BOARD REPORT

April 15, 2013

Educating people to be life-long learners and respectful, responsible citizens



INDEPENDENCE COMMUNITY SCHOOL DISTRICT

1207 First Street West Independence, Iowa 50644

PH: (319) 334-7400

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Jean Peterson Superintendent

Lynnette Engel Director of Finance Board Secretary/Treasurer

April 12, 2013

To:

All School Board Members

Brian C. Eddy – DD #1 '15

Stacy Henderson - At-Large '13

From: Jean Peterson, Superintendent

John Christensen – DD #3 '13 Rusty Donnelly – DD #3 '15

Eric B. Smith – DD #2 '15

Re: Working agenda for the public hearing and regular meeting on Monday, April 15, 2013 beginning at 5:45 p.m. at the Rowley Community Center, Rowley, Iowa

PUBLIC HEARING – 5:45 p.m.

- 1. PLEDGE OF ALLEGIANCE A. Call to Order
- 2. THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED TOTAL COST FOR THE INTERIOR AND EXTERIOR WAY FINDING SIGNAGE FOR THE NEW JUNIOR SENIOR HIGH SCHOOL.
- 3. ADJOURNMENT

Motion

REGULAR MEETING - 6:00 p.m.

- 1. CALL TO ORDER
- 2. FRIEND OF EDUCATION

A. VFW Auxiliary

We would like to thank the VFW Auxiliary for donating a gift certificate to West Elementary for students in need.

B. The Leo Club

We would like to thank the Leo Club for donating \$100 for the 6th grade for organisms to be used in one of their science units.

3. SPOTLIGHT ON EDUCATION

A. Iowa Reading Association Creative Writing and Poetry Contest

We would like to honor and recognize twelve students for reaching the state level
for the Iowa Reading Association Creative Writing and Poetry Contest.

Poetry Contest State Qualifiers included:

- Katelyn Trimble, 1st grade East Elementary
- Jenna Smith, 5th grade West Elementary
- Allie Wilkes, 9th Grade Junior-Senior High School Placed 2nd
- Jamie Jo Corkery, 12th Grade Junior-Senior High School Placed 2nd

Creative Writing Contest State Qualifiers included:

- Talan Conrad, Kindergarten East Elementary
- Havanah Griffith, 1st Grade East Elementary Placed 3rd
- Jazlyn Smith, 4th Grade West Elementary Placed 1st
- Elizabeth Moore, 5th Grade West Elementary
- Janessa Barloon, 6th Grade West Elementary
- Josie Fischels, 7th Grade Junior-Senior High School Placed 2nd
- Mitch Ohl, 9th Grade Junior-Senior High School Placed 1st
- Madeline Rummel, 12th Grade Junior-Senior High School Placed 2nd

Special thanks to Jackie Berryhill and Megan Rawlins for sponsoring the students.

B. Stephanie McMillian

We would like to recognize and honor Stephanie McMillian for being named the Iowa Affiliate of the American Association of Family and Consumer Sciences High School Student of the Year.

4. CONSIDERATION OF ACTION ON CONSENT ITEMS

A. Approval of the minutes of the regular meeting on March 18, 2013, the public hearing on April 4, 2013 and the special meeting on April 4, 2013.

Motion 4.A.

I am seeking approval of the minutes.

B. Approval of Agenda *I am seeking approval of the agenda.*

Motion

C. Approval of Board Policies (*changes noted)

Motion 4.C.

First Readings:

	POLICY#	POLICY NAME	
1.	413.3*	Classified Employee Early Retirement Plan	
		(I am requesting the Board waive the second reading of this policy.)	

I am seeking approval of the above policies' first readings.

D. Transfers/Reassignments

NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	SALARY	DATE
Erin Blasberg	West Elem Summer Enrichment	West Elem Summer School	\$23.28/hr	06/24/2013
	Camp Instructor	Teacher – Grades 3-6		

I am seeking approval of the above transfer(s)/reassignment(s).

Motion

NAME	ASSIGNMENT		DATE
Melody Barker	East Elem Summer School 2nd Grade At Risk Assoc		06/24/2013
Carol Kieler	ECC/East Elem PK-2 Summer School Sp Ed Assoc	\$9.00/hr	06/24/2013
Sue Knott	ue Knott East Elem Summer School 2nd Grade At Risk Teacher		06/24/2013
Heather Nefzger Summer Accelerated Reading Program Associate		\$9.00/hr	06/24/2013
Diane Shonka	ane Shonka West Elem Summer School Assoc Gr 3-6		06/24/2013
Robin Van Raden ECC/East Elem Summer School PK-2 Sp Ed Teacher		\$35.50/hr	06/24/2013
Nicci Weber West Elem Summer School Assoc Gr 3-6		\$9.60/hr	06/24/2013

I am seeking approval of the above new hire(s).

F. Resignations

Motion

NAME	ASSIGNMENT	DATE
Allison Anderson	Junior High Softball Coach (7th Grade)	03/28/2013
Robert Burns	Assistant Baseball Coach (Grades 9-12)	04/12/2013
Cathy Gilson West Elem 5.5 hr Special Education Assoc		05/31/2013
Coleen Meissner	Junior-Senior High School Special Education Teacher	06/03/2013
Loren Staton	West Elem 8.0 hour Custodian	06/30/2013

I am seeking approval of the above resignation(s).

G. Volunteer Coach(es)/Sponsor(s) (pending acceptable background checks)

NAME	VOLUNTEER AREA(S)	DATE
Heath Evens	Boys Soccer	04/16/2013
Derick Rasmussen	Boys Soccer	04/16/2013
Casey Reinkoester	Boys Soccer	04/16/2013

I am seeking approval of the above new volunteer coach(es)/sponsor(s).

H. Approval of Financial Reports

Motion 4.H.

- 1. Approval of Bills Director Christensen will have reviewed the bills
- 2. Vendor Report
- 3. Board Report
- 4. Budget Report
- 5. New School Construction Report

5. ANNOUNCEMENTS, COMMUNICATIONS and PRESENTATIONS

- A. Comments from the Public
- B. Comments from the Board/Superintendent
- C. Presentations
 - 1. East Elementary Megan Rawlins, Creative Writing Pieces Video
 - 2. West Elementary Jenny Larson, Debate Video

6. REPORTS

A. Building Administrator Reports

6.A.

- 1. Senior High School
- 2. Junior High School
- 3. West Elementary
- 4. East Elementary/Early Childhood Center

	B. Activities Director Report	6.B.
	C. Curriculum/Student Services Director Report	6.C.
	D. Technology Report	6.D.
	E. Food Service Report	6.E.
	F. Buildings & Grounds Report	6.F.
	G. Transportation Report	6.G.
7.	OLD BUSINESS A. New Junior-Senior High School Facility	Discussion
	B. Change Orders for Items Described in Bulletins #46, 51R, 52, 53, 55 and 56.	Motion 7.B.
	C. Approve Mustang Foundation, Inc.'s Request to Proceed with Leinbaugh Field Complex Paver Project	Motion 7.C.
8.	NEW BUSINESS A. Additional JSH and BCSC Early Graduation Applicants	Motion 8.A.
	B. Appointment of Additional Trustees to the Mustang Foundation, Inc. Board	Motion 8.B.
	C. 1:1 Budget	Motion 8.C.
	D. School Bus Bids for 65 Passenger School Bus	Motion
	E. Thomas School Bus Bid for Micro Bus with Lift and Air Conditioning	Motion
	F. Contract with Lowery McDonnell Company for the Furniture Package for the New Junior-Senior High School: Base Bids A, B, C, D and F	Motion 8.F.
	G. Contract with Business Interiors by Staples for the Furniture Package for the New Junior-Senior High School: Base Bid E	Motion 8.G.
	H. Contract with School Specialty, Inc. for the Furniture Package for the New Junior-Senior High School: Base Bid G	Motion 8.H.
	I. Contract with Grout Museum District	Motion 8.I.
	J. Field Experience Contractual Agreement with Luther College	Motion 8.J.
	K. NWEA Contract	Motion 8.K.
	L. Application for Cooperative Sponsorship of an Activity for Boys Soccer with Jesup and East Buchanan	Motion 8.L.
	M. School Meal Rates for 2013-2014	Motion 8.M.

N. School Registration Rates for 2013-2014

Motion 8.N.

O. School Start Date Waiver Resolution

Motion 8.O.

Roll Call Vote

P. 2013-2014 Staffing Plan

Motion 8.P.

9. ADJOURNMENT

Motion

UPCOMING MEETINGS -

Monday, May 20th Regular Meeting 6:00 p.m. - Brandon Community Center Monday, June 17th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence Monday, July 15th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence Monday, August 19th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence Monday, September 16th Regular Meeting 6:00 p.m. - Central Office Board Room, Independence

Independence Community School Board Minutes Regular Meeting March 15, 2013

A regular meeting of the Independence Community School Board was called to order at 6:00 p.m. by Chairperson Brian C. Eddy at Administration Building, Independence, Iowa.

Members Present:

Chairperson Brian C. Eddy, John Christensen, Rusty Donnelly,

Eric Smith (by phone) and Stacy Henderson

Superintendent Present:

Jean Peterson

Board Secretary/Treasurer:

Lynnette Engel

Press Present:

John Klotzbach, "Independence Bulletin Journal"

Visitors Present:

Interested Patrons

1. Friend of Education

1A. Mrs. Merritt recognized Security State Bank for donating pencils for use during Iowa Assessments for students at West Elementary and the Junior-Senior High School.

2. Spotlight on Education

2A. Mr. Arnold recognized Andrew Hermsen for qualifying for the 2013 Class 1A State Bowling Tournament. Special thanks were given to coach Pat Shannon.

2B. Mr. Arnold recognized the four Independence Mustang Wrestlers who qualified for the 2013 State Wrestling Tournament. Congratulations to Caleb Studebaker who qualified at 126 pounds, John Morkel who qualified at 138 pounds, Chase Straw who qualified and placed third at 145 pounds and Matt McMillan who qualified at 195 pounds. Mr. Arnold also recognized the Independence Wrestling Coaches for their hard work and dedication. Congratulations to Michael Doyle, Keith Donnelly, Brian Loughren, Mike Zimmerly, Matt Shannon, Kalika Staker, Eric Weber and Josh Weber.

2C. Mr. Arnold and Mrs. Sornson recognized the following speech students on their excellent performances at the State Large Group Speech Contest.

The following groups earned a "I" rating:

- Gabe Hoffman, Cassie Kilby and Abby Bolton in the Radio News Team "Bolt 102.1";
- Madi Diesburg, Sarah Lake and Aubrey Nabholz in Group Improvisation;
- Hayden Reynolds, Mikenna Rodriguez, Taylor Larsen, Zach Kurt and Ryan Kurt in The Ensemble Act "If Girls Asked Boys for Dates";
- Abigail Goedken, Amy Gissel, Emily Robinson, Lily Neumann, Madi Arend, Zach Kurt, Hayden Vest, James Zieser, Kodi Fratzke and Adam Goedken in The Readers' Theater "Porch Lies";

• Rachel Barloon, Amy Gissel, Mikenna Rodriguez and Johnny Schwarting in The One-Act Play "The Most Massive Woman Wins".

The following group received a "II" rating:

• Tiffany Bean, Cassie Kilby, Monica Crawford and Lily Neumann in The Ensemble Act "Intervention".

The Group Improvisation of Madi Diesburg, Sarah Lake and Aubrey Nabholz earned top honors and were recognized at the All-State Large Group Speech Festival in Ames.

Large Group Speech Team is coached by Mary and Bill Burkett and Dan Putz.

They also recognized the following speech students on their superior performances at the State Individual Speech Contest.

Those earning I ratings include:

- Zach Kurt and Emily Robinson in After Dinner Speaking;
- Abigail Goedken and Quinci Morris in Public Address;
- Ailis McCardle and Mikenna Rodriguez in Original Oratory;
- Madie Corkery and Emily Robinson in Poetry;
- Ryan Kurt, Adam Goedken and Austin Wright in Prose;
- Abigail Goedken and Gabe Hoffman in Expository Address;
- Cassie Kilby in Radio News Announcing;
- Ailis McCardle and Mikenna Rodriguez in Spontaneous Speaking;
- Madi Diesburg and Makaela Schulz in Solo Musical Theater;
- Hayden Reynolds in Improvisation;
- Sarah Lake in Literary Program; and
- Ryan Kurt in Storytelling.

Those earning II ratings include:

- Aubrey Nabholz and Johnny Schwarting in Acting;
- Calla Priebe in Poetry;
- Shane Eder in Improvisation; and
- Madie Corkery in Storytelling.

Abigail Goedken, Gabe Hoffman, Ryan Kurt, Quinci Morris, Hayden Reynolds and Makaela Schulz were selected as Outstanding Performers and qualify for an appearance at the Iowa High School Speech Association All-State Speech Festival. Nearly 9,000 students started at the district level of competition and 464 students have been selected for this honor from the entire state. The festival will be held at the University of Northern Iowa on Monday, March 25th.

Individual Speech is coached by Coleen Meissner, Bill Burkett and Dan Putz.

- 3. Motion Christensen, second Donnelly to approve consent items 3-A, 3-B, 3-C, 3-D, 3-E and 3-F. All voted "aye". Motion carried.
- **3-A.** Approval of Minutes Approval of the minutes of the public meeting on February 12, 2013, the public meeting on February 12, 2013, the regular meeting on February 18, 2013, the special session on February 21, 2013, the public meeting on February 25, 2013 and the public meeting on February 25, 2013.

3-B. Approval of Agenda

3-C Approval of Board Policies

Second Readings:

	POLICY #	POLICY NAME	
1.	606.8	School Assembly	
2.	606.9	Insufficient Classroom Space	
3.	606.10	Early Release for Seniors	
4.	607.1	Student Guidance and Counseling Program	
5.	607.2 and 607.2R1	Student Health Services and Student Health Services Administrative Regulations	
6.	607.3	Musical Instrument Display Night	
7.	607.4	Class Ring Display	

First Readings:

	POLICY #	POLICY NAME
1.	407.3*	Licensed Employee Early Retirement Plan
		(I am requesting the Board waive the second reading of this policy.)
2.	407.4*, 407.4E1,	Licensed Employee Early Retirement Plan, Early Retirement Plan
	407.4E2 and	Acknowledgement of Receipt, Licensed Employee Early Retirement Plan
	407.4E3*	Beneficiary Designation and Early Retirement Plan Application Form
		(I am requesting the Board waive the second reading of this policy.)
3.	413.2*	Classified Employee Early Retirement Plan
		(I am requesting the Board waive the second reading of this policy.)
4.	413.3*, 413.3E1,	Classified Employee Early Retirement Plan, Early Retirement Plan
	413.3E2 and	Acknowledgement of Receipt, Classified Employee Early Retirement Plan
	413.3E3*	Beneficiary Designation and Early Retirement Plan Application Form
		(I am requesting the Board waive the second reading of this policy.)

3-D New Hires

NAME	ASSIGNMENT	SALARY	DATE
Patrick Abildtrup	trup Junior High Boys Track Numbers Coach		03/11/2013
Erin Blasberg West Elem Summer Enrichment Camp Instructor		\$23.28/hour	07/08/2013
Rachael Emig Junior-Senior High School Agriculture Ed Instructor		BA Step 0	2013-2014
Holli Hosch Assistant Girls Track Coach (Grades 9-12)		\$2,280	03/01/2013
Tori Joblinske West Elem Summer Enrichment Camp Instructor		\$11.60/hour	06/24/2013
Virginia Lake West Elem Summer Enrichment Camp Instructor		\$34.53/hour	07/08/2013
Madi Rummel West Elem Summer Enrichment Camp Instructor		\$9.00/hour	06/24/2013
Brooke Tournier East Elem 2.0 hour Dishwasher/Food Service Worker		\$9.00/hour	03/04/2013

3-E Resignations

NAME	ASSIGNMENT	DATE
David Martin	Boys Basketball Coach (Grades 9-12)	02/18/2013

3-F Approval of Financial Reports

4. ANNOUNCEMENTS, COMMUNICATIONS AND PRESENTATIONS

4-A Mrs. Frye updated the Board about The Landturners. They will be out fundraising in the near future and will use the funds to build a shed by the garden to hold equipment.

4-B Mr. Donnelly updated the Board about the Leinbaugh Complex paver project. They have sold almost \$40,000 of pavers to date. Brochures are available for those still wanting to purchase a paver. Mr. Christensen attended the musical and thought it was fabulous and was again impressed with the talent at our school. He also publicly thanked Mr. Eddy, Mr. Smith and Mrs. Sornson for the new High School tour. Mr. Smith appreciates the talent in the community that is shared outside the school day. He is also going to be meeting with an EMC Insurance representative next week to perform a traffic flow analysis to present to the playground committee. Mr. Smith attended the Eastern Iowa Reading Council Writing dinner. Of the 26 winners, 14 were from Independence/St. John's. Mr. Eddy took his family to see the musical as well and felt it was incredible. He also announced that our new Agriculture Education instructor had a nice write up in the Bulletin Journal. Superintendent Peterson enjoyed the musical and is impressed with the number of students that are involved in extra curriculum activities. She also attended the Character Counts assembly at West Elementary and enjoyed watching the students perform and be honored.

4-C Ms. Elzey presented to the Board a program she is using in her classroom called Reading Intervention. It is a corrective reading program that is showing substantial improvements in reading comprehension.

5. Reports

Building Administrators, Activities Director, School Improvement/Curriculum Director, Technology Director, Food Service Director and Transportation/Buildings and Grounds employees reported on their respective buildings or areas of assignment.

6. OLD BUSINESS

6-A New Junior-Senior High School Facility

Mr. Eddy provided an update on the status of construction of the Junior-Senior High School.

6-B Contract with HSR Associates, Inc. for the Trail Project

Motion Donnelly, second Christensen to approve the contract with HSR Associates, Inc. for the completion of the Trail Project. Smith, Christensen, Eddy and Donnelly voted "aye", Henderson voted "nay". Motion carried 4-1.

6-C Change Orders for Items Described in Bulletins #42 Revision #2, 44 Revised, 45, 49 and 50.

Motion Christensen, second Donnelly to approve the change orders for items described in Bulletins #42 Revision #2, 44 Revised, 45, 49 and 50. All voted "aye". Motion carried.

7. NEW BUSINESS

7-A Consideration of Sealed Bids for the General Obligation School BondsMatt Gillespie from Piper Jaffrey presented the bids to the Board for the sale of the remaining General Obligation Bonds.

7-B Resolution Directing the Sale of the General Obligation School BondsMotion Henderson, second Christensen to approve the Resolution directing the sale of the General Obligation School Bonds. Roll call vote: Eddy – aye, Henderson – aye, Smith – aye, Christensen – aye, Donnelly – aye. Motion carried 5-0.

7-C Contract with Wenger Corporation for the Orchestra Pit Cover Package for the New Junior-Senior High School

Motion Henderson, second Donnelly to approve the contract with Wenger Corporation for the orchestra pit cover package for the new Junior-Senior High School. All voted "aye". Motion carried.

7-D Contract with SECOA, Inc. for the Stage Acoustical Shell Package for the New Junior-Senior High School

Motion Donnelly, second Henderson to approve the contract with SECOA, Inc. for the stage acoustical shell package for the new Junior-Senior High School. All voted "aye". Motion carried.

7-E Contract for the Jazz Band and Quality Inn & Suites Event Center Motion Donnelly, second Christensen to approve the contract for the Jazz Band and Quality Inn & Suites Event Center. All voted "aye". Motion carried.

7-F Buchanan County Success Center Early Graduation Applicant

Motion Christensen, second Henderson to approve the Buchanan County Success Center early graduation applicant. All voted "aye". Motion carried.

7-G Junior-Senior High School Early Graduation Applicants

Motion Henderson, second Donnelly to approve the Junior-Senior High School early graduation applicants. All voted "aye". Motion carried.

7-H Limited Site Usage Agreement for Tower and Shelter

Motion Christensen, second Donnelly to approve the limited site usage agreement for tower and shelter. All voted "aye". Motion carried.

ADJOURNMENT

Motion Henderson, second Christensen to adjourn the meeting at 7:37 p.m. All voted "Aye." Motion carried.

Brian C. Eddy Chairperson Lynnette Engel Board Secretary/Treasurer

Independence Community School Board Minutes Public Hearing April 4, 2013

A public hearing of the Independence Community School Board was called to order at 6:00 p.m. by Chairperson Brian C. Eddy at the Administration Office, Independence, Iowa.

Members present:

Chairperson Brian C. Eddy, Eric Smith, Rusty Donnelly,

Eric Smith and John Christensen

Superintendent:

Jean Peterson

Board Secretary Present:

Lynnette Engel

The Board allowed patrons to speak to the subject of the 2013-2014 certified budget proposal No one addressed the board.

Motion Smith, second Christensen to adjourn the hearing at 6:09 p.m. All voted "aye". Motion carried.

Brian C. Eddy

Lynnette Engel

Chairperson

Secretary

Independence Community School Board Minutes Special Meeting April 4, 2013

A special meeting of the Independence Community School Board was called to order at 6:15 p.m. by Chairperson Brian C. Eddy in the Administration Building, at 1207 First Street West, Independence, Iowa.

Members Present:

Chairperson Brian C. Eddy, Eric B. Smith,

Stacy Henderson, John Christensen and Rusty Donnelly

Superintendent:

Jean Peterson

Board Secretary:

Lynnette Engel

1. Consideration of Action on Consent Items

Motion Christensen, second Henderson to approve the agenda. All voted "aye." Motion carried.

1-A Approve Agenda

1-B New Hire

NAME	ASSIGNMENT	SALARY	DATE
Barb Reck-Straw	West Elem 7.0 hour Special Education Associate	\$9.00/hour	04/01/2013

2. Announcements and Communication from the Public

None

3. Old Business

3-A Change Orders for Items Described in Bulletins #13R, 22R and RFP-AV2 Motion Henderson, second Donnelly to approve the change orders for items described in Bulletins #13R, #22R and RFP-AV2. All voted "aye". Motion carried.

4. New Business

4-A 2013-2014 Certified Budget

Motion Smith, second Henderson to approve the 2013-2014 certified budget. Roll call vote: Eddy- aye, Henderson – aye, Smith – aye, Christensen – aye and Donnelly – aye. Motion carried 5-0.

4-B Employee Severance Packages

Motion Smith, second Donnelly to approve the employee severance packages for applicants, Teresa Nennig, Mark Fiester, Nikki Matthiesen and Judith Olsen. All voted "aye". Motion carried.

4-C Application for Cooperative Sharing Agreement for Girls Soccer with Jesup and East Buchanan

Motion Christensen, second Donnelly to approve the cooperative sharing agreement for Girls Soccer with Jesup and East Buchanan. All voted "aye". Motion carried.

4-D 2013-2014 Budgeting/Staffing

Prior to the discussion, three members of the public addressed the Board. Superintendent Peterson and Director of Finance Engel presented a spreadsheet created with the help of the Administrative team showing the financial outlook for 2013-2014, which included additional revenues and potential cost saving measures.

ADJOURNMENT

Motion Christensen, second Smith to adjourn the meeting at 8:02 p.m. All voted Aye.

Brian C. Eddy Chairperson Lynnette Engel Secretary/Treasurer

CLASSIFIED EMPLOYEE EARLY RETIREMENT PLAN

The Board of Education of the Independence Community School District agrees to provide a supplemental benefit for classified employees, due to early retirement from the district. The purpose of the early retirement plan is to: 1) enable staff modifications without disrupting the careers of those who do not wish to leave the education profession; 2) facilitate a long-range cost savings to the school district.

Eligibility for early retirement plan is based on the following criteria:

- 1. Is available to employees from the age of 55 through 65 at least age 55, or will reach age 55 on or before June 30th of the current fiscal year.
- 2. Wish to retire voluntarily from service in the Independence Community School District.
- 3. Has been actively employed during the school year in which one requests retirement benefits.
- 4. Has completed a minimum of fifteen (15) years continuous full time service to the Independence Community School District by June 30th of the current fiscal year and are currently employed at the time the voluntary retirement request is made. A leave of absence may interrupt continuous service without affecting the continuous years of service rule. Professional and military leave will qualify toward continuous service.
- 5. Is not receiving payments from the district's long-term disability insurance program or any other wage replacement program.
- 6. Has not been discharged for cause or notified that their contract is under consideration of termination or reduction.
- 7. Receives approval for resignation and participation in this program by the Board of Education.
- 8. Is one of the first five (5) combined total staff applicants.

Approval of the accompanying request for resignation will be considered as final action of the employee's resignation and will constitute termination of his/her continuing contract at the completion of the current school year.

Legal Reference: Iowa Code 279.46; 509A.13 (2011)

Cross Reference: 401.14 Recognition for Service of Employees

407.3 Licensed Employee Early Retirement Plan

Approved 7/18/2005 Reviewed Reviewed 12/17/2007 11/17/2008 01/14/2009 02/09/2009 07/27/2009 11/16/2009 02/22/2010 12/19/2011 03/18/2013

CLASSIFIED EMPLOYEE EARLY RETIREMENT PLAN

An employee's application for early retirement benefits is not, in itself, a resignation of a contract with the Independence Community School District. However, acceptance by the Board of Education of an application for early retirement benefits will be considered a voluntary resignation and termination of the employee's continuing contract effective at the end of the current fiscal year. Should the Board not accept the application, the employee will remain a classified employee of the Independence Community School District, unless the employee otherwise resigns, is discharged or is reduced from the staff.

A recipient of this policy provision may choose to continue coverage under the district's hospitalization and major medical plan, if eligible at time of retirement, at the rate determined by the carrier, by paying the monthly premium amount in full to the business manager's office prior to the date the district's premium payment is made to the insurance carrier. All insurance programs are subject to the policies of the insurance carriers. Dependent's insurance will cease at the same time as the employee's.

BENEFIT OPTION:

Employees participating in the early retirement plan may elect to receive early retirement plan benefits of forty percent (40%) of their current contracted annual salary (not to include supplemental or extra hours) plus \$30.00 per day of sick leave accrued by June 30, 2013 (not to exceed 120 days).

All benefits will be paid out in one lump sum into a 403(b) retirement plan in accordance with Internal Revenue Service guidelines and Board determined plan.

In the event of the death of the employee prior to payment of the early retirement plan, payment shall be made to a designated beneficiary; or in the event no beneficiary is named, payment shall be made to the estate of the employee.

Miscellaneous terms:

The district is not providing tax advice, and the employee must consult the employee's own tax advisor for the actual taxability of retirement benefits.

