



Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
Student Achievement: <i>All action on teaching and learning will focus on empowering achievement at the highest level for each student.</i>	Learning Environments: <i>All buildings and facilities will support the learning and teaching needed to unlock the potential in each student.</i>	Staff Development: <i>All staff will learn, perform and lead in such a manner as to inspire learning for students.</i>	Community Engagement: <i>The entire school community will engage the families, residents and stakeholders for the purpose of increasing opportunities for students.</i>	Resources: <i>All resources, real and potential, will be planned, and allocated in the spirit of providing an exciting and secure future for the students and District.</i>

**LINN-MAR COMMUNITY SCHOOL DISTRICT
BOARD WORK SESSION MINUTES
LRC BOARD ROOM
JANUARY 26, 2015 @ 5:00 PM**

CALL TO ORDER AND DETERMINATION OF A QUORUM

The Linn-Mar Community School District Board of Directors work session was called to order in the Board Room of the Learning Resource Center by President Tim Isenberg at 5:00 PM. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Buchholz, Gadelha, Hutcheson, Patterson, and Wilson. Administration present: Mulholland, Morrison, Halupnik, Jensen, Anderson, Christian, Ramos, and Ironside.

REVISION AND/OR ADOPTION OF THE AGENDA Motion 171-01-26

Motion by Patterson to approve the agenda as presented. Second by Hutcheson. Voice vote. Motion unanimously approved.

WORK SESSION DISCUSSION/INFORMATION

Presentation by DLR Group, Inc.

Eric Beron, Architect with DLR Group, Inc., presented the design plan for the High School renovation project as well as the proposed schedule. Beron emphasized the bidding and construction schedules, as well as current budget projections. Relocation of the communications tower and removal of the hazardous materials will be separate bids, but their overall cost is included in the projected budget. The total cost of the High School renovation project is set at \$30 million dollars.

Discussion on Board Member Replacement

A discussion was held on the process for replacement of Board Member, Ann Stark, due to her resignation as of January 26, 2015. The Board has 30 days to appoint a replacement to carry out Stark's vacated term, which expires in September 2015. Items discussed included: desired qualifications, process to apply, timeline for naming a replacement, and voting procedures to be used for the selection process.

ADJOURNMENT Motion 172-01-26

Motion by Patterson to adjourn the work session at 6:43 PM. Second by Buchholz. Voice vote. Motion unanimously approved.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

*Minutes respectfully submitted by:
Angie Morrison, Board Secretary
January 26, 2015*



Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
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**LINN-MAR COMMUNITY SCHOOL DISTRICT
 BOARD REGULAR SESSION MINUTES
 LRC BOARD ROOM
 JANUARY 26, 2015 @ 7:00 PM**

CALL TO ORDER AND DETERMINATION OF A QUORUM

The Linn-Mar Community School District Board of Directors regular session was called to order in the Board Room of the Learning Resource Center by President Tim Isenberg at 7:00 PM. Roll was taken and it was determined a quorum was present. Board members present: Buchholz, Isenberg, Gadelha, Patterson, Hutcheson, and Wilson. Administration present: Mulholland, Morrison, Halupnik, Jensen, Anderson, Christian, Ramos, and Ironside.

REVISION AND/OR ADOPTION OF THE AGENDA Motion 173-01-26

Motion by Hutcheson for the Board to approve the agenda as presented. Second by Patterson. Voice vote. Motion unanimously approved.

AUDIENCE COMMUNICATIONS

- Jerry DePenning (Marion resident) spoke in support of the Industrial Tech program.
- Lisa Loftin and Kathleen Kelly (Linn-Mar teachers) voiced concerns about the High School renovation design plans.
- Max Huffman (Marion resident) expressed concerns about space issues for the Industrial Tech program at the High School.
- Colette Cook (Linn-Mar teacher) talked about the need for trade workers in the job market and voiced concerns about space issues for the Industrial Tech program.
- John Wennekamp (Linn-Mar teacher) shared concerns about the High School renovation design plans.

RESOLUTIONS, OPENING OF BIDS, AND PUBLIC HEARINGS

Public Hearing for High School Gymnasium Bleacher Project *Exhibit 401.1*
 There was a public hearing on the plans, specifications, form of contract, and estimated total cost of construction for the combined contract for the Linn-Mar High School Gymnasium Bleacher Contract project. No comments were received.

RECOGNITIONS/PROCLAMATIONS

BOARD ANNOUNCEMENTS AND REPORTS

Special Education Advisory Committee
 Patterson reported on the January 14th meeting of the Special Education Advisory Committee.

Health & Human Development Committee

Julie Jensen, Executive Director of Student Services, reported on the January 21st meeting of the Health & Human Development Committee. Highlights included:

- Two elementary buildings are close to being designated as Blue Zones
- The committee, along with the High School Student Council, shared a video presentation with High School students on the dangers of texting while driving.

Marion Zoning Board of Adjustment

Isenberg reported on the action taken by the Marion Zoning Board of Adjustment on January 20th regarding a request for the change in hours of operation for a proposed business to be located near the High School. Isenberg shared that the request was denied with a 3 to 2 vote.

Marion City Council

Wilson updated the Board on the January 22nd Marion City Council Meeting. Items of interest included TIF actions that were passed in relation to proposed senior housing.

Board Visit: Westfield Elementary

During the January 23rd visit to Westfield Elementary, the Board learned about FAST testing which is required by the State and the staff's ideas for communicating test results to parents/guardians.

Coffee Conversation

Wilson reported on the January 24th Coffee Conversation hosted at Oak Ridge Middle School. There were 10 people in attendance and discussion topics included: the calendar waiver, superintendent search, boundary issues, elementary space issues, Little Lions Preschool, and the High School renovations. The attendees also received a tour of Oak Ridge including the new gymnasium.

IASB Legislative Conference

Patterson and Superintendent Mulholland reported on the January 26th IASB Legislative Conference held in Des Moines. They shared information on supplemental state aid, calendar start date concerns, and testing requirements. Their time was also spent at the Capitol speaking with legislators regarding educational agenda items.

INFORMATIONAL REPORTS

FY16 Certified Budget Timeline

Exhibit 701.1

Chief Financial Officer JT Anderson led the Board on a preliminary budget discussion for FY16. Anderson reviewed the budget certification timelines, which includes an ISL resolution. It was also reported that the non-TIF valuation rose .65% for the next budget cycle and the TIF valuation grew by 62.88%, for an overall valuation increase of 2.23%. Anderson shared that there are several factors that contribute to the lower-than-normal growth, but the main cause is rollback changes in the law. Information was also shared on the importance of a reasonable rate for Supplemental State Aid to keep the District in good financial condition.

2015 Athletic Hall of Fame

Superintendent Katie Mulholland reported that the 2015 Athletic Hall of Fame ceremony scheduled for Friday, January 30th will honor the following people: John Anderson, Jaye Hutcheson, Bob Hoyt, Josh Dodds, Maureen Corkery-Johnston, Matt McDonough, Richard Burns, and Grant Gibbs.

SUPERINTENDENT’S UPDATE

Superintendent’s Update

Walk-In Exhibit

Katie Mulholland, Superintendent, updated the Board on items of interest throughout the District as well as a newspaper article clarifying the issues surrounding Joel Miller’s (Linn County Auditor) election notification postcard mailings.

District highlights included:

- Linn-Mar had 167 Orchestra students participate in the Metropolitan Honors Orchestra Festival on January 24th. Linn-Mar teachers who were honored as guest conductors were Kristine Colton Schamberger (7th Grade Honors Orchestra) and Jonathan Welch (HS Philharmonic Orchestra).
- The MVC Conference boys swim meet was hosted at the Aquatic Center on January 24th. The Linn-Mar Boys Swim Team finished 4th.
- The HS Speech Team competed on January 17th at the District Speech Contest in Monticello. They won 13 events and returned with 11 groups receiving a Division I rating. They move on to the State Contest to be held at CR Washington on February 7th.
- On January 9th, John Hanson (HS Social Studies teacher) was awarded a Fulbright Scholarship as a Roving Scholar in Norway for the next academic year.

UNFINISHED BUSINESS

Second Reading of Board Policies 500 Series Motion 174-01-26

Exhibit 901.1

Motion by Patterson for the Board to approve the second reading of Board Policies Series 500: *Student Personnel (Policies 500 thru 503.12 excluding 503.7 and 503.11)*. Second by Gadelha. Voice vote. Motion unanimously approved.

500 SERIES - STUDENT PERSONNEL

Revised 1/15 **500 OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS**

501 STUDENT ATTENDANCE

Reviewed 1/15 501.1 Compulsory Attendance
Reviewed 1/15 501.2 Entrance–Admissions
Reviewed 1/15 501.3 Attendance Center Assignment
Reviewed 1/15 501.4 Student Attendance Records
Reviewed 1/15 501.5 Resident Students
Reviewed 1/15 501.6 Nonresident Students
Reviewed 1/15 501.7 Foreign Exchange Students
Reviewed 1/15 501.9 Student Transfers In
Reviewed 1/15 501.10 Student Transfers Out or Withdrawals
Reviewed 1/15 501.11 Student Absences–Excused
Reviewed 1/15 501.12 Truancy–Unexcused Absences
Reviewed 1/15 501.13 Student Release During School Hours
Reviewed 1/15 501.14 Students of Legal Age
Reviewed 1/15 501.15 Homeless Children and Youth
Revised 1/15 501.15-R Administrative Regulations Regarding Homeless Children and Youth

502 BEHAVIOR AND DISCIPLINE

Reviewed 1/15 502.1 Student Conduct
Reviewed 1/15 502.1-R1 Administrative Regulations Regarding Student Conduct Procedures
Reviewed 1/15 502.2 Expulsion
Reviewed 1/15 502.2-R Administrative Regulations Regarding Student

			Expulsion Procedures
Revised	1/15	502.3	Prohibition of Tobacco/Nicotine, Alcohol, Drugs
Reviewed	1/15	502.3-R	Administrative Regulations Regarding Enforcement of Prohibition of Tobacco/Nicotine, Alcohol, Drugs
Reviewed	1/15	502.4	Search and Seizure
Reviewed	1/15	502.4-R	Administrative Regulations Regarding Search and Seizure
Reviewed	1/15	502.4-E	Search and Seizure Checklist
Reviewed	1/15	502.5	Co- and Extra-Curricular Conduct Policy
Reviewed	1/15	502.5-R1	Administrative Regulations Regarding Co- and Extra-Curricular Conduct for Students
Reviewed	1/15	502.5-R2	Administrative Regulations Regarding Co- and Extra-Curricular Conduct Policy
Revised	1/15	502.5-R3	Administrative Regulations Regarding Co- and Extra-Curricular Conduct Policy
Reviewed	1/15	502.6	High School Academic Eligibility for Co- and Extra-Curricular Activities
Reviewed	1/15	502.7	Corporal Punishment
Reviewed	1/15	502.8	Weapons
Revised	1/15	502.8-R	Administrative Regulations Regarding Weapons
Reviewed	1/15	502.9	Student Appearance
Reviewed	1/15	502.10	Care of School Property/Vandalism
Reviewed	1/15	502.11	Freedom of Expression
Reviewed	1/15	502.12	Student Complaints and Grievances
Reviewed	1/15	502.13	Student Lockers

503 STUDENT ACTIVITIES

Reviewed	1/15	503.1	Student Government
Reviewed	1/15	503.2	Student Organizations
Revised	1/15	503.3	Student Publications
Reviewed	1/15	503.3-R	Administrative Regulations Regarding Student Publications
Reviewed	1/15	503.4	Student Activity Program
Reviewed	1/15	503.5	Reserved Time for Non-School Student Activities
Reviewed	1/15	503.6	Attendance at Events Outside of School
Reviewed	1/15	503.8	Intramural Activities
Reviewed	1/15	503.10	Student Travel
Reviewed	1/15	503.12	Contests for Students and Honor Recognitions for Students

NEW BUSINESS

Approval of Overnight Fieldtrip: Robotics Motion 175-01-26 *Exhibit 1001.1*

Motion by Hutcheson for the Board to approve the overnight fieldtrip request for the Robotics Team to compete at the Wisconsin State FIRST Tech Challenge State Championship in Milwaukee, Wisconsin on February 6-7, 2015. Second by Patterson. Voice vote. Motion unanimously approved.

Approval of Overnight Fieldtrip: Show Choir Motion 176-01-26 *Exhibit 1002.1*

Motion by Patterson for the Board to approve the overnight fieldtrip Request for Show Choir to compete at regionals in Omaha, Nebraska, January 30 thru February 1, 2015. Second by Buchholz. Voice vote. Motion unanimously approved.

Approval of Specifications for the High School Gymnasium Bleacher Project **Motion 177-01-26**

Exhibit 1003.1

Motion by Gadelha for the Board to approve the plans, specifications, form of contract, and estimated total cost of construction for the Combined Contract for the Linn-Mar High School Gymnasium Bleacher Contract Project with DLR Group, Inc, to be let for bids on January 27, 2015. Second by Patterson. Voice vote. Motion unanimously approved.

Approval of Bid Specifications for the High School Renovation Project **Motion 178-01-26**

Motion by Patterson for the Board to approve DLR’s designs and specifications for the High School Renovation Project to be let for bids on January 29, 2015; with public hearing date and official approval of specifications on February 23, 2015; and a bid opening date of February 25, 2015. Second by Hutcheson. Voice vote. Motion unanimously approved.

Contract for Excelsior Track Renovation **Motion 179-01-26**

Exhibit 1005.1

Motion by Buchholz for the Board to approve the contract with Novak Design Group for architectural services for the Excelsior Track Renovation project, at a cost not to exceed \$5,200.00. Second by Gadelha. Voice vote. Motion unanimously approved.

Motion on Board Member Selection Process **Motion 180-01-26**

Motion by Patterson for the Board to open a window of application for eligible members of the Linn-Mar community to declare their candidacy by completing the District-required packet online, or hard copy, with experience and qualifications from 9:00 AM on January 28th to 4:30 PM on February 6th in order to fill the vacated Board seat open from February 9th to September 14th, 2015. Second by Hutcheson. Voice vote. Motion unanimously approved.

Open Enrollment Requests **Motion 181-01-26**

Motion by Hutcheson for the Board to approve the following Open Enrollment request as presented. Second by Patterson. Voice vote. Motion unanimously approved.

Open Enrolled IN

Name	Grade	Resident District	Reason
Woodward, Wren	4 th	Marion Independent	Good Cause

CONSENT AGENDA **Motion 182-01-26**

Motion by Buchholz for the Board to approved the consent agenda as presented. Second by Patterson. Voice vote. Motion unanimously approved.

Personnel

Certified Staff: Resignation

Name	Assignment	Dept. Action	Reason
Zahn, Lori	WF – Special Education Teacher	January 12, 2015	Good Cause: Leave through end of 2014-15 year

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept. Action	Salary Placement
Brenes, Daysi	From PTNS General Help to District Sub Custodian	January 19, 2015	SEIU C, Step 1
Harrington, Valerie	HS – Student Support Associate	January 19, 2015	II, Step 10
Merrill, Dan	EH – From Custodian to Lead Custodian	January 19, 2015	SEIU C+.25, Step 5
Schultz, Kelly	From WF to WE Student Support Associate	January 12, 2015	Same
Solem, usan	NS – OR General Help	January 16, 2015	Step 1

Classified Staff: Resignations

Name	Assignment	Dept. Action	Reason
Turner, Ethel	LG – Student Support Associate	January 6, 2015	Personal

Extra-Curricular Positions: Resignations

Name	Assignment	Dept. Action	Reason
Hajek, Alexander	HS – Assistant 9 th Gr Football Coach	January 12, 2015	Personal
Hutcheson, Amy	EX – Head 8 th Gr Volleyball Coach	January 16, 2015	Personal

Approval of Minutes from January 12, 2015

Exhibit 1102.1

Approval of Bills

Exhibit 1103.1

Approval of Contracts

(For student confidentiality, no exhibits provided)

Interagency Agreements for Special Education:

- Grant Wood AEA (9 agreements)
- Springville (1 agreement)

Board Information

Exhibit 1105.1

- 1) School Finance Reports and Cash Balance Reports as of 12/31/2013
- 2) School Finance Reports and Cash Balance Reports as of 12/31/2014

Items Removed from the Consent Agenda for Separate Action: No items removed.

COMMUNICATIONS, ANNOUNCEMENTS, AND TRANSMITTALS

Communications

- Superintendent Mulholland reviewed the legislative priorities the Board set last year and shared an update of their current status. Patterson will contact IASB to obtain copies of the IASB priorities for Board members.
- Buchholz volunteered to replace Stark on the Health & Human Development Committee.

Calendar

Date	Time	Event	Location
January 28 th	7:00 AM	Board Visit: Excelsior	Excelsior MS
Date	Time	Event	Location
February 2 nd	5:30 PM	Construction Advisory	LRC Board Room
February 3 rd	7:30 AM	Finance/Audit Committee	LRC Office Conf Rm
February 3 rd	11:45 AM	Executive Committee	LRC Office Conf Rm
February 3 rd	5:30 PM	Technology Advisory	LRC
February 4 th	4:00 PM	Equity Committee	LRC Board Room
February 9 th	5:00 PM 7:00 PM	Board Work Session Board Regular Session	LRC Board Room
February 12 th	9:00 AM	ERMA Committee	LRC
February 16 th	5:00 PM	Policy Committee	LRC Office Conf Rm
February 17 th	11:45 AM	Executive Committee	LRC Office Conf Rm
February 18 th	7:30 AM	Board Visit: COMPASS	LRC – Compass
February 21 st	8:30 AM	Coffee Conversations	Aquatic Center
February 23 rd	5:00 PM 7:00 PM	Board Work Session Board Regular Session	LRC Board Room

Date	Time	Event	Location
March 3 rd	7:30 AM	Finance/Audit Committee	LRC Office Conf Rm
March 3 rd	11:45 AM	Executive Committee	LRC Office Conf Rm
March 5 th	5:30 PM	Marion City Council	Marion City Hall
March 6 th	7:00 AM	Board Visit: Wilkins	Wilkins Elementary
March 9 th	5:00 PM 7:00 PM	Board Work Session Board Regular Session	LRC Board Room
March 11 th	4:30 PM	Special Education Advisory	LRC Conf Rm 304/305
March 16 th -20 th		Spring Break	
March 19 th	5:30 PM	Marion City Council	Marion City Hall
March 30 th	5:00 PM	Policy Committee	LRC Office Conf Rm

Committees

Committee	Participants
Executive Committee	Tim Isenberg, Barry Buchholz, Katie Mulholland
Finance/Audit Committee	Barry Buchholz, Todd Hutcheson, Elizabeth Wilson, Angie Morrison, JT Anderson, Katie Mulholland
Policy Committee	Rene Gadelha, Tina Patterson, Katie Mulholland
Career & Technical Education	Elizabeth Wilson, Dirk Halupnik
Committee	Participants
Construction Advisory Council	Barry Buchholz, Rick Ironside, Katie Mulholland
ERMA (Energy Efficiency)	Todd Hutcheson, Rick Ironside
Equity Advisory	Tina Patterson, Dirk Halupnik, Jeri Ramos
Health & Human Development	Barry Buchholz, Julie Jensen
Legislative	Tina Patterson, Katie Mulholland
Linn-Mar Foundation	Katie Mulholland
School Improvement Advisory	Rene Gadelha, Dirk Halupnik
Special Education Advisory	Tina Patterson, Elizabeth Wilson, Julie Jensen
Technology Advisory	Tim Isenberg, Jeri Ramos

ADJOURNMENT Motion 183-01-26

Motion by Wilson for the Board to adjourn the regular meeting at 8:48 PM. Second by Buchholz. Voice vote. Motion unanimously approved.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

*Minutes respectfully submitted by:
Angie Morrison, Board Secretary
January 26, 2015*

LINN-MAR HIGH SCHOOL
GYMNASIUM BLEACHER CONTRACT
MARION, IOWA

11-13105-30

NOTICE OF PUBLIC HEARING
ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST FOR
LINN-MAR HIGH SCHOOL
GYMNASIUM BLEACHER CONTRACT
LINN-MAR COMMUNITY SCHOOL DISTRICT
MARION, IOWA

Public notice is hereby given that the Board of Directors of the Linn-Mar Community School District, Marion, Iowa, will conduct a public hearing on the plans specifications, form of contract and estimated total cost of construction for the Combined Contract for the Linn-Mar High School Gymnasium Bleacher Contract project, at 7:00 P.M., local Iowa time on Monday, January 26, 2015 at the District Board Room, 2999 North 10th Street, Marion, Iowa. All interested individuals are invited to attend.

Plans, specifications, form of contract and the estimated total cost of construction are now on file in the Office of the Superintendent, Linn-Mar Community School District at Marion, Iowa, and may be inspected by any interested individuals.

This notice is given by order of the Board of Directors, Linn-Mar Community School District, Marion, Iowa.

ADVERTISEMENT TO BID

NOTICE IS HEREBY GIVEN: Sealed bids will be received by the Board of Directors of the Linn-Mar Community School District at the District Offices, 2999 North Tenth Street, Marion, Iowa 52302, until 2:00 P.M. local Iowa time, according to the designated clock in the Reception Area, on Tuesday, February 3, 2015 for the Linn-Mar High School Gymnasium Bleacher Contract project. Bids will be publicly opened and read aloud after 2:00 P.M. in the District Board Room. All in accordance with the plans and specifications now on file at the District Administrative Offices.

The Linn-Mar High School Gymnasium Bleacher Contract project consists of providing telescoping stands for the existing main gymnasium space. The work includes all General and Electrical Work.

Work on the Project shall commence upon issuance of notice to proceed and in conjunction with the end of school activities and is currently scheduled for an anticipated Substantial Completion date of July 24, 2015.

Bids must be a lump sum basis for a single Combined Construction Contract as described in the specifications.

Bidding Documents may be examined after January 19, 2015, at the offices of DLR Group, Inc., the Architect-Engineer, 6200 Aurora Avenue, Suite 210W, Des Moines, Iowa 50322 on the Web at the Printers On-line Plan Room at www.actionrepro.com; and at the following exchanges:

Bid Clerk, 28 N. Clark Street, Suite 450, Chicago, IL 60602 (Electronic Set)

Construction Update Plan Room (Master Builders of Iowa), 645 32nd Ave. SW, Cedar Rapids, IA 52404
Construction Update Plan Room (Master Builders of Iowa),, 221 Park St., Des Moines, IA 50303
Construction Update Plan Room (Master Builders of Iowa),, 612 Mulberry St., Waterloo, IA 50703
Dubuque Builders Exchange, 801 Cedar Cross Road, Dubuque, IA 52003
ePLAN, 3806 Buttonwood Drive, Suite 106, Columbia, MO 65201 (Electronic Set)
Illowa Builders Exchange, 520 24th Street, Rock Island, IL 61201
McGraw Hill Construction Dodge, 4300 Beltway Place, Suite 180, Arlington, TX 76018 (Electronic Set)
Reed Construction Data, 30 Technology Pkwy S., Ste 500, Norcross, GA 30092 (Electronic Set)

Bidders may obtain Bidding Documents at the office of the Printer, Action Reprographics, 1423 High Street, Des Moines, Iowa 50309, by calling 515-288-2146 or through their On-line Plan Room from 8:00 AM until 5:00 PM, Monday through Friday, in accord with the Instructions to Bidders. If shipping is required, there will be a non-refundable fee required for each set shipped. The cost shall be determined by Action Reprographics based on the size of the project. Checks for shipping shall be made out to Action Reprographics.

Members of Associated Builders and Contractors of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the ABC of Iowa.

Members of Master Builders of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the Master Builders of Iowa, Inc.

Members of the Omaha Builders Exchange may obtain Bidding Documents by use of the OBE Non-Cash Security Method for Return of Plans and Specs endorsed by the Omaha Builders Exchange.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accord with the Instructions to Bidders.

Minority and Targeted Small Business participation is encouraged. Bidders shall make a good faith documented effort to encourage the participation of Certified Iowa Targeted Small Business in accordance with the Code of Iowa.

By virtue of statutory authority, preference will be given to products and provisions grown and/or produced within the State of Iowa, and preference will be given to Iowa domestic labor as provided in the Code of Iowa.

The Owner reserves the right to reject any or all Bids and to waive informalities or irregularities in the bidding.

Angie Morrison

Secretary of the Board of Directors
Linn-Mar Community School District
in the County of Linn, State of Iowa

Project Schedule

Project	Linn-Mar High School - Gymnasium Bleacher Contract
Project No.	11-13105-21
Date	November 24 2014

SUMMARY

The current main gym of Linn-Mar High School hosts approximately 2,102 bleachers total between the north and south ends.

The District would like to replace the seating with an updated bleacher system with a similar quantity of seating to meet current regulatory requirements

1.0 CONSTRUCTION DOCUMENTS

1.1	Linn-Mar CSD Notice to Proceed		
1.2	Initial Meeting with LMHS Admin / Staff	December 2014	
1.3	Document Preparation	Dec 2014 / Jan 2015	
1.4	Christmas Holiday	December 25 / 26 2014	
1.5	New Years Day Holiday	January 1 / 2 2015	
1.6	Follow-up Meeting w/ LMHS Admin / Staff	January 2015	
1.7	Establish Bid Date and Public Hearing	January 12 2015	Reg Bd Mtg @ 7pm
1.8	DLR Group QA Review Meeting	wk of Jan 12 2015	

2.0 BIDDING

2.1	Contract Documents Issued for Bidding	January 19 2015	
2.2	Public Advertisement of Public Hearing	Jan 6 - Jan 21	<i>not less than 4 days nor more than 20 days prior</i>
2.3	Public Advertisement of Bid Opening	Dec 20 - Jan 29	<i>more than 4 days, not more than 45 days prior</i>
2.4	Public Hearing	January 26 2015	Reg Bd Mtg @ 7pm
2.5	Addendum CC-1	January 27 2015	
2.6	Bid Opening	February 3 2015	@ 2pm

3.0 CONSTRUCTION

3.1	Anticipated Approval of Constr Contracts	February 9 2015	Reg Bd Mtg @ 7pm
3.2	Anticipated Start of Construction	June 8 2015	
3.3	Substantial Completion	July 24 2015	
3.4	School Starts	August 17 2015	

**LINN-MAR COMMUNITY SCHOOL DISTRICT
FY2016 PRELIMINARY BUDGET DISCUSSION**



Purposes of Certified Budget:

1. Establish a maximum tax rate
2. Establish an estimate of budget year expenditures

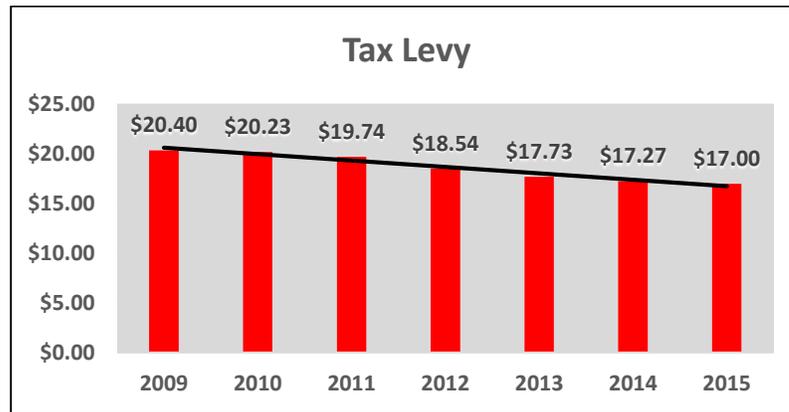
Tentative Process/Timeline:

- January 26, 2015 Report known budget variables and assumptions to Board
- Around February 1, 2015 District receives budget files from Department of Management
- February 9, 2015 Board report regarding Instructional Support Levy (ISL)
- February 23, 2015 Public Hearing and Board approval of ISL resolution (5-year)
- March 9, 2015 Scenario Budget Presentation and establishment of proposed budget hearing
- March 26, 2015 Publish proposed budget in Marion Times
- April 6, 2015 Public hearing, budget presentation, and board adoption of certified budget
- By April 15, 2015 File budget with the Iowa Department of Management and County Auditor

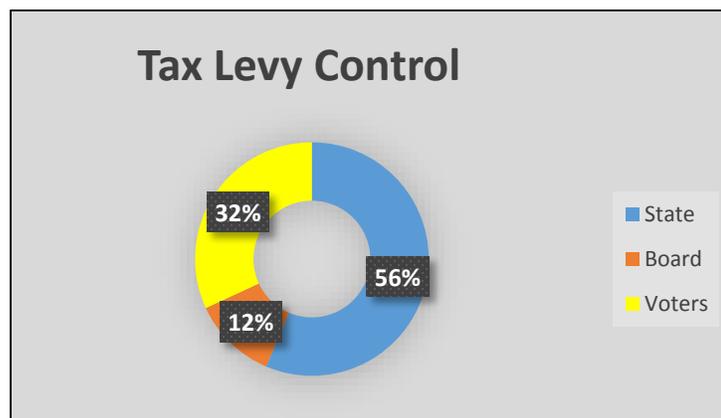
Budget Variables and Assumptions:

- 1. The District will be mindful of the property tax rate and the amount of tax support being asked from community patrons to support District programming.***

Since 2009 the tax levy rate has steadily decreased (see chart below). The overall levy rate for FY2015 is at \$17.00 / \$1,000 assessed valuation. Statewide, the highest district tax rate for FY2015 is \$23.05 and the lowest is \$7.49 with a median tax rate for 338 Iowa schools in FY2015 of \$13.83. Note that approximately 80% of school districts in the State use some sort of income surtax, which reduces their overall tax levy. Linn-Mar does not apply an income surtax to its patrons.



The total tax levy is comprised of several different funds; General, Management, PPEL, PERL, and Debt Service. Although some people may assume that the Board has sole control of whether or not the tax levy increases or decreases, the reality is that this is not true. For example, the General Fund levy is primarily formula driven, which is controlled by the State of Iowa. Other levies such as PPEL and PERL were authorized by voters within the District. For FY2015 the tax levy control can be broken down as follows:



The taxation objective, when possible, is to keep rates stable for district patrons.

2. The District's property tax base growth has slowed as the District continues to be considered a "property poor" school district in Iowa.

The FY2016 budget taxable valuations are based upon January 2014 assessments. For FY2016 the total growth in valuation was 2.23%. This compares to the 10-year average total annual growth rate of 4.79%.

For FY2016 the Non-TIF taxable valuation growth was 0.65% and the TIF valuation growth was 62.88%. This compares to 10 year average growth rates of 4.69% and 13.35% respectively. The chart below summarizes the FY2016 valuations:

Budget Year	Non-TIF Taxable Valuation	TIF Valuation	Total Value
FY2015	\$1,815,008,695	\$47,411,156	\$1,862,419,851
FY2016	\$1,826,748,984	\$77,223,158	\$1,903,972,142
% Change	0.65%	62.88%	2.23%

The slowing of the District's tax base growth can be explained in part by the Property Tax Reform measures that the Iowa Legislature passed in 2013. From this legislation the commercial and industrial (C&I) property rollback decreased from 100% to 95% for the FY2015 budget, and decreased again from 95% to 90% for the FY2016 budget cycle. This rollback is expected to remain at the 90% level for future years.

Also, as part of the legislation a new multi-residential property classification was created whereby the property rollback decreased from 100% to 95% for the FY2015 budget and decreased again from 95% to 90% for the FY2016 budget cycle. This rollback is expected to continue to decrease steadily over the next several years until it is equal to the residential rollback, which for FY2016 is 55.73%.

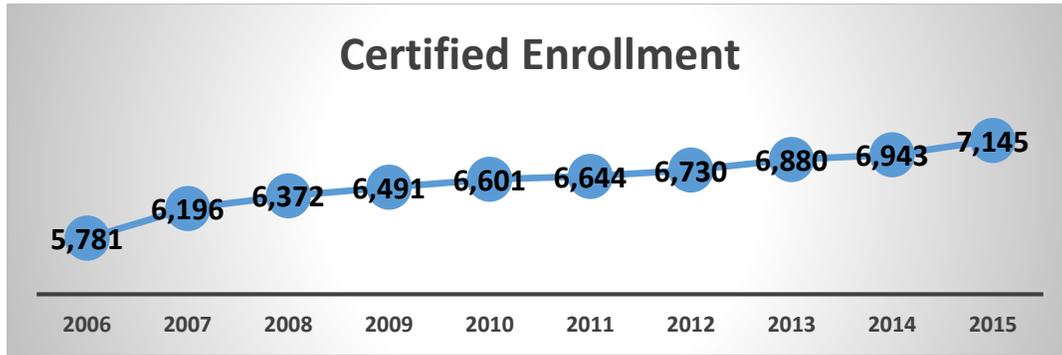
Although our overall tax base growth is slowing in the District, enacted tax increment financing property within the District is expanding. **The impact of the \$77 million TIF property on the District's overall tax levy is estimated at \$.25 per \$1,000 of valuation.**

For FY2015 Linn-Mar ranks 14th in the state for overall taxable valuation. However, on a per pupil basis we rank 261st in the state with a valuation per pupil of \$261,416. The state median for taxable valuation per student is \$330,663. Because Linn-Mar is considered a property poor district, its general fund levy tends to be higher than average because it has to "work harder" to generate the same amount of funding as compared to a property rich district.

Therefore, a slow tax base growth in an already property poor district combined with increasing TIF enacted property will make it difficult to maintain a stable overall tax levy.

3. The Iowa school aid formula for K-12 schools primarily pupil driven. As a result, accurate annual enrollment projections are vital to the budgeting process.

Linn-Mar is fortunate to be a district that has experienced enrollment growth over the past several years. The chart below shows that over the last 10 years certified enrollment has grown by over 1,300 students.



In the past, the District has used resources such as the Iowa Department of Education and a demographer to assist in predicting future enrollment. Although these resources have been helpful to a certain extent, Linn-Mar enrollment has proven to be difficult to predict accurately. In order to prepare a five-year budget projection, it will be assumed that certified enrollment will grow by 100 students each year as follows:

Budget Year	2016	2017	2018	2019	2020	2021
Certified Enrollment	7,145	7,245	7,345	7,445	7,545	7,645

4. Supplemental state aid (formerly allowable growth) is legislatively set each year and is the primary source of revenue the District requires to deliver the educational program.

Growth in the District Regular Program District Cost, which is a function of student enrollment growth and state percent of growth, is a significant funding stream within the General Fund. By law the state percent of growth is to be set each January/February for the year following the current budget construction year. During the FY2014 legislative session the legislature failed to set the state percent of growth for the FY2016 budget year.

Recently the Iowa Legislative Services Agency released a preliminary summary of the Governor’s FY2016 Budget Recommendations. Although no state percent growth rate is specified in the document, the appropriations indicate a 1.25% growth rate for FY2016 and a 2.45% growth rate for FY2017. To put these calculated rates in perspective - in the 44-year history of the school finance formula in only two instances has the per pupil increase been lower than the governor’s recommendation for FY2016 and FY2017.

