

Inspire Learning.
Unlock Potential.
Empower Achievement.

#### School Board Work Session Minutes May 6, 2019

#### 100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: AbouAssaly, Isenberg, Lausen, Mehaffey, Nelson, Wall, and Weaver.

#### 200: Adoption of the Agenda Motion 171.05.06

**MOTION** by Weaver to adopt the agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

#### 300: Work Session

#### 301: City of Marion Update – Exhibit 301.1

Mayor Nick AbouAssaly and City Manager Lon Pluckhahn shared an update on the City of Marion including information on business and residential growth and the residential development projects entitled, The Neighborhood at Indian Creek and Rookwood Estates.

#### 302: Enrollment Analysis – Exhibit 302.1

Rob Schwarz with RSP & Associates presented a five-year enrollment analysis that estimated:

- District increase of +750 students (1.5% to 2.5% growth per year)
- Elementary (K-4) increase of +450 students
- Middle School (5-8) increase of +120 students
- High School (9-12) increase of +170 students

Schwarz reported that the capacity issues at the elementary and middle school levels would be alleviated by the new intermediate buildings, but that Indian Creek Elementary and the high school continue to be over capacity. The enrollment analysis also clarified that the significant available land and speed of residential developments within the Linn-Mar boundaries will continue to have a major impact on the enrollment numbers.

#### 303: Enrollment Projections & Planning for Growth

Associate Superintendent Nathan Wear shared enrollment projections for the 2019-20 school year highlighting that the kindergarten enrollment figure is currently at 541 students. Superintendent Bisgard led a discussion on planning for growth after the intermediate buildings open and that one area of focus would be the capacity issues and various options for Indian Creek Elementary.

AbouAssaly left the meeting at 6:30 PM to attend Senior Recognition Night at the high school.

#### 400: Adjournment *Motion 172.05.06*

**MOTION** by Lausen to adjourn the work session at 6:38 PM, second by Wall. Voice vote, all ayes. Motion carried.

	Sondra Nelson, Board President
JT A	Anderson, Board Secretary/Treasure





School Board Regular Meeting Minutes May 6, 2019

#### 100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education regular meeting was called to order at 7:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Isenberg, Lausen, Mehaffey, Nelson, Wall, and Weaver. Absent: AbouAssaly.

#### 200: Adoption of the Agenda Motion 173.05.06

**MOTION** by Lausen to adopt the agenda as presented, second by Wall. Voice vote, all ayes. Motion carried.

#### 300: Public Hearing

#### 301: FY2019 Certified Budget Amendment - Refer to Exhibit 601.1

A public hearing was held regarding the certified budget amendment for fiscal year 2019. No comments were received.

#### **400: Audience Communications**

No comments were received.

#### 500: Informational Reports

#### 501: Iowa BIG Update – Exhibit 501.1

Linn-Mar seniors Taylor Haan and Sophia Lange; along with Trace Pickering, Iowa BIG Executive Director, shared an update on the program. Ms. Haan and Ms. Lange shared what the program has meant to them regarding learning and college preparation and that the program unleashes human potential and self-motivation. Results of a recent Iowa Big alumni survey were also reviewed.

#### 502: Board Visit to Westfield Elementary (April26th)

Board members reported they enjoyed the Teachers as Leaders presentation.

#### 503: Board Visit to Excelsior Middle School (May 3rd)

Board members reported they were impressed by the high number of student-led conferences, the poverty simulation, and student technology use.

#### 504: Cabinet Update - Exhibit 504.1

Superintendent Bisgard shared construction updates and highlighted the honors and achievements.

#### 600: Unfinished Business

601: Approval of FY2019 Certified Budget Amendment – Exhibit 601.1 <u>Motion 174.05.06</u> **MOTION** by Wall to approve the certified budget amendment for fiscal year 2019 as presented, second by Lausen. Voice vote, all ayes. Motion carried.