The Board reserves the right to determine how many and which employees will be granted benefits under this plan.

The Board has complete discretion to offer or not offer a severance plan for classified employees. The Board may discontinue the school district's severance plan at any time. In the event the severance plan is altered or ended, employees who separated from the district under its provisions will continue to receive the benefits authorized by the Board of Education prior to that time.

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 1 User ID: ARL

Fund: 10 OPERATING FUND

Vendor Name	Description	Total
ACADEMIC SPECIALTIES LLC	REPAIRS/MAINT	245.00
ACCENT LASER SERVICES	SUPPLIES	374.80
AHLERS AND COONEY, P.C.	SERVICES	94.00
APPLE INC	EQUIP/SUP/SRV	13,974.00
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	40,413.81
BUSINESS SYSTEMS INC.	SUPPLIES	1,412.10
CASEY'S GENERAL STORES INC	GAS	483.68
CEDAR FALLS COMMUNITY SCHOOLS	OE TUITION	58,286.48
CHADDOCK	TUIT	2,966.47
CITY LAUNDERING CO	SERVICE	50.00
CLASSROOM DIRECT	SUPPLIES	258.71
CONSOLIDATED ENERGY CO/HARTLAND FUEL	DIESEL	7,215.41
CUSTOM CONCRETE LLC	IMPROVEMENT	1,535.00
DON'S TRUCK SALES INC	SERVICE	103.15
ELECTRICAL ENGINEERING & EQUIP	SUP/IMPROV	1,392.68
ESCHEN TARPY NAPA	SUP/EQUIP	202.20
EXCEPTIONAL PERSONS, INC	SERVICE	52.25
FAREWAY STORES INC	SUPPLIES	139.79
FASTENAL COMPANY	SUPPLIES	65.33
FIRST STREET DELI	SUPPLIES	44.48
FRIENDS OF FONTANA PARK	SUPPLIES	520.40
GLOBAL CHEMICALS INC	SUPPLIES	479.89
HAUSERS WATER SYSTEM	SUPPLIES	31.00
HAWKEYE COMMUNITY COLLEGE	REG FEES	170.00
HEARTLAND PAPER COMPANY	SUP/EQUIPMENT	269.65
I.C.S. ACTIVITY FUND	REIMBURSEMENT	9,856.05
I.C.S. NUTRITION FUND	SUPPLIES	10,940.66
IASBO	DUES/FEES	178.00
IMMANUEL LUTHERAN PRESCHOOL	REIMBURSEMENT	4,102.86
INDEPENDENCE BULLETIN JOURNAL	SUPPLIES	300.00
INDEPENDENCE CHAMBER OF COMMERCE	DUES/FEES	100.00
INDEPENDENCE COMMUNITY SCHOOLS	MEALS	91.00
INDEPENDENCE LIGHT & POWER	UTILITIES	18,396.15
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SRV/EQUIP	156.25
IOWA COMMUNICATIONS NETWORK	SERVICE	669.34
IOWA FUTURE PROBLEM SOLVING PROGRAM	REG/SUP/SRV	145.00
IOWA HIGH SCHOOL SPEECH ASSOC.	DUES/FEES/SUP	352.00
IOWA WORKFORCE DEVELOPMENT	SERVICES	110.00
ITEC	SUP/SRV	90.00
JW PEPPER & SON, INC.	SUPPLIES	175.99
KEPHART'S MUSIC CENTER INC	SUP/SRV	19.00
KIDSVILLE	REIMBURSEMENT	4,666.62
KWIK TRIP/KWIK STAR STORES	GASOLINE	2,090.26
LAKEVIEW NEUROREHAB CENTER	TUITION	6,959.88
LAPORTE MOTOR INC	SUP/SRV	174.02
LYNCH DALLAS PC	SERVICES	1,584.00

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 2 User ID: ARL

Fund: 10 OPERATING FUND

Vendor Name	Description	Total
MARK MERFELD SNOW PLOWING	SNOW REMOVAL	6,781.95
MAURER, ERIN	REIMBURSEMENT	19.34
MCCARDLE, CHARLES	SERVICE	500.00
MCGRAW HILL COMPANIES	SUPPLIES	393.56
MIDAMERICAN ENERGY CO.	NATURAL GAS	25,576.62
MOORE, ALISHA	REFUND	60.00
NEWS, THE	ADS/LEGALS	892.28
O'REILLY AUTOMOTIVE, INC.	SUPPLIES	77.52
OELWEIN PUBLISHING COMPANY	ADS/LEGALS	838.94
OFFICE DEPOT, INC	SUP/EQUIP	387.97
OFFICE TOWNE, INC.	SUPPLIES	675.78
PAETEC	UTILITIES	849.91
PARTNER FOR LEARNING	REG	2,681.00
PINK, LOREN	REIMBURSEMENT	11.76
PITNEY BOWES	LEASE	309.99
REGISTRATION SERVICES	REG FEES	375.00
RITE PRICE OFFICE SUPPLY INC	SUPPLIES	507.46
SCHOOL BUS SALES	VEHICLE/SUPPLIES	707.84
SHIFFLER EQUIPMENT SALES, INC	SUP/REPAIRS	109.55
SOFTWARE UNLIMITED INC	SVC/SUPPLES/TRNG	490.31
SPAHN & ROSE LUMBER CO INC	SUPPLIES	96.77
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT	4,663.86
SUPERIOR CLEANING SERVICES LTD	SERVICE	2,705.17
SUPERIOR WELDING INC	SUPPLIES	520.00
TIDMORE FLAGS	SUPPLIES	329.95
TIMBERLINE BILLING SERVICES LLC	SERVICES	710.70
U.S. CELLULAR	TELEPHONE	514.48
ULINE	SUP	739.19
VERN'S TRUE VALUE	SUPPLIES	695.24
VISA CARD SERVICES	SUPPLIES	715.60
WALMART COMMUNITY	SUPPLIES	513.33
WASTE MANAGEMENT OF WI-MN	SERVICE	2,325.75
WEBER PAPER COMPANY	SUPPLIES	262.02
WEST MUSIC CO INC	SUP/SRV/EQUIP	969.99
ZIESER, RHONDA	REIMBURSEMENT	168.00
Vendors Liste	ed: 81	Total: 250,114.19

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 3 User ID: ARL

Fund: 21 STUDENT ACTIVITY FUND

Vendor Name		Description	<u>Total</u>	
CABEL, TIM		SUPPLIES	450.00	
ENRIGHT, TONYA		REFUND	130.00	
GRUBER, STEVE AND SUSA	N	REFUND	60.00	
IHSADA		REG FEES	100.00	
IOWA HIGH SCHOOL SPEEC	CH ASSOC.	DUES/FEES/SUP	35.00	
KEPHART'S MUSIC CENTER	INC	SUP/SRV	38.50	
LIZZY ROSE LLC		SUP/DUES/FEES	750.00	
MAXIMOVICH, VALERIE		REIMBURSEMENT	340.41	
MILLENNIUM THERAPY		SERVICES	1,000.00	
MONTICELLO SPORTS INC		SUP/EQUIP	180.00	
OFFICE DEPOT, INC		SUP/EQUIP	143.99	
PIZZA RANCH		SUPPLIES	45.00	
PRO-TUFF DECALS		SUPPLIES	60.99	
SAM'S CLUB DIRECT		SUPPLIES	140.00	
SEDLACEK, AMANDA		REIMBURSEMENT	437.16	
SHANNON, PATRICK		REFUND	201.48	
SIGNS AND MORE		SUPPLIES	1,172.00	
SOUND IMPROVEMENTS LL	С	SUP/EQUIP	5,829.20	
SPAHN & ROSE LUMBER CO) INC	SUPPLIES	353.04	
STEPHENS, ERIC AND AMY		REFUND	65.00	
TROTT TROPHIES		SUPPLIES	160.00	
VISA CARD SERVICES		SUPPLIES	2,598.84	
VORLAND PHOTOGRAPHY		SUPPLIES	25.00	
WALMART COMMUNITY		SUPPLIES	104.64	
WEST MUSIC CO INC		SUP/SRV/EQUIP	2,520.00	
WHITAKER, AMANDA		REIMBURSEMENT	164.03	
WILSON, ANTHONY		REFUND	60.00	
ZIESER, MINA AND NICK		REFUND	65.00	
	Vendors Listed:	28	Total: 17,229.28	

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 4 User ID: ARL

Fund: 22

MANAGEMENT FUND

Vendor Name

Description

<u>Total</u>

AUL

EMPLOYEE INVESTMENTS

914.04

Vendors Listed: 1

Total:

914.04

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 5 User ID: ARL

Fund: 31 New JSH-G.O. Bond Fund

<u>Vendor Name</u>	Description		<u>Total</u>
COMMUNICATION INNOVATORS	IMPROVEMENT		4,839.78
LARSON CONSTRUCTION CO. INC.	CONST SERV		964,021.36
MAINSTAGE THEATRICAL SUPPLY INC	EQUIPMENT		6,015.25
MILLER QUARRY	IMPROVEMENT		654.64
STANDARD & POOR'S FINANCIAL SERVICES LLC	SERVICE		301.00
STETSON BUILDING PRODUCTS	IMPROVEMENT		2,467.10
Vendors Listed:	6	Total:	978,299.13

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013 Page: 6 User ID: ARL

Fund: 33 LOCAL OPTION SALES AND SERVICES TAX

Vendor Name MILLER QUARRY Description

IMPROVEMENT

FOUUDIAE

<u>Total</u>

644.54

TRUSTWAVE HOLDINGS INC

EQUIPMENT

25,514.25

Vendors Listed: 2

Total:

26,158.79

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 7 User ID: ARL

Fund: 34 New JSH-SILO Bond Fund

<u>Vendor Name</u> <u>Description</u> <u>Total</u>

INFRASTRUCTURE TECHNOLOGY SRV/EQUIP 41,182.00 SOLUTIONS

INRCOG MGMT COSTS 907.90

LARSON CONSTRUCTION CO. INC. CONST SERV 89,286.65

Vendors Listed: 3 Total: 131,376.55

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 8 User ID: ARL

Fund: 36 PHYSICAL PLANT & EQUIPMENT

Vendor Name

Description

<u>Total</u>

PINICON FORD INC

SRV/SUP/EQUIP

47,685.44

WBC MECHANICAL, INC.

IMPROV/SUP/SRV

3,392.55

Vendors Listed: 2

Total: 51,077.99

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 9 User ID: ARL

Fund: 61 SCHOOL NUTRITION FUND

Vendor Name	Description		<u>Total</u>
ANDERSON ERICKSON DAIRY CO.	DAIRY		5,040.10
EARTHGRAINS BAKING CO'S INC	BREAD		935.86
JACOBSON, LOREN	REFUND		25.20
KAHLER, SHAWNA	REFUND		157.80
KECK INC	SUPPLIES		5,602.33
MYERS-COX CO	SUPPLIES		386.74
OFFICE TOWNE, INC.	SUPPLIES		78.99
STONE CITY DISTRIBUTION	SUPPLIES		705.60
US FOODS	SUPPLIES		15,630.44
Vendors Listed:	9	Total:	28,563.06

Vendor Totals Report by Fund 03/01/2013 - 03/31/2013

Page: 10 User ID: ARL

Fund: 91 AGENCY FUND

 Vendor Name
 Description
 Total

 HAUSERS WATER SYSTEM
 SUPPLIES
 26.00

 VISA CARD SERVICES
 SUPPLIES
 60.14

 Vendors Listed:
 2
 Total:
 86.14

Independence Community School District

Board Report For Packet
APRIL 2013 BOARD BILLS

04/10/2013 10:38 AM APRIL 2013 BOA

Vendor Name Checking

HAUSERS WATER SYSTEM

Vendor Description

Checking Fund: 10 OPERATING FUND 1 ACCENT LASER SERVICES SUPPLIES Vendor Total: 609.18 SERVICES AHLERS AND COONEY, P.C. Vendor Total: 287.50 BEATTY, CHAD REFUND Vendor Total: 8.99 REIMBURSEMENT BEYER, JAYME 88.75 Vendor Total: REIMBURSEMENT BOCKOVEN, SONIA Vendor Total: 45.13 BUSINESS SYSTEMS INC. SUPPLIES 259.20 Vendor Total: CAM COMMUNITY SCHOOL DISTRICT TUIT 2,941.50 Vendor Total: CASEY'S GENERAL STORES INC GAS 650.34 Vendor Total: CENTER POINT-URBANA COMMUNITY OE TUITION SCHOOL 35,298.00 Vendor Total: CITY LAUNDERING CO SERVICE Vendor Total: 25.00 CLAYTON RIDGE COMMUNITY SCHOOL TUIT DISTRICT 1,470.75 Vendor Total: CUSTOM CONCRETE LLC IMPROVEMENT Vendor Total: 650.00 REPAIRS/MAINT/SUP CY & CHARLEY'S INC Vendor Total: 787.52 MEDICAID DHS CASHIER 1ST FLOOR Vendor Total: 15,422.49 DISCOUNT SCHOOL SUPPLY SUPPLIES Vendor Total: 1,030.68 SERVICE DON'S TRUCK SALES INC Vendor Total: 1,189.32 DUNLAP MOTORS INC SUP/SRV Vendor Total: 170.08 EAST BUCHANAN COMMUNITY SCHOOL REIMB/FEES/TUIT 36,768.75 Vendor Total: SUP/EQUIP ESCHEN TARPY NAPA Vendor Total: 277.85 EXCEPTIONAL PERSONS, INC SERVICE Vendor Total: 52.35 SUPPLIES FAREWAY STORES INC Vendor Total: 135.27 FASTENAL COMPANY SUPPLIES Vendor Total: 41.16 FOUR OAKS-RESIDENTAL INSTRUCTION Vendor Total: 16,472.40 FUSION FORWARD SERVICES Vendor Total: 3,000.00

SUPPLIES

Page: 1 User ID: ARL

Independence Community School District	Board Report For Packet APRIL 2013 BOARD BILLS		Page: 2	
04/10/2013 10:38 AM			User ID: ARL	
Vendor Name	Vendor Description			
HAWKEYE COMMUNITY COLLEGE	SERVICES	Vendor Total: Vendor Total:	26.00 750.00	
IMMANUEL LUTHERAN PRESCHOOL	REIMBURSEMENT			
INDEPENDENCE LIGHT & POWER	UTILITIES	Vendor Total:	4,171.75	
IOWA FUTURE PROBLEM SOLVING PROGRAM	REG/SUP/SRV	Vendor Total:	16,416.69	
IOWA JAZZ CHAMPIONSHIPS	REG FEE	Vendor Total:	305.00	
JAZZ EDUCATORS OF IOWA	FEES	Vendor Total:	200.00	
JESUP COMMUNITY SCHOOL	TUIT/FEES/REIMB	Vendor Total:	250.00	
JOHN DEERE FINANCIAL	SUP/SRV/EQUIP	Vendor Total:	27,543.78	
JW PEPPER & SON, INC.	SUPPLIES	Vendor Total:	530.69	
KANE, ROBIN	REIMBURSEMENT	Vendor Total:	134.99	
KIDSVILLE	REIMBURSEMENT	Vendor Total:	26.96	
LYNN, ANDREA	REIMBURSEMENT	Vendor Total:	4,478.29	
MARION INDEPENDENT SCHOOL DISTRIC	T TUITION	Vendor Total:	38.64	
MARK MERFELD SNOW PLOWING	SNOW REMOVAL	Vendor Total:	1,323.69	
MAURER, ERIN	REIMBURSEMENT	Vendor Total:	1,375.00	
NORTH LINN COMMUNITY SCHOOL	TUIT/REG FEES	Vendor Total: Vendor Total:		
OELWEIN COMMUNITY SCHOOLS	TUIT/FEES/REIMB	Vendor Total:		
OELWEIN PUBLISHING COMPANY	ADS/LEGALS	Vendor Total:	727.69	
OFFICE DEPOT, INC	SUP/EQUIP	Vendor Total:	1,228.92	
OFFICE TOWNE, INC.	SUPPLIES	Vendor Total:	17.99	
PIZZA RANCH	SUPPLIES	Vendor Total:	41.50	
REGISTRATION SERVICES	REG FEES	Vendor Total:		
RICOH USA INC	SUP/LEASE	Vendor Total:	9,519.00	

ROCKLER WOODWORKING & HARDWARE SUPPLIES

SUPPLIES

RYAN PHARMACY

Vendor Total: 432.36

Vendor Total: 84.79

Independence Community School District	Board Report Fo	r Packet	Page: 3
04/10/2013 10:38 AM	APRIL 2013 BOAR	D BILLS	User ID: ARL
Vendor Name SCHOOL BUS SALES	Vendor Description VEHICLE/SUPPLIES		
SPAHN & ROSE LUMBER CO INC	SUPPLIES	Vendor Total:	25.65
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT	Vendor Total:	69.27
SUPERIOR CLEANING SERVICES LTD	SERVICE	Vendor Total:	4,784.96
SUPERIOR WELDING INC	SUPPLIES	Vendor Total: Vendor Total:	2,281.13
TIMBERLINE BILLING SERVICES LLC	SERVICES	Vendor Total:	830.22
U.S. CELLULAR	TELEPHONE	Vendor Total:	776.50
UNI-SAMLE	REG FEES	Vendor Total:	340.00
UNION COMMUNITY SCHOOLS	TUIT/FEES/REIMB	Vendor Total:	1,470.75
UNIVERSITY OF NORTHERN IOWA	SERVICES	Vendor Total:	300.00
VERN'S TRUE VALUE	SUPPLIES	Vendor Total:	1,048.99
VINTON-SHELLSBURG COMM.SCHOOLS	TUIT/FEES/REIMB	Vendor Total:	6,912.52
VISA CARD SERVICES	SUPPLIES	Vendor Total:	1,226.57
WALMART COMMUNITY	SUPPLIES	Vendor Total:	667.69
WASTE MANAGEMENT OF WI-MN	SERVICE	Vendor Total:	3,223.73
WATERLOO COMMUNITY SCHOOLS WEST MUSIC CO INC	OE TUITION SUP/SRV/EQUIP	Vendor Total:	441.22
ZIESER, RHONDA	REIMBURSEMENT	Vendor Total:	225.25
ELECTIVITY AND LET		Vendor Total: Fund Total:	81.60 224,323.35
Checking 1 Fund:	22 MANAGEMENT FUND EMPLOYEE INVESTMENTS		
		Vendor Total:	914.04
		Fund Total:	914.04
		Checking Account Total:	225,237.39
Checking 2 Checking 2 Fund: ANDERSON ERICKSON DAIRY CO.	61 SCHOOL NUTRITION FUND		
DELAWARE COUNTY EXTENSION OFFICE	FEES	Vendor Total:	5,070.28
DFAS	SUPPLIES	Vendor Total:	405.00
EARTHGRAINS BAKING CO'S INC	BREAD	Vendor Total:	146.07

876.00

Vendor Total:

Independence Community School District	Board Report For	Packet	Page: 4
04/10/2013 10:38 AM	APRIL 2013 BOARD	O BILLS	User ID: ARL
Vendor Name GOODWIN TUCKER GROUP	Vendor Description REPAIRS/MAINT		
		Vendor Total:	249.60
KIDSVILLE	REIMBURSEMENT	Vendor Total:	652.50
OFFICE TOWNE, INC.	SUPPLIES	Vendor Total:	50.00
US FOODS	SUPPLIES	vendor rotar.	30.00
	30113130	Vendor Total:	17,419.11
		Fund Total:	24,868.56
		Checking Account Total:	24,868.56
Checking 3			
Checking 3 Fund AREA EDUCATION AGENCY 267	1: 21 STUDENT ACTIVITY FUND		
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	The second second Week and the	75 50
BARLOON, ROGER	REIMBURSEMENT	Vendor Total:	75.50
BARLOON, ROGER	REIMBORGERENI	Vendor Total:	714.09
BEST WESTERN PLUS	LODGING	Vendor Total:	714.09
DESI WESTERN FLOS	HODGING	Vendor Total:	338.12
DECKER SPORTING GOODS	SUPPLIES	vendor rotar.	330.12
PHONEIN PROMITING COOPE	50113125	Vendor Total:	4,850.00
DESIGNS UNLIMITED	SUPPLIES	Vendor Total.	4,030.00
DESTORE ORDINITED	00112120	Vendor Total:	542.00
ED THOMAS FAMILY FOUNDATION	REG FEE	7311102 (2001)	
		Vendor Total:	240.00
FINLEY, MERLYN	SERVICES	101100 20002	
		Vendor Total:	947.00
FIRST STREET DELI	SUPPLIES		
		Vendor Total:	66.16
IHSMA	FEES/SUPPLIES		
		Vendor Total:	26.00
INDEPENDENCE PTO	SUPPLIES		
		Vendor Total:	155.54
IOWA HS BASEBALL COACHES	DUES/FEES		
ASSOCIATION			FF 00
TOWN CHOPMS SUPPLY TWO	CHDDI TEC	Vendor Total:	75.00
IOWA SPORTS SUPPLY INC	SUPPLIES		110.00
VOLLECTROMIN CDODEC	CIIDDI.TEC	Vendor Total:	112.00
KOLLEGETOWN SPORTS	SUPPLIES	Worden metals	974 F <i>C</i>
I ODCTED CDODTC	SUP/MAINT	Vendor Total:	974.56
LOBSTER SPORTS	SUF/MAINI		

SERVICES

SUP/SRV

SUPPLIES

SUP/EQUIP

SUPPLIES

SUPPLIES

LUCKY 10 LANES

MARY'S FLOWER PATCH

MONTICELLO SPORTS INC

MAKE MUSIC

NEFF COMPANY

PEPSI-COLA

Vendor Total: 82.99

Vendor Total: 1,040.00

Vendor Total: 72.00

Vendor Total: 48.00

Vendor Total: 180.00

Vendor Total: 149.53

Independence Community School District 04/10/2013 10:38 AM	Board Report For Packet APRIL 2013 BOARD BILLS		Page: 5 User ID: ARL
Vendor Name	Vendor Description		OSCI ID. TIKE
vendor walle	vendor bescription	Vendor Total:	201.48
PIZZA RANCH	SUPPLIES		
		Vendor Total:	74.00
PRO-TUFF DECALS	SUPPLIES		
		Vendor Total:	401.76
SANDERSON, TIM	OFFICIAL		
		Vendor Total:	125.00
SIGNS AND MORE	SUPPLIES		
ешимое	CUDDITEC	Vendor Total:	526.00
STUMPS	SUPPLIES	Vendor Total:	910 40
THREE ELMS GOLF COURSE	FEES/SUP	vendor rotal:	810.42
THREE ELMS GOLF COOKSE	100,001	Vendor Total:	1,045.50
VISA CARD SERVICES	SUPPLIES	vendor rotar.	1,043.30
		Vendor Total:	1,281.24
WALMART COMMUNITY	SUPPLIES		
		Vendor Total:	29.88
WEST MUSIC CO INC	SUP/SRV/EQUIP		
		Vendor Total:	125.94
WHITAKER, ANTHONY	REIMBURSEMENT		
		Vendor Total:	12.04
		Fund Total:	15,321.75
	91 AGENCY FUND		
BLAND'S FLOWER SHOP INC	FLOWERS	******	25.00
HAUSERS WATER SYSTEM	SUPPLIES	Vendor Total:	35.00
HAUGERS WATER STOTEM	OULTERD	Vendor Total:	26.00
WALMART COMMUNITY	SUPPLIES	vendor rocar.	20.00
		Vendor Total:	13.12
		Fund Total:	74.12
	Checking	Account Total:	15,395.87
Checking 4			
Checking 4 Fund:	33 LOCAL OPTION SALES AND SERVICES	S TAX	
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SRV/EQUIP		
		Vendor Total:	15,150.00
		Fund Total:	15,150.00
Checking 4 Fund:	36 PHYSICAL PLANT & EQUIPMENT		
APPLE INC	EQUIP/SUP/SRV		
		Vendor Total:	10,800.00
		Fund Total:	10,800.00
	Checking .	Account Total:	25,950.00
Checking 5 Checking 5 Fund:	27 New JSH - Donations Fund		
Checking 5 Fund: LARSON CONSTRUCTION CO. INC.	CONST SERV		
		Vendor Total:	801,000.00
		Fund Total:	801,000.00
Checking 5 Fund:	31 New JSH-G.O. Bond Fund		
DAKTRONICS, INC.	SUP/EQUIP		
		Vendor Total:	76,534.00
GOPHER SPORT	SUPPLIES		
		Wondon Motal.	E3E 60

Vendor Total:

535.60

Independence Community Schoo	l District
0.1/10/2010 10 00 13 /	

Board Report For Packet

Page: 6 User ID: ARL

04/10/2013 10:38 AM

APRIL 2013 BOARD BILLS

Vendor Description Vendor Name HSR ASSOCIATES INC SERVICES Vendor Total: 7,000.00 LARSON CONSTRUCTION CO. INC. CONST SERV Vendor Total: 334,946.61 MILLER QUARRY IMPROVEMENT Vendor Total: 73.66 PHILIPS HEALTHCARE SERVICE Vendor Total: 497.14 PIPER JAFFRAY & CO SERVICE Vendor Total: 15,500.00 STANDARD & POOR'S FINANCIAL SERVICE SERVICES LLC 8,500.00 Vendor Total: 443,587.01 Fund Total: Checking 5 Fund: 34 New JSH-SILO Bond Fund

LARSON CONSTRUCTION CO. INC. CONST SERV

49,782.24 Vendor Total:

Fund Total: 49,782.24

Checking Account Total: 1,294,369.25

Independence Community School I Expenditure Report by Facility/Object w/gaap

		Budget	FYTD Net GAAP	% of Budget	Balance at Bud
0 .00 Sal	laries	654,966.94	281,765.92	43.02%	373,201.02
	nefits	176,355.37	77,162.81	43.75%	99,192.56
	rchased Prof/Tech Svcs rchased Property Svcs	114,353.91 42,887.87	71,329.65 21,801.50	62.38% 50.83%	43,024.26 21,086.37
	ner Purchased Svcs	603,954.97	286,562.84	47.45%	317,392.13
	oplies	80,140.34	54,024.21	67.41%	26,116.13
	operty	109,988.58	1,811.00	1.65%	108,177.58
	ot Services	4,323.35	4,312.84	99.76%	10.51
	A Flow-Through STRICTWIDE	669,843.49 2,456,814.82	591,985.00 1,390,755.77	88.38% 56.61%	77,858.49 1,066,059.05
0 Sal	laries	270,542.78	178,805.85	66.09%	91,736.93
0 Ber	nefits	58,265.52	40,511.78	69.53%	17,753.74
	rchased Prof/Tech Svcs	6,495.83	1,455.00	22.40%	5,040.83
	rchased Property Svcs	42,752.98	21,412.88	50.09%	21,340.10
	ner Purchased Svcs	3,537.42 115,011.46	1,951.57 79,584.21	55.17% 69.20%	1,585.85 35,427.25
	operty	1,897.72	0.00	0.00%	1,897.72
	GARAGE	498,503.71	323,721.29	64.94%	174,782.42
	laries	44,991.90	36,666.64	81.50%	8,325.26
	nefits	18,342.92 9,125.67	17,769.02 3,763.01	96.87% 41.24%	573.90 5,362.66
	rchased Prof/Tech Svcs ner Purchased Svcs	450.00	404.18	89.82%	45.82
	oplies	69,706.47	69,013.89	99.01%	692.58
0 Pro	operty	0.00	0.00	0.00%	0.00
11 CUF	RRICULUM	142,616.96	127,616.74	89.48%	15,000.22
	laries	115,151.92	84,783.15	73.63%	30,368.77
	nefits	25,120.96	19,055.82	75.86%	6,065.14 18,989.36
	rchased Prof/Tech Svcs rchased Property Svcs	37,659.90 0.00	18,670.54 0.00	49.58% 0.00%	18,989.36
	ner Purchased Svcs	4,578.06	4,085.89	89.25%	492.17
	oplies	47,475.72	13,294.08	28.00%	34,181.64
0 Pro	operty	5,497.41	839.80	15.28%	4,657.61
	CHNOLOGY	235,483.97	140,729.28	59.76%	94,754.69
	laries	57,953.89	56,071.58	96.75%	1,882.31 611.88
	nefits	17,412.55 14,399.59	16,800.67 14,307.23	96.49% 99.36%	611.88 92.36
	chased Property Svcs	77,040.05	55,126.70	71.56%	21,913.35
0 Pro	operty	576.73	0.00	0.00%	576.73
19 DIS	STRICT GROUNDS	167,382.81	142,306.18	85.02%	25,076.63
	laries	335,562.54	250,345.02	74.60%	85,217.52
	nefits	74,471.35	51,837.08	69.61%	22,634.27
	chased Prof/Tech Svcs	66,410.24	45,258.97 4,440.02	68.15% 51.39%	21,151.27 4,199.88
	ner Purchased Svcs	8,639.90 29,604.05	23,194.05	78.35%	6,410.00
	oplies	27,375.51	18,472.03	67.48%	8,903.48
	pperty	415.95	53.95	12.97%	362.00
	ot Services MINISTRATION	1,932.88 544,412.42	1,443.61 395,044.73	74.69%	489.27 149,367.69
					103,892.20
	laries nefits	203,214.53 67,426.78	99,322.33 29,075.46	48.88% 43.12%	38,351.32
	chased Prof/Tech Svcs	11,264.56	9,772.35	86.75%	1,492.21
	chased Property Svcs	4,502.67	2,489.78	55.30%	2,012.89
	ner Purchased Svcs	0.00	0.00	0.00%	0.00
	oplies operty	24,385.69 3,939.24	12,897.88 3,854.92	52.89% 97.86%	11,487.81 84.32
	ot Services	0.00	0.00	0.00%	0.00
10 ECS	SE CENTER	314,733.47	157,412.72	50.01%	157,320.75
0 Pur	chased Prof/Tech Svcs	50,520.48	28,345.72	56.11%	22,174.76
	chased Property Svcs	0.00	0.00	0.00%	0.00
	ner Purchased Svcs	425.00	425.00	100.00% 39.59%	0.00 1,813.05
	oplies operty	3,001.10 29,166.42	1,188.05 0.00	0.00%	29,166.42
	SVILLE PRE-SCHOOL GRANT	83,113.00	29,958.77	36.05%	53,154.23
0 Pur	chased Prof/Tech Svcs	58,352.94	30,251.02	51.84%	28,101.92
o oth	ner Purchased Svcs	8.99	0.00	0.00%	8.99
	pplies	2,928.31	1,686.04	57.58%	1,242.27
	operty JOHNS PRE-SCHOOL GRANT	14,748.39 76,038.63	14,707.95 46,645.01	99.73%	40.44
		54,409.57	27,032.09	49.68%	27,377.48
	chased Prof/Tech Svcs mer Purchased Svcs	8.99	0.00	0.00%	8.99
	plies	2,270.12	563.08	24.80%	1,707.04
0 Pro	pperty	14,958.14	14,878.92	99.47%	79.22
40 WEE	E CARE PRE-SCHOOL GRANT	71,646.82	42,474.09	59.28%	29,172.73
	aries	47,126.30	30,965.30	65.71%	16,161.00
	nefits	15,109.37	10,902.12	72.15%	4,207.25 2.67
	chased Prof/Tech Svcs her Purchased Svcs	936.70 296.96	934.03 285.48	99.71% 96.13%	11.48
	pplies	6,994.21	2,671.22	38.19%	4,322.99
0 Pro	pperty	16,949.01	998.00	5.89%	15,951.01
	ot Services	300.00	295.00	98.33% 53.64%	5.00 40,661.40
	DEE PRE-SCHOOL GRANT	87,712.55	47,051.15		
	aries	1,418,937.87 443,759.76	893,048.04 278,643.30	62.94% 62.79%	525,889.83 165,116.46
	efits chased Prof/Tech Svcs	18,004.02	9,624.37	53.46%	8,379.65
	chased Property Svcs	11,130.85	8,440.62	75.83%	2,690.23
0 Oth	er Purchased Svcs	50,473.28	26,517.76	52.54%	23,955.52
	pplies	65,937.72	50,083.07	75.96%	15,854.65
	pperty T ELEMENTARY	5,168.51 2,013,412.01	3,137.00 1,269,494.16	60.69%	2,031.51 743,917.85
	aries efits	1,810,981.20 635,358.28	1,099,203.44 356,738.56	60.70% 56.15%	711,777.76 278,619.72
	chased Prof/Tech Svcs	37,314.07	5,152.63	13.81%	32,161.44
	chased Property Svcs	11,547.13	8,711.03	75.44%	2,836.10
0 Oth	er Purchased Svcs	87,246.38	72,819.97	83.46%	14,426.41
0 Sup	pplies	120,015.24	78,128.00	65.10%	41,887.24
	perty	9,108.17	1,473.99	16.18%	7,634.18
	ot Services	337.00	333.00	98.81%	4.00

100	Salaries	3,175,894.50	2,089,588.14	65.80%	1,086,306.36
200	Benefits	982,736.56	685,724.32	69.78%	297,012.24
300	Purchased Prof/Tech Svcs	19,504.84	18,964.50	97.23%	540.34
400	Purchased Property Svcs	38,346.08	28,357.90	73.95%	9,988.18
500	Other Purchased Svcs	315,605.02	221,296.54	70.12%	94,308.48
600	Supplies	222,117.29	142,188.75	64.02%	79,928.54
700	Property	13,643.86	7,734.91	56.69%	5,908.95
800	Debt Services	6,877.52	6,787.75	98.69%	89.77
3109	HIGH SCHOOL	4,774,725.67	3,200,642.81	67.03%	1,574,082.86
100	Salaries	3,640.00	2,333,36	64.10%	1,306.64
200	Benefits	533.00	380.80	71.44%	152.20
300	Purchased Prof/Tech Svcs	72,153.12	0.00	0.00%	72,153.12
400	Purchased Property Svcs	0.00	0.00	0.00%	0.00
500	Other Purchased Svcs	235,404.40	0.00	0.00%	235,404.40
00	Supplies	0.00	0.00	0.00%	0.00
700	Property	0.00	0.00	0.00%	0.00
209	FOUR OAKS AT MHI	311,730.52	2,714.16	0.87%	309,016.36
.00	Salaries	2,655.00	2,655.00	100.00%	0.00
200	Benefits	203.11	203.11	100.00%	0.00
299	SCHOOL ACTIVITIES	2,858.11	2,858.11	100.00%	0.00
.00	Salaries	131,037.98	81,400.75	62.12%	49,637.23
200	Benefits	52,150.30	37,475.79	71.86%	14,674.51
00	Purchased Prof/Tech Svcs	78.00	75.00	96.15%	3.00
100	Purchased Property Svcs	358.14	118.37	33.05%	239.77
00	Other Purchased Svcs	205.00	0.00	0.00%	205.00
00	Supplies	936.83	302.60	32.30%	634.23
00	Property	0.00	0.00	0.00%	0.00
309	SUCCESS CENTER	190,482.47	119,372.51	62.67%	71,109.96
10	_				
		14,680,717.30	9,058,499.99	61.70%	5,622,217.31
		14,000,717.50	3,030,133.33	021,00	0,000,000

GENERAL FUND

Revenues		July	August		September	Oct	October	November	_	December		January	February	Jary	March	April		Мау	٦,	June
State Aid	\$	1	\$	\$	772,436.00	\$	\$ 00.984,77	\$ 772,436.00 \$	45	778,478.28	\$	765,719.00	\$	765,719.00 \$	765,719.00					
Property Taxes	\$	57,601.83	\$ 92,396.81	.81 \$	428,991.36	\$	1,564,627.92 \$	\$ 439,091.13	45	580,135.76	s	84,696.16	\$ 187	187,818.31 \$	158,383.72		-			
Federal Funds	\$	43,845.84 \$		9,193.00 \$	7,373.48	\$	24,621.33 \$	\$ 54,077.22	s	40,781.78	s	1	\$ 12	12,104.49 \$	22,991.59					
Other	\$	\$ 19,407.27 \$		\$ 99.	506,255.66 \$ 123,041.29	\$ 1	\$ 82.058'50	\$ 89,419.64 \$	45	6,396.00	s	62,272.39	\$ 38	38,285.01 \$	49,196.11		-			
Fotal	\$	120,854.94 \$		47 \$	607,845.47 \$ 1,331,842.13 \$		2,467,516.03	\$ 1,355,023.99	s	1,355,023.99 \$ 1,405,791.82	s	912,687.55 \$ 1,003,926.81 \$	\$ 1,003	,926.81 \$	996,290.42	\$	-	T.	45	1
Expenditures		July	August	100	September	Oct	October	November	Ĺ	December		January	February	lary	March	April		May	3	June
Salaries	\$	647,367.06	\$ 664,615.30	.30 \$	720,660.53	\$	733,314.47 \$	\$ 732,728.43	\$	734,831.00	\$	717,320.07	\$ 727	727,615.37 \$	720,062.42					
Benefits	\$	216,667.98 \$	\$ 219,295.89 \$	\$ 68.	227,537.56		\$ 02.191,72	\$ 228,413.43 \$		228,089.00	s	226,302.18	\$	227,322.07 \$	226,111.72				L	
Other	\$	\$ 09.601,611	\$ 167,050.54	54 \$	81,968.21	\$	94,754.27 \$	\$ 219,951.28	s.	267,245.00	s	425,225.14	s	194,914.09 \$	250,114.19					
Total	Ş	183,144.64	\$ 1,050,961.	73 \$	983,144.64 \$ 1,050,961.73 \$ 1,030,166.30 \$		1,055,230.24 \$		s	1,181,093.14 \$ 1,230,165.00	45	1,368,847.39 \$ 1,149,851.53	\$ 1,149	,851.53 \$	1,196,288.33	*	-		\$	1
Difference	\$	362,289.70)	(862,289.70) \$ (443,116.26) \$	3.26) \$	301,675.83 \$		1,412,285.79 \$		\$	\$ 173,930.85 \$ 175,626.82 \$	45	(456,159.84) \$ (145,924.72) \$	\$ (145	,924.72) \$	(199,997.91)	\$ 1	5	1	\$	1

SILO/PPEL Funds

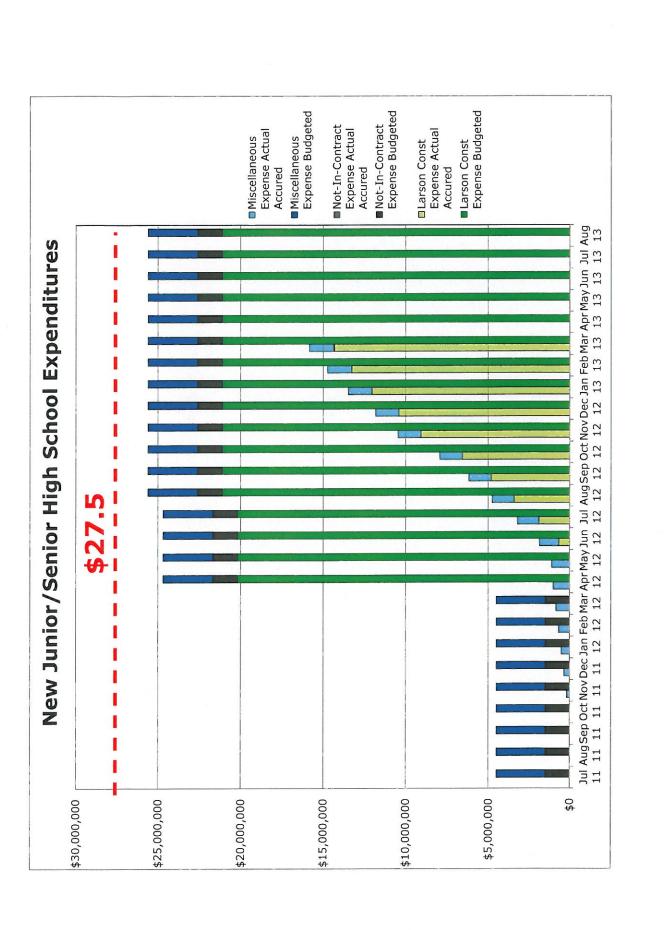
Revenues	yluly		August		September		October	November	December	mber	January	February		March	April	_	Мау	_	June
SILO	- \$	\$	-	\$	67,389.29	s	67,033.06	67,033.06 \$ 154,699.98 \$ 68,945.01 \$ 68,301.51 \$ 68,945.02	\$ 68,5	945.01 \$	68,301.51	\$ 68,945.02	δ.	60,530.78					
PPEL	\$ 985.09	\$ 60	7,121.14	\$	25,291.17	\$	90,304.62	90,304.62 \$ 26,161.32 \$ 7,226.98 \$	\$ 7,2	\$ 86.922	S109655	5,772.67 \$ 2,356.02	\$	80.868,6					
Total	\$ 985.09	\$ 60	7,121.14	Ş	25,291.17	\$	157,337.68	157,337.68 \$ 180,861.30 \$ 76,171.99 \$ 74,074.18 \$ 11,301.04	\$ 76,3	171.99 \$, 74,074.18	\$ 71,301.04	\$	70,423.86	- \$	\$	1	\$	1
												3							
Expenditures	July		August	V)	September		October	November	December	mber	January	February		March	April		May	_	June
Technology	\$ 69,431.72	72 \$	1	ş	5,809.08	ş	1,114.46	1,114.46 \$ 7,380.85 \$ 1,625.39	\$ 1,6	525.39 \$		\$ 15,182.00 \$	\$	25,514.25				L	
Buildings/Grounds	\$ 68,861.18	18 \$	49,462.73	\$	_	Ş	1,768.99	\$ 2517.48 \$ 35,187.80	\$ 35,1	187.80		\$ 10,350.31 \$	\$	4,037.09					
Other	\$ 4,500.97	\$ 26	12,087.02	\$	1	\$	-	\$ 27,309.28 \$ 3,346.25	\$ 3,5	346.25	-	- \$	\$	47,685.44					
Total	\$ 142,793.87	\$ \$	61,549.75	Ş	5,809.08	\$	2,883.45	2,883.45 \$ 37,207.61 \$ 40,159.44 \$	\$ 40,2	159.44 \$		9,990.56 \$ 25,532.31 \$	₹.	77,236.78	٠ \$	\$	'n	\$	1

		1907	1010	1007	(00)	:	F		F		
20 20 20 20	General	General Obligation (31)	SILO FU	LO Funds (34)	FEMA (34)	Donations (27)	-	Bank lowa (70%)		Security State (30%)	ate (30%)
Beginning Balances	s,	9,908,758.25	45	7,513,480.38 \$	21,000.00	\$	\$ 00.000,008		12,755,567.04	ş	5,466,671.59
EXPENSES											
July '11 The Louis Berger Group Inc	\$	2,000.00					⟨		1,400.00	-	600.00
Month End Totals	s	9,906,758.25	\$	7,513,480.38 \$	21,000.00	\$	\$ 00.000,008		555.00	\$	5,466,071.59
August '11 The Louis Berger Group Inc	v	2 000 00					v		1 400 00	v	0000
Month End Totals	**	9,904,758.25	\$	7,513,480.38 \$	21,000.00	\$	\$ 00.000,008			• •	5,465,471.59
October '11	4	60000					4				
Month End Totals	n v	9,754,758.25	\$	7,513,480.38 \$	21,000.00	\$ 80	\$ 00.000,008	12,	12,647,767.04	v v	5,420,471.59
November '11											
Standard & Poor's Financial HSR & Assoc.	₩ •	13,000.00					₩ ₩		9,100.00	₹ \$ ₹	3,900.00
Month End Totals	•	9,591,758.25	\$	7,513,480.38 \$	21,000.00	\$ 80	\$ 00.000,008	12,	100 House	\$	5,371,571.59
December '11											
HSR & Assoc.	\$	150,000.00					\$			\$	45,000.00
Bankers Trust	•		\$	646,250.00			₹			45. 1	193,875.00
Piper Jamray & Co	A 6	24,230.00	-1	- 1	00 000 10					S	7,269.00
Month End Totals	s A	9,417,528.25	'n	6,867,230.38 \$	21,000.00	80 \$	\$ 00.000,008		11,959,331.04	s	5,125,427.59
January '12	٠	00 040					4				
Aniers & Cooney - Attorney HSR & Assoc.	ሱ የ ላ	150.000.00					л +v		8,082.26	s> •s	3,463.83
Month End Totals	S	9,255,982.16	69	6,867,230.38 \$	21,000.00	\$	\$ 00.000,008	11,		5	5,076,963.76
February '12										v	
Bankers Trust	\$	1,000.00	5200				\$		700.00	\$	300.00
HSR & Assoc.	\$	150,000.00					₩.			• \$	45,000.00
Standard & Poor's Financial	\$	11,774.00					\$			\$	3,532.20
Month End Totals	\$	9,093,208.16	\$	6,867,230.38 \$	21,000.00	08 \$	\$ 00.000,008	000.00	11,732,306.98	\$	5,028,131.56
March '12	,						•			,	
Standard & Poor's CUSIP	ss ·	550.00					S			S	165.00
HSK & Assoc. Point of Beginnings	v v	150,000.00					γ. •γ		105,000.00	s> •s	45,000.00
Month End Totals	\$	8,940,108.16	\$	6,867,230.38 \$	21,000.00	\$ 80	\$ 00.000,008			\$	4,982,201.56
April '12											
Consolidated Energy	\$	7,542.59					\$			\$	2,262.78
HSR & Assoc.	ن د	00'000'06					\$			Ş	27,000.00
HSR & Assoc.	v> +	5,000.00					\$			\$	1,500.00
lerracon Consultants	vs 4	15,000.00			20 000 10					\$	4,500.00
Moltin Eria Totals	n	6,622,303.37	o.	6,867,230.38	21,000.00	^	\$ 00.000,008		11,542,85/.1/	n	4,946,938.78

	do legano	(12) acitaril Obligation (21)	(AC) about 0 113	-	(00) 08477		2	(/00/)		1,000
May '12	0018100	Ingarion (31)	SILO FUITAS (3-	-	reivia (34)	DOMATIONS	Dalik	10Wd (10%)	Security :	security state (50%)
HSR & Assoc.	\$	90,385.00					\$	63,269.50	\$	27,115.50
INRCOG				\$	604.81					
Bankers Trust Company	\$	200.00					\$	140.00	Ş	60.00
Consolidated Energy Co.	Ş	7,431.79		- 1	- 1			5,202.25	\$	2,229.54
Month End Totals	s	8,724,548.78	\$ 6,867,230.38	30.38 \$	20,395.19 \$	800,000.00	\$ 00	11,474,245.42	•	4,917,533.74
June '12										
INRCOG				S	496.50					
Larson Construction	s.	652,058.44					\$	456,440.91	\$	195,617.53
HSR & Assoc.	\$	93,974.80					\$	65,782.36	\$	28,192.44
Consolidated Energy Co.	\$	3,012.02					\$	2,108.41	\$	903.61
Ahlers & Cooney	S	13,178.26					Ś	9,224.78	\$	3,953.48
Miller Quarry	\$	2,969.91					\$	2,078.94	\$	890.97
Point of Beginning	S	1,500.00		- 1			\$	1,050.00	Ş	450.00
Month End Totals	•	7,957,855.35	\$ 6,867,230.38	30.38 \$	19,898.69 \$	800,000.00	\$ 00	10,937,560.02	.	4,687,525.71
July '12										
Bruening Rock Products Inc	<>	464.84					₩.	325.39	\$	139.45
INRCOG	\$	278.52					\$	194.96	٠,	83.56
Miller Quarry	\$	9,514.33					\$	6,660.03	₩.	2,854.30
Terracon Consultants, Inc	\$	1,712.25					\$	1,198.58	\$	513.67
Usher Architecture	\$			\$	805.00					
HSR & Assoc	<>	14,000.00					\$	9,800.00	\$	4,200.00
Century Laundry Distributing	\$	11,066.00					\$	7,746.20	₩.	3,319.80
Consolidated Energy Co.	\$	1,878.19					₩.	1,314.73	\$	563.46
Signs and More	\$	1,197.14					⟨>	838.00	\$	359.14
INRCOG				S	590.59					
Larson Construction	\$	1,236,699.43					\$	865,689.60	\$	371,009.83
Bankers Trust	\$	i.		- 1			\$	525.00	\$	225.00
Month End Totals	❖	6,681,044.65	\$ 6,866,480.38	\$ 86.38	18,503.10 \$	800,000.00		10,043,267.53	\$	4,304,257.50
August '12										
Bruening Rock Products Inc	\$	216.35					\$	151.45	\$	64.90
Consolidated Energy Co.	S	295.92					S	207.14	\$	88.78
HSR & Assoc	S	14,000.00					\$	9,800.00	\$	4,200.00
ICSD Schoolhouse Fund	·s	750.00					\$	525.00	₩.	225.00
Larson's Construction	S	1,532,421.25					\$	1,072,694.88	\$	459,726.37
Miller Quarry	ss .	10,592.58					₩.	7,414.81	\$	3,177.77
INRCOG	S	E			292.57			1	\$	
Month End Totals	w	5,122,768.55	\$ 6,866,480.38	80.38 \$	18,210.53 \$	800,000.00		8,952,474.25	⋄	3,836,774.68
September '12										
Signs and More	\$	73.00					\$	51.10	\$	21.90
Consolidated Energy Co.	ψ.	258.51					\$	180.96	\$	77.55
Larson Construction	\$	1,392,542.94				And the second s		974,780.06	\$	417,762.88
Month End Totals	₩.	3,729,894.10	\$ 6,866,480.38	80.38 \$	18,210.53 \$	800,000.00		7,977,462.13	\$	3,418,912.35

	General	General Obligation (31)	SILO Funds (34)	FEMA (34)	Donations	Bank lowa (70%)		Security State (30%)
October '12								
Larson Construction	\$	1,734,614.42				\$ 1,214	1,214,230.09 \$	520,384.33
INRCOG	\$	•		\$ 1,247.89				
HSR & Assoc	\$	14,000.00				\$	\$ 00.008,6	4,200.00
Consolidated Energy Co.	\$	2,868.84					2,008.19 \$	860.65
Innovative Ag Services	\$	4,326.35						1,297.90
Month End Totals	\$		\$ 6,866,480.38	\$ 16,962.64 \$	800,000.00	\$	6,748,395.40 \$	2,892,169.47
November '12								
HSR & Assoc	\$	14,000.00					\$ 00.008,6	4,200.00
Larson Construction			\$ 2,510,350.25			\$ 1,757,		753,105.07
Month End Totals	\$	1,960,084.49	\$ 4,356,130.13	\$ 16,962.64 \$	800,000.00	\$	4,981,350.22 \$	2,134,864.40
December '12								
Miller Quarry	\$	4,982.96				\$	3,488.07 \$	1,494.89
INRCOG	\$	•		\$ 442.40		\$	\$	
ICS Schoolhouse Fund	\$	250.00				\$	175.00 \$	75.00
HSR & Assoc	·s	14,000.00					\$ 00.008,6	4,200.00
Bruening Rock	S	119.24				\$	83.47 \$	35.77
Ahlers & cooney, P.C.	\$	346.00				<>>	242.20 \$	103.80
Larson Construction			\$ 1,344,016.23				940,811.36 \$	403,204.87
MidAmerican Energy	\$	10,116.55						
Month End Totals	•^	1,940,386.29	\$ 3,012,113.90	\$ 16,520.24 \$	800,000.00	\$	4,026,750.12 \$	1,725,750.07
January '13								
Larson Construction			\$ 1,542,232.62	\$ 95,966.40		\$ 1,079	1,079,562.83 \$	462,669.79
FEMA reimbursement				\$ 95,966.40				
HSR & Assoc	ss.	14,000.00				\$	\$ 00.008,6	4,200.00
INACOG				1,038.0/		\$,
Month End Totals	s	1,926,386.29	\$ 1,469,881.28	\$ 15,482.17	\$ 800,000.00	s	2,937,387.29 \$	1,258,880.28
February '13								
Larson Construction			\$ 916,378.86	\$ 309,034.63		\$ 641	641,465.20 \$	274,913.66
FEMA Reimbursement				\$ 309,034.63				
HSR & Assoc	\$	21,719.38					15,203.56 \$	6,515.82
Miller Quarry	\$	486.82				\$	340.77 \$	146.05
NGE, Inc (Mat Hoist)	·s	12,493.00		¢ 135		∞ √	8,745.10 \$	3,747.90
Month End Totals	v	1 001 607 00	\$ 552 503 43	1,63.72	2000000	n 4		
	>		\$ 533,302.42	14,/16.45	800,000.00	^	2,2/1,632.66 \$	9/3,556.85

March '13						
Standards & Poor's	\$ 301.00			\$	210.70 \$	90.30
Miller Quarry	\$ 654.64			φ.	458.24 \$	196.40
Larson Construction	\$ 964,021.36 \$	41,135.50 \$	48,151.15	\$	703,609.80 \$	301,547.06
FEMA Reimbursement		\$	48,151.15			
Infrastructure Tech Solutions	S	41,182.00		\$	28,827.40 \$	12,354.60
Communication Innovators	\$ 4,839.78			\$	3,387.84 \$	1,451.94
Stetson Building Products	\$ 2,467.10			- δ	1,726.97 \$	740.13
Mainstage Theatrical Supply, Inc	\$ 6,015.25	7 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		₩.	4,210.67 \$	1,804.58
Month End Totals	\$ 913,387.96 \$	471,184.92 \$	14,716.45 \$	\$ 00:000'008	1,529,201.04 \$	655,371.84



Board Report for April Jennifer Sornson, Junior/Senior High School Principal

May 1 - Career Day

9th Graders will stay at the Senior High building. They will have a keynote presentation from Tony Davy from Iowa Workforce development. Then they will have smaller break out sessions by interest. Priorities for the day – how to find a job, how to keep a job, and how to build a resume for the future.

