

BOARD REPORT

March 18, 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

March 15, 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 regular meeting on **Monday, March 18, 2013** beginning at **6:00 p.m.**
at the **School Administration Office**, 1207 First Street West, Independence, Iowa

1. PLEDGE OF ALLEGIANCE

A. Call to order

2. FRIEND OF EDUCATION

A. Security State Bank

We would like to thank Security State Bank for donating pencils for use during Iowa Assessments for students at West Elementary and the Junior-Senior High School.

3. SPOTLIGHT ON EDUCATION

A. Bowling

We would like to honor and recognize Andrew Hermesen for qualifying and placing 60th at the 2013 Class 1A State Bowling Tournament.

Special thanks to Independence Bowling Coach Pat Shannon.

B. Independence Mustang Wrestlers

We would like to honor and recognize 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. As a team, Independence placed 27th out of 47 teams in Class 2A. We would also like to recognize 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.

C. Speech

We would like to honor and recognize 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.

We would also like to honor and recognize 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.

4. CONSIDERATION OF ACTION ON CONSENT ITEMS

A. 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. Motion 4.A.

I am seeking approval of the minutes.

B. Approval of Agenda

Motion

I am seeking approval of the agenda.

C. Approval of Board Policies (*changes noted)

Motion 4.C.

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

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

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, 407.4E2 and 407.4E3*	Licensed Employee Early Retirement Plan, Early Retirement Plan Acknowledgement of Receipt, Licensed Employee Early Retirement Plan 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, 413.3E2 and 413.3E3*	Classified Employee Early Retirement Plan, Early Retirement Plan Acknowledgement of Receipt, Classified Employee Early Retirement Plan Beneficiary Designation and Early Retirement Plan Application Form (I am requesting the Board waive the second reading of this policy.)

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

D. New Hires (*pending acceptable background checks*)

Motion

NAME	ASSIGNMENT	SALARY	DATE
Patrick Abildtrup	Junior High Boys Track Numbers Coach	\$1,539	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

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

E. Resignations

Motion

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

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

F. Approval of Financial Reports

Motion 4.F.

1. Approval of Bills – Director Donnelly 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. Junior High – Sonya Elzey, Reading Intervention

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. Contract with HSR Associates, Inc. for the Trail Project

Motion 7.B.

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

Motion 7.C.

8. NEW BUSINESS

A. Consideration of Sealed Bids for the General Obligation School Bonds

Discussion 8.A.

B. Resolution Directing the Sale of the General Obligation School Bonds

Motion 8.B.

Roll Call Vote

- | | |
|---|-------------|
| C. Contract with Wenger Corporation for the Orchestra Pit Cover Package for the New Junior-Senior High School | Motion 8.C. |
| D. Contract with SECOA, Inc. for the Stage Acoustical Shell Package for the New Junior-Senior High School | Motion 8.D. |
| E. Contract for the Jazz Band and Quality Inn & Suites Event Center | Motion 8.E. |
| F. Buchanan County Success Center Early Graduation Applicant | Motion 8.F. |
| G. Junior-Senior High School Early Graduation Applicants | Motion 8.G. |
| H. Limited Site Usage Agreement for Tower and Shelter | Motion 8.H. |

9. ADJOURNMENT	Motion
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UPCOMING MEETINGS –

Monday, April 15th Regular Meeting 6:00 p.m. - Rowley Community Center

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
Public Meeting
February 12, 2013

A Public Meeting was held at 4:00 p.m. on February 12, 2013 in the School Administration Office, 1207 First Street West, Independence, Iowa.

The ITA (Independence Teachers' Association) representatives, Joel Dinger, Brandy Davis and Erin Blasberg, presented their initial negotiation proposal to the Board of Education negotiation team for the 2013-2014 school year.

The ITA's proposal consisted of an additional \$1,489 for total salary increase, single insurance rate increase with an additional \$50 per month increase towards family insurance and Master Contract language changes.

Full disclosure of the proposal may be reviewed in the superintendent's office.

Brian C. Eddy
Board President

Lynnette Engel
Board Secretary

Independence Community School Board Minutes
Public Meeting
February 12, 2013

A Public Meeting was held at 4:30 p.m. on February 12, 2013 in the School Administration Office, 1207 First Street West, Independence, Iowa.

The Board of Education's negotiation team of Jean Peterson, Superintendent, Brian C. Eddy, Board President, Lynnette Engel, Director of Finance and Lori Flaherty presented the Board's initial negotiation proposal to the ITA (Independence Teachers' Association) for the 2013-2014 school year.

The Board's offer consisted of a 1.71% package increase and some Master Contract language changes. Full disclosure of the proposal may be reviewed in the superintendent's office

Brian C. Eddy
Board President

Lynnette Engel
Board Secretary

Independence Community School Board Minutes
Regular Meeting
February 18, 2013

A regular meeting of the Independence Community School Board was called to order at 5:00 p.m. by Chairperson Brian C. Eddy at Administration Building, Independence, Iowa.

Members Present: Chairperson Brian C. Eddy, John Christensen, Rusty Donnelly, Eric Smith 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. Donlea recognized Dr. Blaisdell on behalf of her mother, Helen Blaisdell, for sewing 100 sleeves to be used for ice packs at East and West Elementary. Helen Blaisdell resides in California and sewed these sleeves while visiting Dr. Blaisdell over the holidays.

2. Consideration of Action on Consent Items:

Motion Smith, second Christensen to approve consent items 2-A, 2-B, 2-C, 2-D, 2-E and 2-F. All voted "aye". Motion carried.

2-A. Approval of Minutes Approval of the minutes of the regular meeting on January 21, 2013 and the special meeting on January 28, 2013.

2-B. Approval of Agenda

2-C Approval of Board Policies (all policies may be reviewed in the Admin. Building)

Second Readings:

	POLICY #	POLICY NAME
1.	606.1	Shared Students
2.	606.2	Class Size – Class Grouping
3.	606.3	Homework
4.	606.4	School Ceremonies and Observances
5.	606.5	Animals in the Classroom
6.	606.6	Student Production of Materials and Services
7.	606.7 & 606.7R*	Student Field Trips and Excursions and Student Field Trips and Excursions Regulation

First 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

2-D Transfers/Reassignments

NAME	PREVIOUS ASSIGNMENT	NEW ASSIGNMENT	SALARY	DATE
Pam Wendel	East Elem 2.0 hour Dishwasher	JSH 2.5 hour Lunch POS Operator	\$9.25/hour	02/12/2013

2-E New Hires

NAME	ASSIGNMENT	SALARY	DATE
Kim Williamson	East Elementary 5.5 hr Special Education Associate	\$9.00/hour	01/21/2013

2-F Resignations

NAME	ASSIGNMENT	DATE
Stephanie Cabalka	West Elem 7.0 hour Special Education Associate	02/20/2013
Bill Stamper	Assistant Girls Track Coach	02/13/2013
Mary Terry	JSH 4.25 hour POS Operator/Food Service Worker	02/01/2013

2-G Approval of Financial Reports – Motion Smith, second Henderson to approve financial reports. All voted “aye”. Motion carried 4-0. Eddy abstained from the vote.

3. ANNOUNCEMENTS, COMMUNICATIONS AND PRESENTATIONS

3-A Mrs. Blasberg, ITA President, presented the Board with a document that showed pros, cons and questions staff posed in an anonymous survey regarding the 1:1 laptop computer plan.

3-B Mr. Donnelly shared a brochure that will be available for people interested in the paver project. The committee is hoping to have enough interest and funds pledged by the April board meeting. Mr. Christensen attended the High School band and vocal concert and was impressed with the outstanding talent and is looking forward to the new auditorium. He also attended the boys basketball game and loved the tremendous crowd. He believes there are lots of great memories in the gymnasium, but noted it's time to move on to the new one. Mr. Eddy attended the Chamber Banquet and reminded everyone to thank John Behan, Citizen of the Year for his hard work and volunteering for the school and community. Superintendent Peterson also attended the Chamber Banquet and was impressed with all that's going positively about Independence. The School

Improvement team presented the 1:1 laptop computer plan to School Improvement Advisory Council (SIAC) to get their approval. Superintendent Peterson has also met with Nate Clayberg, Buchanan County Economic Development Director, recently to discuss school to business ideas. She also noted that a second playground committee meeting will be held soon.

3-C Mrs. Reidy and Mrs. Lake, East Elementary teachers showed a video that demonstrated how children are using the Everyday Math program and technology during class.

4. 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.

5. OLD BUSINESS

5-A New Junior-Senior High School Facility

Mr. Eddy provided an update on the status of construction of the Junior-Senior High School, and thanked the many volunteers who helped at the site during the month of January. A complete status listing can be seen at the Administration office.

5-B Change Orders for Items Described in Bulletins #SR-1 and #One (AV-1)

Motion Christensen, second Donnelly to approve the change orders for items described in Bulletins #SR-1 and #One (AV-1). All voted "aye". Motion carried.

5-C Add South Tama to the WaMaC Conference

Motion Christensen, second Henderson to add South Tama to the WaMaC Conference. All voted "aye". Motion carried.

6. NEW BUSINESS

6-A 2011-2012 Audit

Motion Christensen, second Henderson to approve the 2011-2012 audit. Roll call vote: Donnelly – nay, Eddy – nay, Henderson – nay, Smith – nay and Christensen – nay. All voted nay, motion failed. The Audit will be brought back for approval at a future meeting after the Board reviewed the full audit report.

6-B Travel request for Speech Team Field Trip to Minneapolis, MN

Motion Christensen, second Smith to approve the travel request for the speech team field trip to Minneapolis, MN. All voted "aye". Motion carried.

6-C Renewal of Cooperative Sharing Agreement for Boys Soccer with East Buchanan and North Linn

Motion Smith, second Donnelly to approve the renewal of cooperative sharing agreement for boys' soccer with East Buchanan and North Linn. All voted "aye". Motion carried.

6-D Employee Severance Plan

Discussion was held by the Board regarding various aspects of the employee severance plan. While board policy requires the Board to consider a severance plan each year, discussion was held as to whether to offer a severance/early retirement plan this year. The Board discussed capping the number of participants to minimize the management fund levy rate, adjusting the age requirements for early retirement and the uncertainty of offering a plan each year. The Board asked Superintendent Peterson to provide a recommendation to the Board for approval based on the factors and criteria discussed.

6-E Employee Severance Plan

Item died due to lack of motion.

6-F Budget Guarantee Resolution

Motion Smith, second Christensen to approve the Budget Guarantee Resolution. Roll call vote: Donnelly- aye, Eddy – aye, Henderson – aye, Smith – aye and Christensen – aye. All voted “aye”. Motion carried 5-0.

6-G Resolution Directing the Advertisement for Sale, Approving Electronic Bidding Procedures and approving Official Statement

Motion Christensen, second Henderson to approve the Resolution directing the advertisement for sale, approving electronic bidding procedures and approving official statement with the correction of the publishing newspaper to the Bulletin Journal. Roll call vote: Donnelly – aye, Eddy – aye, Henderson – aye, Smith – aye and Christensen – aye. All voted “aye”. Motion carried 5-0

6-H Trails Project

Mr. Eddy updated the Board regarding the path/trail project that would connect the new JR/SR High School to the existing campus by East and West Elementaries. The trail would connect to both ends of Liberty Trail and provide a two mile loop. Architectural fee and cost estimate proposals have been sought and will be considered at the March regular board meeting. Upon approval, the project would be bid Spring 2013 and be completed before August 2013.

ADJOURNMENT

Motion Smith, second Donnelly to adjourn the meeting at 7:31 p.m. All voted “Aye.” Motion carried.

Brian C. Eddy
Chairperson

Lynnette Engel
Board Secretary/Treasurer

Independence Community School Board Minutes
Special Meeting
February 21, 2013

A special meeting of the Independence Community School Board was called to order at 4:00 p.m. by Chairperson Brian C. Eddy at the Administration Building, Independence, Iowa.

Members Present: Chairperson Brian C. Eddy, John Christensen, Rusty Donnelly, Eric Smith and Stacy Henderson

Superintendent Present: Jean Peterson

Board Secretary/Treasurer: Lynnette Engel

Press Present: John Klotzbach, "Independence Bulletin Journal"

Visitors Present: Interested Patrons

1. Consideration of Action on Consent Items:

Motion Smith, second Henderson to approve consent items. All voted "aye". Motion carried.

1-A. Approval of Agenda

2. ANNOUNCEMENTS, COMMUNICATIONS AND PRESENTATIONS

2-A No comments from the public were made at this time.

3. OLD BUSINESS

3-A Change Orders for Items Described in Bulletins #26R3, #39, #43 and Change Order to Daktronics Purchase Order.

Motion Christensen, second Donnelly to approve change orders for items described in bulletins #26R3, #39, #43 and change order to Daktronics purchase order. All voted "aye". Motion carried.

3-B 2011-2012 Audit

Motion Christensen, second Smith to approve the 2011-2012 Audit. Roll call vote: Henderson – aye, Smith – aye, Donnelly – aye, Christensen – aye, Eddy – aye. Motion carried 5-0.

3-C Employee Severance Plan

Motion Christensen, second Donnelly to approve the proposed employee severance plan. All voted "aye". Motion carried. Plan specifics can be obtained at the Administration Office.

4. NEW BUSINESS

4-A 1:1 Plan

The 1:1 (one laptop computer to one student) committee members (Jennifer Sornson, Rob Arnold, Deb Donlea and Steve Noyes) presented FAQs and additional information to the Board regarding the proposed 1:1 initiative and answered questions from the Board.

A recess was taken from 4:45 – 4:52 to hold a Public Hearing on the Proposed Plans, Specifications, Form of Contract and Estimate Total Cost for the Furniture Package for the New JR/SR High School.

4-B 1:1 Plan

Motion Christensen, second Henderson to approve the 1:1 plan. All voted “aye”. Motion carried.

ADJOURNMENT

Motion Smith, second Donnelly to adjourn the meeting at 6:10 p.m. All voted “Aye.” Motion carried.

Brian C. Eddy
Chairperson

Lynnette Engel
Board Secretary/Treasurer

Independence Community School Board Minutes
Public Meeting
February 25, 2013

A Public Meeting was held at 9:30 a.m. on February 25, 2013 in the School Administration Office, 1207 First Street West, Independence, Iowa.

The IESP (Independence Educational Support Personnel) – Secretaries, Food Service, Associates and Custodians negotiations team consisting of Janette Hopkins, Chair, Lisa Pruess, Peg Bantz, Jenny Caepel, Sandy Johnson, Judy Kress and Deana Miller presented their initial proposal to the Board for the 2013-2014 school year.

The IESP's offer consisted of a 8.85% total package increase for the 2013-2014 school year and some Master Contract language changes. Full disclosure of the proposal may be reviewed in the superintendent's office

Jean Peterson
Superintendent

Lynnette Engel
Board Secretary

Independence Community School Board Minutes
Public Meeting
February 25, 2013

A Public Meeting was held at 10:00 a.m. on February 25, 2013 in the School Administration Office, 1207 First Street West, Independence, Iowa.

The Board of Education's negotiation team of Jean Peterson, Superintendent, Lynnette Engel, Director of Finance and Lori Flaherty presented the Board's initial negotiation proposal to the IESP (Independence Education Support Personnel) – Secretaries, Food Service, Associates and Custodians for the 2013-2014 school year through the 2015-2016 school year.

The Board's offer consisted of a 2.44% total package increase for the 2013-2014 school year and some Master Contract language changes. Full disclosure of the proposal may be reviewed in the superintendent's office

Jean Peterson
Superintendent

Lynnette Engel
Board Secretary

SCHOOL ASSEMBLY

The building principal may authorize programs or activities in the form of a school assembly when such events contribute to the achievement of education goals of the school district. School assemblies shall comply with the school calendar.

In authorizing a school assembly, the building principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors the building principal or superintendent consider relevant.

Legal Reference: Iowa Code §§ 279.8; 280.3, .14 (2003).

Cross Reference: 504 Student Activities

Approved 11/1/2004

Reviewed 05/27/2008

Revised _____

INSUFFICIENT CLASSROOM SPACE

Insufficient classroom space shall be determined on a case-by-case basis. In making its determination whether insufficient classroom space exists, the board may consider several factors, including but not limited to, the nature of the education program, the grade level, the available licensed employees, the instructional method, the physical space, student-teacher ratios, equipment and materials, facilities either being planned or under construction, facilities planned to be closed, financial condition of the school district and projected to be available, a sharing agreement in force or planned, a bargaining agreement in force, laws or rules governing special education class size, board-adopted school district goals and objectives, and other factors considered relevant by the board.

This policy shall be reviewed by the board annually. It shall be the responsibility of the superintendent to bring this policy to the attention of the board each year.

Legal Reference: Iowa Code § 282.18(13) (2003).
281 I.A.C. 17.6(3).

Cross Reference: 105 Long-Range Needs Assessment
501.15 Open Enrollment Transfers - Procedures as a Receiving District
606.2 Class Size - Class Grouping

Approved 11/1/2004

Reviewed 05/27/2008

Revised _____

EARLY RELEASE FOR SENIORS

The school academic year for students shall be for a minimum of one-hundred and eighty days in the school calendar. Seniors may be excused up to five days of instruction after they have met the district's requirements for graduation. The board may also excuse graduating seniors from making up days due to inclement weather if the student has met the school district's graduation requirements.

The superintendent has the authority to deny early release, or reduce the number of days for which graduating seniors may be excused, if a senior has failed to meet the requirements for graduation, as a form of discipline for an individual or for the class as a whole, or if the academic year has been disrupted by school closings for severe weather or other emergencies.

Legal Reference: Iowa Code §§ 20.9; 279.10 (2003).
281 I.A.C. 12.2(1).

Cross Reference: 501 Student Attendance
601.1 School Calendar

Approved 11/1/2004

Reviewed 05/27/2008

Revised _____

STUDENT GUIDANCE AND COUNSELING PROGRAM

The board will provide a student guidance and counseling program. The guidance counselor will be certified with the Iowa Department of Education and hold the qualifications required by the board. The guidance and counseling program will serve grades kindergarten through twelve. The program will assist students with their personal, educational, and career development. The program is coordinated with the education program and involves licensed employees.

Legal Reference: Iowa Code § 280.14; 622.10 (2003).
281 I.A.C. 12.3(11).

Cross Reference: 506 Student Records
603 Instructional Curriculum
604.5 Program for At-Risk Students

Approved 11/1/2004

Reviewed 05/27/2008

Revised _____

STUDENT HEALTH SERVICES

Health services are an integral part of comprehensive school improvement assisting all students to increase learning, achievement, and performance. Health services coordinate and support existing programs to assist each student in achievement of an optimal state of physical, mental, and social well being. Student health services ensure continuity and create linkages between school, home, and community service providers. The school district's comprehensive school improvement plan, needs, and resources determine the linkages.

The superintendent, in conjunction with the school nurse, will develop administrative regulations implementing this policy.

Legal Reference: No Child Left Behind, Title II, Sec. 1061, P.L. 107-110 (2002).
 42 U.S.C. §§ 12101 *et seq.* (1997).
 20 U.S.C. 1232g § 1400 6301 *et seq.* (1997).
 29 U.S.C. § 794(a)(1988)
 28 C.F.R. 35
 34 C.F.R. pt. 99, 104, 200, 300 *et seq.* (2002)
 Iowa Code §§ 22.7, 139A.3. .8, .21; 143.1, 152, 256.7(24), .11, 280.23 (2003).
 281 I.A.C. 12.3(4), (7), (11); 12.4(12); 12.8; 41.12(11), .96.
 282 I.A.C. 15.3(14); 22.
 641 I.A.C. 7.
 655 I.A.C. 6, 6.3(1), 6.3(6), 6.6(1), 7.

Cross Reference: 501.4 Entrance - Admissions
 507 Student Health and Well-Being

Approved 11/1/2004

Reviewed _____

Revised 05/27/2008

STUDENT HEALTH SERVICES ADMINISTRATIVE REGULATIONS

I. Student Health Services – Each school building may develop a customized student health services program within comprehensive school improvement based on its unique needs and resources. Scientific advances, laws, and school improvement necessitate supports to students with health needs to receive their education program.

A. Supports to improve student achievement include:

1. Qualified health personnel
2. School superintendent, school nurse, and school health team working collaboratively
3. Family and community involvement
4. Optimal student health services program with commitment to its continuing improvement

B. Components provided within a coordinated school health program include:

1. Health Services
2. Nutrition
3. Healthy, safe environment
4. Staff wellness
5. Health Education
6. Physical education and activity
7. Counseling, psychological, and social services
8. Family and community involvement

Student health services are provided to identify health needs; facilitate access to health care; provide for health needs related to educational achievement; promote health, well-being, and safety; and plan and develop the health services program.