With enrollment growth of 202.27 students, the following increase in Regular Program District Cost can be projected depending on where the Legislature sets the state percent of growth:

State % of Growth	Linn-Mar Growth (%)	Linn-Mar Growth (\$)
0%	2.91%	\$ 1,287,662.08
1%	3.95%	\$ 1,744,957.44
2%	4.97%	\$ 2,195,107.56
3%	6.00%	\$ 2,652,402.92
4%	7.03%	\$ 3,109,698.28

The Governor’s recommendation is a starting point for the state percent of growth. The Senate has called for a 6% increase in the cost per pupil. Likely the result will fall somewhere in between those percentages. However, it is also likely that the FY2016 state percent of growth will not be known until later in the legislative session, possibly even after school budgets have been certified. For the purpose of projecting the 5 year budget, the following parameters will be assumed:

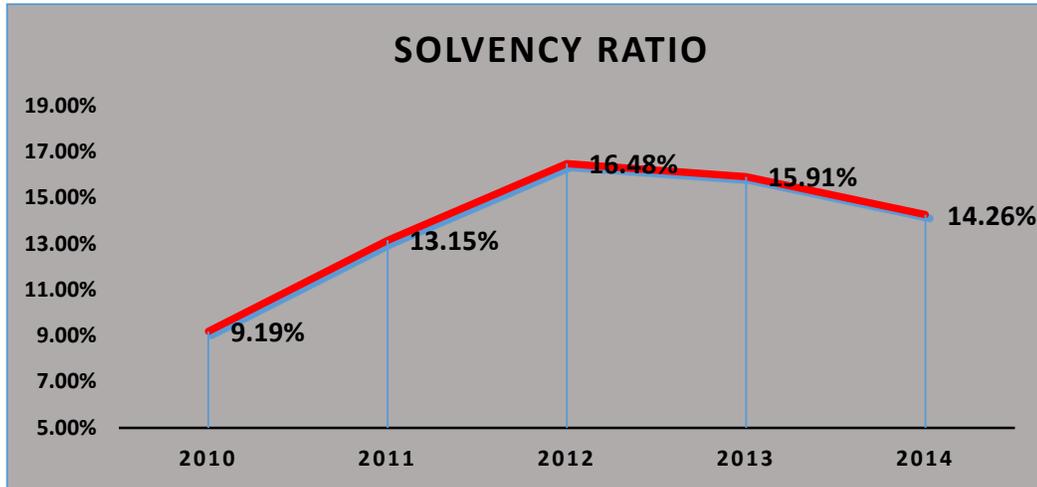
Fiscal Year	2016	2017	2018	2019	2020	2021
State Percent of Growth Rate	2.00%	2.50%	2.50%	2.50%	2.50%	2.50%

- 5. The cash reserve levy will be used to backfill resources expended for certain unfunded mandates, under-funded mandates, and board approved allowable growth items. The cash reserve levy will also be used to ensure that General Fund cash reserves are equal to or exceed the financial metrics as stated in Board policy 801.4.**

The cash reserve levy, of which the Board controls, is divided into two parts. First, the SBRC cash reserve levy portion includes items that the Board has requested modified allowable growth (additional spending authority) and that the School Budget Review Committee has subsequently approved. Examples of these items include the special education deficit, ELL deficit, and on-time funding for enrollment growth. The table below shows the FY2015 SBRC cash reserve levy compared to the tentative FY2016 SBRC cash reserve levy:

	2015	2016	Difference
Special Education Deficit	\$ 1,065,702	\$ 1,683,857	\$ 618,155
ELL Deficit	N/A	\$ 155,759	\$ 155,759
Increasing Enrollment Growth	\$ 386,298	\$ 1,287,407	\$ 901,109
Open Enrollment Out Growth	\$ 339,057	\$ -	\$ (339,057)
Limited English Proficiency Growth	\$ 5,387	\$ 11,206	\$ 5,819
Total SBRC Cash Levy	\$ 1,796,444	\$ 3,138,229	\$ 1,341,785

The other portion of the cash reserve levy is referred to as the regular or other cash reserve levy. This part of the levy is used to ensure the District's has an adequate cash reserve balance and helps to maintain an appropriate solvency ratio. Iowa Association of School Boards recommends a target solvency ratio of 5% - 15%. Our Board policy sets forth that the solvency ratio will not fall below 7%. The District's financial solvency ratio for the last five years is as follows:



6. Expenditure categories within the General Fund are influenced by many factors including student growth pressure and market based inflationary trends.

As is the case for any school district in Iowa, salaries and benefits costs are the single largest expense in the General Fund. Approximately 80% of the costs in our General Fund can be attributed to personnel. Such items that impact personnel costs are IPERS contribution rates, medical and other insurance renewal rates, and additional staffing due to enrollment growth. At Linn-mar, there are five bargaining groups that the District negotiates with; LMEA, SEIU, LMSEAA, bus drivers, and part-time nutrition services. On average, salaries and benefits have increased 4%- 4.5% annually over the last five years. Non-personnel expenditures (e.g. supplies, utilities, equipment, etc.) have increased about 3% annually over the last several years.

For budget projections, a 4.2% annual increase in salaries and benefits and a 3% increase in non-personnel expenditures will be used as assumptions.

7. Other District Tax Supported Funds:

- **Physical Plant and Equipment Levy (PPEL):**

On April 1, 2014 voters extended the voted PPEL 10-years (expires June 30, 2025). This \$1.34 levy combined with the board approved \$.33 PPEL levy (\$1.67 total) is expected to generate approximately \$3.1 million in FY2016.

It is anticipated that approximately 13.2% of these funds will be used towards transportation, 1.8% on operational leases, 1.6% on non-instructional software, 5.1% on equipment replacements, 14% on preventative maintenance items, and 64.3% on larger capital projects such as roof replacement, window replacement, HVAC upgrades, flooring, and bleacher replacement.

- **Public Education and Recreation Levy (PERL):**

This \$.135 levy is expected to generate approximately \$246,000 in FY2016. It is anticipated that this additional revenue along with previous years' carryover will be used to resurface the track at Excelsior Middle School. Other expenditures include district grounds and playgrounds maintenance as well as a portion of Community Education staffing costs.

- **Sales Tax (LOST) Fund**

Based on the District's current certified enrollment of 7,145 and an estimate of \$919 per student (assumes no change from FY2015), the projected revenue for FY2016 is \$6.5 million. Approximately \$4.9 million of these funds are committed to principal and interest payments of outstanding revenue bonds. \$1 million of these funds are committed toward the District technology plan and the remaining \$500K will be used to buy down the Debt Service Levy.

- **Debt Service Fund**

It is anticipated that the District will have \$35,585,000 of outstanding general obligation debt as of June 30, 2015. For FY2016, it is projected that the District will need approximately \$4 million in taxes to service this amount. The debt service levy for FY2015 is \$2.17 and this levy is expected to decrease slightly in FY2016.

- **Management Fund**

Primary expenditures from the Management Fund include property/liability insurance, workers compensation, unemployment costs, and early separation. The Board approved eleven early separation packages with a total cost of approximately \$400,000, which will be paid over a two-year period. Insurance and workers compensation costs are also expected to increase. The management fund tax levy for FY2015 is \$.52 and it is anticipated that this levy will need to increase slightly for FY2016.

Important Definitions:

- ✓ Maximum spending authority – the maximum amount authorized under the school funding formula for a school district to spend on its general fund budget for a fiscal year. It includes the sum of the combined district cost, pre-school funding, instructional support levy, educational improvement funds, miscellaneous income, modified allowable growth and prior year unspent balance. **Iowa Code §257.7.**

- ✓ Combined district cost – the major element of a school district's authorized spending authority. Primarily, it is determined by multiplying the district cost per pupil by the number of pupils in the school district, plus the special weightings for the district. It is funded by state foundation aid, the uniform levy, the additional levy, and supplemental state aid. It is often referred to as controlled budget. **Iowa Code§257.1,.4.**

- ✓ Unspent balance (also known as unspent authorized budget) – the amount of the maximum spending authority (maximum authorized budget) not expended during the fiscal year. This includes previous year's accumulation of unexpended total spending authority. It is a measure created by statute to determine if a school district has exceeded its total spending authority in a given fiscal year. It is an element of total maximum spending authority. **Iowa Code §257.7(1).**

- ✓ Solvency ratio – provides a picture at fiscal year-end of the financial health of a school district and represents the percent of the district's available funding. It is calculated by dividing the unassigned and assigned general fund balance by the general fund actual/total revenue of the school district for the fiscal year less the district's AEA flow-through funding.



LINN-MAR
Community School District

Inspire Learning. Unlock Potential. Empower Achievement.

Superintendent's Report

January 26, 2015 Board Meeting

Strategic Goal #1 Student Achievement

1. **Metropolitan Honors Orchestra Festival** – On Saturday, January 24th, Linn-Mar, Cedar Rapids Schools and Mount Vernon Schools presented two Honors Orchestra Concerts at the Paramount Theatre:

Middle School Honors Concert @ 6:15 p.m. – 6th Grade: 29 Linn-Mar 6th Graders (20 Oak Ridge, 9 Excelsior)
7th Grade: 36 Linn-Mar 7th Graders (18 Oak Ridge, 18 Excelsior)
8th Grade: 25 Linn-Mar 8th Graders (20 Oak Ridge, 5 Excelsior)

High School Honors Concert @ 8:15 p.m. – 9th Grade: 35 Students
10th-12th Graders: 42 Students

Of the approximately 400 students who performed, 167 were Linn-Mar Students. Linn-Mar teachers who were honored as guest conductors are: Kristine Colton Schamberger, the 7th Grade Honors Orchestra

Jonathan Welch, the High School Philharmonic Orchestra

Both concerts were outstanding performances! Thanks to the Linn-Mar orchestra instructors (Josh Reznicow, Jonathan Welch, Kristi Shamberger, Katie Vail, Kelly Vieth), the students and their parents.

2. **Mississippi Valley Conference Boys Swimming Championship** – Linn-Mar Aquatic Center hosted the MVC Boys Swimming Championship on Saturday, January 24th. Linn-Mar Boys Swim Team finished 4th with 274 points behind record breaking performances by Dubuque Senior High School and Iowa City West. Dubuque Senior won the Conference championship with 321 points followed by Iowa City West (306.5), and Cedar Rapids Washington (293). Congratulations to the boys swim team and Coach Tom Belin.

3. **District Speech Results at Monticello** - The High School Speech team competed on Saturday January 17th at District Speech Contest in Monticello! They won 13 events and returned with 11 groups receiving a Division I rating, moving on to State Contest on February 7th at CR Washington. Groups moving on are:

Both Varsity Radio Broadcasts	Both Freshmen Radio Broadcasts
The TV News team	The One Act Play
Both musical theatre groups	One Group Improvisation team
The Solo Mime	The Reader's Theatre

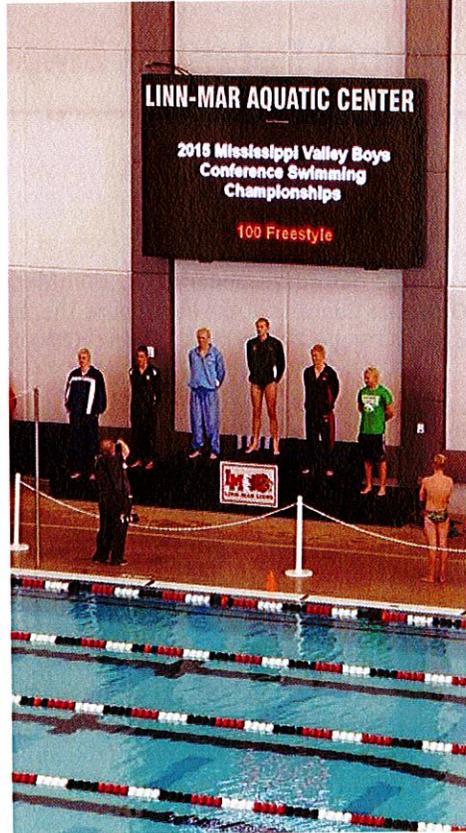
Congratulations to the Speech Team and Ann Fry, coach.

4. **School Calendar Guidelines** – On Wednesday, January 21st, the Iowa Department of Education (IDE) sent out the guidelines for requesting a waiver on the school start date. In December, Iowa school districts received notice that all school districts must start school no earlier than the week in which Labor Day falls. This was a significant change in past practice for school calendars and school start dates. Linn-Mar applied annually for an innovative calendar since 2002 and followed the application process required by the IDE which then approved Linn-Mar's calendar after the Linn-Mar Board of Education approved the calendar. Prior to receiving the IDE notice on start date in December, the Linn-Mar Board approved the 2015-16 Calendar. At this time, we are reviewing our options for applying for a waiver. It has always been our practice to organize the calendar based on what is best for student learning. One of the factors that is an organizer for the school start date is finishing the semester before the winter break. We are also aware that a number of legislators support the concept of local control for school districts in determining school calendars and will also work with them regarding school start date.

Strategic Goal #3 Staff Development

5. **Fulbright Award** – On January 9th, John Hanson, social studies teacher at the High School, was notified that he was awarded a Fulbright Scholarship as a Roving Scholar to Norway for the next academic year. This is a tremendous honor for John and Linn-Mar. He will visit Norwegian High Schools sharing information about U.S. History. He will bring back information on high school education in Norway. We are currently reviewing options for professional leave for John for the time he is in Norway. It is his intention that he and his family spend the year in Norway. Congratulations to Dr. Hanson for this outstanding achievement!

Mississippi Valley Conference Boys Swimming Championship



Congratulations on the LMHS students listed below for being selected to the *2015 Metropolitan Orchestra Festival* being held on Saturday, January 24th. These selected Linn-Mar students will have the honor of performing along side other talented and dedicated musicians from the Cedar Rapids community. In addition, members of the Linn-Mar orchestra faculty Kristine Schamberger (Oak Ridge Middle School) and Jonathan Welch (LMHS) will have the honor of serving as guest directors of the 7th grade honor orchestra and the 9th grade honor orchestra respectively.

9th Grade Honor Orchestra

Grace	Ahlers	Bass
Sophia	Abodeely	Viola
Sanjana	Addagarla	Violin
Reshma	Balakrishnan	Violin
Scott	Brough	Viola
Casey	Cervený	Bass
Jenna	Christiansen	Violin
Emma	Clanin	Violin
Pablo	Couvarubias	Viola
Tyler	Green	Cello
Whitney	Guthrie	Violin
Sophie	Hagen	Violin
Connor	Haines	Cello
Katie	Hidlebaugh	Cello
Harry	Huang	Violin
Jill	Klinkefus	Cello
Katie	Kreutner	Cello
Deeksha	Kumar	Violin
Christine	Liu	Violin
Daniel	Low	Cello
Morgan	Lu	Cello
Emma	Meike	Violin
Nina	Norton	Viola
Sonali	Patel	Violin
Kanishk	Puranik	Violin
Nora	Read	Viola
Bethany	Scott	Cello
Natalie	Shepherd	Cello
Kartik	Sivakumar	Violin
Sydney	Walther	Violin

Symphony Honor Orchestra (10th – 12th grades)

Anmarie	Abodeely	Viola
Bradley	Affolter	Viola
Lydia	Anderson	Violin
Selena	Aschbrenner	Viola
Madhuri	Belkale	Violin
Allison	Bellows	Violin
Lydia	Berry	Violin
Michael	Bunney	Viola
Makaela	Buol	Cello
Allie	Cahill	Cello
Deborah	Destahun	Cello
Julia	Digiacomio	Violin
Morgan	Francis	Violin
Caleb	Fruhling	Cello
Jenny	Ha	Violin
Abbie	Harkin	Violin
Julia	Hecht	Viola
Allie	Hoskins	Cello
Jiyeon	In	Violin
Hanna	Jaculbe	Violin
Bryce	Jones	Viola
Jacob	Lam	Cello
Jenny	Lam	Violin
Alan	Liang	Violin
Susan	Madasu	Violin
Conner	Marzen	Cello
Dana	Mineart	Violin
Sowmya	Narayan	Viola
Deanna	Newhouse	Viola
Chesley	Nguyen	Violin

Jessica	Wang	Cello	Sruthi	Palaniappan	Violin
Emma	Westfall	Cello	Hanna	Saville	Violin
Carolyn	Whitehead	Viola	Leah	Schmickely	Violin
Allison	Zelle	Viola	Savannah	Scott	Bass
Kathy	Zhou	Violin	Heather	Stultz	Viola
			Natalie	Thompson	Cello
			Jordan	Turner	Viola
			Caleb	Weatherby	Violin
			Hannah	Westfall	Violin
			Noah	Wick	Bass
			Mikayla	Winfield	Violin
			Jon	Wisner	Violin

2015 METROPOLITAN ORCHESTRA FESTIVAL

Area Schools Present Two Concerts at the Paramount Theatre

On Saturday, January 24th, over 400 orchestra students from local area schools will present two concerts at the Paramount Theatre as part of the annual Metropolitan Orchestra Festival. Students representing the Cedar Rapids, Linn-Mar, and Mount Vernon schools will give a middle school concert at 6:15 P.M. and a high school concert at 8:15 P.M. The orchestras will work with local area directors as well as guest conductor Jason Weinberger – Artistic Director and CEO of the Waterloo-Cedar Falls Symphony Orchestra. Over its 30 year history the Metropolitan Orchestra Festival is, and has been, a collaborative effort between local area schools and the greater metropolitan community in providing an opportunity for orchestra students to share their talents and dedication for making music.

ELECTIONS

Supervisors pull plug on postcards

Auditor had sought \$60,000 in next budget

By Rick Smith, The Gazette

CEDAR RAPIDS — Linn County Auditor Joel Miller's effort to boost public awareness and voter turnout by mailing bright-yellow election notification postcards has been put to death.

The Linn County Board of Supervisors voted Wednesday to ax \$60,000 from Miller's proposed budget for the fiscal year that begins July 1. Miller had sought that money to print and mail pre-election postcards for school and city elections expected during the fiscal year.

After a lengthy discussion Monday and Wednesday, the supervisors agreed with Miller that far too few voters vote, particularly in school elections. But the supervisors weren't convinced that the postcards — which have gone out before nine special elections since April 1 — were worth the expense.

Supervisor Brent Oleson credited Miller with a "good effort" in his role of "cheerleader" for voter notification and turnout, but said the postcards were "a luxury expense" that accomplished little.

The supervisors will absorb the \$27,500.79 in costs of the postcards mailed to date, including refunding \$816.18 to the Center Point/Urbana school district, which paid the postcard costs for its April 2014 special election.

The unraveling of Miller's postcard initiative began in September, when Linn-Mar Superintendent Katie Mulholland told the supervisors that the school district was not

► ELECTIONS, PAGE 9A

Elections/County bears cost of cards

► FROM PAGE 1A

going to pay the \$4,892 bill for postcards that the district didn't ask for. Miller had mailed out the postcards before the school district's special election on April 1.

In recent weeks, the Linn County Attorney's Office advised the supervisors that costs for the postcards did not qualify as election expenses to be billed to a jurisdiction, but instead were administrative costs to be paid by the county.

Some of the supervisors had suggested the county seek an opinion from the Iowa Attorney General's Office. But Supervisor Linda Langston said Wednesday that Linn County Attorney Jerry Vander Sanden rejected the idea because the law was clear on the matter.

Oleson and Supervisor Jim Houser said there is no need for a postcard reminder from Linn County for partisan primary and general elections when voters are besieged by election information.

Tim Box, the county's

deputy auditor for elections, told the supervisors the county does have a required role to inform the public about elections. But he said the traditional way through newspapers is not reaching people the way it once did.

As a result, he said he and Miller had tried an assortment of inexpensive election-alert tactics, from Twitter and Facebook postings to email notifications to robocalls. The postcards got the best response.

According to county election statistics, 1,189 voters voted in a special election in the Linn-Mar district on April 1 with election notification postcards. That compares with 596 who had voted in a special election there in February 2011 with no postcards.

The Springville school district saw 784 people vote in a special election on Sept. 9 with postcards, compared with 146 in a special election in June 2013 without them.

● Comments: (319) 398-8312;
rick.smith@thegazette.com



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STUDENT PERSONNEL

OBJECTIVES FOR

Policy Title EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS Code 500

This series of the Board Policy Manual is devoted to the Board’s goals and objectives for assisting the students of the Linn-Mar Community School District in obtaining an education. Each student shall have an opportunity to obtain an education in compliance with the policies in this series.

It is the goal of the Board to **develop promote** a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use the education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures every other student the same opportunity.

The Board supports the delivery of the education program and services to students free of discrimination on the basis of race, sex, creed, color, national origin, religion, marital status, sexual orientation, gender identity or disability. This concept of equal educational opportunity serves as a guide for the Board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

In the delivery of the educational program, students shall treat the employees with respect and students will receive the same in return. Employees have the best interests of the students in mind and will assist them in school-related or personal matters if they are able to do so. Students should feel free to discuss problems, whether school-related or personal, with the guidance counselor or other employees.

Board policies, rules and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district.

The 500 series of Board policy refers to the term “parents” in many of the policies. The term “parents” for purposes of this policy manual shall mean the legal parents or legal guardians. It shall also mean students who have reached the age of majority or are otherwise considered an adult by law.

STUDENT PERSONNEL

OBJECTIVES FOR

Policy Title EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS Code 500

Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, shall be directed to the Equity Coordinator Dirk Halupnik, Chief Academic Officer, by writing to the Equity Coordinator, Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa 52302; or by telephoning (319) 447-3028.

Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Iowa Department of Education, Grimes State Office Building, Des Moines, Iowa 50319, (515) 281-5294, or the U.S. Department of Education, Office for Civil Rights – Region VII, 8930 Ward Parkway, Suite 2037, Kansas City MO 64114, (816) 268-0550. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Adopted 9/21/98 Reviewed 8/02; 3/12; 7/13; 10/14 Revised 8/06; 9/09; 5/11; 7/13; 1/12/15

Related Policy: (Code Number) 104

Legal Reference: (Code of Iowa) _____



STUDENT ATTENDANCE

Policy Title COMPULSORY ATTENDANCE

Code 501.1

Parents or guardians within the school district who have children over age six and under age sixteen by September 15, in proper physical and mental condition to attend school, will have the children attend the school district at the attendance center designated by the Board. Students will attend school the number of days school is in session in accordance with the school calendar. Students of compulsory attendance age will attend school a minimum of 87 percent of the approved calendar. Students not attending the minimum days must be exempted by this policy as listed below or referred to the county attorney. Exceptions to this policy include children who:

- have completed the requirements for graduation in an accredited school or have obtained a high school equivalency diploma;
- are attending religious services or receiving religious instruction;
- are attending an approved or probationally approved private college preparatory school;
- are attending an accredited nonpublic school; or,
- are receiving competent private instruction.

It is the responsibility of the parent or guardian of a child to provide evidence of the child's physical and mental inability to attend school or of the child's qualifications for one of the exceptions listed above.

The principal or designee will investigate the cause for a student's truancy. If the principal or designee is unable to secure the truant student's attendance, the principal or designee should discuss the next step with the executive director of student services. If after that referral the student is still truant, the student will be referred the county attorney.

The school will participate in mediation if requested by the county attorney. The executive director of student services will represent the school district in mediation. The school district will monitor the student's compliance with the mediation agreement and will report violations of the mediation agreement to the county attorney.

Adopted 6/15/70 Reviewed 8/02; 9/09; 4/12; 7/13; 10/14; 1/12/15 Revised 8/06; 7/08; 5/9/11
Related Policy: (Code Number) 500; 601.2
Legal Reference: (Code of Iowa) IA Code §§ 239.5B; 259A; 279.10-.11; ch. 299;
299A (2013); 441.A.C. 41.25(8)



STUDENT ATTENDANCE

Policy Title ENTRANCE – ADMISSIONS Code 501.2

Children in the school district community will be allowed to enroll in the school district’s regular education program beginning at age five. The child must be age five on or prior to September 15 to participate in the school districts kindergarten/early childhood blended program. The child must be age six on or prior to September 15 to begin the first grade of the education program.

The Board shall require evidence of age and residency in the form of a birth certificate or other evidence before the student may enroll in the school district’s education program. It shall be within the discretion of the superintendent to determine what is satisfactory evidence for proof of age.

Prior to enrollment, the parent must provide the administration with their child’s health and immunization certificate. Failure to provide this information within the time period set by the superintendent shall be reason for suspension, expulsion, or denying admission to the student.

Adopted 6/15/70 Reviewed 9/09; 5/11; 4/12; 10/14; 1/12/15 Revised 8/02; 8/06; 7/15/13
Related Policy: (Code Number) 500; 501.1
Legal Reference: (Code of Iowa) IA Code §§ 139A.8; 282.1, .3, .6 (2013);
1980 Op. Att’y Gen. 258



STUDENT ATTENDANCE

Policy Title ATTENDANCE CENTER ASSIGNMENT Code 501.3

The Board shall have complete discretion to determine the boundaries for each attendance center, to assign students to the attendance center, and assign students to the classrooms within the attendance center.

It shall be the responsibility of the superintendent to make a recommendation to the Board annually regarding assignment of student attendance centers. In making the recommendation, the superintendent shall consider the geographical layout of the school district, the condition and location of the school district facilities, the location of student population, possible transportation difficulties, financial condition of the school district, and other factors deemed relevant by the superintendent or the Board.

The primary purpose of the school boundary attendance plan is to obtain uniform class sizes throughout the district.

Adopted 6/15/70 Reviewed 9/09; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised 8/02; 8/21/06
Related Policy: (Code Number) 500; 501.1
Legal Reference: (Code of Iowa) §§ 279.11; 282.7-.8 (2013)



STUDENT ATTENDANCE

Policy Title STUDENT ATTENDANCE RECORDS Code 501.4

As part of the school district's records, the daily attendance of each student shall be recorded and maintained on file with the permanent records of the Board Secretary.

It shall be the responsibility of the principals to ensure that such reports are filed with the Board Secretary, the custodian of school records.

Adopted 6/15/70 Reviewed 9/09; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised
Related Policy: (Code Number) 500; 501.1; 505.6
Legal Reference: (Code of Iowa) §§ 294.4; 299 (2013); IAC 12.3(4)



STUDENT ATTENDANCE

Policy Title RESIDENT STUDENTS Code 501.5

Children who are residents of the school district community will attend the school district without paying tuition.

The residence of a student means the place, abode, or dwelling of the student. Generally, the legal dwelling of minors is the same as their parents. However, a student may establish a dwelling with someone other than the parents and attend public school in the school district without paying tuition if the primary purpose for residing in the school district is not for the purpose of obtaining a free public education. Further, students who have reached the age of majority and who are still eligible to attend an Iowa secondary school may declare their residence independent of the residence of the parents.

Each case involving the bona fide residence of a student will be decided upon its individual merits by the superintendent.

Adopted 6/15/70 Reviewed 9/09; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised 9/21/98

Related Policy: (Code Number) 500; 501.1

Legal Reference: (Code of Iowa) §§ 257.6; 282.2, .6, .7; 285.4 (2013);

Lakota Cons. Ind. School v. Buffalo Center-Rake Comm. School, 334 N. W. 2d 704 (Iowa 1983); Mt. Hope School Dist. V. Hendrickson, 197 N.W. 47 (Iowa 1924); Oshel v. Creston Comm. School Dist., DPI Admin. Doc. 570 (1981); 33 D.P.I. Dec. Rule 80 (1984); 1956 Op. Att’y Gen.185; 1946 Op. Att’y Gen. 197; 1938 Op. Gen. 69; 1930 Op. Gen. 147.



STUDENT ATTENDANCE

Policy Title NONRESIDENT STUDENTS Code 501.6

Students who are eligible to attend an Iowa public school but who are not legal residents of the school district may be admitted into the school district at the discretion of the superintendent upon application and payment of tuition. The tuition rate shall be the current per-pupil cost of the school district as computed by the Board Secretary and as authorized by the Iowa Department of Education.

Resident students whose families move from the school district after the start of a semester and who wish to complete the semester in the school district may be permitted to attend without the payment of tuition at the discretion of the superintendent and approval of the Board. Students who plan to open enroll to the nonresident district may complete the school year without approval of the superintendent or Board. These students, other than students in grades 11 and 12, must have the recommendation of the principal.

Students in grades 11 or 12 who are no longer residents of the school district, but were residents in the preceding school year, may continue to attend school until they graduate without the payment of tuition. These students may be required to identify an adult/guardian, who resides in the school district, identified for the purposes of administration.

Nonresident students who are eligible to attend an Iowa public school and who have evidence they will become legal residents of the school district prior to October 1 may be allowed to attend without the payment of tuition.

Adopted 6/15/70 Reviewed 9/09; 5/11; 3/12; 10/14; 1/12/15 Revised 8/02; 8/06; 7/15/13

Related Policy: (Code Number) 500; 501.1

Legal Reference: (Code of Iowa) §§ 257.6; 282.1, .2, .6, .7, .24 (2013);

Lakota Cons. Ind. School v. Buffalo Center-Rake Comm. School, 334 N.W. 2d 704 (Iowa 1983); Mt. Hope School Dist. v. Hendrickson, 197 N.W. 47 (Iowa 1924); Oshel v. Creston Comm. School Dist., DPI Admin. Doc. 570 (1981)



STUDENT ATTENDANCE

Policy Title FOREIGN EXCHANGE STUDENTS

Code 501.7

Qualified foreign exchange students may be enrolled and attend school without charge if they are recommended by the high school building principal and reside within the boundaries of this district.

It is the responsibility of the superintendent or designee to review and approve organizations that wish to place foreign exchange students in the high school.

Adopted 6/15/70 Reviewed 9/09; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised 8/19/02

Related Policy: (Code Number) 500; 501.1

Legal Reference: (Code of Iowa) _____



STUDENT ATTENDANCE

Policy Title STUDENT TRANSFERS IN Code 501.9

Students who transfer into the school district must meet the immunization and age requirements set out for students who initially enroll in the school district.

The school district will request the student's cumulative records from the previous school district. If the student cannot offer proof of grade level, the superintendent or designee will make the grade level determination. The superintendent or designee may require testing or other information to determine the grade level. Students expelled or suspended from their previous school district will only be enrolled after approval of the Board.

The superintendent or designee will determine the amount of credits to be transferred. If the student has not previously attended an accredited school, it is within the superintendent's discretion to accept or reject credits or grades.

The Board may deny admission if the student is not willing to provide the Board with the necessary information.

Adopted 11/16/92 Reviewed 9/09; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised 9/98; 8/21/06

Related Policy: (Code Number) 500; 501.1

Legal Reference: (Code of Iowa) §§ 139.9; 282.1, .3, .4; Chapter 299A (2013);

20 U.S.C. § 1232g (2010)



STUDENT ATTENDANCE

Policy Title STUDENT TRANSFERS OUT OR WITHDRAWALS Code 501.10

If the student's parents/legal guardians wish to withdraw or transfer the student from school prior to completing and graduating from the education program, they shall notify the superintendent or designee in writing as soon as possible of the decision to withdraw or transfer the student from the education program. The student or parent/legal guardian should present this written notice at the office and receive instructions regarding the return of textbooks, library books, locker equipment, hot lunch tickets, etc.

The notice shall state the student's final day of attendance. If the student is not enrolling in another school district, the school district shall maintain the student's records in the same manner as the records of students who have graduated from the school district.

If the parents/legal guardians wish to have the student's cumulative record sent to the new school district, they shall notify the superintendent or designee in writing. This notice shall include the name of the school district and the person at the new school district to whom the student's cumulative records should be sent. If the new school district requests the student's cumulative records, the school district will forward the cumulative records and notify the parents/legal guardians the records have been sent. The notice shall inform the parents/legal guardians of their right to review the records sent.

If the student is of compulsory education age and not transferring to another public school district or an accredited nonpublic school, the parents/legal guardians shall notify the superintendent or designee that the student is receiving competent private instruction and file the necessary competent private instruction reports.

Adopted 9/21/98 Reviewed 9/09; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised 8/21/06
Related Policy: (Code Number) 501; 506; 604.1
Legal Reference: (Code of Iowa) §§ 274.1; 299.1-.1A (2013)
20 U.S.C. § 1232g (2012)



STUDENT ATTENDANCE

Policy Title STUDENT ABSENCES – EXCUSED Code 501.11

Regular attendance by students is essential for students to obtain the maximum opportunities from the education program. Parents/legal guardians and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center.

Student absences approved by the principal shall be excused absences. Excused absences shall count as days in attendance for purposes of the truancy law. These absences include, but are not limited to, illness, family emergencies, dental, medical appointments, recognized religious observances, and school-sponsored or approved activities.

Students whose absences are approved shall make up the work missed and receive full credit for the missed school work. It shall be the responsibility of the student to initiate a procedure with the student's teacher to complete the work missed.

Students who wish to participate in school-sponsored activities must attend half or more of their school classes the day of the activity unless permission has been given by the principal for the student to be absent.

It shall be the responsibility of the parent/legal guardian to notify the student's attendance center as soon as the parent/legal guardian knows the student will not be attending school on that day. The principal may request evidence or written verification of the student's reason for absence.

It shall be the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations regarding this policy.

Adopted 9/21/98 Reviewed 9/09; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised _____
Related Policy: (Code Number) 500; 501.1
Legal Reference: (Code of Iowa) §§ 294.4; 299 (2013); 281 I.A.C. 12.3(4)



STUDENT ATTENDANCE

Policy Title TRUANCY – UNEXCUSED ABSENCES Code 501.12

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents/legal guardians and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center.

Truancy is the failure to attend school for the minimum number of days established in the school calendar by the Board. Truancy is the act of being absent without a reasonable excuse. These absences shall include, but not be limited to, tardiness, shopping, hunting, non-school concerts, preparation or participation in parties and other celebrations, and employment. Truancy will not be tolerated by the Board.

Students are subject to disciplinary action for truancy including suspension and expulsion. It shall be within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of truancy. Students receiving special education services will not be assigned to supervised study hall or in-school suspension unless the goals and objectives of the student's Individualized Education Program are capable of being met.

The building principal or designee shall investigate the cause for a student's truancy. If the principal or designee is unable to secure the truant student's attendance, the principal or designee should discuss the next step with the Superintendent or designee. If after administrative action, the student is still truant, the principal shall refer the matter over to the county attorney.

The school will participate in mediation if requested by the county attorney. The Superintendent or designee shall represent the school district in mediation. The school district will monitor the student's compliance with the mediation agreement and will report violations of the mediation agreement to the county attorney.

It shall be the responsibility of the Superintendent, in conjunction with principals, to develop administrative regulations regarding this policy. The administrative regulations shall indicate the disciplinary action to be taken for truancy.