10th Graders will travel to Hawkeye Community College-Students will learn about a variety of career opportunities, technical training, and transfer programs at Hawkeye.

11th Graders will travel to Kirkwood Community College-Kirkwood offers over 100 different programs.

12th Graders will have local job shadow opportunities. All seniors have been placed by their interest. They will check in with their advisors in the morning and then proceed to their placements. Advisors will circulate around town to check in with their students. Seniors will return to the high school to meet with their advisor group.

Shalon Frye and Bret Adams have spent a great deal of time organizing this event. This is the first year that we have held this event. We will review with Advisors and make any improvements that we can for next year.

Prom will be held on April 13. Prom Parade will be at West Elementary starting at 5:00. The dance will be from 9:00-12:00 at Heartland Acres.

State 1 to 1 conference was held on April 4. Trent Grundmeyer presented the most interesting session I attended. He completed an in depth study on the impact of 1 to 1 on college readiness. I also attended sessions on blogs, Evernote, and security issues.

4th Term Parent-Teacher Conferences will be held April 18th, 3:30-7:30.

Seniors last day will be May 21. Graduation rehearsal will be on May 23, 9:00 a.m. Commencement is May 26 at 2:00.

Loren Pink and I will be attending Detecting Dangers on April 25. This training focuses on handling aggressive behavior and self-defense.

Silver Cord will hold a breakfast on May 15 at 7:30 in the High School library. The breakfast is to celebrate and congratulate the first group of Silver Cord recipients.

April Junior High Board Report by Rob Arnold

Iowa Assessments

Our Iowa Assessment data was returned the first week of April. We will be using the results from the Iowa Assessments to gauge the changes we made this year and the impact they had on our reading scores as well as supporting our efforts in other core areas. With this data we will look at system issues but more importantly we will be looking at individual results to be sure our data reflects what we see in the classrooms. We will then meet with each student to discuss their individual results and develop goals for moving forward. Mrs. Frye is establishing how those meetings will look and help kids to establish goals for next year. We will also meet as a Junior High Staff to discuss our results as a system and make recommendations for improvement as it relates to our implementation of intervention time next year.

NWEA Testing

Our staff will also be administering the Spring NWEA Tests on April 22nd through April 26nd. This will also provide us another piece of data to examine to show growth through out the year. We will be utilizing these computer-based tests to triangulate our data as we examine the need for changes. We are looking forward to examining that data and looking ways to continually improve.

Jr. High Awards

We have also held our Junior High Awards Ceremony for our third quarter academic achievers. We had 55 7th graders who have a 3.0 or higher G.P.A. as well as 57 8th graders who have also achieved a 3.0 or higher. We are working very hard to recognize these students to reiterate the importance of academic success.

Spring Activities

The Junior High has started their spring sports with participation in track. Both the boys and girls track teams will begin their track meet schedule the second week for the girls and the third week of April for the boys. Participation numbers are strong and we have some very good individual performers for both the boys and the girls.

Report to the Board of Education West Elementary April 15, 2013

Character Counts Rally

Students presented 2 skits-the first one about being fair in a classroom contest and the second one about being good citizens (which will conclude at our next rally in May). A large group of students led the student body in our anti-bullying rap. Students recognized for demonstrating fairness were: 3rd graders-Alyssa Larson, Marcus Beatty, Jocelyn Gates, and Laura Smith; 4th graders-Audrey Stephens, Peyton Kohrs, Grace Bohlken, and Alexis Gunningham; 5th graders-Alexis Miller, Mark Morkel, Peyton Lolwing, Jessica Justason, Caroline Reyner, and Gabe Wright; and 6th graders-Zander Smith, Ethan Fox, Haley Volentine, Lexi Smith, and Sean Geertsema. We had several parents attend as well.

At Home Reading Celebration

Students continue to read at home. Approximately 270 students met their March reading goal and will get a pajama day and movie. The April incentive is an ice cream party.

Drills

We held a lockdown drill on March 25. It was in conjunction with East and ECC this time and was during our 6th grade recess time so we were able to practice procedures during that time. The 6th graders were able to get inside the administrative office in less than a minute! Rick Wulfekuhle was with me and felt that we did a great job getting students inside quickly. We did determine that the alert is not loud enough for those outside. We are working with Chad on that.

We also had a tornado drill in March and did not announce it in advance to staff. We tested our plan for the end of the day when students were in small group intervention, band, and PE. This gave us an opportunity to see if we have enough space in the hallway going to the band room and we determined that we need to put more students in the vocal music room.

Memory Book

We have submitted this year's Memory Book to be printed. The memory book includes photos of important events throughout the year, staff, mentors, volunteers, students by classroom and ends with a page for autographs. We sold 175 this year, about 20 more than last year.

Summer Opportunities for Students

Summer Enrichment Camp

Registrations are beginning to come in for camp. To date we have 11 students signed up but it is still pretty early.

Extended School Year for Students With IEPs

We have about 8 kids who qualify for this program. Students who loose a lot over the summer and take more than 8 weeks to regain skills they had in the spring or who are at a critical place in their learning and need to continue instruction are included in this program.

Third Graders Who Need More Reading Support

This is a new program this summer and will provide more reading instruction for students who are not making adequate progress based on district and grade level data. We have about 14 students that we believe will qualify.

The last two programs will run during the same time frame so that we can make the best use of transportation. The Summer Enrichment Camp does not include transportation.

Preliminary Look at Iowa Assessment

Reports are beginning to come in from our Iowa Assessments. We have started to look at the data and it is looking good. Last year we had 86 students non-proficient in reading and 45 students non-proficient in math. This year we have 71 non-proficient in reading and 38 in math. That means we have 15 less students non-proficient in reading this year and 7 less in math. According to state criteria, we needed to move 8.6 non-proficient students to proficient in reading (we moved 15) and maintain our levels in math (we moved 7 more). According to my initial calculations we have exceeded the expectation in both reading and math. There are some unknowns yet, like the at risk subgroup, but I am thinking we have a good chance of getting off the list this year in both reading and math. We won't have the official word until probably June.

I attribute the increase in student achievement to our small group interventions, testing special education students individually, ensuring that special education and at risk students get more instructional time, testing non-proficient students in small groups, and most of all a group of great teachers who will do whatever it takes to help students succeed.

Sandy Merritt

4/15/13 School Board Meeting East/ECC Principal's Report Mary Jean Blaisdell

- 1. April Inservice
 - a. April 3: Math Curriculum
 - b. April 17: Math Curriculum/Student Centered Learning
- 2. Four Year Old Preschool update
 - a. Enrollment for 13-14: full at 2 sites, slowly climbing at other 2
- 3. Old Creamery Theater comes April 11
- 4. Spring Assessment
 - a. Begins April 29
- 5. Spring Events (subject to changes)
 a. May 3rd Fitness Day

 - b. May 31st -Last Day/STARS/Mileage Club Assembly
- 6. Summer School
 - a. Will hold for both EYSE students and also 2nd to 3rd grade At Risk
 - b. Will hold at ECC due to air conditioning

April Activities Report by Rob Arnold

Spring Sports are in full swing. The weather has not been very cooperative but we are finally able to host some events. We hosted our first boys' track meet on April 4. We had 8 teams competing at the meet. South Winn won the meet. We had many favorable comments by those in attendance. A huge thank you to all the volunteers from many community groups that volunteered to help out. The success of the meet was a direct result of the efforts of these volunteers.

Boys and girls track are getting into the meet of the season. Both have some exceptional individuals who are performing at a high level. They will have their WaMac Conference Meets at the end of the month as they prepare for their push to the state tournament. They are excited to also get outside and really start preparing for a great season.

Boys and girls golf can finally start practicing on the golf courses. We have had to cancel many golf events due to the weather and have rescheduled a few. Both teams are very excited to get outside. They will have multiple meets each week from now till the State Tournament.

Boys and Girls Tennis are the only events this spring that we have not had to cancel due to conditions preventing us from playing. The meat of their schedule is fast approaching as well with conference and nonconference events taking place. At the end of the month both teams will play in the WaMac Conference Tournament taking place in Waterloo.

Boys and Girls Soccer have now each had a home event. Although the field is not in great shape due to the weather both teams are playing pretty well. Our girls started the season ranked 11th in 2A. There are high expectations for our girl's soccer team with many returning letter winners from last year's squad. The boys are also brining back many letter winners as well. They are looking to improve each and every game but are still very young with most of the players being freshman and sophomores.

Fundraising Report

Organization	Purpose	Items Sold	Dates	Amount
Boys Soccer	Uniform Money	Pizza	3/10-3/25	\$3500.00
Girls Soccer	Uniform Money	Pizza	3/10-3/25	\$3500.00
Student Council	Dance Athon	Tickets	3/27	\$500.00
Student Council	Dance Athon Brkfts	Pancakes	3/27	\$500.00

^{*} New Fundraising requests for this month are in Bold.

Report to Board of Education

Curriculum/Student Services

April 15, 2013

My year in review...

As Director of Curriculum and Student Services, I've learned that many hats make for messy hair. Some may say that is a bad thing, but from my perspective each experience has been another "bobby pin towards the perfect up do". Let me give you a small peek into my world from my perspective.

SIAC- This committee is wonderful to work with for many reasons. Where else would you make connections and gain perspective from community members, teachers, and parents all at the same table. When great minds come together, mountains, or at least foothills, can be moved. I look forward to continuing our quest to build partnerships between businesses and community and improve communication into the next school year.

Classroom observations-Many of you know I taught for 18 years prior to accepting my current position. So it goes without saying I miss the classroom. Throughout the year I've tried to either observe or find the time to touch base with every teacher in the district. I can't begin to tell you how rich my experiences have been while watching our students learn through exploration, technology or teachers sharing their knowledge. I encourage each of you to set aside 30 minutes to an hour out of your day before the end of the school year to join our students in their learning by visiting a classroom.

Prospective families-Just in the last couple months I've had the opportunity to meet with in person or have a phone discussion with prospective students and their parents regarding their interest in the Independence School District. I don't have a marketing degree but I can tell you there is nothing better than hearing a parent or student talk about their eagerness to learn more about our district. Word is getting out, now it's our job to make sure we continue to have the best structures in place for our kids whether it be academics or extracurricular.

Outreach-Each month I attend meetings with different community and county-wide agencies, councils, and organizations. By attending these meetings I have been able to make many connections for our students, families, and staff from therapy services to summer camps for our special needs kids. As I mentioned in another report, some of these groups have been willing to join our Student Assistance Team on early outs and discussed with them what they could do for our students and their families. The team and I have utilized these groups in many ways and appreciate all they do.

1:1-In preparing for 1:1 for the 2013-14 school year, much has been done in the way of professional development. Recently teachers, administrators and I attended the state 1:1 conference. Throughout the day I talked with these people to hear their perspective on sessions they had attended. The responses were very positive and most felt they had plenty to take back and share with colleagues. One session I attended was "1:1 Admin: Leadership, PD and a Culture for Success" Three superintendents: Jeff Dicks from Newell Fonda, Deron Durflinger from Van Meter, and Jimmy Casas from Bettendorf shared what they have learned since implementing 1:1 in their schools. All three gave great perspectives, lessons learned, and advice to those of us glued to every word they were saying. Who better to hear the successes and failures from than from those who have experienced it day-to-day for the past 1-5 years?

Everyday Math-As you know, we adopted a new math series this year, Everyday Math. Everyday Math is not your traditional math as it:

- * Develops an understanding of mathematics from the child's own experiences which makes math more meaningful when it is rooted in real life contexts and situations.
- * Encourages students to learn multiple solutions for doing arithmetic operations. Students can choose the way that works best for them.
- * Relies on a number of instructional strategies that ensure all students achieve success.
- *Students use a hands-on/exploration approach to learning.
- *Spirals. A topic is revisited repeatedly in different ways, increasing a student's depth of learning, while retaining what they've learned. "Trust the spiral!"

In my last 4 years of teaching, I was lucky enough to use Everyday Math with my students. With this experience I have been able to lend support and answer teacher and parent questions about Everyday Math. I've also had the opportunity to observe how it's being used in the classroom while getting the students' perspectives.

In a nutshell, this has been a wonderful, crazy, enlightening learning experience for me thus far. I figured out my niche and look forward to learning and growing as I move forward as Director of Curriculum and Student Services for the Independence Community School District.



Independence

Community School District

Office of Stephen Noyes Technology Director

April 15, 2013

The volunteers, Chad, Tom and I continue to wire the new building. We should have the HS wing, JR wing and Science/Cadd wings all finished by the end of April. We hope to start wiring the main office area, both common areas and the central classrooms in May.

The AV wiring is progressing. I was able to meet the installers and they are happy with their progress. Many of the classrooms have the new speakers already installed. Good speakers in each classroom will be different for Independence. Teachers will be able use more audio-based projects in their lessons.

The State 1:1 conference had many great sessions. Because the knowledge base has grown in Iowa, there were more offerings and sessions offered this year. School districts are constantly adjusting their learning initiatives and using the technology for more learning. The number of school districts will probably be over 175 districts by August 2013. I went to the Technology Directors session. The technology people talked about the things going well and areas they need to improve. Our program is heading the right direction with our current plans.

We have already started the Spring Map testing at West and the JSH will start the week of 4/15.

April and May are extremely busy to finish all of the projects and we will need to squeeze in our State reporting before the end of May. Our state reports are not due until June, but it is best to have them ready before everyone leaves in June. The state has scheduled training for April 22. We will be heading to Cedar Falls for a full day of sessions to help understand the new state reporting system.

The summer will not slow down with the move, new building and the 1:1 Learning Initiative.

Sincerely,

Stephen B. Noyes District Technology Director

Board Report

Equipment

We have a bid out currently for a new steamer and tilting skillet at West Elementary. The steamer has been have major issues ever since I have been here and before. Chad O'Brian as well as our technician from Goodwin-Tucker, recommended that we purchase new equipment. Because the steamer and the current kettle are connected using the same heating elements, we have to purchase a new kettle/tilting skillet as well.

Farm to School

We have been asked by the Practical Farmers of Iowa to hold a field day at our school. On September 27, we will be having visitors come and take tours of the gardens and walk on our future trail around the district. I also plan to work with the new Vo-Ag teacher to do a student lead presentation on the unique process of how we attained the program and what they think of the class so far. Guest must RSVP to be able to visit and I will inform you of that number closer to the date.

The Land Turners love this heat wave coming through! Four boys and the three sponsors prepared 6 trays of seedlings in the West greenhouse on the 6th. On the 10th, we are taking a field trip after school to Mrs. Van Note's greenhouse for her to help us house more seedlings. The LT's have many projects coming up and their enthusiasm is great to have and is very contagious as well.

Maternity Leave

Our family wanted to say THANK YOU for all the kind words and presents we have received since Emma's arrival. As well as everyone who stepped in to help with my position during that time, especially Lynnette Engel and Pam Wendel. Without their help and assistance I would not have had the great 6 weeks with Emma or an amazing return to work.

Respectively Submitted,

Jessica Weber

Buildings and Grounds Board Report April 2013

We have the soccer field painted and the bathrooms open.

We have the track open and ready for track meets.

Have been very busy out at new high school getting wires pulled

Will be getting mowers and tractors ready for spring mowing

Chad Obrien

Transportation Board Report April 2013

We have received the bids for a new 65 passenger School Bus:

Thomas Bus Sales-C2 2014 conventional with camera \$80,118.00

Hoglund- International conventional with camera \$77,929.00

School Bus Sales- Bluebird conventional with camera \$79,576.00

If I have my preference I would like to go with the bluebird as they continue to use the Cummings motor and we have a fairly good parts inventory on hand. The international uses a different engine so would have to stock more inventory for filters and other engine components. The warranty repair Bluebird is in Waterloo and International is in Marshalltown. The warranties are comparable for both.

The micro bus with lift and air conditioning, the only bus bid I received back is from Thomas as they are the only ones that could guarantee delivery before summer. Both the other company's say it would be late August or September before it could be produced and back to lowa for delivery. The cost of micro bus through Thomas is \$52,316.00 to have a rear air conditioning installed is an additional \$4,750.00, bringing total cost to \$57,066.00. That would be a stand-alone rear air, so if front air would quit the rear air would still work and vice versa. This bus will be delivered around June 10th, in time for summer school and invoiced after July 1st so it can come out of fiscal year 14 budget. The conventional bus would come in August or September and will also be out of next year's budget.

I had 6 busses inspected early to meet commitments for the May 1st inspection, requiring 6 busses. The inspection on those 6 busses went well. I thanked our bus inspector Verlon Voss for getting us on the schedule and getting that done for us.

Now that the ground is settling a little bit and I will have to get with Chad and see about getting rock and filling in holes and ruts in bus garage and in driveway.

The two new vans are in service and on the road, we have been using them on activities already.

Burt Van Horn

Reviewed: AE recommends School Board approval.



Bulletin Requesting **Proposal for Contract Change**

Project:

To:

New Junior - Senior High School

Bulletin No.:

Forty-six (46)

Independence, Iowa

Independence Community School

Date:

Owner:

02/14/2013

District

Larson Construction Company, Inc.

HSR Project No .:

L11042

600 17th St. SE. P.O. Box 112

Contract For:

Electrical/General

Independence, Iowa 50644

Contract Date:

May 2,2012

Attn: Doug Larson

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Include complete breakdown for labor, materials, profit and overhead for each item listed. Indicate effect, if any, of proposed change to completion date.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of work)

A. GENERAL ITEM

Room's E125 & E127. Provide lockset core for lever hardware provided by Wenger. Coordinate keying requirements with Owner/hardware supplier.

a. Door Leverset provided by Wenger, function/finish as follows:

Schlage ND-Series, "Omega", ND70JS (F-84) classroom function (outside lever locked and unlocked by key - inside lever always unlocked), US26D (626), satin chrome finish, 6 pin tumbler.

B. Electrical Items

Rooms E125 & E127. Provide and install Horn Strobe Fire Alarm Device in Wenger Sound Isolation Rooms. Coordinate with sound room contractor.

Spotlight Platform's E201 & E202. Provide and install duplex receptacles in masonry wall. Energize each duplex receptacle with a dedicated circuit from Panel LP.

Contractor to return acknowledgment of this bulletin to this office by February 22, 2013 indicating:

Increase in Contract Decrease in Contract No change in Contract

Contractor Signature

Attachments: (List attached documents that support description)

Contractors are required to acknowledge receipt of this Bulletin even though their work is not affected.

HSR ASSOCIATES

By: Ben Reining



Project:

New Junior - Senior High School

Bulletin No .:

Fifty-one (51) revised)

District

Independence, Iowa

03/13/2013

Owner:

Independence Community School

Date:

To:

Larson Construction Company, Inc.

HSR Project No.:

L11042

600 17th St. SE. P.O. Box 112

Contract For:

General

Independence, Iowa 50644

Attn: Doug Larson

Contract Date:

May 2,2012

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Include complete breakdown for labor, materials, profit and overhead for each item listed. Indicate effect, if any, of proposed change to completion date.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of work)

A. General Items

- Gym Floor Painting. Provide a cost to include Owner requested additional logo lettering and striping as indicated on attached drawing A150R and 11"x17" colored print.
- North Wall Logo. Provide Independence "I" logo instead of Mustang logo as bid. Indicate difference in cost of labor and material to make this change. Refer to attached drawing sheet ID200R.

Contractor to return acknowledgment of this bulletin to this office by March 20, 2013 indicating:

Increase in Contract Decrease in Contract П No change in Contract

Contractor Signature

Attachments: (List attached documents that support description) HSR Drawing: A150R, Colored Print, & ID200R (11"x17")

Contractors are required to acknowledge receipt of this Bulletin even though their work is not affected.

HSR ASSOCIATES

By: Ben Reining



Project:

New Junior - Senior High School

Bulletin No.:

Fifty-two (52)

Independence, lowa

Owner:

Independence Community School

Date:

03/13/2013

District

To:

Larson Construction Company, Inc.

HSR Project No.:

L11042

600 17th St. SE. P.O. Box 112

Contract For:

Electrical

Independence, Iowa 50644

Attn: Doug Larson

Contract Date:

May 2,2012

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Include complete breakdown for labor, materials, profit and overhead for each item listed. Indicate effect, if any, of proposed change to completion date.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of work)

A. Electrical Items

Concession RM B112. Remove the duplex receptacle serving pop cooler from branch circuit LH-30. Provide and install a dedicated 20A breaker for pop cooler from panel LH.

Rooms F106, F117, & F134. Provide and install an additional 1-gang box for Daktronics clock 110V transformers.

Contractor to return acknowledgment of this bulletin to this office by March 20, 2013 indicating:

Increase in Contract Decrease in Contract No change in Contract

Contractor Signature

Date

Attachments: (List attached documents that support description)

NONE

Contractors are required to acknowledge receipt of this Bulletin even though their work is not affected.

HSR ASSOCIATES

By: Ben Reining



Project:

To:

New Junior - Senior High School

Bulletin No.:

Fifty-three (53)

Independence, lowa

Owner:

Independence Community School

Date:

04/02/2013

District

Larson Construction Company, Inc.

HSR Project No.:

L11042

600 17th St. SE. P.O. Box 112

Contract For:

General

Independence, Iowa 50644

Contract Date:

Attn: Doug Larson

May 2,2012

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Include complete breakdown for labor, materials, profit and overhead for each item listed. Indicate effect, if any, of proposed change to completion date.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of work)

A. General Items

Volleyball Court.

- Provide and install striping for two additional volleyball courts as indicated on attached drawing A150R2.
- Provide and install four additional floor sleeves for posts to match type already included in base bid. Refer to attached drawing A150R2 for location.

Weight/Cardio, Room 168.

Provide and install color coded stations as indicated on attached drawing ID115R.

Contractor to return acknowledgment of this bulletin to this office (pril 12, 2013 indicating:

Increase in Contract Decrease in Contract

No change in Contract

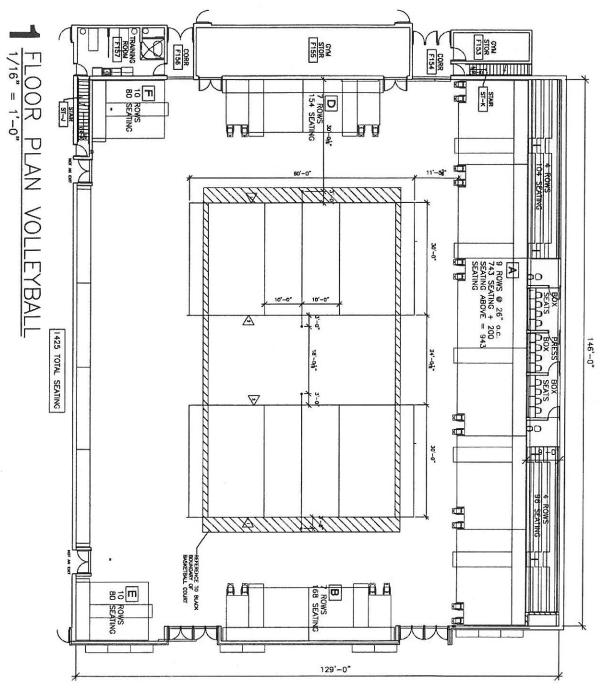
Contractor Signature

Attachments: (List attached documents that support description) HSR Drawings: A150R2 & Colored Rendering, ID115 (11" x 17")

Contractors are required to acknowledge receipt of this Bulletin even though their work is not affected.

HSR ASSOCIATES

By: Ben Reining



PLAN NOTES:

1. A PORTION OF THIS BOUNDARY LINE WILL SHAKE THE BACKCHOUT OF BOUNDS LINE FROM THE BACKCHOLD COURT THE REST OF THE LINES WILL BE THE TAN COLOR ALREADY SELECTED AND 2" IN WIDTH



HSR ASSOCIATES INC. 100 MILWAUKEE STREET LA CROSSE, WISCONSIN PHONE: 608:784,1830 FAX: 508:782.5844 WEB SITE: www.hsrassociates.com

INDEPENDENCE, IOWA

HSR PROJECT NUMBER: L11042 LAST UPDATE: 04/01/13

INDEPENDENCE COMMUNITY SCHOOL DISTRICT NEW JUNIOR-SENIOR HIGH SCHOOL

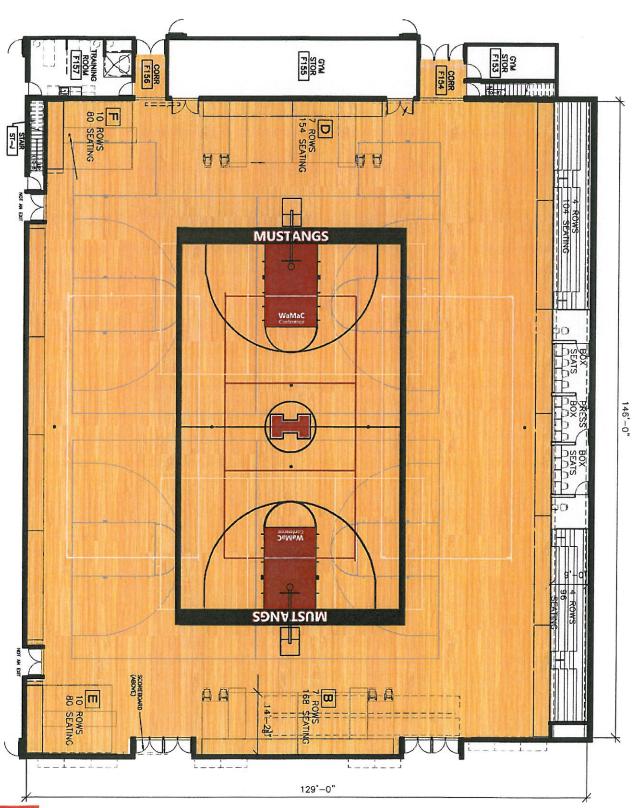
DRAWN BY:

MMALAND

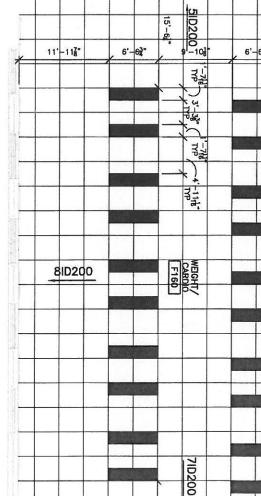
BULLETIN 53 A150R2

04/01/13 DATE ISSUED:

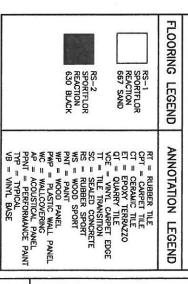








SEGMENT 'F' SPORT FLOOR PATTERN PLAN Meson.