II. Student Health Services Essential Functions

A. Identify student health needs:

1. Provide individual initial and annual health assessments
2. Provide needed health screenings
3. Maintain and update confidential health records
4. Communicate (written, oral, electronic) health needs as consistent with confidentiality laws

B. Facilitate student access to physical and mental health services:

1. Link students to community resources and monitor follow through
2. Promote increased access and referral to primary health care financial resources such as Medicaid, HAWK-I, social security, and community health clinics
3. Encourage appropriate use of health care

C. Provide for student health needs related to educational achievement:

1. Manage chronic and acute illnesses
2. Provide special health procedures and medication including delegation, training, and supervision of qualified designated school personnel

STUDENT HEALTH SERVICES ADMINISTRATIVE REGULATIONS

3. Develop, implement, evaluate, and revise individual health plans (IHPs) for all students with special health needs according to mandates in the Individuals with Disabilities Education Act (IDEA), Rehabilitation Act (Section 504), and Americans with Disabilities Act (ADA)
 4. Provide urgent and emergency care for individual and group illness and injury
 5. Prevent and control communicable disease and monitor immunizations
 6. Promote optimal mental health
 7. Promote a safe school facility and a safe school environment
 8. Participate in and attend team meetings as a team member and health consultant
- D. Promote student health, well-being, and safety to foster healthy living:
1. Provide developmentally appropriate health education and health counseling for individuals and groups
 2. Encourage injury and disease prevention practices
 3. Promote personal and public health practices
 4. Provide health promotion and injury and disease prevention education
- E. Plan and develop the student health services program collaboratively with the superintendent, school nurse, and school health team:
1. Gather and interpret data to evaluate needs and performance
 2. Establish health advisory council and school health team
 3. Develop health procedures and guidelines
 4. Collaborate with staff, families, and community
 5. Maintain and update confidential student school health records
 6. Coordinate program with all school health components
 7. Coordinate with school improvement
 8. Evaluate and revise the health service program to meet changing needs
 9. Organize scheduling and direct health services staff
 10. Develop student health services annual status report
 11. Coordinate information and program delivery within the school and between school and major constituents
 12. Provide health services by qualified health professionals to effectively deliver services, including multiple levels of school health expertise such as registered nurses, physicians, and advanced registered nurse practitioners
 13. Provide for professional development for school health services staff
- III. Expanded Health Services – These additional health services address learning barriers and the lack of access to health care. Examples include school-based services in the school, school-linked services connected to the school, primary care, mental health, substance abuse, and dental health.

MUSICAL INSTRUMENT DISPLAY NIGHT

Annually, as a service to students and their parents, the board may hold a musical instrument display night. The event is designed to provide an opportunity for students and their parents to view, purchase, or rent musical instruments and accessories if they desire.

This policy does not require students and parents to purchase musical instruments from the vendor displaying at this event. This policy shall not limit a student's participation in the band or require a student to participate in band or other activities involving musical instruments.

It shall be the responsibility of the superintendent to develop guidelines regarding the qualifications a vendor must meet to display at this event. Vendors, invited by the teacher, must meet those qualifications.

Legal Reference: Iowa Code § 280.14 (2003).
1980 Op. Att'y Gen. 580.

Cross Reference: 504 Student Activities
906 Use of School District Facilities & Equipment

Approved 11/1/2004

Reviewed 05/27/2008

Revised _____

CLASS RING DISPLAY

Annually, as a service to students and their parents, the board may provide a class ring display for students in grades nine through twelve. The service is designed to provide an opportunity for students and their parents to view class rings and accessories.

This policy does not require students or parents to purchase class rings from the vendor displaying at the school.

It shall be the responsibility of the superintendent to develop guidelines regarding the qualifications a vendor must meet to display at this event. Vendors are chosen by the principal and must meet the qualifications established by the superintendent.

Legal Reference: Iowa Code § 280.14 (2003).
1980 Op. Att'y Gen. 580.

Cross Reference: 504 Student Activities
906 Use of School District Facilities & Equipment

Approved 11/1/2004

Reviewed 05/27/2008

Revised _____

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

Licensed employees who will complete their current contract with the Board may apply for licensed employee early retirement plan. No licensed employee will be required to retire at a specific age.

Application for licensed employee early retirement will be considered made when the licensed employee states in writing to the superintendent, no later than 4:00 p.m. on ~~February 3, 2012~~ **Thursday, March 21, 2013** that the employee wishes to retire at the end of the fiscal year. Applications made after the date set by the Board may be considered by the Board if special circumstances exist. It shall be within the sole discretion of the Board to determine whether special circumstances exist.

Board action to approve a licensed employee's application for retirement shall be final and such action constitutes resignation from employment and non-renewal of the employee's contract for the next school year.

Licensed employees who retire under this policy may also qualify for retirement benefits through the Iowa Public Employees Retirement System.

Licensed employees who have group insurance coverage through the school district may be allowed to continue coverage in the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Legal Reference: Iowa Code §279.46 (2011).

Cross Reference: 401.14 Recognition for Service of Employees
407.4 Licensed Employee Early Retirement Plan

Approved 11/1/2004

Reviewed 12/17/2007
11/17/2008
02/09/2009

Revised 01/14/2009
07/27/2009
11/16/2009
02/22/2010
12/19/2011

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

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

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

1. Is available to employees ~~at least age 55, or will reach age 55~~ **from the age of 55 through 65** 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) 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
413.3 Classified Employee Early Retirement Plan

Approved 7/18/2005

Reviewed _____

Revised 12/17/2007
11/17/2008
01/14/2009
02/09/2009
07/27/2009
11/16/2009
02/22/2010
12/19/2011

LICENSED 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 licensed employee of the Independence Community School District, unless the employee otherwise resigns, is discharged or is reduced from the staff.

A qualified retiree under this plan 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.

An employee who elects to participate in this program will become a retired teacher and will be entitled to all rights and privileges of such a retiree under applicable laws and policies of the Independence Community School District.

BENEFIT OPTION:

Employees participating in the early retirement plan may elect to receive early retirement plan benefits of fifty percent (50%) of their current base salary plus \$50.00 per day of sick leave accrued by June 30, 2011 **2013** (not to exceed 120 days). ~~The employee will have the option to have the money deposited into either:~~

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.

~~1. A 403(b) Retirement Plan in accordance with Internal Revenue Service guidelines and Board determined plan;~~

~~— or~~

~~2. A Health Reimbursement Account (HRA) in accordance with Internal Revenue Service guidelines and Board determined plan to be used towards monthly health insurance premiums.~~

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.

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

The Board has complete discretion to offer or not offer a severance plan for licensed employees. The Board may discontinue the school district's severance plan at any time. In the event the severance policy 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.

EARLY RETIREMENT PLAN ACKNOWLEDGEMENT OF RECEIPT

The undersigned licensed staff employee acknowledges receipt of the early retirement plan stated below:

- Early retirement plan policy #407.4
- Early retirement plan application form
- Early retirement plan beneficiary designation

The undersigned licensed staff employee acknowledges that the application and participation in the early retirement plan is entirely voluntary.

The undersigned licensed staff employee acknowledges that the school district recommends the employee contact legal counsel and the employee's personal accountant regarding participation in the early retirement plan.

Employee Signature

Date

Superintendent/or Designee Witness

Date

LICENSED EMPLOYEE EARLY RETIREMENT PLAN BENEFICIARY DESIGNATION

In the event of the death of the employee prior to payment of the benefits, but after the employee's retirement has begun, the payment will be paid to the designated beneficiary in one lump sum payment. In the event no beneficiary is designated, the payment will be paid to the employee's estate in one lump sum payment.

Pursuant to the provisions of board policy 407.4, I hereby designate my beneficiary to be:

Name: _____

Address: _____

City, State, Zip: _____

Signature: _____

Witness Signature: _____

Date: _____

EARLY RETIREMENT PLAN APPLICATION FORM

The undersigned licensed staff employee is applying for early retirement pay pursuant to board policy #407.4, Licensed Employee Early Retirement Plan. Please complete the following information.

Full Legal Name of Licensed Employee Date of Birth Social Security Number

Current Job Title Years of District Service
By June 30th Years of IPERS Service
By June 30th

Please check which option you choose to have your money deposited into:

☐ ~~403(b) Retirement Plan in accordance with Internal Revenue Service guidelines and Board determined plan;~~

☐ ~~Health Reimbursement Account (HRA) in accordance with Internal Revenue Service guidelines and Board determined plan to be used towards monthly health insurance premiums.~~

Please attach a letter of resignation giving the effective date of retirement from the district.

The undersigned employee acknowledges that application and participation in the early retirement plan is entirely voluntary.

The undersigned employee acknowledges that the school district recommends that the employee contact legal counsel and the employee's own personal accountant regarding participation in the early retirement plan.

Signature

Date

Approved

Not Approved

Superintendent of Schools

Date

CLASSIFIED EMPLOYEE EARLY RETIREMENT PLAN

Classified employees who will complete their current contract with the Board may apply for classified employee early retirement plan. No classified employee will be required to retire at any specific age.

Application for employee early retirement will be considered made when the classified employee states in writing to the superintendent, no later than 4:00 p.m. on ~~February 3, 2012~~ **Thursday, March 21, 2013** that the employee wishes to retire at the end of the fiscal year. Applications made after the date set by the Board may be considered by the Board if special circumstances exist. It shall be within the sole discretion of the Board to determine whether special circumstances exist.

Board action to approve a classified employee's application for retirement shall be final, and such action constitutes resignation from employment and termination of the employee's contract effective the day of the employee's retirement.

Classified employees who retire under this policy may also qualify for retirement benefits through the Iowa Public Employees Retirement System.

Classified employees who have group insurance coverage through the school district may be allowed to continue coverage in the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Legal Reference: Iowa Code §§ 91A.2, .3, .5; 279.19A, .46 (2011).

Cross Reference: 401.14 Recognition for Service of Employees
413.3 Classified Employee Early Retirement Plan

Approved 11/1/2004

Reviewed 12/17/2007
11/17/2008
02/09/2009

Revised 01/14/2009
07/27/2009
11/16/2009
02/22/2010
12/19/2011

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 ~~at least age 55, or will reach age 55~~ **from the age of 55 through 65** 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) 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 _____

Revised 12/17/2007

11/17/2008

01/14/2009

02/09/2009

07/27/2009

11/16/2009

02/22/2010

12/19/2011

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, 2011 ~~2013~~ (not to exceed 120 days). ~~The employee will have the option to have the money deposited into either:~~

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.

~~— 1. A 403(b) Retirement Plan in accordance with Internal Revenue Service guidelines and Board determined plan;~~

~~— or~~

~~— 2. A Health Reimbursement Account (HRA) in accordance with Internal Revenue Service guidelines and Board determined plan to be used towards monthly health insurance premiums.~~

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.

CLASSIFIED EMPLOYEE EARLY RETIREMENT 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.

EARLY RETIREMENT PLAN ACKNOWLEDGEMENT OF RECEIPT

The undersigned classified employee acknowledges receipt of the severance plan stated below:

- Early retirement plan policy #413.3
- Early retirement plan application form
- Early retirement plan beneficiary designation

The undersigned classified staff employee acknowledges that the application and participation in the early retirement plan is entirely voluntary.

The undersigned classified staff employee acknowledges that the school district recommends the employee contact legal counsel and the employee's personal accountant regarding participation in the early retirement plan.

Employee Signature

Date

Superintendent/or Designee Witness

Date

CLASSIFIED EMPLOYEE EARLY RETIREMENT PLAN BENEFICIARY DESIGNATION

In the event of the death of the employee prior to payment of the early retirement plan, but after the employee's retirement has begun, the payment will be paid to the designated beneficiary in one lump sum payment. In the event no beneficiary is designated, the payment will be paid to the employee's estate in one lump sum payment.

Pursuant to the provisions of board policy 413.3, I hereby designate my beneficiary to be:

Name: _____

Address: _____

City, State, Zip: _____

Signature: _____

Witness Signature: _____

Date: _____

EARLY RETIREMENT PLAN APPLICATION FORM

The undersigned classified employee is applying for early retirement pay pursuant to board policy #413.3, Classified Employee Early Retirement Plan. Please complete the following information.

Full Legal Name of Classified Employee

Date of Birth

Social Security Number

Current Job Title

Years of District Service
By June 30th

Years of IPERS Service
By June 30th

Please check which option you choose to have your money deposited into:

☐ ~~403(b) Retirement Plan in accordance with Internal Revenue Service guidelines and Board determined plan;~~

☐ ~~Health Reimbursement Account (HRA) in accordance with Internal Revenue Service guidelines and Board determined plan to be used towards monthly health insurance premiums.~~

Please attach a letter of resignation giving the effective date of retirement from the district.

The undersigned employee acknowledges that application and participation in the early retirement plan is entirely voluntary.

The undersigned employee acknowledges that the school district recommends that the employee contact legal counsel and the employee's own personal accountant regarding participation in the early retirement plan.

Signature

Date

Approved

Not Approved

Superintendent of Schools

Date

Fund: 10 OPERATING FUND

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
ACCENT LASER SERVICES	SUPPLIES	1,204.35
ADVANCE BUILDERS CORP	REPAIR/MAINT	188.58
AHLERS AND COONEY, P.C.	SERVICES	70.50
APPLE INC	EQUIP/SUP	2,496.50
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	398.00
BILL'S PIZZA & SMOKEHOUSE	SUPPLIES	139.26
BISTLINE, MIKE	JUDGE	300.00
BUSINESS SYSTEMS INC.	SUPPLIES	314.89
CASEY'S GENERAL STORES INC	GAS	485.40
CDW GOVERNMENT LLC	SUP/EQUIP	1,618.00
CEDAR RAPIDS COMMUNITY SCHOOLS	REIM/TUIT/FEES	233.38
CENTER POINT-URBANA COMMUNITY SCHOOL DISTRICT	INSTRUCTION	20,643.44
CHADDOCK	TUIT	2,810.34
CITY LAUNDERING CO	SERVICE	50.00
CLASSROOM DIRECT	SUPPLIES	319.40
COLE, BRIAN	BAND JUDGE	250.00
CONSOLIDATED ENERGY CO/HARTLAND FUEL	DIESEL	6,442.54
CRYSTAL BROOK DIRECT	SUPPLIES	59.49
CY & CHARLEY'S INC	REPAIRS/MAINT/SUP	945.00
DALTON, JOSEPH	REIMBURSEMENT	60.00
DES MOINES REGISTER, THE	ADS/LEGALS	5,241.20
DHS CASHIER 1ST FLOOR	MEDICAID	6,408.48
DISTRICT SPECIALTY SUPPLIES	SUP	237.00
DON'S TRUCK SALES INC	SERVICE	327.72
DROSTE AUTO GLASS	SUPPLIES	55.00
EAST BUCHANAN COMMUNITY SCHOOL	REIMB/FEES/TUIT	30,789.00
EDGENUITY	SUP/SRV	4,800.00
ELECTRICAL ENGINEERING & EQUIP	SUP/IMPROV	548.88
ESCHEN TARPY NAPA	SUP/EQUIP	887.23
EXCEPTIONAL PERSONS, INC	SERVICE	73.85
FAREWAY STORES INC	SUPPLIES	232.66
FOLLETT LIBRARY RESOURCES	SUPPLIES	1,083.45
FOUR OAKS-RESIDENTAL	INSTRUCTION	8,236.20
FUSION FORWARD	SERVICES	75.00
GAGE EXTERMINATING	SERVICES	115.00
GREENLEY LUMBER INC	SUPPLIES	35.56
HADDOCK CORPORATION	EQUIP/SUP/SRV	505.00
HARDWARE HANK	SUPPLIES	21.97
HAUSERS WATER SYSTEM	SUPPLIES	11.00
HAWKEYE ALARM SIGNAL COMPANY	SERVICES	755.00
HAWKEYE INTERNATIONAL TRUCKS INC	REPAIRS	884.20
HEARTLAND PAPER COMPANY	SUP/EQUIPMENT	232.08
HYDE TELECOM	SRV/SUP	2,574.00
I.C.S. NUTRITION FUND	SUPPLIES	9.77
IAAE STATE CONFERENCE	SRV	465.00
IHSMA	REG FEES	1,063.00
IMMANUEL LUTHERAN PRESCHOOL	REIMBURSEMENT	4,003.81

Fund: 10 OPERATING FUND

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
INDEPENDENCE LIGHT & POWER	UTILITIES	16,117.59
INFOSNAP, INC	SFTWARE	11,000.00
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SRV/EQUIP	585.00
IOWA COMMUNICATIONS NETWORK	SERVICE	669.34
JAZZ EDUCATORS OF IOWA	REG FEES	250.00
JESUP COMMUNITY SCHOOL	TUIT/FEES/REIMB	9,669.60
JOHN DEERE FINANCIAL	SUP/SRV/EQUIP	1,262.02
JW PEPPER & SON, INC.	SUPPLIES	320.97
KEM VENTURES INC	SUPPLIES	109.89
KEPHART'S MUSIC CENTER INC	SUP/SRV	484.34
KIDSVILLE	REIMBURSEMENT	4,912.74
KWIK TRIP/KWIK STAR STORES	GASOLINE	1,477.47
MARTIN BROS DIST CO	SUPPLIES	75.31
MAURER, ERIN	REIMBURSEMENT	26.26
MAXIMOVICH, VALERIE	REIMBURSEMENT	63.89
MIDAMERICAN ENERGY CO.	NATURAL GAS	1,310.10
NASCO	SUPPLIES	87.40
NEWS, THE	ADS/LEGALS	57.00
NORTHEAST IOWA CHORAL DIRECTORS ASSOC	DUES/FEES/REG	58.00
O'REILLY AUTOMOTIVE, INC.	SUPPLIES	13.58
OELWEIN PUBLISHING COMPANY	ADS/LEGALS	389.68
OFFICE DEPOT, INC	SUP/EQUIP	860.08
OFFICE TOWNE, INC.	SUPPLIES	28.75
OVERHEAD DOOR CO OF WATERLOO INC	REPAIR	1,044.50
PAETEC	UTILITIES	849.54
PERSONNEL CONCEPTS	SUPPLIES	35.80
PINEAPPLE APPEAL, INC.	SUPPLIES	367.76
PINICON FORD INC	SRV/SUP	49.96
PIZZA RANCH	SUPPLIES	33.20
POSTMASTER-INDEE	POSTAGE	347.15
PRINT EXPRESS-MILLER PRINTERIE	SERVICES	70.00
PURCHASE POWER	POSTAGE	167.64
REALLY GOOD STUFF	SUPPLIES	130.12
RICOH USA INC	SUP/LEASE	360.39
RJS MOTORSPORTS & WELDING	IMPROVEMENT	182.80
ROCKLER WOODWORKING & HARDWARE	SUPPLIES	458.80
ROTO-ROOTER	SERVICE	105.00
SAWSTOP, LLC	SUPPLIES	365.00
SCHOOL BUS SALES	VEHICLE/SUPPLIES	315.60
SOFTWARE UNLIMITED INC	SVC/SUPPLES/TRNG	1,145.00
SPAHN & ROSE LUMBER CO INC	SUPPLIES	161.98
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT	4,775.89
STANTON'S SHEET MUSIC	SUP	97.59
SUPERIOR CLEANING SERVICES LTD	SERVICE	2,313.16
SUPERIOR WELDING INC	SUPPLIES	55.14
THOMAS BUS SALES, INC.	SUPPLIES	108.85
THOMAS ELECTRIC MOTOR SERV INC	SRV/PARTS/SUP	149.05

Fund: 10 OPERATING FUND

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
TIMBERLINE BILLING SERVICES LLC	SERVICES	1,364.57
U.S. CELLULAR	TELEPHONE	642.58
VERN'S TRUE VALUE	SUPPLIES	517.44
VINTON-SHELLSBURG COMM.SCHOOLS	TUIT/FEES/REIMB	15,135.86
VISA CARD SERVICES	SUPPLIES	3,087.02
WASTE MANAGEMENT OF WI-MN	SERVICE	2,293.19
WEST MUSIC CO INC	SUP/SRV/EQUIP	51.52
Vendors Listed: 101	Total:	195,311.24

