner to review the facility operations and performance. The Architect shall promptly inform the Contractor, the Owner and Owner’s Representative, in writing, of the results of this review and make appropriate recommendations.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and as being the responsibility of the Architect shall be included in Basic Services, except where noted. For those areas noted as an additional fee, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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<thead>
<tr>
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<td>§ 4.1.1.30 - Other Supplemental Services</td>
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User Notes:

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§ 4.1.1.27 LEED®

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<td>Building Demolition/Site Restoration</td>
<td>Architect</td>
<td>Additional Service identified — provided by Civil Engineer</td>
</tr>
</tbody>
</table>

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§ 4.1.2. - BIM

Level of Development [LOD] is limited to LOD 300 as defined in the E203. BIM is not included for the following building components.

§ 4.1.2.1.1 - Programming -
The design team shall create and refine the Owner’s program for the new elementary, as a Pre-Save service, for no fee.

§ 4.1.2.1.2 - Civil Engineering for City related property (relocation of Ball Diamonds)
If required, the design team shall include the design and bidding documents for the relocation of the existing Ball Diamonds for an additional fee. Scope and fee to be determined by the Civil Engineer.

§ 4.1.2.1.3 - Landscape Design -
The design team shall provide landscape design services for the Coolidge Elementary site. Scope and fee identified in Section 11.2.

§ 4.1.2.1.4 - Cost Estimating - The design team shall have a Cost consultant prepare cost estimates at 100% complete Schematic Design; 75% complete Design Development; and 75% Construction Document Phase. Each estimate will better inform decisions during the design process. Fee identified in Section 11.2.

§ 4.1.2.1.5 - Furniture, Furnishings, and Equipment Design -
If requested, the design team shall provide design services for furniture planning, assist the Owner with the selection, and provide specification document services for procurement of new furniture for both buildings. Fee identified in Section 11.2.

§ 4.1.2.1.6 - Food Service -
The design team shall include a Food Service Consultant to inform decisions during programming and the design phases for the Kitchen and Dining spaces. The Food Service Consultant shall also produce food service equipment specifications and layout drawings for inclusion in the contract documents as well as provide bidding and construction administration services for their Scope of Work.

§ 4.1.2.7 - Energy Modeling
The design team shall provide the energy modeling required for use with energy rebate programs and life cycle analysis for the building. If additional energy modeling is requested a fee of $11,800 will be assigned.

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§ 4.1.2.2.1 - Commissioning
If requested, the Owner shall solicit proposals for building commissioning services at the end of the design development phase. The commissioning agent shall assist the design team through the completion of construction documents in addition to providing onsite systems commissioning services throughout construction and Project closeout.

...
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. Additional Services may be provided as a fixed fee as mutually agreed, or on an hourly rate, per attached Exhibit A.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization following school board approval:

1. Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;

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3. Changing or editing previously prepared Instruments of Service necessitated by the enactment or revisions of codes, laws or regulations or by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

7. Preparation for, and attendance at, a public presentation, meeting or hearing that is beyond regular board meeting updates. The Architect’s basic services includes preparations and attendance for two such public presentations and the public hearing required under Iowa Code Chapter 26 on the proposed plans, specs, form of contract and estimated total cost of construction. All printing and production of final materials to be reimbursable to the Owner.

9. Evaluation of the qualifications of entities providing bids or proposals. Intentionally left blank.

11. Assistance to the Initial Decision Maker, if other than the Architect, the Architect and approved by the Owner.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect’s belief that such services are outside the scope of the Basic Services and qualify as Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner’s written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner’s determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall proceed to provide the following Additional Services, but immediately notify the Owner with reasonable promptness, Owner, and explain the facts and circumstances giving rise to the need to provide the Additional Services. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

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User Notes: (1347627885)
.1 Reviewing a Contractor’s submittal more than 30 days out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor’s requests for information that are clearly negligent and not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation and are repeatedly submitted following two onsite meetings to communicate process and expectations;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service resulting from the contractor’s negligent actions;

.4 Evaluating an extensive number of Claims more than ten (10) formal claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefore and making subsequent revisions to Instruments of Service resulting from substitutions proposed by the Owner or Contractor.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.2 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect’s belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the Architect’s and Contractor’s schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner’s written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 4.2.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner’s determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services for both building sites separately. When the limits below are reached, the Architect shall notify the Owner:

.1 (→) Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor;

.2 (→) Twenty-Six (26) on-site visits/project meetings (approximately 1 site visit every 2 weeks for 15 months, excluding visits to the site by the Architect during construction for visits outlined in 4.2.3.3 – 4.2.3.5);

.3 (→) Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents;

.4 (→) Two (2) inspections for any portion of the Work to determine final completion, completion, and

.5 One (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately ten (10) months after Final Acceptance.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than sixty (60) days after: (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within sixty (60) days of the date of this Agreement, Substantial Completion through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services at standard hourly rates or an amount as mutually agreed for each additional week of service.
ARTICLE 5—OWNER’S RESPONSIBILITIES

§ 5.2 The Owner shall establish—consult with the Architect to assist in establishing and periodically updating the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable construction and estimate contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project, Project to the extent permitted by law. The Owner shall render decisions and approve the Architect’s submittals as required by law, in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.4 The Owner shall, upon request of the Architect, furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of any necessary geotechnical engineers, which may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall advise the Owner of the requirements of such tests and consult with the Owner in selecting and ordering services from consultants who provide such tests, inspections and reports.

...

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including alleged negligent errors, omissions or inconsistencies in the Architect’s Instruments of Service. However, Owner shall have no responsibility to inspect the Project or the Architect’s Instruments of Service for defects.

§ 5.12 The Owner shall Except when Owner communications have been specifically authorized or agreed upon by the parties, the Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect. The Architect shall promptly provide the Owner with copies of any direct communication it has with the Contractor regarding any performance by
the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.13 Before executing the Contract for Construction, the Owner, with the assistance of the Architect, will coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

...§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6—COST OF THE WORK

ARTICLE 6  COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors’ general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated or, otherwise furnished by, the Owner. The Cost of the Work does not include any indemnification for the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in Initial Information and shall be adjusted throughout the Project as required by Sections 5.2, 6.4 and 6.5. Evaluations of the Owner’s budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect’s judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor’s methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner’s budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

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§ 6.4 If, through no fault of the Architect, the Procurement-Bidding Phase has not commenced within 90 ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner’s budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market between the date of submission of Construction Documents to the Owner and the date on which bids are sought.

§ 6.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget in the preparation of construction cost estimates as required by this Agreement, it shall be the responsibility of the Architect to design the Project so that such estimates do not exceed the Owner’s Budget for Cost of the Work. Whenever the Architect finds, in its opinion, that the cost of the Work will exceed the Owner’s Budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quality, or budget for the Cost of the Work, and the Owner immediately stop work and notify the Owner in writing including any recommendations of the Architect for changes in the size and/or quality of the Project necessary to keep the estimated Cost of the Work within the Owner’s Budget for the Cost of the Work. If so, directed by the Owner in writing, the Architect shall, at no cost to the Owner, revise or redraft any and all documents necessary for the construction of the Project so as to bring the estimated cost of construction within the Owner’s Budget unless the Owner provides specific direction as to how they would like to proceed. The Owner shall cooperate with the Architect in making such adjustments necessary to the Project’s size and/or quality if necessary, to bring the estimated Cost of the Work within the Owner’s Budget for the Cost of the Work.

§ 6.6 If the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, responsive, responsible bid e, the Owner shall

...
.2 authorize rebidding or renegotiating of the Project within a reasonable time;

.4 in consultation with the Architect, revise oversee the revision of the Project program, scope, or quality as required to reduce the Cost of the Work; or,

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary and at no additional cost if the responsible bid exceeds the Owner's budget for the cost of work by more than 10% to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, by 10% or less, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.4 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common-law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8—CLAIMS AND DISPUTES

§ 8.8 The Owner agrees to provide a confirmed budget/list of funds available for the project that cannot be changed or reduced without discussion with Architect. If the Architect develops knowledge during the progress of the Architect’s work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision of the budget for the Cost of the Work, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Owner acknowledges the Architect’s construction documents, including electronic files, are instruments of professional services. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement and in full ownership and control of the Owner. The Owner reserves the right to use the construction documents developed for the Project in such a manner as the Owner may desire, subject to the provisions herein, except that Owner agrees not to distribute, disseminate or sell the Construction Documents to a third party for use on a different project. The Owner shall notify Architect in writing prior to Owner’s modifications and/or reuse of the instruments of service for the Project.

The Owner’s or its retained agent’s or representative’s modifications and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner’s and/or other retained entities sole risk and without liability or legal exposure to the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, the Architect) against any damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, arising from, the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the prior written authorization of the Architect.

§ 7.2 The aforementioned submission or distribution of documents to meet official regulatory requirements or for similar legal filing purposes in connection with the Project is not to be construed as publication in derogation of the Owner’s reserved rights. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and with the period specified by applicable law, but in any case not more than ten (10) years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1 ten (10) years after the date of Final Acceptance of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The Architect’s obligation under this Section 8.1.2 shall survive completion of Architect’s services under this Agreement or termination of this Agreement.
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding arbitration.

The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box)

[- ] Arbitration pursuant to Section 8.3 of this Agreement

[- ] Litigation in a court of competent jurisdiction

[- ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no case shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations...
purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 - TERMINATION OR SUSPENSION
§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The non-binding mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION
§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement except that payment may be withheld from the Architect for the Architect's substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any
expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, At any time during the term of this Agreement the Owner may suspend the Project for an indefinite period of time upon seven (7) days written notice to the Architect. If the Owner suspends the Project without cause for less than one hundred eighty (180) consecutive days, then the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted-negotiated. The Agreement shall remain in full force and effect on the Project under this Agreement not suspended.

§ 9.3 If the Owner suspends the Project for more than 90-one hundred eighty (180) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven-thirty (30) days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven (7) days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements together with documented Reimbursable Expenses incurred prior to termination. The Architect shall not be entitled to any anticipated profits or consequential damages.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees: The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following

(SET FORTH BELOW THE AMOUNT OF ANY TERMINATION OR LICENSING FEE, OR THE METHOD FOR DETERMINING ANY TERMINATION OR LICENSING FEE.)

.4—Termination Fees

.2—Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Article 7, Article 10, and Article 12.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion. Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated for any one Project or all Projects, on an agreed date before the end of the Agreement period without penalty to either party.

§ 9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.7.

ARTICLE 10—MISCELLANEOUS PROVISIONS

§ 9.10 The Owner and Architect’s rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.
ARTICLE 10  MISCELLANEOUS PROVISIONS
§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 laws of the State of Iowa. Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Linn County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, Construction as modified upon mutual agreement of the parties.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Architect to execute certificates reasonably required to facilitate assignment to a lender, the Architect shall execute all such certificates that are consistent with this Agreement, provided the proposed consent is submitted to the Owner for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

ARTICLE 11  COMPENSATION
§ 10.10 Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.
REMIT ALL PAYMENTS TO:
OPN Architects Inc.
200 Fifth Avenue SE, Suite 201
Cedar Rapids, Iowa 52401

ATTN: Vickie Choate (vchoate@opnarchitects.com)

Percentage Basis: Becky Ulferts (bulferts@opnarchitects.com)

(Insert amount)

(Note percentage value)

(—) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other
(Describe the method of compensation)

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Programming/Pre-Save Services $ 0.00 (waive $58,000 fee)
Landscape Architecture $ 32,000.00 Allowance, pending scope TBD.
Food Service $ 14,400.00
Signage/Environmental Graphics $ 17,000.00 Allowance, if requested.
Cost Estimator $ 19,990.00
Energy Modeling $ 11,800.00
FF&E (selection, design & bid documents) $ 54,000.00 allowance for competitive bids of FFE
Building Demolition/Site Reconstruction $ 52,600.00 also includes playground, Ball Diamonds
Exterior/Interior Renderings (if in excess of 4) $ 1,200.00 per each additional rendering

Subtotal $202,990.00 maximum estimate, final TBD

Per Standard Hourly Rates attached as Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent — %, five percent (5%), or as follows:

Schematic Design Phase Twenty percent ( 20 %)
Design Development Phase Thirty percent ( 30 %)
Construction Documents Phase Twenty percent ( 20 %)
Procurement-Bidding Phase Five percent ( 5 %)
Construction Phase / Close-Out Twenty-five percent ( 25 %)
Total Basic Compensation one hundred percent ( 100 %)

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User Notes:
§ 11.5.1 For the purposes of this Article 11 only, construction contract Change Orders shall be divided into two (2) groups: (1) Change Orders resulting solely from change in Project Scope (hereinafter called "Scope Change Orders”); and (2) all other Change Orders (hereinafter called "Other Change Orders"). Concerning additional fees for services pertaining to construction contract Change Orders, the Architect shall receive additional fees only for services pertaining to Scope Change Orders. Under no circumstances shall the Architect receive any additional fees for any work pertaining to Other Change Orders. Architect fees permitted by this Section 11.5.1 shall be negotiated.