INTERIOR DESIGN GENERAL NOTES

58'-0"

6ID200

8

REFERENCES TO PAINT PERTAIN TO COLOR ONLY; PAINT TYPE SHALL BE IDENTIFIED IN THE ARCHITECT SPECIFICATIONS.

DIMENSIONING OF ANY AREA OTHER THAN PATTERN LOCATION SHALL BE IDENTIFIED IN THE ARCHITECT PLANS.

REFER TO ARCHITECT SPECIFICATIONS FOR MATERIAL/FINISH SPECIFICS.

REFER TO ARCHITECT ACCESSORIES SCHEDULE FOR MOUNTING HEIGHTS OF FIXTURES AND EQUIPMENT.

ARCHITECTURE ENGINEERING INTERIOR DESIGN

HSR ASSOCIATES INC.

HSR PROJECT NUMBER: L11042

INDEPENDENCE COMMUNITY SCHOOL DISTRICT NEW JUNIOR-SENIOR HIGH SCHOOL

INDEPENDENCE, IOWA

LAST UPDATE: 3/26/2013 DRAWN BY: DC

11'-3

TRANSITIONS AT ALL DISSIMILAR FLOORING MATERIALS SHALL BE INSTALLED AS REQUIRED PER MATERIAL CHANGE TO ENSURE ADA COMPLIANCE.

YCE "VINYL CARPET EDGE" TO BE INSTALLED AS FLOORING TRANSITION UNLESS OTHERWISE NOTED PLANS. YCE TO MATCH FIELD WALL BASE COLOR.

SPELD

ALL PAINT ACCENT TRANSITIONS SHALL END AT INTERIOR CORNERS; NO VERTICAL TRANSITIONS TO TAKE PLACE AT BULLNOSED EXTERIOR CORNERS.

BULLETIN 53 ID115 R

SHOULD ANY INCONSISTENCY OR DISCREPANCY BY FOUND THEY ARE TO BE CALLED TO THE ATTENTION OF THE DESIGNER PRIOR TO THE ORDERING/INSTALLATION OF MATERIALS.

DATE ISSUED: 3/26/2013



Project:

New Junior - Senior High School

Bulletin No.:

Fifty-Five (55)

Independence, lowa

Owner:

To:

Independence Community School

Date:

04/5/2013

District

Larson Construction Company, Inc.

HSR Project No.:

L11042

600 17th St. SE. P.O. Box 112 Independence, Iowa 50644

Contract For:

Electrical

Attn: Doug Larson

Contract Date:

May 2,2012

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. Include complete breakdown for labor, materials, profit and overhead for each item listed. Indicate effect, if any, of proposed change to completion date.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of work)

A. Electrical Items

Concession RM B112. Add a dedicated 20 amp circuit for the pizza oven and a 30 amp circuit for the popcorn machine.

Rooms B113, Concession Storage. Provide and install a dedicated 20 amp circuit for freezer.

Contractor to return acknowledgment of this bulletin/to/this office by April 12, 2013 indicating:

Increase in Contract Decrease in Contract No change in Contract

Contractor Signature

Attachments: (List attached documents that support description)

NONE

Contractors are required to acknowledge receipt of this Bulletin even though their work is not affected.

HSR ASSOCIATES

By: Ben Reining



Project:

New Junior - Senior High School

Bulletin No.:

Fifty-six (56)

Independence, Iowa

Owner:

Independence Community School

Date:

04/5/2013

District

To:

Larson Construction Company, Inc.

HSR Project No .:

L11042

600 17th St. SE. P.O. Box 112

Contract For:

Electrical

Independence, Iowa 50644

Contract Date:

May 2,2012

Attn: Doug Larson

Please submit an itemized quotation for changes in the Contract Sum and/or Time Incidental to proposed modifications to the Contract Documents described herein. Include complete breakdown for labor, materials, profit and overhead for each item listed. Indicate effect, if any, of proposed change to completion date.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of work)

A. Electrical Items

 FEMA Area. Submit updated cost summary sheet and signed bulletin cover sheet indicating added cost to provide winter protection for FEMA area while under construction.

Contractor to return acknowledgment of this bulletin to this office by April 12, 2013 indicating

×

Increase in Contract Decrease in Contract No change in Contract

Contractor Signature

15.

Attachments: (List attached documents that support description)

NONE

Contractors are required to acknowledge receipt of this Bulletin even though their work is not affected.

HSR ASSOCIATES

By: Ben Reining

BULLETIN/CHANGE ORDER LOG PAGE 1

Independence IA Junior-Senior High School HSR #L11042

April 11, 2013



DISTRIBUTION:

Lynnette Engel, Eric Smith, Jean Peterson, Brian Eddy (ICSD) Doug Larson, Ann Schwartz (Larson Construction) Brad Simonson, Bob Freerks (HSR) PREPARED BY: Ben Reining

BULL.	REQUEST BY	DESCRIPTION	Date Issued	Date Returned	TIME/COST	C.O.#	STATUS
1	Owner	Change to Square 'D'	5/15/12	5/31/12	\$54,499.70	1	Fully executed July 16, 2012.
2	AE	Miscellaneous code items and AE omissions	5/15/12	5/29/12	\$14,512.30	2	Fully executed July 18, 2012.
3	Owner	Added classrooms	5/23/12	6/21/12	\$519,070.96	3	Fully executed July 18, 2012.
4	AE	Miscellaneous restroom finishes, finish hardware changes and unit heaters	5/24/12	8/27/12	\$21,251.75	5	Fully executed October 3, 2012
5	AE/Owner	Mechanical/electrical items	6/11/12	6/28/12	\$14,787.30	2	Fully executed July 18, 2012.
6	General Contractor	Window size changes	6/12/12	6/21/12	\$710.60	2	Fully executed July 18, 2012.
7	AE	Structural revisions	6/14/12	7/3/12	-0-	5	Fully executed October 3, 2012
8	AE/Owner	Mechanical/electrical changes	6/26/12	7/3/12	\$9,504.00	5	Fully executed October 3, 2012
9	General Contractor	Excess excavation, work by others, step footings, colored mortar, drain tile, kitchen equipment, markerboards	6/26/12	7/5/12	\$306,005.68	4	Fully executed July 18, 2012.
10R	AE/Owner	Plumbing code revisions, HVAC/ electrical changes to Laundry Room	7/30/12	8/6/12	\$18,601.00	5	Fully executed October 3, 2012
11	AE	Revisions to Brick Type 'C'	7/9/12	7/9/12	\$6,339.30	4	Fully executed July 18, 2012.
12	Owner	Revisions to service drive	7/13/12	7/25/12	\$11,412.60	5	Fully executed October 3, 2012
13 13R	Owner Owner	Fire protection at dust collector Fire protection at dust collector	7/13/12 1/31/13	01/22/13 02/05/13	\$41,891.58 \$38,624.69	Pending	AE requests revised quote Approved for CO by SB 4/4/13
14	AE	Revisions to Corridor E137	7/20/12	8/27/12	\$1,469.55	5	Fully executed October 3, 2012
15	Contractor/ Owner	Bio-pads at gym floor and wrestling office window	8/15/12	8/20/12	\$8,403.95	5	Fully executed October 3, 2012
16	Owner	AV requirements	8/17/12	8/27/12	VOID	N/A	VOID
16R	AE/Owner	AV requirements (revised)	9/6/12	9/24/12	(\$14,104.00)	6	Fully executed October 31, 2012

BULLETIN/CHANGE ORDER LOG PAGE 2 HSR #L04061 April 11, 2013

BULL.	REQUEST BY	DESCRIPTION	Date Issued	Date Returned	TIME/COST	C.O.#	STATUS
17	AE	Revisions to science rooms	8/23/12	9/26/12	\$4,486.80	6	Fully executed October 31, 2012
18	Owner	Kitchen equipment added	8/23/12	9/4/12	\$23,100.00	5	Fully executed October 31, 2012
19	AE	Mechanical revisions, Room B120	9/4/12	9/17/12	\$ 7, 686.65	6	Fully executed October 31, 2012
20	Owner	Display casework at Lobby A124	9/6/12	9/28/12	\$42,912.60	6	Fully executed October 31, 2012
21	Owner	Projector window and shelf, Room E156	9/6/12	10/5/10	\$597.10	6	Fully executed October 31, 2012
22	Owner	Layout revisions, Room F161	9/6/12	9/26/12	\$1,720.00		Approved for CO by SB 4/4/13
23	Owner	Irrigation System	9/13/12	10/15/12	\$ 53,949.17	7	Fully executed December 12, 2012
24	AE	Speakers at orchestra pit	9/18/12	10/31/12	\$ 805.00	8	Fully executed February 6, 2013
25	AE	Fire Detection code requirements	9/20/ 12	10/19/12	\$44,494.45	7	Fully executed December 12, 2012
26	AE	Interior Standing Seam Roof revisions	9/24/12	10/5/12	Revise & Resubmit	Void	Reviewed, revised quote requested by AE
26R3	AE	Interior Standing Seam Roof revisions	10/25/12	2/15/13	\$970.97	9	Fully executed March 22, 2013
27	AE/Owner	Finish Hardware & Door revisions	9/24/12	10/31/12	Revise & Resubmit	Void	
27R	AE/Owner	Finish Hardware & Door revisions	11/12/12	01/22/13	\$6,846.85	8	Fully executed February 6, 2013
28	Owner	Drinking Fountain revisions	10/2/12	10/16/12	Revise & Resubmit		Fully executed February 6, 2013
28R	Owner	Drinking Fountain Revisions	11/6/12	11/21/12	\$2,476.49	8	Rejected by Owner/AE
29	Owner	Elec. power to Practice Fields	10/8/12		Rejected	NA	Rejected by Owner/AE
30	Owner	ICN Conduit & Routing	10/8/12	10/15/12	\$ 26,005.10	7	Fully executed December 12, 2012
31	Owner	Pond Service Panels	10/11/12	10/23/12	Rejected	NA	Rejected by Owner/AE
32 32R	Owner Owner	Auditorium catwalk Auditorium catwalk	10/16/12	10/19/12 3/4/13	\$ 6,148.38	Pending	Additional information requested AE recommends SB approval
33	Owner	Parking Lot Conc. Curb	10/16/12	10/24/12	\$6,797.65	7	Fully executed December 12, 2012
34 34R	Owner Owner	Band Room & Mezz. Casework Revise proposal excluding Mezz.	10/17/12 10/29/12	10/23/12 11/7/12	Revise \$15,715.90	7	Owner requests revised quote Fully executed December 12, 2012
35 35R	AE/Owner AE/Owner	Control Rm. E156 casework revisions Control Rm. E156 casework revisions	10/22/12 11/8/12	11/1/12 12/13/12	Revise \$0.00	8	Fully executed February 6, 2013

BULLETIN/CHANGE ORDER LOG PAGE 3 HSR #L04061 April 11, 2013

BULL.	REQUEST BY	DESCRIPTION	Date Issued	Date Returned	TIME/COST	C.O.#	STATUS
36	AE	Fire dampers at FEMA area	10/25/12	11/7/12	Revised CB		
36R	AE	Fire/Back Draft Damper Alternate	11/14/12	12/13/12	\$2,822.60	8	Fully executed February 6, 2013
37	Owner/AE/GC	Misc. General Items	11/6/12	11/23/12	Void		
37R	AE	Misc. General Items	12/10/12	12/12/12	(\$3,116.00)	8	Fully executed February 6, 2013
38	AE	FEMA Room Generator Changes	12/13/12	01/24/13	\$16,364.70	8	Fully executed February 6, 2013
39	AE/Contractor	Modifications by EC for AV changes	12/18/12	01/22/13	\$2,306.70	8	Fully executed February 6, 2013
40	Owner/Contractor	Add logo to end of bleachers Provide credit for CMU chases	01/03/13	01/07/13	(\$5,384.00)	8	Fully executed February 6, 2013
41	AE/Contractor	Elec. panel revisions per coordination study	01/03/13	01/04/13	\$1,736.90	8	Fully executed February 6, 2013
42	AE/Contractor	FA contacts, Remote Switches,& partial	1/31/13	2/11/13	\$ 30,988.10		
	W04000 80 10	access control rough-in					Fully executed March 22, 2013
42R2	AE/Contractor	Same as above	2/26/13	3/14/13	\$ 29,047.79	9	
43	Owner	Filtration Fan Silencers	2/12/13	2/19/13	\$ 4,318.60	9	Fully executed March 22, 2013
44	Contractor	Delete CMU wall & add pitched roof above door E150	2/12/13	3/1/13	(\$ 563.95)		
44R	Contractor	Same as above	3/5/13	3/5/13	(\$ 997.50)	9	Fully executed March 22, 2013
45	Owner	ICN Raceway	2/13/13	2/25/13			
45R	Owner	ICN Raceway	3/18/13	3/18/13	\$ 12,795.20	9	Fully executed March 22, 2013
46	AE/Contractor	Fire alarm horn strobe device & cylinder lock@ sound rooms, Elec devices @ spotlight platforms.	2/14/13	4/2/13	\$ 3,142.30		AE recommends SB approval
47	AE	Gutter's & paver's @ skylights. Orchestra Pit revisions	2/19/13	4/2/13	\$ 21,551.75		AE requests revised quote
48	Owner/AE	Tormentor Bars & Type 'V' fixtures	2/26/13	4/5/13	\$ 34,073.40		AE recommends SB approval
49	Owner/AE	Auditorium under slab 4" conduit	2/28/13	3/1/13	\$ 2,256.30	9	Fully executed March 22, 2013
50	Owner	Scorer's Table	3/4/13	3/14/13	\$ 3,256.00	9	Fully executed March 22, 2013
51	Owner	Gymnasium floor striping/graphics/logos	3/13/13	4/1/13	\$ 5,722.89		AE requests revised quote
51R	Owner	Gym Floor/Graphics/Logo	4/10/13	4/10/13	\$ 3,742.89		AE recommends SB approval
52	AE/Owner	Rm B112 circuit & wireless clock receptacles	3/13/13	4/2/13	\$ 1,705.00		AE recommends SB approval

BULLETIN/CHANGE ORDER LOG PAGE 4

PAGE 4 HSR #L04061 April 11, 2013

BULL.	REQUEST BY	DESCRIPTION	Date Issued	Date Returned	TIME/COST	C.O.#	STATUS
53	Owner	Added volleyball cross courts and stations at weight room	4/2/13	4/2/13	\$ 4,053.12		AE recommends SB approval
54	State Inspector	Fire rated rooms behind stage area	4/9/13				Awaiting Contractors quote
55	Owner	Concession rooms dedicated circuits	4/5/13	4/8/13	\$ 1,094.50		AE recommends SB approval
56	General Contractor	Winter protection at FEMA area	4/5/13	4/5/13	\$ 64,945.10		AE recommends SB approval
ravie:		3787 31-3					

Breakeven Analysis on QTY SOLD (as of 4/11/13) Leinbaugh Field Paver Project

\$2,500 10 \$350 \$1,500 \$1,500	\$64,650	\$1,160 \$145 \$16 Fotal Sold) \$13,195 Total Sold) \$1,344 \$26,139	\$6,800 \$5,100 \$21,000 \$6,400 \$0	(\$288)
4' x 8' Paver Price Aty Sold (max 3800) 2' x 2' Paver Price Aty Sold 4" x 8" Paver Price Aty Sold Picnic Table Price Aty Sold	Total Sales	Stencil, Sandblast, Paint for 4' x 8' Stencil, Sandblast, Paint for 2' x 2' Stencil, Sandblast, Paint for 4" x 8" Variable costs per 4' x 8' Pavers (Based on Total Sold) Variable costs per 2' x 2' Pavers (Based on Total Sold) Variable costs per 4" x 8" Pavers (Based on Total Sold) Total Variable Costs	Fixed Costs 4" x 8" Pavers (10,000 @ \$.64 ea) 2' x 2' Pavers (350 @ \$15 ea) Labor for Paver Install Picnic Tables (8 @ \$800 ea) Concrete (1290 sq. ft.; 6" thick) Total Fixed Costs per period	Net Profit (Loss)

Breakeven Analysis on QTY PAID (as of 4/11/13) Leinbaugh Field Paver Project

\$2,500 10 \$350 59 \$75 72 \$1,500	\$52,550	\$1,160 \$145 \$16 \$11,600 \$8,555 \$1,152 \$1,152	\$6,800 \$5,100 \$21,000 \$6,400 \$0 \$0	(\$8,057)
4' x 8' Paver Price Qty Sold (max 3800) 2' x 2' Paver Price Qty Sold 4" x 8" Paver Price Qty Sold Picnic Table Price Qty Sold	Total Sales Variable Costs	Stencil, Sandblast, Paint for 4' x 8' Stencil, Sandblast, Paint for 2' x 2' Stencil, Sandblast, Paint for 4" x 8" Variable costs per 4' x 8' Pavers (Based on Total Sold) Variable costs per 2' x 2' Pavers (Based on Total Sold) Variable costs per 4" x 8" Pavers (Based on Total Sold) Total Variable Costs	Fixed Costs 4" x 8" Pavers (10,000 @ \$.64 ea) 2' x 2' Pavers (350 @ \$15 ea) Labor for Paver Install Picnic Tables (8 @ \$800 ea) Concrete (1290 sq. ft.; 6" thick) Total Fixed Costs per period	Net Profit (Loss) Net Profit (Loss) without Picnic Tables

Independence Junior ~Senior High School



Guidance Office

514 Fifth Avenue SE Independence IA 50644 (319) 332-0707

Fax: (319) 334-6096

Bret Adams, Counselor

Shalon Frye, Counselor

Jeanne Bachman, Secretary

March 27, 2013

2013 Early Graduation Applicants

The seniors listed below have applied for early graduation. They will graduate in March 2013, at the end of Term 3 if they have earned the required fifty four credits and their request is approved by the Independence School Board.

Bret Adams Senior High Guidance Counselor

March 2013 Graduates

**Brooke Carmona

***Wyatt Durnan

**Emily Holmes

***Haylee (Barth) Land

**Jordan Shannon

***Natasha Simmons

**Applied 3/26/2013 – not on original list sent to the board
***BCSC students that will have completed credits to graduate at the end of Term 3 (3/21/13)

March 26, 2013

Jean Peterson Superintendent Independence Schools

RE: MUSTANG FOUNDATION INC. BOARD OF TRUSTEES

Dear Jean.

We would ask that the school board at their next meeting would approve appointment of additional trustees to the Mustang Foundation Board. Casey Reinkoester has resigned from the board. The Board of Trustees also amended the By Laws to provide up to 13 members to our board. The board is appointed to a three (3) year term, but we have staggered terms so that one third of the board is appointed each year. The two school board representatives are appointed for a one year term. We would request that the school board would appoint: Charles McCardle to serve out the remainder of Casey Reinkoester's term which would expire in October 2013, Lloyd Davis would be appointed to a new term that would expire in October 2013 and Susan Johnson would be appointed to a new term that would expire in October 2015.

The current members of the Mustang Foundation and their terms are as follows:

Lans Flickinger term expires October 2013
Rob Robinson term expires October 2014
Susie Toale term expires October 2014
Dr. Dan Kegler term expires October 2015
Meredith Miller term expires October 2015
Scott Geater term expires October 2015
Rusty Donnelly served one year term as school board representative
John Christensen served one year term as school board representative

Thank you for your consideration in this matter.

YOURS VERY TRULY,

LANS FLICKINGER

CRAIG, WILSON & FLICKINGER

AJF:med

Apple Inc. Education Price Quote

Customer:

Steve Noyes INDEPENDENCE COMM S DISTRICT

3193347405 phone

snoyes@independence.k12.ia.us email

Apple Inc:

Craig Reyes 12545 Riata Vista Circle MS: 183-IES

Austin, TX 78727 512-6746894 ph 800-5900325 fax craigr@apple.com email

Apple Quote:

2200615028

Quote Date:

4-Apr-2013

Quote Valid Until:

4-May-2013

Quote Comments:

	Part Number	Details & Comments	Qty	Unit List Price	Unit Discount Price	Extended Disc. Price
1	ZONQ	Mac mini with OS X Server 065-C0H6 2.3GHz Quad-core Intel Core i7 065-C0HD 8GB 1600MHz DDR3 SDRAM - 2x4GB 065-C17M 2x1TB Serial ATA Drive @ 5400 rpm 065-C0J2 User's Guide (English)	1	1,069.00	1,004.86	1,004.86
2	MB572Z/B	Mini DisplayPort to VGA Adapter	1	29.00	27.26	27.26
3	H8082LL/A	JAMF CASPER JUMPSTART-(2-DAY ONSITE)-USA	1	6,000.00	5,640.00	5,640.00
4	D3652LL/A	APS Custom Architecture and Integration Services Fixed Price	1	1,700.00	1,598.00	1,598.00
5	D5562LL/A	APS PROJECT MGMT SVCS FIXED BID-USA	1	. 8,500.00	7,990.00	7,990.00
6	D3652LL/A	APS Custom Architecture and Integration Services Fixed Price	1	2,900.00	2,726.00	2,726.00
7	D3652LL/A	APS Custom Architecture and Integration Services Fixed Price	1	2,900.00	2,726.00	2,726.00
8	D6156LL/A	APS CUSTOM SETUP INT SVCS-USA	465	40.00	37.59	17,481.05
9	H8070LL/A	JAMF CASPER 8 EDU+1YR MNT 250-999-USA	650	16.00	15.03	9,770.45
10	D6014Z/A	iPhoto '11 Volume Licenses: 20+ seats, price per seat	155	7.99	7.51	1,164.15
11	D6016Z/A	iMovie '11 Volume Licenses: 20+ seats, price per seat	155	7.99	7.51	1,164.15
12	D6018Z/A	GarageBand Volume Licenses: 20+ seats, price per seat	155	7.99	7.51	1,164.15
13	MD564ZM/A	Apple USB SuperDrive	5	79.00	74.26	371.29
14	BH608LL/A	MacBook Air 5-pack (11"/1.7GHz i5/4GB/64GB flash storage/Intel HD Graphics 4000)	93	4,645.00	4,366.27	406,063.54
15	MD592LL/A	Apple 45W MagSafe 2 Power Adapter (for MacBook Air)	25	79.00	74.26	1,856.43
16	MC704ZM/A	Apple USB Ethernet Adapter	10	29.00	27.25	272.53
17	H8153ZM/A	Brenthaven Trek Sleeve for 11" MacBook Air	500	19.95	18.75	9,375.66
18	TP240LL/A	Brenthaven Twenty Pack Shoulder Strap	25	49.95	46.94	1,173.60
			Edu List Price	e Total		501,682.10
			- Total Disco	ount		30,112.98
			Extended Dis	sc. Sub Total		471,569.12

Extended Disc. Total Price®

471,569.12

*In most cases Extended discounted Total price does not include Sales Tax *If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Completing your order is easy:

*Reference Apple Quote number 2200615028 on your Purchase Order

*Fax a copy of this quote along with your Purchase Order to 800-5900325:

Apple Inc. 12545 Riata Vista Circle MS: 183-IES Austin, TX 78727

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE CLICK HERE TO APPLY FOR A CONTRACT.

 B. IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE
- INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.

YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.

D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL 4-May-2013 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

SEA # 1050403

Opportunity ID: 120994735

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Document rev 1.0

Date of last revision - April 27th, 2012

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the Twenty-seventh day of March in the year Two Thousand Thirteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Independence Community School District 1207 1st Street West Independence, IA 50644 Telephone Number: (319) 334-7400

and the Vendor:

(Name, legal status, address and other information)

Lowery McDonnell Company 208 Oak Ridge Circle Waverly, IA 50677 Telephone Number: (319) 596-5120 Fax Number: (630) 227-1010

for the following Project:

(Name, location and detailed description)

Independence IA Junior-Senior High School 700 20th Avenue S.W. Independence, IA 50644

HSR L11042-F

Furniture package for the new junior-senior high school: Base Bids A, B, C, D and F

The Architect:

(Name, legal status, address and other information)

HSR Associates, Inc. 100 Milwaukee Street La Crosse, WI 54603 Telephone Number: (608) 784-1830 Fax Number: (608) 782-5844

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 ENUMERATION OF CONTRACT DOCUMENTS
- 6 MISCELLANEOUS PROVISIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

- § 1.1 The Vendor shall fully execute the Work described in the Contract Documents.
- § 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.
- § 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

- § 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)
- § 2.2 The Vendor shall complete the Work not later than the following date: August 15, 2013. (Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)
- (Table deleted)

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be One Hundred Eighty-Three Thousand Three Hundred Fifteen Dollars and Four Cents (\$ 183,315.04), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS § 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms: (Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

As outlined in Document A251, Article 8.

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

- § 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.
- § 5.2 The General Conditions are AIA Document A251TM–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment. See attached.
- § 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated , and are as follows: N/A.

(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

(Table deleted)

§ 5.4 The Drawings are enumerated as follows:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
ID500	Overall Furniture Plan	February 21, 2013
ID510	Seg 'A' Furniture Plan	February 21, 2013
ID511	Seg 'B' Furniture Plan	February 21, 2013
ID512	Seg 'C' Furniture Plan	February 21, 2013
ID513	Seg 'D' Furniture Plan	February 21, 2013
ID514	Seg 'E' Furniture Plan	February 21, 2013
ID515	Seg 'F' Furniture Plan	February 21, 2013

§ 5.5 Addenda, if any, are enumerated as follows:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
1	March 12, 2013	1

§ 5.6 Other Contract Documents are as follows:

(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

Attachment A: Furniture Bid Package as submitted by Lowery McDonnell Company.

ARTICLE 6 MISCELLANEOUS PROVISIONS

- § 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.
- § 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.
- § 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007. (List any required limits for insurance.)