Fund: 21 STUDENT ACTIVITY FUND

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
ABBOTT, PETER	OFFICIAL	85.00
ANDREWS, RANDY	OFFICIAL	385.00
AREA EDUCATION AGENCY 267	TUIT/SUPP/SERV	1.65
BARKHURST, JOHN	OFFICIAL	85.00
BILL'S PIZZA & SMOKEHOUSE	SUPPLIES	387.00
BLAND'S FLOWER SHOP INC	FLOWERS	61.50
BREAKENRIDGE, JOE	OFFICIAL	101.17
CASH	MEALS	630.00
CLAPP, JAMES	OFFICIAL	85.00
CY & CHARLEY'S INC	REPAIRS/MAINT/SUP	0.00
DECKER SPORTING GOODS	SUPPLIES	2,837.04
DECORAH HIGH SCHOOL	SUPPLIES	50.00
DEMCO INC	SUPPLIES	140.79
DRUVENGA, RANDALL K	OFFICIAL	85.00
DRYML, TIMOTHY	OFFICIAL	60.00
DVORAK, JOHN	OFFICIAL	85.00
EMBASSY SUITES HOTEL	LODGING	891.52
FOPMA, JOEL	OFFICIAL	85.00
GATES, GREGORY	OFFICIAL	120.00
GUENTHER, MARK	OFFICIAL	85.00
HEIDELBAUER, CHRIS	OFFICIAL	85.00
HOFFERT, CASEY	OFFICIAL	85.00
IOWA HS ATHLETIC ASSOCIATION	DUES/FEES	704.00
JAVA JOE'S FUNDRAISING	SRV	662.50
JOHN DEERE FINANCIAL	SUP/SRV/EQUIP	5.28
JOHNSON, BRUCE	OFFICIAL	50.00
JOHNSON, ERIK	OFFICIAL	85.00
JOSTENS INC	SUPPLIES	6,430.14
KALVIG, MICHAEL A.	OFFICIAL	21.78
KEBER, RACHEL	REIMBURSEMENT	57.99
LAW, CHRIS	OFFICIAL	85.00
MACH, BILL	OFFICIAL	85.00
MARY'S FLOWER PATCH	SUP/SRV	50.00
MILLER, MEREDITH	REIMBURSEMENT	50.00
MOEN, GREGORY	REIMBURSEMENT	23.28
MONTICELLO SPORTS INC	SUP/EQUIP	(4,608.00)
NEIL, TERI	STATS KEEPER	1,400.00
PEPSI-COLA	SUPPLIES	608.40
PIZZA RANCH	SUPPLIES	68.48
QUALITY INN & SUITES EVENT CTR	LODGING	1,612.35
RATCHFORD, MICHAEL	OFFICIAL	110.00
RODENBERG, BOB	OFFICIAL	85.00
SAM'S CLUB DIRECT	SUPPLIES	308.96
SCHMIDT, MIKE	OFFICIAL	99.85
SCHUELLER, ROGER	OFFICIAL	85.00
SCHUETZ, PAUL	OFFICIAL	50.00
SIGNS AND MORE	SUPPLIES	668.50
SNYDER, GLEN	OFFICIAL	100.00

Fund: 21 STUDENT ACTIVITY FUND

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
SPIELMAN, CHUCK	OFFICIAL	85.00
STEFFEN, PHILIP	OFFICIAL	75.00
STOLTZ, ALAN	OFFICIAL	107.44
STONE CITY DISTRIBUTION	SUPPLIES	156.00
STUMPS	SUPPLIES	946.43
VAN SCOYOC, JAKE	OFFICIAL	125.00
VERN'S TRUE VALUE	SUPPLIES	16.78
VISA CARD SERVICES	SUPPLIES	5,042.69
WALLACE, STEVE	OFFICIAL	85.00
WALTER, DANIEL	SRV	150.00
WARTBURG COLLEGE TRACK & FIELD	FEES	200.00
WEBER, FRANCIS	OFFICIAL	21.78
WHARRAM, ROBERT	OFFICIAL	50.00
WILSON, DAVID	SERVICE	99.00

Vendors Listed: 62

Total: 22,489.30

Fund: 22 MANAGEMENT FUND

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
AUL	EMPLOYEE INVESTMENTS	914.04
Vendors Listed: 1		Total: <u>914.04</u>

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

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
HSR ASSOCIATES INC	SERVICES	21,719.38
MILLER QUARRY	IMPROVEMENT	486.82
NGE INC	EQUIPMENT	12,493.00
Vendors Listed: 3		Total: <u>34,699.20</u>

Fund: 33 LOCAL OPTION SALES AND SERVICES TAX

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
DOORS INC.	IMP/SUP	8,949.27
Vendors Listed: 1		Total: <u>8,949.27</u>

Fund: 34 New JSH-SILO Bond Fund

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
INRCOG	MGMT COSTS	765.72
LARSON CONSTRUCTION CO. INC.	CONST SERV	1,225,413.49
Vendors Listed: 2	Total:	<u>1,226,179.21</u>

Fund: 36 PHYSICAL PLANT & EQUIPMENT

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
ADVANCE BUILDERS CORP	REPAIR/MAINT	1,401.04
ROWLEY EQUIPMENT	REPAIRS/EQUIPMENT	15,182.00
Vendors Listed: 2		Total: <u>16,583.04</u>

Fund: 61 SCHOOL NUTRITION FUND

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
ANDERSON ERICKSON DAIRY CO.	DAIRY	5,900.25
BITTERMAN, CHRISTY	REFUND	70.45
COUNTRY VIEW DAIRY	DAIRY	132.00
EARTHGRAINS BAKING CO'S INC	BREAD	1,126.28
KECK INC	SUPPLIES	44.00
KIDSVILLE	REIMBURSEMENT	310.00
MOORE, LISA	REFUND	163.80
MYERS-COX CO	SUPPLIES	420.58
OFFICE TOWNE, INC.	SUPPLIES	69.00
SNAI(SCHOOL NUTRITION ASSOC OF IA)	REG FEES	105.00
STONE CITY DISTRIBUTION	SUPPLIES	504.00
US FOODS	SUPPLIES	20,710.38
VISA CARD SERVICES	SUPPLIES	95.09
Vendors Listed: 13	Total:	29,650.83

Fund: 91 AGENCY FUND

<u>Vendor Name</u>	<u>Description</u>	<u>Total</u>
HAUSERS WATER SYSTEM	SUPPLIES	11.00
I.C.S. NUTRITION FUND	SUPPLIES	30.00
VISA CARD SERVICES	SUPPLIES	31.03
Vendors Listed: 3		Total: 72.03

<u>Vendor Name</u>	<u>Vendor Description</u>	
Checking	1	
Checking	1 Fund: 10 OPERATING FUND	
ACADEMIC SPECIALTIES LLC	REPAIRS/MAINT	Vendor Total: 245.00
ACCENT LASER SERVICES	SUPPLIES	Vendor Total: 54.95
AHLERS AND COONEY, P.C.	SERVICES	Vendor Total: 94.00
APPLE INC	EQUIP/SUP	Vendor Total: 474.00
BUSINESS SYSTEMS INC.	SUPPLIES	Vendor Total: 464.93
CASEY'S GENERAL STORES INC	GAS	Vendor Total: 483.68
CEDAR FALLS COMMUNITY SCHOOLS	OE TUITION	Vendor Total: 58,286.48
CHADDOCK	TUIT	Vendor Total: 2,966.47
CITY LAUNDERING CO	SERVICE	Vendor Total: 25.00
CUSTOM CONCRETE LLC	IMPROVEMENT	Vendor Total: 1,535.00
ELECTRICAL ENGINEERING & EQUIP	SUP/IMPROV	Vendor Total: 760.57
ESCHEN TARPY NAPA	SUP/EQUIP	Vendor Total: 165.48
EXCEPTIONAL PERSONS, INC	SERVICE	Vendor Total: 52.25
FAREWAY STORES INC	SUPPLIES	Vendor Total: 67.94
FASTENAL COMPANY	SUPPLIES	Vendor Total: 27.88
FIRST STREET DELI	SUPPLIES	Vendor Total: 44.48
FRIENDS OF FONTANA PARK	SUPPLIES	Vendor Total: 520.40
HAUSERS WATER SYSTEM	SUPPLIES	Vendor Total: 31.00
HAWKEYE COMMUNITY COLLEGE	REG FEES	Vendor Total: 170.00
HEARTLAND PAPER COMPANY	SUP/EQUIPMENT	Vendor Total: 269.65
I.C.S. NUTRITION FUND	SUPPLIES	Vendor Total: 611.18
IASBO	DUES/FEES	Vendor Total: 178.00
IMMANUEL LUTHERAN PRESCHOOL	REIMBURSEMENT	Vendor Total: 4,102.86
INDEPENDENCE BULLETIN JOURNAL	SUPPLIES	Vendor Total: 300.00
INDEPENDENCE CHAMBER OF COMMERCE	DUES/FEES	Vendor Total: 100.00

<u>Vendor Name</u>	<u>Vendor Description</u>		
INDEPENDENCE LIGHT & POWER	UTILITIES	Vendor Total:	18,396.15
IOWA COMMUNICATIONS NETWORK	SERVICE	Vendor Total:	669.34
IOWA HIGH SCHOOL SPEECH ASSOC.	DUES/FEES/SUP	Vendor Total:	286.00
IOWA WORKFORCE DEVELOPMENT	SERVICES	Vendor Total:	110.00
JW PEPPER & SON, INC.	SUPPLIES	Vendor Total:	175.99
KEPHART'S MUSIC CENTER INC	SUP/SRV	Vendor Total:	19.00
KIDSVILLE	REIMBURSEMENT	Vendor Total:	212.50
KWIK TRIP/KWIK STAR STORES	GASOLINE	Vendor Total:	2,090.26
LAKEVIEW NEUROREHAB CENTER	TUITION	Vendor Total:	6,959.88
LAPORTE MOTOR INC	SUP/SRV	Vendor Total:	174.02
LYNCH DALLAS PC	SERVICES	Vendor Total:	1,584.00
MARK MERFELD SNOW PLOWING	SNOW REMOVAL	Vendor Total:	3,275.70
MAURER, ERIN	REIMBURSEMENT	Vendor Total:	19.34
MCCARDLE, CHARLES	SERVICE	Vendor Total:	500.00
MIDAMERICAN ENERGY CO.	NATURAL GAS	Vendor Total:	12,003.01
MOORE, ALISHA	REFUND	Vendor Total:	60.00
NEWS, THE	ADS/LEGALS	Vendor Total:	892.28
O'REILLY AUTOMOTIVE, INC.	SUPPLIES	Vendor Total:	77.52
OELWEIN PUBLISHING COMPANY	ADS/LEGALS	Vendor Total:	838.94
OFFICE DEPOT, INC	SUP/EQUIP	Vendor Total:	387.97
OFFICE TOWNE, INC.	SUPPLIES	Vendor Total:	507.80
PAETEC	UTILITIES	Vendor Total:	849.91
PARTNER FOR LEARNING	REG	Vendor Total:	2,681.00
REGISTRATION SERVICES	REG FEES	Vendor Total:	375.00
RITE PRICE OFFICE SUPPLY INC	SUPPLIES	Vendor Total:	39.98
SCHOOL BUS SALES	VEHICLE/SUPPLIES		

<u>Vendor Name</u>	<u>Vendor Description</u>		
		Vendor Total:	393.29
SHIFFLER EQUIPMENT SALES, INC	SUP/REPAIRS		
		Vendor Total:	109.55
SOFTWARE UNLIMITED INC	SVC/SUPPLES/TRNG		
		Vendor Total:	490.31
ST. JOHN ELEMENTARY SCHOOL	REIMBURSEMENT		
		Vendor Total:	4,663.86
SUPERIOR CLEANING SERVICES LTD	SERVICE		
		Vendor Total:	2,705.17
TIDMORE FLAGS	SUPPLIES		
		Vendor Total:	329.95
TIMBERLINE BILLING SERVICES LLC	SERVICES		
		Vendor Total:	710.70
U.S. CELLULAR	TELEPHONE		
		Vendor Total:	514.48
VERN'S TRUE VALUE	SUPPLIES		
		Vendor Total:	655.27
VISA CARD SERVICES	SUPPLIES		
		Vendor Total:	715.60
WALMART COMMUNITY	SUPPLIES		
		Vendor Total:	513.33
WASTE MANAGEMENT OF WI-MN	SERVICE		
		Vendor Total:	2,325.75
WEST MUSIC CO INC	SUP/SRV/EQUIP		
		Vendor Total:	56.45
ZIESER, RHONDA	REIMBURSEMENT		
		Vendor Total:	168.00
		Fund Total:	139,568.50
Checking	1	Fund: 22	MANAGEMENT FUND
AUL			EMPLOYEE INVESTMENTS
		Vendor Total:	914.04
		Fund Total:	914.04
		Checking Account Total:	140,482.54
Checking	2		
Checking	2	Fund: 61	SCHOOL NUTRITION FUND
ANDERSON ERICKSON DAIRY CO.			DAIRY
		Vendor Total:	5,040.10
EARTHGRAINS BAKING CO'S INC			BREAD
		Vendor Total:	935.86
JACOBSON, LOREN			REFUND
		Vendor Total:	25.20
KECK INC			SUPPLIES
		Vendor Total:	5,558.33
MYERS-COX CO			SUPPLIES
		Vendor Total:	386.74
OFFICE TOWNE, INC.			SUPPLIES
		Vendor Total:	50.00
US FOODS			SUPPLIES
		Vendor Total:	15,630.44
		Fund Total:	27,626.67
		Checking Account Total:	27,626.67

<u>Vendor Name</u>			<u>Vendor Description</u>		
Checking	3	Fund: 21	STUDENT ACTIVITY FUND		
CABEL, TIM			SUPPLIES	Vendor Total:	450.00
IHSADA			REG FEES	Vendor Total:	100.00
IOWA HIGH SCHOOL SPEECH ASSOC.			DUES/FEES/SUP	Vendor Total:	35.00
MILLENNIUM THERAPY			SERVICES	Vendor Total:	1,000.00
MONTICELLO SPORTS INC			SUP/EQUIP	Vendor Total:	180.00
OFFICE DEPOT, INC			SUP/EQUIP	Vendor Total:	143.99
SAM'S CLUB DIRECT			SUPPLIES	Vendor Total:	140.00
SEDLACEK, AMANDA			REIMBURSEMENT	Vendor Total:	437.16
SIGNS AND MORE			SUPPLIES	Vendor Total:	1,172.00
SOUND IMPROVEMENTS LLC			SUP/EQUIP	Vendor Total:	5,829.20
TROTT TROPHIES			SUPPLIES	Vendor Total:	56.00
VISA CARD SERVICES			SUPPLIES	Vendor Total:	2,598.84
VORLAND PHOTOGRAPHY			SUPPLIES	Vendor Total:	25.00
WALMART COMMUNITY			SUPPLIES	Vendor Total:	104.64
WEST MUSIC CO INC			SUP/SRV/EQUIP	Vendor Total:	2,520.00
				Fund Total:	14,791.83
Checking	3	Fund: 91	AGENCY FUND		
HAUSERS WATER SYSTEM			SUPPLIES	Vendor Total:	26.00
VISA CARD SERVICES			SUPPLIES	Vendor Total:	60.14
				Fund Total:	86.14
			Checking Account Total:		14,877.97
Checking	4				
Checking	4	Fund: 33	LOCAL OPTION SALES AND SERVICES TAX		
TRUSTWAVE HOLDINGS INC			EQUIPMENT	Vendor Total:	25,514.25
				Fund Total:	25,514.25
			Checking Account Total:		25,514.25
Checking	5				
Checking	5	Fund: 31	New JSH-G.O. Bond Fund		
COMMUNICATION INNOVATORS			IMPROVEMENT	Vendor Total:	4,839.78
LARSON CONSTRUCTION CO. INC.			CONST SERV	Vendor Total:	964,021.36
MILLER QUARRY			IMPROVEMENT		

<u>Vendor Name</u>	<u>Vendor Description</u>		
STANDARD & POOR'S FINANCIAL SERVICES LLC	SERVICE	Vendor Total:	654.64
		Vendor Total:	301.00
		Fund Total:	969,816.78
Checking 5 Fund: 34 New JSH-SILO Bond Fund			
INFRASTRUCTURE TECHNOLOGY SOLUTIONS	SRV/EQUIP		
		Vendor Total:	41,182.00
LARSON CONSTRUCTION CO. INC.	CONST SERV		
		Vendor Total:	89,286.65
		Fund Total:	130,468.65
		Checking Account Total:	1,100,285.43

Expenditure Report by Facility/Object w/gaap

Object Part 1		Budget	FYTD Net GAAP	% of Budget	Balance at Budget
10					
100	Salaries	654,966.94	246,152.57	37.58%	408,814.37
200	Benefits	176,355.37	67,019.04	38.00%	109,336.33
300	Purchased Prof/Tech Svcs	114,353.91	71,329.65	62.38%	43,024.26
400	Purchased Property Svcs	42,887.87	21,801.50	50.83%	21,086.37
500	Other Purchased Svcs	605,954.97	283,794.17	46.83%	322,160.80
600	Supplies	80,140.34	53,254.19	66.45%	26,886.15
700	Property	109,988.58	1,811.00	1.65%	108,177.58
800	Debt Services	2,323.35	1,546.84	66.58%	776.51
900	AEA Flow-Through	669,843.49	591,985.00	88.38%	77,858.49
0000	DISTRICTWIDE	2,456,814.82	1,338,693.96	54.49%	1,118,120.86
100	Salaries	270,542.78	156,004.41	57.66%	114,538.37
200	Benefits	58,265.52	35,569.58	61.05%	22,695.94
300	Purchased Prof/Tech Svcs	6,495.83	1,285.00	19.78%	5,210.83
400	Purchased Property Svcs	42,752.98	21,102.00	49.36%	21,650.98
500	Other Purchased Svcs	3,537.42	1,731.32	48.94%	1,806.10
600	Supplies	115,011.46	69,682.59	60.59%	45,328.87
700	Property	1,897.72	0.00	0.00%	1,897.72
0010	BUS GARAGE	498,503.71	285,374.90	57.25%	213,128.81
100	Salaries	44,991.90	32,083.31	71.31%	12,908.59
200	Benefits	18,342.92	15,549.66	84.77%	2,793.26
300	Purchased Prof/Tech Svcs	9,575.67	3,763.01	39.30%	5,812.66
500	Other Purchased Svcs	450.00	404.18	89.82%	45.82
600	Supplies	69,706.47	69,347.89	99.49%	358.58
700	Property	0.00	0.00	0.00%	0.00
0011	CURRICULUM	143,066.96	121,148.05	84.68%	21,918.91
100	Salaries	115,151.92	75,362.80	65.45%	39,789.12
200	Benefits	25,120.96	16,938.59	67.43%	8,182.37
300	Purchased Prof/Tech Svcs	37,659.90	17,709.48	47.02%	19,950.42
400	Purchased Property Svcs	0.00	0.00	0.00%	0.00
500	Other Purchased Svcs	4,578.06	3,416.55	74.63%	1,161.51
600	Supplies	47,475.72	12,820.08	27.00%	34,655.64
700	Property	5,497.41	839.80	15.28%	4,657.61
0012	TECHNOLOGY	235,483.97	127,087.30	53.97%	108,396.67
100	Salaries	52,953.89	50,206.87	94.81%	2,747.02
200	Benefits	15,912.55	14,955.79	93.99%	956.76
400	Purchased Property Svcs	14,399.59	6,082.78	42.24%	8,316.81
600	Supplies	77,040.05	52,901.36	68.67%	24,138.69
700	Property	576.73	0.00	0.00%	576.73
0019	DISTRICT GROUNDS	160,882.81	124,146.80	77.17%	36,736.01
100	Salaries	335,562.54	222,049.44	66.17%	113,513.10
200	Benefits	74,471.35	45,776.14	61.47%	28,695.21
300	Purchased Prof/Tech Svcs	66,410.24	41,700.24	62.79%	24,709.90
400	Purchased Property Svcs	8,639.90	3,927.98	45.46%	4,711.92
500	Other Purchased Svcs	29,604.05	21,130.89	71.38%	8,473.16
600	Supplies	27,375.51	17,220.53	62.90%	10,154.98
700	Property	415.95	53.95	12.97%	362.00
800	Debt Services	1,932.88	1,767.48	91.44%	165.40
0090	ADMINISTRATION	544,412.42	353,626.75	64.96%	190,785.67
100	Salaries	203,214.53	85,619.06	42.13%	117,595.47
200	Benefits	67,426.78	25,033.14	37.13%	42,393.64
300	Purchased Prof/Tech Svcs	11,264.56	8,404.12	74.61%	2,860.44
400	Purchased Property Svcs	4,502.67	1,966.49	43.67%	2,536.18
500	Other Purchased Svcs	0.00	0.00	0.00%	0.00
600	Supplies	24,385.69	11,999.82	49.21%	12,385.87
700	Property	3,939.24	3,854.92	97.86%	84.32
800	Debt Services	0.00	0.00	0.00%	0.00
1110	ECSR CENTER	314,733.47	136,877.55	43.49%	177,855.92
300	Purchased Prof/Tech Svcs	50,070.48	24,230.02	48.39%	25,840.46
400	Purchased Property Svcs	0.00	0.00	0.00%	0.00
500	Other Purchased Svcs	450.00	425.00	94.44%	25.00
600	Supplies	3,426.10	1,188.05	34.68%	2,238.05
700	Property	29,166.42	0.00	0.00%	29,166.42
1120	KIDSVILLE PRE-SCHOOL GRANT	83,113.00	25,843.07	31.09%	57,269.93
300	Purchased Prof/Tech Svcs	58,352.94	25,587.16	43.85%	32,765.78
500	Other Purchased Svcs	8.99	0.00	0.00%	8.99
600	Supplies	2,928.31	1,686.04	57.58%	1,242.27
700	Property	14,748.39	14,707.95	99.73%	40.44
1130	ST. JOHNS PRE-SCHOOL GRANT	76,038.63	41,981.15	55.21%	34,057.48
300	Purchased Prof/Tech Svcs	54,409.57	22,929.23	42.14%	31,480.34
500	Other Purchased Svcs	8.99	0.00	0.00%	8.99
600	Supplies	2,270.12	563.08	24.80%	1,707.04
700	Property	14,958.14	14,878.92	99.47%	79.22
1140	WEE CARE PRE-SCHOOL GRANT	71,646.82	38,371.23	53.56%	33,275.59
100	Salaries	47,126.30	25,956.16	55.08%	21,170.14
200	Benefits	15,109.37	9,162.31	60.64%	5,947.06
300	Purchased Prof/Tech Svcs	666.70	434.03	65.10%	232.67
500	Other Purchased Svcs	296.96	285.48	96.13%	11.48
600	Supplies	6,694.21	2,332.80	34.85%	4,361.41
700	Property	17,519.01	998.00	5.70%	16,521.01
800	Debt Services	300.00	295.00	98.33%	5.00
1150	INDEE PRE-SCHOOL GRANT	87,712.55	39,463.78	44.99%	48,248.77
100	Salaries	1,418,937.87	768,841.97	54.18%	650,095.90
200	Benefits	443,759.76	239,456.18	53.96%	204,303.58
300	Purchased Prof/Tech Svcs	18,004.02	8,407.59	46.70%	9,596.43
400	Purchased Property Svcs	11,130.85	6,920.46	62.17%	4,210.39
500	Other Purchased Svcs	50,473.28	18,191.12	36.04%	32,282.16
600	Supplies	65,937.72	42,604.79	64.61%	23,332.93
700	Property	5,168.51	3,137.00	60.69%	2,031.51
1418	EAST ELEMENTARY	2,013,412.01	1,087,559.11	54.02%	925,852.90
100	Salaries	1,810,981.20	947,026.14	52.29%	863,955.06
200	Benefits	635,358.28	307,217.54	48.35%	328,140.74
300	Purchased Prof/Tech Svcs	37,349.07	5,152.63	13.80%	32,196.44
400	Purchased Property Svcs	11,547.13	7,598.70	65.81%	3,948.43
500	Other Purchased Svcs	87,246.38	61,526.86	70.52%	25,719.52
600	Supplies	120,015.24	63,017.39	52.51%	56,997.85
700	Property	9,058.17	1,473.99	16.27%	7,584.18
800	Debt Services	352.00	333.00	94.60%	19.00
1427	WEST ELEMENTARY	2,711,907.47	1,393,346.25	51.38%	1,318,561.22