Adopted 9/21/98 Reviewed 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 8/06; 9/14/09
Related Policy: (Code Number) 500; 501.1
Legal Reference: (Code of Iowa) §§ 294.4; 299 (2013); 281 I.A.C. 12.3(4)



STUDENT ATTENDANCE

Policy Title STUDENT RELEASE DURING SCHOOL HOURS Code 501.13

Students in grades 11 and 12 may be allowed to leave the school district facilities with parental permission when they are not scheduled to be in class. Students who violate school rules may have this privilege suspended.

It shall be the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations regarding this policy.

Adopted 9/21/98 Reviewed 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised 8/06; 9/14/09
Related Policy: (Code Number) 500; 501.1
Legal Reference: (Code of Iowa) § 294.4 (2013); 281 I.A.C. 12.3(4)



STUDENT ATTENDANCE

Policy Title STUDENTS OF LEGAL AGE Code 501.14

Students who have attained legal age may continue the education program without payment of tuition as long as they are eligible to attend an Iowa public school and are residents of the school district.

Parents/Legal guardians will be allowed to access and view the student's records without written permission from the student if the student is still a dependent for tax purposes. In most cases, with the discretion of the principal or the superintendent, the student will be able to make decisions and sign documents rather than requiring parental permission or signature.

Adopted 9/21/98 Reviewed 9/09; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised _____
Related Policy: (Code Number) 500; 501.1
Legal Reference: (Code of Iowa) §§ 22; 282.2, .6, .7; 285.4; 599.1; 622.10 (2013)
281 I.A.C. 12.3(6); 20 U.S.C. § 1232g (2012)



STUDENT ATTENDANCE

Policy Title HOMELESS CHILDREN AND YOUTH Code 501.15

The Board will make reasonable efforts to identify homeless children and youth of school age within the district, encourage their enrollment and eliminate existing barriers to their receiving an education which may exist in district policies or practices. The designated coordinator for identification of homeless children and for tracking and monitoring programs and activities for these children is Julie Jensen, Executive Director of Student Services.

Adopted 9/21/98 Reviewed 8/02; 4/11; 3/12; 10/14; 1/12/15 Revised 8/06; 9/09; 7/15/13

Related Policy: (Code Number) 501; 503.3; 506; 507.1; 603.3; 711.1

Legal Reference: (Code of Iowa) 42 U.S.C §§ 11431 et seq. (2012); 281 1.AC.33
No Child Left Behind, Title X, Sec. 722, PL 107-110 (2004)



ADMINISTRATIVE REGULATIONS REGARDING HOMELESS CHILDREN AND YOUTH

The District shall make reasonable efforts to identify homeless children and youth within the District, shall encourage their enrollment in the school, shall eliminate existing barriers in District policies and procedures which may serve as barriers to their enrollment, and shall ensure that homeless children and youth have equal access to the same free public education, including public preschool education, as provided to other children and youth.

Definitions.

“Unaccompanied youth” means a youth not in the physical custody of a parent or guardian, including youth living in runaway shelters, abandoned buildings, cars, on the streets, or in other inadequate housing, youth denied housing by their families, and school-age unwed mothers, living in homes for unwed mothers, who have no other housing available.

“Homeless children and youth” means individuals from age three through age 21 who lack a fixed, regular, and adequate nighttime residence, including children and youth who are:

- sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- living in emergency or transitional shelters;
- abandoned in hospitals;
- awaiting foster care placement;
- living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;
- children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- migratory children who qualify as homeless because they are living in circumstances described in this definition

Incarcerated children and youth and children and youth in foster care are not considered homeless.

“School of origin” means the school that the homeless child or youth attended when permanently housed or the school in which the homeless child was last enrolled.

Designated Coordinator.

Executive Director of Student Services **Julie Jensen** (jjensen@Linnmar.k12.ia.us / 319-447-3003) shall serve as the District’s designated coordinator for homeless children and youth. The coordinator shall ensure that:

- homeless children and youth are identified by school personnel and through coordination activities with other entities and agencies;

- homeless children and youth enroll in school and have a full and equal opportunity to succeed in school;
- homeless children and youth receive educational services for which they are eligible, including Head Start and preschool programs administered by the District, and referrals to health, mental health, dental and other appropriate services;
- parents and guardians of homeless children and youth are informed of available educational and related opportunities provided to their children and of the opportunities for the parents and guardians to participate in the education of their children;
- the District disseminates public notices in places in which homeless children and youth receive services of their educational rights;
- the District informs parents, guardians, and unaccompanied youth of transportation services, including to and from the school of origin, and provides assistance in accessing the transportation to school;
- enrollment disputes are properly mediated.

The coordinator shall also assist parents, guardians and unaccompanied youth in enrolling in school and accessing school services, obtaining student records, arranging for immunizations, and shall help to coordinate transportation services.

No Segregation.

Homeless children and youth shall not be separated from the mainstream school environment on the basis of their status as homeless. Homeless children and youth may be segregated from other students only for short periods of time as necessary for health or safety reasons or to provide temporary, special and supplemental services to meet the unique needs of homeless students. Homeless children and youth shall not be stigmatized or isolated on the basis of their status as homeless. Records indicating their status as homeless shall be maintained in accordance with confidentiality requirements.

Immunization Records.

A homeless child or youth shall not be denied enrollment for lack of immunization records if the child is transferring from another school and the school confirms the presence of the immunization record. The District coordinator will make a reasonable effort to locate immunization records from the information provided or will arrange for the student to receive immunizations.

Student Records.

Homeless children and youth transferring into the District may provide student records directly to the District. The District will not require that the records be forwarded from another district or school before the child may enroll. The District will then request the student's records from the previous district or school attended by the student. Homeless children and youth transferring out of the District may be directly provided copies of student records to take with them.

Waiver of School Fees.

School fees shall be waived in accordance with the District's policy on waiver of fees or if necessary for the homeless child or youth to obtain equal access to a free public education. The District coordinator shall also assist students in accessing resources for appropriate school clothing.

Free and Reduced-Price Meals.

The application process for free and reduced price meals shall be expedited for homeless children and youth. The District may determine if a student is homeless and requires free meals without completing the full application process.

School Placement.

School placement determinations for homeless children and youth shall be made on the basis of the best interests of the homeless child or youth. The District will, to the extent feasible including space, keep a homeless child or youth in the school of origin, unless the parent or guardian or unaccompanied youth requests another school and the District concurs in attendance at the preferred school. If the District sends a homeless child or youth to a school other than the school of origin or a school requested by the parent, guardian, or unaccompanied youth, the District will provide a written explanation of its decision with notice of the right to appeal the decision pursuant to State appeal procedures. The placement determination shall be a student-centered, individualized determination. Factors to be considered may include the age of the student, the distance of the commute and the impact on the student's education, personal safety issues, the student's need for special education and related services, the length of the anticipated stay in temporary shelter or other temporary location, space available in the requested school, and the time remaining in the school year. Homeless children and youth may be assigned to other schools if necessary to receive a free and appropriate public education in accordance with the Individuals with Disability Education Act.

Transportation.

If a homeless child or youth continues to live in the District but in a different attendance area than the school the student was previously attending in the District, the District, at the request of the parent, guardian, or at the request of the District coordinator on behalf of an unaccompanied youth, shall provide or arrange for transportation to and from the school previously attended. If the homeless child or youth is no longer living in the District, but is continuing his or her education in the District, the District will apportion the responsibility and costs for providing the child with transportation with the district where the child is currently living.

Conflicts With Other Policies.

Provisions in this policy shall supersede any conflicting provision in other District policies, regulations or procedures.



STUDENT PERSONNEL

Policy Title STUDENT CONDUCT Code 502.1

Board Philosophy

The Board believes inappropriate student conduct causes material and substantial disruption to the school environment, interferes with the rights of others, or presents a threat to the health and safety of students, employees, and visitors on school premises.

Students shall conduct themselves in a manner fitting to their developmental age level with respect and consideration for the rights of others while

- on school district property or on property within the jurisdiction of the school district;
- on school-owned and/or operated school or chartered vehicles;
- attending or engaged in school activities; and
- away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district.

All employees of the district shall share responsibility for supervising the behavior of students and for seeing that they meet the standards of conduct which have been or may hereafter be established. Emphasis shall be placed upon the growth of the student in his/her ability to discipline himself/herself.

Student Behavior

Students who fail to abide by this policy and the administrative regulations supporting it may be disciplined for conduct which disrupts or interferes with the education program; conduct which disrupts the orderly and efficient operation of the school district or school activity; conduct which disrupts the rights of other students to obtain their education or participation; conduct that is violent or destructive; or conduct which interrupts the maintenance of a disciplined atmosphere. Disciplinary measures include, but are not limited to, removal from the classroom or school-related situation, detention, suspension, probation, and expulsion.

Consequences for the misconduct will be fair and developmentally appropriate.

STUDENT PERSONNEL

Policy Title STUDENT CONDUCT Code 502.1

Assault Against an Employee

A student who commits an assault against an employee on school district property or on property within the jurisdiction of the school district; while on school-owned or school-operated chartered vehicles; while attending or engaged in school district activities shall be suspended by the principal. Notice of the suspension shall be sent to the superintendent who shall review the suspension to determine whether to recommend further sanctions against the student, which may include expulsion. Assault for purposes of this section of this policy is defined as:

- an act which is intended to cause pain or injury to, or which is intended to result in physical contact which will be insulting or offensive to another, coupled with the apparent ability to execute the act; or
- any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting or offensive, coupled with the apparent ability to execute the act; or
- any act of intentionally pointing any firearm or dangerous weapon toward another or displaying in a threatening manner any dangerous weapon toward another.

The act is not an assault when the person doing any of the above and the other person are voluntary participants in a sport; social or other activity, not in itself criminal, when the act is a reasonably foreseeable incident of such sport or activity, and does not create an unreasonable risk of serious injury or breach of the peace.

Types of Administrative Discipline

Removal from the classroom or school-related situation means a student is subject to discipline by the responsible administrator. It shall be within the discretion of the administrator or designee to remove the student.

Detention means the student's presence is required during non-school hours for disciplinary purposes. The student can be required to appear prior to the beginning of the school day, after school has been dismissed for the day, or on non-school days. Whether a student will serve detention, and the length of the detention, shall be within the discretion of the licensed employee disciplining the student or the building principal or designee.

STUDENT PERSONNEL

Policy Title STUDENT CONDUCT Code 502.1

Suspension means either an in-school suspension, an out-of-school suspension with a restriction from activities, a restriction from activities or loss of eligibility administered by the principal or designee. An in-school suspension means the student will attend school but will be temporarily isolated from one or more classes while under supervision.

An in-school suspension will not exceed ten consecutive school days. An out-of-school suspension means the student is removed from the school environment, which includes school classes and activities. An out-of-school suspension will not exceed ten school days. A restriction from school activities means a student will attend school and classes and practice but will not participate in school activities. Administrative suspension shall be the removal of a student by an administrator from the immediate area to a safe zone until further administrative review can be conducted.

Probation means a student is given a conditional suspension of a penalty for a definite period of time in addition to being reprimanded. The conditional suspension shall mean the student must meet the conditions and terms for the suspension of the penalty. Failure of the student to meet these conditions and terms shall result in immediate reinstatement of the penalty.

Expulsion means an action by the Board to remove a student from the school environment, which includes, but is not limited to, classes and activities, for a period of time set by the Board not to exceed one calendar year plus the completion of the current school year.

Special Education Discipline

Following the suspension of a special education student, an informal evaluation of the student's placement shall take place. The Individual Education Program (IEP) shall be evaluated to determine whether it needs to be changed or modified in response to the behavior that led to the suspension.

If during a calendar school year, a special education student's suspensions, either in or out of school, equal ten school days on a cumulative basis, an IEP team shall meet to review the current IEP and determine whether the student is appropriately placed.

Regulations

It shall be the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations regarding this policy.



ADMINISTRATIVE REGULATIONS
REGARDING STUDENT CONDUCT PROCEDURES AND DUE PROCESS

The constitutional rights of individuals assure the protection of due process of law; therefore, this system of constitutionally and legally sound procedures is developed with regard to the administration of discipline in the Linn-Mar Community Schools. These regulations are not intended to outline specific rules regarding misconduct for which a student could be suspended, but instead to provide the framework for a fair and orderly method of handling all problems of misconduct.

Law Enforcement may be notified depending on the severity or danger of the situation including the threat to physical safety of others or the student and in cases where the student's behavior cannot be physically controlled by administration.

Due Process

Due process procedures include the right of the student to:

1. be given oral and/or written notice of the charges;
2. be given the opportunity to admit or deny such charges;
3. be given an explanation of the evidence against the student if he/she denies the charges;
4. be given an opportunity to explain the situation.

The principal or designee, at his/her discretion, may allow a student to confront witnesses against the student or present witnesses on behalf of the student.

As appropriate to the age of the student, the administration will make an effort to notify parents of disciplinary due process when warranted.

Statement of Rules

I. Administrative Action

II.

A. Probation

1. Probation is the conditional suspension of a penalty for a set period of time and may include conditional attendance during a trial period. Probation may be imposed by the principal or designee for infractions of school rules which do not warrant the necessity of removal from school. The following procedures shall be followed.

The principal, or other person in charge of the attendance center, shall conduct an informal investigation of the allegations against the student prior to imposition of probationary status. The investigation will include, but not be limited to, written or oral notice to the student of the allegations against the student and an opportunity to respond. Probationary status will not be imposed for a period longer than ten (10) school days.

Should the student breach the conditions imposed for probation, the student may be removed from academic or extracurricular privileges or have more severe penalties, such as suspension, imposed. An investigation similar to that of the informal investigation above shall be made to determine whether the condition imposed has been breached.

Written notice and reasons for the probation shall be sent to the student's parents or legal guardians.

B. In-School Suspension

1. In-school suspension is the temporary isolation of a student from one or more classes while under proper administrative supervision. In-school suspensions may be imposed by the principal or designee for infractions of school rules which are serious but which do not warrant the necessity of removal from school.
2. The principal or designee shall conduct an investigation of the allegations against the student prior to imposition of an in-school suspension. The investigation will include, but not be limited to, written or oral notice to the student of allegations against the student and an opportunity to respond. In-school suspension shall not be imposed for a period longer than ten (10) school days. Written notice and reasons for the in-school suspension shall be sent to the student's parents or legal guardian.
3. Under no circumstances may more than one administrative suspension be imposed upon a student for the same set of facts.
4. Parents or legal guardians must direct the first appeal to the administrator issuing the suspension.

C. Out-of-School Suspension

1. Out-of-school suspension is the removal of a student from the school environment for periods of short duration. Out-of-school suspension is to be used when other available school resources are unable to constructively remedy student misconduct.
2. A student may be suspended for up to ten (10) school days by a principal or designee for violation of school rules or repeated infractions of school rules, regulations, policy or the law, or when the presence of the student will cause substantial interference with the maintenance of the educational environment or the normal operation of the school. The principal or designee may suspend the student after conducting an investigation of the allegations against the student, giving the student oral or written notice of allegations against the student and the opportunity to respond. Due

process procedures will be followed prior to the suspension of the student.

At the principal's or designee's discretion, the student may be allowed to confront witnesses against the student or present witnesses on behalf of the student.

3. Nothing should prevent the immediate suspension of a student when the student's continued presence on the school grounds would endanger the student's safety or well-being, the safety or well-being of other members of the school community, or substantially interfere with the proper functioning of the school. In the instance of an immediate suspension, a hearing will be held within three (3) days to determine future action. Such a hearing will be organized by the principal or designee and will be conducted following intent of the process defined above. In the event the suspension occurred prior to the hearing, the person responsible shall document the basis of the necessity for such action.
4. Notice of the out-of-school suspension shall be mailed to the student's parents or legal guardians no later than the end of the school day following the suspension. A notice may be sent to the superintendent and President of the Board. A reasonable effort shall be made to personally notify the student's parents or legal guardians, and the person making or attempting to make the contact shall document such effort.
5. Under no circumstances may more than one administrative suspension be imposed upon a student for the same set of facts.
6. Parents or legal guardians must direct the first appeals to the administrator issuing the suspension.

Written notice to the parents or legal guardians shall include the circumstances which led to the suspension of the student.

D. Administrative Suspension from School for an Indefinite Time

Administrative suspension from school for an indefinite time occurs when the length of the student's disciplinary suspension cannot be determined at the time of the incident depending on the severity of the incident, extenuating circumstances involving the student's well being or that of other students or staff, or the administration's access to all of the facts having bearing on the determination of the discipline.

When the principal or other person in charge of the attendance center deems it necessary, a suspension from school may be made for an indefinite period of time, not to exceed ten (10) school days, with reinstatement conditioned upon a joint conference between school authorities and parents or legal guardians and/or upon the provision of evidence of counseling or intervention. In such instances, the principal or designee shall, prior to the suspension, make known to the student the allegations against him/her and allow the opportunity for the student to respond. The principal will notify the parents or legal guardians no later than the end of the school day following the day that the indefinite suspension was imposed. A reasonable effort shall also be made to notify the student's parents by telephone or personal contact, and the person making or attempting to make the contact shall document such effort.

Parents or legal guardians of students so suspended may make an appointment to meet with school administrators at the earliest possible time. At the conclusion of such conference, the school administration shall determine when the student will be reinstated and under what conditions. A student may be reinstated within ten (10) school days.

E. Suspensions and Special Education Students

1. Students who have been identified as special education students may be referred for a review of the student's Individual Education Program (IEP). A manifestation determination of the behavior will be completed by the IEP team. At that team meeting the IEP may be revised to include a continuum of intervention strategies and programming to change the behavior.
2. Students who have not been identified as special education students may be referred for evaluation after the student's suspension to determine whether the student has a disability and is in need of special education.

Law Enforcement may be notified depending on the severity or danger of the situation including the threat to physical safety of others or the student and in cases where the student's behavior cannot be physically controlled by administration.



STUDENT PERSONNEL

Policy Title EXPULSION Code 502.2

Only the Board may expel a student from the school environment. The removal of a student from the school environment, which includes but is not limited to classes and activities, not exceeding one year plus end of the current school term, is an expulsion from school.

Students may be expelled for violations of Board policy. It shall be within the discretion of the Board to discipline a student by using an expulsion for a single offense or for a series of offenses depending on the nature of the offense and the circumstances surrounding the offense.

It shall be within the discretion of the superintendent to recommend to the Board the expulsion of a student for disciplinary purposes. Only the Board may take action to expel a student. Condition of readmission of the student shall be designated by the Board at the time of the expulsion decision. The principal shall keep records of expulsions in addition to the Board's records.

When a student is recommended for expulsion by the Board, the student shall be provided with:

1. Notice of the reasons for the proposed expulsion;
2. The names of the witnesses and an oral or written report on the facts to which each witness testifies, unless the witnesses are students whose names may be released at the discretion of the superintendent;
3. An opportunity to present a defense against the charges and provide either oral testimony or written affidavits of witnesses on the student's behalf;
4. The right to be represented by counsel; and,
5. The decision of the Board in writing.

In addition to these procedures, a special education student must be provided with additional procedures prior to an expulsion hearing. A determination should be made whether the student's behavior is caused by the student's disability or whether the conduct is the result of inappropriate placement. Discussions and conclusions of this meeting should be recorded.

If the special education student's conduct is not caused by the disability, the student may be expelled or suspended for a long-term period following written notice to the parent or legal guardian and pursuant to the school district's expulsion hearing procedures. If the misconduct is caused by the disability and a change in placement is recommended, the change must be made pursuant to the placement procedures used by the school district.

Adopted 6/15/70 Reviewed 3/90; 9/09; 5/11; 3/12; 10/14; 1/12/15 Revised 8/02; 10/06; 7/15/13
Related Policy: (Code Number) 502.1
Legal Reference: (Code of Iowa) §§ 21.5; 282.3, .4, .5; (2013); 281 I.A.C. 12.3(8)



ADMINISTRATIVE REGULATIONS
REGARDING STUDENT EXPULSION PROCEDURES

The constitutional rights of individuals assure the protection of due process of law; therefore, this system of constitutionally and legally sound procedures is developed with regard to the administration of discipline in the Linn-Mar Community Schools. This document is not intended to outline specific rules regarding misconduct for which a student could be expelled, but instead to provide the framework for a fair and orderly method of handling all problems of misconduct.

I. Board Action

- A. The Board may, by a majority vote, expel any student from school for a violation of the rules and regulations approved by the Board or when the presence of the student is detrimental to the best interests of the school.
- B. Upon the recommendation of the superintendent or his/her designee, the Board may expel a student for violation of school rules or repeated infractions of school rules, or when the presence of the student will cause substantial interference with the maintenance of the educational environment or the normal operation of the school.
- C. The superintendent, the student or his/her representative may request a hearing before the Board. This hearing may be in closed session at the request of the student and/or his/her parents or legal guardians.

II. Hearing Procedure

- A. A written statement of the alleged misconduct given as grounds for the proposed Board expulsion will be given to the student's parents or legal guardians at least five (5) calendar days before the hearing. Such statement will include the names of those school officials and teachers having knowledge of the proposed reasons for Board expulsion. The written statement will be accompanied by a copy of the Board policy and rules pertaining to procedures for Board expulsion of students.
- B. A written notice will be sent by certified mail to the student's parents/legal guardians at least three (3) days before the hearing. This notice shall contain the date, time and place of the hearing. This provision may be waived by written agreement of the parties.
- C. If the parents/legal guardians of a student cannot be notified, or cannot be present at the hearing because of extenuating circumstances and request a postponement, the Board may postpone the hearing until the parents or legal guardians are notified and available to be present. Such requests for postponement should be made at least forty-eight (48) hours prior to the scheduled hearing time.
- D. If the student, his/her parents or legal guardians, or representative do not request postponement for cause, and are not present at the time and place scheduled in the hearing notice, the hearing shall proceed without them. In such an event, the record will show a factual determination by the Board that sufficient and proper notice was given the parties and no postponement was requested.
- E. Permission will be granted for the appearance of counsel or other representation.

- F. The opportunity will be granted prior to the hearing for the student or his/her representative to examine copies of documents to be used as evidence. Permission will be granted for the student or his/her representative to discuss the matter with administrators, teachers, and other witnesses.
- G. The superintendent or his/her designee shall present evidence in behalf of his/her recommendation. An attorney hired by the Board may not at the same time present evidence and advise the Board.
- H. Witnesses at the hearing, or persons whose testimony has been submitted in written form, if available, shall be subject to cross-examination by any party as is necessary for a full and true disclosure of the facts.
- I. The opportunity will be granted for the student or his/her counsel to present the student's version or refutation of the allegations through documents and witnesses. If the student refuses to testify, he/she shall not be punished for refusal to testify, nor shall such refusal in any way be construed as an admission of guilt.
- J. The Board's decision will be based solely upon evidence introduced at the hearing.
- K. Within ten (10) calendar days of the hearing, the Board will mail or have delivered to the student and his/her parents/legal guardians a written statement of the Board's decision and the factual basis for it.
- L. A verbatim record of the hearing shall be made by mechanized means or shorthand reporter. Such record shall be kept by the district for a minimum of one year and shall be made available to the student or his/her parents/legal guardians upon request and at a reasonable cost.
- M. Nothing contained in paragraph A through L shall prevent the immediate Board expulsion of a student when the student's continued presence on the school grounds would endanger his/her safety or well-being, the safety or well-being of other members of the school community or substantially interfere with the proper functioning of the school. In the instance of an immediate Board expulsion, a hearing will be held within ten (10) days to determine future action. Such a hearing will be conducted in the spirit of due process envisioned in paragraphs A through L.

III. Conditions for Readmission

- A. The Board may consider and, by majority vote of those present, grant readmission to a student suspended by Board action at any time and upon any condition it may determine or may designate the authority for readmission to an administrator at the time of the expulsion decision.

IV. A decision adverse to the student may be appealed under Chapter 290, Code of Iowa.

Students, parents/legal guardians, and faculty will be regularly informed of school rules regarding student behavior and discipline.

Adopted 6/12/80 Reviewed 3/90; 10/06; 9/09; 5/11; 3/12; 10/14; 1/12/15 Revised 8/02; 7/13

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) 282.4, 282.5, 279.8



STUDENT PERSONNEL

PROHIBITION OF

Policy Title TOBACCO/NICOTINE, ALCOHOL, DRUGS Code 502.3

The Board prohibits the distribution, dispensing, manufacturing, possession, use, or being under the influence of alcohol, tobacco/nicotine, other controlled substances, or “look alike” substances that appear to be tobacco/nicotine, alcohol, or controlled substances by students while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds.

The Board believes such illegal, unauthorized or contraband materials generally cause material and substantial disruption to the school environment ~~or~~ and present a threat to the health and safety of students, employees, or visitors.

Violation of this policy by students will result in disciplinary action including suspension or expulsion. Use, purchase, or being in possession of cigarettes, tobacco/nicotine, or tobacco products for those under the age of eighteen, may be reported to the local law enforcement authorities. Possession, use, or being under the influence of alcohol and/or of a controlled substance or drug not prescribed to the user or distributor may also be reported to the local law authorities.

Students who violate the terms of this policy may be required to satisfactorily complete a substance abuse assistance or rehabilitation program. If such student fails to satisfactorily complete such a program, the student may be subject to discipline including suspension or expulsion.

It shall be the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations regarding this policy.

Adopted 6/15/70 Reviewed 3/90; 9/09; 3/12; 10/14 Revised 8/02; 10/06; 5/11; 7/13; 1/12/15
Related Policy: (Code Number) 502.1, 502.2
Legal Reference: (Code of Iowa) §§123.46; 124; 279.8, .9; 453A; (2013)
281 IAC 12.3(9); .5(3)(e), .5(4)(e), .5(5)(e), .5(21)



ADMINISTRATIVE REGULATIONS REGARDING ENFORCEMENT OF PROHIBITION OF TOBACCO/NICOTINE, ALCOHOL, DRUGS

Administrative regulations enforcing Policy 502.3, Prohibition of Tobacco/Nicotine, Alcohol, Drugs include three components: prevention, intervention, and discipline.

Prevention

- Age-appropriate, developmentally-based drug and alcohol curriculum for students in grades kindergarten through twelve, which address the legal, social, and health consequences of tobacco/nicotine, drug and alcohol use and which provide information about effective techniques for resisting peer pressure to use tobacco/nicotine, drugs or alcohol;
- A statement to students that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful;
- Standards of conduct for students that clearly prohibit, at a minimum, the unlawful possession, use, being under the influence of or distribution of illicit drugs and alcohol by students on school premises or as part of any of its activities.

Intervention

- Information about drug and alcohol counseling and rehabilitation and re-entry programs available to students;
- An expectation that students may be required to successfully complete an appropriate rehabilitation program if involved in substance abuse behaviors;

Discipline

- A clear statement that disciplinary sanctions, up to and including suspension or expulsion and referral for prosecution, that will be imposed on students who violate the policy;
- A requirement that parents and students be given a copy of the standards of conduct and the statement of disciplinary sanctions required; and
- Notification to parents and students that compliance with the standards of conduct is mandatory.

The Board believes it must do everything within its jurisdiction to ensure the safety and well-being of students. Therefore, the administration of the district will work cooperatively with law enforcement officials, including the Police Department and the Police Department Canine Unit, within the utmost authority of the law, to prohibit the use of tobacco/nicotine, alcohol, and drugs. The Canine Unit may include searches of automobiles, searches of lockers, classroom searches, and/or building.



STUDENT PERSONNEL

Policy Title SEARCH AND SEIZURE Code 502.4

School district property is held in public trust by the Board. School district authorities may, without a search warrant, search a student, student lockers, personal effects, desks, work areas or student vehicles based on a reasonable suspicion that a board policy, school rule or law has been broken. The search shall be in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the school district facilities. The furnishing of a locker, desk or other facility or space owned by the school and provided as a courtesy to a student, even if the student provides the lock for it, will not create a protected student area and will not give rise to an expectation of privacy with respect to the locker, desk, or other facility.

School authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, nonprescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco, weapons, explosives, poisons and stolen property. Such items are not to be possessed by a student while they are on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district. Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement authorities. The Board believes that such illegal, unauthorized or contraband materials cause material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees, or visitors on the school district premises or property within the jurisdiction of the school district and is prohibited.

It shall be the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations regarding this policy.

Adopted 7/10/80 Reviewed 8/02; 5/11; 3/12; 7/13; 10/14; 1/12/15 Revised 9/98; 10/06; 9/14/09

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) U.S. Const. amend. IV; New Jersey v. T.L.O., 469 U.S. 325 (1985); Cason v. Cook, 810 F.2d 188 (8th Cir. 1987), cert. den., 482 U.S. 930 (1987); Iowa Code ch. 808A (2013); 281 I.A.C. 12.3(6)



ADMINISTRATIVE REGULATIONS REGARDING SEARCH AND SEIZURE

I. Searches, in general.

- A. Reasonable and Articulate Suspicion: A search of a student will be justified when there are reasonable grounds for the suspicion that the search will turn up evidence that the student has violated or is violating Board policy or the law.

Reasonable suspicion may be formed by considering factors such as the following:

- (1) eyewitness observations by employees;
- (2) information received from reliable sources;
- (3) suspicious behavior by the student; or,
- (4) the student's past history and school record although this factor alone is not sufficient to provide the basis for a reasonable suspicion.

- B. Reasonable Scope: A search will be permissible in its scope or intrusiveness when the measures adopted are reasonably related to the objectives of the search. Reasonableness of scope or intrusiveness may be determined based on factors such as the following:

- (1) the age of the student;
- (2) the gender of the student;
- (3) the nature of the infraction; and
- (4) the urgency requiring the immediate search without delay.

II. Types of Searches

A. Personal Searches

- (1) A student's person and/or personal effects (e.g., purse, backpack, etc.) may be searched when a school official has reasonable suspicion to believe the student is in possession of illegal or contraband items or has violated board policies or the law.
- (2) Personally intrusive searches will require more compelling circumstances to be considered reasonable.
 - (a) Pat-Down Search: If a pat-down search or a search of a student's garments (such as jackets, socks, pockets, etc.) is conducted, it will be conducted in private by a school official of the same gender as the student and with another adult witness of the same gender, when feasible, present for the search.

- (b) A more intrusive search, short of a strip search, of the student's person or personal effects is permissible in emergency situations when the health or safety of students, employees, or visitors are threatened. Such a search may only be conducted in private by a school official of the same gender as the student, with an adult of the same gender present, unless the health or safety of students will be endangered by the delay which may be caused by following these procedures.

B. Locker and Desk Inspections

Although school lockers and desks are temporarily assigned to individual students, they remain the property of the school district at all times. The school district has a reasonable and valid interest in insuring the lockers and desks are properly maintained. For this reason, lockers and desks are subject to unannounced inspections and students have no legitimate expectations or privacy in the locker or desk. Periodic inspections of all or a random selection of lockers or desks may be conducted by school officials in the presence of the student or another individual. Any contraband discovered during such searches will be confiscated by school officials and may be turned over to law enforcement officials.

The contents of a student's locker or desk (coat, backpack, purse, etc.) may be searched when a school official has reasonable and articulable suspicion that the contents contains illegal or contraband items or evidence of a violation of law or school policy or rule. Such searches should be conducted in the presence of another adult witness when feasible.

C. Automobile Searches

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of the student parking lots. The interior of a student's automobile on the school premises may be searched, if the school official has reasonable suspicion to believe that illegal, unauthorized or contraband items are contained inside.



SEARCH AND SEIZURE CHECKLIST

I. What factors caused you to have a reasonable suspicion that the search of this student or the student's effects, locker or automobile would turn up evidence that the student has violated or is violating the law, board policy or school rules?

A. Eyewitness account.

1. By whom: _____
2. Date/Time: _____
3. Place: _____
4. What was seen: _____

B. Information from a reliable source.

1. From whom: _____
2. Time received: _____
3. How information was received: _____
4. Who received the information: _____
5. Describe information: _____

C. Suspicious behavior. Explain.

D. Student's past history. Explain.

E. Time of search: _____

F. Location of search: _____

G. Student told purpose of search: _____

H. Consent of student requested: _____

I. Parent Contact (date, time, mode): _____

SEARCH AND SEIZURE CHECKLIST

- II. Was the search you conducted reasonable in terms of scope and intrusiveness?
- A. What were you searching for: _____
 - B. Gender of the student: _____
 - C. Age of the student: _____
 - D. Exigency of the situation: _____
 - E. What type of search was being conducted: _____

 - F. Who conducted the search: _____
Title: _____ Gender: _____
 - G. Witness(s): _____

- III. Explanation of Search.
- A. Describe the time and location of the search: _____

 - B. Describe exactly what was searched: _____

 - C. What did the search yield? _____
 - D. What was seized? _____
 - E. Were any materials turned over to law enforcement authorities? _____

 - F. Were parents notified of the search including the reason for it and the scope? _____



STUDENT PERSONNEL

Policy Title CO- AND EXTRA-CURRICULAR CONDUCT POLICY

Code 502.5

Participation in school activities is a privilege. School activities provide the benefits of promoting additional interests and abilities in the students during their school years and for their lifetime.

Students who participate in co- and extra-curricular activities serve as ambassadors of the school district throughout the calendar year, whether away from school or at school. Students who wish to have the privilege of participating in co- and extra-curricular activities must conduct themselves in accordance with Board policy.

Students who fail to abide by this policy and the administrative regulations supporting it may be subject to disciplinary measures. The principal shall keep records of violations of the co- and extra-curricular conduct policy.

It shall be the responsibility of the superintendent, in conjunction with principals, to develop rules and regulations for school activities. Students wanting to participate in school activities must meet the requirements set out by the school district for participation in the activity.

Adopted 3/1/84 Reviewed 9/09; 5/11; 3/12; 10/14; 1/12/15 Revised 8/02; 11/06; 7/15/13

Related Policy: (Code Number) 502.1; 502.5-R1, 502.5-R2, 502.5-R3, 504.9

Legal Reference: (Code of Iowa) §§280.13, .13A (2013); 281 IAC 12.3(8); 36.15(1)



ADMINISTRATIVE REGULATIONS REGARDING CO- AND EXTRA-CURRICULAR CONDUCT FOR STUDENTS

Co- and extra-curricular activities in the context of this policy include all school-sponsored activities other than the regular classroom and laboratory experiences. All approved school activities, clubs, organizations, athletic programs, and intramural competitions are considered co- or extra-curricular activities.

Participation in co- and extra-curricular activities is considered a privilege by the Linn-Mar Community Schools. Proper student conduct in these activities, whether on school grounds or away from school, is expected and must coincide with the rules of the school.

Violations of school rules can result in a student being suspended from the activity, removed from the activity permanently, and/or referred to law enforcement agencies.

The director of the co- or extra-curricular activity will establish and make known rules of conduct and regulations for the students participating in the activity. Those rules of conduct shall be approved by the building principal or designee. Said rules shall be in writing and given to each student in the particular activity prior to their membership or involvement with the activity. Additional rules of conduct may be established and made known during the school year. The director of co- or extra-curricular activity may declare a student ineligible whose conduct is contrary to and in violation of the established rules and regulations.