#### 700: New Business

#### 701: Set Public Hearing Motion 175.05.06

**MOTION** by Wall to set a public hearing for 7:00 PM on May 20<sup>th</sup> regarding the street and sewer package for the 35<sup>th</sup> Avenue intermediate building, second by Lausen. Voice vote, all ayes. Motion carried.

#### 800: Consent Agenda Motion 176.05.06

**MOTION** by Weaver to approve the consent agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

#### 801: Personnel

Certified Staff: Assignment/Reassignment/Transfer

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Name	Assignment	Dept Action	Salary Placement
Dinger, Gail	OR: 8th Gr Language Arts Teacher	8/16/19	MA+15, Step 17
Ettleman, Kelsey	EX: Student Support Services Level II Teacher	8/16/19	BA, Step 1
Kann, Dennis	OR: Student Support Services Level I Teacher	8/16/19	BA+12, Step 7
Kray, Kimberly	OR: 6th Gr Teacher	8/16/19	MA+45, Step 11

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Maddox, Emily	EX: 6 <sup>th</sup> Gr Teacher	6/7/19	Relocation

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Carstensen, Aiden	AC: Aquatic Instructor	4/29/19	\$11.00/hour
Christiansen, Myles	AC: Aquatic Instructor	4/29/19	\$11.00/hour
Cope, Cheryl	NS: From HS Cashier to EX General Help	4/29/19	Same
Darie, Sarah	NS: From HS General Help to Cashier	4/29/19	PTNS, Step 2 +.25
Lydon, Madelynn	AC: Aquatic Instructor	4/29/19	\$11.00/hour
McAlister, Samantha	AC: Aquatic Instructor	4/29/19	\$11.00/hour
McNeal, Rylee	AC: Aquatic Instructor	4/29/19	\$11.00/hour
Ollinger, Brena	AC: Aquatic Instructor	4/29/19	\$11.00/hour
Raj, Nisha	AC: Aquatic Instructor	4/29/19	\$11.00/hour

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Fathallah, Sahar	IC: Paraprofessional	6/5/19	Retirement
Ironside, Rick	AC: Academic Aquatic Instructor	4/30/19	Personal

Co/Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Broadie, Haley	HS: From Head 9th Gr to Assistant Varsity Volleyball Coach	4/22/19	Same
Burmeister, Emily	HS: From Assistant to Head Varsity Girls Cross Country Coach	5/1/19	\$4,285

#### 802: Approval of April 22<sup>nd</sup> Minutes – Exhibit 802.1

#### 803: Approval of Bills – Exhibit 803.1

#### 804: Approval of Contracts – Exhibits 804.1-6

- 1. Agreement with Dryspace for 2019 roof improvements the high school and Wilkins Elementary
- 2. Agreement with Boomerang Corporation for the intermediate buildings' site grading work
- 3. Letter of understanding with Grant Wood AEA for the 2019-20 VAST Center Science Program

- 4. Independent contractor agreement with Mark Baumann
- 5. Independent contractor agreement with Ann Brunson
- 6. Independent contractor agreement with Lee Nelson
- 7. Interagency agreements for special education with Cedar Rapids CSD (5), College CSD (1), Davenport CSD (1), and Ottumwa CSD (1). For student confidentiality, exhibits not provided.

#### 805: Overnight Excursion/Trip - Exhibit 805.1

Request for FBLA to attend National Leadership Conference in San Antonio, TX – June 28-July 4.

#### 900: Board Communications & Calendar

Superintendent Bisgard shared some thoughts on changing the format and purpose of Coffee & Conversation for next year.