100	Salaries	3,175,894.50	1,801,971.84	56.74%	1,373,922.66
200	Benefits	982,736.56	591,512.91	60.19%	391,223.65
300	Purchased Prof/Tech Svcs	6,504.84	4,956.47	76.20%	1,548.37
400	Purchased Property Svcs	38,346.08	24,892.77	64.92%	13,453.31
500	Other Purchased Svcs	315,605.02	172,508.64	54.66%	143,096.38
600	Supplies	222,117.29	119,325.33	53.72%	102,791.96
700	Property	13,643.86	7,624.91	55.89%	6,018.95
800	Debt Services	6,477.52	6,435.75	99.36%	41.77
3109	HIGH SCHOOL	4,761,325.67	2,729,228.62	57.32%	2,032,097.05
100	Salaries	3,640.00	2,041.69	56.09%	1,598.31
200	Benefits	533.00	333.20	62.51%	199.80
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
600	Supplies	0.00	0.00	0.00%	0.00
700	Property	0.00	0.00	0.00%	0.00
3209	FOUR OAKS AT MHI	311,730.52	2,374.89	0.76%	309,355.63
100	Salaries	0.00	2,370.00	0.00%	2,370.00
200	Benefits	0.00	181.30	0.00%	181.30
3299	SCHOOL ACTIVITIES	0.00	2,551.30	0.00%	0.00
100	Salaries	131,037.98	70,050.89	53.46%	60,987.09
200	Benefits	52,150.30	32,304.10	61.94%	19,846.20
300	Purchased Prof/Tech Svcs	78.00	75.00	96.15%	3.00
400	Purchased Property Svcs	358.14	77.14	21.54%	281.00
500	Other Purchased Svcs	205.00	0.00	0.00%	205.00
600	Supplies	936.83	302.60	32.30%	634.23
700	Property	0.00	0.00	0.00%	0.00
3309	SUCCESS CENTER	184,766.25	102,809.73	55.64%	81,956.52
Grand Total:		14,655,551.08	7,947,933.14	54.23%	6,707,617.94

GENERAL FUND

Revenues	July	August	September	October	November	December	January	February	March	April	May	June
State Aid	\$ -	\$ -	\$ 772,436.00	\$ 772,436.00	\$ 772,436.00	\$ 778,478.28	\$ 765,719.00	\$ 765,719.00				
Property Taxes	\$ 57,601.83	\$ 92,396.81	\$ 428,991.36	\$ 1,564,627.92	\$ 439,091.13	\$ 580,135.76	\$ 84,696.16	\$ 187,818.31				
Federal Funds	\$ 43,845.84	\$ 9,193.00	\$ 7,373.48	\$ 24,621.33	\$ 54,077.22	\$ 40,781.78	\$ -	\$ 12,104.49				
Other	\$ 19,407.27	\$ 506,255.66	\$ 123,041.29	\$ 105,830.78	\$ 89,419.64	\$ 6,396.00	\$ 62,272.39	\$ 38,285.01				
Total	\$ 120,854.94	\$ 607,845.47	\$ 1,331,842.13	\$ 2,467,516.03	\$ 1,355,023.99	\$ 1,405,791.82	\$ 912,687.55	\$ 1,003,926.81	\$ -	\$ -	\$ -	\$ -

Expenditures	July	August	September	October	November	December	January	February	March	April	May	June
Salaries	\$ 647,367.06	\$ 664,615.30	\$ 720,660.53	\$ 733,314.47	\$ 732,728.43	\$ 734,831.00	\$ 717,320.07	\$ 727,615.37				
Benefits	\$ 216,667.98	\$ 219,295.89	\$ 227,537.56	\$ 227,161.50	\$ 228,413.43	\$ 228,089.00	\$ 226,302.18	\$ 227,322.07				
Other	\$ 119,109.60	\$ 167,050.54	\$ 81,968.21	\$ 94,754.27	\$ 219,951.28	\$ 267,245.00	\$ 425,225.14	\$ 194,914.09				
Total	\$ 983,144.64	\$ 1,050,961.73	\$ 1,030,166.30	\$ 1,055,230.24	\$ 1,181,093.14	\$ 1,230,165.00	\$ 1,368,847.39	\$ 1,149,851.53				
Difference	\$ (862,289.70)	\$ (443,116.26)	\$ 301,675.83	\$ 1,412,285.79	\$ 173,930.85	\$ 175,626.82	\$ (456,159.84)	\$ (145,924.72)	\$ -	\$ -	\$ -	\$ -

SILO/PPEL Funds

Revenues	July	August	September	October	November	December	January	February	March	April	May	June
SILO	\$	\$	\$ 67,389.29	\$ 67,033.06	\$ 154,699.98	\$ 68,945.01	\$ 68,301.51	\$ 68,945.02				
PPEL	\$	\$ 7,121.14	\$ 25,291.17	\$ 90,304.62	\$ 26,161.32	\$ 7,226.98	\$ 5,772.67	\$ 2,356.02				
Total	\$	\$ 7,121.14	\$ 25,291.17	\$ 157,337.68	\$ 180,861.30	\$ 76,171.99	\$ 74,074.18	\$ 71,301.04	\$ -	\$ -	\$ -	\$ -

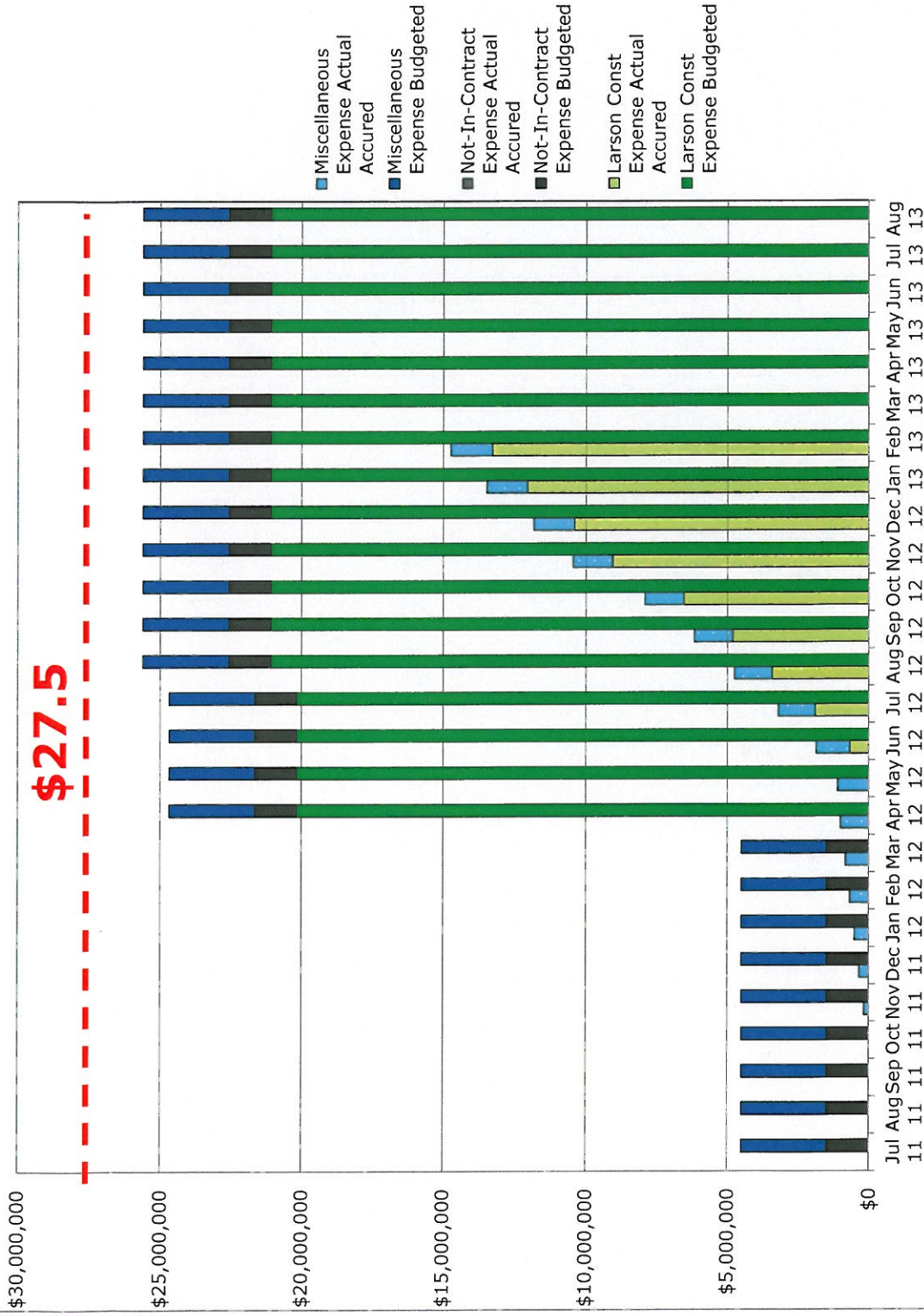
Expenditures	July	August	September	October	November	December	January	February	March	April	May	June
Technology	\$ 69,431.72	\$ -	\$ 5,809.08	\$ 1,114.46	\$ 7,380.85	\$ 1,625.39	\$ -	\$ 15,182.00				
Buildings/Grounds	\$ 68,861.18	\$ 49,462.73	\$ -	\$ 1,768.99	\$ 2,517.48	\$ 35,187.80	\$ 9,990.56	\$ 10,350.31				
Other	\$ 4,500.97	\$ 12,087.02	\$ -	\$ -	\$ 27,309.28	\$ 3,346.25	\$ -	\$ -				
Total	\$ 142,793.87	\$ 61,549.75	\$ 5,809.08	\$ 2,883.45	\$ 37,207.61	\$ 40,159.44	\$ 9,990.56	\$ 25,532.31	\$ -	\$ -	\$ -	\$ -

	General Obligation (31)	SILO Funds (34)	FEMA (34)	Donations (27)	Bank Iowa (70%)	Security State (30%)
Beginning Balances	\$ 9,908,758.25	\$ 7,513,480.38	\$ 21,000.00	\$ 800,000.00	\$ 12,755,567.04	\$ 5,466,671.59
EXPENSES						
July '11						
The Louis Berger Group Inc						
Month End Totals	\$ 2,000.00	\$ 7,513,480.38	\$ 21,000.00	\$ 800,000.00	\$ 1,400.00	\$ 600.00
	\$ 9,906,758.25				\$ 12,754,167.04	\$ 5,466,071.59
August '11						
The Louis Berger Group Inc						
Month End Totals	\$ 2,000.00	\$ 7,513,480.38	\$ 21,000.00	\$ 800,000.00	\$ 1,400.00	\$ 600.00
	\$ 9,904,758.25				\$ 12,752,767.04	\$ 5,465,471.59
October '11						
HSR & Assoc.	\$ 150,000.00				\$ 105,000.00	\$ 45,000.00
Month End Totals	\$ 9,754,758.25	\$ 7,513,480.38	\$ 21,000.00	\$ 800,000.00	\$ 12,647,767.04	\$ 5,420,471.59
November '11						
Standard & Poor's Financial	\$ 13,000.00				\$ 9,100.00	\$ 3,900.00
HSR & Assoc.	\$ 150,000.00	\$ 646,250.00			\$ 105,000.00	\$ 45,000.00
Month End Totals	\$ 9,591,758.25	\$ 7,513,480.38	\$ 21,000.00	\$ 800,000.00	\$ 12,533,667.04	\$ 5,371,571.59
December '11						
HSR & Assoc.	\$ 150,000.00				\$ 105,000.00	\$ 45,000.00
Bankers Trust					\$ 452,375.00	\$ 193,875.00
Piper Jaffray & Co	\$ 24,230.00				\$ 16,961.00	\$ 7,269.00
Month End Totals	\$ 9,417,528.25	\$ 6,867,230.38	\$ 21,000.00	\$ 800,000.00	\$ 11,959,331.04	\$ 5,125,427.59
January '12						
Ahlers & Cooney - Attorney	\$ 11,546.09				\$ 8,082.26	\$ 3,463.83
HSR & Assoc.	\$ 150,000.00				\$ 105,000.00	\$ 45,000.00
Month End Totals	\$ 9,255,982.16	\$ 6,867,230.38	\$ 21,000.00	\$ 800,000.00	\$ 11,846,248.78	\$ 5,076,963.76
February '12						
Bankers Trust	\$ 1,000.00				\$ 700.00	\$ 300.00
HSR & Assoc.	\$ 150,000.00				\$ 105,000.00	\$ 45,000.00
Standard & Poor's Financial	\$ 11,774.00				\$ 8,241.80	\$ 3,532.20
Month End Totals	\$ 9,093,208.16	\$ 6,867,230.38	\$ 21,000.00	\$ 800,000.00	\$ 11,732,306.98	\$ 5,028,131.56
March '12						
Standard & Poor's CUSIP	\$ 550.00				\$ 385.00	\$ 165.00
HSR & Assoc.	\$ 150,000.00				\$ 105,000.00	\$ 45,000.00
Point of Beginnings	\$ 2,550.00				\$ 1,785.00	\$ 765.00
Month End Totals	\$ 8,940,108.16	\$ 6,867,230.38	\$ 21,000.00	\$ 800,000.00	\$ 11,625,136.98	\$ 4,982,201.56
April '12						
Consolidated Energy	\$ 7,542.59				\$ 5,279.81	\$ 2,262.78
HSR & Assoc.	\$ 90,000.00				\$ 63,000.00	\$ 27,000.00
HSR & Assoc.	\$ 5,000.00				\$ 3,500.00	\$ 1,500.00
Terracon Consultants	\$ 15,000.00				\$ 10,500.00	\$ 4,500.00
Month End Totals	\$ 8,822,565.57	\$ 6,867,230.38	\$ 21,000.00	\$ 800,000.00	\$ 11,542,857.17	\$ 4,946,938.78

	General Obligation (31)	SILO Funds (34)	FEMA (34)	Donations	Bank Iowa (70%)	Security State (30%)
May '12						
HSR & Assoc.	\$ 90,385.00				\$ 63,269.50	\$ 27,115.50
INRCOG						
Bankers Trust Company	\$ 200.00		604.81			
Consolidated Energy Co.	\$ 7,431.79				\$ 140.00	\$ 60.00
Month End Totals	\$ 8,724,548.78	\$ 6,867,230.38	\$ 20,395.19	\$ 800,000.00	\$ 11,474,245.42	\$ 4,917,533.74
June '12						
INRCOG						
Larson Construction	\$ 652,058.44		496.50		\$ 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	\$ 13,178.26				\$ 9,224.78	\$ 3,953.48
Miller Quarry	\$ 2,969.91				\$ 2,078.94	\$ 890.97
Point of Beginning	\$ 1,500.00				\$ 1,050.00	\$ 450.00
Month End Totals	\$ 7,957,855.35	\$ 6,867,230.38	\$ 19,898.69	\$ 800,000.00	\$ 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	\$ 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						
Larson Construction	\$ 1,236,699.43		590.59		\$ 865,689.60	\$ 371,009.83
Bankers Trust	\$ -	\$ 750.00			\$ 525.00	\$ 225.00
Month End Totals	\$ 6,681,044.65	\$ 6,866,480.38	\$ 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.	\$ 295.92				\$ 207.14	\$ 88.78
HSR & Assoc	\$ 14,000.00				\$ 9,800.00	\$ 4,200.00
ICSD Schoolhouse Fund	\$ 750.00				\$ 525.00	\$ 225.00
Larson's Construction	\$ 1,532,421.25				\$ 1,072,694.88	\$ 459,726.37
Miller Quarry	\$ 10,592.58				\$ 7,414.81	\$ 3,177.77
INRCOG	\$ -		292.57		\$ -	\$ -
Month End Totals	\$ 5,122,768.55	\$ 6,866,480.38	\$ 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.	\$ 258.51				\$ 180.96	\$ 77.55
Larson Construction	\$ 1,392,542.94				\$ 974,780.06	\$ 417,762.88
Month End Totals	\$ 3,729,894.10	\$ 6,866,480.38	\$ 18,210.53	\$ 800,000.00	\$ 7,977,462.13	\$ 3,418,912.35

	General Obligation (31)	SILO Funds (34)	FEMA (34)	Donations	Bank Iowa (70%)	Security State (30%)
October '12						
Larson Construction	1,734,614.42				1,214,230.09	520,384.33
INRCOG					\$	\$
HSR & Assoc	14,000.00		1,247.89		\$	\$
Consolidated Energy Co.	2,868.84				9,800.00	4,200.00
Innovative Ag Services	4,326.35				2,008.19	860.65
Month End Totals	1,974,084.49	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				9,800.00	4,200.00
Larson Construction		2,510,350.25			1,757,245.18	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					\$	\$
ICS Schoolhouse Fund	250.00		442.40		\$	\$
HSR & Assoc	14,000.00				175.00	75.00
Bruening Rock	119.24				9,800.00	4,200.00
Ahlers & cooney, P.C.	346.00				83.47	35.77
Larson Construction		1,344,016.23			242.20	103.80
MidAmerican Energy	10,116.55				940,811.36	403,204.87
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						
FEMA reimbursement		1,542,232.62	95,966.40		1,079,562.83	462,669.79
HSR & Assoc	14,000.00		95,966.40		9,800.00	4,200.00
INRCOG			1,038.07		\$	\$
Month End Totals	1,926,386.29	1,469,881.28	15,482.17	800,000.00	2,937,387.29	1,258,880.28
February '13						
Larson Construction						
FEMA Reimbursement		916,378.86	309,034.63		641,465.20	274,913.66
HSR & Assoc	21,719.38		309,034.63		\$	\$
Miller Quarry	486.82				15,203.56	6,515.82
NGE, Inc (Mat Holst)	12,493.00				340.77	146.05
INRCOG			765.72		8,745.10	3,747.90
Month End Totals	1,891,687.09	553,502.42	14,716.45	800,000.00	2,271,632.66	973,556.85

New Junior/Senior High School Expenditures



Board Report for March

Jennifer Sornson, Junior/Senior High School Principal

We were able to complete the Iowa Assessments. We had to make adjustments, because of snow and Junior High students had to complete one test during a regular class period. All make-ups are complete and tests have been sent in for scoring.

Next building wide testing will be NWEA-MAP testing. Senior High will test the week of April 29. Junior High will test in early May.

Term adjustments (please let this be the last time!). Term 3 is now extended to March 28. Term 4 will begin April 1 and end May 31. Seniors last day will be May 21. 4th Term Parent-Teacher Conferences will be held April 18, 3:30-7:30

Musical - Legally Blonde - March 14, 15, 16 at 7:30.
Afternoon matinee for Junior High - March 13 at 1:00

Prom is fast approaching, April 13. Winter Dance was held February 23. It was very well attended and behavior was excellent.