A student may contest the declaration of the ineligibility by the director or school administration to the building principal. Appeal must be submitted in writing and within 48 hours of the declaration.

An adverse decision of the building principal may be appealed to the Superintendent of Schools. This appeal shall be within seven (7) days of receipt of the principal's decision.

In the event of an adverse decision by the principal and superintendent, the eligibility may be appealed to the Board of Education. This appeal shall be within seven (7) days of receipt of the decision from the superintendent.

Good Conduct Rule for Transfer Students

Any student declared ineligible under the prior school district's good conduct rule, and then without having completed the full period of ineligibility at that school transfers to Linn-Mar, will not be eligible for participation in co- and extra-curricular activities at Linn-Mar, until the full period of ineligibility has been completed. Once that period of ineligibility has been completed the student is then immediately eligible for participation in co- and extra-curricular activities at Linn-Mar as far as any good conduct rule is concerned.



ADMINISTRATIVE REGULATIONS REGARDING CO- AND EXTRA-CURRICULAR CONDUCT POLICY

Philosophy

We believe the Linn-Mar Co- and Extra-curricular Program is an extension of a balanced educational program that allows students the opportunity to apply knowledge and skills learned in school to real life situations. It is through this interaction and systematic guidance of students in their every day environments that we can provide first-hand experiences, test their skills, provide successes and offer an effective means to prepare students for a total growth. Co- and extra-curricular activities all contribute to the total growth of a young person, provided these activities are conducted from a balanced educational perspective. The educational challenge is to provide a student the opportunity to learn how to learn.

Co- and extra-curricular activities serve many purposes. The benefits of a well-directed co- and extra-curricular program are very far reaching. Each activity should strive to achieve the following goals:

1. Develop school spirit
2. Provide service to the school
3. Help students develop a feeling of competency
4. Provide opportunities to develop social skills
5. Provide opportunities for social mobility
6. Provide for informal interaction between faculty members, students and parents
7. Provide training in citizenship and foster leadership
8. Provide opportunities for self-expression
9. Help students develop worthwhile activities for their leisure time
10. Provide opportunities for recreation
11. Provide information on vocations/careers and other topics of interest
12. Promote healthy and productive lifestyles

Co- and Extra-curricular Conduct Policy

Linn-Mar co- and extra-curricular programs are completely voluntary programs. No student is obligated to take part in co- or extra-curricular school activities. Participation is not required for advancement or graduation. Furthermore, school boards have the authority to adopt “good conduct” rules. (Board of Directors of the Independent School District of Waterloo vs. Green, 147 N. W. 2d 854, 1967.) The basis of good conduct rules may apply to co- and extra-curricular activities beyond athletics. (Bunger vs. Iowa High School Athletic Association, 197 N.W. 2d 555(Iowa 1972).)

Co- and extra-curricular participants in athletics, forensics, dramatics, or other interscholastic activities, play a somewhat different role at school. Leadership brings additional responsibility and more is expected of participants in order to be eligible for their particular activity.

According to Linn-Mar Board Policy 502.5, proper student conduct in these activities whether on school grounds, away from school during the school year, or in the summer is expected and must coincide with the rules of the school.

Parents/Legal Guardians: By signing the Co- and Extra-curricular Information Form, you are indicating you have read and understood the following:

1. I am aware of the inherent risks of potentially serious injury while participating in school co- and extra-curricular activities. In light of these potential risks, I give my child permission to participate.
2. I understand that certain co- and extra-curricular activities require, by state and local rule, that participants have a physical examination completed by an M.D., D.O., D.C. or approved nurse practitioner and on file with the school health services office prior to participation in a sport or activities.
3. I understand that there is no school insurance to provide protection to my child during any phase of his/her participation in co- and extra-curricular activities. All participants in co- and extra-curricular activities should have some type of health/accident coverage or purchase an alternate student insurance policy available through the Linn-Mar School.
4. I give permission for an authorized school official to obtain medical attention for my child in case of injury or illness.
5. I give consent for my child to engage in school approved co- and extra-curricular activities as a representative of the school.
6. I give consent for my child to accompany the school-approved co- and extra-curricular group on school-sponsored transportation to both in and out-of-town co- and extra-curricular activities. Transportation home, other than school-sponsored transportation, may only be approved by the sponsor or coach if the parent of the child is present.
7. I give consent for my child to travel to and from school-approved co- and extra-curricular activities by means other than a school vehicle when school transportation is unavailable or impractical. I also waive the responsibility of the school district when my child is being transported by other than a school vehicle and/or drivers other than school personnel to or from a school-sponsored activity.
8. I am aware that there are board policies and a board-approved student handbook that contains certain regulations for academic eligibility, attendance in school, behavior both in and out of school, and rules concerning the possession, distribution or use of alcohol, drugs and tobacco/nicotine. I understand that school administration may suspend or expel my child from co- or extra-curricular activity for failure to abide by these regulations. I also understand that each activity may have additional rules for participation.
9. I understand that some activities require fees, such as uniform and rental fees.
10. I understand that academic eligibility for co- and extra-curricular activities shall be determined according to the guidelines established in Board Policy 502.6. Students are advised that high school students must pass all courses during the preceding grading period in order to be eligible to participate in co- and extra-curricular activities.
11. I understand that parents/legal guardians/spectators should be role models at activities, whether home or away. They must realize inappropriate and unsportsmanlike behavior may result in removal from the activity.



ADMINISTRATIVE REGULATIONS REGARDING CO- AND EXTRA-CURRICULAR CONDUCT POLICY

Students who participate in co- and extra-curricular activities involving public performance are prohibited from possessing, using, transporting, controlling, or transmitting tobacco/nicotine, alcohol, or other drugs at any time (year round) during his/her middle school or high school career. The administration will suspend a student if it is determined, as reported by school personnel, that the violation did occur. The ruling includes any activities outside of school as well as at school or at school events (either home or away). Suspensions may also result from either legal documentation or by self-admittance. Investigation of possible infraction will involve parent notification. If a student is guilty of an infraction and is not currently involved in an activity, the suspension will become effective utilizing the activities they were involved in the previous year.

During Middle School or High School Career:

1st OFFENSE:

Tobacco/Nicotine,
Alcohol and Other
Drugs

Suspended from at least 20% of public performances, with carryover to next activity. Counseling required prior to reinstatement (suspended from at least 33% of performances if no progression in counseling). Must continue to practice.

2nd OFFENSE:

Tobacco/Nicotine,
Alcohol and Other
Drugs

Suspended from at least 50% of public performances with carryover to next activity. Counseling required prior to reinstatement. Must continue to practice.

3rd OFFENSE:

One-year suspension from co- and extra-curricular activities. Counseling required prior to reinstatement for all third offenses.

4th OFFENSE:

Permanent suspension from co- and extra-curricular activities. Counseling available for all fourth offenses.

Established School/Team/Group rules may also apply to violations.

In order for the suspension to be put into effect, it must be clearly determined that the violation did occur. It is clear that an admission from the student is not required prior to disciplining a student. (Schmahl vs. Glenwood Community School District, 2 D.P.I. App Dec. 26, 1979.)

COURT SYSTEM INVOLVEMENT: Students admitting to or found guilty of non-traffic misdemeanors or felonies not defined in these regulations may be subject to suspension from co- and extra-curricular activities as determined by the building principal and/or designee. The school district will cooperate with the courts or other recognized public agencies in carrying out consequences in co- and extra-curricular activities.

APPEAL PROCESS: As established by Board Policy 502.5 and 502.5-R1

DEFINITIONS:

Carry-Over -- In situations when there are not enough performances remaining in a season to complete a suspension, the suspension will be carried over to the next co- or extra-curricular activity in which the student takes part.

Counseling -- Directed by Linn-Mar Middle School or High School Counseling office or other non-school agencies that students are referred to or are approved by school counselors or Student Assistance Team. Any cost for use of non-school agencies **are is** to be borne by the student. Linn-Mar Counseling will include discussion of decision-making skills, tobacco/nicotine/alcohol/drug information, and peer and family relationships, **and with** parent(s)/legal guardian(s) invited to participate. A student may receive confidential assistance at any time during their middle school or high school career.

Possession/Use/Transportation/Control/Transmission --

Tobacco/Nicotine: Personal possession, use, transportation, control, or transmission.

Alcohol and Other Drugs: As defined by legal statute and/or court interpretation.

Possession, transportation, control, or transmission may be determined by prior knowledge or intent. Team rules may be more specific.

Public Performance Activity is a co- or extra-curricular activity where students are expected to perform in activities which the public may view. Examples are, but not limited to: athletic events, concerts, plays, debates, speech contests, **and** music contests, **and previews and exhibitions**. Activities begin with the first required meeting for any participant and end when equipment is checked in, set is struck, or the last required meeting occurs, etc. Athletic seasons are defined by state or local designated starting and ending dates. **Public performances are determined by the administration prior to the beginning of co- and extra- curricular activities.**



STUDENT PERSONNEL

HIGH SCHOOL ACADEMIC ELIGIBILITY

Policy Title FOR CO- AND EXTRA-CURRICULAR ACTIVITIES Code 502.6

Students must pass all courses during the preceding grading period in order to be eligible to participate in co- and extra-curricular activities. Students who do not pass all courses during the preceding grading period shall be ineligible for the next nine week grading period.

These co- and extra-curricular activities include, but are not limited to, interscholastic athletic contests, music concerts or other performances, speech, and other competitions, trips, or performances by Linn-Mar High School sponsored clubs, teams, and organizations.

Students who receive incomplete grades shall be ineligible until all course work is satisfactorily completed. These courses must be completed within 10 days after the conclusion of the previous grading period.

Students who qualify for credit recovery shall be ineligible for a minimum of thirty days pending the completion of all course work at a passing level. This work will be monitored by the academic assistance counselor with final approval by the principal.

Those students not academically eligible may be allowed to participate in practices at the discretion of the coach, director, or sponsor with the approval of the high school principal or designee. Academically ineligible students may not travel with or be part of the official party of co- or extra-curricular activity groups.

The principal or designee is responsible for checking the records of students in activities at the beginning of the activity and at the end of each grade reporting period the activity is in progress to determine eligibility and will notify the coach, director, or sponsor of ineligible students. All first time ninth graders (freshmen) will be considered academically eligible at the end of the eighth grade school year. The academic eligibility of incoming transfer high school students during the school year will be determined by the grades earned and reported by their previous school(s). Summer activities are considered an extension of the second semester.

The superintendent shall be responsible for the administrative regulations for academic eligibility.

Adopted 5/7/90 Reviewed 5/11; 4/12; 10/14; 1/12/15 Revised 8/02; 6/06; 9/09; 7/15/13

Related Policy: (Code Number) 502.5

Legal Reference: (Code of Iowa) _____



STUDENT PERSONNEL

Policy Title CORPORAL PUNISHMENT

Code 502.7

Corporal punishment may not be used to discipline students. However, reasonable physical force may be used upon a student with or without advance notice when the use of such force is deemed essential by a reasonable person for the following purposes:

- To quell a disturbance or prevent an act that threatens physical harm to any person.
- To obtain possession of a weapon or other dangerous object within a pupil's control.
- For the purposes of self-defense or defense of others as provided for in Iowa Code section 704.3.
- For the protection of property as provided for in Iowa Code section 704.4 or 704.5.
- To remove a disruptive pupil from class or any area of school premises or from school-sponsored activities off school premises.
- To protect a student from the self-infliction of harm.
- To protect the safety of others.

Reasonable physical force should be commensurate with the circumstances of the situation, and it should be moderate so as not to cause permanent physical harm to the student. The following factors should be considered in using reasonable physical force for the reasons stated in this policy:

1. The size and physical, mental, and psychological condition of the student;
2. The nature of the student's behavior or misconduct provoking the use of physical force;
3. The instrumentality used in applying the physical force;
4. The extent and nature of resulting injury to the student, if any;
5. The motivation of the school employee using physical force.

Upon request, the student's parents/legal guardians shall be given an explanation of the reasons for physical force.

Adopted 7/16/90 Reviewed 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 8/02; 11/06; 9/14/09

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) §§279.8, 280.21 (2013); 281 IAC 12.3(8); 103



STUDENT PERSONNEL

Policy Title WEAPONS Code 502.8

The Linn-Mar Community School District Board believes weapons, other dangerous objects, and look-a-likes in school district facilities cause material and substantial disruption to the school environment or present a threat to the health and safety of students, employees, and visitors on the school district premises or property within the jurisdiction of the school district.

School district facilities are not an appropriate place for weapons, dangerous objects and look-a-likes. Weapons, other dangerous objects, and look-a-likes shall be taken from students and others who bring them onto the school district property or onto property within the jurisdiction of the school district or from students who are within the control of the school district.

Parents/legal guardians of students found to possess a weapon, dangerous objects, or look-a-likes on school property shall be notified of the incident. Possession or confiscation of weapons, dangerous objects, or look-a-likes shall be reported to the law enforcement officials, and the student will be subject to disciplinary action including suspension or expulsion.

Students bringing a firearm to school shall be expelled for not less than twelve months. The superintendent shall have the authority to recommend this expulsion requirement be modified for a student on a case-by-case basis. For purposes of this portion of this policy, the term "firearm" includes any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive, incendiary, or poison gas.

Weapons under the control of law enforcement officials shall be exempt from this policy. The principal may allow authorized persons to display weapons, other dangerous objects, or look-a-likes for educational purposes. Such a display shall also be exempt from this policy.

It shall be the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations regarding this policy.

Adopted 12/5/94 Reviewed 9/09; 5/11; 7/13; 10/14; 1/12/15 Revised 8/19/02; 11/20/06

Related Policy: (Code Number) 502.1

Legal Reference: (Code of Iowa) §§ 279.8; 280.21B; 724 (2013); 281 IAC 12.3(6)



ADMINISTRATIVE REGULATIONS
REGARDING WEAPONS

For the purposes of Policy 502.8, Weapons, the following definitions are to be used by district officials and administrators in the administration of the policy:

1. **Weapons are defined as follows:**

In the Linn-Mar Community School District, weapons are defined as: any dangerous objects which cause material and substantial disruption to the school environment or present a threat or perceived threat to the health and safety of students, employees, and visitors on the school district premises or property within the jurisdiction of the school district. Although not an all inclusive list, the following are examples of weapons: knives, clubs, brass knuckles, look-alike weapons, and look-alike firearms.

2. Firearms are defined as:

(A) The term “firearms” means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device.

(B) The term “destructive device” means:

(a) any explosive, incendiary, or poison gas—

(1) bomb,

(2) grenade,

(3) rocket having a propellant charge of more than four ounces,

(4) missile having an explosive or incendiary charge of more than one-quarter ounce,

(5) mine, or

(6) device similar to any of the devices described in the preceding clauses;

(b) any type of weapon by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch diameter; and

(c) any combination of parts either designed or intended for use in converting any device into any destructive device described in subparagraph (a) or (b) and from which a destructive device may be readily assembled.

Adopted 12/5/94 Reviewed 9/98; 11/06; 9/09; 5/11; 7/13; 10/14 Revised 8/02; 1/12/15

Related Policy: (Code Numbers) 502.1; 502.8

Legal Reference: (Code of Iowa) 279.8; 724 (2013)



STUDENT PERSONNEL

Policy Title STUDENT APPEARANCE Code 502.9

The Board believes inappropriate student appearance causes material and substantial disruption to the school environment or presents a threat to the health or safety of students, employees and visitors.

Students are expected to adhere to standards of cleanliness and dress that are compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting.

The Board expects students to be clean and well-groomed and wear clothes in good repair and appropriate for the time, place and occasion. Clothing or other apparel promoting products illegal for use by minors and clothing displaying obscene material, profanity, or reference to prohibited conduct are disallowed. While the primary responsibility for appearance lies with the students and their parents/legal guardians, appearance disruptive to the education program will not be tolerated. When, in the judgment of a principal or designee, a student's appearance or mode of dress disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications.

It shall be the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations regarding this policy.

Adopted 9/21/98 Reviewed 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 11/20/06

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) § 279.8 (2013)



STUDENT PERSONNEL

Policy Title CARE OF SCHOOL PROPERTY/VANDALISM Code 502.10

Students shall treat school district property with care and respect. Students found to have destroyed or otherwise harmed school district property may be required to reimburse the school district. They may be subject to discipline under board policy or school district rules and regulations. They may also be referred to local law enforcement authorities.

Adopted 9/21/98 Reviewed 8/02; 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 11/20/06
Related Policy: (Code Number) _____
Legal Reference: (Code of Iowa) §§ 279.8; 282.4, .5; 613.16 (2013)



STUDENT PERSONNEL

Policy Title FREEDOM OF EXPRESSION

Code 502.11

Student expression, other than student expression in student-produced official school publications, made on the school district premises or under the jurisdiction of the school district or as part of a school-sponsored activity may be attributed to the school district; therefore, student expression must be responsible. Student expression must be appropriate to assure that the students learn and meet the goals of the school activity and that the potential audience is not exposed to material that may be harmful or inappropriate.

Students will be allowed to express their viewpoints and opinions as long as the expression is responsible. The expression shall not, in the judgment of the administration, encourage the breaking of laws, cause defamation of persons, be obscene or indecent, or cause a material and substantial disruption to the educational program. The administration, when making this judgment, shall consider whether the activity in which the expression was made is school-sponsored and whether review or prohibition of the student's speech furthers an educational purpose. Further, the expression must be done in a reasonable time, place, and manner that is not disruptive to the orderly and efficient operation of the school district.

Students who violate this policy may be subject to disciplinary measures. Employees shall be responsible for ensuring student expression is in keeping with this policy.

Adopted 9/21/98 Reviewed 8/02; 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 11/20/06

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) 279.8; 280.22 (2013)



STUDENT PERSONNEL

Policy Title STUDENT COMPLAINTS AND GRIEVANCES Code 502.12

Student complaints and grievances regarding board policy or administrative regulations and other matters should be addressed to the student's teacher or another licensed employee, other than the administration, for resolution of the complaint. It is the goal of the Board to resolve student complaints at the lowest organizational level.

If the complaint cannot be resolved by a licensed employee, the student may discuss the matter with the principal within 10 days of the employee's decision. If the matter cannot be resolved by the principal, the student may discuss it with the superintendent within 10 days after speaking with the principal.

If the matter is not satisfactorily resolved by the superintendent, the student may ask to have the matter placed on the board agenda of a regularly scheduled board meeting in compliance with board policy.

Adopted 9/21/98 Reviewed 11/06; 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised _____
Related Policy: (Code Number) _____
Legal Reference: (Code of Iowa) § 279.8 (2013)



STUDENT PERSONNEL

Policy Title STUDENT LOCKERS Code 502.13

Student lockers are the property of the school district. Students may use the lockers assigned to them by the school district for storing their school materials and personal belongings necessary for attendance at school. It shall be the responsibility of students to keep their assigned lockers clean and undamaged.

To ensure students are properly maintaining their assigned locker, the principal of the building or his/her designee may periodically inspect all or a random selection of lockers. Either students or another individual will be present during the inspection of lockers. Student lockers may also be searched, at any time and without advance notice, in compliance with board policy regulating search and seizure.

Adopted 9/21/98 Reviewed 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 8/02; 11/20/06
Related Policy: (Code Number) 502.4
Legal Reference: (Code of Iowa) §§ 279.8; 280.14; 808A (2013)



STUDENT ACTIVITIES

Policy Title STUDENT GOVERNMENT

Code 503.1

A student council provides for student activities, serves as a training experience for student leaders, promotes the common good, provides students opportunities for feedback in the management of the school, develops high ideals of personal conduct, acts as a clearinghouse for student activities, seeks to interest students in school district affairs, and helps solve problems that may arise. Members of the council are student representatives who have direct access to the administration.

The principal, in conjunction with the students and licensed employees, shall set forth the guidelines for student government participation, operations, and other elements of the government.

Adopted 6/15/70 Reviewed 3/90; 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 8/02; 5/01/06

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) § 279.8 (2013)



STUDENT ACTIVITIES

Policy Title STUDENT ORGANIZATIONS Code 503.2

District school student-initiated, non-curriculum-related groups and student curriculum-related groups, upon receiving permission from the principal, may use school facilities for group meetings during non-instructional time.

Non-instructional time shall mean any time before the first period of the day and after the last period of the day in which any student attends class. Meetings shall not interfere with the orderly conduct of the education program or other school district operations. It shall be within the discretion of the principal to determine whether the meetings will interfere with the orderly conduct of the education program or other school district operations. Activities relating to and part of the education program shall have priority over the activities of another organization.

Curriculum-Related Organizations

It shall also be the responsibility of the principal to determine whether a student group is curriculum-related. One or more of the following questions will be answered affirmatively if the group is curriculum-related:

- Is the subject matter of the group actually taught in a regularly offered class?
- Will the subject matter of the group soon be taught in a regularly offered class?
- Does the subject matter of the group concern the curriculum content as a whole?
- Is participation in the group required for a particular class?
- Does participation in the group result in academic credit?

District school curriculum-related student organizations may use the school district facilities for meetings and other purposes before and after the instructional school day. Employees shall be assigned to monitor approved meetings and may interact with or sponsor curriculum-related organizations.

STUDENT ACTIVITIES

Policy Title STUDENT ORGANIZATIONS

Code 503.2

Non-curriculum-Related Organizations

Student-initiated, non-curriculum-related organizations shall be provided access to meeting space and school district facilities.

Only students may attend and participate in meetings of non-curriculum-related groups. Such attendance shall be strictly voluntary and student-initiated. As a means of determining whether a student's attendance is voluntary, the principal may require parental consent for the student to attend the meetings.

Employees will be assigned to monitor approved meetings. Employees shall not participate in the meeting or assist in planning, criticize or encourage attendance. Only students may be involved in and attend the non-curriculum group's meetings.

It shall be the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations regarding this policy.



STUDENT ACTIVITIES

Policy Title STUDENT PUBLICATIONS Code 503.3

Students may produce official school publications as part of the curriculum under the supervision of a faculty advisor and the principal. Official school publications include material produced in journalism or writing classes or for the newspaper, yearbook, or electronic forms of communication including video and web media which are distributed to the student body and publicly available either free or for a fee.

Any expression made by students which may include, but is not limited to: written material, art, photos, graphic images, including student expression in official school publications, is not an expression of official school policy. The school district, the Board, and the employees or officials are not liable in any civil or criminal action for any student expression made or published by students unless the employees or officials have interfered with or altered the content of the student speech or expression. The liability, if any, is only to the extent of the interference or alteration of the speech or expression.

Official school publications are free from prior restraint by employees or officials except as provided by law. A faculty advisor shall supervise student writers to maintain professional standards of English and journalism and to comply with the law including, but not limited to, the restrictions against unlawful speech. The production of official school publications shall be guided by the law and by the ethical standards adopted by professional associations or societies of journalism.

Persons, other than students, who believe they have been aggrieved by student expression in a student-produced official school publication, shall follow the grievance procedure outlined in Board Policy 502.12. Students who believe their freedom of expression in a student-produced official school publication has been restricted shall follow the grievance procedure outlined in Board Policy 502.12.

The superintendent, in conjunction with principals, shall be responsible for developing a Student Publications' code. This code shall include, but not be limited to, reasonable rules including time, place, and manner of restrictions. The superintendent or designee shall also be responsible for distributing this policy and the Student Publications' code to the students and their parents.

Adopted 6/15/70 Reviewed 8/02; 5/11; 4/12; 7/13; 10/14 Revised 5/06; 9/09; 1/12/15
Related Policy: (Code Number) 502.12
Legal Reference: (Code of Iowa) § 280.22 (2013)



ADMINISTRATIVE REGULATIONS REGARDING STUDENT PUBLICATIONS

- A. Official school publications defined.
An “official school publication” is material produced by students in journalism or writing classes or for the newspaper, yearbook, or electronic forms of communication including video and web media which are distributed to students and publicly available either free or for a fee.
- B. Expression in an official school publication.
1. No student shall express, publish, or distribute in an official school publication material which is:
 - a) Obscene;
 - b) Libelous;
 - c) Slanderous; or
 - d) Encourages students to:
 1. commit unlawful acts;
 2. violate school rules;
 3. cause the material and substantial disruption of the orderly and efficient operation of the school or school activity;
 4. disrupt or interfere with the education program;
 5. interrupt the maintenance of a disciplined atmosphere; or
 6. infringe on the rights of others.
 2. The official school publication shall be produced under the supervision of a faculty advisor.
- C. Responsibilities of students.
1. Students writing or editing official school publications shall assign and edit the news, editorial and feature contents of the official school publications subject to the limitations of the district’s student publications code and the law.
 2. Students shall strive to achieve professional standards of accuracy, fairness, objectivity, and thoroughness in each and every aspect of official school publications.
 3. Students shall strive to achieve professional standards of grammar, usage, punctuation, and spelling for clarity and accuracy of official school publications.
- D. Responsibilities of faculty advisors.
Faculty advisors shall supervise student writers to maintain professional standards of English and journalism and to comply with the law including, but not limited to, the restrictions against unlawful speech.

- E. Liability.
Student expression in an official school publication shall not be deemed to be an expression of the school district. The school district, the Board, and the employees or officials are not liable in any civil or criminal action for any student expression made or published by students unless the employees or officials have interfered with or altered the content of the student expression. The liability, if any, is only to the extent of interference or alteration of the speech or expression.
- F. Appeal procedure.
1. Students who believe they have been unreasonably restricted in their exercise of expression in an official school publication shall seek review of the decision through the student grievance procedure, under Board Policy 502.12.
 2. Persons who believe they have been aggrieved by a student-produced official student publication shall file their complaint through the citizen grievance procedure, under Board Policy 502.12.
- G. Time, place and manner of restrictions on official school publications.
1. Official student publications may be distributed in a reasonable manner on or off school premises.
 2. Distribution in a reasonable manner shall not encourage students to:
 - a) commit unlawful acts;
 - b) violate school rules;
 - c) cause the material and substantial disruption of the orderly and efficient operation of the school district or school activity;
 - d) disrupt or interfere with the education program;
 - e) interrupt the maintenance of a disciplined atmosphere; or
 - f) infringe on the rights of others.



STUDENT ACTIVITIES

Policy Title STUDENT ACTIVITY PROGRAM Code 503.4

Participation in school activities is a privilege. Students may participate in interscholastic athletic, music, speech and other contests or events approved by the administration. Any such event must be directed or guided by licensed school personnel.

Students will have an opportunity to participate in a school activity unless the activity is not offered or the student cannot participate for disciplinary reasons. If the activity is an intramural or interscholastic athletic activity, students of the opposite sex will have a comparable opportunity for participation. Comparable opportunity does not guarantee boys and girls will be allowed to play on each other's teams when there are athletic activities available that will allow both boys and girls to reap the benefits of school activities.

Student activity events must be approved by the superintendent, unless they involve unusual travel and expense, in which case the Board will take action. A high school student who participates in school sponsored activities may participate in a non-school sponsored activity during the same season. Such outside participation will not conflict with the school sponsored activity.

It shall be the responsibility of the superintendent, in conjunction with principals, to develop administrative regulations for each school activity. These regulations shall include, but not be limited to, when physical examinations will be required, how and when parents will be informed about the risk of the activity, forms and procedures for a waiver of liability from the parent and student in certain activities, and proof of insurance on the student participating in certain activities. Students wanting to participate in school activities must meet the requirements set out by the school district for participation in the activity.

Hours, behavior and activities shall be reasonable and proper as determined by the administration. Anyone who will not recognize the authority and responsibility of the school personnel shall not be permitted to remain in attendance at school-sponsored activities.

Adopted 6/15/70 Reviewed 5/06; 9/09; 5/11; 4/12; 10/14; 1/12/15 Revised 8/02; 7/15/13
Related Policy: (Code Number) 502.5, 502.6
Legal Reference: (Code of Iowa) 216.9; 280.13-.19 (2013)



STUDENT ACTIVITIES

Policy Title RESERVED TIME FOR NON-SCHOOL STUDENT ACTIVITIES Code 503.5

In keeping with community culture and family-related opportunities, Sundays and Wednesday evenings shall be reserved for non-school sponsored student activities. On Wednesdays during the school year, no Linn-Mar sponsored activity shall detain students after 6:30 p.m. Any Linn-Mar activity scheduled on Sunday or after 6:30 p.m. on Wednesday during the school year must have advance written approval from the superintendent or designee.

Building principals shall annually notify students and parents/legal guardians regarding the provisions of this policy and confirm that students will be excused without penalty.

The Linn-Mar Community School District is not responsible for activities scheduled by organizations outside the district.

Adopted 1/18/88 Reviewed 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 5/01/06

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) §279.8 (2013)



STUDENT ACTIVITIES

Policy Title ATTENDANCE AT EVENTS OUTSIDE OF SCHOOL Code 503.6

Events in which students participate during school hours, or as representatives of the school at places outside of the school, must be sponsored and supervised by licensed school personnel. Rules of behavior shall be the same as for any in-school activity or event, regardless of location.

Adopted 6/15/70 Reviewed 5/06; 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 8/19/02

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) § 280.14



STUDENT ACTIVITIES

Policy Title INTRAMURAL ACTIVITIES Code 503.8

Intramural programs may be established in the schools of the district. All such activities shall be approved by the building principal and shall be under the direction of school personnel.

Adopted 6/15/70 Reviewed 5/06; 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 7/16/90

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) _____



STUDENT ACTIVITIES

Policy Title STUDENT TRAVEL

Code 503.10

Students in grades 9-12, who are involved in extra-curricular activities or educational groups which require that they attend out-of-town events, will be given a per diem amount not to exceed \$8.00 per meal or \$24.00 a day. The Activities Director or designee will set the amount based on what the group can afford to pay.

Adopted 8/19/02 Reviewed 4/12; 7/13; 10/14; 1/12/15 Revised 8/06; 9/09; 5/9/11
Related Policy: (Code Number) 503.10-R
Legal Reference: (Code of Iowa) _____



STUDENT ACTIVITIES

Policy Title CONTESTS AND HONOR RECOGNITIONS FOR STUDENTS

Code 503.12

The following policy of the Board of Directors shall govern student participation in local, state/regional, and national/international contests, other than events sanctioned by the Iowa High School associations.

1. Participation

Participation shall be limited to those contests, activities and honor recognitions that are educationally sound, worthy, and timely. It should be stimulating for the student and school, a desirable activity for both, and should supplement and not interfere with the regular program. Participation shall be voluntary. Every effort shall be made to include all eligible students in participating.

2. Notification of Intent of Participate

The Board recognized that contests, activities, and honor recognitions require that potential participants demonstrate interest in and qualifications for the special events through an application process that may include audition tapes, performance videos, student work, etc. Therefore, the school administrator must be consulted prior to submission of application materials to the event for feasibility and compliance with Board policy.

3. Approval

Any participation must be approved in advance as follows:

- a. local – building principal, 2 weeks
- b. state/regional – building principal and associate superintendent, 4 weeks
- c. national/international – superintendent and Board, 6 weeks

4. Transportation

Upon approval by designated administrator or Board appropriate school funds may be used to contribute to the costs of transportation where students represent the school in competition.

Adopted 6/15/70 Reviewed 9/09; 5/11; 4/12; 7/13; 10/14; 1/12/15 Revised 7/16/90; 6/6/05

Related Policy: (Code Number) _____

Legal Reference: (Code of Iowa) _____



Linn-Mar Community Schools

1/14/15
Date Received

Overnight Field Trip Request Form

Field trip requests must be submitted 3 weeks prior to the departure date. Send your completed form, with all required items included, to the Learning Resource Center, Office of Support Services for approval. The sponsor will be notified when the approval process is complete.

Sponsor: Dan Niemitalo Date of Request: 1/14/15

Purpose of the Trip: Compete in Wisconsin State FTC (robotics) Championship

Departure Date: Friday, Feb 6 2015 Return Date: Sat. Feb 7 2015

Destination: Milwaukee, WI, Univ. of WI - Milwaukee Student Union

Chaperones: Andy Marshall Julie Behr
Steve Brooks
Stacey Brooks

Please attach these required items:

- o Itinerary
- o Overnight Accommodations
- o List of Participants
- o Mode of Transportation
- o Criteria Checklist—pg 2 of this form

received
1-15-15

Code 603.3-R2



ADMINISTRATIVE REGULATIONS REGARDING
FIELD TRIPS AND EXCURSIONS

A written request for overnight trips must be submitted to the building principal not less than three (3) weeks prior to the proposed trip and prior to any travel arrangements being finalized. The request will include: objectives and purposes of the trip; the need, rationale, and justification for an overnight trip; detailed plans for student supervision on the trip; and a complete itinerary and budget of the trip. The school district will be responsible for obtaining a substitute teacher if one is needed. Following field trips and excursions, the teacher shall submit a written summary of the event.

Overnight trips involving high school students will require the prior approval of a high school administrator and the superintendent or designee.

Overnight trips for the middle and elementary school students will require the prior approval of the Board of Directors.

In authorizing field trips, the 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 deemed relevant by the superintendent, including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored field trips unless the event is sanctioned by the state athletic associations.

Field Trips Criteria:

The following checklist and application must be submitted for overnight trips along with the required documentation

Criteria		Description	Yes	No
Purpose	Required	The purpose of the field trip/work site visit is clearly defined and "... is a vital part of the curriculum or current activity." Reference: Board Policy 603.3	✓	
Pre-Planning	Required	There is evidence of pre-planning that will maximize the learning experiences of students on this field trip/work site visit. This should include a prior visit by the teachers in charge. This could include evidence that a conscious decision has been made as to whether this field trip/work site visit or excursion is an initial common experience or a culminating experience.	✓	
Follow-up	Required	There is evidence of planning for follow-up in order to maximize the learning experiences of students on this field trip/work site visit or excursion.	✓	
Assessment	Required	There is evidence that students will be required to demonstrate their understanding of the learning/s expected from this experience.	✓	
Funding	Required	A source of funding has been determined that meets Department of Education and District guidelines Reference: Board Policy 603.3	✓	
Common Experience	Recommended	This field trip/work site visit is a common experience that all students at this grade level or activity group should have.	✓	
Multi-disciplinary	Recommended	This field trip/work site visit, excursion addresses more than one curricular area and offers the opportunity for curriculum integration.	✓	
School Administrator Approval		<i>Mark Strickland</i>	Date	1/14/15
District Administrator Approval		<i>Rick A. Jensen</i>	Date	1/15/15
Board Approval			Date	

- Students who are eligible for a fee waiver will be covered through the use of contingency or discretionary funds as appropriate.

Adopted 2/1/99 Reviewed 9/08; 7/11; 9/12; 9/13 Revised 10/08; 1/11/10

Purpose of Field Trip

Linn-Mar Robotics Mission Statement:

Empowering students to become technology leaders through experiential learning and mentorship.

Our team's activities flow from our mission statement. This competition trip meets our goals in a variety of ways.