Date	Time	Event	Location			
May 7	11:50 AM	SODA/TRY Luncheon	Indian Creek Country Club			
May 8	11:30 AM	Linn County State of the County Luncheon	Hotel at Kirkwood			
May 9	5:30 PM	Marion City Council	City Hall			
May 16	7:30 AM	Finance/Audit Committee	LRC Room 203			
May 20	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom			
May 21	Noon	100-Hr Volunteer Celebration	Hills Bank & Trust, Marion			
May 22	Noon	Policy Committee Meeting	Superintendent's Conference Room			
May 22	4:00 PM	School Improvement Advisory Committee (SIAC)	LRC Boardroom			
May 23	4:00 PM	Echo Hill Retirement Celebration	Echo Hill Media Center			
May 23	5:30 PM	Marion City Council	City Hall			
May 24	1:15 PM	Transportation Retirement Celebration	O&M Building			
May 26	1:00 PM	High School Graduation	US Cellular Center			
May 28	3:15 PM	Wilkins Retirement Celebration	Wilkins Media Center			
May 30	1:00 PM	Success Center Graduation	Success Center			
May 30	3:45 PM	Bowman Woods Retirement Celebration	Bowman Woods Media Center			
Date	Time	Event	Location			
June 6	7:30 AM	Finance/Audit Committee	LRC Room 203			
June 6	5:30 PM	Marion City Council	City Hall			
June 10	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom			
June 11	All Day	LIONS Open Golf Outing	Hunters Ridge Golf Course			
June 20	5:30 PM	Marion City Council	City Hall			
Date	Time	Event	Location			
July 15	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom			
July 18	5:30 PM	Marion City Council	City Hall			

#### 1000: Adjournment *Motion 177.05.06*

**MOTION** by Wall to adjourn the regular meeting at 8:03 PM, second by Mehaffey. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President
Condia Noicon, Board Frodiacina
JT Anderson, Board Secretary/Treasurer





# **Discussion Points**

- Introduction
- Enrollment and Demographics (Part One)
  - Key Considerations
  - Maps: Planning Areas and Attendance Areas
  - Sophisticated Forecast Model (SFM)
  - Demographics
  - Past Enrollment and Change
  - Baseline Maps and Data
- Development (Part Two)
  - Population, Development, and Enrollment Trends
  - Yield Rate of Students
  - Maps and Data
- Enrollment Projections (Part Three)
  - ☐ Projection Accuracy
  - Past, Current, Future Enrollment
  - Accuracy Trends
  - Building Projections
- Moving Forward (Part Four)
  - Next Steps



### **About RSP**

- Founded in 2003
- Professional educational planning firm
- Expertise in multiple disciplines
- Over 20 Years of planning experience
- Over 80 years of education experience
- Over 20 years of GIS experience
- Clients in Arkansas, Iowa, Illinois, Kansas, Minnesota, Missouri, Nebraska, North
   Dakota, Oklahoma, and Wisconsin
- Projection accuracy of 97% or greater

#### Planning

Robert Schwarz CEO, AICP, REFP, ALEP, CEFP

**Grant Lang** 

Planning Coordinator

#### Educators

Clay Guthmiller

Education Planner

Craig Menozzi

Education Planner

David Stoakes Education Planner, EdD

Dave Wilkerson

Education Planner, PhD

#### GIS Analyst

Tyler Link

GIS Analyst, GISP Candidate

**Brandon Sylvester** 

GIS Analyst, GISP Candidate





# Making it Happen

#### **Linn-Mar Community School District**

Administration

#### County, City, & Others

- Linn County
- City of Cedar Rapids
- City of Marion
- United States Geological Survey
- Iowa DOT
- Census Bureau/Esri

#### **Development Community**

- Builders
- Developers

# Thank you!



#### **Key Point:**

Accurate projections are a result of the local entities providing quality data.