(Table deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	VENDOR (Signature)	
Brian C. Eddy, Board President	Roger Johnson (Iowa Manager)	
(Printed name and title)	(Printed name and title)	

Additions and Deletions Report for

AIA® Document A151™ – 2007

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 12:50:43 on 03/28/2013.

PAGE 1

AGREEMENT made as of the Twenty-seventh day of March in the year Two Thousand Thirteen

Independence Community School District 1207 1st Street West Independence, IA 50644 Telephone Number: (319) 334-7400

Lowery McDonnell Company 208 Oak Ridge Circle Waverly, IA 50677 Telephone Number: (319) 596-5120 Fax Number: (630) 227-1010

(Name, location and detailed description)

Independence IA Junior-Senior High School HSR L11042-F 700 20th Avenue S.W. Independence, IA 50644

Furniture package for the new junior-senior high school: Base Bids A, B, C, D and F

HSR Associates, Inc. 100 Milwaukee Street La Crosse, WI 54603 Telephone Number: (608) 784-1830 Fax Number: (608) 782-5844

PAGE 2

§ 2.2 The Vendor shall complete the Work not later than the following date: August 15, 2013.

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(1263158867)

Portion of Work

Substantial Completion date

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be <u>One Hundred Eighty-Three Thousand Three Hundred Fifteen Dollars and Four Cents</u> (\$ 183,315.04), subject to additions and deductions as provided in the Contract Documents.

As outlined in Document A251, Article 8.

Brian C. Eddy, Board President

PAGE 3

- § 5.2 The General Conditions are AIA Document A251[™]–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment. See attached.
- § 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated $\,$, and are as follows: $\,$ N/A.

Section	Title	Pages	
 <u>ID500</u>	Overall Furniture Plan		February 21, 2013
ID510 ID511 ID512 ID513 ID514 ID515	Seg 'A' Furniture Plan Seg 'B' Furniture Plan Seg 'C' Furniture Plan Seg 'D' Furniture Plan Seg 'E' Furniture Plan Seg 'F' Furniture Plan		February 21, 2013 February 21, 2013 February 21, 2013 February 21, 2013 February 21, 2013 February 21, 2013
	March 12, 2013	<u>1</u>	
Attachment A: Furniture B	id Package as submitted by Lov	very McDonnell Company.	
Type of insurance		Limit of liability (\$0.00)	
PAGE 4		5	

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User Notes: (1263158867)

Roger Johnson (Iowa Manager)

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Bradley B. Simonson, 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 12:50:43 on 03/28/2013 under Order No. 8591317308_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A151 $^{\text{TM}}$ – 2007, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)		*	
(Dated)	3 13		

$\blacksquare AIA^{\circ}$ Document A151 $^{\circ}$ – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the Twenty-seventh day of March in the year Two Thousand Thirteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Independence Community School District 1207 1st Street West Independence, IA 50644 Telephone Number: (319) 334-7400

and the Vendor:

(Name, legal status, address and other information)

Business Interiors by Staples 1447 Oak Forest Drive Onalaska, WI 54650 Telephone Number: (608) 791-4050

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

Independence IA Junior-Senior High School 700 20th Avenue S.W. Independence, IA 50644

HSR L11042-F

Furniture package for the new junior-senior high school: Base Bid E

The Architect:

(Name, legal status, address and other information)

HSR Associates, Inc. 100 Milwaukee Street La Crosse, WI 54603

Telephone Number: (608) 784-1830 Fax Number: (608) 782-5844

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A251-2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 ENUMERATION OF CONTRACT DOCUMENTS
- 6 MISCELLANEOUS PROVISIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

- § 1.1 The Vendor shall fully execute the Work described in the Contract Documents.
- § 1.2 The Contract Documents consist of this Agreement, conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior and subsequent negotiations, representations or agreements, either written or oral, unless the procedure for a change in terms is followed as described in Section 1.3. An enumeration of the Contract Documents, other than Modifications, appears in Article 5.
- § 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION

- § 2.1 The date of commencement of the Work shall be the date of this Agreement, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)
- § 2.2 The Vendor shall complete the Work not later than the following date: August 15, 2013. (Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

(Table deleted)

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be Forty Thousand Two Hundred Seventy-Three Dollars and Thirty-Four Cents (\$40,273.34), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS § 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms: (Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

As outlined in Document A251, Article 8.

§ 4.2 PROGRESS PAYMENTS

§ 4.2.1 Based upon applications for payment submitted to the Owner by the Vendor, the Owner shall make progress payments on account of the Contract Sum to the Vendor as provided below and elsewhere in the Contract Documents.

§ 4.2.2 Each application for payment shall be based on the payment terms as described in Section 4.1.1 and shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require.

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

- § 5.1 The Contract Documents, except for Modifications issued after execution of this Agreement, include this Agreement and the following other documents listed in Sections 5.2 through 5.6.
- § 5.2 The General Conditions are AIA Document A251TM_2007, *General Conditions of the Contract for Furniture, Furnishings and Equipment*. See attached.
- § 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated , and are as follows: N/A.

(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

(Table deleted)

§ 5.4 The Drawings are enumerated as follows:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
ID500	Overall Furniture Plan	February 21, 2013
ID510	Seg 'A' Furniture Plan	February 21, 2013
ID511	Seg 'B' Furniture Plan	February 21, 2013
ID512	Seg 'C' Furniture Plan	February 21, 2013
ID513	Seg 'D' Furniture Plan	February 21, 2013
ID514	Seg 'E' Furniture Plan	February 21, 2013
ID515	Seg 'F' Furniture Plan	February 21, 2013

§ 5.5 Addenda, if any, are enumerated as follows:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
1	March 12, 2013	1

§ 5.6 Other Contract Documents are as follows:

(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

Attachment A: Furniture Bid Package as submitted by Business Interiors by Staples.

ARTICLE 6 MISCELLANEOUS PROVISIONS

- § 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.
- § 6.2 The terms and provisions contained in the documents enumerated in Sections 5.2 through 5.5 shall take precedence over conflicting terms and provisions contained in documents enumerated in Section 5.6.
- § 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007. (List any required limits for insurance.)

(Table deleted)

(1515082082)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)	VENDOR (Signature)	
Brian C. Eddy, Board President	Jim Oberle (Sales)	
(Printed name and title)	(Printed name and title)	

1

Additions and Deletions Report for

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AGREEMENT made as of the Twenty-seventh day of March in the year Two Thousand Thirteen

Independence Community School District 1207 1st Street West Independence, IA 50644 Telephone Number: (319) 334-7400

Business Interiors by Staples 1447 Oak Forest Drive Onalaska, WI 54650 Telephone Number: (608) 791-4050

Independence IA Junior-Senior High School

HSR L11042-F

700 20th Avenue S.W. Independence, IA 50644

Furniture package for the new junior-senior high school: Base Bid E

HSR Associates, Inc. 100 Milwaukee Street La Crosse, WI 54603 Telephone Number: (608) 784-1830 Fax Number: (608) 782-5844

PAGE 2

§ 2.2 The Vendor shall complete the Work not later than the following date: August 15, 2013.

Portion of Work

Substantial Completion date

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be Forty Thousand Two Hundred Seventy-Three Dollars and Thirty-Four Cents (\$ 40,273.34), subject to additions and deductions as provided in the Contract Documents.

As outlined in Document A251, Article 8.

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User Notes:

- § 5.2 The General Conditions are AIA Document A251TM–2007, General Conditions of the Contract for Furniture, Furnishings and Equipment. See attached.
- § 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated , and are as follows: N/A.

Section	Title		Pages	
ID500 ID510 ID511 ID512 ID513 ID514 ID515	Overall Furniture Plan Seg 'A' Furniture Plan Seg 'B' Furniture Plan Seg 'C' Furniture Plan Seg 'D' Furniture Plan Seg 'E' Furniture Plan Seg 'F' Furniture Plan			February 21, 2013 February 21, 2013 February 21, 2013 February 21, 2013 February 21, 2013 February 21, 2013 February 21, 2013
<u>1</u> 	March 12, 2013		1	
Attachment A: Furniture B	id Package as submitted by Bu	siness Interiors by Sta	ples.	
Type of insurance		Limit of liability (\$0.0)0)	
PAGE 4				
Brian C. Eddy, Board Pre	esident	Jim Oberle (Sales	s)	

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, Bradley B. Simonson, 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 12:12:28 on 03/28/2013 under Order No. 8591317308_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A151TM – 2007, Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)	1550y 10 31 32 32 32 32 32 32 32 32 32 32 32 32 32	
(Title)		
(Dated)		AR

$\blacksquare AIA^{\circ}$ Document A151 $^{\circ}$ – 2007

Standard Form of Agreement between Owner and Vendor for Furniture, Furnishings and Equipment where the Basis of Payment is a Stipulated Sum

AGREEMENT made as of the Twenty-seventh day of March in the year Two Thousand Thirteen (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Independence Community School District 1207 1st Street West Independence, IA 50644 Telephone Number: (319) 334-7400

and the Vendor:

(Name, legal status, address and other information)

School Specialty, Inc. 100 Paragon Parkway Mansfield, OH 44903

Telephone Number: (800) 305-0174

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

Independence IA Junior-Senior High School 700 20th Avenue S.W. Independence, IA 50644

HSR L11042-F

Furniture package for the new junior-senior high school: Base Bid G

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

HSR Associates, Inc. 100 Milwaukee Street La Crosse, WI 54603 Telephone Number: (608) 784-1830

Fax Number: (608) 782-5844

The Owner and Vendor agree as follows.

ADDITIONS AND DELETIONS:

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- § 1.3 A change in terms to this Agreement shall become valid only by means of a Modification signed by both the Owner and Vendor.

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- § 2.2 The Vendor shall complete the Work not later than the following date: August 15, 2013. (Insert a calendar date. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier completion of certain portions of the Work.)

(Table deleted)

ARTICLE 3 CONTRACT SUM

The Owner shall pay the Vendor the Contract Sum in current funds, including all applicable taxes, for the Vendor's performance of the Contract. The Contract Sum shall be Twenty-Three Thousand Sixty-Seven Dollars and Fifty-Three Cents (\$23,067.53), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 4 PAYMENTS § 4.1 PAYMENT TERMS

The Owner shall make payments to the Vendor in conformance with the following payment terms: (Insert payment terms, including net days from approval of application for payment and criteria for deposits, discounts, progress payments, special orders, changes, cancellations and restocking, and final payment.)

As outlined in Document A251, Article 8.

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- \S 5.3 The Supplementary Conditions, other Conditions of the Contract and Specifications are dated , and are as follows: N/A.

(Either list the Specifications here or refer to an exhibit attached to this Agreement. If a project manual is not used, indicate here.)

(Table deleted)

§ 5.4 The Drawings are enumerated as follows:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
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ID511	Seg 'B' Furniture Plan	February 21, 2013
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ID515	Seg 'F' Furniture Plan	February 21, 2013

§ 5.5 Addenda, if any, are enumerated as follows:

(Either list the Addenda here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages	
1	March 12, 2013	1	

§ 5.6 Other Contract Documents are as follows:

(List only those portions of furniture, furnishings and equipment quotations or orders that are to be included in the Contract Documents.)

Attachment A: Furniture Bid Package as submitted by School Specialty, Inc..

ARTICLE 6 MISCELLANEOUS PROVISIONS

- § 6.1 The Vendor shall make no payment to persons employed by the Owner or consultants for the Owner, with regard to this Agreement, without disclosure and written approval of the Owner.
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- § 6.3 The Vendor shall purchase and maintain insurance as set forth under Article 13 of A251–2007. (List any required limits for insurance.)

(Table deleted)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Init.

Brian C. Eddy, Board President

(Printed name and title)

Jeff Young (Account Manager) Assistant

(Printed name and title)

Additions and Deletions Report for

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Furniture package for the new junior-senior high school: Base Bid G

HSR Associates, Inc. 100 Milwaukee Street La Crosse, WI 54603 Telephone Number: (608) 784-1830 Fax Number: (608) 782-5844

PAGE 2

§ 2.2 The Vendor shall complete the Work not later than the following date: August 15, 2013.

Portion of Work

Substantial Completion date

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As outlined in Document A251, Article 8.

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Section	Title	Pages		
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1	March 12, 2013	<u>1</u>		
Attachment A: Furniture	e Bid Package as submitted by Sch	hool Specialty, Inc		
Type of insurance		Limit of liability (\$0.00)		
PAGE 4				
Brian C. Eddy, Board I	President	Jeff Young (Account M	anager)	

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Bruh B Shine (Signed)

RESIDENT

(Title)

3.29.13

(Dated)

Las Las Las



General Conditions of the Contract for Furniture, Furnishings and Equipment

for the following PROJECT:

(Name, location, and brief description)

Independence IA Junior-Senior High School 700 20th Avenue S.W. Independence, IA 50644 Furniture package for the new junior-senior high school

THE OWNER:

(Name, legal status, address and other information)

Independence Community School District 1207 1st Street West Independence, IA 50644 Telephone Number: (319) 334-7400

THE ARCHITECT:

(Name, legal status, address and other information)

HSR Associates, Inc. 100 Milwaukee Street La Crosse, WI 54603 Telephone Number: (608) 784-1830 Fax Number: (608) 782-5844

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 VENDOR
- 4 TITLE AND RISK OF LOSS
- 5 DELIVERY AND INSTALLATION
- 6 ACCEPTANCE
- 7 WARRANTIES
- 8 PAYMENT
- 9 ARCHITECT
- 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS
- 11 TIME

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- 12 PROTECTION OF PERSONS AND PROPERTY
- 13 INSURANCE
- 14 MISCELLANEOUS PROVISIONS
- 15 CLAIMS AND DISPUTES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

- § 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Vendor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as the request for quotation or the Vendor's quotation.
- § 1.1.2 Modification. A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Architect.
- § 1.1.3 The Contract. The Contract Documents form the Contract for Furniture, Furnishings and Equipment. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Vendor; (2) between the Owner and a sub-vendor; (3) between the Owner and the Architect or the Architect's consultants; or (4) between any persons or entities other than the Owner and the Vendor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- § 1.1.4 The Work. The term "Work" means the fabrication, shipping, warehousing, delivery, installation and all other labor, materials and activities required of the Vendor. The Work may constitute the whole or a part of the Project with regard to the furniture, furnishings and equipment required by the Contract Documents.
- § 1.1.5 The Project. The Project is the total construction and installation of which the Work performed under the Contract may be the whole or a part. Other vendors and contractors under separate agreements with the Owner may concurrently perform construction or other activities for the Project.
- § 1.1.6 The Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- § 1.1.7 The Specifications. The Specifications are that portion of the Contract Documents consisting of the written requirements for furniture, furnishings, equipment, systems, quality and workmanship standards for the Work.
- § 1.1.8 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Vendor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Vendor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Unless otherwise stated in the Contract Documents, words that have well-known technical or furniture, furnishings and equipment industry meanings are used in the Contract Documents in accordance with such recognized meanings.

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- § 1.2.3 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Sections in the document or (3) the titles of other documents published by the American Institute of Architects.
- § 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE § 1.3.1 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 will retain all common law, statutory and other reserved rights, including copyrights. The Vendor, sub-vendors and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.3.2 The Vendor, sub-vendors and suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Vendor, sub-vendors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.4 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER § 2.1 GENERAL

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 9.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- § 2.2.1 Unless otherwise provided in the Contract Documents, the Owner shall provide
 - .1 areas of the Project premises that the Vendor may utilize in the performance of the Work;
 - .2 access to the premises for the Vendor at reasonable times;
 - .3 suitable space for receipt, inspection, acceptance and staging of materials, furniture, furnishings and equipment;
 - .4 temporary utilities and facilities on the premises and vertical transportation necessary for progress and execution of the Work; and
 - .5 security normal for the Project premises.
- § 2.2.2 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall furnish any other information or services under the Owner's control and relevant to the Vendor's performance of the Work with reasonable promptness after receiving the Vendor's written request for such information or services.

ARTICLE 3 VENDOR

§ 3.1 GENERAL

- § 3.1.1 The Vendor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Vendor" means the Vendor or the Vendor's authorized representative.
- § 3.1.2 The Vendor shall perform the Work in accordance with the Contract Documents.

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- § 3.1.3 The Vendor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections or approvals required or performed by persons or entities other than the Vendor.
- § 3.2 REVIEW OF CONTRACT DOCUMENTS AND INSPECTION OF PROJECT PREMISES BY VENDOR § 3.2.1 Execution of the Contract by the Vendor is a representation that the Vendor has visited the Project premises or, if the Project premises have not yet been constructed, has reviewed the documents pertaining thereto; has become familiar with local conditions under which the Work is to be performed and information relative to access to and use of

the Project premises, as provided by the Owner under Section 2.2; and has correlated personal observations with

requirements of the Contract Documents.

- § 3.2.2 Because the Contract Documents are complementary, the Vendor shall, before starting each portion of the Work, (1) carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.1; (2) take field measurements of any existing conditions related to that portion of the Work; and (3) observe any conditions of the access route or on the Project premises affecting the Work. These obligations are for the purpose of facilitating delivery and installation by the Vendor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, the Vendor shall report promptly to the Architect any errors, inconsistencies or omissions discovered or made known to the Vendor as a request for information in such form as the Architect may require. It is recognized that the Vendor's review of the Contract Documents is made in the Vendor's capacity as a Vendor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Vendor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Vendor shall report promptly to the Architect any nonconformity discovered by or made known to the Vendor as a request for information in such form as the Architect may require.
- § 3.2.4 In addition to the Vendor's representations under Section 3.2.1, the Vendor shall, prior to shipment, delivery and installation, visit and inspect the Project premises in order to confirm the conditions under which the Work is to be performed; verify the stage of completion of the premises and the Project; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by the Owner and the condition of the premises and separate vendors; and correlate these observations with the requirements of the Contract Documents. The Vendor shall promptly report to the Owner conditions observed during such inspection or thereafter that would impede the Vendor's performance of the Work.
- § 3.2.5 If the Vendor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Vendor's notices or requests for information pursuant to Sections 3.2.2, 3.2.3 and 3.2.4, the Vendor shall make Claims as provided in Article 15. If the Vendor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.4, the Vendor shall pay such costs and damages to the Owner as would have been avoided if the Vendor had performed such obligations.

§ 3.3 SUPERVISION OF THE WORK

- § 3.3.1 The Vendor shall supervise and direct the Work, using the Vendor's best skill and attention. The Vendor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of fabrication, shipment, delivery and installation, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- § 3.3.2 The Vendor shall be responsible to the Owner for acts and omissions of the Vendor's employees, sub-vendors and their agents and employees, and other persons or entities performing or providing portions of the Work to, for or on behalf of, the Vendor or any of its sub-vendors.
- § 3.3.3 The Vendor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition for subsequent Work.

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§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Vendor shall provide and pay for labor, materials, furniture, furnishings and equipment, tools, installation equipment and machinery, delivery, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

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- § 3.4.2 The Vendor shall not make substitutions until after evaluation by the Architect and approval by the Owner.
- § 3.4.3 The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Work. The Vendor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 TAXES

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The Vendor shall pay all required sales, consumer, use and similar taxes for the Work provided by the Vendor.

§ 3.6 PERMITS, FEES NOTICES, AND COMPLIANCE WITH LAWS

- § 3.6.1 Unless otherwise provided in the Contract Documents, the Vendor shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required as of that date.
- § 3.6.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.6.3 If the Vendor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Vendor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7 SUPERINTENDENT

The Vendor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project premises during performance of the Work. The superintendent shall represent the Vendor, and communications given to the superintendent shall be as binding as if given to the Vendor.

§ 3.8 VENDOR'S SCHEDULES

- § 3.8.1 The Vendor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Vendor's progress schedule for the Work. The schedule shall not exceed time limits established in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and the Project, shall be related to the Project and related Work to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.
- § 3.8.2 The Vendor's progress schedule shall indicate dates for commencement and completion of phases of the Work, within the Contract Time, including dates for order placement, fabrication, shipping, delivery and installation. The schedule shall indicate other critical dates, such as deadlines for approval of submittals of colors, finishes, fabrics and other materials. The Vendor shall obtain and submit for the Owner's and the Architect's information written confirmation from sub-vendors of dates of fabrication and delivery.
- § 3.8.3 The Vendor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall 1) be coordinated with the Vendor's progress schedule, and 2) allow the Architect reasonable time to review submittals. If the Vendor fails to submit a submittal schedule, the Vendor shall not be entitled to any increase in Contract Sum or extension of contract completion time based on the time required for review of submittals.
- § 3.8.4 The Vendor shall perform the Work in accordance with the most recent schedules submitted to the Owner and Architect.
- § 3.8.5 The Vendor shall cooperate with the Owner and Architect in coordinating the Vendor's progress schedule with those of separate Vendors and with the requirements of the Owner and Architect. The Vendor shall cooperate in

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determining mutually acceptable dates and times for delivery, installation and inspection of the Work, and use of services and facilities provided to the Vendor, all to be confirmed in writing within a reasonable time in advance of such dates and times.

§ 3.9 DOCUMENTS FOR THE OWNER'S RECORDS

The Vendor shall maintain for the Owner one copy of the Drawings, Specifications, Addenda and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of the Work, and one copy of approved Shop Drawings, Product Data and similar required submittals. These shall be available to the Architect and shall be delivered to the Owner upon completion of the Work as a record of the Work installed.

§ 3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- § 3.10.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Vendor or a sub-vendor to illustrate some portion of the Work.
- § 3.10.2 Product Data are manufacturer's illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Vendor to illustrate materials or equipment for some portion of the Work.
- § 3.10.3 Shop Drawings, Product Data and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Vendor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. The Architect may return without action submittals that are not required by the Contract Documents.
- § 3.10.4 The Vendor shall review for compliance with the Contract Documents, and approve and submit to the Architect, Shop Drawings, Product Data and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submitted schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate vendors.
- § 3.10.5 By submitting Shop Drawings, Product Data and similar submittals, the Vendor represents to the Owner and Architect that the Vendor has (1) reviewed and approved them, and (2) determined and verified materials, field measurements and field installation criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.10.6 The Vendor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data or similar submittals until the respective submittal has been approved by the Architect.
- § 3.10.7 The Work shall be in accordance with approved submittals, except that the Vendor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or similar submittals unless the Vendor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work or (2) a Modification to the Contract has been approved authorizing the deviation. The Vendor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data or similar submittals by the Architect's approval.
- § 3.10.8 The Vendor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.10.9 Samples, once approved, constitute an express warranty that the goods will conform to the sample.
- § 3.10.10 When professional certification of performance criteria for furniture, furnishings and equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such certifications.

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§ 3.11 CLEANING UP

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§ 3.11.1 The Vendor shall keep the premises and surrounding area free from accumulation of waste materials and other debris created by operations under the Contract. At completion of the Work, the Vendor shall remove waste materials and other debris created by the Vendor's activities, the Vendor's tools, construction equipment, machinery and surplus materials from and about the Project.

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§ 3.11.2 If the Vendor fails to clean up as provided in the Contract Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Vendor for the cost thereof.

§ 3.12 INDEMNIFICATION

- § 3.12.1 To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.12.
- § 3.12.2 In claims against any person or entity indemnified under this Section 3.12 by an employee of the Vendor, a sub-vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.12.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a sub-vendor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 TITLE AND RISK OF LOSS

- § 4.1 Title to all furniture, furnishings and equipment shall be transferred to the Owner upon acceptance by the Owner pursuant to Section 6.2 or upon payment in full to the Vendor, whichever occurs first.
- § 4.2 The risk of loss, with respect to all furniture, furnishings and equipment provided by the Vendor, shall remain on the Vendor until acceptance by the Owner pursuant to Section 6.2 of the furniture, furnishings and equipment, or designated portion thereof.
- § 4.3 The Owner shall be under no obligation to insure furniture, furnishings or equipment that does not conform to the Contract Documents or that the Owner has rejected. Under such circumstances, the risk of loss shall remain with the Vendor.

ARTICLE 5 DELIVERY AND INSTALLATION

- § 5.1 The Vendor shall make delivery of all furniture, furnishings and equipment in accordance with the Vendor's progress schedule or at a time agreed upon by the Owner and Architect.
- § 5.2 The Vendor shall become fully informed of the conditions relating to delivery, installation and labor under which the Vendor's Work will be performed. The Vendor shall employ the labor, and means and methods of carrying out the Vendor's Work as the conditions require.
- § 5.3 Delivery and installation of all furniture, furnishings and equipment shall be made to the location of the Project, as specified in the Contract Documents. Installation of furniture, furnishings and equipment shall include testing as required by the Contract Documents.
- § 5.4 The Vendor shall consult with the Owner to identify a route to be used within the Project premises from the point of initial delivery at the Project premises to the place of final placement or installation. After its selection, the route shall be made available to the Vendor for delivery of furniture, furnishings and equipment as provided in Section 5.1 and Section 5.2.
- § 5.5 The Vendor shall, within a reasonable time prior to delivery, provide the Owner with schedules for access and arrange for the use of elevators and unloading facilities.

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§ 5.6 When the Vendor considers installation of all or a designated portion of the furniture, furnishings or equipment required by the Contract Documents to be complete, the Vendor shall advise the Owner and Architect in writing.

ARTICLE 6 ACCEPTANCE

- § 6.1 Prior to the tender of delivery by the Vendor, the Owner may conduct a preliminary inspection of the furniture, furnishings and equipment upon delivery for the purpose of verifying the delivery of such furniture, furnishings or equipment, including quantities. Such preliminary inspections shall not constitute acceptance of, taking charge over or control of such furniture, furnishings or equipment. Any defects, damage, deficiencies or nonconformity discovered by the Owner shall be reported to the Vendor.
- § 6.2 Upon completion of installation pursuant to Section 5.6, the Owner, with the assistance of the Architect, shall conduct an acceptance inspection. If the Owner determines that the furniture, furnishings and equipment comply with the requirements of the Contract Documents, the Owner shall notify the Vendor that the furniture, furnishings and equipment have been accepted. If the Owner determines that all or any portion of the furniture, furnishings or equipment do not conform to the requirements of the Contract Documents, the Owner shall reject such nonconforming portion by notifying the Vendor in writing of such rejection.
- § 6.3 If the Owner rejects all or any portion of the delivery, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days after the date of the inspection performed pursuant to Section 6.2. The notice shall include the specific basis for the Owner's rejection.
- § 6.4 If the Owner rejects all or any portion of the delivery, the Owner shall hold the rejected portion for a reasonable time to permit the Vendor to remove it from the Project premises.
- § 6.5 Upon rejection by the Owner, the Vendor shall have 30 days to provide acceptable evidence of arrangements to remedy the basis for rejection. If the Vendor remedies the basis for rejection, the Vendor shall notify the Owner in writing. The Owner shall have an additional period of time to conduct an acceptance inspection of the previously rejected furniture, furnishings or equipment. If the Owner agrees to accept the furniture, furnishings or equipment, the Owner shall so notify the Vendor in writing. If the Owner rejects the tender of such furniture, furnishings or equipment, the Owner shall notify the Vendor within a reasonable time, which shall not be more than 30 days. Such notice shall include the specific basis for rejection. Upon rejection, the Vendor shall remove the rejected furniture, furnishings or equipment from the Project premises.
- § 6.6 If furniture, furnishings or equipment that have been previously accepted are found not to comply with the requirements of the Contract Documents, the Owner shall be entitled to revoke acceptance so long as the Vendor does not suffer actual prejudice by virtue of the Owner's prior acceptance of such furniture, furnishings or equipment. Such revocation of acceptance shall be made by giving prompt notice to the Vendor. In such event, the Vendor shall proceed in accordance with Section 6.5.
- § 6.7 The provisions of this Article 6 do not preclude recovery of damages as provided by law.