§ 11.5.2 The Architect shall receive additional fee for redesign and rebidding work if rebidding is required pursuant to Section 6.6.4 and the responsible bid exceeds the Owner's budget for the cost of work by more than 10%.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest responsible, responsible bid, or (2) if no such bid is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

See attached schedule as Exhibit A.

<table>
<thead>
<tr>
<th>Employee or Category</th>
<th>Rate ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>...</td>
<td></td>
</tr>
</tbody>
</table>

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses that are owner approved prior to the expense and incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

... 

.2 Long-distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; Intentionally left blank;

...

.4 Printing, Owner requested printing, reproductions, plots, and standard form documents;

...

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner; Intentionally left blank;

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; Additional renderings, models, mock-ups, professional photography, videos, VR exercises and presentation materials beyond those identified in 4.2.1.7 requested by the Owner; Included within the Basic Services agreement are two exterior and two interior still renderings.

...

.10 Site office expenses; Intentionally left blank;

.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, Intentionally left blank;

.12 Other similar Project-related expenditures, expenditures approved by the Owner;
The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Ten percent (10%) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Architect shall notify the Owner and the Owner shall elect whether to require the additional insurance. If the Owner elects to require the additional insurance coverage, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

... At the actual cost of the additional coverage.

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§ 11.10.1.1 An initial payment of (--) zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.4.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (--) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid (--> thirty-one (31) calendar days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

—% equal to one percent (1%) annually or the rate specified by the Iowa Code Section 74A.2, whichever is less.

... ARTICLE 12 - SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Including other terms and conditions applicable to this Agreement.)

ARTICLE 13 - SCOPE OF THE AGREEMENT
§ 11.10.2.4 The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement.

§ 11.10.2.5. The Owner and/or its auditors and agents shall, upon reasonable prior notice and during customary business hours, be entitled to audit, inspect, examine, and reproduce ("Audit") all of the Architect’s non-confidential (as defined by law), information materials, records or data relating to the Project. Such Records shall also include information, materials, records or data necessary to evaluate and verify direct and indirect costs (including, but not limited to, overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Architect’s Records have been generated from computerized data, the Architect agrees to and shall provide the Owner with extracts of data files in computer readable format on disks or suitable alternative computer exchange formats.
§ 11.10.2.6 The Architect shall preserve the Records for a period of twelve (12) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said twelve (12) year period then the Architect shall retain all such Records until the Claim has been resolved.

§ 11.10.2.7 The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.2.3 – 11.10.2.6 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

12.1 Sex Offender Acknowledgement
The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner’s schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of "Acknowledgment and Certification" Form, within ten (10) days of the execution of the Agreement or before any Company workers are on any Project site.

12.2 Indemnification: The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the Owner including its officers, director, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys’ fees and defense costs, or costs of any nature whatsoever to the extent caused by the Architect’s negligent error or omission in the performance of professional services required under this Agreement, including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies or anyone for whom the Architect is legally liable.

12.3 If litigation is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

12.4 179D(d)(4) Energy Tax Allocation for Designers of Government-Owned Buildings. The Owner may agree but is not obligated to allocate to the Architect and the Architect’s participating and responsible Consultants all Section 179D tax deductions dedicated to energy efficient commercial property, provided these commercial property improvements qualify for allocations per the Energy Policy Act of 2005, section 179D, Notice 2008-40. Upon achieving Substantial Completion for the Project, the Architect will prepare and submit the Form of Allocation letter to the Owner for consideration and possible approval on behalf of the design team and participating Consultants. The Architect and Architect’s participating Consultants will maintain records as are sufficient to establish the entitlement to, and amount of, any deduction claimed by the Consultant relevant to 179D per IRS regulations.

Reference: As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code in order to encourage the energy efficient design and construction of new or rehabilitated properties. Notice 2008-40 of Internal Revenue Bulletin 2008-14 sets forth guidance as to the allocation of the section 179D deduction to designers of government owned buildings. Notice 2008-40 provides that in the case of a government owned property (Federal, State or Local government or political subdivision) the deduction for energy efficient buildings may be allocated to the designer for the taxable year that includes the date on which the property was placed in service. These tax allocations are not possible to claim as a government entity and may therefore be assigned to the responsible designer(s) of qualifying energy efficient property incorporated into the Project as the sole election of the Owner. A designer may include, for example, an architect, engineer, contractor, environmental consultant or energy services provider who creates the technical specification for a new building or an addition to an existing building that incorporates energy efficient commercial property allowed under Section 179D.
ARTICLE 13  SCOPE OF THE AGREEMENT

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{Insert the date of the E203-2013 incorporated into this agreement.)

October 1, 2019

3 Exhibits:"Exhibit A" - OPN Hourly Rates

{Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:

{Insert the date of the E204-2017 incorporated into this agreement.)

[ ] Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.3.)

[ ]

4 Other documents:

{List other documents, if any, forming part of the Agreement.)

...  

[ ]

...  

Nancy Humbles, Board President

Roger Worm, AIA, Principal

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01544430-118139-049
Certification of Document’s Authenticity
AIA® Document D401™ – 2003

I, [Name], hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:34:42 ET on 10/02/2019 under Order No. 2319188452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) [Signature]

(PRINCIPAL)

(Title)

(10-1-19)

(Dated)
This Exhibit dated the First day of October in the year Two Thousand Nineteen is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

(Name and location or address of the Project)

New Coolidge Elementary Building
6225 First Avenue SW
Cedar Rapids, Iowa 52405
OPN Project No. 19213000

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA
3 DIGITAL DATA PROTOCOLS
4 BUILDING INFORMATION MODELING PROTOCOLS
5 OTHER TERMS AND CONDITIONS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract
sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions
§ 1.4.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 Authorized Uses. The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 Written Notice. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 Party and Parties. The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or
materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows: (Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)

<table>
<thead>
<tr>
<th>Anticipated Digital Data</th>
<th>Applicability to the Project (Indicate Applicable or Not Applicable)</th>
<th>Location of Detailed Description (Section 3.1.1 below or in an attachment to this exhibit and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Agreements and Modifications</td>
<td>Applicable</td>
<td></td>
</tr>
<tr>
<td>Project communications</td>
<td>Applicable</td>
<td></td>
</tr>
<tr>
<td>Architect's pre-construction submittals</td>
<td>Applicable [SD, DD, CD]</td>
<td></td>
</tr>
<tr>
<td>Contract Documents</td>
<td>Applicable</td>
<td></td>
</tr>
<tr>
<td>Contractor's submittals</td>
<td>Applicable</td>
<td></td>
</tr>
<tr>
<td>Subcontractor’s submittals</td>
<td>Applicable</td>
<td></td>
</tr>
<tr>
<td>Modifications</td>
<td>Applicable</td>
<td></td>
</tr>
<tr>
<td>Project payment documents</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Notices and claims</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Building Information Modeling</td>
<td>Applicable</td>
<td></td>
</tr>
</tbody>
</table>

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

The following is a list of common Digital Data that may be used on this project. This list is not an all-inclusive summary or a requirement that this data is only to be used in digital form. Project contracts/agreements/modifications for Architect and Architect's consultants, email correspondence, meeting minutes, construction

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User Notes:
documents including specifications /project manual, submittals, construction communication [RFI, ITC, Supplemental Details, Change Orders], and BIM as defined in G202.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval,
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use
§ 3.4.1 Prior to Establishment of Digital Data Protocols
If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party’s sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols
Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management
§ 3.5.1 Centralized electronic document management system use on the Project shall be:
(Choose the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

[ ] The Parties intend to use a centralized electronic document management system on the Project.

[ ] The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and
maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone. (Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

<table>
<thead>
<tr>
<th>Responsible Project Participant</th>
<th>Project Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPN Architects</td>
<td>Thru Design Phases [SD-CD]</td>
</tr>
</tbody>
</table>

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[ ] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party’s sole risk. The remaining sections of this Article 4 shall have no force or effect.

[X] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

<table>
<thead>
<tr>
<th>Project Portion for Modeling</th>
<th>Responsible Project Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural model</td>
<td>OPN Architects</td>
</tr>
<tr>
<td>Structural model</td>
<td>Raker Rhodes</td>
</tr>
<tr>
<td>Mechanical model</td>
<td>Design Engineers</td>
</tr>
<tr>
<td>Electrical model</td>
<td>Design Engineers</td>
</tr>
<tr>
<td>Plumbing model</td>
<td>Design Engineers</td>
</tr>
</tbody>
</table>

§ 4.3 Anticipated Model Authorized Uses. Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.

1) Design coordination
2) Construction coordination
Model is NOT intended for use in material estimates, construction sequencing, fabrication, or facility management unless noted specifically otherwise.

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.
(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

3D presentations or animations as required for design and presentation.

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.

AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:55:50 ET on 10/02/2019 under Order No.2319188452 which expires on 03/03/2020, and is not for resale.

Init.: /  
User Notes:
§ 4.5.1 The Modeling protocols shall address the following:
   .1 Identification of the Model Element Authors;
   .2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each
      defined LOD;
   .3 Identification of the required LOD of each Model Element at each identified Project milestone;
   .4 Identification of the construction classification systems to be used on the Project;
   .5 The process by which Project Participants will exchange and share the Model at intervals not reflected
      in Section 3.3, Model Element Table, of AIA Document G202–2013;
   .6 The process by which the Project Participants will identify, coordinate and resolve changes to the
      Model;
   .7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if
      required on the Project;
   .8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the
      Project; and
   .9 Other topics to be addressed by the Modeling protocols: (Identify additional topics to be addressed by
      the Modeling Protocols.)

§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare
   and distribute Modeling protocols to the other Project Participants for review, revision and approval.
   (If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling
   protocols, identify that Project Participant.)

§ 4.5.3 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project
   Participant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling
   protocols at appropriate intervals as required by the conditions of the Project.

§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the
   latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a
   manner clearly accessible to the Project Participants.

§ 4.7 Unauthorized Use
§ 4.7.1 Prior to Establishment of Modeling Protocols
   If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA
   Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or
   reliance is at that Party’s sole risk and without liability to the other Party and its contractors, consultants,
   agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols
   Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses
   or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance
   shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the
   extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model
   Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management
§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to
   another Project Participant, the Architect shall manage the Model from the inception of the Project. If the
   responsibility for Model management will be assigned to another Project Participant, or change at an identified Project
   milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project
   milestone.
§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:

1. Model origin point, coordinate system, precision, file formats and units
2. Model file storage location(s)
3. Processes for transferring and accessing Model files
4. Naming conventions
5. Processes for aggregating Model files from varying software platforms
6. Model access rights
7. Identification of design coordination and clash detection procedures.
8. Model security requirements
9. Other: (Identify additional Model management protocols to be addressed.)

§ 4.8.3 Ongoing Responsibilities. The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:

1. Collect incoming Models:
   1. Coordinate submission and exchange of Models
   2. Create and maintain a log of Models received
   3. Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5
   4. Maintain a record copy of each Model file received
2. Aggregate Model files and make them available for Authorized Uses consistent with section 4.3.
3. Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below
4. Manage Model access rights
5. Other: (Identify additional responsibilities.)

§ 4.8.4 Model Archives. The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

Each Responsible Project Participant shall maintain regular digital data/model archives of their respective scope of work as necessary to ensure the security, access, integrity and progress of the project.

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

As required for record drawings.
§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party’s responsibility. (Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)

<table>
<thead>
<tr>
<th>Post-Construction Model</th>
<th>Applicability to Project (Applicable or Not Applicable)</th>
<th>Responsible Project Participant</th>
<th>Location of Detailed Description of Requirements and Services (Section 4.10 below or in an attachment to this exhibit and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.9.1 Remodeling</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 4.9.2 Wayfinding and Mapping</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 4.9.3 Asset/FF &amp; E Management</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 4.9.4 Energy Management</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 4.9.5 Space Management</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 4.9.6 Maintenance Management</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 4.10 Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.