All registration materials have been distributed to 8th, 9th, 10th, and 11th graders. Guidance Counselors met with all students. It will take another two weeks to have all registration sheets returned. I will then have information to share about student interest and number of sections offered. We will have more skinnies of Math, Spanish, and PE next year.

Professional Development will focus on developing lessons and learning team websites. They will be reviewing tools and resources. Learning teams will review lessons and make suggestions for technology integration.

The Junior-Senior High will have a lockdown drill in April. During the drill we will conduct a search of the building with the drug dogs. Chief Miller is helping with the arrangements.

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

Silver Cord update – 60 students have logged over 1100 hours. Silver participants will have a meeting on March 20 during advisor time. They will share ideas and focus on upcoming summer volunteer opportunities.

March Junior High Board Report by Rob Arnold

Iowa Assessments:

We completed all of our Iowa Assessments for the 2012-2013 school year. We look forward to getting our data back to analyze the changes we made this year to see if they were effective. We still have a lot of work to do to get our reading scores up to the level they should be. Our staff has been working very diligently to see that happen. We will be continuing to develop responses to the data as it becomes available later this spring.

R.T.I. Update

Our R.T.I. team has continued to meet to develop a stronger response to our students' academic struggles. We are currently developing a better method of screening our students for next year. We are looking at Iowa Assessment data, NWEA testing data, as well as some specific reading and math screens to specifically identify skills that maybe lacking. We are working to have these in place at the start of May so that we can identify students before next school year to provide them appropriate, individualized interventions.

Mrs. Elzey has been piloting an intervention that addressed reading this spring. We screened these students, identified their specific area of weakness in reading, and are utilizing a program to hit those specific skills. She will be sharing her findings at the board meeting. The results are very exciting.

Extended Learning Center

Update on our Extended Learning Center. We have missed one Monday due to snow; otherwise this program has really been effective. We are referring students who are not completing their assigned work outside of class after referring them to our 25-minute homework room. Our numbers have been fluctuating based the amount of work each core teacher (Math, Science, Social Studies, and Language Arts) has assigned. But what is even more amazing is the number of students we have had who are notified on Friday afternoon who come back to school on Monday with all their work caught up. We are averaging about 20 students out of both the seventh and eighth grade who are being referred. By Monday evening we are usually down to 3 or 4 per grade level who still need to attend. Again, our intent with this is not to punish but provide a quiet, stable, sustainable work environment that many of our students cannot get at home. We are getting great feedback from parents as well. The communication and timeliness of the information is making a difference.

**Report to the Board of Education
West Elementary
March 18, 2013**

Sixth Grade Play

The play "The Princess Who Had No Name" was presented the afternoon of February 22 to K-6 students and then again that evening at 7:00 for the communities. There was a great crowd for the evening show. Parents of the cast organized a cast party following the show. We have heard lots of positive comments from the community about the show!

Character Counts Assembly

This month's assembly was held on March 1 and focused on the pillar "Caring." Students receiving an award included Brynn Bonefas, Alexander Heyl, Riley Peyton, and Jon Turner (3rd graders); Avery Patton, Kennedy Lamphier, Danielle Thomas, and Rachel Shonk (4th graders); Faith Janaszak, Hunter Domeyer, Sophie Wolf, Emma Hansen, Landry Jones, and Jaydn Schultz (5th graders); Abby Meiborg, Jocelyn Staton, Mason Fox, Riley Kahler, Natasha Cole, and Jenessa Barloon (6th graders). The Young and Rowdy team presented a puppet show and short skit focused on good citizenship. Parent attendance is growing, which is great to see.

Eastern Iowa Reading Council Writing Contest Winners

Winners in the Eastern Iowa Reading Council Creative Writing Contest included: 3rd grader-Nick Homan "The Land Beyond Ours" (3rd place); 4th graders-Jazlyn Smith "Susie's Monster" (1st place) and Molly Rothman "Holiday Traditions" (3rd place); 5th graders-Elizabeth Moore "My Nightmare" (1st place) and Brooklyn Arnold "Lioness Life" (2nd place); and 6th graders Jenessa Barloon "Diary of a Pickle" (1st place) and Sophie Michael "Fire Alarm" (3rd place).

Winners of the Eastern Iowa Reading Council Poetry Contest included: 4th grader-Jazlyn Smith "Meadows" (2nd place); 5th grader-Jenna Smith "My Wish" (1st place); 6th grade-McKenna Kirchhoff "Music" (2nd place), and Sophie Michael "A View from Above" (3rd place).).

First place winners advance to state competition.

At Home Reading Program

Some 285 students met their February At Home Reading goal and will be going to Lucky 10 Lanes for an hour of bowling fun. Students will be going on Monday and Wednesdays throughout the month. Volunteers will be there to help students as needed.

Special Olympics

Kyle Eilers and Mason Fox participated in the Special Olympics Track and Field Event held at the Unidome this month. They both participated in the softball throw and the 50 Meter Dash. Mason got 2nd in the softball throw and 3rd in the 50 meter dash. Kyle got 1st in the 50 meter dash and 4th in the softball throw. The other team member, Xavier Fitz, was not able to participate that day.

Music Department Celebrations

- Four 5th graders have been selected to compete in the NEICDA (Northeast Iowa Choral Directors Association) 5th and 6th Grade Honor Choir- Keegan Zimmerly, Janessa Barloon, Kyle Eilers, and Conner Davison. They will travel to Oelwein on April 30th to participate in the event. Twelve students tried out and were randomly selected.
-
- The 6th grade band participated in the North East Iowa Band Association's solo contest. All students played a solo in front of a judge and were given ratings of Superior, Excellent or Good. The following students were recognized with a special rating of Highly Superior: Zander Smith-Xylophone, Janessa Barloon, Flute; Caleb Shonk, trombone; Sydney Hearn, oboe; Megan Corkery, clarinet; Ericka Carmona, clarinet; and Abby Meiborg, flute.

The 5th and 6th graders had their vocal and band concert on Thursday, March 7. As usual, the gym was packed with parents, friends, and family members there to enjoy the show. It was a great concert showcasing our students' talents.

The 6th grade band also participated in the NEIBA Large Group Contest held at North Fayette High School in West Union on Friday, March 8. They brought home another "superior" rating.

Lockdown

We practiced our lockdown procedures again on February 19 with Rick Wulfekuhle (emergency management) and Dave Niedert (police department) present. They were impressed with the speed with which everything got very quiet in the building. They walked around the building with Jami and I checking all parts of the building. Staff had been told that the "all clear" message would come from either Jami or me with an announcement at their door. As Dave walked around with me, he knocked on a few doors and announced himself. He was very pleased that those teachers did not open their door. Rick, Dave, Jami, and I debriefed after the drill and talked about some things we could adjust. They will return for each drill this year. Our next one will include East and ECC and will be during recess so that we can test other parts of our plan.

Sandy Merritt

3/18/13 School Board Meeting
Principal's Report
Mary Jean Blaisdell

1. March Inservice
 - a. Mar 21: Learning Teams: Math, Common Core
2. Kindergarten Roundup
 - a. K Roundup was March 14/15.
 - b. We will start transition meetings for incoming Special Education Kindergarten students as well as other transitioning students in SpEd in April
3. PK4
 - a. We held Registration and continue to gather names for 13-14
 - b. We've rescheduled our March Preschool Family Night Out event for March 26.
 - c. East Elementary/ECC will be represented at the Buchanan County Early Childhood Fair at Heartland Acres on Saturday, March 16. We will have materials available on display that provided information about programs at the East Elementary and the Early Childhood Center.
5. March 28th 6:30 pm East 1st/West 3 Vocal Music Concert @ West
6. East and the ECC had visitors from Edgewood-Colesburg, Dyersville and AEA on March 12 to take a look at our SMART BoostUp program (if you don't remember what this is, go to:
<https://sites.google.com/a/independence.k12.ia.us/dr-blaisdell/boost-up>
We're excited to share what we've learned with them.
7. Author, Eileen Christelow, will be coming to visit East and presenting her books at an assembly March 21
8. We've concluded Round 2 of our RtI program and have analyzed the data in order to prepare for delivering interventions to students in Round 3.
9. East will be doing a lock down in conjunction with ECC and West soon to see how well we do this all at the same time. ECC staff sat down with KV staff to walk through procedures. It will be the first time the ECC has actually done a lock down procedure.

March Activities Report by Rob Arnold

Things are pretty quiet this time of year in the activities realm. Spring sports will have all started practice by the time of this board meeting. Our fall play will have run its final performance in our gymnasium theatre forever. And our Boys and Girls Track teams will have run in 2 indoor events. It has been a challenging spring due to the weather. All of these spring sports are outdoor events that depend on good weather to practice. We have established an indoor practice rotation that allows each team gym time and space but it is far from ideal. However, participation numbers are strong and our kids have been working hard.

Winter Sports Banquets

March is also the time of year where our Winter sports are celebrating the accomplishments of the seasons. All three Winter sports and the cheerleaders have award banquets scheduled. These are great events that not only highlight team accomplishments, but also provide opportunities to award individual accomplishments that many times go unnoticed during the season.

Track

Both the Boys and Girls Track teams have started practice. We have roughly 25 boys out for track this season. This is up by about 13 boys from previous years. They have been working very hard in the weight room as well as over at the West Elementary Gym. They begin their indoor season on March 12 at Wartburg. They will run their first outdoor meet, weather permitting, on March 26th at West Delaware. The boys are excited and looking to do some really great things.

The girls are also working very hard. We have 20 girls out at this time. They too have been working hard running in the cold and the snow to get ready for the season. They also begin their indoor meets at Wartburg on March 12th and will run their first outdoor event on April 2 on our track in a meet hosted by Jesup at our track. We look forward to watching their success this year as well.

Soccer

Both boys and girls soccer have begun their pre-season open gym and conditioning. Official soccer practice will start on March 18th. The boys and girls have been training hard this off-season and are looking to successful seasons. There are 24 boys out and 27 girls as of writing of this report.

Tennis

Boys and Girls Tennis are also beginning practice the week of March 11th. They will be working out at the High School in the weight room, hallways, and cafeteria until the Musical is over and they can get in the gym. From early indications there will be about 17 boys and 30 girls playing tennis for Independence this Spring. Those are great numbers and include a lot of athletes who have just started playing.

Golf

Golf will also be able to start practicing on March 11th. The girls are going to start by hitting into nets at West and the boys will follow next week. Early numbers on girl's golf is right around 10 with returning State Runner Up Mackenzie Black leading the squad. The boys had 15 show up for the meeting and are continuing to pick up some guys who missed. The girls will play at Three Elms for their home meets while the boys will play at River Ridge.

Football Stadium Speakers

This spring we will be installing a new sound system at the Football Field/Track. This will be mounted on the Press Box and allow for both home and the visitor side to hear the PA much better. It is also equipped with wireless mic's for presentation on the track as well as a wireless mic for the Football Referee for Varsity contests. We are excited about this upgrade and the over all effect it will have on our home environment for the fall. It will also greatly enhance our track meet experience as the contestants and fans will be able to hear the announcements.

Fundraising Requests For March:

Group	Date	Purpose	Item	Amount
JH Student Council	2/18	8 th grade Graduation Dance	Coffee	\$200
Boys Soccer	2/19	Uniforms and Supplies	Pizza Ranch	\$500
Boys Soccer	2/19	Uniforms and Supplies	Car Wash	\$1000
Boys Soccer	2/22	Game Ball Purchasing	Boot Camp	\$100
Baseball	2/27	Baseball equipment needs	Discount Card	\$3500
JH Student Council	3/8	Money for House Fire Victims	Donations	\$200

Report to Board of Education

Curriculum/Student Services

March 18, 2012



At-Risk

"At-Risk" is defined as any identified student who needs additional support and is not meeting or not expected to meet the established goals of the educational program (academic, personal/social, career/vocational). At-risk students include but are not limited to students in the following groups: homeless children and youth, dropouts, returning dropouts, and potential dropouts. To be classified as At-Risk, a student would need to fall under two of the four criteria:

1. Having a high rate of absences/tardies
2. Low connectivity to school. (No/limited extracurricular participation,, expressed feelings of not belonging, or lack of identification with school
3. Poor grades. (Receiving F's in one or more core school subjects or grade levels.)
4. Low Achievement. (In reading or math, which reflect two or more years below grade level.)

Throughout the school year, the Student Assistance Team and the At-Risk teams in each building have kept a close eye on our significantly At-Risk population. Upon identifying students, each building team has met to complete Personal Education Plans for these students. The PEP contains information regarding eligibility criteria, student goals, academics, and student behaviors that may hinder their learning. It may also contain any data, academic/behavioral plans, supplemental interventions, etc. the student receives.

Each building team has put a significant amount of time and effort into each student and their plan and should be very proud of the work they have done. These plans will be revisited for modifications or enhancements from time to time to meet the needs of all students. The Personal Education Plan has been included with this overview. As you review the plan, keep in mind this is one piece of our Dropout Prevention Plan. It is our goal for all students in the Independence Community School District to be successful now and in the future.

Independence Community School District

Personal Education Plan

Program Manager _____

Student Name _____ School _____

Address _____ Phone _____ Birth Date _____

Parent/Guardian _____ State I.D. _____ Entry Date _____

Eligibility Criteria

Listed below are the fields you may choose to address. Please mark the applicable problem area(s) and goals. Please document any goal progress made. Please write specific expectations in relationship to the goal in the space provided on the last page.

Please check all the areas that apply:

_____ High Rate of absences/tardiness as defined by the district attendance policy

_____ Low connectivity to school

_____ Poor grades in one of more core subjects

_____ Low achievement (behind in credits to graduate or below grade level)

Goals

_____ Improve academic performance _____ Improve attendance _____ Improve school behavior/attitude _____ Improve reading/math scores

Program Log

Year	Grade	Programs
------	-------	----------

_____	_____	_____ Headsprout _____ Title I _____ Reading Recovery _____ After-School Program _____ Summer School _____ Second Step _____ Special Education _____ At-Risk _____ BCSC (Dual Enrolled) _____ BCSC (Full Time) _____ Counseling _____ E2020 _____ Mentoring _____ Attendance Intervention _____ Health Plan _____ Behavior Plan _____ 504 Plan _____ Supplementary Intervention (not already specified) _____ Intensive Intervention (not already specified) _____ Title III
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Comments/Progress:

Year	Grade	Programs
_____	_____	___ Headsprout ___ Title I ___ Reading Recovery ___ After-School Program ___ Summer School ___ Second Step ___ Special Education ___ At-Risk ___ BCSC (Dual Enrolled) ___ BCSC (Full Time) ___ Counseling ___ E2020 ___ Mentoring ___ Attendance Intervention ___ Health Plan ___ Behavior Plan ___ 504 Plan ___ Supplementary Intervention (not already specified) ___ Intensive Intervention (not already specified) ___ Title III

Comments/Progress:

Year	Grade	Programs
_____	_____	___ Headsprout ___ Title I ___ Reading Recovery ___ After-School Program ___ Summer School ___ Second Step ___ Special Education ___ At-Risk ___ BCSC (Dual Enrolled) ___ BCSC (Full Time) ___ Counseling ___ E2020 ___ Mentoring ___ Attendance Intervention ___ Health Plan ___ Behavior Plan ___ 504 Plan ___ Supplementary Intervention (not already specified) ___ Intensive Intervention (not already specified) ___ Title III

Comments/Progress:

Year	Grade	Programs
_____	_____	___ Headsprout ___ Title I ___ Reading Recovery ___ After-School Program ___ Summer School ___ Second Step ___ Special Education ___ At-Risk ___ BCSC (Dual Enrolled) ___ BCSC (Full Time) ___ Counseling ___ E2020 ___ Mentoring ___ Attendance Intervention ___ Health Plan ___ Behavior Plan ___ 504 Plan ___ Supplementary Intervention (not already specified) ___ Intensive Intervention (not already specified) ___ Title III

Comments/Progress:

Year	Grade	Programs
_____	_____	___ Headsprout ___ Title I ___ Reading Recovery ___ After-School Program ___ Summer School ___ Second Step ___ Special Education ___ At-Risk ___ BCSC (Dual Enrolled) ___ BCSC (Full Time) ___ Counseling ___ E2020 ___ Mentoring ___ Attendance Intervention ___ Health Plan ___ Behavior Plan ___ 504 Plan ___ Supplementary Intervention (not already specified) ___ Intensive Intervention (not already specified) ___ Title III

Comments/Progress:

Personal Education Plan for Success Students

Write PEP plan below or attach BAT plan.

[illegible]



Independence

Community School District

Office of Stephen Noyes
Technology Director

6.D.

March 18, 2013

The high school wing of the new building has wire run to each of the rooms. We are moving to the 7/8 wing for the week of 3/18 and the science wing the following week. To help keep us on schedule we are going to have the racks and patch panels installed by Price Industrial. John Bean and his volunteers have been a great help. There is still a lot of work needed for wiring, but we are making progress.

We have our district technology meeting on March 22. We will continue to work on the parent information packet for our 1:1 Learning Initiative. I have many samples from other districts and will customize the packet for Independence. We will bring the materials back to the Board for your review.

As staff travel through the district to explain the Independence Community School District 1:1 Initiative, I believe the community will see the reasons for 1:1 and the educational advantage for our students. We will be going to Brandon and Rowley in April. We will be putting the 1:1 materials on the website.

We are looking forward to our Apple training over the summer. I will be providing training after-school in April and May on basic operation and layout of the Apple platform. Over the summer, Apple will come to Independence and provide content specific training for our teachers.

A second major training opportunity will be Safari Montage. We will be introduced to the capabilities and operation of this powerful asset management program. Safari Montage allows teachers to organize teaching materials for use and reuse by students. Students will be able to access these material outside of the classroom.

As the weather warms so the school year is getting busier. We are preparing for a strong finish.

Sincerely,

Stephen B. Noyes
District Technology Director

Employees

Lynnette and Maureen Morehouse (Head Cook at East Elementary) hired Brooke Tournier as our new dishwasher for that kitchen. So far I have heard very positive things about her placement there.

Hope you all are ready for SPRING, Emma is!



Respectively Submitted,

Jessica Weber

Grounds and Buildings Board Report March 2013

We have been busy moving snow and keeping sidewalks clean.

Tom and Chad have been busy at new high school pulling wires.

Chad Obrien

Transportation Board Report March 2013

As of Friday afternoon we checked on the two new vans are in transit and should arrive towards the end of next week.

We are waiting for the fence companies to come and give bids for fencing around the bus lot. One company was to be here last Wednesday and didn't show up.

The city replaced a flood light bulb in the bus lot, very much appreciated.

The past few weeks have been busy with road checks, due to bad weather and roads.

Been busy with minor bus maintenance and keeping them running. Have been replacing lots of heater motors, wiper blades and lights. When these things ease up a little will be starting on normal oil changes and service.

Burt Van Horn


AIA[®] Document B104[™] – 2007
Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

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

BETWEEN the Architect's client identified as 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 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

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

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

Design and construction documents for a new trail to connect the existing Liberty Trail on the south of the new high school through the school property to the north and east connecting with Liberty Trail on the far east of the existing school property. The trail will consist of an eight-foot wide concrete path with rough-in for lighting and nodes for benches and landscaping. Bridges over existing waterways will be by others. Point of Beginning will be utilized to provide required survey and topographic information for the parts of the trail that have not been surveyed yet, plus an option to provide survey and topographic information for the football field and track area. HSR will work closely with the in-kind volunteers on site as required.

The Owner and Architect 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.

TABLE OF ARTICLES

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

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the

schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible

for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about 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.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services site visits as needed over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project

Init.

and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect 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.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of

Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by

Init.

the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement 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 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump Sum Fee of \$6,600 for design, construction documents and construction observation, plus Lump Sum Fee of \$2,000 for required survey and topographic information of trail, for a total Lump Sum Fee of \$8,600.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Option to the Owner for an additional Lump Sum Fee of \$2,000 for required survey and topographic information of existing football field and track area.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

N/A

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

N/A

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	sixty	percent (60	%)
Construction Phase	twenty	percent (20	%)

Total Basic Compensation	one hundred	percent (100	%)
--------------------------	-------------	-----------	-----	----

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

(Table deleted)

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .1 Fees paid for securing approval of authorities having jurisdiction over the Project;

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. *(Paragraphs deleted)*

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

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

OWNER

(Signature)

Brian C. Eddy, Board President

(Printed name and title)

ARCHITECT

(Signature)

Bradley B. Simonson, President

(Printed name and title)

Additions and Deletions Report for **AIA® Document B104™ – 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 14:35:57 on 03/12/2013.

PAGE 1

AGREEMENT made as of the Twelfth 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

...

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

...

(Name, location and detailed description)

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

...

Design and construction documents for a new trail to connect the existing Liberty Trail on the south of the new high school through the school property to the north and east connecting with Liberty Trail on the far east of the existing school property. The trail will consist of an eight-foot wide concrete path with rough-in for lighting and nodes for benches and landscaping. Bridges over existing waterways will be by others. Point of Beginning will be utilized to provide required survey and topographic information for the parts of the trail that have not been surveyed yet, plus an option to provide survey and topographic information for the football field and track area. HSR will work closely with the in-kind volunteers on site as required.