- Provide students with experiences that are similar in many ways to the business world; that includes communicating in a professional manner with people from other organizations, solving problems on a tight time table, using technical knowledge in a high pressure situation, looking for best practices within other organizations, marketing our team and our "product" to other organizations, and more.
- Practice leadership in a variety of settings within the competitions; that includes leading the scouting effort, leading the drive team, organization the pits, and more.
- Practice many of the relevant technical and non-technical skills we have been working on in LM Robotics, including troubleshooting, programming, problem solving, communication, and data management.
- Practice the judging interview process. Students practice speaking in a way that is confident, persuasive, energetic, and clear to a non-technical audience while being convincing to a technical audience. They practice answering questions on the spot, which will help them with job interview skills. The interview is also very much a sales process involving some of the same soft skills as real sales. Dark Matter students prepare at length for these interviews, and the improvement throughout the year is striking when they get multiple chances at interviews. With this year's competition structure, they could potentially get only one interview if they don't enter additional events.
- Learn best practices from other teams. Some of the teams that will be in attendance at this event are world class teams with really well organized, highly respected, and historically successful programs. Since we will not be able to compete at the Kansas City Regional this year, we value the opportunity to expose our students to some of these people.
- Get an additional chance to qualify for the North Super Regional Championship Tournament. This is the competition level above state and below World Championship. It is a very inspiring experience.

Pre-Planning and Follow-Up

Currently this is a **provisional request pending results of the Fox Valley Qualifier on Jan 17, 2015**. That event is less than three weeks before the Wisconsin State Championship, so we will not know if we qualify until after the request deadline.

If we qualify, we will identify the attendees for the Wisconsin state competition and each person's roles.

Assessment

The trip will be assessed in multiple ways. The competitive success of the team is one such measure; we hope to rank highly enough to be alliance captains, then advanced through elimination rounds and win the tournament.

After we return from the event, we will have a significant debriefing meeting with the team. Students in the various roles will discuss their findings, and we will create a list of resulting tasks to be done.

Our FIRST Tech Challenge robotics teams frequently evaluate their recent competitions to celebrate what went well and identify what they can be doing better. They self-assess, but they also take feedback seriously when they receive it from coaches, mentors, judges, or in the form of competition results. Because the teams have competitions after Jan 17th, they will quickly incorporate their feedback into future behaviors, including new robot designs, better speaking strategies, better team organization, and better programming techniques.

Funding – Travel

Travel expenses (approximately \$100 per students) are paid for by students' families. The trip is optional, and we will explore scholarship possibilities if students have a financial need and want to attend.

Projected expenses are as follows:

Hotel Rooms: \$75 x 6 rooms: (tentatively 7 rooms at Country Inn & Suites Milwaukee West)	\$750
Van rentals (4 vans):	\$480
Van gas:	\$320
Lunch Meal Saturday (groceries):	\$50
Approximate Total:	\$1600

With approximately 16 students attending, this puts the cost per student at approximately \$100 per student. Students will pay for the costs before the trip. Students will also be responsible for bringing money along for two supper meals (approximately \$20-30).

Funding – Other Expenses

The registration fees and parts/tools costs for this event are covered by the LM Robotics general budget.

Registration Fees: \$250 (estimated)

Additional robot parts: Approx. \$200-\$500

Both teams will probably install new mechanisms or spare parts as a result of wear and tear. Those parts are funded from the LM Robotics general budget, separately from travel expenses.

LM Robotics' general budget (HS clubs account 21.3209.1900.950.7426) is funded as follows:

- Donations from businesses and non-profit organizations
- Donations from families and mentors
- LM Booster Club support
- Fundraising through summer robotics and Lego camps
- Other fundraising, such as LED bulb sales

Common Experience

The competitions are the most exciting and energizing parts of our endeavors. These competitions motivate students to work very hard and achieve some impressive things. Often when students come back from their very first competition, they come back with a higher level of motivation and go on to become stronger contributors. Also, competitions give them some experiences that they don't get in the shop. For example, they work cooperatively with allies from other schools even as they compete with them (FIRST refers to this highly workplace-relevant dynamic as "coopertition"). They act as ambassadors to introduce spectators to FIRST and its goals and principles. They give their award presentations to judge panels. They work to solve tricky unexpected problems in the very short time available – often just minutes.

FIRST emphasizes an ethos of Gracious Professionalism at all meetings and events related to FIRST. Students and mentors are expected to behave professionally, but also to relate in a friendly and helpful way to everybody, including competitors. It is common to see one team helping another team at events, even if they know they will face each other in the next match. The goal is for everybody to compete at an increasingly high level. Gracious Professionalism is a standard of behavior that will serve students very well when they become technology leaders.

Multi-Disciplinary:

The students will use and be exposed to many different STEM skills on any robotics trip; those include mechanical design, programming, and electronics. Beyond the many STEM skills, they also put their communication, leadership, and interpersonal skills to the test. The scouting team organizes itself complete a marathon of data collection, and then they have to organize and disseminate that data using a combination of paper, face to face communication, excel, and android app use. The drive team has to assert itself tactfully to advocate for the best strategies for our team and for alliances, even when the alliance partners may sometimes start off with dearly held, yet suboptimal strategic plans. The pit crew must work safely yet quickly and effectively to keep the robot running even when they have only minutes to work. The software team has to keep their cool and maintain their creativity as they tackle vexing bugs that pop up at the least convenient times. Business oriented members of the team will focus partly on scouting other team's organizational and business practices with plans to share ideas with our team later on. ALL students will be required to frequently practice effective communication with people they don't know.

Linn-Mar Robotics – FTC Wisconsin State Championship
FIRST Tech Challenge (FTC) State Championship Event

Event Venue:

University of Wisconsin-Milwaukee
Student Union
2200 E Kenwood Blvd, Milwaukee, WI 53211

When:

Travel Friday mid-day/evening, 01/16/15
Event all day on Saturday, 01/17/15
Return on Saturday night

Transportation:

Travel in rental vans from Enterprise to be arranged through the transportation department

Lodging (tentative):

Country Inn & Suites By Carlson, Milwaukee West
1250 South Moorland Road, Brookfield, WI 53005
p: (262) 782-1400 f: (262) 782-1408
d: (262) 787-6145

Itinerary

<p>Friday, 02/06/15: 8:00 AM – Drop off overnight bags in room 143B 11:45 AM – Dismiss from class (miss blocks 3-4) 11:45 AM – Lunch at School 12:15 PM – Load vans and depart from LMHS 4:30 PM – Arrive at venue for inspections 7:00 PM – Supper near hotel 9:00 PM – Team meetings at hotel 10:30 PM – In rooms 11:00 PM – Lights Out</p>	<p>Saturday, 02/07/15: 6:30 AM Breakfast at hotel 7:00 AM Depart from hotel 7:30 AM Team registration at event 8:00 AM Inspections / Interviews Begin 8:00 AM Robot maintenance/testing 8:00 AM Networking with other teams 10:30 AM Qualifier Rounds Begin 12:30 PM Lunch 1:15 PM Resume Qualifier Rounds 3:00 PM Alliance Selections 3:30 PM Playoff Rounds 5:30 PM Awards Ceremony 6:30 PM Depart Event 7:00 PM Supper on the Road 11:30 PM Approx arrival back at LMHS</p>
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To: Linn-Mar Board of Education

From: Bob Anderson, June Schmidt, and Trent Buglewicz High School Vocal Music

Re: Overnight show choir trip to Omaha, Nebraska

Date: January 30-31, 2015

On January 30-31, 2015, two of the High School show choirs, 10th Street Edition, and In Step, are planning a trip to the show choir competition at Omaha Westside High School in Omaha, Nebraska. Annually these show choirs attend for regional show choir competitions, and this event in Omaha is one of the four we are attending this year. This competition is a recognized regional competition with excellent adjudicators that will offer our students excellent input into the development of our shows for this year, as well as allow us to compete against some high level show choirs from Nebraska and Iowa. The expense of this trip is paid for through student fees. The fees collected will pay for our charter coach transportation with Cedar Valley Transportation of Cedar Rapids, and housing at Holiday Inn Express in West Omaha. Saturday breakfast is included with the cost of the trip. Other meal cost and incidentals of the trip are the responsibility of each participant. We will have adult chaperones traveling with us to aid with supervision of the students.

Please find attached a list of the student participants for this trip and a brief itinerary.

Thank you for your support.

Bob Anderson, June Schmidt, and Trent Buglewicz

Brief Itinerary for 10th Street Edition and In Step Trip to Omaha, Nebraska

Friday, January 30

3:30 p.m. – Load buses and depart for Omaha

4:00 p.m. – Depart for Omaha with a stop en-route for dinner

10:00 p.m. – Arrival at Holiday Inn Express – West Omaha, NE, 8736 West Dodge Rd.

Saturday, January 31

8:00 a.m. – Approximate departure time from hotel to Omaha Westside High School

8:30 a.m. – Arrival at Omaha Westside High School with competition involving the entire day there

11:00 p.m. – Depart Omaha Westside High School for Linn-Mar High School

Sunday, February 1

5:00 a.m. – Approximate arrival time at Linn-Mar High School

received
11/20/15 (80)



Code 603.3-R2

ADMINISTRATIVE REGULATIONS REGARDING FIELD TRIPS AND EXCURSIONS

A written request for overnight trips must be submitted to the building principal not less than three (3) weeks prior to the proposed trip and prior to any travel arrangements being finalized. The request will include: objectives and purposes of the trip; the need, rationale, and justification for an overnight trip; detailed plans for student supervision on the trip; and a complete itinerary and budget of the trip. The school district will be responsible for obtaining a substitute teacher if one is needed. Following field trips and excursions, the teacher shall submit a written summary of the event.

Overnight trips involving high school students will require the prior approval of a high school administrator and the superintendent or designee.

Overnight trips for the middle and elementary school students will require the prior approval of the Board of Directors.

In authorizing field trips, the 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 deemed relevant by the superintendent, including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored field trips unless the event is sanctioned by the state athletic associations.

Field Trips Criteria:

The following checklist and application must be submitted for overnight trips along with the required documentation

Criteria		Description	Yes	No
Purpose	Required	The purpose of the field trip/work site visit is clearly defined and "... is a vital part of the curriculum or current activity." Reference: Board Policy 603.3	✓	
Pre-Planning	Required	There is evidence of pre-planning that will maximize the learning experiences of students on this field trip/work site visit. This should include a prior visit by the teachers in charge. This could include evidence that a conscious decision has been made as to whether this field trip/work site visit or excursion is an initial common experience or a culminating experience.	✓	
Follow-up	Required	There is evidence of planning for follow-up in order to maximize the learning experiences of students on this field trip/work site visit or excursion.	✓	
Assessment	Required	There is evidence that students will be required to demonstrate their understanding of the learning/s expected from this experience.	✓	
Funding	Required	A source of funding has been determined that meets Department of Education and District guidelines Reference: Board Policy 603.3	✓	
Common Experience	Recommended	This field trip/work site visit is a common experience that all students at this grade level or activity group should have.		
Multi-disciplinary	Recommended	This field trip/work site visit, excursion addresses more than one curricular area and offers the opportunity for curriculum integration.		
School Administrator Approval		<i>Kim Buehler</i>		Date 1-19-15
District Administrator Approval		<i>Wendy A. ...</i>		Date 1-21-15
Board Approval				Date

- Students who are eligible for a fee waiver will be covered through the use of contingency or discretionary funds as appropriate.

Adopted 2/1/99 Reviewed 9/08; 7/11; 9/12; 9/13 Revised 10/08; 1/11/10



Architecture
Engineering
Planning
Interiors

**Linn-Mar High School
Gymnasium Bleachers Contract
Linn-Mar Community School District
Marion, Iowa**

Project Manual
DLR Group Project No. 11-13105-30

January 19, 2015

NOTICE: These documents are instruments of professional service, and information contained therein is incomplete unless used in conjunction with DLR Group's interpretations, decisions, observations and administrations. Use or reproduction of these documents in whole or in part without DLR Group's consent is in violation of common law, copyrights, statutory and other reserved rights, which preempts state and local public records act.



Project Schedule

Project	Linn-Mar High School - Gymnasium Bleacher Contract
Project No.	11-13105-21
Date	November 24 2014

SUMMARY

The current main gym of Linn-Mar High School hosts approximately 2,102 bleachers total between the north and south ends.

The District would like to replace the seating with an updated bleacher system with a similar quantity of seating to meet current regulatory requirements

1.0 CONSTRUCTION DOCUMENTS

1.1	Linn-Mar CSD Notice to Proceed		
1.2	Initial Meeting with LMHS Admin / Staff	December 2014	
1.3	Document Preparation	Dec 2014 / Jan 2015	
1.4	Christmas Holiday	December 25 / 26 2014	
1.5	New Years Day Holiday	January 1 / 2 2015	
1.6	Follow-up Meeting w/ LMHS Admin / Staff	January 2015	
1.7	Establish Bid Date and Public Hearing	January 12 2015	Reg Bd Mtg @ 7pm
1.8	DLR Group QA Review Meeting	wk of Jan 12 2015	

2.0 BIDDING

2.1	Contract Documents Issued for Bidding	January 19 2015	
2.2	Public Advertisement of Public Hearing	Jan 6 - Jan 21	<i>not less than 4 days nor more than 20 days prior</i>
2.3	Public Advertisement of Bid Opening	Dec 20 - Jan 29	<i>more than 4 days, not more than 45 days prior</i>
2.4	Public Hearing	January 26 2015	Reg Bd Mtg @ 7pm
2.5	Addendum CC-1	January 27 2015	
2.6	Bid Opening	February 3 2015	@ 2pm

3.0 CONSTRUCTION

3.1	Anticipated Approval of Constr Contracts	February 9 2015	Reg Bd Mtg @ 7pm
3.2	Anticipated Start of Construction	June 8 2015	
3.3	Substantial Completion	July 24 2015	
3.4	School Starts	August 17 2015	

Project Manual

**Linn-Mar High School
Gymnasium Bleacher Contract
Linn-Mar Community School District
Marion, Iowa**

DLR Project No. 11-13105-30

January 19, 2015

DLR Group inc., an Iowa corporation
Architecture Engineering Planning Interiors
6200 Aurora Avenue, Suite 210W, Des Moines, IA 50322-2863
tel 515/276-8097 fax 515/252-0514

SECTION 000101 - PROJECT CONTACTS PAGE

ARCHITECT

DLR Group, inc.(an Iowa corporation)
6200 Aurora Avenue, Suite 210W
Des Moines, IA 50322
515 276-8097
515 252-0514 (Fax)

Contact: Andy West, LEED AP

END OF SECTION 000101

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INTRODUCTORY INFORMATION AND DIVISIONS 00 AND 01 SPECIFICATIONS

INTRODUCTORY INFORMATION

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PROCUREMENT REQUIREMENTS

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Section 001113	Advertisement to Bid
Section 002113	Instructions to Bidders
Section 004113	Bid Form - Stipulated Sum (Single-Prime Contract)
Section 004325	Substitution Request Form (During Procurement)

CONTRACTING REQUIREMENTS

Section 007300	General and Supplementary Conditions of the Contract for Construction
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DIVISION 01 – GENERAL REQUIREMENTS

Section 011000	Summary
Section 012600	Contract Modification Procedures
Section 012900	Payment Procedures
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Section 01 3100	Project Management and Coordination
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Section 017300	Execution
Section 017700	Closeout Procedures
Section 01 7823	Operation and Maintenance Data
Section 017839	Project Record Documents

DIVISION 02 THROUGH 11 (NOT USED)

DIVISION 12 – FURNISHINGS

Section 126600 Telescoping Stands

DIVISION 13 THROUGH 33 (NOT USED)

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Drawings Attachments at the End of Project Manual

A1.1 Gymnasium Bleacher Layout

END OF SECTION 000110

NOTICE OF PUBLIC HEARING
ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST FOR
LINN-MAR HIGH SCHOOL
GYMNASIUM BLEACHER CONTRACT
LINN-MAR COMMUNITY SCHOOL DISTRICT
MARION, IOWA

Public notice is hereby given that the Board of Directors of the Linn-Mar Community School District, Marion, Iowa, will conduct a public hearing on the plans specifications, form of contract and estimated total cost of construction for the Combined Contract for the Linn-Mar High School Gymnasium Bleacher Contract project, at 7:00 P.M., local Iowa time on Monday, January 26, 2015 at the District Board Room, 2999 North 10th Street, Marion, Iowa. All interested individuals are invited to attend.

Plans, specifications, form of contract and the estimated total cost of construction are now on file in the Office of the Superintendent, Linn-Mar Community School District at Marion, Iowa, and may be inspected by any interested individuals.

This notice is given by order of the Board of Directors, Linn-Mar Community School District, Marion, Iowa.

Secretary of the Board of Directors
Linn-Mar Community School District
in the County of Linn, State of Iowa

DLR Group inc.
Architecture – Engineering – Planning - Interiors
6200 Aurora Avenue, Suite 210W
Des Moines, Iowa 50322
Phone: 515/276-8097
Fax: 515/252-0514

ADVERTISEMENT TO BID

NOTICE IS HEREBY GIVEN: Sealed bids will be received by the Board of Directors of the Linn-Mar Community School District at the District Offices, 2999 North Tenth Street, Marion, Iowa 52302, until 2:00 P.M. local Iowa time, according to the designated clock in the Reception Area, on Tuesday, February 3, 2015 for the Linn-Mar High School Gymnasium Bleacher Contract project. Bids will be publicly opened and read aloud after 2:00 P.M. in the District Board Room. All in accordance with the plans and specifications now on file at the District Administrative Offices.

The Linn-Mar High School Gymnasium Bleacher Contract project consists of providing telescoping stands for the existing main gymnasium space. The work includes all General and Electrical Work.

Work on the Project shall commence upon issuance of notice to proceed and in conjunction with the end of school activities and is currently scheduled for an anticipated Substantial Completion date of July 24, 2015.

Bids must be a lump sum basis for a single Combined Construction Contract as described in the specifications.

Bidding Documents may be examined after January 19, 2015, at the offices of DLR Group, Inc., the Architect-Engineer, 6200 Aurora Avenue, Suite 210W, Des Moines, Iowa 50322 on the Web at the Printers On-line Plan Room at www.actionrepro.com; and at the following exchanges:

Bid Clerk, 28 N. Clark Street, Suite 450, Chicago, IL 60602 (Electronic Set)
Construction Update Plan Room (Master Builders of Iowa), 645 32nd Ave. SW, Cedar Rapids, IA 52404
Construction Update Plan Room (Master Builders of Iowa), 221 Park St., Des Moines, IA 50303
Construction Update Plan Room (Master Builders of Iowa), 612 Mulberry St., Waterloo, IA 50703
Dubuque Builders Exchange, 801 Cedar Cross Road, Dubuque, IA 52003
ePLAN, 3806 Buttonwood Drive, Suite 106, Columbia, MO 65201 (Electronic Set)
Illowa Builders Exchange, 520 24th Street, Rock Island, IL 61201
McGraw Hill Construction Dodge, 4300 Beltway Place, Suite 180, Arlington, TX 76018 (Electronic Set)
Reed Construction Data, 30 Technology Pkwy S., Ste 500, Norcross, GA 30092 (Electronic Set)

Bidders may obtain Bidding Documents at the office of the Printer, Action Reprographics, 1423 High Street, Des Moines, Iowa 50309, by calling 515-288-2146 or through their On-line Plan Room from 8:00 AM until 5:00 PM, Monday through Friday, in accordance with the Instructions to Bidders. If shipping is required, there will be a non-refundable fee required for each set shipped. The cost shall be determined by Action Reprographics based on the size of the project. Checks for shipping shall be made out to Action Reprographics.

Members of Associated Builders and Contractors of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the ABC of Iowa.

Members of Master Builders of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the Master Builders of Iowa, Inc.

Members of the Omaha Builders Exchange may obtain Bidding Documents by use of the OBE Non-Cash Security Method for Return of Plans and Specs endorsed by the Omaha Builders Exchange.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accord with the Instructions to Bidders.

Minority and Targeted Small Business participation is encouraged. Bidders shall make a good faith documented effort to encourage the participation of Certified Iowa Targeted Small Business in accordance with the Code of Iowa.

By virtue of statutory authority, preference will be given to products and provisions grown and/or produced within the State of Iowa, and preference will be given to Iowa domestic labor as provided in the Code of Iowa.

The Owner reserves the right to reject any or all Bids and to waive informalities or irregularities in the bidding.

Secretary
Board of Directors
Linn-Mar Community School District
Marion, Iowa

END OF SECTION 011113

INSTRUCTIONS TO BIDDERS

To be considered, Bids must be made in accord with these Instructions to Bidders.

IB.01 DEFINITION: Bidding Documents include the Advertisement to Bid, Instructions to Bidders, Bid Form, other sample bidding and contract forms, and proposed Contract Documents including any Addenda issued prior to receipt of Bids.

IB.02 BIDDING DOCUMENTS

IB.02.1 COPIES: Copies of Bidding Documents may be obtained from the Printer, Action Reprographics, 1423 High Street, Des Moines, Iowa 50309, by calling 515-288-2146 or through their On-line Plan Room between the hours of 8:00 AM to 5:00 PM, Monday through Friday. If shipping is required, there will be a non-refundable fee required for each set shipped. The cost shall be determined by Action Reprographics based on the size of the project. Checks for shipping shall be made out to Action Reprographics.

Members of Associated Builders and Contractors of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the ABC of Iowa.

Members of Master Builders of Iowa may obtain Bidding Documents by use of the non-cash security method adopted by the Master Builders of Iowa, Inc.

Members of the Omaha Builders Exchange may obtain Bidding Documents by use of the OBE Non-Cash Security Method for Return of Plans and Specs endorsed by the Omaha Builders Exchange.

IB.02.2 QUESTIONS AND INTERPRETATIONS: Submit questions about Bidding Documents to the Architect-Engineer. Replies will be issued to Prime Bidders of record as Addenda to the Bidding Documents. The Architect-Engineer and the Owner will not be responsible for oral clarification. Questions received less than seventy-two (72) hours before the Bid opening cannot be answered.

IB.02.3 SUBSTITUTIONS: The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

- .1 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect by the end of the business day ten days prior to the Bid Opening. Such requests shall include the name of the project, the specification section and the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. Use the Pre-Bid Substitution Request Form included in the Procurement Requirements of the specifications.
- .2 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- .3 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

IB.03 CONDITIONS OF WORK

IB.03.1 EXAMINATION: Bidders shall carefully examine the Bidding Documents and construction site to obtain firsthand knowledge of existing conditions. The Contractors will not be given extra payments for conditions which can be determined by examining the site and Bidding Documents. The site for the Linn-Mar High School may be examined after checking in with Mr. Rick Ironside, Exec. Director - Support Services for Linn-Mar Community School District, at (319) 447-3006.

B.03.2 SALES AND USE TAX: The bidder shall not include State of Iowa and Local Option Sales and Use Tax in the bid. The General Contractor shall provide a list of subcontractors, sub-sub contractors and suppliers with their Federal Identification Number to the Owner. The Owner will issue exemption certificates to contractors, subcontractors, sub-sub contractors and suppliers in order to eliminate tax from the construction materials following award of contract. If material is purchased outside the state of Iowa and the other State requires that the contractors, subcontractors, sub-sub contractors and suppliers pay sales tax they are recommended to include this price in their Bid unless they are able to obtain a sales tax refund from said State.

IB.03.3 MINORITY PARTICIPATION AND TARGETED SMALL BUSINESS is encouraged. Bidders shall make a good faith documented effort to encourage the participation of Certified Iowa Targeted Small Business in accordance with Code of Iowa. Bidders may contact the Iowa Department of Economic Development, 200 East Grand Avenue, Des Moines, Iowa 50309, (515) 242-4813 for further information. Additional information and a list certified vendors can be found on the web at www.state.ia.us/government/dia/page5.HTML. Successful Bidders shall submit evidence of Targeted Small Business Contact and Participation prior to execution of a Contract.

IB.04 BIDDING PROCEDURE

IB.04.1 PREPARATION OF BIDS

- .1 Bids shall be submitted on unaltered Bid Forms furnished by the Architect-Engineer.
- .2 Each Bid shall include the legal name of the Bidder, and shall show whether the Bidder is a corporation, a partnership, or a sole proprietor, or any other legal entity. A Bid of a corporation shall give the State of incorporation, and shall have the seal affixed, and, if a foreign corporation, it shall state whether or not the corporation is licensed to do business in the State of Iowa as a foreign corporation. A Bid of a partnership shall give the names of all the partners. A Bid of a sole proprietor doing business under a trade name shall give the name of the sole proprietor and the trade name under which the individual is doing business.
- .3 Fill in all blank spaces for bid prices in ink or typewritten words, and submit one (1) copy. The Bidder must include all unit cost items and all Alternates if shown on the Bid Form. No segregated or qualified bids will be accepted.
- .4 Bids shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

IB.04.2 BID SECURITY

- .1 Cash or a certified check, cashier's check, money order, bank draft or certified share draft payable to Linn-Mar Community School District, in the amount of five percent (5%) of the amount of the Bid, or a Bid Bond executed by the Bidder in the amount of five percent (5%) of the amount of the Bid, shall be submitted with each Bid.
- .2 If, within ten (10) days after notice of acceptance of his Bid, the Bidder refuses to enter into a contract or fails to furnish bonds, as described in these Instructions to Bidders, for the faithful performance of the Contract and payment of obligations arising thereunder, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- .3 If a Bid Bond is submitted, it shall be issued by a surety company authorized by the State of Iowa to issue such bonds, shall be acceptable to the Owner, and shall be submitted on AIA Document A310, February 1970 or later edition; and the Attorney-In-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.
- .4 Bid Security of the three (3) lowest responsive, responsible Bidders will be retained until a contract is signed and required bonds and insurance are filed, the specified time has elapsed so that Bids may be withdrawn, or all Bids have been rejected.

IB.04.3 SUBMISSION OF BIDS

- .1 Bids, together with required enclosures, shall be submitted in opaque, sealed envelopes bearing on the outside the Bidder's name and address, the Project name, and the portion of the project or category of work for which the Bid is submitted.
- .2 Bid Security shall be enclosed in a separate, opaque envelope bearing on the outside the same information as required for the envelope containing the Bid and also bearing the notation "BID SECURITY."
- .3 Bids sent by mail shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face, and shall be addressed to the Owner as shown on the Bid Form.
- .4 Bids shall be deposited at the designated location prior to the time and date of receipt of Bids indicated in the Advertisement to Bid. Bids received after the time and date for receipt of Bids will be returned unopened.
- .5 The Bidder assumes all risk associated with compliance of the specified bid time and any discrepancies in the bid time or the time when any bid was received shall be decided exclusively by the Owner.

IB.04.4 MODIFICATION OR WITHDRAWAL OF BID

- .1 Bid may not be modified, withdrawn, or canceled by the Bidder until sixty (60) days after the time and date for receipt of Bids.
- .2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.
- .3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids.

IB.05 CONSIDERATION OF BIDS

IB.05.1 OPENING OF BIDS. Bids will be publicly opened and read aloud at time and location designated in the Advertisement for Bids.

IB.05.2 REJECTION OF BIDS, INFORMALITIES AND IRREGULARITIES. The Owner shall have the right to reject any or all Bids and to reject Bids not accompanied by required bid security or data required by the Bidding Documents or in any way incomplete or irregular. The Owner shall have the right to waive any informality or irregularity in any Bid received.

IB.05.3 ACCEPTANCE OF BID

- .1 The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted.
- .2 It is the intent of the Owner to award a contract to the lowest responsive, responsible Bidder provided the Bid has been submitted in accord with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available.

IB.06 QUALIFICATION OF CONTRACTORS

IB.06.1 QUALIFICATION STATEMENT. Following receipt of the Bids, the Owner may request a Contractor's Qualification Statement from the Bidder. If requested, the lowest responsive, responsible Bidder shall submit a properly executed Contractor's Qualification Statement on AIA Document A305.

IB.06.2 DISQUALIFICATION. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

IB.07 POST-BID INFORMATION AND SUBMITTALS

IB.07.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in the amount of one hundred percent (100%) of the Contract Sum, shall be submitted in duplicate to the Architect-Engineer, together with the executed Owner-Contractor Agreements, within ten (10) days after notification of award of the Contract. Such bonds shall be issued by a surety company acceptable to the Owner and properly licensed in the State of Iowa, and shall be on AIA Document A312, current edition.

IB.07.2 FORM OF AGREEMENT FOR THE WORK will be written on the Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, AIA Document A101.

END OF SECTION 002113

SECTION 004113 - BID FORM-STIPULATED SUM (SINGLE-PRIME CONTRACT)

Linn-Mar High School
Gymnasium Bleacher Contract
Linn-Mar Community School District
Marion, Iowa
Project No. 11-13105-30
Issue Date: January 26, 2015

Bid of _____

- a corporation organized and existing under the laws of the State of Iowa;
- a corporation organized and existing under the laws of the State of _____ and is/is not licensed to do business in the State of Iowa as a foreign corporation;
- a partnership consisting of _____, partners; or
- a sole proprietor;

hereinafter called the Bidder.

To: Board of Directors
Linn-Mar Community School District
2999 North Tenth Street
Marion, Iowa 52302

The undersigned acknowledges that he has received and familiarized himself with the following:

Project Manual: Divisions and Sections, as listed by Table of Contents

Drawings: As listed by the sheet index.

Addenda: No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

The undersigned further acknowledges that he has visited the site and familiarized himself with local conditions affecting the cost of the Work at the place where the Work is to be done.

In submitting this Bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to provide and complete, in a workmanlike manner, all of the Work required for the Linn-Mar High School Gymnasium Bleacher Contract project, in accordance with the Bidding Documents prepared by DLR Group inc., for the consideration hereinafter set forth.
2. To hold his Bid open for sixty (60) days after the receipt of Bids and to accept the provisions of the Instructions to Bidders regarding disposition of Bid Security.
3. To enter into and execute a Contract if awarded on the basis of this Bid, to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the General Conditions and General Requirements of this Contract, and to deliver executed Owner-Contractor Agreements and Bonds to the Architect-Engineer within ten (10) days after notification of award, for submission to the Owner for his approval and acceptance.
4. To substantially complete the Work as specified in Division 01 Section 011000 "Summary."

LUMP SUM BASE BID: The undersigned hereby proposes and agrees to provide the foregoing for the Lump Sum of

_____ dollars (\$ _____).
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

LINN-MAR HIGH SCHOOL
GYMNASIUM BLEACHER CONTRACT
MARION, IOWA

11-13105-30

BID SET

The undersigned has attached the required Bid Security and other items required in the Instructions to Bidders.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the bidding has been reserved by the Owner.

Dated this _____ day of _____, 20____

Name of Bidder

Address of Bidder

Authorized Officer

Area Code/Telephone Number

END OF SECTION 004113

SECTION 004325 SUBSTITUTION REQUEST FORM (DURING PROCUREMENT)

To: DLR Group, inc.
6200 Aurora Avenue, Suite 210W
Des Moines, Iowa 50322
(515) 276-8097
(515) 252-0514 (Fax)

We hereby submit for your consideration the following product as a substitute for the specified item for the above project.

Section Name and Number	Page No.	Article, Paragraph, Subparagraph	Specified Item
-------------------------	----------	----------------------------------	----------------

Proposed Substitution: _____

Attach complete product description, drawings, photographs, performance and test data, warranty, information and other information necessary for evaluation. Identify specific model numbers, finishes, etc.

A. Will change be required to building design or drawing dimensions in order to properly install proposed substitution? Yes _____ No _____. If yes, explain. _____

B. Will the undersigned pay for changes to the building design, including engineering and drawing cost, caused by the requested substitution? Yes _____ No. _____.

C. Differences between proposed substitution and specified item. _____

D. What affect does substitution have on other trades? _____

E. Does manufa cturer's warranty of the proposed substitution differ from that s pecified? Yes _____ No. _____. If yes, explain. _____

Submitted by: _____

O n l y
Signature: _____

Firm: _____

Address: _____

Date: _____

Telephone: _____

Fax _____

E-Mail Address: _____

F o r A r c h i t e c t ' s U s e	
____ Accepted	____ Accepted as noted
____ Not Accepted	____ Received too late
By: _____	
Date: _____	
Remarks: _____	

Approved substitutions will be set forth in a n addendum, substitution request forms will not b e returned to Bidders.

GENERAL AND SUPPLEMENTARY CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GENERAL CONDITIONS

ARTICLES 1 through 15

The General Conditions of this Contract is the American Institute of Architects' Document A201, THE GENERAL CONDITIONS OF THE CONTRACT FOR THE CONSTRUCTION, 2007, 15 Articles, hereinafter referred to as the General Conditions, a copy of which may be referred to at the office of the Architect-Engineer or obtained from AIA Iowa, 400 Locust Street, Suite 100, Des Moines, Iowa 50309 (515/244-7502).

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

ARTICLE 1

CONTRACT DOCUMENTS

1.1 BASIC DEFINITIONS

Delete the last sentence of Subparagraph 1.1.1 and substitute the following:

The Contract Documents also include the bidding requirements (Advertisement or Invitation to Bid and Instruction to Bidders). Unless specifically enumerated in the agreements the Contract Documents do not include sample forms and the Contractor's Bid.

Add to Subparagraph 1.1.2 the following Clause 1.1.2.1:

1.1.2.1. The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents. No Contract shall be formed between the parties until all Contract Documents are executed by both parties.

Add to Paragraph 1.1 the following Subparagraph 1.1.9:

1.1.9 PROJECT MANUAL

The Project Manual is the volume(s) which include the Bidding Requirements, Procurement and Contracting Requirements, sample forms, Conditions of the Contract, Specifications and addenda.

ARTICLE 2

OWNER

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Add the following sentences to the end of Subparagraph 2.2.2:

The Contractor shall compare information furnished by the Owner (including surveys and soil tests with observable physical conditions) and the Contract Documents and on the basis of such review, shall report to the Owner and Architect any conflicts, errors or omissions. Contractor shall be responsible for any additional costs, delays and damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies or omissions.

2.4 OWNER'S RIGHT TO CARRY OUT WORK

Modify second sentence of Paragraph 2.4 as follows:

After the words "Owner's expenses" add the words ", including reasonable attorneys fees,".

ARTICLE 3

CONTRACTOR

3.1 GENERAL

Delete Subparagraph 3.1.2 in its entirety and substitute the following:

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents. In the case of inconsistency between Drawings and Specifications or within either document not clarified by Addendum, the better quality or greater quantity shall be provided at no additional cost to the Owner.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Add the following sentence to the end of Subparagraph 3.2.1:

The Contractor also represents that all Contract Documents for the Project have been examined; including those intended for work of trades not normally performed by the Contractor's own forces, and that it has become thoroughly familiar with all conditions which may pertain to or affect the Work under the Contract.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add to Paragraph 3.3 the following Subparagraph 3.3.4:

3.3.4 Contractor shall perform the Work so as to cause a minimum of inconvenience to and interruption of the Owner's operations. Any and all interruptions of the operations of the Owner necessary for the performance of the Work shall be noted in the progress schedule and the Contractor shall additionally give the Owner sufficient advance notice of such interruption as to allow the Owner to adjust operations accordingly. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility of any resulting delays or additional costs solely with the Contractor.