N/A

ARTICLE 5 OTHER TERMS AND CONDITIONS
Other terms and conditions related to the transmission and use of Digital Data are as follows:
Additions and Deletions Report for
AIA® Document E203™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:53:50 ET on 10/02/2019.

PAGE 1

This Exhibit dated the First day of October in the year Two Thousand Nineteen is incorporated into the agreement (the "Agreement") between the Parties for the following Project:

... New Coolidge Elementary Building 6225 First Avenue SW Cedar Rapids, Iowa 52405 OPN Project No. 19213000

PAGE 3

<table>
<thead>
<tr>
<th>Project Agreements and Modifications</th>
<th>Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project communications</td>
<td>Applicable</td>
</tr>
<tr>
<td>Architect's pre-construction submittals</td>
<td>Applicable [SD, DD, CD]</td>
</tr>
<tr>
<td>Contract Documents</td>
<td>Applicable</td>
</tr>
<tr>
<td>Contractor's submittals</td>
<td>Applicable</td>
</tr>
<tr>
<td>Subcontractor's submittals</td>
<td>Applicable</td>
</tr>
<tr>
<td>Modifications</td>
<td>Applicable</td>
</tr>
<tr>
<td>Project payment documents</td>
<td>N/A</td>
</tr>
<tr>
<td>Notices and claims</td>
<td>N/A</td>
</tr>
<tr>
<td>Building Information Modeling</td>
<td>Applicable</td>
</tr>
</tbody>
</table>

The following is a list of common Digital Data that may be used on this project. This list is not an all-inclusive summary or a requirement that this data is only to be used in digital form. Project contracts/agreements/modifications for Architect and Architect's consultants, email correspondence, meeting minutes, construction documents including specifications/project manual, submittals, construction communication [RFI, ITC, Supplemental Details, Change Orders], and BIM as defined in G202.

PAGE 4

[ X ] The Parties intend to use a centralized electronic document management system on the Project.

PAGE 5

OPN Architects Thru Design Phases [SD-CD]

[ X ] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.
Architectural model  OPN Architects
Structural model  Raker Rhodes
Mechanical model  Design Engineers
Electrical model  Design Engineers
Plumbing model  Design Engineers

... 1) Design coordination
2) Construction coordination
Model is NOT intended for use in material estimates, construction sequencing, fabrication, or facility management unless noted specifically otherwise.

... 3D presentations or animations as required for design and presentation.

PAGE 7

OPN Architects  Thru Design Phase [SD, DD, CD]

... 2 Aggregate Model files and make them available for Authorized Uses consistent with section 4.3.

... Each Responsible Project Participant shall maintain regular digital data /model archives of their respective scope of work as necessary to ensure the security, access, integrity and progress of the project.

... As required for record drawings.

PAGE 8

| § 4.9.1  | Remodeling | N/A |
| § 4.9.2  | Wayfinding and Mapping | N/A |
| § 4.9.3  | Asset/TP & E Management | N/A |
| § 4.9.4  | Energy Management | N/A |
| § 4.9.5  | Space Management | N/A |
| § 4.9.6  | Maintenance Management | N/A |

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User Notes: (1714106952)
Certification of Document’s Authenticity

AIA® Document D401™ – 2003

I, ____________________________, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:53:50 ET on 10/02/2019 under Order No. 2319188452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ – 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

______________________________
(Principal)

______________________________
(Dated)

10-1-19
Exhibit A

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$260 / HOUR</td>
</tr>
<tr>
<td>Associate Principal</td>
<td>$180 / HOUR</td>
</tr>
<tr>
<td>Associate</td>
<td>$155 / HOUR</td>
</tr>
<tr>
<td>Project Architect/Project Manager</td>
<td>$120 / HOUR</td>
</tr>
<tr>
<td>Architect</td>
<td>$105 / HOUR</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>$85 / HOUR</td>
</tr>
<tr>
<td>Job Captain</td>
<td>$90 / HOUR</td>
</tr>
<tr>
<td>Intern Architect</td>
<td>$75 / HOUR</td>
</tr>
<tr>
<td>Senior Interior Designer</td>
<td>$95 / HOUR</td>
</tr>
<tr>
<td>Construction Administrator</td>
<td>$100 / HOUR</td>
</tr>
<tr>
<td>Revit Draftsperson</td>
<td>$55 / HOUR</td>
</tr>
<tr>
<td>Interior Designer (NCIDQ Certified)</td>
<td>$80 / HOUR</td>
</tr>
<tr>
<td>Interior Designer</td>
<td>$65 / HOUR</td>
</tr>
<tr>
<td>Directors of Business Support</td>
<td>$105 / HOUR</td>
</tr>
<tr>
<td>Marketing Coordinator</td>
<td>$60 / HOUR</td>
</tr>
<tr>
<td>Administrative Staff</td>
<td>$60 / HOUR</td>
</tr>
<tr>
<td>College Interns</td>
<td>$35 / HOUR</td>
</tr>
</tbody>
</table>

*These rates are subject to annual adjustment (on or about January 1) and your contract will adjust accordingly.*
This rider is attached to and modifies the Standard Form of Agreement executed by the parties the 1st day of October 2019. The provisions of this Rider supersede and, where applicable, supplant the corresponding numbered provisions of the Standard Form of Agreement as modified by OPN Architects, Inc. to which it is appended. All terms in this Rider have the same definition as provided in the Standard Form of Agreement to which it is appended.

1.1.1 The Owner’s program for the Project:

The anticipated Project consists of the construction of a New Elementary School to replace the existing Coolidge Elementary on the existing site. The initial understanding of the conceptual Program is for a K-5, +/- 600 student facility, which could include programs for ELL, Special Education, Pre-School and a Community Hub, in addition to the general requirements for administration, academics, media center, fine arts, athletics, food service, and all related support spaces.

1.1.2 The Project’s physical characteristics:

The New Elementary School will be located on the existing Coolidge Elementary site, with construction to commence and be completed while the existing facility remains in operation. The New Elementary is estimated by the district to be approximately 90,000 square feet and designed to best utilize the existing site to maximize long-term use. The project will be Phased Construction, in order to address site preparation and infrastructure, building construction, site construction, building demolition, final site construction and project close-out.

1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

The Owner has established an initial overall Total Project Budget with funding of $23,500,000 for all work related to this project on this site. The Total Project Budget shall include all Construction related costs, Building Demolition, Site Work, Professional Design Fees, Government Agency Fees, Fixtures, Furnishings and Equipment. Additional fundings details are unknown at this time and will be determined at a later date.

1.1.4.4 Other milestone dates:

July 2021 – Owner Occupancy
August 2021 – Demolition of Existing Building completed
October 2021 – Final Project Closeout

1.1.9.2 Civil Engineer: Hall & Hall Engineers

2.5 The Architect shall maintain the following insurance until termination of this Agreement.
The Architect shall carry and maintain at its own cost, with such companies as are reasonably acceptable to the Owner, with an A.M. Best rating of “A” or better, all liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement (or such longer period as may be required below), for damages caused or contributed to by the Architect, and insured the Architect against claims which may arise out of, or resulting from, the Architects services hereunder:

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

- General Aggregate $2,000,000
- Products/Completed Operations Aggregate $2,000,000
- Personal & Advertising Injury Liability $1,000,000
- Each Occurrence $1,000,000
- Property Damage/Fire Legal Liability $300,000
- Medical Payments $5,000

The Owner will be listed as an Additional Insured on a primary and noncontributory basis. The Architect will also include a Waiver of Subrogation in favor of the Owner.

Governmental Immunities Endorsement shall 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 Owner as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Owner 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 Owner 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 Owner 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 Owner.

e) No Other Change in Policy

The insurance carrier and the Owner agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy. Coverage limits shall apply per project and per location

(ii) Automobile Liability

Combined Single Limit for Bodily Injury and Property Damage $1,000,000 Per Accident Auto Liability coverage shall apply to all owned, non-owned and hired/rented vehicles.

The Architect will list the Owner as an Additional Insured on a primary and noncontributory basis.

The Architect will also include a Waiver of Subrogation in favor of the Owner.

(iii) Workers Compensation and Employment Practice 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

The Architect shall also include a Waiver of Subrogation in favor of the Owner.

(iv) Umbrella Liability

Per Occurrence $5,000,000
Aggregate $5,000,000

The Architect will list the Owner as an Additional Insured on a primary and noncontributory basis.
The Architect also will include a Waiver of Subrogation in favor of the Owner.

(v) Professional Liability

Per Claim Limit $5,000,000

Aggregate Limit $5,000,000

Architects Professional Liability covering the Architect’s negligent acts, errors and omissions in its performance of professional services.

All of the aforementioned policies shall include a 30-Day Notice of Cancellation endorsement outlining the policies may not be cancelled, terminated or materially modified unless Owner has received at least thirty (30) days prior written notice.

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and the Owners officers, directors, affiliates, employees, successors and assigns from and against claims, damages, losses and expenses, including but not limited to reasonable attorney’s fees and costs of defense, arising out of or resulting from the performance of the Architects services, including loss of use therefrom, to the extent claims are caused by the negligent acts or omissions, willful misconduct, or strict liability of the Architect and/or its employees or the negligent acts or omission of the Architects consultants under contract, or anyone else for whose acts the Architect is legally liable. Such obligation shall not be construed to negate or reduce other rights or obligations in which the Owner may have as Additional Insured under any of the Architect’s insurance policies. This indemnification shall include defending and promptly discharging any liens for services filed by any person or entity under contract with the Architect who claim to have furnished materials, equipment or services to the Architect on the Project for which the person or entity has not been paid, so long as such non-payment was not caused by Owners wrongful failure of payment to Architect for the materials, equipment or services made the subject to of the lien for services.

To the fullest extent permitted by law, in claims against the Owner and the Owners officers, directors, affiliates, employees, successors and assigns for bodily injury or death of any employee of the Architect, a subconsultant or anyone directly or indirectly employed by them or anyone for whose acts they may be liability, Architect shall defend, indemnify and hold harmless the Owner and the Owners officers, directors, affiliates, employees, successors and assigns, including, but not limited to, reasonable attorney’s fees, even if Owner or the Owners officers, directors, affiliates, employees, successors or assigns is alleged to be, concurrently negligent or at fault. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Architect or subconsultant under workers compensation acts, disability benefit acts or other employee benefit acts, nor shall the same be limited by the types of limits of insurance carrier or to be carried by the Architect or any subconsultants pursuant to this Agreement or otherwise. Architect shall cause this provision to be included in all contractors with subconsultants. This indemnity obligation shall not apply to the
Owner and the Owners officers, directors, affiliates, employees, successors and assigns’ s sole negligence or willful misconduct.

2.5.1 DELETE

2.5.2 DELETE

2.5.3 DELETE

2.5.4 DELETE

2.5.6 DELETE

2.5.7 DELETE

2.5.8 DELETE

2.5.9 DELETE

2.5.10 DELETE

2.5.11 DELETE

3.1 The Architect’s Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, civil and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

3.2.8.3 The Architect has received authorization and direction from the Owner to proceed with the Design development Phase. Material and substantial design changes requested after Owner’s approval of Schematic Design may impact project schedule and incur additional professional fees.

3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the program and scope of the Project and/or to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval. Approval by the Owner shall be deemed to be approval of the concept only.

3.3.4.3 The Architect has received authorization and direction from the Owner to proceed with the Construction Documents Phase. Material and substantial design changes requested after Owner’s approval of Design Development that impact building systems or envelope may impact project schedule and incur additional professional design or engineering fees.
3.4.3 During the development of the Construction Documents, the Architect shall develop and prepare, with the Owner’s assistance (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the program and scope of the Project and/or to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner’s approval. Material and substantial design changes requested during Construction Documents that impact building systems or envelope may impact project schedule and will incur additional professional design or engineering fees. Approval by the Owner shall be deemed to be approval of the concept only.

3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner’s written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.5.2.4 DELETE AND ADD THE FOLLOWING

3.5.2.4 In the event the lowest responsive, responsible bid (or bids) exceeds the final estimate of the Cost of the Work provided by 10%, the Architect pursuant to this Agreement, the Architect, in consultation with and at the direction of the Owner, shall provide such modification(s) in the Contract Documents as shall be necessary to bring the cost of the project within the project's budget as established by the Architect's final estimate of the Cost of the Work unless the parties agree otherwise.