ARTICLE 7 WARRANTIES

- § 7.1 The Vendor expressly warrants to the Owner and Architect that the Work complies with the requirements of the Contract Documents. The Vendor further warrants that the Owner shall receive the benefit of standard manufacturer's warranties and guarantees applicable to the Work.
- § 7.2 The Vendor provides to the Owner and Architect all warranties relating to the furniture, furnishings and equipment implied by law, including but not limited to the warranty of merchantability.
- § 7.3 The Vendor acknowledges that no exclusion of or limitation on warranties contained in any proposal, product literature or other submittal shall affect the warranties provided pursuant to Sections 7.1 and 7.2.

ARTICLE 8 PAYMENT

§ 8.1 Before the first application for payment, the Vendor shall submit to the Owner a quotation schedule showing the values allocated to each quotation for portions of the Work. The Vendor's quotation schedule shall be accompanied by a certified statement from the Vendor prepared in such form and supported by such data to substantiate its accuracy as

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the Owner may require. This schedule, when approved by the Owner, shall be submitted with each application for payment and shall be used as a basis for reviewing the Vendor's applications for payment.

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§ 8.2 When payment is due pursuant to the payment terms of the Agreement, the Vendor shall submit to the Owner an itemized application for payment. Such application shall be notarized, if required by the Contract Documents, and supported by such data substantiating the Vendor's right to payment as the Owner may require, such as copies of bills of lading or requisitions from sub-vendors and equipment suppliers.

ARTICLE 9 ARCHITECT § 9.1 GENERAL

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The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 9.2 ADMINISTRATION OF THE CONTRACT

- § 9.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during performance of the Work until final payment is due. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.
- § 9.2.2 The Architect will assist the Owner in coordinating schedules for fabrication, delivery and installation of the Work, but will not be responsible for failure of the Vendor or a sub-vendor to meet schedules for completion or to perform their respective duties and responsibilities in conformance with such schedules.
- § 9.2.3 The Architect will visit the Project premises at intervals appropriate to the stage of the Vendor's operations, or as otherwise agreed with the Owner, 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 will not be required to make exhaustive or continuous inspections at the Project premises to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the means, methods, techniques, and sequences or procedures of fabrication, shipment, delivery or installation, or for the safety precautions and programs in connection with the Work, since these are solely the Vendor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.
- § 9.2.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Vendor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall not have control over, charge of, or responsibility for acts or omissions of the Vendor, sub-vendors, their agents or employees, or any other persons or entities performing portions of the Work.
- § 9.2.5 The Architect has authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the completion time, and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Vendor. The Vendor shall carry out such written orders promptly.
- § 9.2.6 Unless otherwise provided, the Architect's authority shall not extend to the receipt, inspection or acceptance on behalf of the Owner of furniture, furnishings and equipment at the time of their delivery to the Project premises and subsequent installation. The Architect is not authorized to reject nonconforming Work, stop the Work or terminate the Contract.
- § 9.2.7 The Architect may recommend to the Owner rejection of Work that does not conform to the Contract Documents. A recommendation by the Architect made in good faith shall not give rise to a duty or responsibility of the Architect to the Owner, Vendor, sub-vendors, their agents or employees, or other persons or entities performing portions of the Work.

ARTICLE 10 RELATED ACTIVITIES OF OWNER OR OF SEPARATE VENDORS

§ 10.1 OWNER'S RIGHT TO PERFORM RELATED ACTIVITIES AND TO AWARD SEPARATE CONTRACTS

- § 10.1.1 The Owner reserves the right to perform activities related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other activities at the Project premises. If the Vendor claims that such action by the Owner involves delay or additional cost, the Vendor shall make such Claim as provided in Article 15.
- § 10.1.2 When separate contracts are awarded for different portions of the Project or other activities at the Project premises, the term "Vendor" in the Contract Documents in each case shall mean the vendor who executes each separate Owner-Vendor Agreement.
- § 10.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate vendor with the Work of the Vendor, who shall cooperate with them. The Vendor shall participate with other separate vendors and the Owner in reviewing their progress schedules. The Vendor shall make any revisions to the progress schedule deemed necessary after a joint review and mutual agreement. The progress schedules shall then constitute the schedules to be used by the Vendor, separate vendors and the Owner until subsequently revised.
- § 10.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs activities related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Vendor under the Contract, including, without excluding others, those stated in this Article 10, and in Article 3, Article 12 and Article 13 herein.

§ 10.2 MUTUAL RESPONSIBILITY

- § 10.2.1 The Vendor shall afford the Owner and separate vendors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Vendor's activities with theirs as required by the Contract Documents.
- § 10.2.2 If part of the Vendor's Work depends for proper execution or results upon activities by the Owner or a separate vendor, the Vendor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects resulting from their activities that would impede the Vendor in achieving proper execution and results. If the Vendor fails to report discrepancies or defects reasonably discoverable, it shall be responsible for deficiencies or defects in its Work due to such deficiencies or defects.
- § 10.2.3 The Vendor shall reimburse the Owner for costs the Owner incurs that are payable to a separate vendor because of the Vendor's delays, improperly timed activities or other damage to the Work of a separate vendor. The Owner shall be responsible to the Vendor for costs the Vendor incurs because of the delays, improperly timed activities or damage to the Work caused by a separate vendor.
- § 10.2.4 The Vendor shall promptly remedy damage it wrongfully causes to property of the Owner or separate vendors as provided in Section 12.2.4.

§ 10.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Vendor, separate vendors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and, with the Architect's assistance, allocate the cost among those responsible.

ARTICLE 11 TIME

§ 11.1 DEFINITION OF DAY

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 11.2 PROGRESS AND COMPLETION

- § 11.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Vendor confirms that the completion date stated in the Contract Documents provides a reasonable period for performing the Work.
- § 11.2.2 The Vendor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the Project premises prior to the effective date of insurance required by Article 13 to be

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furnished by the Vendor and the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 11.2.3 The Vendor shall proceed expeditiously with adequate forces and shall achieve completion by the mutually agreed upon completion date.

§ 11.3 DELAYS AND EXTENSIONS OF TIME

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§ 11.3.1 If the Vendor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes which the Architect determines may justify delay, the completion date shall be extended by mutual agreement between the Owner and the Vendor.

§ 11.3.2 CONFORMANCE TO AGREED-UPON SCHEDULES

- § 11.3.2.1 The Owner shall cooperate and coordinate its activities with the agreed—upon critical dates identified in the Vendor's progress schedule provided under Section 3.8.2.
- § 11.3.2.2 The Owner shall be responsible for costs the Vendor incurs, such as demurrage, warehousing, and storage or delivery charges, that are due to the Owner's failure to conform to the mutually agreed—upon progress schedule for the Work; to the Owner's failure, without justification, to accept delivery or final installation of furniture, furnishings and equipment; or to any other delays for which the Owner is responsible.
- § 11.3.3 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 11.3.4 This Section 11.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 12 PROTECTION OF PERSONS AND PROPERTY § 12.1 SAFETY PRECAUTIONS AND PROGRAMS

The Vendor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 12.2 SAFETY OF PERSONS AND PROTECTION OF PROPERTY

- § 12.2.1 The Vendor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to
 - .1 employees on the Work and other persons who may be affected thereby;
 - .2 the Work and materials, furniture, furnishings and equipment to be incorporated therein, whether in storage on or off the Project premises, under care, custody or control of the Vendor or sub-vendors; and
 - .3 other property at the Project premises or adjacent thereto, including property of the Owner, separate vendors or other persons, whether or not completed or installed.
- § 12.2.2 The Vendor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- § 12.2.3 When use or storage of flammable, volatile or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Vendor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 12.2.4 The Vendor shall promptly remedy damage and loss to property, other than damage to the Work, caused in whole or in part by the Vendor or anyone directly or indirectly employed by the Vendor, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Vendor.

ARTICLE 13 **INSURANCE**

§ 13.1 VENDOR'S LIABILITY INSURANCE

§ 13.1.1 The Vendor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Vendor from claims set forth below which may arise out of or result from the Vendor's operations and completed operations under the Contract and for which the Vendor may be legally liable, whether such operations be by the Vendor, by a sub-vendor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

Claims for damages, other than to the Work itself, because of injury to, or destruction of, tangible property, including loss of use resulting therefrom:

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations;

.8 Claims involving contractual liability insurance applicable to the Vendor's obligations under Section

.9 Claims for products liability and completed-operations insurance.

§ 13.1.2 The insurance required by Section 13.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and with respect to the Contractor's completed operations coverage, until the expiration of the period specified in the Contract Documents.

§ 13.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by Section 13.1.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage including coverage for completed operations shall be submitted with the final application for payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 13.1.2. The Vendor shall provide information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, with reasonable promptness.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 GOVERNING LAW

This Agreement shall be considered to be for sale of goods and shall be governed by the Uniform Commercial Code (UCC) as adopted in the place where the Project is located. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.6.

§ 14.2 SUCCESSORS AND ASSIGNS

The Owner and Vendor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Vendor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

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§ 15.1.1 Notice of Claims. Claims by either party must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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- § 15.1.2 Continuing Contract Performance. Pending final resolution of a Claim, the Vendor shall proceed diligently with performance of the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.3 Claims for Consequential Damages. The Vendor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - damages incurred by the Owner for rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - .2 damages incurred by the Vendor for principal office expenses, including the compensation of personnel stationed there; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work. Nothing contained in this Section 15.1.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 RESOLUTION OF CLAIMS AND DISPUTES

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect. An initial recommendation in writing by the Architect, followed by negotiation of the parties, shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Vendor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no recommendation having been made by the Architect.

§ 15.3 MEDIATION

- § 15.3.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Section 15.1.3, shall, after recommendation by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration, 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 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.
- § 15.3.3 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.

§ 15.4 ARBITRATION

- § 15.4.1 Any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 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 the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on such Claim 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.

- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

- § 15.4.4.1 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).
- § 15.4.4.2 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 a Claim not described in the written consent.
- § 15.4.4.3 The Owner and Vendor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Vendor under this Agreement.

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Additions and Deletions Report for

AIA[®] Document A251[™] – 2007

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 15:41:56 on 03/27/2013.

PAGE 1

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Independence IA Junior-Senior High School 700 20th Avenue S.W. Independence, IA 50644 Furniture package for the new junior-senior high school

Independence Community School District 1207 1st Street West Independence, IA 50644 Telephone Number: (319) 334-7400

HSR Associates, Inc. 100 Milwaukee Street La Crosse, WI 54603 Telephone Number: (608) 784-1830 Fax Number: (608) 782-5844

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Certification of Document's Authenticity

AIA® Document D401™ - 2003

" Charles to

I, Bradley B. Simonson, 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 15:41:56 on 03/27/2013 under Order No. 8591317308_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A251TM – 2007, General Conditions of the Contract for Furniture, Furnishings and Equipment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

BAAMBSMM
(Signed)

RESIDENT
(Title)

3.29.13



BID SUMMARY

PROJECT NAME:	INDEPENDENCE COMMUNITY SCHOOL HIGH SCHOOL, INDEPENDENCE IOWA	DISTRICT, NEW JUNIOR-	SENIOR
PROJECT NO:	L11042-F		
DATE:	FEBRUARY 2013		ATTACHMENT A
BIDDER NAME:	School Specialty, Inc.		
BIDDER LOCATION:	100 Paragon Parkway, Mansfield, Ohio 44903		
INSTALLER	School Specially Inc.		
NAME:			*
Bid Group Totals	s: (Enter 0 at groups not included	in this bid.)	
Groups A-D:		Ellino en .	
A – Seating & S	eating Related Equipment	NO BID	
B – Tables & Table Related Equipment NO BID		NO BID	
C – Workstations & Desk Components		CIB 010	
D – Lounge Sea	ting & Lounge Related Equipmen	tNo Bio	
я.	Bid Total A-D	dia on:	
E – Library Shelv	ving, Tables & Desk Components	NO BIO	
F – Receptacles	_	IDO BIO	
G – Cafeteria Ta	bles & Related Components _	23,067.53	
	. 1		
TOTAL all group	ns listed above	23.067.53	5
IOTAL all group	_		
() Contract I	nformation (if any) attached:	ut.	



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BID FORM

PROJECT NAME:

INDEPENDENCE COMMUNITY SCHOOL DISTRICT, NEW JUNIOR-SENIOR HIGH

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SCHOOL, INDEPENDENCE IOWA

PROJECT NO: DATE:

L11042-F **FEBRUARY 2013**

BID GROUP:

G CAFETERIA TABLES & RELATED COMPONENTS

KEY CODE NO.

MANU. PROD. NO.

PRODUCT DESCRIPTION ORDER QUANTITY **UNIT PRICE AND EXTENDED**

PRICE

M48R-4880-38-MM-M-F

BASE PRODUCT SPECIFICATIONS

Manufacturer/Location: COMMUNITY FURNITURE, JASPER INDIANA

Local Dealer/Location: LOWERY MCDONNELL

CO, WAVERLY IOWA

Product Specifications: MENU 48" ROUND HEIGHT TABLE TOP, LAMINATE WITH CUSTOM LOGO (OWNER APPROVAL),

BLACK VINYL T-MOLD EDGE

CF-36BW

CAFÉ FOUR-PRONG LEG, NYLON GLIDES

Countertop: WILSONART, CARBON MESH

(Include product literature, drawings, photos, and detail equal to or surpassing base specification

as illustrated above. Include finishes and

4880-38

Edge: BLACK T-MOLD

Base: STANDARD

BID PRODUCT

BLACK

Size: w- 48"; d- 48"; h- 42"

(unit price)

(extended price total)

2,541.50

warranty information.)

Manufacturer/Location: AmTAB MFG

Local Dealer/Location: School Specialty

1/4"THICK 48" Round w/ custom Logo As specified

As Specified

Countertop: AS SPECIFIED

Edge: BLACK T-MOLD

Size: w-48"; d-48"; h-42"



BID FORM

PROJECT NAME:

INDEPENDENCE COMMUNITY SCHOOL DISTRICT, NEW JUNIOR-SENIOR HIGH

SCHOOL, INDEPENDENCE IOWA

PROJECT NO: DATE:

L11042-F **FEBRUARY 2013**

BID GROUP:

G_CAFETERIA TABLES & RELATED COMPONENTS

KEY CODE NO.

MANU. PROD. NO.

PRODUCT DESCRIPTION **ORDER** QUANTITY **UNIT PRICE AND**

EXTENDED

PRICE

M48R-4880-38-MM-M-F

BASE PRODUCT SPECIFICATIONS

Manufacturer/Location: COMMUNITY FURNITURE, JASPER INDIANA

Local Dealer/Location: LOWERY MCDONNELL CO, WAVERLY IOWA

Product Specifications: MENU 48" ROUND HEIGHT TABLE TOP, LAMINATE, BLACK

VINYL T-MOLD EDGE

CF-36BW

CAFÉ FOUR-PRONG LEG, NYLON GLIDES

Countertop: WILSONART, CARBON MESH 4880-38

Edge: BLACK T- MOLD

Base: STANDARD BLACK

Size: w- 48"; d- 48"; h- 42"

BID PRODUCT

(Include product literature, drawings, photos, and detail equal to or surpassing base specification as illustrated above. Include finishes and warranty information.)

Manufacturer/Location: AmTAB MFG

(unit price)

(extended price total)

Local Dealer/Location: SCHOOL SACIALTY INC

Product Specifications: 1/4 THICK 48" Round WA Laminate As
Specified.

Core: As Specified

Countertop: As Specified

Edge: BLACKT-MOLD

STO BLACK

Size: w-48"; d-48 "; h-42"

HSR Associates, Inc. 100 Milwaukee St. La Crosse, Wisconsin 54603

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Tel 608-784-1830 Fax 608-782-5844

www.hsrassociates.com

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BID FORM

PROJECT NAME:

INDEPENDENCE COMMUNITY SCHOOL DISTRICT, NEW JUNIOR-SENIOR HIGH

SCHOOL, INDEPENDENCE IOWA

PROJECT NO: DATE:

L11042-F

FEBRUARY 2013

BID GROUP:

G_CAFETERIA TABLES & RELATED COMPONENTS

KEY CODE NO.

MANU. PROD. NO.

PRODUCT DESCRIPTION ORDER QUANTITY

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UNIT PRICE AND EXTENDED

PRICE

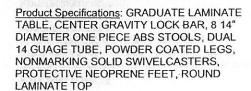
STTB41FQ M02BG

BASE PRODUCT SPECIFICATIONS

Manufacturer/Location: SICO, MINNEAPOLIS **MINNESOTA**

Local Dealer/Location: SCHOOL SPECIALTY, WATERLOO IOWA

EXT: \$5,884.13



Seat: BLACK 111

Countertop: WILSONART, MONTICELLO MAPLE 7925-38

Edge: BLACK 02 ARMOR EDGE

Base: BLACK B

Size: w- 54"; d- 60"; h- 29"

BID PRODUCT (Include product literature, drawings, photos, and (unit price)

detail equal to or surpassing base specification as illustrated above. Include finishes and warranty information.)

Manufacturer/Location:

(extended price total)

Local Dealer/Location:

Product Specifications:

Core:

Countertop:

Edge:

Base

_"; d-<u>__</u>"; h Size: w



BID FORM

PROJECT NAME:

INDEPENDENCE COMMUNITY SCHOOL DISTRICT, NEW JUNIOR-SENIOR HIGH

SCHOOL, INDEPENDENCE IOWA

PROJECT NO:

L11042-F

DATE:

FEBRUARY 2013

BID GROUP:

G_CAFETERIA TABLES & RELATED COMPONENTS

KEY CODE NO.

MANU. PROD. NO.

PRODUCT DESCRIPTION ORDER QUANTITY

5

UNIT PRICE AND EXTENDED

PRICE

(unit price)

(extended price total)

G-4

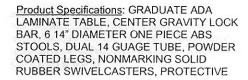
TTE41JQM 02BG

BASE PRODUCT SPECIFICATIONS

Manufacturer/Location: SICO, MINNEAPOLIS **MINNESOTA**

Local Dealer/Location: SCHOOL SPECIALTY,

WATERLOO IOWA



Seat: BLACK 111

Countertop: WILSONART, MONTICELLO MAPLE 7925-38

Base: BLACK B

Size: w- 54"; d- 60"; h- 29"

Edge: BLACK 02 ARMOR EDGE

BID PRODUCT

Local Dealer/Location:

(Include product literature, drawings, photos, and detail equal to or surpassing base specification as illustrated above. Include finishes and warranty information.)

Manufacturer/Location:

Product Specifications:

Core:

Countertop:

Edge:

<u>Size</u>: w-__"; d-__"; h- _

HSR Associates, Inc. 100 Milwaukee St. La Crosse, Wisconsin 54603

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Tel 608-784-1830 Fax 608-782-5844

www.hsrassociates.com

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BID FORM

PROJECT NAME:

INDEPENDENCE COMMUNITY SCHOOL DISTRICT, NEW JUNIOR-SENIOR HIGH

F. 644 " DO

SCHOOL, INDEPENDENCE IOWA

PROJECT NO: DATE:

L11042-F

FEBRUARY 2013

BID GROUP:

G_CAFETERIA TABLES & RELATED COMPONENTS

KEY CODE NO.

MANU. PROD. NO.

PRODUCT DESCRIPTION ORDER QUANTITY

UNIT PRICE AND EXTENDED

PRICE

G-5

TTQ41FQ M02BS

BASE PRODUCT SPECIFICATIONS

Manufacturer/Location: SICO, MINNEAPOLIS

MINNESOTA

Local Dealer/Location: SCHOOL SPECIALTY,

WATERLOO IOWA

Product Specifications: COMMUNICATOR LAMINATE OVAL TABLE, CENTER GRAVITY LOCK BAR, 12 14" DIAMETER ONE PIECE ABS STOOLS, DUAL 14 GUAGE TUBE, POWDER COATED LEGS, SWIVELCASTERS, PROTECTIVE NEOPRENE FEET

Seat: BLACK 111

Countertop: WILSONART, MONTICELLO

MAPLE 7925-38

Edge: BLACK 02 ARMOR EDGE

Base: BLACK B

Size: w- 42"; d- 121"; h- 29"

BID PRODUCT

(Include product literature, drawings, photos, and detail equal to or surpassing base specification as illustrated above. Include finishes and

warranty information.)

(unit price)

(extended price total)

Manufacturer/Location: Local Dealer/Location:

Product Specifications: ___

Countertop:

Edge:

Size: w- "; d-__"; h- __"

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BID FORM

PROJECT NAME:

INDEPENDENCE COMMUNITY SCHOOL DISTRICT, NEW JUNIOR-SENIOR HIGH

SCHOOL, INDEPENDENCE IOWA

PROJECT NO:

L11042-F

DATE:

FEBRUARY 2013

BID GROUP:

G_CAFETERIA TABLES & RELATED COMPONENTS

KEY CODE MANU. PROD.

PRODUCT DESCRIPTION ORDER QUANTITY **UNIT PRICE AND EXTENDED**

PRICE

NO.

NO.

TOTAL GROUP G:

SUBMITTED BY: School Specialty, Inc.

HSR Associates, Inc. 100 Milwaukee St. La Crosse, Wisconsin 54603

Do not a wal

Tel 608-784-1830 Fax 608-782-5844

www.hsrassociates.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT 1-414-443-0000 PRODUCER Hays Companies of Wisconsin, Inc. PHONE (A/C, No, Ext): E-MAIL FAX (A/C, No): 1200 North Mayfair Road, Suite 100 ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# Milwaukee, WI 53226 24856 INSURER A: ADMIRAL INS CO INSURER B: SENTRY INS A MUT CO 24988 INSURED School Specialty, Inc. INSURER C: NATIONAL UNION FIRE INS CO OF PITTS 19445 P. O. Box 1579 INSURER D : INSURER E: Appleton, WI 54911-1579 INSURER F: **COVERAGES CERTIFICATE NUMBER: 28891531** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** LTR 09/01/12 09/01/13 \$ 1,000,000 CA000005586-09 A **GENERAL LIABILITY** EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR \$ 10,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT \$ 09/01/12 09/01/13 COMBINED SINGLE LIMIT 90-04547-03 В \$ 1,000,000 AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ HIRED AUTOS (Per accident) AUTOS \$ 09/01/12 09/01/13 EACH OCCURRENCE **UMBRELLA LIAB** 13273329 \$5,000,000 C OCCUR **EXCESS LIAB** AGGREGATE \$5,000,000 CLAIMS-MADE \$ DED X RETENTION \$ 25,000 WORKERS COMPENSATION X WC STATU-90-04547-01 09/01/12 09/01/13 В AND EMPLOYERS' LIABILITY 09/01/13 \$ 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 90-04547-02 09/01/12 E.L. EACH ACCIDENT NIA (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Named Insureds Include: Premier Agendas, Inc.,; Premier School Agendas, Ltd; Sax Arts & Crafts, Inc.; Children's Publishing; Delta Education, LLC; Neo/SCI Corporation; Brodhead Garrett; Frey Scientific, Inc.; Sportime, LLC; Bird-in-Hand Woodworks, Inc.; Califone International; Childcraft Education, Corp.; Classroom Direct.com, LLC; Educators Publishing Service; CPO Science and School Specialty, Inc. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Evidence of Insurance ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Dal J Sopio

GROUT MUSEUM DISTRICT

Grout Museum District

503 South St Waterloo, IA 50701

Phone 319-233-8708 Fax 319-236-0500 CONTRACT #422013JD DATE: APRIL 2, 2013

Program Contract

TO:

West Elementary 1301 1st Street West Independence, Iowa 50644 FOR:

Sound Science 8:45 AM - 12:45 PM

DESCRIPTION	AMOUNT
787	Program Conditio
Sound Science	175.00
The state of the same facility approximately 20-30 months are the fit	
April 19, 2013	
B:45 AM - 12:45 PM	
Parking System to the different had that income	
to waiter (Indoors, Slink, cests over the page)	
Transportation Fee	25.80
these states a price of inform that the control of the manufaction of the	
ed a simple of the Different and the contract factor and above the	
the company of the control of the co	
n Coardination and unaversation (state will do exercising on and adding	
traversed in erections also res	
skroed Cookstant analy dende as anyther do line to line to	
Total Trade that seems to be the second period of the contract the contract of	
TOTAL	200.80

Please return this contract signed, no later than two weeks prior to the scheduled program date.

Signature: Sandy Merrit

Date: 4/5//3

Signature: Science Outreach Coordinator)

Date: 4/2/2013

Grout Museum District

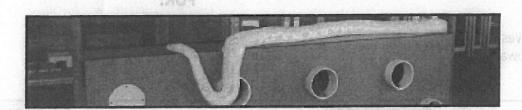
503 South St Waterloo, IA 50701

Phone 319-233-8708 Fax 319-274-0768

Terms and Conditions

Phone 319-233-8708

Fax 319-236-0500



Program Conditions:

- Imaginarium Staff will arrive to your facility approximately 20-30 minutes before the program's start time unless otherwise stated.
- In order to properly perform science demonstrations and activities we ask that hosting facility have the following items:
 - 1. Close Parking Space to Load/Unload Materials
 - 2. Sufficient Space
 - 3. Access to Water (Indoors: Sink, Outdoors: Spigot)

* If you do not have these items, please inform the Science Outreach Coordinator so that arrangements can be made.