3.4 LABOR AND MATERIALS

Add the following sentence to the end of Subparagraph 3.4.1:

Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner.

Add to Paragraph 3.4 the following Subparagraphs 3.4.4 and 3.4.5:

3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Specifications, Division 1, General Requirements, Section 016000, Product Requirements.

3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

- .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect-Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.6 TAXES

Add to Paragraph 3.6 the following Subparagraphs 3.6.1 through 3.6.3:

3.6.1 Bidders shall be responsible for informing themselves of tax laws, requirements, regulations, and interpretations as they apply to this project.

3.6.2 Bidders shall not include State of Iowa and Local Option Sales and Use Tax in the bid. The General Contractor shall provide a list of subcontractors, sub-subcontractors and suppliers with their Federal Identification Number to the Owner. The Owner will issue exemption certificates to contractors, subcontractors, sub-subcontractors and suppliers in order to eliminate tax from the construction materials following award of contract. If material is purchased outside the state of Iowa and the other State requires that the contractors, subcontractors, sub-subcontractors and suppliers pay sales tax they are recommended to include this price in their Bid unless they are able to obtain a sales tax refund from said State.

3.6.3 The Contractor shall take note and comply with all governing laws, rules, and regulations affecting the Work. This may include, but is not limited to, such laws, rules, and regulations as:

- Licensing of Contractors for special requirements, e. g. hazardous waste removal.
- Requirements for special construction permits.
- Exemption from sales tax, if applicable.
- Wage rates and employment requirements when required by law or by Owner.
- Local labor requirements.
- Non-discriminatory hiring practices.

3.7 PERMITS, FEES AND NOTICES

Modify Subparagraph 3.7.5 as follows:

Add the words “knowingly” and “and recognizes” on each side of the word “encounters” in the first sentence and add the words “or good faith belief of such existence” between the words “existence” and “of” in the last sentence.

Add to Paragraph 3.7 the following Subparagraph 3.7.6:

3.7.6. The Contractor is responsible for scheduling inspections required by the Contract Documents or related to the performance of its Work and ensuring work is complete for inspections. Any costs associated with reinspection caused by irregularities, deficiencies or non-conforming work will be borne by the responsible Contractor including all Architectural and Engineering Services related to evaluation of the problem and development of an acceptable solution.

3.9 SUPERINTENDENT

Add the following to the end of the first sentence of Subparagraph 3.9.1:

, including work of the Contractor's subcontractors. Any change in superintendent personnel must be approved by the Owner.

Delete Subparagraph 3.9.2 in its entirety and substitute the following:

3.9.2 The Contractor shall, within two days of the Owner's notification of an intent to award the Contract, submit to the Owner, through the Architect, the name and qualifications of the proposed superintendents for review and approval. When the superintendents are approved, they shall not be removed without the Owner's written approval which will not be unreasonably withheld. The responsibility of the superintendent is to supervise, schedule, coordinate, and manage field operations.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

Delete first sentence of Subparagraph 3.10.1 and substitute the following:

The Contractor, 10 (ten) days after being awarded the contract, shall submit for the Owner's and Architect's information, a Contractor's Construction schedule for the work.

Modify second sentence of Subparagraph 3.10.1 as follows:

After the words "of the Work and Project," add the words "or as required by the Owner or Architect,".

Delete Subparagraph 3.10.2 in its entirety and substitute the following:

3.10.2 The Contractor shall prepare and keep current, for the Architect's review, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review submittals.

Add to Paragraph 3.10 the following Subparagraph 3.10.4:

3.10.4 Additional provisions for submittal of the Construction Schedule are included in the Specifications, Section 013200, Construction Progress Documentation.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Delete Subparagraph 3.12.7 in its entirety and substitute the following:

3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Architect.

Delete Subparagraph 3.12.8 in its entirety and substitute the following:

3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has taken appropriate action relative to the specific deviation as a minor change in the work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omission in Shop Drawings, Product Data, Samples or similar submittals by the Architect's review thereof.

Add to Paragraph 3.12 the following Subparagraph 3.12.11:

Modify Subparagraph 3.12.10 as follows:

In the last sentence, delete the word ", approve".

3.12.11 Additional provisions for Shop Drawings, Product Data, and Samples are included in the Specifications, Section 013300, Submittal Procedures.

3.13 USE OF SITE

Add to Paragraph 3.13 the following Subparagraphs 3.13.1 and 3.13.2:

3.13.1 The Contractor shall not bring or permit any subcontractor, supplier or anyone else for whom the Contractor is responsible, to bring on the site any asbestos, PCB's petroleum, hazardous waste or radioactive materials (except for proper use in performing the Work).

3.13.2 Additional provisions for use of site are included in the Specifications, Section 015000, Temporary Facilities and Controls.

3.14 CUTTING AND PATCHING

Add to Paragraph 3.14 the following Subparagraph 3.14.3:

3.14.3 Additional provisions for cutting and patching of work are included in the Specifications, Section 017300, Execution.

3.15 CLEANING UP

Add to Paragraph 3.15 the following Subparagraph 3.15.3:

3.15.3 Additional provisions for cleanup are included in the Specifications, Section 017700, Closeout Procedures.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

Delete Subparagraph 4.1.1 in its entirety and substitute the following:

4.1.1 The "Architect" is defined in this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in this Contract and as is referred to throughout the Contract documents as if singular in number. The term "Engineer", "Architect/Engineer", "Engineer/Architect", "Architect's authorized representative", "Engineer's authorized representative", or Architect/Engineer's authorized representative" shall mean "Architect" as defined in this paragraph.

.1 The Architect/Engineer is:

Name: DLR Group, inc.

Address: 6200 Aurora Avenue, Suite 210W, Des Moines, Iowa 50322

Business Telephone No.: (515) 276-8097

Fax No.: (515) 252-0514

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Modify Subparagraph 4.2.3 as follows:

Delete the word "reasonably" in the first sentence. Add the word "observable" in front of the word "progress" in the first sentence.

Modify Subparagraph 4.2.7 as follows:

Delete the words "approve or" and "other" at the beginning of the first sentence. Delete the word "approval," after the words "The Architect's..." at the last sentence and in lieu thereof insert the word "...review...".

Add to Subparagraph 4.2.7 the following Clause 4.2.7.1:

4.2.7.1. Architect shall provide up to two (2) reviews, of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor. The Contractor shall reimburse the Owner for the Architect's additional services made necessary by additional reviews above the limits indicated above.

ARTICLE 5

SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Modify Subparagraph 5.2.1 as follows

In the second line, after the word "Contractor," delete the phrase "as soon as practicable after award of the Contract," and insert the phrase "within ten days after the date of the notice of award of the Contract;" and add the following sentence:

A list of Subcontractors shall be submitted in duplicate on AIA Document G805, 2001 Edition.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete Subparagraph 5.4.2 in its entirety.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Add to Paragraph 6.1 the following Subparagraph 6.1.5:

6.1.5 Additional provisions for separate contracts are included in the Specifications, Section 01100, Summary.

ARTICLE 7

CHANGES IN THE WORK

7.2 CHANGE ORDERS

Add to Paragraph 7.2 the following Subparagraph 7.2.2:

7.2.2 The forms used to process a Change Order will include AIA Document G701, Change Order.

7.3 CONSTRUCTION CHANGE DIRECTIVES

Modify Subparagraph 7.3.2 as follows:

Delete the period at the end of the Subparagraph and insert the phrase ", and upon prior written approval of the Owner."

Modify Clause 7.3.7.5 as follows:

Delete the period at the end of the Clause and insert the phrase ", if any."

ARTICLE 8

TIME

8.1 DEFINITIONS

Modify Subparagraph 8.1.2 as follows:

Delete the period at the end of the first sentence and insert the phrase "or the date of the Notice to Proceed, whichever occurs later."

8.3 DELAYS AND EXTENSION OF TIME

Add the following sentences to the end of Paragraph 8.3.1:

A time extension shall be Contractor's sole remedy and compensation for all such delays other than those resulting from the acts or negligence of the Owner, the Architect, or the Owner's separate contractors (collectively "Owner Caused Delays"). For proven Owner Caused Delays, the Contractor may recover the actual costs resulting from such delays, but not for any additional profit or fee.

ARTICLE 9

PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

Delete Subparagraph 9.3.1 in its entirety and substitute the following:

9.3.1 At least ten (10) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers. If the Contract Documents required the Owner to retain a portion of the payments until some future time, the Applications for Payment shall clearly state the percentage and the amount to be retained. Once the Application is approved by the Architect, the Application for Payment must be submitted for approval to the Linn-Mar Community School District. The application must be received at the District office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business.

Add to Subparagraph 9.3.3 the following Clause 9.3.3.1:

9.3.3.1 With each Application for Payment submit waivers of Chapter 573 claims (the equivalent of mechanics liens under Iowa law for public improvement projects) from subcontractors or sub-subcontractors and suppliers for the construction period covered by the previous application.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

Delete Subparagraph 9.5.3 in its entirety.

9.6 PROGRESS PAYMENTS

Add to Subparagraph 9.6.1 the following Clause 9.6.1.1:

9.6.1.1 After the Architect has issued a Certificate for Payment and released it to the Owner, the Owner shall approve payment with Contractor to receive payment by the last day of the following month.

- .1 Until Substantial Completion, the Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of Progress Payments, (5%) retainage.

Add to Paragraph 9.6 the following Subparagraph 9.6.8:

9.6.8 Payment to the Contractor will be made by the Owner from cash on hand from such sources as may be legally available.

9.8 SUBSTANTIAL COMPLETION

Modify Subparagraph 9.8.1 as follows:

Delete the period at the end of the subparagraph and add the following " ,subject only to completion of minor punch list items, the absence of completion of which does not interfere with the Owner's intended use of the Project."

Add to Paragraph 9.8 the following Subparagraphs 9.8.6 and 9.8.7:

9.8.6 The Contractor shall reimburse the Owner for Architect's additional services and/or attorneys fees made necessary by the Contractor's failure to finally complete the work within sixty (60) days after the date specified in the Contract Documents for Project Substantial Completion. The provisions of Paragraph 8.3, Delays and Extension of Time, shall apply to this Subparagraph. Unless otherwise required by Iowa law, final payments shall be released no earlier than thirty-one (31) days after completion and final acceptance by the Owner of all Work required by the Contract.

9.8.7 Request For Early Release of Retainage Funds: Upon achieving Substantial Completion, as defined by Iowa Code Chapter 26, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractor's request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds a notice was given to all known subcontractors, sub-subcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the Contractor, the Owner will release all retainage funds at the next monthly Board meeting or within thirty (30) days, whichever is less, except it may retain the following:

- .1 An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of section, "authorized contract representative" means the Architect of record on the Project, unless otherwise specified.
- .2 An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the Request for Release of Retainage is approved.
- .3 If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add to Paragraph 9.10 the following Subparagraph 9.10.6:

9.10.6 Final payment will be made no earlier than 31 days following approval by the Linn-Mar Community School District Board of Directors at a properly noticed Board Meeting, receipt of all Lien Waiver and/or Chapter 573 Claim Releases, Sales Tax information, and all other required closeout documents, and subject to the conditions of and in accordance with the provisions of Iowa Code Chapter 573 and Iowa Code Chapter 26. Owner may withhold from final payment any and all amounts required to reimburse the Owner for all costs, fees (including reasonable attorneys fees) it incurred as a result of any Chapter 573 Claims filed on the project.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

Add to Subparagraph 10.2.4 the following clause 10.2.4.1:

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

10.3 HAZARDOUS MATERIALS

Add to Subparagraph 10.3.1 the following Clause 10.3.1.1:

10.3.1.1 On construction projects involving additions or modifications to existing building, the Owner shall provide the Contractor with a copy of the Asbestos Management Plan for the individual building.

Add to Subparagraph 10.3.4 the following Clause 10.3.4.1:

10.3.4.1 No product containing asbestos or Polychlorinated Biphenyl (PCB) shall be incorporated into the Work.

ARTICLE 11

INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 To this Subparagraph, add the following Clauses 11.1.1.9 and 11.1.1.10:

11.1.1.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises Operations (including X, C, and U coverages as applicable)
- .2 Independent Contractors' Protective
- .3 Products and Completed Operations
- .4 Personal Injury Liability with Employment Exclusion deleted
- .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18
- .6 Owned, non-owned, and hired motor vehicles
- .7 Broad Form Property Damage including Completed Operations
- .8 General Aggregate Limit shall apply per location.

11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add the following Clause 11.1.2.1 to 11.1.2:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater, if required by law:

- .1 Worker's Compensation:
 - (a) State: Statutory
 - (b) Applicable Federal: Statutory
 - (c) Employer's Liability: \$500,000 per Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee
 - (d) The Workers Compensation policy shall include a waiver of subrogation clause in favor of the Owner.

- .2 Comprehensive or Commercial General Liability (including Premises-Operation; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
- (a) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate
 - (b) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
 - (c) Products and Completed Operations to be maintained for 2 years after final payment.
 - \$2,000,000 Aggregate
 - (d) Property Damage Liability shall provide X, C and U coverage.
 - (e) Broad Form Property Damage Coverage shall include Completed Operations.
 - (f) General Liability coverage shall contain a per project aggregate clause.
- .3 Contractual Liability:
- (a) Bodily Injury:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate
 - (b) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Aggregate
- .4 Personal Injury, with Employment Exclusion deleted:
 - \$1,000,000 Aggregate
- .5 Business Auto Liability (including owned, non-owned, hired vehicles, and scheduled):
- (a) Bodily injury:
 - \$1,000,000 Each Person
 - \$1,000,000 Each Occurrence
 - (b) Property Damage:
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Combined Single Limit
- .6 If the General Liability coverages are provided by a Commercial Liability policy, the:
- (a) General Aggregate shall be not less than two million dollars (\$2,000,000.00) and it shall apply, in total, to this Project only.
- .7 Umbrella Excess Liability:
 - \$2,000,000 over primary insurance
 - \$10,000 retention for self-insured hazards each occurrence

Add to Subparagraph 11.1.2 the following Clause 11.1.2.2:

11.1.2.2 The Contractor's Insurance shall contain a Non Waiver of Government Immunity Endorsement pursuant to Chapter 670.4 of the Iowa Code.

Add the following sentence to the end of Subparagraph 11.1.3:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. Insurance shall name Linn-Mar Community School District and DLR Group, inc. as additional insured with the exception of Worker's Compensation.

11.3 PROPERTY INSURANCE

Add the following sentences to the end of Subparagraph 11.3.1:

The form of policy for this coverage shall be Completed Value. This property insurance is written with a deductible of \$2,500.00.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

- .1 The Contractor shall deliver the required bonds to the Owner not later than ten days following the date the Agreement is entered into, or, if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- .2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Delete Paragraph 13.1 and substitute the following:

13.1 The Contract shall be governed by the laws of the State of Iowa.

13.6 INTEREST

Delete Paragraph 13.6 and substitute the following:

13.6. Payments due and unpaid under the Contract Documents shall bear interest from the date the payment is due and shall bear interest at the rate established by Section 573.12 and Section 74A.2, Code of Iowa.

13.7 TIME LIMITS ON CLAIMS

Modify paragraph 13.7 as follows:

In the first sentence, delete the words "Substantial Completion" and in lieu thereof insert the words "Final Acceptance".

Add the following Paragraph to ARTICLE 13:

13.8 CONFORMANCE WITH LAWS

13.8.1 The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, creed, color, sex, national origin, religion, marital status, parental status, sexual orientation, gender identity, genetic information, ethnic background, or the age of the applicant. The Contractor will select qualified applicants with disabilities who can perform the essential functions of the job or position with or without reasonable accommodations. The Contractor shall comply with all applicable federal, state and local, laws, rules, regulations, ordinances, policies and procedures, including the Linn-Mar Community School District policies and procedures and the Iowa Smoke Free Air Act. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

13.8.2 The Contractor shall comply with Iowa Code 692A.113, and shall certify that it is not managed, operated or owned by a person who is a registered sex offender convicted of a sex offense against a minor. Contractor shall also prohibit any employee who is such a sex offender from being on Owner's school property. The Contractor shall not permit any Subcontractor, Vendor or Supplier which is owned, managed or operated by a sex offender convicted of a sex offense against a minor, or any such sex offender employee of any of them, to be present on Owner's school property. The Contractor shall further acknowledge and certify services provided under this contract comply with Iowa Code 692A.113, and shall execute and deliver a copy of "Certificate of Compliance" within ten (10) days of the execution of the Agreement or before and any Company workers are on the Project site.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

Delete the first sentence of Subparagraph 14.2.4 and substitute the following:

If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect's services and expenses made necessary hereby, and other damages and expenses incurred by the Owner, including reasonable attorneys fees, such excess shall be paid to the Contractor.

ARTICLE 15

CLAIMS AND DISPUTES

15.1 CLAIMS

Delete Subparagraph 15.1.6 and its associated clauses in their entirety.

15.2 INITIAL DECISION

Modify Subparagraph 15.2.5 as follows:

Delete that last sentence of the subparagraph.

Delete Subparagraph 15.2.6 and Clause 15.2.6.1 in their entirety.

15.3 MEDIATION

Delete Subparagraph 15.3.1 and substitute the following:

15.3.1. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing, and delivered to the other party to the Contract. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Delete Section 15.3.2 and substitute the following:

15.3.2 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.

Delete Section 15.3.3 in its entirety.

15.4 ARBITRATION

Delete Subparagraphs 15.4.1 , 15.4.1.1 , 15.4.2, 15 .4.3 in their entirety and add the following Subparagraph 15.4.1.

15.4.1 Notwithstanding other provisions in these General Conditions, such as those contained in 4.1.2 and 4.1.3, no claim, dispute, or other matter coming into question shall be subject to arbitration.

END OF SECTION 007300

DIVISION 01 – GENERAL REQUIREMENTS

	<u>Pages</u>
Section 011000	Summary 011000-1; 4
Section 012600	Contract Modification Procedures 012600-1; 4
Section 012900	Payment Procedures 012900-1; 5
	Approval of Surety to Schedule of Values, 1 page
Section 013100	Project Management and Coordination 013100-1; 8
	Request for Information Form, 1 page
Section 013200	Construction Progress Documentation 013200-1; 4
Section 013300	Submittal Procedures 013300-1; 10
	Shop Drawing Transmittal Form, 1 page
Section 015000	Temporary Facilities and Controls 015000-1; 2
Section 016000	Product Requirements 016000-1; 5
Section 017300	Execution 017300-1; 8
Section 017700	Closeout Procedures 017700-1; 6

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes:

1. Project information.
2. Work covered by Contract Documents.
3. Work under separate contracts.
4. Access to site.
5. Work restrictions.
6. Specification and drawing conventions.

B. Related Section:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: Linn-Mar High School – Gymnasium Bleacher Contract

1. Project Location: 3111 N. 10th Street, Marion, IA 52302.

B. Owner: Linn-Mar Community School District (LMCSD), 2999 North Tenth Street, Marion, Iowa 52302.

1. Owner's Representative: Rick Ironside, Executive Director-Support Services.
2. Phone: (319) 447-3006
3. Email: r_ironside@linnmar.k12.ia.us.

C. Architect Identification: DLR Group Inc. (an Iowa Corporation), 6200 Aurora Ave, Suite 210W, Des Moines, Iowa 50322.

1. Architect's Representative: Andy West, LEED AP.
2. Phone: (515) 276-8097.
3. Fax: (515) 252-0514.
4. Email: awest@dlrgroup.com

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. The Project consists of providing and installing the telescoping stands for the Linn-Mar High School main gymnasium.
- B. Construction Completion Schedule:
 - 1. Commence work as soon as Notice to Proceed is issued and in conjunction with end of school year activities.
 - 2. Substantial Completion: The project shall be substantially complete on or before July 24, 2015.
 - 3. Final Completion: Upon reaching substantial completion, the outstanding items that need to be completed and or corrected shall completed with-in sixty (60) days after the date established for substantial completion.
- C. Project will be constructed under a single prime contract using AIA Document A 101 - 2007 Standard Form of Agreement Between Owner and Contractor, as amended.

1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner has awarded or will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
 - 1. Linn-Mar High School-Phase 2 Additions and Renovations: The Combined Construction Contract includes the General, Mechanical and Electrical Work for the renovation of Linn-Mar High School. The Contractors for current projects and future concurrent work will be required to coordinate their efforts to not impact the construction processes and schedules of other projects.
 - 2. Linn-Mar High School Communications Tower Relocation: The Combined Construction Contract includes the General and Electrical Work for the relocation of the Linn-Mar High School communications tower at the north end of the site.
 - 3. Linn-Mar High School Hazardous Material Abatement Contract: Hazardous Material Abatement Contract consists of the removal of hazardous materials in conjunction with the demolition and renovation of portions of the high school building.

1.6 ACCESS TO SITE

- A. General: General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to locations indicated on drawings.
 - 2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. Smoking and Tobacco Products: Smoking and use of tobacco products is strictly prohibited on School District Property.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving a adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests (PR): Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider the instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Where major cost items are Subcontractors, items shall be itemized.
 - e. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - f. Quotation Form: Use forms acceptable to Architect.

- B. Contractor-Initiated Proposals (CIP): If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 7. Contractor-Initiated Proposal Request Form: Submit on Contractor's letterhead. A CIP number will be assigned by the Architect.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive (CCD): Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 CONTRACTOR'S DOCUMENTATION

A. For changes in the Work (PR, CIP, or CCD) on the lump sum or time and material methods, the Contractor shall submit an itemized list of quantities with the applicable unit costs and extended price for each, in such form and detail as required by the Architect.

1. As a minimum the detailed break down shall include and indicate the items enumerated below:

- a. Labor costs, itemized by each trade involved, showing the hourly rates for each and the hours required for the change. Labor rates shall be the same for extra and credit computations and shall be the actual rate paid workmen in accordance with the established management labor agreement.
- b. Burden on labor, which shall be only the actual costs of mandatory fringe benefits required by established agreements, taxes on labor, worker's or workmen's compensation, insurance on labor as affected by payroll, unemployment taxes and insurance, including FICA and FUTA.
- c. Quantities of materials, equipment and supplies, at their actual cost, with unit costs indicated.
- d. Allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:
 - 1) For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
 - 2) For the Contractor, for Work performed by the Contractor's Subcontractor, five percent (5%) of the amount due the Subcontractor.
 - 3) For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, fifteen percent (15%) of the cost.
 - 4) For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- e. The percentages allowed for overhead, and profit shall be deemed to include, and no further addition for:
 - 1) Field and office supervision and administration, including the field superintendent, foreman, field design/drafting, and project coordination.
 - 2) General insurance, except that listed as labor burden.
 - 3) Labor Inefficiency.
 - 4) Lost Time.
 - 5) Use or replacement of tools.
 - 6) Consumables.
 - 7) Shop burden.
 - 8) Equipment rental (other than specifically required additional hoisting equipment, required excavating equipment or similar equipment necessary solely as a result of the change).
 - 9) Engineering and estimating costs.
 - 10) Field Design/Drafting.
 - 11) As-Built or Record Drawings.

- 12) Updating site drawings and specifications.
 - 13) Cost of safety measures (including those imposed by OSHA).
 - 14) Shipping, drayage and demurrage.
 - 15) Parking charges.
 - 16) Clean up and debris removal.
 - 17) Testing.
 - 18) Warranties.
 - 19) Permits, unless a new permit type is required.
2. Prior to submittal of a ny c ontract modification proposal, Contractor shall provide la bor rate i temization, including labor co sts, bur den costs, a nd fringe benefits, f or every all tradesman that will be performing work on site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than 10 days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: Progress payments shall be submitted to Architect by the end of month for operations completed in accordance with the schedule of values. The period covered by each Application for Payment is one month, ending on the twenty-fifth day of each month.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Provide supporting data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers.
- E. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Products list (preliminary if not final).
 5. List of Contractor's staff assignments.
 6. List of Contractor's principal consultants.
 7. Copies of building permits.
 8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 9. Initial progress report.
 10. Report of preconstruction conference.
 11. Certificates of insurance and insurance policies.
 12. Performance and payment bonds.
 13. Data needed to acquire Owner's insurance.
- H. Progress Payments: Upon certification by the Architect, the Owner shall make payment by the end of the following Month, pay to the Contractor, on account of the Contract, ninety-five percent (95%) of the value of labor and materials incorporated in the Work and ninety-five (95%) of materials suitably stored in accord with Subparagraph 9.3.2 of the General Conditions, up to the fifteenth day of the preceding month.
1. The certified Application for Payment needs to be received at the District office at least one week prior to the scheduled meeting for it to be included in that meeting's scheduled business.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 3. Occupancy permits and similar approvals.
 4. Warranties (guarantees) and maintenance agreements.
 5. Maintenance instructions.
 6. Change-over information related to Owner's occupancy, use, operation and maintenance.
 7. Final cleaning.
 8. Advice on shifting insurance coverages.
 9. List of incomplete Work, recognized as exceptions to Architect-Engineer's Certificate of Substantial Completion.
 10. Extra stock.

- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. The owner shall make final payment in accordance with the General Conditions of the Contract for Construction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

APPROVAL OF SURETY TO SCHEDULE OF VALUES

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT:
(Name, Address)

TO (Owner)

ARCHITECT'S PROJECT NO.
CONTRACT FOR:

CONTRACTOR:

CONTRACT DATE:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

, CONTRACTOR,

Hereby approves the attached Schedule of Values for use as a basis for the Contractor's Applications for Payment. Such use of the approved Schedule of Values shall not relieve the surety of any of its obligations to
_____, OWNER ,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this

day of _____ 20__

Surety Company

Signature of Authorized Representative

Attest:
(Seal):

Title

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project meetings.
- B. Related Sections include the following:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use AIA Document G705 List of Subcontractors. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
1. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Form: Form at end of this Section.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
 2. Identify each page of attachments with the RFI number and sequential page number.
- D. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow seven working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.

3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing and long-lead items.
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of record documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Procedures for moisture and mold control.
 - q. Procedures for disruptions and shutdowns.
 - r. Construction waste management and recycling.
 - s. Parking availability.
 - t. Office, work, and storage areas.
 - u. Equipment deliveries and priorities.
 - v. First aid.
 - w. Security.
 - x. Progress cleaning.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a pre installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.

- j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Owner's partial occupancy requirements.

- k. Installation of Owner's furniture, fixtures, and equipment.
 - l. Responsibility for removing temporary facilities and controls.
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 - 3. Minutes: Architect will record and distribute to Contractor the meeting minutes.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

Request For Information

By submission of this form, the contractor attests to the fact that having carefully reviewed the Contract Documents and coordinated the Work with the appropriate trades and reviewed field conditions, the information requested cannot be determined from such efforts as called for in the General Conditions of the Contract



Architecture Engineering Planning Interiors

6200 Aurora Avenue
Suite 210W
Des Moines, IA 50322-2863
tel 515/276-8097
fax 515/252-0514
desmoines@dlrgroup.com

Date

To

From

Project

Project No.

RFI No.

Description of RFI

Specification Ref.

Drawing Ref.

Sketch/Attachment

No

Yes

Please Respond By
Architect/Engineer
Response

Signature

Name

cc

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Site condition reports.
 - 4. Special reports.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. Event: The starting or ending point of an activity.
- C. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.

- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period. Submit within twenty (20) calendar days of the Notice to Proceed.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Site Condition Reports: Submit at time of discovery of differing conditions.
- E. Special Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittals schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
 - 5. Substantial Completion: Indicate completion in advance of dates established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the following interim milestones:
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished. The Recovery Schedule shall be prepared to similar level of detail as the Gantt Chart Schedule and shall have maximum duration on one (1) month.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

- A. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.
 - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: At Contractor's written request, electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals as specified in Section 013333 "CAD Electronic Media Transfer Agreement."
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
1. Transmittal Form: Use the sample form at the end of this Section for transmittal of submittals.
 2. Transmittal shall cover only one specification section. Transmittals that combine more than one section will be returned with no action taken.
 3. Transmittals without the Contractor's review stamp on them will be returned with no action taken.

4. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. Transmittal No.: Number each transmittal using the specification section number followed by a number designating the submittal order (i. e. Transmittal No. 033000-01 would designate the first submittal for Section 033000; 033000-02 would designate the second. This would continue as long as necessary).
 - 1) For resubmittals use the original Transmittal No. followed by an "R" and the resubmittal sequence number (i. e. 033000-01R1 for first resubmittal of transmittal 033000-01; 033000-01R2 for second resubmittal and so on until transmittal is approved).
 - 2) Transmittal shall cover only one specification section. Transmittals that combine more than one section will be returned with no action taken.
 - 3) Transmittals without the Contractor's review stamp on them will be returned with no action taken.
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.

- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with "Reviewed" or "Furnish As Corrected" notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with "Reviewed" or "Furnish As Corrected" notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via web-based document exchange, as selected by the Architect, as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - b. Shop drawings and product data should be in PDF format (everything should be included in one (1) document).
 - c. Shop drawings and product data should be sent via the web-based document exchange.
 - d. Shop drawings and product data should be transmitted with the Project Name, Project Number and Section number referenced in the subject line.
 - e. Once shop drawings and product data have been reviewed, they will be emailed back to the Contractor via the web-based document exchange.
 - 2. With approval by the Architect, certain shop drawings, product data, Operation/Maintenance manuals, and samples will be required to be paper submittals and shall be submitted as indicated in other parts of this Section. Submit with the DLR Shop Drawing Transmittal Form as the first page of the submittal.
 - a. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
 - b. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.

3. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 42 inches (750 by 1067 mm).
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:
 - a. PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."

- I. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- U. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Reviewed: Where submittals are marked "Reviewed," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Reviewed - Additional Information Required: Where submittals are marked "Reviewed - Additional Information Required," the information submitted has been reviewed and approved as noted. However, additional information as noted and/or required by Contract Documents needs to be submitted.

3. **Furnish As Corrected:** When submittals are marked "Furnish As Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 4. **Revise and Resubmit:** When submittal is marked "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery of other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 5. **Rejected:** When submittal is marked "Rejected," information submitted is not in compliance with Contract Documents. Resubmit submittal is required by Contract Documents.
- C. **Informational Submittals:** Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. **Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.**
- E. **Incomplete submittals are not acceptable, will be considered non responsive, and will be returned without review.**
- F. **Submittals not required by the Contract Documents may be returned by the Architect without action.**

END OF SECTION 013300

Shop Drawing Comments



Architecture Engineering Planning
Interiors

6200 Aurora Avenue
Suite 210W
Des Moines, IA 50322-2863
tel 515/276-8097
fax 515/252-0514
desmoines@dlr.com

Date

Project

Project No.

Description

Transmittal No.

(Specification # & Title go here)

Action

A REVIEWED

B REVIEWED – ADDITIONAL INFORMATION REQUIRED

C FURNISH AS CORRECTED

Reviewer does not authorize changes to Contract Sum unless stated in separate letter or Change Order.

D REVISE AND RESUBMIT

E REJECTED

By:

Date

Comments

1.

This review is only for general conformance with the design concept and the information given in the Construction Documents. Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with the requirements of the plans and specifications. Review of a specific item shall not include review of an assembly of which the item is a component. The Contractor is responsible for: dimensions to be confirmed and correlated at the job site; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of the work with that of all other trades and performing all Work in a safe and satisfactory manner.

CC

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material. Contractor will not use Owner's toilet facilities.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. First Aid Supplies: Contractor shall provide first aid supplies that comply with governing regulations.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work and in coordination with the Owner's designated locations. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Use of Owner's existing toilet facilities will not be permitted.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Section 017300 "Execution" for progress cleaning requirements.
- D. Recycling Demolition and Construction Waste:
 - 1. General: Recycle paper and beverage containers used by on-site workers.

2. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
3. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - a. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- C. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by a authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

2. At Substanti al Com pletion, cle an and renovate permanent facilities used d uring construction period. Com ply with final cle aning requirements spe cified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered, unless otherwise indicated.
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Cutting and patching.
 - 2. Coordination of Owner-installed products.
 - 3. Installation of the Work.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 017700 "Closeout Procedures" for recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include but are not limited to the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches (2440 mm) in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand and/or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 5. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - c. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.

2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.
- 3.6 STARTING AND ADJUSTING
- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
 - B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for progress cleaning of Project site.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Advise Owner of pending insurance changeover requirements.
2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
3. Complete startup and testing of systems and equipment.
4. Perform preventive maintenance on equipment used prior to Substantial Completion.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
7. Complete final cleaning requirements, including touchup painting.

8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - b. Remove labels that are not permanent.
 - c. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - d. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, re-finishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

DIVISION 12 – FURNISHINGS

Pages

Section 126600	Telescoping Stands	126600-1; 7
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SECTION 126600 - TELESCOPING STANDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Wall-attached, electrically operated, telescoping stands, including final electrical wiring and connections to existing service and panels provided in Existing Linn-Mar High School.

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Telescoping stands shall withstand the effects of gravity loads and loads and stresses within limits and under conditions indicated according to IBC / ICC 300.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for telescoping stands.
- B. Shop Drawings: For telescoping stands in both stacked and extended positions. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.
 - 2. Graphics Layout Drawings: Indicate pattern of contrasting or matching seat colors.
- C. Samples for Initial Selection: For units with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Seating: 6-inch- (150-mm-) square Sample of each seating material, color, and finish indicated.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Welding certificates.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For telescoping stands to include in operation and maintenance manuals.
 - 1. Procedures for conducting periodic inspections
 - 2. Precautions for cleaning materials and methods that could be detrimental to telescoping stand finishes and performance.

1.7 MATERIAL MAINTENANCE SUBMITTALS

- A. Furnish extra materials from the same production run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Bench Seat Modules: Furnish a quantity of full-size units as follows:
 - a. Red Color Seats: 8 total.
 - b. Black Color Seats: 8 total.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Welding Qualifications: Quality procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," and AWS D1.3, "Structural Welding Code - Sheet Steel."
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- D. Standard: Provide telescoping stands to comply with IBC / ICC 300.
- E. Regulatory Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.
- F. Preinstallation Conference: Conduct conference at Project site.

1.9 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings and construction contiguous with telescoping stands by field measurements before fabrication. Verify locations of walls, columns, and other construction that will interface with operating telescoping stands.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Wood:

1. Plywood: APA-grade trademarked, DOC PS 1.

B. Steel:

1. Structural-Steel Shapes, Plates, and Bars: ASTM A 36/A 36M.
2. Galvanized-Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation.
3. Uncoated Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold-rolled commercial steel), or ASTM A 1011/A 1011M, Designation CS (hot-rolled commercial steel).
4. Tubing: ASTM A 500, cold formed; ASTM A 501, hot formed; or ASTM A 513, mechanical.