3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2017, General Conditions of the Contract for Construction, as modified and incorporated herein by reference. If the Owner and Contractor modify AIA Document A201-2017 General Conditions of the Contract for Construction, those modifications shall be incorporated into this Agreement, and to the extent any such modification affects the Architect’s services under this Agreement, the Architect’s compensation and schedule shall be adjusted pursuant to Article 4. To the extent of any conflict between the terms of this Agreement and the AIA Document A201-2017 General Conditions of the Construction Contract, the interpretation most favorable to the project shall control.

3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment or the completion of the twelve (12) month pre-warranty “walk through” with follow-up on any necessary warranty items until the expiration of the warranty correction period. Provided, however, the Architect shall not issue the final certificate of Payment until the Owner confirms, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A201
General Conditions of the Construction Contract and the Work has been fully completed in accordance with the Contract Documents.

3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to observe and become generally familiar with the progress and quality of the Work, and to determine, for the Owner's benefit and protection if the Work is proceeding in accordance with the intent of the Contract Documents and the construction schedule. As needed, the Architect shall attend all construction progress meetings in conjunction with or in addition to visiting the site in satisfaction of other responsibilities. The Architect shall use the standard of care set out in Section 2.2 of this Agreement to guard the Owner against defects and deficiencies in the Work and the Contractor's failure to carry out the Work in accordance with the Contract Documents and the construction schedule. On the basis of his on-site observations, the Architect shall keep the Owner informed of the progress and quality of the Work and shall give prompt notice to the Owner in writing of any major or material deviations from the Contract Documents in the Work. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall provide architectural services made necessary by major defects or deficiencies in the work of the Contractor which should have been discovered by the Architect in its exercise of the standard of care set out in Section 2.2 of this Agreement and promptly reported to the Owner and Contractor(s) but which the Architect failed to discover and/or report.

3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Contractor. With the Owner’s provided input and the intent expressed in the contract documents, the Architect’s decisions on matters relating to aesthetic effect shall be final.

3.6.2.8 Twelve (12) months after final completion of the Project, the Architect shall participate in a one-year warranty inspection review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

3.6.4.2 In accordance with the Architect approved submittal schedule, the Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents and applicable laws, statutes, ordinances, codes, rules and regulations. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions and quantities and or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not
indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such request shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Final Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

4.1.1 The services listed below are not included in Basic Services. The Architect shall not be entitled to additional compensation for services listed below unless otherwise indicated but may be required for the Project. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault or negligence of the Architect or the Architect’s agents, employees or consultants, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

4.2.1.2 DELETE

4.2.1.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect’s belief that such services are outside the scope of the Basic Services and qualify as Additional Services and 92)
provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner’s written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3 or (ii) deny that the Architect is entitled to additional compensation and direct that Architect to proceed with the services. The Owner’s determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.

4.2.2 To avoid delay in the Construction Phase, the Architect shall proceed to provide the following Additional Services, but immediately notify the Owner and explain the facts and circumstances giving rise to the need to provide the Additional Services. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Contractor shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

.1 Reviewing a Contractor’s submittal more than 30 days out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor’s requests for information that are clearly negligent and not prepared in accordance with Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation and are repeatedly submitted following two onsite meetings to communicate process and expectations;
.3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service resulting from the contractor’s negligent actions;
.4 Evaluating and more than ten (10) formal claims as the Initial Decision Maker; or,
.5 Evaluating and making subsequent revisions to Instruments of Service resulting from material and substantial substitutions proposed by the Contractor.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.3.2 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect’s belief that such services are outside the scope of the Basic Services and Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the Architect’s and Contractor’s schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner’s written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and direct the Architect to proceed with the services, in which case the Architect may pursue a claim for additional compensation under Article 8. The Owner’s determination that the Architect is not entitled to additional compensation for such services shall not relieve the Architect of its responsibilities under this Agreement.
4.2.3.5 One (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately twelve (12) months after Final Acceptance.

4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 90 days after the date of Final Completion of the Work shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

4.2.5 If the services covered by this Agreement have not be completed within ninety (90) days of the date of Final Completion through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services at standard hourly rates or an amount as mutually agreed for each additional week of service.

5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project. The Owner shall, with the Architect’s assistance, develop a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service, but the Owner’s failure or omission to do so shall not relieve the Architect of the Architect’s responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation.

5.13 The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to terminate what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner’s budget. The Architect’s estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate.

6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.
6.8 The Architect shall make the Instruments of Service and the Construction Documents conform to this approved construction budget prior to bid opening. To this end, Owner shall provide to Architect a confirmed budget/list of funds available for the project. If the Architect develops knowledge during the progress of the Architect’s work on the Project of any conditions which, in the opinion of the Architect, would be sufficient reason for revision to the budget for the Cost of the Work, the Architect shall so inform the Owner in writing. Upon receipt of such notification, the Owner and the Architect shall review the conditions and the budget for the Cost of the Work, and the Owner shall determine whether or not the conditions shall be removed or changed and whether or not the budget for the Cost of the Work amount shall be increased.

8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the method of binding dispute resolution selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Final Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

8.1.3 Delete

8.3.4.1 Delete

8.3.4.2 Delete

8.3.4.3 Delete

8.4 Delete

9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement except that payment may be withheld from the Architect for the Architect’s substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

9.2 DELETE AND SUBSTITUTE WITH THE FOLLOWING:

9.2 If Owner suspends the Project for more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect’s compensation shall be equitably adjusted to provide for expenses incurred
in the interruption and resumption of the Architect's services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred.

9.7 Delete

9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

9.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

10.6 DELETE AND SUBSTITUTE WITH THE FOLLOWING:

10.6 The Architect shall not knowingly specify or approve for use in the Project any new materials containing asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If the Architect discovers that such substances as described herein have been used or do exist in the Project, the Architect shall promptly notify the Owner in writing. When asbestos containing materials, polychlorinated biphenyl (PCB) or other toxic or hazardous substances are suspected or found in the course of the Project, the Owner shall immediately provide the services of an appropriately qualified expert or consultant to determine the proper course of action. Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

11.1.1 Stipulated Sum, determined as a fixed fee of 6% of the agreed contract amount for construction. Initial fees of $1,188,000 will be established as 6% of estimated construction costs of $19,800,000. Final Fees will be determined and adjusted for the final issued contract amount for construction.

11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect.

11.5.2 DELETE

11.6.1 DELETE

11.8.1.1 DELETE

11.8.1.8 DELETE

11.8.1.9 DELETE
11.8.1.12 Other similar Project-related expenditures with prior written approval from the Owner.

11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants.

11.9 DELETE

11.10.1.2 DELETE

11.10.2.1 Payments are due and payable forty-five (45) days from the date of the Architect’s invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

11.10.2.2 DELETE

OWNER
Cedar Rapids Community School District

ARCHITECT
OPN Architects, Inc.

____________________________________
President, Board of Directors

____________________________________
Designated Representative
CONSENT AGENDA

BA-20-142 Approval – EdLeader21 Professional Learning Community Annual Subscription 2019-2020 School Year (Rod Dooley)

Exhibit: BA-20-142.1

Action Item

Pertinent Fact(s):

EdLeader21 is a national collaborative research group leading work around “The Profile of a Graduate.” This professional network will provide resources and support for CRCSD strategic plan Focus Area: Future Ready Learning.

Recommendation:

It is recommended that the Board of Education approve the EdLeader21 Professional Learning Community Annual Subscription for the period of November 1, 2019 – October 31, 2020.
<table>
<thead>
<tr>
<th>PO NUMBER</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Membership renewal</td>
<td>Professional Learning Community</td>
<td>1</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
</tbody>
</table>

**Total (USD): $8,000.00**

**Make Check Payable to:**
Battelle for Kids  
Tax ID: 31-1781583

**Mail Payment to:**
Battelle for Kids  
4525 Trueman Blvd.  
Hilliard, OH 43026  
(614) 481-3141  
(614) 481-8997 Fax

**ACH Payment Information:**
Tax ID: 31-1781583  
Bank Name: Huntington National Bank  
Routing Nbr: 044000024  
Bank Account: 01892107291  
BFKfinance@battelleforkids.org

Please be sure to include the invoice number on your payment.
CONSENT AGENDA

BA-20-143 Agreement – Cedar Rapids Community School District and Marzano Research High Reliability Schools (HRS) Training – 2019-2020 School Year (Rod Dooley)

Exhibit: BA-20-143.1-8

Action Item

Pertinent Fact(s):

1. The new Agreement is for services with Marzano Resources to provide onsite High Reliability Schools (HRS) Certification, Levels 1 & 2 with a Marzano HRS Associate for fall 2019 and spring 2020 and a Marzano HRS Author spring 2020.

2. Services include:
   - Marzano High Reliability Schools Level 1 Certification Onsite Day with HRS Associate November 2019, two days (up to 3 schools per day)
   - Marzano High Reliability Schools Level 1 Certification Onsite Day with HRS Associate April 2020, five days (up to 3 schools per day)
   - Marzano High Reliability Schools Level 2 Certification Onsite Day with HRS Author April 2020, four days (up to 2 schools per day)

3. Funding:
   - High Reliability Schools Level 1 and 2 Certification - Title IV funds

Recommendation:

It is recommended that the Board of Education approve the Agreement between the Cedar Rapids Community School District and Marzano Resources HRS Training for the 2019-2020 School Year.
MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective October 11, 2019, Cedar Rapids Community School District ("Client") and Marzano Resources LLC ("Marzano Resources") agree that Marzano Resources will provide Marzano High Reliability Schools™ services in exchange for $77,500.00 (USD). The parties agree as follows:

1. Services: Marzano Resources agrees that Client will participate in the High Reliability Schools™ program with the following services.

<table>
<thead>
<tr>
<th>Service</th>
<th>Item</th>
<th>Qty.</th>
<th>Amount</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. HRS On-Site Certification with Associate</td>
<td>See Exhibit A for HRS certifier, date, and time.</td>
<td>7</td>
<td>$6,500.00 per day</td>
<td>$45,500.00</td>
</tr>
<tr>
<td>2. HRS On-Site Certification with Author</td>
<td>See Exhibit A for HRS certifier, date, and time.</td>
<td>4</td>
<td>$8,000.00 per day</td>
<td>$32,000.00</td>
</tr>
<tr>
<td>3. Access to the Marzano Resources HRS Community</td>
<td>Included in network membership</td>
<td>1</td>
<td></td>
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<tr>
<td>4. HRS Introduction Video</td>
<td>Included in network membership</td>
<td>1</td>
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</tbody>
</table>

TOTAL                                                                 |                                                                 |      | $77,500.00     |             |

2. Compensation: Client will pay Marzano Resources a total contract amount of $77,500.00 (USD). Client will pay Marzano Resources an initial payment of $15,500.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Resources that result from Client’s delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month.

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Resources or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Resources or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible.
without the express written permission of Marzano Resources. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. **Audio/Video Equipment:** Host will provide audio/video equipment and technical support for on-site professional development sessions.

6. **Recording of Presentation:** All audio and video recording is prohibited.

7. **Confidentiality:** Marzano Resources will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Resources will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client’s request.

8. **Termination:** If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Resources for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Resources may terminate this Contract if Marzano Resources has not received a purchase order within 30 days of the effective date of this Contract.

9. **Force Majeure:** If events beyond the parties’ control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties’ control which makes it impossible for to perform under this Contract, then Marzano Resources agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Resources shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Resources from performing under this Contract.

10. **Indemnity:** Marzano Resources shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Resources’ negligent acts or omissions during the course of performance under this Contract, except those resulting from Client’s negligence.

11. **Notices:** All notices to be given under this Contract shall be sent by certified mail to Marzano Resources LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. **Governing Law/Venue:** This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. **Nature of Contract:** Client is engaging Marzano Resources’ services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Resources may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. **Entire Contract:** This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver
or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Client and Marzano Resources:

Cedar Rapids Community School District

By: Laurel Day
Title: Executive Administrator
Cedar Rapids Community School District
2500 Edgewood Rd NW, Cedar Rapids, Iowa 52405
319-558-3094
Date: 

Marzano Resources LLC

By: Megan Schutz
Title: Professional Development Department Manager
Marzano Resources LLC
12577 East Caley Avenue, Centennial, CO 80111
812-336-7700 ext. 309
Date: 

Marzano Resources High Reliability Schools Contract: Onsite Certification Package
Page 3 of 8
Exhibit A: Description of Services

Service: HRS services for Cedar Rapids Community School District

Cost: $77,500.00

Description of Services: HRS Onsite Certification

1) Marzano High Reliability Schools™ Onsite Certification

Onsite day with a certified Marzano Resources associate or author to discuss lagging indicators, certification results, and proposed next steps. This format allows for up to three schools to be certified for one HRS level each in a single day. In this format, Marzano Resources requires that the individual school email all of the lagging indicator artifacts to the Marzano representative assigned to the onsite day at least two weeks prior to the onsite day.