Program Cancellation:

- Science Outreach Coordinator must be given 24 hours notice if a program is to be cancelled. Cancellation of program with less than 24 hours notice may incur a charge of \$125.00
- Science Outreach Coordinator and Imaginarium Staff will do everything in their ability to ensure the success of a program, however:
 - Science Outreach Coordinator may cancel at anytime due to illness, inclement weather, hazardous road conditions, vehicle trouble, etc., at no cost to hosting facility.
 - 2. Science Outreach Coordinator and Imaginarium Staff reserve the right to refuse service for any reason (unsafe or undesirable conditions, unsupervised or unruly children, etc.).





FIELD EXPERIENCE CONTRACTUAL AGREEMENT

This contract is made and entered into by and between the Luther College Department of Education, Decorah, Iowa and Independence School District.

PROVISIONS:

- 1. Luther College and Independence School District agree to participate, if placements are available, in the district in a field experience program, which includes, but is not limited to: Student Teaching, Student Observations, and other field experiences during the 2013-2014 academic year. This agreement may include assignments in elementary (grades Pre-K-6), secondary (grades 7-12), and special fields [Art, Music, Physical Education, and Health (K-12)].
- 2. Luther College will provide supervision by one or more of the following: faculty member(s), or trained and credentialed specialists in education, for students participating in Field Experiences who are placed in the school district identified under item 1, above.
- 3. Luther College agrees to compensate the school district in the amount of \$125 for one-half a semester or \$250 for a full semester for each student placed as a student teacher. Payment is to be made at the end of each semester after the Department of Education receives the written Student Teacher Evaluation from the Cooperating Teacher. Allocation of compensation to each cooperating teacher is to be directly made to the cooperating teacher, unless otherwise specified by the district. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period. Other field experiences identified in this agreement will be compensated with regard to time involvement and course objective, and will be stated at the time of the request.
- 4. Student Teachers and other field experience enrollees of Luther College Department of Education are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Independence School District, as well as the option of Luther College, should circumstances warrant such an action.

March 12, 2013	Debrah Jordice
	Chair, Department of Education
,	or the Lyther College Board of Regents
March 12, 2013	Helen Westeatt
	Director of Field Placement
Date	Representative for Independence School District



SCHEDULE A To Master Subscription Agreement or User Agreement

3/25/2013

Independence Community SD (MISIC)

Attn: Steve Noyes

Term 7/1/2013 - 6/30/2014

Product Name	Quantity	List Price	Discount %	Discount Amt	Total Price
Web Based MAP for Primary Grades Assessments - Full Year Subscription	285	\$12.50	4		\$3,420.00
Web Based MAP Assessments - Full Year Subscription	900	\$12.50	4		\$10,800.00
Web-Based MAP for Science Assessments - Full Year Subscription	500	\$2.50			\$1,250.00
				Grand Total	\$15,470.00

The fees above are based on Subscriber's estimated number of students listed in Quantity and cover the period of time noted in the Term.

The terms and conditions governing the products and services subscribed are set forth in your Master Subscription or User Agreement. Until the parties execute an agreement, the terms identified here are valid for 90 days from the date above.

Please scan and email your purchase order (and all applicable Master Subscription/User Agreements) to Business.Operations@nwea.org.

For more information, please contact NWEA at 503-624-1951.

*Employer ID#: 93-0686108.

WEB-BASED MAP® MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (this "Subscription") is entered into effective as of the last date set forth on the signature page (the "Effective Date") by and between NORTHWEST EVALUATION ASSOCIATION, an Oregon nonprofit corporation ("NWEA"), and the school or school district or other similar entity described below ("Subscriber"). The term "Subscriber" shall also refer to a school or group of schools forming an educational entity or any individual persons using or accessing the NWEA Program (as defined in Section 1 below) on behalf of the school or school district.

NWEA is a nonprofit corporation that provides certain testing and reporting services, commonly referred to as Measures of Academic Progress® ("MAP®"), that are comprised of some or all of the items described on Schedule A ("Services"). The Schedule A is provided as a separate attachment to the same email that this Subscription agreement is sent from. The parties agree as follows:

1. <u>Subscription</u>. Subscriber affirms its subscription to the Services for the term specified in Schedule A (the "Term"). In connection with this Subscription, NWEA grants to Subscriber a limited license to use the software and materials ("NWEA Program") that implement the delivery of the Services

Subscriber accepts the Subscription to the Services as described in <u>Schedule A</u>.

- 2. Definition. The NWEA Program includes the original and all whole or partial copies of (a) machine-readable instructions and data: (b) components; (c) content (such as test items, test scripts, images, text, graphs, charts, pictures, etc.); (d) related licensed materials such as DesCartes: A Continuum of Learning® statements ("DesCartes"), for Primary Grades Instructional Data statements, MAP® reports, Knowledge Academy, professional development workshops and coaching materials, tutorials, and Paper-Pencil Assessments; and (e) licensed documents or keys, and documentation and instructions, together with repair updates and related user manuals and accompanying media and materials, which may be amended and updated from time to time during the term of this Subscription.
- grants to Subscriber a nonexclusive, nontransferable license to access, use, and display the NWEA Program for Subscriber's internal use only for the Term of this Subscription. If the NWEA Program requires installation or downloading of a copy of all or any portion of the secure/lock down browser software ("Software"), NWEA grants to Subscriber a nonexclusive, nontransferable sublicense to install or

download the necessary portion of the Software for Subscriber's internal use only in connection with the Subscription and only during the Term. The MAP® license and Software sublicense extend only to the quantity of licenses indicated on Schedule A. The MAP® license is also limited to a maximum of three test events and one summer administration for each license per academic year. In addition to the foregoing, DesCartes is subject to additional use restrictions (documented and updated at https://reports.nwea.org) for which Subscriber is also responsible. Any loading or maintenance of DesCartes onto third party sites requires additional written permission from NWEA.

Protection from Unauthorized Use or Access. Subscriber shall not (a) copy (other than once for back-up purposes), distribute, transfer, rent, lease, or sublicense any or all of the NWEA Program or any accompanying materials; (b) permit use of the NWEA Program by anyone not employed or in contract with Subscriber; (c) modify, adapt, translate, reverse engineer, decompile, or disassemble the NWEA Program and accompanying Software; (d) remove any proprietary notices or labels on the NWEA Program; (e) use the NWEA Program in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, a content file or other work protected by the copyright laws of any jurisdiction. Subscriber shall reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the NWEA Program. If Subscriber installs a newer or upgraded version of the NWEA Program or Software, it may not use the prior version of the NWEA Program or Software from which it upgraded or transfer it to another party. Subscriber will ensure that anyone who uses the NWEA Program and Software (accessed either locally or remotely) does so only for Subscriber's authorized use and complies with the terms of this Subscription. NWEA provides its NWEA Program and Software to Subscriber pursuant to a subscription and/or license with third party vendors. Subscriber acknowledges that it will abide by the use restrictions under such subscription and/or licenses, as amended from time to time.

- Ownership. The NWEA Program is owned by NWEA or an NWEA supplier, and is copyrighted and offered through a subscription and not sold to Subscriber. All rights, title, and interest in the NWEA Program, all copies, and all updates, enhancements, modifications, and improvements, along with all intellectual property rights related thereto, shall remain with NWEA or an NWEA supplier, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The NWEA Program and all updates, enhancements, modifications, improvements are protected by United States and international copyright laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of NWEA's trade or service marks and NWEA retains all right, title, and interest in its trade and service marks. Subscriber agrees that NWEA may use, without restriction or royalty obligation, any comments, suggestions or contributions provided by Subscriber with respect to the NWEA Program during the course of Subscriber's use. Subscriber hereby grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.
- Confidential Information. Subscriber acknowledges that all test items (either in MAP or in the Paper-Pencil Assessment), underlying ideas, algorithms, item calibrations, test scripts, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the NWEA updates, Program, including enhancements. modifications, and improvements are confidential and contain trade secrets (collectively, "NWEA Confidential Information"), and Subscriber will respect such confidentiality, and shall keep all such information confidential. Subscriber agrees not to use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to Information **NWEA** Confidential Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure. This Section 6's rights and obligations shall survive the termination of this Subscription.
- 7. <u>Student Information</u>. Subscriber shall have in place a policy to address student assessment and the use of, and access to, confidential student information ("<u>Student Information</u>"). NWEA and Subscriber acknowledge that NWEA may have access to Subscriber's Student Information. NWEA agrees to respect such confidentiality and implement policies and practices to keep such information confidential. NWEA shall not disclose any Student Information regarding

Subscriber's students or their families that NWEA may learn or obtain during the course of its performance under this Subscription without the written consent of Subscriber. Absent reckless or intentional acts or omissions by NWEA, in no event will NWEA be liable for any disclosure of Student Information. Subscriber is solely responsible for ensuring the security and availability of Subscriber's own computers, computer networks, Subscriber's internet access policies, and internet connections, including security patches, choice of browser, and browser configuration settings to be used with the NWEA Program, email, and other transmissions. Subscriber acknowledges that its designated Systems Administrator controls the access and security points of the NWEA Program and may designate additional administrators with similar privileges. Subscriber must refer to the appropriate NWEA Program documentation for system and browser requirements and security and configuration settings. To receive the best service possible, Subscriber grants permission to NWEA to transfer Student Information to its contractors that have executed confidentiality agreements, for the sole purpose of maintaining, supporting and troubleshooting the NWEA Program and Software.

NWEA shall maintain FERPA. Student Information for and on behalf of Subscriber in accordance with the Family Educational Rights and U.S.C. ("FERPA"), 20 Privacy Act 1232g(a)(4)(A)(ii), 1232g(b)(1) – for the primary purpose of providing assessment and research services pursuant to this Subscription. NWEA may itself, through its own employees or employees of contractors, use the Student Information to conduct assessment and research activities, including, but not limited to, longitudinal studies, alignment studies, norming studies and the Growth Research Database ("GRD") for the benefit of Subscriber and/or for the collective benefit of Subscribers. Personally identifiable multiple information ("PII") derived from Student Information provided to NWEA may be disclosed only to NWEA employees or employees of contractors who have a educational interest in maintaining, legitimate organizing, or analyzing the data for uses authorized in this Subscription. In its annual notice to parents under the FERPA, Subscriber shall indicate that (a) Student Information will be maintained in part on behalf of Subscriber by NWEA and its contractors in order to provide assessment and research services to Subscriber; (b) NWEA employees, and employees of NWEA's contractors shall be deemed school officials for the

¹Under FERPA whenever a student has attained 18 years of age (or is attending a postsecondary institution), the consents required of and the rights accorded to parents shall thereafter only be required of or accorded to the student. References to "parent(s)" in this Subscription shall be deemed to apply to such a student.

purpose of access to PII derived from Student Information only if they have a legitimate interest in maintaining, organizing, or analyzing the data for assessment and research purposes under this Subscription; and (c) PII derived from Student Information and maintained by NWEA shall not be further disclosed to third parties, except as allowed by FERPA and authorized by Subscriber or by this Subscription agreement. Subscriber is responsible for any notices to parents required under FERPA and for providing parents/guardians with an opportunity to inspect and challenge the contents of the student records in question.

- 9. Research. Subscriber authorizes NWEA to use the Student Information for research purposes, including but not limited to, norming studies, longitudinal, or alignment studies, provided that the data are handled in a manner that protects student anonymity. In addition, NWEA is authorized to use the Student Information in the GRD maintained by NWEA which houses Subscriber's test data for each student in a secure database for legitimate educational research purposes.
- 9.1 The authorization for use of Student Information is effective from the date when Subscriber first subscribed to the NWEA Program and services. Both NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Subscription shall survive the termination or expiration of this Subscription and any renewals. NWEA shall maintain all Student Information derived under this Subscription, allowing Subscriber to continue to access the data in NWEA-augmented reporting form, including norms and learning statements.
- 9.2 NWEA shall notify Subscriber of written third party requests for disclosures of PII from Student Information. Subscriber alone may authorize actual disclosures of such information to third party organizations, and Subscriber shall be responsible for maintaining a record of the request or disclosure with the records of each student and providing the record to parents upon request, as required by 34 CFR 99.32. If Subscriber authorizes a disclosure under this Section 9.2 for a study to improve instruction, it shall authorize NWEA to enter into the required agreement with the third party organization on its behalf, consistent with 34 CFR 99.31(a)(6)(i)(C).
- 10. <u>Subscriber Information</u>. Subscriber hereby permits NWEA to use information regarding its schools or district (other than Student Information) to perform its obligations hereunder and to include such information in the GRD, to be used and disclosed to internal and external researchers that have executed confidentiality agreements. However, NWEA shall seek

permission from Subscriber before including such information that is identifiable to the school or district in any publication. This permission shall survive termination or expiration of this Subscription.

- 11. <u>Protection</u>. The NWEA Program may contain mechanical or electronic methods to prevent unauthorized use or distribution of the NWEA Program. Subscriber shall not disable or circumvent such control devices.
- 12. <u>Fees and Taxes</u>. Subscriber agrees to pay the fees for the Subscription to the Services as set forth in Schedule A during the Term. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's agreement under this Subscription or in connection with NWEA's delivery of Services under this Subscription.
- Billing and Payment. Subscriber agrees to pay NWEA in accordance with Schedule A. Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber and the payments due. NWEA will send an invoice to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact **NWEA** accountsreceivable@nwea.org wire transfer for instructions. If Subscriber overestimated the number of students tested, NWEA shall not be obligated to refund any Subscription fees. If, however, Subscriber tests more students than the number Subscriber originally estimated and paid for, NWEA may submit an amended invoice to capture the additional students, and Subscriber agrees to pay the variance within 30 days of the invoice date.
- 14. Amendments and Renewals. Future fees associated with adjustments including, but not limited to, the number of students tested, supplemental products, and Subscription renewals or price increases shall serve as amendments to the Subscription scope and price. Adjustments from Subscriber's issuance of a (a) purchase order; (b) written authorization; (c) submission of a roster: (d) initiation of testing; or (e) payment of any Subscription renewal or Subscription expansion invoice shall constitute acceptance of the amended Subscription scope and price. Subscription renewals and expansions shall continue to be otherwise governed by this Subscription (including all NWEA order forms). The conditions of payment described in Section 12 shall apply to all subscription renewals and expansions. All payments under this Subscription shall be made to NWEA.
- new to the NWEA Program, NWEA recommends

NWEA Program training for Subscriber's teachers and staff before testing begins.

- 16. <u>Publicity</u>. Subscriber consents to NWEA's use and/or references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.
- Termination and Remedies. 17. This Subscription shall automatically renew at the end of the Term unless Subscriber provides 30 days written notice to NWEA before the end of the applicable Term. Notwithstanding, this Subscription may be terminated before the end of the applicable Term, upon any breach of this Subscription and license by Subscriber, or by cancellation pursuant to Section 20 or renewed pursuant to Section 14. With 30 days prior written notice, Subscriber may terminate this Subscription if Subscriber fails to receive funding, appropriations, limitations or other expenditure authority at levels reasonably sufficient to pay for the Services under the Subscription. If Subscriber breaches any material term Subscription or terminates for this appropriations (as set forth in the preceding sentence) NWEA will be under no obligation to refund any fees paid by Subscriber for the NWEA Program and related services. After termination or expiration of the Subscription, NWEA shall continue to maintain Student Information, allowing Subscriber to continue to access the data, in NWEA-augmented reporting form, including norms and learning statements. **NWEA** reserves the right to seek any legal or equitable remedy available against Subscriber for breach of the terms of Subscription, including, without limitation, injunctive relief and specific performance. The parties agree that Sections 6 - 10, 16, 17, and 21 - 25 shall survive any termination or expiration of this Subscription or the termination of any license granted under this Subscription.
- 18. <u>Support.</u> NWEA will provide to Subscriber support, updates, enhancements, modifications, improvements, and maintenance services.
- 19. <u>Scheduled Maintenance</u>. NWEA has system maintenance periods throughout the year that will affect Subscriber's ability to upload or download student or test data, or to access reports, or to interact with any of NWEA's websites.
- 20. <u>Limited Warranty</u>. NWEA warrants to Subscriber that the NWEA Program, when properly installed and used, will perform substantially in accordance with the Software's documentation or as represented in writing by NWEA. The NWEA Program may include open source software components. This limited warranty is void if the failure of NWEA

- Program and Software results from (a) use of the NWEA Program or Software in connection with software or hardware not compatible with the NWEA Program or Software or not meeting the technical specifications provided by NWEA; (b) improper or inadequate maintenance; (c) accident, misapplication, or use by Subscriber of the NWEA Program other than as described in the documentation provided by NWEA; or (d) inadequate internet connectivity bandwidth. This limited warranty is void if the NWEA Program and Software is altered or modified in any way by anyone other than NWEA. NWEA does not warrant that the operation of the NWEA Program and Software or availability of the Services will meet Subscriber's requirements or be uninterrupted or error free. Subscriber is responsible for the results obtained and decisions made from its use of the Software and the NWEA Program. NWEA assumes no responsibility for the operating environment or for Subscriber's security programs in which the NWEA Program or Software functions. NWEA will, at its sole option, either replace or, with its best efforts, correct the NWEA Program or Software, which fails to perform substantially in accordance with the documentation for the NWEA Program and Software or as represented in writing by NWEA upon written notice of such failure. If NWEA is unable to correct the error after using its best efforts, NWEA will, at its sole option, either replace the NWEA Program or Software with a functionally equivalent software program or refund the subscription fees paid on a pro-rated basis and cancel this Subscription.
- **Disclaimer**. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 20, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE NWEA PROGRAM IS PROVIDED "AS-IS" WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, QUALITY, **PURPOSE** OR CAPACITY, PRODUCTIVENESS OR OR THAT OPERATION OF THE SOFTWARE INCLUDED WITHIN THE NWEA PROGRAM WILL BE ERROR FREE. EXCEPT AS PROVIDED HEREIN, THE ENTIRE RISK AND LIABILITY ARISING OUT OF THE USE OF THE NWEAPROGRAM REMAINS WITH SUBSCRIBER, INCLUDING, BUT NOT LIMITED TO, WHEN SUBSCRIBER'S PRACTICES ARE INCONSISTENT WITH THE STANDARDS FOR EDUCATIONAL AND PSYCHOLOGICAL TESTING (1999) BY THE AMERICAN EDUCATIONAL RESEARCH ASSOCIATION. THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.
- 22. <u>Disclaimer</u> of Actions Caused by and/or Under the Control of Third Parties. NWEADOES NOT AND CANNOT CONTROL PERFORMANCE OF SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH. DEPENDS IN LARGE PART ON THE

PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NWEA WILL USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

- **Limitation**. THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL NWEA BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE NWEA PROGRAM, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, NWEA'S ENTIRE LIABILITY UNDER THIS SUBSCRIPTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY TO FOR THE RIGHT USE SUBSCRIBER NWEA PROGRAM IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY ALSO APPLIES TO THE NWEA PROGRAM DEVELOPERS AND SUPPLIERS. IT IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE.
- 24. <u>Indemnification</u>. Subscriber agrees to indemnify, defend and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection any proceeding arising from Subscriber's breach of this Subscription or its use of the NWEA Program and Software.

25. Miscellaneous

- shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.
- Waiver of any default or breach under this Subscription by NWEA does not constitute a waiver of any subsequent default or a modification of any other

provisions of this Subscription. If any part of this Subscription shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Subscription will nevertheless remain in full force and effect.

- 25.3 No Third Party

 Beneficiaries. The parties do not intend to confer any right or remedy on any third party.
- 25.4 <u>Survival</u>. All provisions of this Subscription that would reasonably be expected to survive the termination of this Subscription will do so.
- 25.5 Entire Agreement. This Subscription contains the entire understanding of the parties regarding the subject matter of this Subscription and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Subscription.
- 25.6 <u>Assignment</u>. Subscriber may not assign this Subscription to any third party without the prior written consent of the NWEA.
- 25.7 <u>Binding</u>. This Subscription shall bind and inure to the benefit of the parties and their respective successors, and approved assigns, if any.
- Signatories. Each person signing this Subscription represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subscription for their respective party.
- 25.9 Notices. Any notice required under this Subscription shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Subscription, (d) delivered by email to an email address designated by the recipient, or (e) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this Section 25.9.

Address for Notices to NWEA:

Northwest Evaluation Association 121 NW Everett Street Portland, OR 97209 Email: Audit-Risk@nwea.org

Address for Notices to Subscriber shall be sent to the address set forth in Subscriber's signature box below.

This Subscription shall be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Subscription. Any litigation arising out of this Subscription shall be conducted in courts located in Multnomah County, Oregon.

25.11 <u>Attorney Fees</u>. If any lawsuit is instituted to interpret, enforce or rescind this Subscription, the prevailing party on a claim will be entitled to recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs and expenses of every kind, including but not limited to the costs, and disbursements specified in

ORCP 68A(2), incurred in connection with the arbitration or lawsuit, the collection of any award or the enforcement of any order as determined by a judge.

25.12 <u>Counterparts</u>. This Subscription may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Subscription, notwithstanding that all of the parties are not signatory a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

Vendor Status and Independent 25.13 Contractor. The NWEA Program is provided by NWEA within its normal business operations and is operated in a competitive environment. The NWEA Program offered under this Subscription constitutes a vendor relationship, as defined by OMB Circular A-133 and therefore, any monies to pay for this Subscription, are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees, shall be deemed Subscriber's employees. Nothing contained in this Subscription shall create or imply and agency relationship, joint venture or partnership between the parties.

NWEA:	(Please print)
NORTHWEST EVALUATION ASSOCIATION	
By	Printed Name:
	Title:
Date:	Date:

APPLICATION FOR COOPERATIVE SPONSORSHIP OF AN ACTIVITY 281-36.20(280)

Applications are to be initiated by each Board of Education and submitted no later than **April 30** of the preceding year for which the program is desired.

Cooperative sponsorship conditions include the following:

- Member schools may apply for cooperative sponsorship to the governing Board of the respective activities organization.
- Separate applications shall be submitted to each activity association.
- School districts shall be contiguous with one of the other schools within the agreement unless the activity is not offered at any school contiguous to the party district in which case the contiguous requirement may be waived.
- Cooperative sponsorship agreement shall be for one year.
- A school's students may be engaged in cooperative activities under the terms of only one (1) agreement.
- Decisions on all applications will be determined by the respective governing organization within 10 days.

The following school districts hereby apply for cooperative sponsorship for the school year 2013-2014.

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and _	Jesup	
If more than (2) two school	ls, please indicate:	
and		
TIVITIES SPONSORED E		
	NDEDENDENCE	
-		
-		
Superintendent	School	
Superintendent Superintendent	School	
Superintendent	School	
Superintendent	School	
	If more than (2) two school and _	TIVITIES SPONSORED BY IHSAA INCLUDE: HOST SCHOOL

Independence Community School District 2013-2014 Proposed Registration Rates

	2012-2013	2013-2014
	Rate	Proposed Rate
PK4		
PK4	\$ 25.00	\$ 25.00
TEXTBOOK FEES		
K – 6th (Includes Math Workbook)	\$ 35.00	\$ 50.00
7th – 12th	\$ 55.00	\$ 55.00
TECHNOLOGY FEES		
K – 6th	\$ 25.00	\$ 30.00
7th – 12th	\$ 30.00	\$ 35.00
BAND FEES (including percussion)		
Instrumental Rental	\$ 75.00	\$ 75.00
5th – 12th	\$ 75.00	\$ 75.00
Uniform Rental	\$ 10.00	\$ 20.00
9th – 12th	\$ 10.00	\$ 20.00
YEARBOOK		
Without Name Hot Stamped	\$ 60.00	\$ 60.00
With Name Hot Stamped	\$ 65.00	\$ 65.00
PARKING PASS		
9th – 12th		\$ 15.00
STUDENT ACTIVITY TICKET		
K – 12th	\$ 50.00	\$ 50.00
ACTIVITY PASSES		
Family All Year Pass	\$ 175.00	\$ 175.00
Adult All Year Pass	\$ 65.00	\$ 65.00
Adult 5-Punch Pass	\$ 20.00	\$ 20.00
Adult 10-Punch Pass	\$ 40.00	\$ 40.00
FOOD SERVICE		
Breakfast		
K – 6th	\$ 1.35	\$ 1.35
7th – 12th	\$ 1.35	\$ 1.35
Adult	\$ 1.50	\$ 1.75
Lunch		
K – 6th	\$ 2.20	\$ 2.20
7th – 12th	\$ 2.30	\$ 2.30
Adult	\$ 3.00	\$ 3.25
Milk	\$ 0.40	\$ 0.40

To qualify for free or reduced rates of any kind a FEE WAIVER APPLICATION must be approved. Should you not qualify payment arrangements can be made by filling out a temporary waiver request at the pay table.

Students must ride to activity events with the team or group on school district transportation vehicles.

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Without Name Hot Stamped	\$ 60.00	\$ 60.00
With Name Hot Stamped	\$ 65.00	\$ 65.00
PARKING PASS		
9th – 12th		\$ 15.00
STUDENT ACTIVITY TICKET		
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Milk	\$ 0.40	\$ 0.40

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Start Date Waiver Request Resolution

Director	_ introduced and caused to be read the Resolution
hereinafter set out and moved its adoption; s	seconded by Director after
due consideration thereof by the Board, the	President put the question upon the adoption of said
Resolution and, the roll having been called,	the following Directors voted:
Aye:	······································
Nay:	

Whereupon the President declared said Resolution duly adopted as follows:

RESOLUTION

WHEREAS, pursuant to Iowa Code Sec. 279.10(4), the State of Iowa has granted school districts and nonpublic schools the ability to request a first day of school earlier than the mandated start date; and

WHEREAS, the request is to be made upon a determination by the board that the later start date would have a significant negative educational impact, and

WHEREAS, the Board, in consultation with its community, has determined a later start date would have a significantly negative impact on the educational program due to the direct and indirect impact on student learning and student learning needs, more specifically,

- Avoiding the delay of the end of school, due to weather, going into mid-June when students are significantly less likely to be learning than they are in late August.
- Giving teachers and other staff, a small break between the end of the school year and the beginning of summer coursework in June.
- Honoring the community's desires and needs in the calendar adopted.

WHEREAS, the Board believes that student achievement first and foremost should drive all education policy decisions. Any alterations to the current school start date should have data showing how the later start date is more vital to the state of Iowa than the success of its students, its future. The decision on the school calendar should be made with that in mind as well as the recognition of the community's involvement and support of the calendar.

NOW, THEREFORE, be it resolved by the Board:

Passed and approved this	day of	, 20
Board President		
Brian C. Eddy		
Attest:		
Board Secretary		
Lynnette Engel		