C. Extruded Aluminum: ASTM B 221 (ASTM B 221M), alloy as standard for manufacturer.

D. Polyethylene Plastic: High-density polyethylene; molded, color-pigmented, textured, impact-resistant, structural formulation.

2.2 TELESCOPING STANDS

A. General: Operable systems of multiple-tiered seating on interconnected folding platforms that close, without being dismantled, into a nested stack for storing. Stand units permit opening and closing of adjacent rows, allow individual and collective rows to be locked open for use, and close with vertical faces of upper skirts on the same vertical plane.

B. Wall-Attached Telescoping Stands: Forward-folding system, in which the bleachers open in the forward direction by initially moving the front row away from the stack to the fully extended position, and the rear of bleacher understructure is permanently attached to wall construction.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hussey Seating Company.
 - b. Interkal LLC.
 - c. Irwin Telescopic Seating Company.
2. Row Spacing: 24 inches (609.6mm).

3. Row Rise: 10-1/4 inches.
4. Operation: Automatic, friction-type integral power.
 - a. Remote Control: Portable pendant control system.
 - b. Interface with existing power requirements.
 - c. 208-Volt, 3-Phase.

2.3 COMPONENTS

A. Benches: Seats and skirts.

1. Material: Molded polyethylene plastic with contour surfaces. Seating colors as indicated on drawings:
 - a. Color 1: Match Red (06) by Interkal LLC.
 - b. Color 2: Match Black (08) by Interkal LLC.
2. Bench Height: Not less than 16 inches (406 mm) or more than 19 inches (483 mm).
3. Bench Depth: 10 inches (254 mm).

B. Wheelchair-Accessible Seating: Locate retractable truncated benches to provide wheelchair-accessible seating at locations indicated on Drawings.

1. Equip tiers adjacent to wheelchair-accessible seating with front rails as required by referenced safety standard.
2. Recoverable wheel chair spaces shall be provided at the section joint location or section length as shown on plans. An integral support on row two shall be provided to eliminate structural damage to the understructure during the operation and use of the system. Recoverable seating areas do not require front railings for support.

C. Deck: Plywood, 5/8 inch (16 mm) thick.

1. Finish: Polyethylene textured overlay bonded to substrate with exterior glue.
 - a. Color: Gray.

D. Risers: Steel sheet with manufacturer's standard, rust-inhibiting coating or hot-dip galvanized finish.

E. Safety Rails: Structural steel, finished with manufacturer's standard powder coat system.

1. Self-storing mid-aisle handrails located at centerline of each vertical aisle with seating on both sides.
2. End rails (guards) that are telescoping and self-storing on telescoping stands and fixed at fixed stands.
3. Color: Black.

F. Understructure: Structural steel.

1. Finish: Epoxy-resin-based, textured, powder coat system, rust-inhibiting finish.

2. Color: Manufacturer's standard.
- G. Support Column Wheels: Nonmarring, soft, rubber-face wheel assembly under each support column.
 1. Include wheels of size, number, and design required to support stands and operate smoothly without damaging the flooring surface, but no fewer than four per column or less than 3-1/2 inches (89 mm) in diameter and 1 inch (25.4 mm) wide.
- H. Fasteners: Vibration proof, in manufacturer's standard size and material.
- I. Recoverable Truncated Rows: Recoverable truncated rows shall be provided as indicated on drawings. Recoverable rows shall be manually opened and closed with the power system starting at row two. An integral support on row two shall be provided to eliminate structural damage to the understructure during the operation and use of the system.

2.4 ACCESSORIES

- A. Steps:
 1. Slip-resistant, abrasive tread nosings at vertical aisles.
 2. Intermediate aisle steps, fully enclosed, at each vertical aisle.
 3. Transitional top step, fully enclosed, at each vertical aisle where last row of telescoping stands is adjacent to a cross aisle.
 4. Removable front steps, fully enclosed, at each vertical aisle, that engage with front row to prevent accidental separation or movement and are equipped with a minimum of four skid-resistant feet.
- B. Closure Panels and Void Fillers:
 1. Panels at cutouts and truncations for accessible seating.
 2. Rear fillers including supports for closing openings between top row and rear wall of adjoining construction.
 3. Gap fillers for closing openings between stand units or between stand units and adjoining construction.
- C. Signage:
 1. Accessibility signs at each accessible space.
- D. Media/Video Platform:
 1. Provide as indicated on drawings with associated guardrails and accessories necessary.
 2. Deck: Minimum of 1" plywood core to provide maximum support in a concentrated area and to minimize vibration.
 3. Decking surface: Black polyethylene finish

2.5 FABRICATION

- A. Fabricate understructure from structural-steel members in size, spacing, and form required to support design loads specified in referenced safety standard.
- B. Weld understructure to comply with applicable AWS standards.
- C. Round corners and edges of components and exposed fasteners to reduce snagging and pinching hazards.
- D. Form exposed sheet metal with flat, flush surfaces, level and true in line, and without cracking and grain separation.
- E. Seating Supports: Fabricate supports to withstand, without damage to components, the forces imposed by use of stands without failure or other conditions that might impair the usefulness of seating units.
 - 1. Cantilever bench seat supports to produce toe space uninterrupted by vertical bracing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where telescoping stands are to be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PROTECTION

- A. Protect existing finishes and surfaces from damage and necessary and as follows:
 - 1. Existing Wood Flooring: Protect existing wood flooring by installing plywood or hard board panels over a rosin paper or other slip sheet. Cover enough of the wood flooring so that all construction activities, including demolition of existing bleachers, are done over protected areas.

3.3 INSTALLATION

- A. Install telescoping stands to comply with referenced safety standard and manufacturer's written instructions.
- B. Bleacher Contractor to provide all necessary electrical wiring, components, and connections through existing rough-ins into electrical panels indicated in the Summary Article of this section. Bleachers to be fully tested and operational when Bleacher Contractor has completed work.

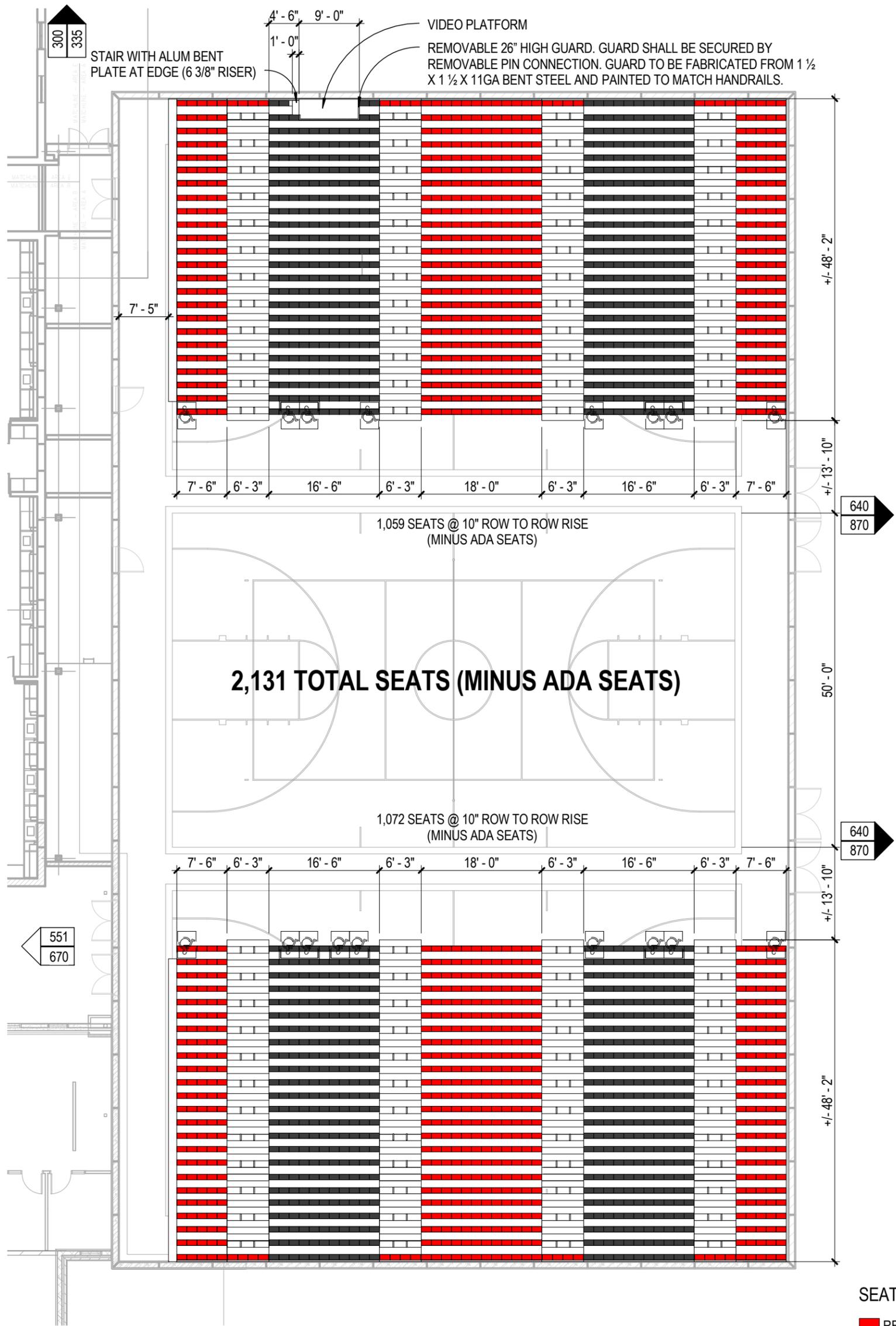
3.4 ADJUSTING AND CLEANING

- A. On completion of installation, lubricate, test, and adjust each telescoping stand unit so that it operates according to manufacturer's written operating instructions.
- B. Clean installed telescoping stands on exposed and semiexposed surfaces. Touch up shop-applied finishes or replace components as required to restore damaged or soiled areas.

3.5 DEMONSTRATION

- A. Engage a factory -authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain telescoping stands.

END OF SECTION 126600



SEAT LEGEND

- RED SEAT
- BLACK SEAT



GYMNASIUM BLEACHER LAYOUT

SCALE: 1/16" = 1'-0"

DEMOLITION NOTES

- A. REMOVE AND DISPOSE EXISTING BLEACHERS IN THEIR ENTIRETY.
- B. COORDINATE ALL DEMOLITION AND PHASING EFFORTS WITH ARCHITECT AND OWNER'S REPRESENTATIVES. EVERY EFFORT SHALL BE MADE TO MINIMIZE DISRUPTION OF OWNER'S OPERATIONS AND TO PROVIDE BUILDING USER'S SAFETY. EXCESSIVE NOISE OR VIBRATION SHALL BE PRE-APPROVED AND COORDINATED WITH OWNER'S REPRESENTATIVE.
- C. COORDINATE WITH THE OWNER ANY PRE-APPROVED DISRUPTION AND VERIFICATION OF SERVICE WITHIN THE EXISTING BUILDING SO AS TO MINIMIZE THE DISRUPTION OF SERVICE.
- D. VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ELEVATIONS AND NOTIFY THE ARCHITECT-ENGINEER OF ANY DISCREPANCIES.
- E. REMOVE ALL DEMOLITION MATERIALS FROM THE SITE UNLESS NOTED OTHERWISE. THE OWNER SHALL RESERVE THE RIGHT TO SALVAGE ANY MATERIALS.
- F. PROVIDE PROTECTION FOR ALL EXISTING BUILDING MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO ANY DEMOLITION OR CONSTRUCTION-RELATED INCIDENT PERFORMED UNDER THIS CONTRACT.
- G. REPAIR OR REPLACE ANY WALLS, FLOORS, OR EQUIPMENT DAMAGED AS A RESULT OF DEMOLITION OR CONSTRUCTION TO MATCH EXISTING FINISH AND/OR CONDITION.
- H. VERIFY AND MAINTAIN THE LOCATION OF EXISTING POWER, COMMUNICATION AND DATA CABLES SO AS NOT TO INADVERTENTLY INTERRUPT THE CONTINUITY OF THEIR SERVICE.

Transmittal 001



Project Name: **Linn Mar – Excelsior Middle School – Track Renovation**
 Job Number: **14-028**
 Date: **January 16, 2015**
 To: **Linn Mar**
 Attention: **Rick Ironside**

3801 River Ridge Drive NE
 Cedar Rapids, IA 52402
 319.393.9334 P
 319.393.9331 F
 www.novakdesigngroup.com

Sent Via:	<input type="checkbox"/> U.S. Mail	The Following	<input type="checkbox"/> Payment Request
	<input type="checkbox"/> Fax.		<input checked="" type="checkbox"/> Change Order
	<input type="checkbox"/> Electronic Mail		<input type="checkbox"/> Specification
	<input type="checkbox"/> Drawings		<input type="checkbox"/> Shop Drawings
	<input checked="" type="checkbox"/> In Person		<input type="checkbox"/> Copy of Letter
We Transmit:	<input checked="" type="checkbox"/> Attached		<input type="checkbox"/> Diskette
	<input type="checkbox"/> Under Separate Cover		<input type="checkbox"/> Other
For Your:	<input type="checkbox"/> Approval		
	<input checked="" type="checkbox"/> File/Use		
	<input type="checkbox"/> Review and Comment		

Remarks:

- Forwarding for your signature AIA Document B105-2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, Linn Mar – Excelsior Middle School – Track Renovation. Please sign all three (3) copies. Return one signed copy to Novak Design Group and retain two copies for Linn Mar's project file.

From: **Gary M. Landhauser AIA**

Copy To:



Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand Fifteen.

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

BETWEEN the Owner:

(Name, legal status, address and other information)

Linn- Mar Community School District
2990 North 10th Street
Marion, IA 52302

and the Architect:

(Name, legal status, address and other information)

Novak Design Group, PLC
3801 River Ridge Drive NE
Cedar Rapids, IA 52402

for the following Project:

(Name, location and detailed description)

Linn Mar – Excelsior Middle School
Marion, IA
Track Renovation

The Owner and Architect agree as follows.

The Architect will assist the Owner in developing construction documents (plans and specifications), issue documents for competitive bid and construction observation services for the renovation of the existing track at Excelsior Middle School.

Preliminary Plans and Specifications will be developed for Owner Review and Approval prior to the Development of final Construction Documents. We will prepare a plan drawing representing the scope of work for track renovation using available aerial images as a background as drawings of existing track are not available. Additional drawings along with specifications will be developed as necessary to represent the full extent of the project. We will assist the Owner with a pre-bid meeting as well as Bid Opening and prepare Owner Contractor Contract for Construction. We will review pay applications from selected contractor and prepare a punch list at completion of the renovation work.

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.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

No Civil, Mechanical, Electrical or Plumbing services are included in the Architects proposed services.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

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 the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

On an hourly basis for services rendered with a not to exceed cost of Five Thousand Two Hundred Dollars (\$5,200).
(fee range \$4,770 - \$5,250 quoted)

Hourly Rates as follows:

Architect - \$135/hour
Intern Architect \$ 75/hour

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one half percent (1.5 %) per month , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

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

OWNER

(Signature)

Linn-Mar Community School District

(Printed name and title)

ARCHITECT



(Signature)

Gary M. Landhauser AIA, Principal,
Novak Design Group, PLC

(Printed name and title)

Additions and Deletions Report for **AIA® Document B105™ – 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 07:52:22 on 01/16/2015.

PAGE 1

AGREEMENT made as of the Sixteenth day of January in the year Two Thousand Fifteen.

...

Linn- Mar Community School District
2990 North 10th Street
Marion, IA 52302

...

Novak Design Group, PLC
3801 River Ridge Drive NE
Cedar Rapids, IA 52402

...

Linn Mar – Excelsior Middle School
Marion, IA
Track Renovation

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PAGE 2

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PAGE 3

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...

Linn-Mar Community School District

Gary M. Landhauser AIA, Principal,
Novak Design Group, PLC

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gary M Landhauser AIA, 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 07:52:22 on 01/16/2015 under Order No. 3835936625_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 B105™ – 2007, Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project, 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)



Inspire Learning. **Unlock Potential. Empower Achievement.**

Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
Student Achievement: <i>All action on teaching and learning will focus on empowering achievement at the highest level for each student.</i>	Learning Environments: <i>All buildings and facilities will support the learning and teaching needed to unlock the potential in each student.</i>	Staff Development: <i>All staff will learn, perform and lead in such a manner as to inspire learning for students.</i>	Community Engagement: <i>The entire school community will engage the families, residents and stakeholders for the purpose of increasing opportunities for students.</i>	Resources: <i>All resources, real and potential, will be planned, and allocated in the spirit of providing an exciting and secure future for the students and District.</i>

**LINN-MAR COMMUNITY SCHOOL DISTRICT
BOARD REGULAR SESSION MINUTES
 LRC BOARD ROOM
 JANUARY 12, 2015 @ 7:00 PM**

CALL TO ORDER AND DETERMINATION OF A QUORUM

The Linn-Mar Community School District Board of Directors regular session was called to order in the Board Room of the Learning Resource Center by President Tim Isenberg at 7:00 PM. Roll was taken and it was determined a quorum was present. Present: Isenberg, Buchholz, Gadelha, Hutcheson, Patterson, Stark, and Wilson. Administration present: Mulholland, Morrison, Halupnik, Jensen, Anderson, Christian, Ramos, and Ironside.

REVISION AND/OR ADOPTION OF THE AGENDA Motion 154-01-12

Motion by Hutcheson for the Board to accept the agenda as presented. Second by Patterson. Voice vote. Motion unanimously approved.

AUDIENCE COMMUNICATIONS

Tammy Northey (3035 Abbey Road) addressed the Board with a concern for High School students living on 29th Street. Northey asked the Board to consider bussing these students and charging the parents a fee since the distance is less than three miles.

RESOLUTIONS, OPENING OF BIDS, AND PUBLIC HEARINGS

Public Hearing for Conveyance of Real Property

Exhibit 401.1

No comments were received during the public hearing on the conveyance of real property known as 3290 9th Street and 3295 8th Street, Marion, Iowa and legally described as: *Lot 9 and Lot 27, Linnwood Acres 3rd Addition to the City of Marion, Linn County, Iowa.*

RECOGNITIONS/PROCLAMATIONS

BOARD ANNOUNCEMENTS AND REPORTS

Policy Committee

The Policy Committee reviewed the 500 Series (*Policies 500 through 503.12; excluding Policies 503.7 and 503.11*) at their January 7th meeting. Minor changes will be presented for first reading later in the session.

ERMA Committee

Rick Ironside, Executive Director of Support Services, reported on the January 8th ERMA Committee meeting. Highlights included: 1) receipt of the second rebate for the High School south parking lot and 2) review of the Aquatic Center bills which reflected that natural gas usage was less than expected, but electricity use was more than anticipated. The committee will meet with the Weidt Group, KJWW, and Alliant Energy to review the systems.

Marion City Council

Patterson, Buchholz, and Wilson reported on the Marion City Council meetings held on December 18th and January 8th. Neither meeting focused on any items related to the District.

Career & Tech Ed Meeting

Wilson reported on the December 10th Career & Tech Ed meeting sharing that the discussion centered on remodeling updates.

INFORMATIONAL REPORTS

Technology Quarterly Report

Exhibit 701.1

Executive Director of Technology Jeri Ramos updated the Board on the Fall 2014 Technology initiatives as well as plans for Winter/Spring 2015. Some highlights from the fall were: 1) replacing the Barracuda web filter, 2) wireless access in the High School science rooms, and 3) upgrades to the Destiny Library System. Upcoming projects include updating the technology plan, Erate changes, phone system upgrades, and secure access to the LRC building.

2015-16 Calendar Update

Exhibit 702.1

Deputy Superintendent Dirk Halupnik reviewed the 2015-16 calendar that was Board approved in December and shared optional calendars that may be utilized if the District is not granted a waiver by the Department of Education on the school start date. Halupnik highlighted several educational reasons for the approved 2015-16 school calendar and discussed the negative impact that may occur if the waiver is not granted. The District is currently waiting on guidance from the Department of Education regarding the new process for requesting a waiver. The Board discussed ways to communicate with the legislature regarding this topic.

2014-15 Organizational Chart

Exhibit 703.1

Superintendent Katie Mulholland reviewed the District's organizational chart for 2014-15.

SUPERINTENDENT'S UPDATE

Superintendent's Update

Katie Mulholland, Superintendent, shared the *2014-15 Condition of the District* report, which is now available on the District's website. Dr. Jeff Gustason, High School Principal, provided the Board with an example of the new report cards that include the course map proficiency scores as well as the traditional letter grades. Mulholland shared weekly volunteer statistics including the following highlights: 1) many teachers in the District use four or more volunteers per week and 2) there are approximately 292 regular volunteers sharing their time with the District each week.

UNFINISHED BUSINESS

NEW BUSINESS

Gift to District: Aquatic Center **Motion 155-01-12**

Motion by Buchholz for the Board to approve a gift in the amount of \$5,000 towards the purchase of a record board for the Aquatic Center from the Thomas Belin Family. *Per Policy 802.7: Gifts, Grants, Bequests.* Second by Stark. Voice vote. Motion unanimously approved.

Motion by Patterson for the Board to approve the first reading of Board Policies Series 500: *Student Personnel (Policies 500 thru 503.12 excluding 503.7 and 503.11)*. Second by Gadelha. Voice vote. Motion unanimously approved.

500 SERIES - STUDENT PERSONNEL

Revised 1/15 **500 OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS**

501 STUDENT ATTENDANCE

Reviewed 1/15 501.1 Compulsory Attendance
 Reviewed 1/15 501.2 Entrance–Admissions
 Reviewed 1/15 501.3 Attendance Center Assignment
 Reviewed 1/15 501.4 Student Attendance Records
 Reviewed 1/15 501.5 Resident Students
 Reviewed 1/15 501.6 Nonresident Students
 Reviewed 1/15 501.7 Foreign Exchange Students
 Reviewed 1/15 501.9 Student Transfers In
 Reviewed 1/15 501.10 Student Transfers Out or Withdrawals
 Reviewed 1/15 501.11 Student Absences–Excused
 Reviewed 1/15 501.12 Truancy–Unexcused Absences
 Reviewed 1/15 501.13 Student Release During School Hours
 Reviewed 1/15 501.14 Students of Legal Age
 Reviewed 1/15 501.15 Homeless Children and Youth
 Revised 1/15 501.15-R Administrative Regulations Regarding Homeless Children and Youth

502 BEHAVIOR AND DISCIPLINE

Reviewed 1/15 502.1 Student Conduct
 Reviewed 1/15 502.1-R1 Administrative Regulations Regarding Student Conduct Procedures
 Reviewed 1/15 502.2 Expulsion
 Reviewed 1/15 502.2-R Administrative Regulations Regarding Student Expulsion Procedures
 Revised 1/15 502.3 Prohibition of Tobacco/Nicotine, Alcohol, Drugs
 Reviewed 1/15 502.3-R Administrative Regulations Regarding Enforcement of Prohibition of Tobacco/Nicotine, Alcohol, Drugs
 Reviewed 1/15 502.4 Search and Seizure
 Reviewed 1/15 502.4-R Administrative Regulations Regarding Search and Seizure
 Reviewed 1/15 502.4-E Search and Seizure Checklist
 Reviewed 1/15 502.5 Co- and Extra-Curricular Conduct Policy
 Reviewed 1/15 502.5-R1 Administrative Regulations Regarding Co- and Extra-Curricular Conduct for Students
 Reviewed 1/15 502.5-R2 Administrative Regulations Regarding Co- and Extra-Curricular Conduct Policy
 Revised 1/15 502.5-R3 Administrative Regulations Regarding Co- and Extra-Curricular Conduct Policy
 Reviewed 1/15 502.6 High School Academic Eligibility for Co- and Extra-Curricular Activities
 Reviewed 1/15 502.7 Corporal Punishment
 Reviewed 1/15 502.8 Weapons
 Revised 1/15 502.8-R Administrative Regulations Regarding Weapons
 Reviewed 1/15 502.9 Student Appearance
 Reviewed 1/15 502.10 Care of School Property/Vandalism
 Reviewed 1/15 502.11 Freedom of Expression
 Reviewed 1/15 502.12 Student Complaints and Grievances
 Reviewed 1/15 502.13 Student Lockers

503 STUDENT ACTIVITIES

Reviewed	1/15	503.1	Student Government
Reviewed	1/15	503.2	Student Organizations
Revised	1/15	503.3	Student Publications
Reviewed	1/15	503.3-R	Administrative Regulations Regarding Student Publications
Reviewed	1/15	503.4	Student Activity Program
Reviewed	1/15	503.5	Reserved Time for Non-School Student Activities
Reviewed	1/15	503.6	Attendance at Events Outside of School
Reviewed	1/15	503.8	Intramural Activities
Reviewed	1/15	503.10	Student Travel
Reviewed	1/15	503.12	Contests for Students and Honor Recognitions for Students

Resignation of Board Member Motion 157-01-12

Motion by Buchholz for the Board to approve the resignation of Board Member Ann Stark due to relocation. Second by Hutcheson. Voice vote. Motion unanimously approved.

Recognition of Outgoing Board Member

Exhibit 1004.1

Superintendent Katie Mulholland read a proclamation thanking Mrs. Ann Stark for over 12 years of service to the District. The proclamation highlighted many of the District's accomplishments during Stark's tenure on the Board.

Approval of Overnight Fieldtrip: Special Olympics Motion 158-01-12

Exhibit 1005.1

Motion by Buchholz for the Board to approve the overnight fieldtrip request for the Special Olympics Winter Sports Competition in Dubuque, Iowa, from January 12-14, 2015. Second by Patterson. Voice vote. Motion unanimously approved.

Approval of Overnight Fieldtrip: Robotics Motion 159-01-12

Exhibit 1006.1

Motion by Wilson for the Board to approve the overnight fieldtrip request for the Robotics Team to compete at the Fox Valley FIRST Tech Challenge Qualifier in Hortonville, Wisconsin from January 16-17, 2015. Second by Patterson. Voice vote. Motion unanimously approved.

Approval of Overnight Fieldtrip: Varsity Cheerleading Motion 160-01-12

Exhibit 1007.1

Motion by Patterson for the Board to approve the overnight fieldtrip request for the Varsity Cheerleading Squad to perform at the 2016 TaxSlayer Bowl in Jacksonville, Florida, from December 28, 2015 thru January 3, 2016. Second by Stark. Voice vote. Motion unanimously approved.

Contract for Replacement of High School Bleachers Motion 161-01-12

Exhibit 1008.1

Motion by Stark for the Board to approve the contract with DLR Group in the amount of \$9,500.00, for architectural services to prepare a bleacher replacement bid package for the High School. Second by Hutcheson. Voice vote. Motion unanimously approved.

Contract for Oak Ridge Windows/Flashing Motion 162-01-12

Exhibit 1009.1

Motion by Buchholz for the Board to approve the contract with Shive-Hattery for Phase 2 of the Oak Ridge building envelope repairs, which includes improvements to the windows/flashing for a total expense of \$20,800.00. Second by Patterson. Voice vote. Motion unanimously approved.

Contract for High School Roof Improvements Motion 163-01-12

Exhibit 1010.1

Motion by Buchholz for the Board to approve the contract with Shive-Hattery for the High School roof improvements for a total expense of \$20,500.00. Second by Patterson. Voice vote. Motion unanimously approved.

Contract for Excelsior Mechanical Room Piping Revisions **Motion 164-01-12** *Exhibit 1011.1*
 Motion by Patterson for the Board to approve the contract with AJ Associates for engineering services for the Excelsior mechanical room piping revisions, at a stipulated sum of \$7,500.00. Second by Buchholz. Voice vote. Motion unanimously approved.

Contract for Excelsior Gym Floor Renovation **Motion 165-01-12** *Exhibit 1012.1*
 Motion by Patterson for the Board to approve the contract with Novak Design Group for architectural services for the Excelsior gym floor renovations, at a cost not to exceed \$6,800.00. Second by Buchholz. Voice vote. Motion unanimously approved.

Resolution for Conveyance of Real Property **Motion 166-01-12** *Exhibit 1013.1*
 Motion by Buchholz for the Board to approve the resolution for conveyance of real property to the Community Baptist Church for \$220,000. Property described as 3290 9th Street and 3295 8th Street, Marion, Iowa and is legally described as Lot 9 and Lot 27, Linnwood Acres 3rd Addition to the City of Marion, Linn County, Iowa. Second by Hutcheson. Roll call vote with ayes received from: Isenberg, Buchholz, Gadelha, Hutcheson, Patterson, Stark, and Wilson. Motion unanimously approved.

Approval of Early Separation for Class of 2015 **Motion 167-01-12** *Walk-In Exhibit*
 Motion by Patterson for the Board to approve the 11 early separation requests as presented by the Human Resources Department. Second by Stark. Voice vote. Motion unanimously approved.

Certified Staff – Resignation – Early Separation

Name	Assignment	Department Action	Reason
Nelson, Sondra	BW – 2 nd Gr	January 12, 2015	Early Sep
Flater, Susan	NE – 2 nd Gr	January, 12, 2015	Early Sep
Reck, Sally	IC – Teacher Librarian	January 12, 2015	Early Sep
Black-Primmer, Sherry	NE – Art	January 12, 2015	Early Sep
Hopkins, Kenneth	HS – Industrial Tech	January 12, 2015	Early Sep
Zigtema, Denae	HS – Counselor	January 12, 2015	Early Sep
Zmolek, Gloria	HS – Art	January 12, 2015	Early Sep
Tindal, Phyllis	HS – Special Education	January 12, 2015	Early Sep
Kelzenberg, Robert	HS – Special Education	January 12, 2015	Early Sep
Roach, Debra	IC – Art	January 12, 2015	Early Sep
Pillard, Susan	HS – Special Education	January 12, 2015	Early Sep

Open Enrollment Requests **Motion 168-01-12**

Motion by Patterson for the Board to approve the following Open Enrollment requests. Second by Buchholz. Voice vote. Motion unanimously approved.

Open Enrolled IN

Name	Grade	Resident District	Reason
Bunkers, Rosalynn	K	Marion	Good Cause
Mulderig, Zoey	10 th	Marion	Good Cause
Walden, Alexis	11 th	Cedar Rapids	Good Cause

Open Enrolled OUT

Name	Grade	Receiving District	Reason
Davis, Timothy	11 th	Alburnett	Good Cause

CONSENT AGENDA Motion 169-01-12

Motion by Stark for the Board to approve the Consent Agenda as presented. Second by Patterson. Voice vote. Motion unanimously approved.

Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept. Action	Salary Placement
Snead, Chelsi	HS – From 1.0 to .67 FTE Health/PE Teacher	January 6, 2015	Same

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept. Action	Salary Placement
Anders, Jacklen	NS General Help	December 17, 2014	PTNS Step 1
Busenbark, Joyce	From District Sub Custodian to Echo Hill Custodian	December 22, 2014	Same
Elgin, Sam	LG – Student Support Associate – From 4 to 6 hrs/day	January 7, 2015	Same
Name	Assignment	Dept. Action	Salary Placement
Randklev, Linda	TR – From Reg. Sub Driver to Bus Driver	December 8, 2014	Step 1
Sheehan, Kimberly	WE – Paraprofessional	January 6, 2015	V, Step 6

Classified Staff: Resignation

Name	Assignment	Dept. Action	Reason
Cain, Marcus	HS – Student Support Associate	January 16, 2015	Personal
Thomas, Jerene	TR – Bus Driver	December 17, 2014	Retirement
Vogel, Caleb	O&M – Summer Help	November 27, 2014	Position Ended

Extra-Curricular Positions: Assignment/Reassignment/Transfer

Name	Assignment	Dept. Action	Salary Placement
Blakely, Karla	EC – HS Student Council Sponsor	January 1, 2015	Schedule H, Category B
Printy, Jeff	HS – Assistant Varsity Girls Basketball Coach	January 1, 2015	\$3,000 – paid from coach acct.

Extra-Curricular Positions: Resignation

Name	Assignment	Dept. Action	Reason
Brady, Christina	EC – HS Student Council Sponsor	January 1, 2015	Personal

Approval of Minutes from December 8, 2015

Exhibit 1102.1

Approval of Bills

Exhibit 1103.1

Approval of Contracts (For student confidentiality, no exhibits provided)

- Interagency Agreements for Special Education:
- Cedar Rapids (3 agreements)
- Central City (1 agreement)
- Clayton Ridge (1 agreement)
- College Community (1 agreement)
- Dubuque (1 agreement)

Board Information*Exhibit 1105.1*

- 1) School Finance Reports and Cash Balance Reports as of 11/30/2013
- 2) School Finance Reports and Cash Balance Reports as of 11/30/2014

Items Removed from the Consent Agenda for Separate Action: No items removed.

COMMUNICATIONS, ANNOUNCEMENTS, AND TRANSMITTALSCommunications

- Todd Goddell was elected State Cross Country Coach of the Year.
- Gateway to Technology went very well.
- Opening on Legislative Committee due to Stark's resignation.