Fall Level 1 Certifications

On-Site Certification #1

Date: November 11, 2019

Associate: Toby Boss

<table>
<thead>
<tr>
<th>Name of School</th>
<th>Certification Time</th>
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On-Site Certification #2

Date: November 12, 2019

Associate: Toby Boss

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<th>Certification Time</th>
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### Spring Level 1 Certifications

#### On-Site Certification #3

**Date:** April 2, 2020  
**Associate:** Toby Boss

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<th>Name of School</th>
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#### On-Site Certification #4

**Date:** April 6, 2020  
**Associate:** Toby Boss

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#### On-Site Certification #5

**Date:** April 7, 2020  
**Associate:** Toby Boss

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### On-Site Certification #6

**Date:** April 8, 2020  
**Associate:** Toby Boss

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### On-Site Certification #7

**Date:** April 9, 2020  
**Associate:** Toby Boss

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### Spring Level 2 Certifications

### On-Site Certification #8

**Date:** April 2, 2020  
**Associate:** Jan Hoegh

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On-Site Certification #9
Date: April 6, 2020
Associate: Jan Hoegh

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On-Site Certification #10
Date: April 15, 2020
Associate: Jan Hoegh

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On-Site Certification #11
Date: April 16, 2020
Associate: Jan Hoegh

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<th>Certification Time</th>
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2) **HRS Network Access**
Using a secure portal on the Marzano Resources website, HRS participants have access to artifacts specific to the Level on which they are working.

3) **Recorded Video Presentation of HRS Introduction for Staff**
The Marzano High Reliably Schools™ model is introduced in a Marzano Resources video, which is available for download. The prerecorded presentation is intended to introduce staff to the HRS structure and explains the HRS Level Surveys.
CONTACT INFORMATION
Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Resources representative.

**kirsten.dicaprio@marzanoresources.com**

Payments, including deposit checks, should be mailed directly to the Business Office:
Marzano Resources, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404

Please provide the following information in both sections:

### Who will be the contact person for the work?

<table>
<thead>
<tr>
<th><strong>Contact:</strong></th>
<th>Connie Starr</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title:</strong></td>
<td>Teacher Development Coordinator/Coach Lead</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>319/558-1790</td>
</tr>
<tr>
<td><strong>E-mail:</strong></td>
<td><a href="mailto:cstarr@crschools.us">cstarr@crschools.us</a></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Who will receive and pay the invoices?

<table>
<thead>
<tr>
<th><strong>Contact:</strong></th>
<th>Laura Eveland</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Title:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>319/558-4611</td>
</tr>
<tr>
<td><strong>E-mail:</strong></td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>2500 Edgewood Road NW, Cedar Rapid, IA  52405</td>
</tr>
</tbody>
</table>
CONSENT AGENDA

BA-20-144  Amended Agreements - Cedar Rapids Community School District and Community Partnerships Serving At-Risk Students – 2019-2020 School Year: Kids First Law Center; Leaders, Believers, Achievers Foundation (LBAF); and, The Academy for Scholastic and Personal Success (Adam Zimmermann)

Exhibit: BA-20-144.1-25

Action Item

Pertinent Fact(s):

Three funded partner agreements have been revised to more accurately reflect services/programs provided to at-risk students across the District and resulting outcomes. Revisions include:

a. Kids First Law Center – New buildings were added to reflect the services currently provided.

b. Leaders, Believers, Achievers Foundation (LBAF) – Scope of Services and Outcomes revised to align with the in-school component of the CR-DREAMS Program.

c. The Academy for Scholastic and Personal Success – Scope of Services and Outcomes revised to include coordination of AAAP Programming at RCCBA, Wilson Middle School, and Taft Middle School. Additional funding in the amount of $5,000 added to compensate Academy Staff for development of AAAP program.

Recommendation:

It is recommended that the Board of Education approve the Amended Agreements between Cedar Rapids Community School District and Community Partner Organizations intended to support at-risk students during the 2019-2020 School Year: Kids First Law Center; Leaders, Believers, Achievers Foundation (LBAF); and, The Academy for Scholastic and Personal Success.
AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND THE ACADEMY FOR SCHOLASTIC AND PERSONAL SUCCESS
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS

THIS AGREEMENT is made and entered into on the 15th day of July 2019, by and between the Cedar Rapids Community School District (the “District”) and THE ACADEMY FOR SCHOLASTIC AND PERSONAL SUCCESS (The Academy)

The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to support The Academy in serving students of color through meaningful mentor relationships, summer programming to enhance academic success, teaching social/emotional skills to successfully navigate high school, and developing future-ready learners.

The term of this Agreement shall be from August 1, 2019 to July 31, 2020. 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

THE ACADEMY agrees to the following:

A. Provide services at Jefferson High School, Kennedy High School, Metro High School, Washington High School, McKinley STEAM Academy, Wilson Middle School and Taft Middle School per Attachment A, Scope of Services.

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

B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Attachment B, Outcome Measures.

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

D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.

E. THE ACADEMY shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries,
benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of THE ACADEMY. The employees of the THE ACADEMY shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

F. THE ACADEMY employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. THE ACADEMY shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.

G. THE ACADEMY will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.

H. Submit invoices in conjunction with outcomes reports in October, January, April and July.

The DISTRICT agrees to the following:

A. Ensure each Building Administrator works collaboratively with THE ACADEMY staff to identify and refer appropriate students to programming and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

B. Post Facilitator job description and manage short term contracts, including payment, for AAAP Facilitators.

C. Execute a Data Sharing Agreement (if applicable)

D. Identify required output and outcome measures and develop a reporting mechanism for data reports as appropriate. Collect, analyze and aggregate program data with CRCSD data to demonstrate partnership effectiveness.

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

F. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
G. Disperse funding in the total amount of $25,000 for Academy Programming and $5,000 for AAAP Programming upon receipt of quarterly invoice and outcomes reports for previously approved services.

4. INSURANCE AND INDEMNIFICATION

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

1. **Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:**
   - General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
   - Products/Completed Operations Aggregate $2,000,000
   - Personal & Advertising Injury Liability $1,000,000
   - Each Occurrence $1,000,000

   - Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District.
   - Governmental Immunities Endorsement should also be included covering:
     a) Non-waiver of 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**

<table>
<thead>
<tr>
<th>Workers’ Compensation</th>
<th>State Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employer’s Liability – Bodily Injury By Accident</td>
<td>$100,000 each accident</td>
</tr>
<tr>
<td>Employer’s Liability – Bodily Injury by Disease</td>
<td>$500,000 policy limit</td>
</tr>
<tr>
<td>Employer’s Liability – Bodily Injury by Disease</td>
<td>$100,000 each employee</td>
</tr>
</tbody>
</table>

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

4. **Umbrella Liability:**

<table>
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<tr>
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<th>Aggregate</th>
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</table>

- 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:**

<table>
<thead>
<tr>
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<th>Aggregate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>$1,000,000</td>
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</table>

B. The District will indemnify and hold harmless THE ACADEMY from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

C. THE ACADEMY will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, THE ACADEMY 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.
B. The site advisory group, **School Health Advisory Council**, 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 appropriate parties.

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that 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. **THE ACADEMY** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board of Education Policy 102.
8. TERMINATION

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

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

B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

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

C. In either event, the non-defaulting party may seek damages including reasonable attorneys’ fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

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

9. CONTACT PERSON

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

<table>
<thead>
<tr>
<th>Adam Zimmermann</th>
<th>Dr. Ruth White</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director of Middle Level Learning and Community Partnerships</td>
<td>Executive Director</td>
</tr>
<tr>
<td>Cedar Rapids Community School District</td>
<td>The Academy for Scholastic and Personal Success</td>
</tr>
<tr>
<td>2500 Edgewood Rd NW</td>
<td>PO Box 2842</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52405</td>
<td>Cedar Rapids, IA 52406</td>
</tr>
<tr>
<td>(319) 558-4261</td>
<td>(319) 389-4644</td>
</tr>
<tr>
<td><a href="mailto:azimmermann@crschools.us">azimmermann@crschools.us</a></td>
<td><a href="mailto:retwhite@aol.com">retwhite@aol.com</a></td>
</tr>
</tbody>
</table>
Cedar Rapids Community School District

By: ________________________________

Board Secretary

Date ______________________________

The Academy for Scholastic and Personal Success

By: ________________________________

Executive Director

Date: ______________________________
ATTACHMENT A
SCOPE OF SERVICES

- Engage a minimum of 25 high school students of color from CRCSD in the Academy summer programming
- Provide Academy participants with services that improve academic performance, a stronger and more positive sense of self, confidence to achieve, and knowledge of their cultural history to cultivate Future-Ready Learners
- Engage a minimum of 25 middle school students of color from McKinley, Wilson and Taft (75 total students) by offering onsite individual and group AAAP programming.
- Recruit and train selected CRCSD staff to serve as AAAP Facilitators (up to 2 per building, 6 total)
- Work with building leadership to develop a system of recruitment/referral for student participation in the AAAP program.
- Provide program oversight/coordination including resolution of challenges/barriers to facilitation and student participation.
- Engage parents of participating students in at least 2 AAAP meetings per school year.
- Offer regular group and individual programming that allows students to develop leadership skills, study skills and higher level thinking skills, increases student awareness of African American culture, and increases participant involvement in advanced courses and co-curricular activities.
- Provide referrals and support to students in need of additional services provided by the district or community partners
APPENDIX B
OUTCOME MEASURES

The following outcome measures will be reported to the district on a quarterly basis for both the
Academy and AAAP programming (separately):

● Names of students referred
● Names of students enrolled/served
● Number of staff coaching/training sessions provided
● Number of staff coached/trained
● Number of individual and group contact hours
● Number of parents attending parent meetings
● Data demonstrating participant improvement in the following:
  o leadership skills
  o study skills
  o higher level thinking skills
  o awareness of African American culture
  o involvement in advanced courses/co-curricular activities.

The fourth quarter (July) report should also include any additional data that demonstrates student
improvement in knowledge, attitudes, or skills that contribute to academic success.
AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND KIDS FIRST LAW CENTER
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS, REVISED

THIS AGREEMENT is made and entered into on the 15th day of July 2019, by and between the Cedar Rapids Community School District (the “District”) and Kids First Law Center (Kids First) The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide psychological counseling, referral, education and consultation services through the coordination of resources and other joint and cooperative action between the District and Kids First to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from August 1, 2019 to July 31, 2020. 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

KIDS FIRST agrees to the following:

A. Provide services at McKinley STEAM Academy, Johnson STEAM Academy, Grant Wood Elementary, and Erskine Elementary per Attachment A, Scope of Services.

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

B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Attachment B, Outcome Measures.

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

D. KIDS FIRST shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of KIDS FIRST. The employees of the KIDS FIRST shall comply with the policies, rules, and regulations of the District at all times while
acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

E. **KIDS FIRST** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **KIDS FIRST** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.

F. **KIDS FIRST** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence (generally for more than five consecutive work days). For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.

G. Submit invoices for services provided in conjunction with outcomes reports at least quarterly.

**The DISTRICT agrees to the following:**

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

B. Execute a Data Sharing Agreement (if applicable).

C. Identify required output and outcome measures and develop a reporting mechanism for data reports as appropriate.

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

E. Funding in the total amount of **$13,451**, disbursed within 30 days of receipt of an invoice and supporting outcome documentation.

4. INSURANCE AND INDEMNIFICATION

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

1. **Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:**
General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
Products/Completed Operations Aggregate $2,000,000
Personal & Advertising Injury Liability $1,000,000
Each Occurrence $1,000,000

- Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
- Governmental Immunities Endorsement should also be included covering:
  a) Non-waiver of 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

Last Updated: 10/2019
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:

<p>| | |</p>
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<td>$1,000,000</td>
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</tbody>
</table>

B. The District will indemnify and hold harmless KIDS FIRST 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. KIDS FIRST 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, KIDS FIRST 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.