PAGE 5

§ 4.2.1 The Architect has included in Basic Services (—) site visits as needed over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

...

§ 4.2.3 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 8

[X] Arbitration pursuant to Section 8.3 of this Agreement

PAGE 10

Lump Sum Fee of \$6,600 for design, construction documents and construction observation, plus Lump Sum Fee of \$2,000 for required survey and topographic information of trail, for a total Lump Sum Fee of \$8,600.

...

Option to the Owner for an additional Lump Sum Fee of \$2,000 for required survey and topographic information of existing football field and track area.

...

N/A

PAGE 11

N/A

...

Design Development Phase	<u>twenty</u>	percent (<u>20</u>	%)
Construction Documents Phase	<u>sixty</u>	percent (<u>60</u>	%)
Construction Phase	<u>twenty</u>	percent (<u>20</u>	%)

...

N/A

Employee or Category

Rate

...

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3~~
- ~~.1 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, standard form documents;~~
- ~~.5 Postage, handling and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;~~
- ~~.7 Renderings, models, mock ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;~~
- ~~.9 All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10 Site office expenses; and~~

~~11~~ — Other similar Project related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

...

N/A

...

§ 11.10.1 An initial payment of (~~\$—~~) Zero Dollars (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. ~~Amounts unpaid — (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
~~(Insert rate of monthly or annual interest agreed upon.)~~

~~—~~%

PAGE 12

N/A

...

Brian C. Eddy, Board President

Bradley B. Simonson, President

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 14:35:57 on 03/12/2013 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 B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, 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)



HSR Associates, Inc.
100 Milwaukee Street
La Crosse, Wisconsin 54603
608.784.1830
fax 608.782.5844

Bulletin Requesting Proposal for Contract Change

Project: New Junior – Senior High School
Independence, Iowa

Bulletin No.: Forty-two (42)

revision # 2

Owner: Independence Community School
District

Date: 01/31/2013

To: Larson Construction Company, Inc.
600 17th St. SE. P.O. Box 112
Independence, Iowa 50644

HSR Project No.: L11042

Contract For: Electrical

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.

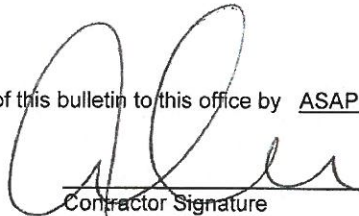
THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of work)

(Refer to attached page 2)

Contractor to return acknowledgment of this bulletin to this office by ASAP indicating:

- ☒ Increase in Contract
☐ Decrease in Contract
☐ No change in Contract


Contractor Signature

3.14.13
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

Copies to: sharefile

Reviewed: AE recommends School
Board approval.



HSR Associates, Inc.
100 Milwaukee Street
La Crosse, Wisconsin 54603
608.784.1830
fax 608.782.5844

Bulletin Requesting Proposal for Contract Change

Project:	New Junior – Senior High School Independence, Iowa	Bulletin No.:	Forty-Four (44) REVISED
Owner:	Independence Community School District	Date:	02/13/2013
To:	Larson Construction Company, Inc. 600 17 th St. SE. P.O. Box 112 Independence, Iowa 50644	HSR Project No.:	L11042
		Contract For:	General Work
		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.

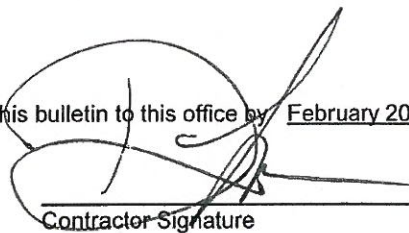
Description: (Written description of work)

A. General Item

1. Wall Section Detail 4/A308 Reference Sheet A114 and A308 at Door E150:
 - a. Provide a credit to delete 8" CMU above door E150 from above shaft wall to underside of metal roof deck.
 - b. Provide added labor and material cost to install pitched roof as indicated on 4/A308 Wall Section (REVISED)

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

- ☐ Increase in Contract
☐ Decrease in Contract
☐ No change in Contract


Contractor Signature

03/05/13
Date

Attachments: (List attached documents that support description)
HSR Drawing: 4/A308 Wall Section (REVISED) 8.5" x 11"

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

HSR ASSOCIATES

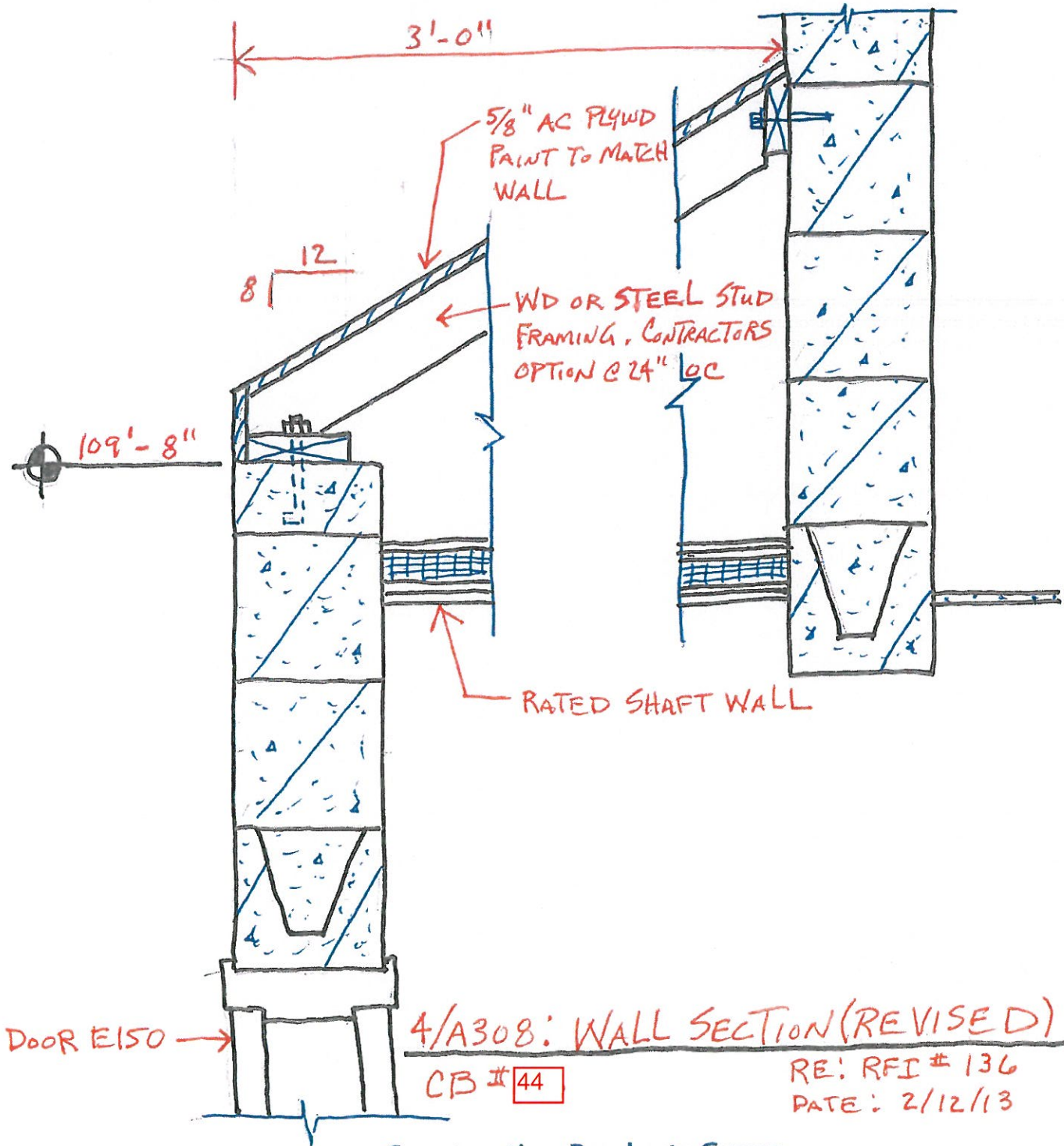
By: Ben Reining

Copies to: sharefile



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Madison, WI (800) 582-7719

N. Little Rock, AR (800) 433-0005
Nashville, TN (800) 876-3626
Urbana, IL (800) 882-3336



HSR Associates, Inc.
100 Milwaukee Street
La Crosse, Wisconsin 54603
608.784.1830
fax 608.782.5844

Bulletin Requesting Proposal for Contract Change

Project:	New Junior – Senior High School Independence, Iowa	Bulletin No.:	Forty-five (45)
Owner:	Independence Community School District	Date:	02/13/2013
To:	Larson Construction Company, Inc. 600 17 th St. SE. P.O. Box 112 Independence, Iowa 50644	HSR Project No.:	L11042
		Contract For:	Electrical
		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 ITEM

1. Cable Tray & Conduit. Provide labor and material cost to install additional cable tray and conduit for ICN cabling as indicated on the attached color coded overall floor plan.

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

- ☒ Increase in Contract
☐ Decrease in Contract
☐ No change in Contract

Contractor Signature

Date

02/20/13

Attachments: (List attached documents that support description)
HSR Drawing: Overall Floor Plan (11" x 17") color coded

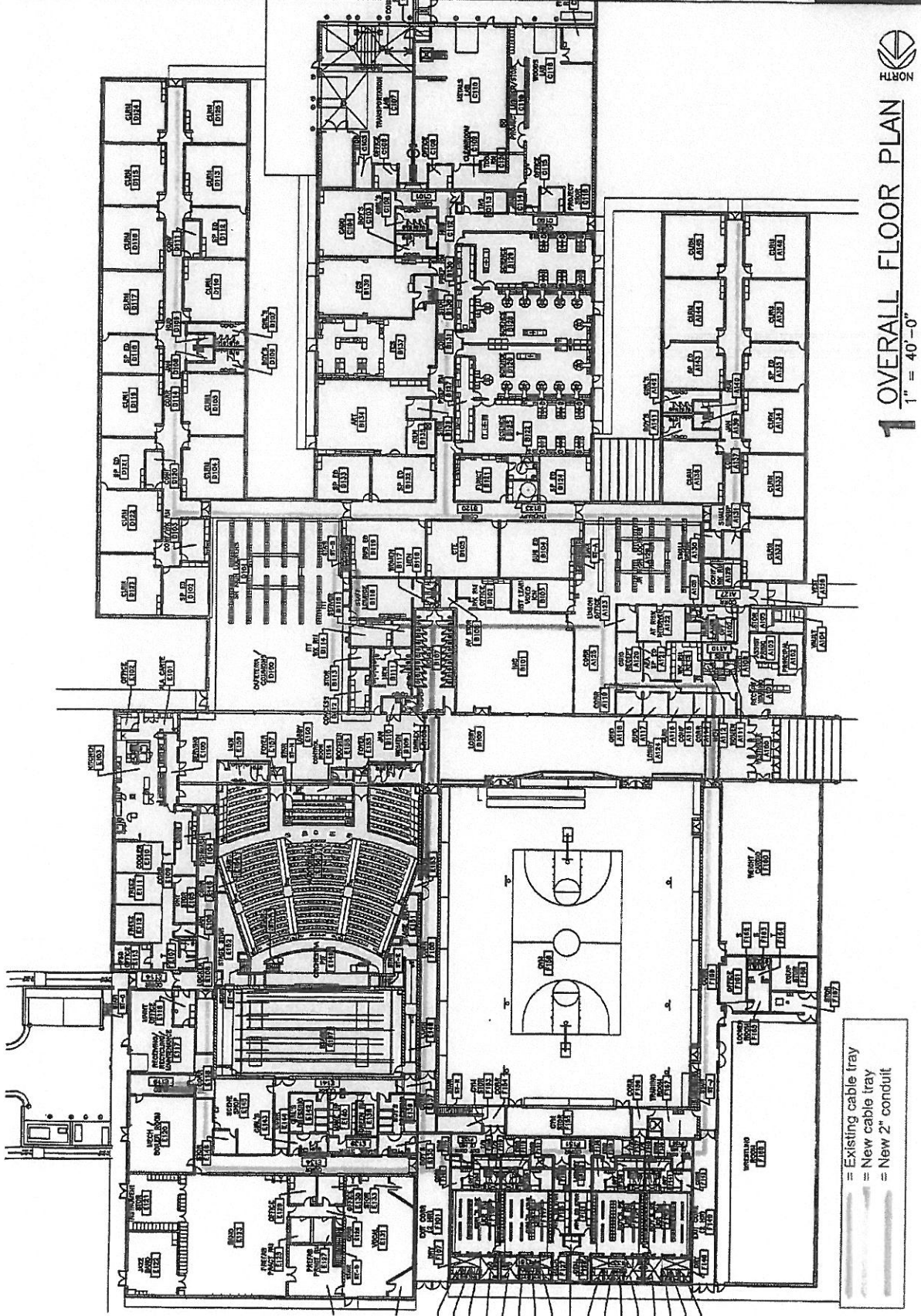
Contractors are required to acknowledge receipt of this Bulletin even though their work is not affected.

HSR ASSOCIATES

By: Ben Reining

Copies to: sharefile

DATE ISSUED: 11/15/12	DRAWN BY: BP	LAST UPDATE: INDEPENDENCE, IOWA NEW JUNIOR-SENIOR HIGH SCHOOL INDEPENDENCE COMMUNITY SCHOOL DISTRICT	HSR ASSOCIATES INC. 100 MILLWAUKEE STREET LA CROSSE, WISCONSIN PHONE: 608/785-1300 FAX: 608/782-5844 WEB SITE: www.hsrassociates.com ARCHITECT ENGINEER NO. 1000000000 INTERIOR DESIGN
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Refer to page 3 for AE comments

Reviewed: AE recommends School Board approval



HSR Associates, Inc.
100 Milwaukee Street
La Crosse, Wisconsin 54603
608.784.1830
fax 608.782.5844

Bulletin Requesting Proposal for Contract Change

Project:	New Junior – Senior High School Independence, Iowa	Bulletin No.:	Forty-nine (49)
Owner:	Independence Community School District	Date:	02/28/2013
To:	Larson Construction Company, Inc. 600 17 th St. SE. P.O. Box 112 Independence, Iowa 50644	HSR Project No.:	L11042
		Contract For:	Electrical
		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 Item

1. Auditorium Room E150. Provide and install (2) 4" NEMA TC 2, Schedule 40, Rigid PVC under slab. Stub up through concrete floor in three locations as indicated on attached 11" x 17". Provide accessories as noted.

Contractor to return acknowledgment of this bulletin to this office by ASAP indicating:

- ☐ Increase in Contract
☐ Decrease in Contract
☐ No change in Contract


Contractor Signature

03/01/13
Date

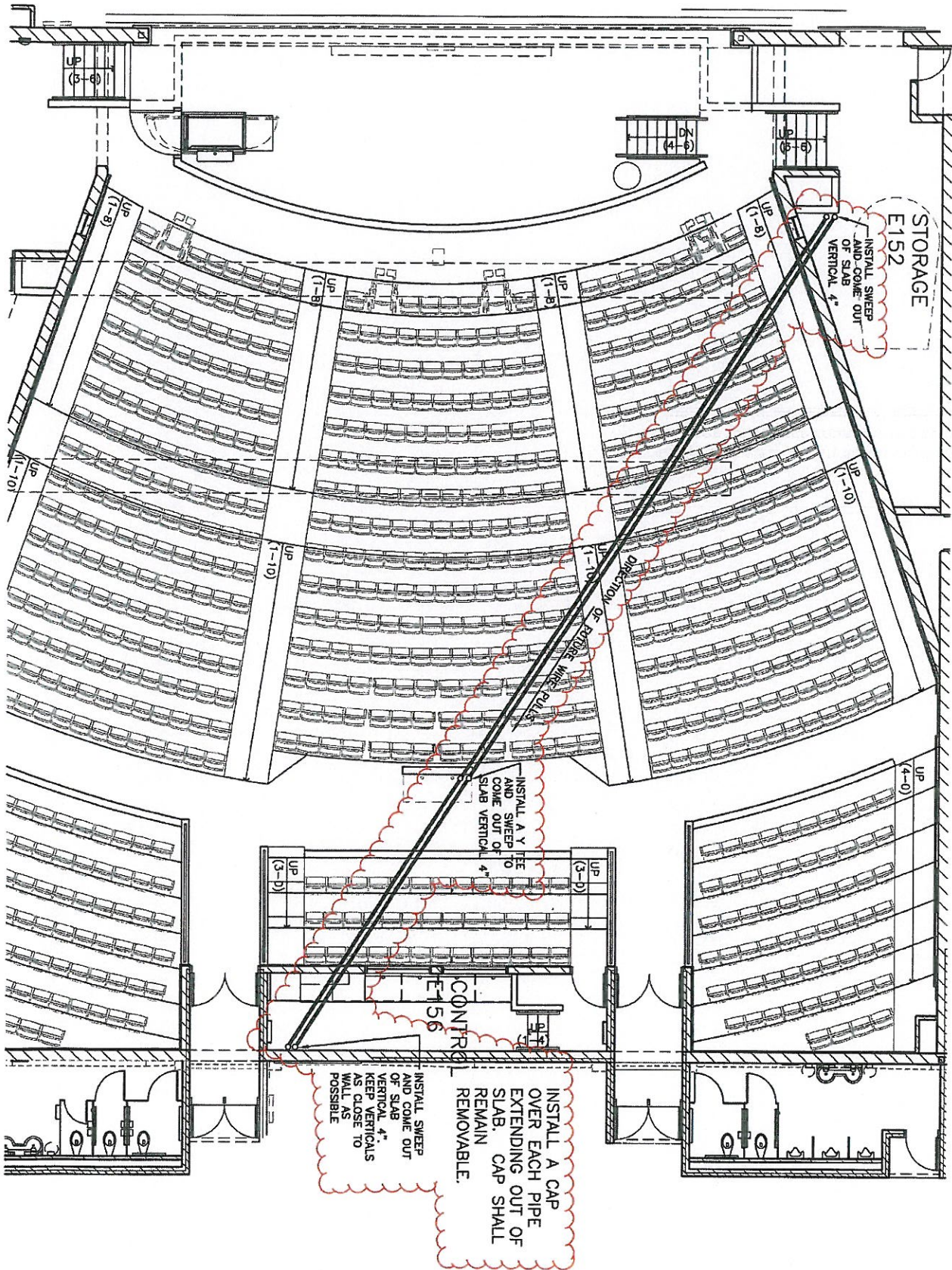
Attachments: (List attached documents that support description)
HSR Drawing: Area E Floor Plan (11" x 17")

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

HSR ASSOCIATES

By: Ben Reining

Copies to: sharefile



STORAGE
E152

INSTALL SWEEP
AND COME OUT
VERTICAL 4"

INSTALL A Y TEE
AND SWEEP TO
COME OUT OF
SLAB VERTICAL 4"

CONTROL
E156

INSTALL A CAP
OVER EACH PIPE
EXTENDING OUT OF
SLAB. CAP SHALL
REMAIN
REMOVABLE.

INSTALL SWEEP
AND COME OUT
OF SLAB
VERTICAL 4".
KEEP VERTICALS
AS CLOSE TO
WALL AS
POSSIBLE

Review completed: AE recommends School Board approval.



HSR Associates, Inc.
100 Milwaukee Street
La Crosse, Wisconsin 54603
608.784.1830
fax 608.782.5844

Bulletin Requesting Proposal for Contract Change

Project:	New Junior – Senior High School Independence, Iowa	Bulletin No.:	Fifty (50)
Owner:	Independence Community School District	Date:	03/04/2013
To:	Larson Construction Company, Inc. 600 17 th St. SE. P.O. Box 112 Independence, Iowa 50644	HSR Project No.:	L11042
		Contract For:	General
		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.

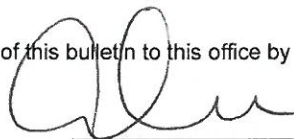
Description: (Written description of work)

A. General Item

1. Scorer's Table.
 - a. Submit added cost to provide a 12 foot scorer's table to include front panel, artwork, and possession arrow as requested by Owner.
 - b. Submit a credit amount to delete specified scorer's table from the bid.