Calendar

Date	Time	Event	Location
January 14 th	4:30 PM	Special Education Advisory	LRC Conf Rm 304/305
January 19 th	5:00 PM	Policy Committee	LRC Main Conf Rm
January 20 th	11:45 AM	Executive Committee	LRC Office Conf Rm
January 21 st	4:00 PM	Health & Human Development	LRC Board Room
January 24 th	8:30 AM	Coffee Conversation	Oak Ridge MS
January 26 th	5:00 PM 7:00 PM	Board Work Session Board Regular Session	LRC Board Room
January 28 th	7:00 AM	Board Visit: Excelsior	Excelsior MS
Date	Time	Event	Location
February 2 nd	5:30 PM	Construction Advisory	LRC Board Room
February 3 rd	7:30 AM	Finance/Audit Committee	LRC Office Conf Rm
February 3 rd	11:45 AM	Executive Committee	LRC Office Conf Rm
February 3 rd	5:30 PM	Technology Advisory	LRC
February 4 th	4:00 PM	Equity Committee	LRC Board Room
February 9 th	5:00 PM 7:00 PM	Board Work Session Board Regular Session	LRC Board Room
February 12 th	9:00 AM	ERMA Committee	LRC
February 16 th	5:00 PM	Policy Committee	LRC Office Conf Rm
February 17 th	11:45 AM	Executive Committee	LRC Office Conf Rm
February 18 th	7:30 AM	Board Visit: COMPASS	LRC – Compass
February 21 st	8:30 AM	Coffee Conversations	Aquatic Center
February 23 rd	5:00 PM 7:00 PM	Board Work Session Board Regular Session	LRC Board Room
Date	Time	Event	Location
March 3 rd	7:30 AM	Finance/Audit Committee	LRC Office Conf Rm
March 3 rd	11:45 AM	Executive Committee	LRC Office Conf Rm
March 5 th	5:30 PM	Marion City Council	Marion City Hall
March 6 th	7:00 AM	Board Visit: Wilkins	Wilkins Elementary
March 9 th	5:00 PM 7:00 PM	Board Work Session Board Regular Session	LRC Board Room
March 11 th	4:30 PM	Special Education Advisory	LRC Conf Rm 304/305
March 16 th -20 th		Spring Break	
March 19 th	5:30 PM	Marion City Council	Marion City Hall
March 30 th	5:00 PM	Policy Committee	LRC Office Conf Rm

Committees

Committee	Participants
Executive Committee	Tim Isenberg, Barry Buchholz, Katie Mulholland
Finance/Audit Committee	Barry Buchholz, Todd Hutcheson, Elizabeth Wilson, Angie Morrison, JT Anderson, Katie Mulholland
Policy Committee	Rene Gadelha, Tina Patterson, Katie Mulholland
Career & Technical Education	Elizabeth Wilson, Dirk Halupnik
Construction Advisory Council	Barry Buchholz, Rick Ironside, Katie Mulholland
ERMA (Energy Efficiency)	Todd Hutcheson, Rick Ironside
Equity Advisory	Tina Patterson, Dirk Halupnik, Jeri Ramos
Health & Human Development	Ann Stark, Julie Jensen
Legislative	Tina Patterson, Katie Mulholland
Linn-Mar Foundation	Katie Mulholland
School Improvement Advisory	Rene Gadelha, Dirk Halupnik
Special Education Advisory	Tina Patterson, Elizabeth Wilson, Julie Jensen
Technology Advisory	Tim Isenberg, Jeri Ramos

ADJOURNMENT Motion 170-01-12

Motion by Stark for the Board to adjourn at 8:20 PM. Second by Patterson. Voice vote. Motion unanimously approved.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

*Minutes respectfully submitted by:
Angie Morrison, Board Secretary
January 12, 2015*

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 01/09/2015 - 01/22/2015

Fiscal Year: 2014-2015

Vendor Name	Description	Check Total
Fund: Aquatic Center		
BIELEFELD WENDY	TRAVEL	\$46.80
DUBUQUE AREA SWIMMIN' HURRICANES	GENERAL SUPPLIES	\$583.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,982.98
GARMENT DESIGN	GENERAL SUPPLIES	\$229.90
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$53.25
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$227.63
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$53.25
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$227.63
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX	\$153.25
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$262.54
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$394.03
ISI SWIMMING INC	GENERAL SUPPLIES	\$1,290.00
SPLASH MULTISPORT	GENERAL SUPPLIES	\$312.00
TREASURER ST OF IA	STATE INCOME TAX	\$66.85
WSAC	GENERAL SUPPLIES	\$236.00
Fund Total:		\$7,119.11
Fund: GENERAL		
A-1 DISPOSAL SERVICE, INC	GARBAGE COLLECTION	\$3,547.00
ACE HARDWARE-1062A	GENERAL SUPPLIES	\$1.99
ACE HARDWARE-1062A	MAINTENANCE SUPPLIES	\$65.85
AIRFX TRAMPOLINE PARK	INSTRUCTIONAL SUPPLIES	\$380.00
ANDERSON, JT	TRAVEL	\$87.75
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$3,740.00
BARNES & NOBLE	GENERAL SUPPLIES	\$125.23
BARTA BOB	OFFICIAL/JUDGE	\$55.00
BENEFITFOCUS.COM, INC.	OTHER PROFESSIONAL	\$250.00
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	\$108.42
BP	GASOLINE	\$64.94
BRECKE	SERVICE AGREEMENTS	\$1,450.00
BROOMHEAD YVETTE	TRAVEL	\$9.13
BROWN PHILIP	TRAVEL	\$2.57
C.R. GLASS CO	MAINTENANCE SUPPLIES	\$896.00
CALCARA MARILYN	TRAVEL	\$24.32
CAMPBELL SUPPLY	MAINTENANCE SUPPLIES	\$71.92
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$11,566.83
CARLY HUHN	TRAVEL	\$90.48
CARQUEST AUTO PARTS	REPAIR PARTS	\$255.86
CARQUEST AUTO PARTS	TRANSP. PARTS	\$908.01
CEDAR RAPIDS COMM SCH DIST	TUITION OPEN ENROLL	\$178,236.49
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,072.15
CENTURYLINK	TELEPHONE	\$2,033.95
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$2,365.73
CITY TREASURER'S OFFICE	INSTRUCTIONAL SUPPLIES	\$150.00
CLASSROOM DIRECT	INSTRUCTIONAL SUPPLIES	\$486.62

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

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Vendor Name	Description	Check Total
COLLECTION	EE LIAB-GARNISHMENTS	\$1,350.79
COLLEGE COMMUNITY SCHOOLS	INSTRUCTIONAL SUPPLIES	\$98.00
COLTON KRISTI	TRAVEL	\$13.42
COMMUNICATIONS ENGINEERING CO	REPAIR/MAINT SERVICE	\$1,094.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$25.00
COMMUNITY THERAPY ASSOCIATES, INC	INSTRUCTIONAL SUPPLIES	\$120.95
CONNERLY DEBRA	TRAVEL	\$5.19
COOKSLEY DAWN	TRAVEL	\$15.60
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$2,250.81
CR/LC SOLID WASTE AGENCY	GARBAGE COLLECTION	\$311.55
CRESCENT ELECTRIC	MAINTENANCE SUPPLIES	\$536.99
CRISIS PREVENTION INSTITUTE INC	GENERAL SUPPLIES	\$517.50
CROELL REDI-MIX INC	GROUNDS UPKEEP	\$498.00
CULLIGAN	SERVICE AGREEMENTS	\$768.35
DECKER EQUIPMENT	INSTRUCTIONAL SUPPLIES	\$404.40
DEKE SONNY	OFFICIAL/JUDGE	\$55.00
DENNIS COMPANY	MAINTENANCE SUPPLIES	\$491.94
DVORAK JOHN	OFFICIAL/JUDGE	\$55.00
ECRA GROUP INCORPORATED	OTHER PROFESSIONAL	\$1,116.27
EPS LITERACY & INTERVENTION	INSTRUCTIONAL SUPPLIES	\$153.34
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$40.53
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,354,084.82
FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$1.13
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$3,858.76
FUTURE LINE	REPAIR PARTS	\$2,687.32
GETZ, KRISTIN	MISC REVENUE	\$3.00
GRAINGER	MAINTENANCE SUPPLIES	\$695.11
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$860.00
GRIMM NORM	TRAVEL	\$25.19
HALVERSON GINGER	TRAVEL	\$94.77
HALVORSON BUILDING SOLUTIONS	REPAIR/MAINT SERVICE	\$319.00
HANCOCK FABRICS-8020	INSTRUCTIONAL SUPPLIES	\$143.85
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$25,155.00
HANDS UP COMMUNICATIONS	GENERAL SUPPLIES	\$36.00
HANSON, MEGAN	TRAVEL	\$41.42
HEINEMANN-GREENWOOD PUBLISHING	INSTRUCTIONAL SUPPLIES	\$33.50
HICKS KRISTI	TRAVEL	\$62.24
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$1,118.66
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$1,011.31
IASB	OTHER PROFESSIONAL	\$300.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$5,570.67
ING	EE LIAB-403 (B)	\$5,721.81
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$49,803.42
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$212,952.91
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$49,803.42

Linn-Mar Community School District

IA - Warrants Paid Listing

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Date Range: 01/09/2015 - 01/22/2015

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Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$212,952.91
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX	\$365,330.03
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$210.00
INTERSTATE ALL BATTERY CENTER	TRANSP. PARTS	\$677.70
INVOLTA	OTHER TECH SER	\$350.00
IOWA CHORAL DIRECTORS ASSN.	INSTRUCTIONAL SUPPLIES	\$84.00
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$121,555.12
IOWA DIVISION OF LABOR	SERVICE AGREEMENTS	\$325.00
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$864.76
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$240,953.49
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$361,632.58
IOWA SHARES	EE LIAB-CHARITY	\$28.00
IOWA SOLUTIONS	SERVICE AGREEMENTS	\$1,414.76
ISFIS	OTHER PROFESSIONAL	\$361.50
JENSEN JULIE	TRAVEL	\$147.69
JESSEN ALICIA	TRAVEL	\$13.42
JOHN DEERE FINANCIAL	MAINTENANCE SUPPLIES	\$31.06
JOHNSON,TIMMONS SHERRY	MISC REVENUE	\$12.00
KELLEY, DOUG	OFFICIAL/JUDGE	\$55.00
KESL CAROL	TRAVEL	\$21.37
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$6,786.00
KOENEN KARLA	TRAVEL	\$10.76
KONE INC	SERVICE AGREEMENTS	\$6,960.00
KOOLBECK, MIKE	OFFICIAL/JUDGE	\$55.00
L.L. PELLING CO	GROUNDS UPKEEP	\$134.48
LAKEMARY CENTER INC	TUITION IN STATE	\$3,020.92
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$36.96
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$3,548.41
LASER RESOURCES, LLC	INSTRUCTIONAL SUPPLIES	\$3,173.93
LINN COUNTY REC	ELECTRICITY	\$23,637.02
LMEA	EE LIAB-UNION DUES	\$12,861.24
LONG RANDY	OFFICIAL/JUDGE	\$55.00
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$160.50
LYTLE PATRICIA	MISC REVENUE	\$10.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,357.25
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$10,887.55
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	\$104.00
MAKE MUSIC INC	INSTRUCTIONAL SUPPLIES	\$140.00
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$463,917.34
MARION IRON CO.	MAINTENANCE SUPPLIES	\$105.92
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$1,030.68
MARION POLICE	SERVICE AGREEMENTS	\$903.00
MATHESON-LINDWELD	MAINTENANCE SUPPLIES	\$82.14
MCDONALD CJ	TRAVEL	\$16.58
MCM ELECTRONICS	MAINTENANCE SUPPLIES	\$534.00

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Vendor Name	Description	Check Total
McSWEENEY, CHRISTINE	TRAVEL	\$108.93
MENARDS -13127	GENERAL SUPPLIES	\$49.27
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$13,175.87
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$355,152.46
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$18,125.46
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$20,382.00
MID AMERICAN ENERGY	NATURAL GAS	\$9,215.64
MID-STATE DISTRIBUTING	MAINTENANCE SUPPLIES	\$27.70
MIDWEST ALARM SERVICES	SERVICE AGREEMENTS	\$427.80
MIDWEST COMPUTER PRODUCTS	GENERAL SUPPLIES	\$801.60
MIDWEST COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	\$8,656.63
MIDWEST COMPUTER PRODUCTS	LIBRARY BOOKS	\$1,165.76
MILES CONSULTING INC	OTHER PROFESSIONAL	\$1,000.00
MORRISON DALE	OFFICIAL/JUDGE	\$55.00
MOVIE LICENSING USA	INSTRUCTIONAL SUPPLIES	\$368.00
MUTUAL WHEEL CO	EQUIPMENT REPAIR	\$88.98
MYERS, AMY	MISC REVENUE	\$6.00
NANCY BRIGHT	OTHER PROFESSIONAL	\$400.00
NASCO	INSTRUCTIONAL SUPPLIES	\$500.00
NATIONAL AUTISM RESOURCES, INC	INSTRUCTIONAL SUPPLIES	\$28.94
NATIONAL SAM INNOVATION PROJECT	PROF SERV: EDUCATION	\$8,970.00
NETWORK COMPUTER SOLUTIONS E.IA	TECH REPAIRS	\$553.00
ORIENTAL TRADING CO	INSTRUCTIONAL SUPPLIES	\$215.49
ORKIN PEST CONTROL	SERVICE AGREEMENTS	\$290.00
PATRICK TROY	OFFICIAL/JUDGE	\$55.00
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$211.74
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$209.63
PET'S PLAYHOUSE	INSTRUCTIONAL SUPPLIES	\$34.14
PICKENS BARNES & ABERNATHY	LEGAL SERVICES	\$280.00
PIZZA RANCH	INSTRUCTIONAL SUPPLIES	\$96.00
PLUMB SUPPLY CO.	REPAIR PARTS	\$108.38
POOL TECH MIDWEST INC	CHEMICALS	\$130.00
PRADEEP, BALARAMAN	MISC REVENUE	\$8.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,383.24
QUILL CORPORATION	GENERAL SUPPLIES	\$87.79
QUINN STORAGE	FACILITY RENTAL	\$75.00
RABEY TODD	OFFICIAL/JUDGE	\$55.00
ROCHESTER ARMORED CAR CO INC	OTHER PROFESSIONAL	\$482.56
SCHIMBERG	REPAIR PARTS	\$11.91
SCHOLASTIC BOOK CLUBS	INSTRUCTIONAL SUPPLIES	\$106.55
SCHOOL BUS SALES	GROUPS UPKEEP	\$322.12
SCHOOL BUS SALES	TRANSP. PARTS	\$3,932.61
SCHOOL BUS SALES	VEHICLE REPAIR	\$347.38
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$140.40
SCHUMACHER CHAD	TRAVEL	\$110.76

Linn-Mar Community School District

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Vendor Name	Description	Check Total
SEIU LOCAL 199	EE LIAB-UNION DUES	\$661.32
SHORTER MARGARET	TRAVEL	\$33.31
SHRED-IT DES MOINES	GENERAL SUPPLIES	\$46.65
SIGN LANGUAGE	INSTRUCTIONAL SUPPLIES	\$75.38
SMITH BRANDON	OFFICIAL/JUDGE	\$65.00
SOUND CONCEPTS INC	EQUIPMENT REPAIR	\$92.45
ST4 LEARNING INC	INSTRUCTIONAL SUPPLIES	\$279.00
STANDARD BEARINGS	REPAIR PARTS	\$215.33
STAR EQUIPMENT LTD	REPAIR PARTS	\$237.10
STATE HYGIENIC LABORATORY	MAINTENANCE SUPPLIES	\$12.50
STODDARD, NICOLE	MISC REVENUE	\$5.00
SUESS WYATT	TRAVEL	\$4.13
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,115.00
TERRELL DAN	TRAVEL	\$9.36
THERAPY SHOPPE INC	INSTRUCTIONAL SUPPLIES	\$36.48
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$2,639.20
TREASURER ST OF IA	STATE INCOME TAX	\$156,972.09
TRIER KELLY	TRAVEL	\$287.66
U.S. CELLULAR	TELEPHONE	\$1,001.92
U.S. GAMES	INSTRUCTIONAL SUPPLIES	\$899.15
UNITED REFRIGERATION	REPAIR PARTS	\$35.25
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$1,881.45
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$741.26
VAIL KATHERINE L.	TRAVEL	\$5.15
VALUE INSPIRED PRODUCTS/SERVICES	INSTRUCTIONAL SUPPLIES	\$1,948.40
VAN METER CO	REPAIR PARTS	\$2,556.92
VIETH KELLY	TRAVEL	\$42.86
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$51,552.40
WALMART	INSTRUCTIONAL SUPPLIES	\$161.61
WALSH DOOR & HARDWARE	REPAIR PARTS	\$325.00
WALTON DE MARRO	OFFICIAL/JUDGE	\$55.00
WARTBURG COLLEGE	INSTRUCTIONAL SUPPLIES	\$49.50
WELCOA	OTHER PROFESSIONAL	\$395.00
WELLMARK	OTHER PROFESSIONAL	\$1,080.00
WENDLING QUARRIES	GROUNDS UPKEEP	\$48.60
WEST MUSIC CO	EQUIPMENT REPAIR	\$494.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$2,304.49
WHEATON RENEE	TEXTBOOKS	\$137.49
WHITE, TRACINDA	MISC REVENUE	\$4.00
YANECEK DOUG	OFFICIAL/JUDGE	\$110.00
ZIMMERMAN JESSICA	TRAVEL	\$11.31

Fund Total: \$5,461,481.71

Fund: NUTRITION SERVICES

CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$1,165.21
DAME, FRED	DEFERRED REVENUE	\$53.90

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Vendor Name	Description	Check Total
EARTHGRAINS	PURCHASE FOOD	\$3,023.97
EMS DETERGENT SERVICES	CLEANING PRODUCTS	\$1,348.85
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$41,262.01
HUMITECH OF IOWA INC	REPAIR/MAINT SERVICE	\$138.00
ING	EE LIAB-403 (B)	\$4,040.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$879.52
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$3,760.82
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$879.52
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$3,760.82
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX	\$4,931.92
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$7,413.63
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$11,126.63
KNIGHT SUSAN	TRAVEL	\$14.98
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$140.25
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$187.66
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$143.09
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$11,744.63
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$812.04
NOTH RUTH	TRAVEL	\$7.96
OFFICE EXPRESS	GENERAL SUPPLIES	\$192.19
SANDERS, NICKI	DEFERRED REVENUE	\$50.00
SMITH, BETH	DEFERRED REVENUE	\$53.55
SUMMIT COMPANIES	EQUIPMENT REPAIR	\$778.75
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$103.30
TREASURER ST OF IA	STATE INCOME TAX	\$1,845.95
U.S. DEPARTMENT OF TREASURY--FMS	EE LIAB-GARNISHMENTS	\$95.35
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$50.00
YODFAT, INBAR	DEFERRED REVENUE	\$9.45

Fund Total: \$100,013.95

Fund: PHY PLANT & EQ LEVY

COMBUSTION CONTROL CO	EQUIPMENT REPAIR	\$2,979.50
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$4,525.00
DRYSPACE INC	CONSTRUCTION SERV	\$10,061.69
LADCO	EQUIPMENT REPAIR	\$789.05
OVERHEAD DOOR CO	CONSTRUCTION SERV	\$1,858.48
RATHJE CONST	OTHER PURCH PROP SER	\$2,719.20

Fund Total: \$22,932.92

Fund: Pool 10 Million Issue and 2013 10M Issue

CONLON CONSTRUCTION CO.	CONSTRUCTION SERV	\$39,418.19
DLR GROUP INC	ARCHITECT	\$7,184.52
DLR GROUP INC	CONSTRUCTION SERV	\$231,609.21
GARLING CONSTRUCTION	CONSTRUCTION SERV	\$25,705.10
KLEIMAN CONSTRUCTION, INC.	CONSTRUCTION SERV	\$401,294.85
MEDIAQUEST SIGNS	EQUIPMENT >\$1999	\$1,618.05
SHIVE-HATTERY INC.	ARCHITECT	\$240.00

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Vendor Name	Description	Check Total
SOIL-TEK	CONSTRUCTION SERV	\$275.00
Fund Total:		\$707,344.92
Fund: PUB ED & REC LEVY		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,444.26
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$28.90
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$123.58
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$28.90
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$123.58
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX	\$187.16
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$135.61
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$203.53
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$6.74
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$22.44
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$401.50
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$18.18
TERRACON CONSULTANTS INC	CONSTRUCTION SERV	\$1,850.00
TREASURER ST OF IA	STATE INCOME TAX	\$78.21
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$22.50
Fund Total:		\$4,677.59
Fund: STUDENT ACTIVITY		
AMBROSY TODD	OFFICIAL/JUDGE	\$55.00
BADER MATTHEW	OFFICIAL/JUDGE	\$55.00
BEBOUT STEVE	OFFICIAL/JUDGE	\$90.00
BRANDT BLAKE	OFFICIAL/JUDGE	\$55.00
BRANDT JAY	OFFICIAL/JUDGE	\$55.00
BURESH RENTAL	INSTRUCTIONAL SUPPLIES	\$69.00
CARTER JULIUS	INSTRUCTIONAL SUPPLIES	\$575.00
CEDAR RAPIDS ATHLETIC OFFICIALS	INSTRUCTIONAL SUPPLIES	\$125.00
CEDAR VALLEY WORLD TRAVEL	TRAVEL	\$5,600.00
CLINTON COMM. SCHOOL DISTRICT	DUES AND FEES	\$100.00
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$105.00
COOPER JOHN	OFFICIAL/JUDGE	\$165.00
CORPORON, MAX	INSTRUCTIONAL SUPPLIES	\$65.00
CROWN TROPHY	INSTRUCTIONAL SUPPLIES	\$20.00
DEAN SORENSON ENTERPRISES	INSTRUCTIONAL SUPPLIES	\$750.00
DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES	\$66.00
DEKE SONNY	OFFICIAL/JUDGE	\$50.00
ESTHERVILLE, HOTEL AND SUITES	TRAVEL	\$905.20
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,259.23
FEDEX	INSTRUCTIONAL SUPPLIES	\$15.60
FICK, BARB	INSTRUCTIONAL SUPPLIES	\$200.00
FLOOD KEVIN	OFFICIAL/JUDGE	\$165.00
FONTENUT JOSEPH	OFFICIAL/JUDGE	\$160.00
FORSBERG SCOTT	OFFICIAL/JUDGE	\$131.40

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Vendor Name	Description	Check Total
FRANCOIS STEVE	OFFICIAL/JUDGE	\$187.60
FRIDAY MATT	OFFICIAL/JUDGE	\$100.00
FRUEHLING SCOTT	OFFICIAL/JUDGE	\$55.00
FULLER, TRAVIS	OFFICIAL/JUDGE	\$55.00
GAIL MCINNIS PRODUCTIONS	INSTRUCTIONAL SUPPLIES	\$2,581.73
GARMENT DESIGN	INSTRUCTIONAL SUPPLIES	\$4,352.23
GREAT AMERICAN OPPORTUNITIES, INC	INSTRUCTIONAL SUPPLIES	\$47.85
GREVE MARK	OFFICIAL/JUDGE	\$50.00
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$536.70
GROUP TRAVEL PLANNERS	TRAVEL	\$3,400.00
H & B SPECIALIZED PRODUCTS, INC	INSTRUCTIONAL SUPPLIES	\$783.00
HANSEN STEVEN	OFFICIAL/JUDGE	\$90.00
HELLE, SUE	INSTRUCTIONAL SUPPLIES	\$24.00
HELMER-RIENSCHKE, CHERI	INSTRUCTIONAL SUPPLIES	\$793.40
HEYING KENNETH	OFFICIAL/JUDGE	\$55.00
HILL ROD	OFFICIAL/JUDGE	\$133.70
HUK RUBBER STAMP CO.	INSTRUCTIONAL SUPPLIES	\$2,025.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$1,065.39
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$54.38
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$232.58
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$54.38
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$232.58
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX	\$215.92
IOWA HIGH SCHOOL ATHLETIC ASSOC	INSTRUCTIONAL SUPPLIES	\$240.00
IOWA HIGH SCHOOL SPEECH ASSOC	INSTRUCTIONAL SUPPLIES	\$264.00
IOWA HS ATHLETIC DIR ASSOC	DUES AND FEES	\$170.00
IOWA HS BASEBALL COACHES ASSN	DUES AND FEES	\$30.00
IOWA HS BASEBALL COACHES ASSN	INSTRUCTIONAL SUPPLIES	\$115.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$104.56
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$156.91
JACOBSEN VICKI	INSTRUCTIONAL SUPPLIES	\$670.20
JEFFRY DOWNING	OFFICIAL/JUDGE	\$55.00
KIDD, LOVAR	INSTRUCTIONAL SUPPLIES	\$600.00
KLAHN, SCOTT	INSTRUCTIONAL SUPPLIES	\$10.00
KOLLER MICHELLE	OFFICIAL/JUDGE	\$108.92
LEVEL 10	INSTRUCTIONAL SUPPLIES	\$130.00
MAHMENS SCOTT	TRAVEL	\$50.70
MAINE SCOTT	OFFICIAL/JUDGE	\$136.00
MAJOR COURTNEY	OFFICIAL/JUDGE	\$55.00
MAJOR RONALD	OFFICIAL/JUDGE	\$55.00
MATHCOUNTS REGISTRATION	INSTRUCTIONAL SUPPLIES	\$60.00
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$57.27
MEDICAL SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$49.64
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$312.02
MINN-TEX CITRUS	INSTRUCTIONAL SUPPLIES	\$1,280.90

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 01/09/2015 - 01/22/2015

Fiscal Year: 2014-2015

Vendor Name	Description	Check Total
MORRISON DALE	OFFICIAL/JUDGE	\$55.00
OSWALD JOEL	OFFICIAL/JUDGE	\$136.00
PETERSON PETE	OFFICIAL/JUDGE	\$90.00
PHILGREEN DUANE	INSTRUCTIONAL SUPPLIES	\$627.30
PORT'O'JONNY	INSTRUCTIONAL SUPPLIES	\$98.00
REMINGTON SHANE	OFFICIAL/JUDGE	\$90.00
ROBERTS MIKE	OFFICIAL/JUDGE	\$90.00
SMITH ROBERT JR.	OFFICIAL/JUDGE	\$119.90
SPLASH MULTISPORT	INSTRUCTIONAL SUPPLIES	\$1,938.70
STAHL RICK	OFFICIAL/JUDGE	\$160.00
STAMY DAVID	OFFICIAL/JUDGE	\$90.00
THUL DAVID	OFFICIAL/JUDGE	\$105.00
TIEDE, DAVID	INSTRUCTIONAL SUPPLIES	\$150.00
TRACKWRESTLING.COM	INSTRUCTIONAL SUPPLIES	\$102.50
TREASURER ST OF IA	STATE INCOME TAX	\$119.71
UNGS KELLY	OFFICIAL/JUDGE	\$140.00
VAN ARSDALE STACEY	OFFICIAL/JUDGE	\$90.00
WILLIAMSON ROB	OFFICIAL/JUDGE	\$206.00
WINTER JERRY	OFFICIAL/JUDGE	\$50.00
WOLF, PAUL	INSTRUCTIONAL SUPPLIES	\$130.00
YANECEK DOUG	OFFICIAL/JUDGE	\$55.00
YOUNGBLUT DEAN	OFFICIAL/JUDGE	\$178.40
Fund Total:		\$39,494.50
Grand Total:		\$6,343,064.70

End of Report

School Finance Report December 31, 2013

50% of the School Year Complete

	Current Budget	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)	% Exp Last Month (Budget)	% Exp (Revenues)	% Exp Last Month (Revenues)	Balance (Budget)	Balance (Revenues)
1) Instructional (1000-1999)	\$48,323,345		\$3,785,836	\$4,196,877	\$17,271,040	35.7%	8.7%			\$31,052,305	
2) Support Services(2000-2999)	\$22,547,755		\$1,671,804	\$1,609,827	\$9,587,029	42.5%	7.1%			\$12,960,726	
3) Non-Instructional(3000-3999)	\$3,374,761		\$250,558	\$296,756	\$1,233,920	36.6%	8.8%			\$2,140,841	
4) Other Expenditures((4000-5299)	\$26,080,760		\$1,054,502	\$1,882,831	\$12,660,508	48.5%	7.2%			\$13,420,252	
										\$5,608,536	
Total	\$100,326,621		\$ 6,762,700	\$ 7,986,290	\$ 40,752,497	40.6%	8.0%			\$65,182,660	
Transfers out	\$5,608,536		\$ 492,461	\$ 492,461	\$ 7,004,102						
Operating Fund	\$70,279,498	\$29,659,060	\$5,576,892	\$5,802,676	\$25,528,850	36.3%	8.3%	86%	20%	44,750,648	4,130,210
PPEL	\$3,210,000	\$1,615,038	\$26,647	\$32,561	\$1,748,205	54.5%	1.0%	108%	2%	1,461,795	(133,168)
Management	\$1,040,861	\$657,956	\$350	\$7,767	\$1,205,013	115.8%	0.7%	183%	1%	(164,152)	(547,056)
Activity	\$1,400,000	\$761,221	\$72,512	\$165,475	\$636,756	45.5%	11.8%	84%	22%	763,244	124,464
Nutrition	\$3,256,000	\$1,357,780	\$252,634	\$296,975	\$1,148,778	35.3%	9.1%	85%	22%	2,107,222	209,002
SAVE	\$3,685,000	\$2,275,597	\$27,561	\$10,648	\$404,453	11.0%	0.0%	0%	0%	3,280,547	1,871,144
Debt Service	\$9,081,262	\$4,946,367	\$157,096	\$636,271	\$4,400,277	48.5%	0.0%	0%	0%	4,680,985	546,090
Other Capitol Projects	\$8,000,000	\$3,994,825	\$637,946	\$1,031,517	\$5,631,629	70.4%	0.0%	0%	0%	2,368,371	(1,636,804)
PERL	\$374,000	\$125,633	\$11,061	\$2,401	\$48,536	13.0%	0.0%	0%	0%	325,464	77,097
Total	\$100,326,621	\$45,393,477	\$6,762,700	\$7,986,290	\$40,752,497	40.6%	8.0%	90%	18%	59,574,124	4,640,979
Bond payment transfer	\$5,608,536	\$3,991,244	\$492,461	\$492,461	\$7,004,102	0.0%	0.0%	0%	0%	(1,395,566)	(3,012,858)

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2013-2014

Date Range: 12/01/2013 - 12/31/2013

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	16,145,701.87	5,130,025.24	5,514,775.11	15,760,952.00
10.0003.0000.000.0000.101000	CASH IN BANK	0.00	0.50	0.50	0.00
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	8,944.55	8,944.55	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	697,115.20	76,516.34	90,071.95	683,559.59
22.0006.0000.000.0000.101000	CASH IN BANK	1,478,837.07	24,198.14	350.00	1,502,685.21
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	2,400.65	2,400.65	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	358,112.22	4,848.26	11,060.65	351,899.83
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	952,500.00	0.00	0.00	952,500.00
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111011	1.555 RESERVE CD	1,557,288.03	0.00	0.00	1,557,288.03
33.0000.0000.000.0000.111012	938,977 RESERVE CD	940,358.90	0.00	0.00	940,358.90
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	5,615,060.75	502,872.97	520,021.84	5,597,911.88
35.0003.0000.000.0000.101000	CASH IN BANK	1,347,146.80	117.18	637,946.43	709,317.55
36.0003.0000.000.0000.101000	CASH IN BANK	1,900,195.49	64,051.03	33,201.64	1,931,044.88
40.0003.0000.000.0000.101000	CASH IN BANK	3,342,703.51	568,149.16	157,096.25	3,753,756.42
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	140,793.22	140,793.22	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,278,573.37	315,917.63	318,288.66	1,276,202.34
		<u>38,465,396.33</u>	<u>6,838,834.87</u>	<u>7,434,951.45</u>	<u>37,869,279.75</u>

End of Report

School Finance Report December 31, 2014

50% of the School Year Complete

	Current Budget	Beginning Fund Balance(est)	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$51,750,000			\$3,831,467	\$4,492,243	\$17,582,121	34.0%		\$34,167,879		
2) Support Services(2000-2999)	\$23,266,000			\$1,935,488	\$1,728,128	\$10,663,811	45.8%		\$12,602,189		
3) Non-Instructional(3000-3999)	\$3,483,000			\$307,105	\$275,145	\$1,350,244	38.8%		\$2,132,756		
4) Other Expenditures((4000-5299)	\$25,310,943			\$914,609	\$1,600,573	\$11,093,936	34.7%	w/o transf	\$14,217,007		
Total	\$103,809,943			\$ 6,988,670	\$ 8,096,090	\$ 40,690,112	37.0%	w/o transf	\$63,119,831		
Interfund Transfers	\$14,058,094			\$ 376,261	\$ 376,261	\$ 2,315,660	16.5%		\$11,742,434		
Operating Fund-10	\$73,775,943	\$11,554,282	\$32,305,591	\$5,835,483	\$6,352,061	\$26,921,714	36.5%		46,854,229	5,383,877	16,938,159
PPEL-36	\$3,850,000	\$2,434,751	\$1,575,411	\$83,002	\$33,478	\$1,524,827	39.6%		2,325,173	50,584	2,485,335
Management-22	\$1,062,000	\$2,093,890	\$517,860	\$4	\$834	\$1,015,109	95.6%		46,891	(497,249)	1,596,641
Activity-21	\$1,400,000	\$573,221	\$744,876	\$86,213	\$88,403	\$567,786	40.6%		832,214	177,090	750,311
Nutrition-61	\$3,354,000	\$1,889,522	\$1,422,418	\$299,114	\$271,407	\$1,202,727	35.9%		2,151,273	219,690	2,109,212
SAVE-33	\$1,025,000	\$21,942,700	\$2,344,358	\$0	\$0	\$1,392,665	135.9%		(367,665)	951,693	22,894,393
Debt Service-40	\$9,360,000	\$3,477,311	\$4,350,587	\$154,597	\$515,634	\$4,563,183	48.8%		4,796,817	(212,596)	3,264,715
Other Capitol Projects-35	\$9,500,000	\$3,998,305	\$3,670,172	\$514,777	\$821,518	\$3,347,050	35.2%		6,152,950	323,122	4,321,427
PERL-24	\$433,000	\$417,428	\$123,596	\$2,638	\$4,678	\$89,282	20.6%		343,718	34,315	451,743
Aquatic Center-65	\$50,000	\$6,691	\$87,889	\$12,130	\$8,077	\$65,059	130.1%		(15,059)	22,831	29,522
Student Store-68		\$0	\$5,303	\$711	\$0	\$711				4,592	4,592
Total	\$103,809,943	\$48,388,101	\$47,148,061	\$6,988,670	\$8,096,090	\$40,690,112	39.2%		63,119,831	6,457,949	54,846,050
Interfund Transfers	\$14,058,094		\$2,315,660	\$376,261	\$376,261	\$2,315,660	0.0%		11,742,434		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2014-2015

Date Range: 12/01/2014 - 12/30/2014

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	17,522,617.96	4,599,687.58	5,759,322.40	16,362,983.14
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	0.00	2,373.20	(2,373.20)
21.0002.0000.000.0000.101000	CASH IN BANK	753,758.66	200,164.08	209,213.78	744,708.96
22.0006.0000.000.0000.101000	CASH IN BANK	1,595,000.17	1,428.97	4.40	1,596,424.74
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	0.00	2,827.59	(2,827.59)
24.0003.0000.000.0000.101000	CASH IN BANK	453,936.35	556.90	0.00	454,493.25
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	321,500.00	0.00	0.00	321,500.00
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111011	1.555 RESERVE CD	694,000.00	0.00	0.00	694,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	110,451.17	511,244.07	0.00	621,695.24
35.0003.0000.000.0000.101000	CASH IN BANK	4,814,424.55	0.00	514,777.28	4,299,647.27
36.0003.0000.000.0000.101000	CASH IN BANK	2,490,782.43	26,759.13	103,287.46	2,414,254.10
40.0003.0000.000.0000.101000	CASH IN BANK	3,036,537.82	5,941.96	154,597.08	2,887,882.70
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	0.00	148,581.66	(148,581.66)
61.0004.0000.000.0000.101000	CASH IN BANK	1,485,316.31	202,106.49	150,995.16	1,536,427.64
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	0.00	4,368.06	(4,368.06)
65.0002.0000.000.0000.101000	CASH IN BANK	16,749.13	24,910.50	7,937.10	33,722.53
68.0002.0000.000.0000.101000	CASH IN BANK	5,302.60	0.00	710.53	4,592.07
		37,096,461.07	5,572,799.68	7,058,995.70	35,610,265.05

End of Report