B. The site advisory group, Mental Health Resource Management Team, 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. 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. KIDS FIRST is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by KIDS FIRST may involve the presence of the KIDS FIRST 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. KIDS FIRST 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. **KIDS FIRST** hereby certifies that no one who is an owner, operator or manager of **KIDS FIRST** has been convicted of a sex offense against a minor. **KIDS FIRST** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

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

E. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that 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. **KIDS FIRST** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board 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:

<table>
<thead>
<tr>
<th>Adam Zimmermann</th>
<th>Jenny Schulz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director of Middle Level Education</td>
<td>Kids First Law Center</td>
</tr>
<tr>
<td>and Community Partnerships</td>
<td></td>
</tr>
<tr>
<td>Cedar Rapids Community School District</td>
<td></td>
</tr>
<tr>
<td>2500 Edgewood Rd NW</td>
<td>420 6th Street SE, Suite 160</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52405</td>
<td>Cedar Rapids, IA 52401</td>
</tr>
<tr>
<td><a href="mailto:azimmermann@crschools.us">azimmermann@crschools.us</a></td>
<td>(319) 739-5426 direct</td>
</tr>
<tr>
<td>(319) 558-4261</td>
<td>(319) 365-5437 office</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:jenny@kidsfirstiowa.org">jenny@kidsfirstiowa.org</a></td>
</tr>
</tbody>
</table>

Cedar Rapids Community School District

By: _________________________________

Board Secretary

Date: _______________________________

Kids First

By: _________________________________

Executive Director

Date: _______________________________
ATTACHMENT A
SCOPE OF SERVICES

Provide Trauma Informed services including:

- Coaching and professional development for staff on implementing Restorative Practices
- Facilitation and modeling of Restorative circles to help address and prevent conflict between students and/or staff
- Referral/recommendation for other community-based services needed by students/families as appropriate
APPENDIX B
OUTCOME MEASURES

The following outcome measures will be reported to the district on a quarterly basis:

- Names of students referred
- Names of students enrolled/served
- Number of staff coaching/training sessions provided
- Number of staff coached/trained

The fourth quarter report should also include data that demonstrates student improvement in knowledge, attitudes, or skills that contribute to academic success and improved staff capacity to support the academic success of at-risk students.
AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND LEADERS BELIEVERS ACHIEVERS FOUNDATION
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS, REVISED

THIS AGREEMENT is made and entered into on the 15th day of July 2019, by and between the Cedar Rapids Community School District (the “District”) and LEADERS BELIEVERS ACHIEVERS FOUNDATION (LBAF). The parties agree as follows:

1. PURPOSE

The purpose of this agreement is to support the LBAF’s mission to Inspire Hope to tomorrow’s Leaders, Believers and Achievers. Centering on their core principles of Academic Excellence, Character and Leadership and Healthy Lifestyles and Positive Choices through the coordination of resources and other joint and cooperative action between the District and LBAF to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from August 1, 2019 to July 31, 2020. 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

LBAF agrees to the following:

A. Provide services at Arthur Elementary School, McKinley STEAM Academy, Roosevelt Creative Corridor Business Academy (RCCBA), Franklin Middle School, Jefferson High School, and Washington High School per Attachment A, Scope of Services.

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

B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Attachment B, Outcome Measures.

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

D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
E. **LBAF** shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements. However, the District reserves the right to refuse the services of any individual employee of **LBAF**. The employees of the **LBAF** shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

F. **LBAF** employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. **LBAF** shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.

G. **LBAF** will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence. For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.

H. Submit invoices in conjunction with outcomes reports at least quarterly (October, January, April, July).

**The DISTRICT agrees to the following:**

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

B. Execute a Data Sharing Agreement (if applicable)

C. Identify required output and outcome measures and develop a reporting mechanism for data reports as appropriate.

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

E. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.
F. Disperse funding in the total amount of $60,000 upon receipt of invoice and outcomes reports for previously approved services.

4. INSURANCE AND INDEMNIFICATION

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

1. **Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:**
   - General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
   - Products/Completed Operations Aggregate $2,000,000
   - Personal & Advertising Injury Liability $1,000,000
   - Each Occurrence $1,000,000

   - Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontribution 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 reservation 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 LBAF 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. LBAF 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, LBAF 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 Executive Director of Middle Level Education and Community Partnerships shall be designated as the administrator of the Agreement.

B. The site advisory group, School Health Advisory Council, 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 appropriate parties.

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

6. ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK

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

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

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

8. TERMINATION

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

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

B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the
written notice, the non-defaulting party may either:

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

C. In either event, the non-defaulting party may seek damages including reasonable attorneys’ fees and costs as a result of the breach or failure to comply with the terms of the Agreement.

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

9. CONTACT PERSON

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

<table>
<thead>
<tr>
<th>Adam Zimmermann</th>
<th>Kerry Crowell</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director of Middle Level Education</td>
<td>Strategic Director</td>
</tr>
<tr>
<td>and Community Partnerships</td>
<td>LBA Foundation</td>
</tr>
<tr>
<td>Cedar Rapids Community School District</td>
<td>2320 E Ave NE</td>
</tr>
<tr>
<td>2500 Edgewood Rd NW</td>
<td>Cedar Rapids, IA 52402</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52405</td>
<td>(319) 440-0157</td>
</tr>
<tr>
<td>(319) 558-4261</td>
<td><a href="mailto:kerry@lbajourney.org">kerry@lbajourney.org</a></td>
</tr>
<tr>
<td><a href="mailto:azimmermann@crschools.us">azimmermann@crschools.us</a></td>
<td></td>
</tr>
</tbody>
</table>

Cedar Rapids Community School District

By: _______________________________

   Board Secretary

   Date: __________________________

Leaders Believers Achievers Foundation

By: ______________________________

   Executive Director

   Date: __________________________
ATTACHMENT A
SCOPE OF SERVICES

- Engage a minimum of 60 at-risk (failing grades, suspension, >6 absences, homelessness, low socio-economic status, two or more office referrals) students of color from CRCSD in the CR-DREAMS in-school programming that increases connectedness, offers supplemental learning support services, and builds capacity for enhanced response to student emotional needs.
- Provide students with mentoring/coaching, workshops, tutoring, expanded learning opportunities and training in key future-ready skills including public speaking, customer service, and digital communication.
- Provide referrals and support to students in need of additional services provided by the district or community partners.
APPENDIX B
OUTCOME MEASURES

The following outcome measures will be reported to the district on a quarterly basis:

- Number of students referred to services by building.
- Number and names of individual students receiving coaching/mentoring sessions to develop Statement of Purpose (SoP), Flight Plan, and My Cloud.
- Names of students participating in workshops designed to build skills in the "5 C's" and Social/Emotional Learning
- Names of students completing online learning courses or earning certificates through Udemy learning.
- Names of students who complete specialized skills training courses.
- Pre and post ACT Tessera/actual exam scores for all students (July report only)
CONSENT AGENDA

BA-20-145  Purchasing Register – Buses, Vehicles, and Mowers – 2019-2020 School Year
(Tom Day/Scott Wing)

Exhibit:  BA-20-145.1

Action Item

Pertinent Fact(s):

1. Vehicles being replaced are:
   1 - 2004 International 54 Passenger Bus
   2 - 2005 International 72 Passenger Bus
   3 - 2005 International 54 Passenger Bus
   1 - 2006 International 72 Passenger Bus
   2 - 2006 International 54 Passenger Bus
   1 - 2007 International 72 Passenger Bus
   1 - 2007 Ford Econ Van
   1 - 2006 Ford F350 Plow Truck
   1 - 2006 Bobcat A300
   11 – 2009 John Deere X320 Series Mower
   2 – 2007 John Deere X748 Series Mower

2. Parts availability and higher maintenance costs are issues in keeping older school buses and vehicles running.

3. Physical Plant & Equipment Levy (PPEL) and Special Education funds are available in the 2019-2020 School Year to purchase the identified equipment and vehicles.

4. The Cedar Rapids Community School district was awarded the Volkswagen Settlement Projects grant for Diesel engine vehicle replacements which will help offset the cost of District Bus replacements.

Recommendation:

It is recommended that the Board of Education approve the Purchasing Register – Buses, Vehicles, and Mowers for the 2019-2020 School Year.
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
Purchasing Department
2500 Edgewood Rd NW
Cedar Rapids, IA  52405

PURCHASING REGISTER

Purchases for approval or ratification

Description: Buses, Stadium Equipment, Mowers

School: Transportation/ Building and Grounds Department

Budget Year: 2019-2020

First Notice Date: October 15, 2019
Second Notice Date: October 22, 2019
Bid Due Date: October 30, 2019

Estimated Cost: $1,390,000.00
LEARNING AND LEADERSHIP

BA-20-146  Digital Literacy Update (Craig Barnum/Ryan Rydstrom)

Exhibit: BA-20-146.1-10

Information Item

Strategic Plan/Focus Areas

☐ Culture
☒ Student Learning
☐ Workforce
☒ Systems and Resources

Pertinent Fact(s):

1. High School Digital Literacy Trainers (full-time teachers) will share a reflection about the 1:1 and Digital Literacy roll-out from their perspective.

2. Data will be shared around Critical Commitment #2 from the technology plan.

3. Information will be shared about the Office of Digital Literacy is listening to stakeholder feedback from training and learning.

4. On-demand support and learning strategies will be shared.
OFFICE OF DIGITAL LITERACY

Board of Education Fall Update
“Now that we have daily access to devices, the opportunities to use technology in meaningful ways has dramatically increased.”
“Our students now have access to thoughtful and personalized learning opportunities everywhere, including on the bus, at work, in their living rooms, and even in the classroom.”
CRITICAL COMMITMENT 2: CLEAR LEARNING OUTCOMES AND PROFESSIONAL LEARNING FOR STAFF

Days of Digital Literacy: 6
Certified Trainers: 30
National Speakers: 2
Professional Learning Days: 9

43 Collaborations around the NASOT Elements
27 Digital Literacy Trainers
~200 Level 1 Certified Teachers
GOT IT---NEED IT

What do the identified stakeholder groups “got” with Google and Infinite Campus and do the “need”?
ON DEMAND SUPPORT

WHS, KHS, and Taft one on one teacher support for a full day

Secretary Meetings

Infinite Campus Schedule for Teachers
EQUITY + EMPOWERMENT + ENGAGEMENT
A WORKSHOP TO BRING OUR VISION TO LIFE

OCTOBER 18th  |  8:00 AM - 12:00 PM
ELSC: THE CEDARS
RSVP @ https://tinyurl.com/CRCSDWorkshopRSVP

#WeAreCRCSD
I'd also like to be on record as saying that Craig, yourself, and your team have done an outstanding job in providing training, guidance, and understanding in leading our transition to 1:1 and Google tools. It's a game changer, and I'm really enjoying the flexibility of the Google suite of tools!

--- HS Cedar Rapids Teacher
Questions
 ADMINISTRATION

BA-20-147 Update and Approval – Physical Plant and Equipment Projects (PPEL) – 2019-2020 School Year (Dave Nicholson/Jon Galbraith)

Exhibit: BA-20-147.1-6

Action Item

Pertinent Fact(s):

1. The administration will provide a brief update regarding the proposed PPEL projects for the 2020-2021 School Year.

2. The project listing represents Year 6 in the “PPEL Promise” with an overall budget of $7,949,000.00. The Master Facility Planning Oversight Committee recently reviewed the plan and supports the projects. The original Year 6 project listing has been modified to take into consideration the Facility Master Plan approved by the Board.

3. The PPEL portion of the Master Facility Plan consists of an 11-year plan in which this represents year 6. The project list establishes an improvement schedule and budget numbers for the improvements.