Contractor to return acknowledgment of this bulletin to this office by March 8, 2013 indicating:

- ☒ Increase in Contract
☐ Decrease in Contract
☐ No change in Contract


Contractor Signature

3.13.13
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

Copies to: sharefile

BULLETIN/CHANGE ORDER LOG
PAGE 1

Independence IA Junior-Senior High School
HSR #L11042

March 8, 2013



HSR Associates
100 Milwaukee Street
La Crosse, Wisconsin 54603
608.784.1830 fax: 608.782.5844

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	Approved July 16, 2012.
2	AE	Miscellaneous code items and AE omissions	5/15/12	5/29/12	\$14,512.30	2	Approved July 18, 2012.
3	Owner	Added classrooms	5/23/12	6/21/12	\$519,070.96	3	Approved July 18, 2012.
4	AE	Miscellaneous restroom finishes, finish hardware changes and unit heaters	5/24/12	8/27/12	\$21,251.75	5	Approved October 3, 2012
5	AE/Owner	Mechanical/electrical items	6/11/12	6/28/12	\$14,787.30	2	Approved July 18, 2012.
6	General Contractor	Window size changes	6/12/12	6/21/12	\$710.60	2	Approved July 18, 2012.
7	AE	Structural revisions	6/14/12	7/3/12	-0-	5	Approved October 3, 2012
8	AE/Owner	Mechanical/electrical changes	6/26/12	7/3/12	\$9,504.00	5	Approved 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	Approved 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	Approved October 3, 2012
11	AE	Revisions to Brick Type 'C'	7/9/12	7/9/12	\$6,339.30	4	Approved July 18, 2012.
12	Owner	Revisions to service drive	7/13/12	7/25/12	\$11,412.60	5	Approved October 3, 2012
13	Owner	Fire protection at dust collector	7/13/12	01/22/13	\$41,891.58	reviewed	AE requests revised quote
13R	Owner	Fire protection at dust collector	1/31/13	02/05/13	\$38,624.69	Pending	AE requests GC review
14	AE	Revisions to Corridor E137	7/20/12	8/27/12	\$1,469.55	5	Approved 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	Approved October 3, 2012
16	Owner	AV requirements	8/17/12	8/27/12	VOID	N/A	Rejected. Revise and resubmit.
16R	AE/Owner	AV requirements (revised)	9/6/12	9/24/12	(\$14,104.00)	6	Approved October 31, 2012

BULLETIN/CHANGE ORDER LOG

PAGE 2

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March 8, 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	Approved October 31, 2012
18	Owner	Kitchen equipment added	8/23/12	9/4/12	\$23,100.00	5	Approved October 3, 2012
19	AE	Mechanical revisions, Room B120	9/4/12	9/17/12	\$ 7,686.65	6	Approved October 31, 2012
20	Owner	Display casework at Lobby A124	9/6/12	9/28/12	\$42,912.60	6	Approved October 31, 2012
21	Owner	Projector window and shelf, Room E156	9/6/12	10/5/10	\$597.10	6	Approved October 31, 2012
22	Owner	Layout revisions, Room F161	9/6/12	9/26/12	Void	NA	Revised per Contractor error
22R	Owner	Room F161	REC'D	10/23/12	Void		Rejected by Owner/AE
23	Owner	Irrigation System	9/13/12	10/15/12	\$ 53,949.17	7	Approved 12/12/12
24	AE	Speakers at orchestra pit	9/18/12	10/31/12	\$ 805.00	8	Approved 02/06/13
25	AE	Fire Detection code requirements	9/20/12	10/19/12	\$44,494.45	7	Approved 12/12/12
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	Pending	AE recommended School Board approval
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	Approved 02/06/13
28	Owner	Drinking Fountain revisions	10/2/12	10/16/12	Revise & Resubmit		Reviewed, revised quote requested by owner
28R	Owner	Drinking Fountain Revisions	11/6/12	11/21/12	\$2,476.49	8	Approved 02/06/13
29	Owner	Elec. power to Practice Fields	10/8/12	10/15/12	Rejected	NA	Rejected by Owner/AE
30	Owner	ICN Conduit & Routing	10/8/12	10/15/12	\$ 26,005.10	7	Approved 12/12/12
31	Owner	Pond Service Panels	10/11/12	10/23/12	Rejected	NA	Rejected by Owner/AE
32	Owner	Auditorium catwalk	10/16/12	10/19/12	\$4,653.38	Pending	Additional information requested
32R	Owner	Auditorium catwalk		3/4/13			
33	Owner	Parking Lot Conc. Curb	10/16/12	10/24/12	\$6,797.65	7	Approved 12/12/12
34	Owner	Band Room & Mezz. Casework	10/17/12	10/23/12	Revise	7	Owner requests revised quote
34R	Owner	Revise proposal excluding Mezz.	10/29/12	11/7/12	\$15,715.90		Approved 12/12/12

BULLETIN/CHANGE ORDER LOG

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HSR #L04061

March 8, 2013

BULL.	REQUEST BY	DESCRIPTION	Date Issued	Date Returned	TIME/COST	C.O. #	STATUS
35	AE/Owner	Control Rm. E156 casework revisions	10/22/12	11/1/12	Revise		AE requests revised quote
35R	AE/Owner	Control Rm. E156 casework revisions	11/8/12	12/13/12	\$0.00	8	Approved 02/06/13
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	Approved 02/06/13
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	Approved 02/06/13
38	AE	FEMA Room Generator Changes	12/13/12	01/24/13	\$16,364.70	8	Approved 02/06/13
39	AE/Contractor	Modifications by EC for AV changes	12/18/12	01/22/13	\$2,306.70	8	Approved 02/06/13
40	Owner/Contractor	Add logo to end of bleachers Provide credit for CMU chases	01/03/13	01/07/13	(\$5,384.00)	8	Approved 02/06/13
41	AE/Contractor	Elec. panel revisions per coordination study	01/03/13	01/04/13	\$1,736.90	8	Approved 02/06/13
42	AE/Contractor	FA contacts, Remote Switches, & partial access control rough-in	1/31/13	2/11/13	\$ 30,988.10	Pending	AE requests revised quote
43	Owner	Filtration Fan Silencers	2/12/13	2/19/13	\$ 4,318.60	Pending	AE recommends SB approval
44	Contractor	Delete CMU wall & add pitched roof above door E150	2/12/13	3/1/13	(\$ 563.95)		AE requests revised quote
44R	Contractor	Same as above	3/5/13	3/5/13	(\$ 997.50)	Pending	AE recommends SB approval
45	Owner	ICN Raceway	2/13/13	2/25/13	\$ 12,795.20	Pending	AE recommends SB approval
46	AE/Contractor	Fire alarm horn strobe device & cylinder lock @ sound rooms, Elec devices @ spotlight platforms.	2/14/13				Sent to contractor for quote
47	AE	Gutter's & paver's @ skylights. Orchestra Pit revisions	2/19/13				Sent to contractor for quote
48	Owner/AE	Tormentor Bars & Type 'V' fixtures	2/26/13				Sent to contractor for quote
49	Owner/AE	Auditorium under slab 4" conduit	2/28/13	3/1/13	\$ 2,256.30	Pending	AE recommends SB approval
50	Owner	Scorer's Table	3/4/13				Sent to Contractor for quote

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[illegible]

ITEMS TO INCLUDE ON AGENDA
INDEPENDENCE COMMUNITY SCHOOL DISTRICT

\$2,480,000 General Obligation School Bonds, Series 2013

- Opening and considering sealed bids by the Superintendent of Schools, Secretary of the Board, and Financial Advisor for the School District and referring same to the Board of Directors.

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

March 18, 2013

The Superintendent of Schools and Secretary of the Board of Directors of the Independence Community School District in the Counties of Buchanan and Benton, State of Iowa, and the Financial Advisor for the District, met in the Office of the Superintendent, Independence, Iowa, at 12:00 o'clock Noon on the above date to open sealed bids received and to then refer the bids to the Board of Directors for further action at its meeting to be held at 6:00 o'clock P.M. on this date at the Independence Community School District, Independence, Iowa.

This being the time and place for the opening of bids for the sale of \$2,480,000 General Obligation School Bonds, Series 2013, the meeting was opened for the receipt of bids for the Bonds.

Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

The Superintendent, Secretary of the Board, and Financial Advisor opened the sealed bids received, and the best sealed bid was as follows:

Name & Address of Bidder: _____

Purchase Price: \$ _____

Net Interest Cost: \$ _____

True Interest Cost: _____%

The Superintendent, Secretary of the Board, and Financial Advisor for the School Board referred the bids to the Board of Directors of the Independence Community School District for further consideration at its meeting to be held at 6:00 o'clock P.M. on this date in the Administration Office, 1207 First Street W., Independence, IA 50644.

Superintendent of Schools

Secretary of the Board of Directors

Financial Advisor

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUCHANAN

)

I, the undersigned Secretary of the Board of Directors of the Independence Community School District, in the Counties of Buchanan and Benton, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2013.

Secretary of the Board of Directors of the
Independence Community School District

ITEMS TO INCLUDE ON AGENDA
INDEPENDENCE COMMUNITY SCHOOL DISTRICT

\$2,480,000 General Obligation School Bonds, Series 2013

- Consideration of sealed bids opened and reviewed by the Superintendent of Schools, Secretary of the Board, and the Financial Advisor.
- Resolution Directing the Sale

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

March 18, 2013

The Board of Directors of the Independence Community School District, in the Counties of Buchanan and Benton, State of Iowa, met in _____ session, in the Administration Office, 1207 First Street W., Independence, IA 50644, at 6:00 o'clock P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

* * * * *

This is the time and place for the sale of General Obligation School Bonds, Series 2013. The bids were previously received and opened by the Superintendent of Schools, Secretary of the Board, and the Financial Advisor at a meeting held in the Office of the Superintendent, Independence, Iowa, at 12:00 o'clock P.M. on this date. The following bid was determined by the Superintendent, Secretary of the Board, and Financial Advisor as the best bid received.

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

AYES: _____

NAYS: _____

The President declared the Resolution adopted.

RESOLUTION DIRECTING THE SALE OF \$2,480,000 GENERAL OBLIGATION
SCHOOL BONDS, SERIES 2013

WHEREAS, pursuant to notice as required by law, bids have been received at public sale for the Bonds and evaluated; and the best bid was determined:

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF DIRECTORS OF THE
INDEPENDENCE COMMUNITY SCHOOL DISTRICT:

Section 1. That the bid for the Bonds was determined by the Superintendent of Schools, Secretary of the Board, and the Financial Advisor to be the best and most favorable bid received. Bonds are awarded, based on the following bid:

Bidder: _____ of _____

Purchase Price: \$ _____

Net Interest Cost: \$ _____

True Interest Cost: _____ %

Section 2. That the form of contract for the sale of the Bonds is approved and the President and Secretary are authorized and directed to execute the contract for sale of the Bonds on behalf of the School District.

Section 3. That all acts of the Superintendent of Schools, Secretary of the Board, and Financial Advisor done in furtherance of the sale of the Bonds are ratified and approved.

PASSED AND APPROVED this 18th day of March, 2013.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

(Please attach executed copy of winning bid.)

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BUCHANAN

)

I, the undersigned Secretary of the Board of Directors of the Independence Community School District, in the Counties of Buchanan and Benton, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2013.

Secretary of the Board of Directors of the
Independence Community School District



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh 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 Contractor:
(Name, legal status, address and other information)

Wenger Corporation
555 Park Drive
Owatonna, MN 55060

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

Orchestra pit cover package for the new junior-senior high school

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 Contractor 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 A201[™]-2007, General Conditions of the Contract for Construction, 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	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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, all of which 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 negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 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.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
All Work	August 1, 2013

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Paragraphs deleted)

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Twenty-Nine Thousand Six Hundred Thirty-Eight Dollars and Zero Cents (\$29,638.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any: N/A.

(Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any: N/A.

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

25th day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

Init.

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims, or as otherwise required under Iowa Code Chapters 26 and 573.
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

In accordance with the laws of the State of Iowa, as applicable.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days following approval and final acceptance of the Project and Architect's Final Certificate for Payment by the Independence Community School District Board of Directors.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

§ 8.3 The Owner's representative:
(Name, address and other information)

Brian C. Eddy
Roberts, Eddy & Lange
2349 Jamestown Ave., Suite #4
Independence, IA 50644
Telephone Number: (319) 334-3704

§ 8.4 The Contractor's representative:
(Name, address and other information)

Steve Grubish
Wenger Corporation
555 Park Drive
Owatonna, MN 55060

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions: N/A.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction (copy attached).

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Pages
00 73 00	Supplementary Conditions	1-7
01 20 00	Price and Payment Procedures	1-3

§ 9.1.4 The Specifications:

Init.

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Refer to Attachment A, Table of Contents.
(Row deleted)

2

§ 9.1.5 The Drawings:
(Paragraphs deleted)

Number	Title	Date
A100	Overall Floor Plan	February 10, 2012
A114	Segment 'E' Floor Plan	January 19, 2012
A308	Wall Sections	March 26, 2012
A309	Wall Sections	March 26, 2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	February 28, 2013	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
As noted in Advertisement for Bids	

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

OWNER (Signature)

Brian C. Eddy, Board President
(Printed name and title)

CONTRACTOR (Signature)

Steve Grubish
(Printed name and title)

Init.

Additions and Deletions Report for AIA[®] Document A101[™] – 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 08:35:05 on 03/14/2013.

PAGE 1

AGREEMENT made as of the Eleventh 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

...

Wenger Corporation
555 Park Drive
Owatonna, MN 55060

...

(Name, location and detailed description)

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

Orchestra pit cover package for the new junior-senior high school

...

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

PAGE 2

All Work

August 1, 2013

...

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (~~\$—~~), Twenty-Nine Thousand Six Hundred Thirty-Eight Dollars and Zero Cents (\$29,638.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 3

None

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.) N/A.

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.) N/A.

Item	Price
------	-------

...

25th day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (~~—~~) sixty (60) days after the Architect receives the Application for Payment.

...

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (—%)~~ five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (—%)~~ five percent (5%);

PAGE 4

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled ~~claims; and~~ claims, or as otherwise required under Iowa Code Chapters 26 and 573.

...

In accordance with the laws of the State of Iowa, as applicable.

...

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~

thirty-one (31) days following approval and final acceptance of the Project and Architect's Final Certificate for Payment by the Independence Community School District Board of Directors.

...

☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

PAGE 5

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...

Brian C. Eddy
Roberts, Eddy & Lange
2349 Jamestown Ave., Suite #4
Independence, IA 50644
Telephone Number: (319) 334-3704

...

Steve Grubish
Wenger Corporation
555 Park Drive
Owatonna, MN 55060

...

§ 8.6 Other provisions: N/A.

...

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for ~~Construction~~Construction (copy attached).

Document	Title	Date	Pages
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<u>Document</u>	<u>Title</u>	<u>Pages</u>
<u>00 73 00</u>	<u>Supplementary Conditions</u>	<u>1-7</u>
<u>01 20 00</u>	<u>Price and Payment Procedures</u>	<u>1-3</u>

PAGE 6

Refer to Attachment A, Table of Contents.

<u>Section</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
			<u>2</u>

§ 9.1.5 The Drawings: ~~(Either list the Drawings here or refer to an exhibit attached to this Agreement.)~~

...

<u>A100</u>	<u>Overall Floor Plan</u>	<u>February 10, 2012</u>
<u>A114</u>	<u>Segment 'E' Floor Plan</u>	<u>January 19, 2012</u>
<u>A308</u>	<u>Wall Sections</u>	<u>March 26, 2012</u>
<u>A309</u>	<u>Wall Sections</u>	<u>March 26, 2012</u>

...

<u>1</u>	<u>February 28, 2013</u>	<u>1</u>
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...

As noted in Advertisement for Bids

...

Brian C. Eddy, Board President

Steve Grubish

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald W. Knapmiller, 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 08:35:05 on 03/14/2013 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 A101™ – 2007, Standard Form of Agreement Between Owner and Contractor 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)



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eleventh 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 Contractor:
(Name, legal status, address and other information)

SECOA, Inc.
8650 109th Avenue North
Champlin, MN 55316

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

Stage acoustical shell package for the new junior-senior high school

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 Contractor 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 A201[™]–2007, General Conditions of the Contract for Construction, 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	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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, all of which 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 negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 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.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
All Work	September 1, 2013

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Paragraphs deleted)

Init.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Thirty-Five Thousand Eight Hundred Sixty-Five Dollars and Zero Cents (\$135,865.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None

§ 4.3 Unit prices, if any: N/A.

(Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any: N/A.

(Table deleted)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

25th day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);

Init.

- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims, or as otherwise required under Iowa Code Chapters 26 and 573.
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

In accordance with the laws of the State of Iowa, as applicable.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than thirty-one (31) days following approval and final acceptance of the Project and Architect's Final Certificate for Payment by the Independence Community School District Board of Directors.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other *(Specify)*

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

| *(Paragraph deleted)*

§ 8.3 The Owner's representative:
(Name, address and other information)

| Brian C. Eddy
Roberts, Eddy & Lange
2349 Jamestown Ave., Suite #4
Independence, IA 50644
Telephone Number: (319) 334-3704

§ 8.4 The Contractor's representative:
(Name, address and other information)

| Jeff Jones
SECOA, Inc.
8650 109th Avenue North
Champlin, MN 55316-3789

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

| § 8.6 Other provisions: N/A.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

| § 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction (copy attached).

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Pages
00 73 00	Supplementary Conditions	1-7
01 20 00	Price and Payment Procedures	1-3

§ 9.1.4 The Specifications:

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

| Refer to Attachment A, Table of Contents.

Init.

(Row deleted)

2

§ 9.1.5 The Drawings:
(Paragraphs deleted)

Number	Title	Date
A100	Overall Floor Plan	February 10, 2012
A114	Segment 'E' Floor Plan	January 19, 2012
A308	Wall Sections	March 26, 2012
A309	Wall Sections	March 26, 2012
SE100	Stage Equipment Plan and Schedule	January 19, 2012
SE101	Stage Equipment – Standard Set	January 19, 2012
SE102	Stage Equipment Elevation – Electrics Set	January 19, 2012
SE103	Stage Equipment Shell Plan	January 19, 2012
SE104	Stage Equipment – Shell Set	January 19, 2012

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	February 28, 2013	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
As noted in Advertisement for Bids	

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

OWNER (Signature)

Brian C. Eddy, Board President
(Printed name and title)

CONTRACTOR (Signature)

Jeff Jones, Vice President of Sales
(Printed name and title)

Init.

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All Work

September 1, 2013

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None

§ 4.3 Unit prices, if any:

~~(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)~~N/A.

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

~~(Identify allowance and state exclusions, if any, from the allowance price.)~~N/A.

Item	Price
------	-------

...

25th day of the month

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In accordance with the laws of the State of Iowa, as applicable.

...

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thirty-one (31) days following approval and final acceptance of the Project and Architect's Final Certificate for Payment by the Independence Community School District Board of Directors.

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☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

PAGE 5

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Brian C. Eddy
Roberts, Eddy & Lange
2349 Jamestown Ave., Suite #4
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Telephone Number: (319) 334-3704

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Jeff Jones
SECOA, Inc.
8650 109th Avenue North
Champlin, MN 55316-3789

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§ 8.6 Other provisions: N/A.

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<u>SE101</u>	<u>Stage Equipment – Standard Set</u>	<u>January 19, 2012</u>
<u>SE102</u>	<u>Stage Equipment Elevation – Electrics Set</u>	<u>January 19, 2012</u>
<u>SE103</u>	<u>Stage Equipment Shell Plan</u>	<u>January 19, 2012</u>
<u>SE104</u>	<u>Stage Equipment – Shell Set</u>	<u>January 19, 2012</u>

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<u>1</u>	<u>February 28, 2013</u>	<u>1</u>
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As noted in Advertisement for Bids

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Brian C. Eddy, Board President

Jeff Jones, Vice President of Sales

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ronald W. Knapmiller, 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 07:49:00 on 03/12/2013 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 A101™ – 2007, Standard Form of Agreement Between Owner and Contractor 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)

PO A000004

**Group Contract as of 3/4/13
Independence HS Jazz Band**



BY CHOICE HOTELS

Quality Inn & Suites Event Center

929 3rd Street
Des Moines, IA 50309
(515) 282-5251
(515) 282-6871
GM.IA103@choicehotels.com

Contract Information

Group Name: Independence HS Jazz Band	Group Account: 1228741
Arrival Date: Wednesday, April 17, 2013	
Departure Date: Friday, April 19, 2013	
Fixed Cut Off Date: Sunday, March 17, 2013	
Company Name: INDEPENDENCE HIGH SCHOOL A/R ACCT# 381	Group Contact: David Lang
Address: 514 5th SE	Email: indeeband@gmail.com
Doris, IA 50644	Phone: 319.332.0718

Room Details

Room Block

	WED	THU
	4/17/13	4/18/13
NDD	15	15

Group Rates

<u>Room Type</u>	<u>Single</u>	<u>Double</u>	<u>Extra</u>
NDD	89.95	89.95	0.00

Billing Information

Group Payment Type

GTD/Payment: DIRECT BILL
Direct Bill Account: INDEPENDENCE HIGH
SCHOOL A/R ACCT# 381

Guest Payment Type

GTD/Payment: CASH RECEIVED

Charge Routing

Route Room/Tax charges to Group folio. Guests are responsible for Incidental charges.

Contract Terms

This block is set-up with a 30day auto release. All unused rooms will go back out to public sales on March 17,2013 at 12:00AM. The rate cannot be guaranteed after that date. Any reservation cancelled within 24 hours of date of arrival will be charged for the first night stay of the reservation.