Recommendation:

It is recommended that the Board of Education approve the Physical Plant and Equipment Levy (PPEL) Projects as recommended by the Administration and Master Facility Planning Oversight Committee for the 2019-2020 School Year.
# Master Facility Plan

## Year 6 - PPEL Promise

**Project Listing 2020/2021**

<table>
<thead>
<tr>
<th>Buildings</th>
<th>Type</th>
<th>Description</th>
<th>Budget</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleveland</td>
<td>Landscaping</td>
<td>Hazard Assessment of Trees</td>
<td>$ 5,000.00</td>
<td>Arborist inspection of trees with class 1 pruning's.</td>
</tr>
<tr>
<td>Cleveland</td>
<td>Asphalt</td>
<td>Parking lot/playground repair</td>
<td>$ 25,000.00</td>
<td>5 year patch &amp; seal plan - Preventive Maintenance</td>
</tr>
<tr>
<td>Cleveland</td>
<td>Concrete</td>
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<td>$ 20,000.00</td>
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<tr>
<td>ELSC</td>
<td>Landscaping</td>
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<td>$ 5,000.00</td>
<td>Arborist inspection of trees with class 1 pruning's.</td>
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<tr>
<td>Franklin</td>
<td>Asphalt</td>
<td>Parking lot/playground repair</td>
<td>$ 30,000.00</td>
<td>5 year patch &amp; seal plan - Preventive Maintenance</td>
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<td>Franklin</td>
<td>Concrete</td>
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<tr>
<td>Garfield</td>
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<td>Garfield</td>
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<tr>
<td>Grant Wood</td>
<td>ADA</td>
<td>ADA Improvements</td>
<td>$ 5,000.00</td>
<td>Provides funding for ADA signage</td>
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<tr>
<td>Harrison</td>
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<td>Harrison</td>
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<td>Hiawatha</td>
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<td>Hoover</td>
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<tr>
<td>Hoover</td>
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<td>New flooring budget includes abatement.</td>
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<td>Interior</td>
<td>Locker Replacement</td>
<td>$ 150,000.00</td>
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<td>Interior</td>
<td>Gym Bleacher Replacement</td>
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<td>Kennedy</td>
<td>Tennis Court</td>
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<td>$ 24,000.00</td>
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<tr>
<td>Kennedy</td>
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<td>Kennedy</td>
<td>Exterior</td>
<td>Running Track</td>
<td>$75,000.00</td>
<td>Repair &amp; Seal Running Track.</td>
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<td>Madison</td>
<td>Electrical</td>
<td>Fire Alarm Upgrade</td>
<td>$40,000.00</td>
<td>New system will ensure building will meet current life safety code requirements.</td>
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<td>5 year patch &amp; seal plan - Preventive Maintenance</td>
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<td>McKinley</td>
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<td>McKinley</td>
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<td>5 year patch &amp; seal plan - Preventive Maintenance</td>
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<td>5 year repair schedule</td>
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<td>Metro</td>
<td>Masonry</td>
<td>Tuck-pointing and Repair</td>
<td>$50,000.00</td>
<td>Repair of exterior brick surfaces.</td>
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<td>Roosevelt</td>
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<td>Parking lot/playground repair</td>
<td>$30,000.00</td>
<td>5 year patch &amp; seal plan - Preventive Maintenance</td>
</tr>
<tr>
<td>Roosevelt</td>
<td>Concrete</td>
<td>Concrete repair or replacement</td>
<td>$25,000.00</td>
<td>5 year repair schedule</td>
</tr>
<tr>
<td>Roosevelt</td>
<td>Landscaping</td>
<td>Hazard Assessment of Trees</td>
<td>$10,000.00</td>
<td>Arborist inspection of trees with class 1 pruning's.</td>
</tr>
<tr>
<td>Taft</td>
<td>Flooring</td>
<td>Tile/Carpet Replacement</td>
<td>$40,000.00</td>
<td>New flooring budget includes abatement.</td>
</tr>
<tr>
<td>Taylor</td>
<td>Landscaping</td>
<td>Hazard Assessment of Trees</td>
<td>$5,000.00</td>
<td>Arborist inspection of trees with class 1 pruning's.</td>
</tr>
<tr>
<td>Taylor</td>
<td>Asphalt</td>
<td>Parking lot/playground repair</td>
<td>$25,000.00</td>
<td>5 year patch &amp; seal plan - Preventive Maintenance</td>
</tr>
<tr>
<td>Taylor</td>
<td>Concrete</td>
<td>Concrete repair or replacement</td>
<td>$20,000.00</td>
<td>5 year repair schedule</td>
</tr>
<tr>
<td>Van Buren</td>
<td>Electrical</td>
<td>Fire Alarm Upgrade</td>
<td>$40,000.00</td>
<td>New system will ensure building will meet current life safety code requirements.</td>
</tr>
<tr>
<td>Van Buren</td>
<td>Landscaping</td>
<td>Hazard Assessment of Trees</td>
<td>$5,000.00</td>
<td>Arborist inspection of trees with class 1 pruning's.</td>
</tr>
<tr>
<td>Washington</td>
<td>Tennis Court</td>
<td>Patch, Clean, &amp; Seal</td>
<td>$24,000.00</td>
<td>Repair Tennis Court</td>
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<tr>
<td>Wilson</td>
<td>Flooring</td>
<td>Gym Wood Floor Refinishing</td>
<td>$30,000.00</td>
<td>Replacement of floors on 10 year cycle.</td>
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<tr>
<td>Wilson</td>
<td>Roofing</td>
<td>Roof Replacement</td>
<td>$75,000.00</td>
<td>Replacement of 30 year roofs.</td>
</tr>
<tr>
<td>District Wide</td>
<td>Department</td>
<td>Project</td>
<td>Budget</td>
<td>Description</td>
</tr>
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<td>---------------</td>
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<td>---------</td>
<td>--------</td>
<td>-------------</td>
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<tr>
<td>District Wide</td>
<td>Asbestos</td>
<td>Asbestos Services</td>
<td>$25,000.00</td>
<td>Yearly inspections for AHERA compliance</td>
</tr>
<tr>
<td>District Wide</td>
<td>Asphalt</td>
<td>Parking lot/playground repair</td>
<td>$16,000.00</td>
<td>5 year patch &amp; seal plan - Preventive Maintenance</td>
</tr>
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<td>District Wide</td>
<td>Concrete</td>
<td>Site Repair or Replacement</td>
<td>$10,000.00</td>
<td>5 year repair schedule</td>
</tr>
<tr>
<td>District Wide</td>
<td>Contigency</td>
<td>Budget Shortfalls</td>
<td>$50,000.00</td>
<td>Emergency Repairs for district facilities</td>
</tr>
<tr>
<td>District Wide</td>
<td>Design</td>
<td>Engineering Services</td>
<td>$100,000.00</td>
<td>Engineering Services for Construction Projects</td>
</tr>
<tr>
<td>District Wide</td>
<td>Electrical</td>
<td>Lighting Upgrades</td>
<td>$20,000.00</td>
<td>Installation of energy efficient lighting</td>
</tr>
<tr>
<td>District Wide</td>
<td>Energy</td>
<td>Energy Projects</td>
<td>$100,000.00</td>
<td>Energy Upgrades</td>
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<td>Exterior</td>
<td>Exterior Door Replacement</td>
<td>$10,000.00</td>
<td>Replacement of exterior doors.</td>
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<tr>
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<td>Flooring</td>
<td>Tile/Carpet Replacement</td>
<td>$25,000.00</td>
<td>New flooring budget includes abatement</td>
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<td>District Wide</td>
<td>Major Repairs</td>
<td>Work Order Repairs</td>
<td>$1,890,000.00</td>
<td>Yearly work order requests</td>
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<td>Masonry</td>
<td>Tuck-pointing and Repair</td>
<td>$100,000.00</td>
<td>Repair of exterior brick surfaces.</td>
</tr>
<tr>
<td>District Wide</td>
<td>Mechanical</td>
<td>Utility Monitoring Meters</td>
<td>$20,000.00</td>
<td>Utility Meter Upgrades</td>
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<tr>
<td>District Wide</td>
<td>Remodel</td>
<td>Classroom Contigency</td>
<td>$250,000.00</td>
<td>For building improvements due to programming</td>
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<tr>
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<td>Roofing</td>
<td>Roof Replacement</td>
<td>$675,000.00</td>
<td>Replacement of 30 year roofs.</td>
</tr>
<tr>
<td>District Wide</td>
<td>Security</td>
<td>Card Access Systems</td>
<td>$150,000.00</td>
<td>Building security projects including card access for facilities</td>
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<tr>
<td>District Wide</td>
<td>Vehicles</td>
<td>Replacement Schedule</td>
<td>$1,000,000.00</td>
<td>Replacement of District Vehicles</td>
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**TOTAL:** $5,724,000.00
<table>
<thead>
<tr>
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<th>Budget</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arthur</td>
<td>Mechanical</td>
<td>Restroom Upgrade</td>
<td>$150,000.00</td>
<td>Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs. Defer</td>
</tr>
<tr>
<td>Cleveland</td>
<td>Interior</td>
<td>Dry Erase Board Installation</td>
<td>$15,000.00</td>
<td>Remove existing classroom chalk boards and install dry erase boards. Defer</td>
</tr>
<tr>
<td>Cleveland</td>
<td>Electrical</td>
<td>Exterior Lighting Upgrade</td>
<td>$15,000.00</td>
<td>Increase exterior egress lighting by converting to energy efficient fixtures. Defer</td>
</tr>
<tr>
<td>Coolidge</td>
<td>Electrical</td>
<td>Exterior Lighting Upgrade</td>
<td>$15,000.00</td>
<td>Increase exterior egress lighting by converting to energy efficient fixtures. Defer</td>
</tr>
<tr>
<td>Coolidge</td>
<td>Interior</td>
<td>Dry Erase Board Installation</td>
<td>$15,000.00</td>
<td>Remove existing classroom chalk boards and install dry erase boards. Defer</td>
</tr>
<tr>
<td>Erskine</td>
<td>Exterior</td>
<td>Fence Replacement</td>
<td>$2,000.00</td>
<td>Replace Existing Fence. Defer</td>
</tr>
<tr>
<td>Harrison</td>
<td>Interior</td>
<td>Dry Erase Board Installation</td>
<td>$15,000.00</td>
<td>Remove existing classroom chalk boards and install dry erase boards. Defer</td>
</tr>
<tr>
<td>Harrison</td>
<td>Interior</td>
<td>Master Clock Replacement</td>
<td>$10,000.00</td>
<td>Replacement of Master Clocks Defer</td>
</tr>
<tr>
<td>Hoover</td>
<td>Mechanical</td>
<td>HVAC Control Upgrade</td>
<td>$40,000.00</td>
<td>Replace existing hardware, to be compatible with District Standards. Defer</td>
</tr>
<tr>
<td>Jackson</td>
<td>Exterior</td>
<td>Siding Replacement</td>
<td>$80,000.00</td>
<td>Replacement of Siding. Defer</td>
</tr>
<tr>
<td>Johnson</td>
<td>Interior</td>
<td>Master Clock Replacement</td>
<td>$15,000.00</td>
<td>Replacement of Master Clocks Defer</td>
</tr>
<tr>
<td>Johnson</td>
<td>Masonry</td>
<td>Tuck-pointing and Repair</td>
<td>$75,000.00</td>
<td>Repair of exterior brick surfaces. Defer</td>
</tr>
<tr>
<td>Kenwood</td>
<td>Mechanical</td>
<td>Restroom Upgrade</td>
<td>$150,000.00</td>
<td>Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs. Defer</td>
</tr>
<tr>
<td>Pierce</td>
<td>Mechanical</td>
<td>Restroom Upgrade</td>
<td>$150,000.00</td>
<td>Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs. Defer</td>
</tr>
<tr>
<td>Taylor</td>
<td>Mechanical</td>
<td>Restroom Upgrade</td>
<td>$150,000.00</td>
<td>Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs. Defer</td>
</tr>
<tr>
<td>Truman</td>
<td>Electrical</td>
<td>Exterior Lighting Upgrade</td>
<td>$15,000.00</td>
<td>Increase exterior egress lighting by converting to energy efficient fixtures. Defer</td>
</tr>
<tr>
<td>Buildings</td>
<td>Type</td>
<td>Description</td>
<td>Budget</td>
<td>Notes</td>
</tr>
<tr>
<td>-----------------</td>
<td>----------</td>
<td>------------------------------------</td>
<td>----------</td>
<td>--------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Truman</td>
<td>Roofing</td>
<td>Roof Replacement</td>
<td>$75,000.00</td>
<td>Replacement of 30 year roofs.</td>
</tr>
<tr>
<td>Wright</td>
<td>Exterior</td>
<td>Fence Replacement</td>
<td>$8,000.00</td>
<td>Replace Existing Fence.</td>
</tr>
</tbody>
</table>

**TOTAL: $995,000.00**

<table>
<thead>
<tr>
<th>Buildings</th>
<th>Type</th>
<th>Description</th>
<th>Budget</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viola Gibson</td>
<td>Mechanical</td>
<td>Restroom Upgrade</td>
<td>$125,000.00</td>
<td>Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs.</td>
</tr>
<tr>
<td>Taft</td>
<td>Interior</td>
<td>Dry Erase Board Installation</td>
<td>$15,000.00</td>
<td>Remove existing classroom chalk boards and install dry erase boards.</td>
</tr>
<tr>
<td>Harding</td>
<td>Electrical</td>
<td>Exterior Lighting Upgrade</td>
<td>$15,000.00</td>
<td>Increase exterior egress lighting by converting to energy efficient fixtures.</td>
</tr>
<tr>
<td>Taft</td>
<td>Electrical</td>
<td>Exterior Lighting Upgrade</td>
<td>$15,000.00</td>
<td>Increase exterior egress lighting by converting to energy efficient fixtures.</td>
</tr>
<tr>
<td>McKinley</td>
<td>Interior</td>
<td>Dry Erase Board Installation</td>
<td>$15,000.00</td>
<td>Remove existing classroom chalk boards and install dry erase boards.</td>
</tr>
<tr>
<td>McKinley</td>
<td>Exterior</td>
<td>Fence Replacement</td>
<td>$2,000.00</td>
<td>Replace Existing Fence.</td>
</tr>
<tr>
<td>Roosevelt</td>
<td>Interior</td>
<td>Dry Erase Board Installation</td>
<td>$15,000.00</td>
<td>Remove existing classroom chalk boards and install dry erase boards.</td>
</tr>
<tr>
<td>Harding</td>
<td>Interior</td>
<td>Master Clock Replacement</td>
<td>$10,000.00</td>
<td>Replacement of Master Clocks</td>
</tr>
<tr>
<td>Washington/</td>
<td>Exterior</td>
<td>Siding Replacement</td>
<td>$80,000.00</td>
<td>Replacement of Siding.</td>
</tr>
<tr>
<td>Jefferson</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Harding</td>
<td>Interior</td>
<td>Master Clock Replacement</td>
<td>$15,000.00</td>
<td>Replacement of Master Clocks</td>
</tr>
<tr>
<td>Taft</td>
<td>Masonry</td>
<td>Tuck-pointing and Repair</td>
<td>$75,000.00</td>
<td>Repair of exterior brick surfaces.</td>
</tr>
<tr>
<td>Taft</td>
<td>Mechanical</td>
<td>Restroom Upgrade</td>
<td>$175,000.00</td>
<td>Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs.</td>
</tr>
<tr>
<td>McKinley</td>
<td>Mechanical</td>
<td>Restroom Upgrade</td>
<td>$175,000.00</td>
<td>Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs.</td>
</tr>
</tbody>
</table>

**Move Ahead in Place of Deferred Projects**

**BA-20-147.1-6**
<table>
<thead>
<tr>
<th>Buildings</th>
<th>Type</th>
<th>Description</th>
<th>Budget</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roosevelt</td>
<td>Mechanical</td>
<td>Restroom Upgrade</td>
<td>$ 175,000.00</td>
<td>Renovation to main entry gang restrooms to meet ADA requirements as well as student and staff needs. Moved ahead from year 10</td>
</tr>
<tr>
<td>Taft/Harding</td>
<td>Electrical</td>
<td>Exterior Lighting Upgrade</td>
<td>$ 15,000.00</td>
<td>Increase exterior egress lighting by converting to energy efficient fixtures. Moved ahead from year 8</td>
</tr>
<tr>
<td>McKinley</td>
<td>Exterior</td>
<td>Fence Replacement</td>
<td>$ 8,000.00</td>
<td>Replace Existing Fence. Moved ahead from year 8</td>
</tr>
<tr>
<td>Harding</td>
<td>Roofing</td>
<td>Roof Replacement</td>
<td>$ 250,000.00</td>
<td>Replacement of 30 year roofs. Moved ahead from year 7</td>
</tr>
<tr>
<td>Harding</td>
<td>Masonry</td>
<td>Tuck-pointing and Repair</td>
<td>$ 75,000.00</td>
<td>Repair of exterior brick surfaces. Moved ahead from year 8</td>
</tr>
<tr>
<td>Jefferson</td>
<td>Masonry</td>
<td>Tuck-pointing and Repair</td>
<td>$ 200,000.00</td>
<td>Repair of exterior brick surfaces. Moved ahead from year 7</td>
</tr>
</tbody>
</table>

**TOTAL: $ 1,455,000.00**

NOTE: These projects also replaced projects there were moved ahead from year 6 to year 5.

---

### Non PPEL Promise Projects

<table>
<thead>
<tr>
<th>Buildings</th>
<th>Type</th>
<th>Description</th>
<th>Budget</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kingston</td>
<td>Supplies</td>
<td>Equipment for Stadium</td>
<td>$ 10,000.00</td>
<td>Yearly allocation</td>
</tr>
<tr>
<td>District Wide</td>
<td>Supplies</td>
<td>Custodial Equipment Supplies</td>
<td>$ 75,000.00</td>
<td>Yearly allocation</td>
</tr>
<tr>
<td>District Wide</td>
<td>Improvements</td>
<td>Green Bucks</td>
<td>$ 50,000.00</td>
<td>Used if Green Teams reach the requirements for conservation.</td>
</tr>
<tr>
<td>District Wide</td>
<td>Improvements</td>
<td>Kiln Replacement</td>
<td>$ 10,000.00</td>
<td>Replacement of kilns based on 15 year schedule</td>
</tr>
<tr>
<td>Kennedy</td>
<td>Electrical</td>
<td>Fire Alarm Upgrade</td>
<td>$ 425,000.00</td>
<td>New system will ensure building will meet current life safety code requirements.</td>
</tr>
<tr>
<td>Kennedy</td>
<td>Mechanical</td>
<td>HVAC Gym Equipment Replacement</td>
<td>$ 200,000.00</td>
<td>Mechanical Equipment is failing and is in need of replacement to avoid emergency replacement.</td>
</tr>
</tbody>
</table>

**TOTAL: $ 770,000.00**
ADMINISTRATION


Exhibit: BA-20-148.1-5

Action Item Roll Call

Pertinent Fact(s):

1. At the August 26, 2019 Board of Education meeting, the Board approved moving forward with the refinancing of the $30 million in outstanding SAVE bonds. Adjusted for inflation, the net present value of savings is estimated to be $5,081,516 in today’s dollars.

2. A Public Hearing was held at our September 9, 2019 Board meeting. We received no comment relating to the refunding request and the 15-day petition period expired on October 8, 2019.

3. Piper Jaffray will gather all the bids, which are due by October 11, 2019, evaluate each of the proposals, and will provide the Board with a summary of all of the proposals received.

Recommendation:

It is recommended that the Board of Education approve the Resolution Awarding the Proposal for the Sale of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019.
MINUTES OF MEETING TO CONSIDER
SALE OF BONDS

Cedar Rapids, Iowa

October 14, 2019

The Board of Directors of the Cedar Rapids Community School District met at _______ o’clock ____.m. on October 14, 2019, at the _________________________, Cedar Rapids, Iowa.

The meeting was called to order by the President of the Board, and the roll was called showing the following Directors present and absent:

Present: ______________________________________________________________

Absent: ____________________________________.

• • •Other Business • • •

The President of the Board announced that bids for the purchase of the School District’s School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B, have been received by the School District;

The Board took up for consideration the resolution next hereinafter set out. Board Member __________ moved that the resolution be adopted, seconded by Board Member __________. The President of the Board put the question on the motion, and the roll being called, the following named Directors voted:

Ayes: ______________________________________________________________

Nays: ________________________________.

Whereupon, the President of the Board declared the motion duly carried and the resolution duly adopted as hereinafter set out.

• • •Other Business • • •

At the conclusion of the meeting, and upon motion and vote, the Board adjourned.
RESOLUTION NO. ____

Resolution awarding proposal for sale of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B

WHEREAS, the Cedar Rapids Community School District (the “School District”), in Linn County, is entitled to receive proceeds of a statewide sales, services and use tax for school infrastructure (the “School Infrastructure Tax”), the revenue from which is deposited into the State Secure an Advanced Vision for Education Fund and distributed to the School District pursuant to Section 423E.4 of the Iowa Code, as amended, (the “School Infrastructure Tax Revenues”); and

WHEREAS, the School District has adopted a revenue purpose statement setting forth the purposes for which it may use the School Infrastructure Tax Revenues, including but not limited to school infrastructure projects, and such revenue purpose statement was approved by the authorized electors of the School District on September 8, 2009; and

WHEREAS, the School District, previously issued its $30,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2010 (the “Series 2010 Bonds”); and

WHEREAS, in the resolution authorizing the issuance of the Series 2010 Bonds, the School District reserved the right to call for prepayment prior to maturity any or all of the Series 2010 Bonds maturing on and after July 1, 2019 on said date or any date thereafter (the “Callable 2010 Bonds”); and

WHEREAS, pursuant to the provisions of Chapter 423E of the Code of Iowa, the School District deems it advisable and necessary to issue its School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B (the “Series 2019B Bonds”), in one or more series, to be secured by the School Infrastructure Tax, for the purposes of (1) refunding all or a portion of the Callable 2010 Bonds and (2) paying related costs of issuance of the Series 2019B Bonds; and

WHEREAS, pursuant to request for bids, the bid of __________________________ (the “Purchaser”) has been received and reviewed by the Board and attached hereto as Exhibit A;

NOW, THEREFORE, Be It Resolved by the Board of Directors of the Cedar Rapids Community School District, as follows:

Section 1. The proposal of the Purchaser referred to in the preamble is hereby accepted.

Section 2. The President of the Board, the Superintendent, the Board Secretary and other staff of the School District are hereby authorized and directed to take further additional action for the issuance of the Series 2019B Bonds, including the execution and delivery of a bond purchase agreement and other related documents and providing the call notice on the Callable 2010 Bonds.
Section 3. All of the outstanding principal amount of the Series 2010 Bonds maturing on and after July 1, 2019 are hereby called for redemption on November 15, 2019 (the “Series 2010 Optional Redemption Date”) (or such other date upon written notice by the School District), and the registrar and paying agent for the Series 2010 Bonds, is instructed to take all actions necessary to redeem the Series 2010 Bonds on the Series 2010 Optional Redemption Date, including sending notice of such redemption to all registered owners thereof as shown by the District’s registration records as required by the Series 2010 Bonds and resolutions authorizing the issuance of the Series 2010 Bonds adopted by the School District.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 14, 2019.

______________________________
President, Board of Directors

Attest:

______________________________
Board Secretary
STATE OF IOWA  
COUNTY OF LINN  
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT 

I, the undersigned, Board Secretary of the Cedar Rapids Community School District, hereby certify that the above and foregoing is a true and correct copy of the minutes of a meeting of the Board of the School District, held as therein shown with respect to the consideration of proposals for the purchase of School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, Series 2019B, including a true, correct and complete copy of each of the resolutions referred to in such minutes.

WITNESS MY HAND this ______ day of October, 2019.

__________________________________
Board Secretary
EXHIBIT A

BANK PROPOSAL
## SCHOOL BOARD CALENDAR
(Dates and times are tentative - please consult with the Board Secretary’s Office for more details)

### 2019- OCTOBER
<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday</td>
<td>Oct 14</td>
<td>5:30 pm</td>
<td>Board Regular Meeting</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ELSC, Board Room</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2500 Edgewood Rd NW</td>
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<tr>
<td>Monday</td>
<td>Oct 28</td>
<td>5:30 pm</td>
<td>Board Work Session &amp; Regular Meeting</td>
</tr>
<tr>
<td></td>
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<td>ELSC, Board Room</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2500 Edgewood Rd NW</td>
</tr>
</tbody>
</table>

### 2019 - NOVEMBER
<table>
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<th>Event</th>
<th>Location</th>
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<tbody>
<tr>
<td>Monday</td>
<td>Nov 18</td>
<td>5:30 pm</td>
<td>Board Annual &amp; Organizational Meetings</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ELSC, Board Room</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2500 Edgewood Rd NW</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Nov 20</td>
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<td>IASB Pre-Convention Workshops</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Hy Vee Hall</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Des Moines</td>
</tr>
<tr>
<td>Wednesday</td>
<td>Nov 20</td>
<td></td>
<td>UEN Meetings</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Marriott</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Des Moines</td>
</tr>
<tr>
<td>Thursday</td>
<td>Nov 21</td>
<td></td>
<td>IASB Annual Convention</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Hy Vee Hall</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Des Moines</td>
</tr>
<tr>
<td>Thurs/Fri</td>
<td>Nov 28/29</td>
<td></td>
<td>Holiday</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Offices Closed</td>
</tr>
</tbody>
</table>

### 2019- DECEMBER
<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday</td>
<td>Dec 6</td>
<td>7:30 am</td>
<td>Annual “State of the District”</td>
</tr>
<tr>
<td></td>
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<td>ELSC, Professional Development Center</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>2500 Edgewood Rd NW</td>
</tr>
<tr>
<td>Monday</td>
<td>Dec 9</td>
<td>5:30 pm</td>
<td>Board Regular Meeting</td>
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<td></td>
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<td>ELSC, Board Room</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2500 Edgewood Rd NW</td>
</tr>
</tbody>
</table>

**MEETING EVALUATION/ADJOURNMENT** - President Nancy Humbles