Independence HS Jazz Band

Additional Information

Please email rooming list to crystal@desmoinesqualityinn.com

Guest Signature

Date

Hotel Representative

Date

2013 Iowa Jazz Championships
(DAY-Iowa Event Center/NIGHT-DM Civic Center)
April 17-19, 2013
Independence Sr. High
Tentative Itinerary

Wednesday, April 17th

1:00 PM – Early Dismissal
2:00 p.m. – Final Rehearsal
3:00 p.m. – Load & Depart
5:00 p.m. - Stop in Ames for supper at Hickory Park
6:15 p.m. – Depart for Des Moines
6:45 p.m. – Arrive at Quality Inn (Downtown): unload
7:00 – 10:00 p.m. – Enjoy the Hotel (Do NOT leave the Hotel)
10:30 p.m. – Room Check (Go to sleep!!)

Thursday, April 18th

7:00 a.m. – Free Breakfast in Hotel Lobby
8:00 a.m. – 12:00 PM Watch and support other bands
 REQUIRED BANDS: 8:00 AM & 8:30 AM
12:00 p.m. – Eat Lunch in the skywalk/Orchestra Change into dress clothes

Performance schedule not available until Monday, March 4th.
(Performance Time will be one of the following 3:15, 2:45, 2:15, 1:45, or 1:15.)

– Meet in HOMEROOM

– Jazz Orchestra Picture (before performance if possible)

– Independence Jazz Orchestra Warm-up

– Independence Jazz Orchestra Performs (IOWA EVENT CENTER)

– Load Equipment Trailer
4:15 p.m. – Meet in Quality Inn Lobby & Walk to Civic Center
4:30 p.m. – Watch College Band (Not sure which one)
5:15 p.m. - Awards
6:00 p.m. – Go back to Hotel
6:30 p.m. – Depart for Jordan Creek Mall Food Court
7:45 p.m. – Depart for Civic Center
8:30 p.m. – Perform in Finals or relax at hotel
3A Finals performance times are 8:48 PM or 9:15 PM
10:45 p.m. – State Champion Awards announced
12:00 p.m. - Room Check

Friday, April 19th

7:30 a.m. – Eat breakfast in Hotel before departure
7:45 a.m. – Load bags in trailer
8:00 a.m. – Depart (one restroom stop on the way home)
10:45 a.m. – Arrive/unload
11:26 a.m. – Go to 3rd Block

What to bring:

- Money for meals (approx. \$40)
- Money for IJC T-Shirts (optional) \$20.00
- Swim Suit
- You can bring Portable CD players, but no boom boxes

Hotel Information:

Quality Inn & Suites
929 3rd Street
Des Moines, IA, 50309
1-515-282-5251

2013 Iowa Jazz Championship
April 17-19, 2013
Performance on Tuesday, April 18 (After 1:00 pm)
Hotel and T-Shirt Order Form
Due Wednesday, March 13th

Hotel Information:
Quality Inn & Suites
929 3rd Street
Des Moines, IA, 50309
1-515-282-5251

The Iowa Jazz Championships are held at the "Iowa Event Center".

DIRECTIONS TO THE IOWA EVENTS CENTER

From Interstate 35 from the North: Follow I-235 West into Downtown Des Moines. Take the 3rd Street (Downtown Des Moines) exit go south to the Iowa Events Center Complex.

FINALS PERFORMANCES WILL BE ON CIVIC CENTER STAGE

Hotel: Quality Inn (Across the street from the Iowa Event Center)

Jazz Orchestra Members: \$25 paid by student/\$25 paid by Band Boosters

Jazz Ensemble Members: \$50 per person

Parents who would like to reserve a room; I have a limited number of extra rooms reserved in our block. These will be offered on a first come first serve basis at the per night rate of **\$100.75 per night**. (Includes tax)

Checks payable to: Independence Schools.

We are also having **Jazz Championships Shirts** available for sale for \$12. We will be only doing one shirt again this year. It will have a jazzy design on the front and the Jazz Orchestra names listed on the back.

Please return this form with checks payable to Independence Schools.
Due Wednesday, March 13.

Name _____

Shirt Orders:

Please indicate which band shirt(s) you want, sizes, and quantity: **Jazz Championships Shirts**

S M L XL 2XL 3XL

HOTEL RESERVATIONS (please circle)

Jazz Orchestra Member \$25 or Jazz Ensemble Members \$50

PARENT ROOMS (please circle)

Wednesday Night Only
\$100.75

Thursday Night Only
\$100.75

Both Nights
\$201.50

Please List the names of the people in the room for the Hotel roomlist _____

TOTAL payable to Independence Schools by March 13th

Shirts \$ _____ + Hotel _____ = Total Due \$ _____

Early Graduates – Buchanan County Success Center

Codie Griswold

**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 11, 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

Mitchell Arnold
Lauren Sents
Taylor White
Alyssa Wiest
Jagger Wright

**LIMITED SITE USAGE AGREEMENT
FOR TOWER AND SHELTER**

by and between

Buchanan County, IOWA

and

Independence Community Schools

Dated March 11, 2013

This Limit Site Usage Agreement ("Agreement") made and entered into on the 11th day of March, 2013, by and between Buchanan County ("County"), whose address for the purpose of this Agreement is 210 5th Avenue NE, PO Box 317, Independence, IA 50644 and Independence Community Schools ("Lessee"), whose address for the purpose of this Agreement is 1207 1st Street West, Independence, Iowa 50644.

The County currently owns certain land and the tower ("Tower") and building ("Shelter") located thereon (collectively, the "Site") located at 2083 Lee Avenue, Independence, Iowa 50644.

Lessee desires to obtain the right from County to use a portion of the Shelter and Tower on the Site for the purposes of placing, operating and maintaining on the Site, Lessee's telecommunications equipment. County is willing to grant such a right to Lessee for such purpose subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and payment of rent by Lessee and keeping and performing the covenants and agreements by Lessee under this Agreement, County and Lessee hereby agree as follows:

1. Grant of License. County hereby grants, subject to the terms and conditions hereinafter set forth, a non-exclusive license to the Lessee for limited use of a part of the Site.
2. Scope of License. The Lessee's use of the Site is non-exclusive and is for purposes related to the Lessee's communications system including installing, removing, replacing, maintaining and operating, at its expense, one (1) base repeater radio, one (1) antenna with feed line and reasonably related equipment and fixtures and place equipment on the tower and in the shelter located at the tower base. The Lessee shall use the Site in a manner which will not disturb or interfere with the use and occupancy of the Site by County and/or County's other present or future additional lessees. The County shall have priority of use over any lessee (i.e., no lessee shall interfere with use or frequencies of the County).
3. Term. The term of this Agreement is three (3) years, commencing July 1, 2013, (hereinafter the "Commencement Date") and ending June 30, 2016 (hereinafter the "Termination Date"). Unless this Agreement is extended by mutual agreement of the parties, the Lessee shall promptly remove any and all of its property from the Site within sixty (60) days after the Termination Date
4. Renewal. Unless either party gives notice to the other more than sixty (60) days prior to the Termination Date, this Agreement shall automatically renew upon the same terms set forth herein with the new fee being set at the time of renewal.
5. Duties of the Lessee. In addition to any and all other duties of the Lessee described in this Agreement, the Lessee shall:
 - a. Pay an annual license fee of \$917.16, the initial payment due upon the Commencement Date and all subsequent payments due on or before the annual

anniversary of the Commencement Date.

- b. Upon notice from County, Lessee shall promptly pay to County all additional County expenses incurred in maintaining the Site, including painting or other maintenance, that are caused by Lessee's occupancy of the Site. The Lessee is responsible for all maintenance costs for their equipment.
 - c. Lessee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its use of the communications facility on the Site. Lessee will pay to County any increase in real property taxes attributable solely to any improvements to the Site made by Lessee within sixty (60) days after receipt of satisfactory documentation indicating calculation of Lessee's share of such real estate taxes and payment of the real estate taxes by County. County will pay when due all other real estate taxes and assessments attributable to the property of County and will provide Lessee with proof of such payments.
 - d. The Lessee shall procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to County within thirty (30) days following the initial Commencement Date and annually thereafter. Such policy shall provide that cancellation shall not occur without at least thirty (30) days prior written notice to County. County shall be named as an additional insured on the Lessee's insurance policy.
 - e. The Lessee shall maintain property insurance upon all Lessee improvements and personal property owned by Lessee.
6. Duties of County. In addition to any and all other duties of County described in this Limited Site Usage License Agreement, County shall:
- a. Provide and maintain the tower and shelter at the Site for the Lessee's use subject to the terms of this Agreement.
 - b. Provide the Lessee reasonable access to the Site for the purposes permitted under this Agreement.
 - c. Shall have the right at all times to inspect any equipment placed on the leased premises by Lessee. Lessee shall have exclusive control of the equipment's operation.
 - d. County shall provide space to Lessee in the building at the base of the tower. Lessee shall place its radios and affiliated equipment (except tower equipment) within the building in space designated by County. Lessee shall give full cooperation in placing and securing equipment so as not to be a hazard or nuisance to County or existing lessees

- e. Lessee may use the electrical service inside the building at no additional cost, but County shall not be liable for any interruption of electrical service and rental payments under this Lease shall continue notwithstanding any interruption of power or other required utility facility that is not caused by the gross negligence or willful misconduct of County.
7. Site Access. Lessee shall have access to the tower and the building so that it can inspect and service its equipment. County shall provide contact information and a method to check out a key to Lessee for that purpose. County reserves the right to require supervised access to the Site. Lessee will be required to notify the County of the need to access the Site each time it is necessary and it will be determined at that time if the County desires to have supervised access. In the event of an emergency, Lessee access shall not be delayed by reason of this paragraph.
8. Structural Analysis. This Agreement is contingent upon a structural analysis, certified by an engineer registered in the State of Iowa, being completed at the expense of the Lessee which certifies that the integrity of the Site and the structures located on the Site will not be adversely affected by any of the Lessee's contemplated fixtures or improvements at the Site. If the aforesaid structural analysis determines that the integrity of the Site and/or the structures located on the Site will be adversely affected by any of the Lessee's contemplated fixtures or improvements at the Site, then County, in its sole discretion may void and cancel this Agreement or County may proceed with this Agreement subject to the Lessee, at its sole cost and expense, making any such alterations or modifications as are necessary to eliminate any adverse impact to the structural integrity of the Site or the structures located thereon PROVIDED that in all events, any such alterations or modifications by the Lessee shall not in any manner interfere with any present or future use of the Site by County or any other lessee. Any existing use of the Site by County or other lessees shall be considered a primary use at the time of analysis by the Lessee - requesting Site alterations.

Any future additional lessees of the Site will be responsible for an updated structural analysis, certified by an engineer registered in the State of Iowa, being completed at the expense of the additional lessee, certifying the integrity of the Site for the use proposed by the additional lessee.

The addition of any future additional lessee will be coordinated with the Lessee to ensure the addition does not adversely affect the Lessee's use of the Site.

9. Interference Study. Lessee must pay for the reasonable cost of a radio frequency interference study carried out by an independent and qualified professional selected by the County showing that Lessee's intended use will not interfere with any existing communications facilities or use of the Structure by the County and existing lessees. If the study finds that there is a potential for interference that cannot be reasonably remedied or for prejudice to the Structure, County may terminate this Agreement immediately and refund the initial rental to Lessee.

Any future additional lessees of the Site will be responsible for an updated interference study being completed at the expense of the additional lessee which certifies that the integrity of the Site for the use proposed by the additional lessee.

The addition of any future additional lessee will be coordinated with the Lessee to ensure the addition does not adversely affect the Lessee's use of the Site.

10. Location of Equipment. Final permission as to precise location and allowance of space for placement of Lessee's fixtures, equipment and antennae at the Site (all of which shall be done at Lessee's sole expense), and any alterations thereof, shall remain at all times with County. However, County shall not unreasonably withhold permission from Lessee when Lessee requests permission to make alterations to or upon the Site provided such requested alterations (all of which shall be done at Lessee's expense) shall be completed in a good and workmanlike manner, shall not adversely affect the integrity of the Site or the structures located on the Site and shall not interfere with the use of the Site by County or its lessees. Any existing use of the Site by County or other lessees shall be considered a primary use at the time of the alterations sought by the Lessee. County may withhold permission from time to time and may limit such fixtures, equipment and antennae and their respective placement if such placement is, at such time, likely to unreasonably interfere with or in any manner unreasonably disturb the use and/or occupancy of the Site by County or its lessees.
11. Installation of Antenna and Equipment. All installation and cabling of the antennas shall be by means of clamping or strapping and in no event shall any part of the antenna or cabling system be at risk of falling or detaching. All installation work shall be done in a good, skillful manner, satisfactory in every respect to County.
12. Replacements. Before the Lessee may update or replace any equipment, Lessee must notify and provide a detailed proposal to County. Lessee shall submit to County a detailed proposal for any such replacement and any other information reasonably requested by County of such requested update or replacement, including but not limited to a technical study at Lessee's expense. However, County may not unreasonably withhold approval.
13. Existing Uses. Any existing use of the Site by County or other lessees shall be considered a primary use at the time of any Site alterations sought by the Lessee. . County may withhold permission from time to time and may limit fixtures, equipment and antennae and their respective placement if such placement is likely to interfere with or disturb the use and occupancy of the Site by County and/or County's other lessees.
14. Interference. To the extent required by applicable rules and laws, the Lessee will at all times immediately resolve any and all technical interference problems with other equipment located at the Site within ninety days of notice of such interference. County will not knowingly permit the installation of any future equipment which results in technical interference problems with the Lessee's existing equipment. In the event any equipment is installed that causes technical interference with the Lessee's equipment, its

use shall be discontinued until such time as the issue is resolved to the Lessee's satisfaction.

15. Disclaimer of Warranty. County hereby disclaims any warranties, either express or implied, as to the fitness of the Site or any of County's facilities at the Site for any particular purpose.
16. Hazardous Substances. County represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. The Lessee shall neither introduce nor at any time use any equipment or any such substance on the Site contrary to any applicable federal, state or local law or regulation and if it does so, the Lessee shall be responsible for all remedial action and shall hold County harmless in all respects including payment of all costs of remediation and payment of all of County's attorneys fees, costs and expenses in regard to all claims arising as a result of the Lessee's breach of this provision.
17. Hold Harmless. The Lessee shall hold harmless and indemnify County for and from any and all liability in any way arising from or related to any activity undertaken by the Lessee (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not), regardless of any acts of negligence by County, its employees, agents, and contractors. Among other things, this hold harmless agreement requires the Lessee to pay and reimburse County for all attorney fees, costs, expenses, judgments and settlements related to any such claims for which the Lessee is required to hold County harmless. County assumes absolutely no liability in any matter relating to the installation, use or maintenance of any antenna or other radio or related equipment placed upon the subject real estate under this license.

The County shall hold harmless and indemnify the Lessee for and from any and all liability in any way arising from or related to any activity undertaken by County (or its agents, employees and/or subcontractors) pursuant to, in regard to or in any way relating to any aspect of this Agreement or any action authorized by this Agreement or taken pursuant to this Agreement (whether expressly authorized or not), regardless of any acts of negligence by Lessee, its employees, agents, and contractors. Among other things, this hold harmless agreement requires the County to pay and reimburse the Lessee for all attorney fees, costs, expenses, judgments and settlements related to any such claims for which the County is required to hold the Lessee harmless.

18. Mechanic's Liens. Neither Lessee nor anyone claiming by, through, or under Lessee shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever upon the Site, Tower, Shelter, or upon any other building or improvement located on the premises.
19. Limited Usage and Non-Assignability. This Agreement does not grant any interest in real estate but is merely an agreement for limited usage of County's Site that is personal

to and non-assignable by the Lessee.

20. Permits. The Lessee shall be solely responsible for obtaining all licenses and permits required by any law or by any local, state or federal rule or regulation relative to the Lessee's intended use of the Site and all costs related thereto. Lessee shall pay County and shall fully indemnify and hold County harmless from any and all claims arising in whole or in part from any failure of the Lessee relative to obtaining any and all such licenses and permits or for any other violation of any local, state or federal law, rule or regulation, including County's costs and attorneys' fees.
21. Notices. All notices required under this Agreement must be in writing and are effective when deposited in the U.S. mail, certified and postage prepaid, to the parties of this Agreement as provided for below:

Buchanan County, Iowa

Chairperson, Board of Supervisors
Buchanan County, Iowa
210 5th Ave. NE (Court House)
PO Box 317
Independence, IA 50644
Tel. No. (319) 334-3578

Lessee

President, Board of Education
Independence Community Schools
1207 1st Street West
Independence, Iowa 50644
Tel. No. (319) 334-7400

22. Compliance with Laws. The Lessee shall fully and timely comply with all applicable laws, rules and regulations relating to its license for non-exclusive possession and use of the Site.
23. Termination. This Agreement shall terminate on the Termination Date EXCEPT that the Lessee may terminate this Agreement prior to the Commencement Date without further liability by written notice to County prior to the Commencement Date if: [a] Lessee is unable to obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any off-site easements required from any third party required to enable the Lessee to use the Site as described herein; [b] any such approval is canceled, expires or is withdrawn or terminated; [c] County fails to have proper ownership or leasehold or licensure rights in and to the Site or authority to enter into this Agreement; or [d] Lessee, for any reason in its sole discretion, determines it will be unable to use the Site for its intended purpose. Upon termination all prepaid license fees shall be retained by County and the Lessee shall promptly pay to County any deficiencies. Upon termination or expiration of this Agreement, the Lessee shall promptly remove any and all of its property from the Site within sixty (60) days and shall restore the Site to the condition existing on the date this Agreement was entered, except for ordinary wear and tear. The Lessee's failure to remove such property within sixty (60) days shall result in such property and improvements reverting to and becoming the sole property of County and shall no longer be subject to any claim, lien hold or other security interest. Lessee shall pay County all expenses County incurs in removing Lessee's property and improvements from the Site.

24. Default. If either party is in default under this Agreement for a period of (a) twenty (20) business days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, the nondefaulting party may declare this Agreement terminated, voided and of no further consequence and may pursue any remedies available to it against the defaulting party under applicable law. If a non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences and substantially concludes appropriate action to cure the default within such thirty day period and proceeds with all due diligence to fully cure the default within sixty (60) days after receiving notice of such default.
25. Miscellaneous.
- (a) This Agreement applies to and binds all respective successors of the parties and is a mere personal property usage interest in the subject real estate.
 - (b) Until further written notice, all notices required to be sent shall be mailed or delivered at the respective addresses of the parties as shown in paragraph 21 above.
 - (c) This Agreement is governed by the laws of the State of Iowa, and any action for enforcement must be brought in the Iowa District Court for Buchanan County.
 - (d) This Agreement constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties.
 - (e) Any amendments to this Agreement must be in writing and executed by both parties.
 - (f) If any provision or term of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.
 - (g) The prevailing party in any action or proceeding in court to enforce the terms of this Agreement is entitled to receive reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

BUCHANAN County, IOWA

Executed in triplicate by licensee, Buchanan County, Iowa, this _____ day of _____, 2013.

**Buchanan County, Iowa
Board of Supervisors**



Ralph J. Kremer, Chairman

ATTEST:

Cindy Gosse, Auditor

STATE OF IOWA

COUNTY OF BUCHANAN ss:

On this _____ day of _____, 2013, before me, _____, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Buchanan, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in Resolution _____ by the Board of Supervisors on the _____ day of _____, 2013, and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

**Independence Community School
Board of Directors**

_____, President

ATTEST:

_____, School Board Secretary

STATE OF IOWA

COUNTY OF BUCHANAN ss:

On this ____ day of _____, 2013, before me, _____, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the President of the Board of Directors and School Board Secretary, respectively, of the Independence Community School District, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in Resolution _____ by the Board of Directors on the ____ day of _____, 2013, and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public

BUCHANAN County, IOWA

Executed in triplicate by licensee, Buchanan County, Iowa, this 11th day of March, 2013.

**Buchanan County, Iowa
Board of Supervisors**

Ralph J. Kremer
Ralph J. Kremer, Chairman

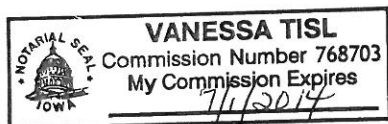
ATTEST:

Cindy Gosse
Cindy Gosse, Auditor

STATE OF IOWA

COUNTY OF BUCHANAN ss:

On this 11 day of March, 2013, before me, Vanessa Tisl, a Notary Public in and for the State of Iowa, personally appeared Ralph Kremer and Cindy Gosse, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Buchanan, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in Resolution 13-19 by the Board of Supervisors on the 11 day of March, 2013, and Ralph Kremer and Cindy Gosse acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



Vanessa Tisl
Notary Public

**Independence Community School
Board of Directors**

_____, President

ATTEST:

_____, School Board Secretary

STATE OF IOWA

COUNTY OF BUCHANAN ss:

On this ____ day of _____, 2013, before me, _____, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and who, being by me duly sworn, did say that they are the President of the Board of Directors and School Board Secretary, respectively, of the Independence Community School District, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in Resolution _____ by the Board of Directors on the ____ day of _____, 2013, and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Notary Public