# Part One: Enrollment & Demographics

# **Key Considerations**

#### **Enrollment Projections - Five Year Outlook:**

- □ District increases by nearly 750 students (+9.9%) (+1.5% to +2.3% a year)
- ☐ Elementary (K-4) increases by over 450 students (+12.8%) (+0.8% to +4.5% a year)
- ☐ Middle School (5-8) increases by nearly 120 students (+6.7%) (-1.0% to +3.4% a year)
- ☐ High School (9-12) increases by over 170 students (+7.9%) (+0.4% to +3.1% a year)

#### Capacity over the next five years:

- ☐ Elementary Capacity (Mostly Alleviated with two new intermediate schools in 2020/21):
  - ☐ Indian Creek Elementary continues to be over its 500-student capacity
- ☐ Middle School Capacity (Alleviated with two new intermediate schools in 2020/21):
  - Oak Ridge Middle School currently over its 750-student capacity
  - The Eastern Intermediate is projected to have about 150 more students than the Western Intermediate (This could be balanced with other building and attendance area changes)
- ☐ High School Capacity:
  - Linn Mar High School will near its 2,400-student capacity (LRC being used for additional space)
- Options need to be considered to improve overutilized schools and/or increase educational teaching spaces (Portables, Boundary Changes, additions, enrollment capping, etc.)

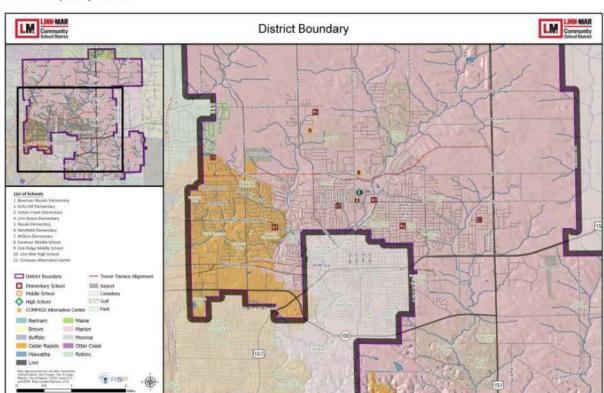
#### **Development Opportunities:**

- Significant available land for residential development
- Speed of residential development will affect rate of enrollment increase
- With many of the major infrastructure items either completed or planned to be completed in the
- next few years, it will impact a household choice to locate to the district

#### **District Boundary**

- ☐ District Boundary (Purple Line)
- Major Streets
- Major water features & cultural features
- Municipality Limits

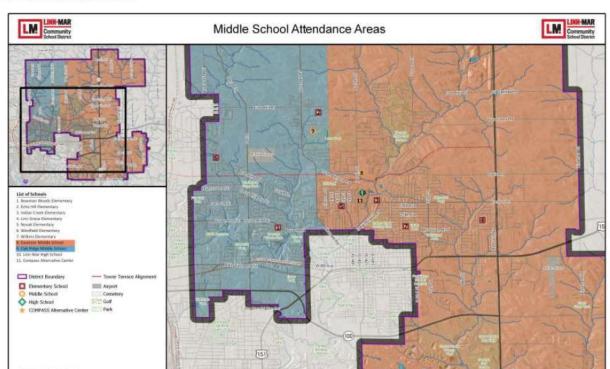
- ☐ Cedar Rapids (Orange)
- ☐ Marion (Pink)
- Robbins (Green)



#### Middle Attendance Areas

- ☐ District Boundary (Purple Line)
- Major Streets
- Major water features & cultural features
- Attendance Areas

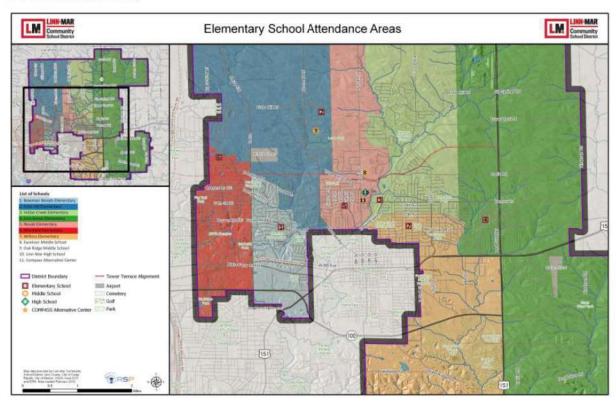
Excelsior (Orange)Oak Ridge (Blue)



#### **Elementary Attendance Areas**

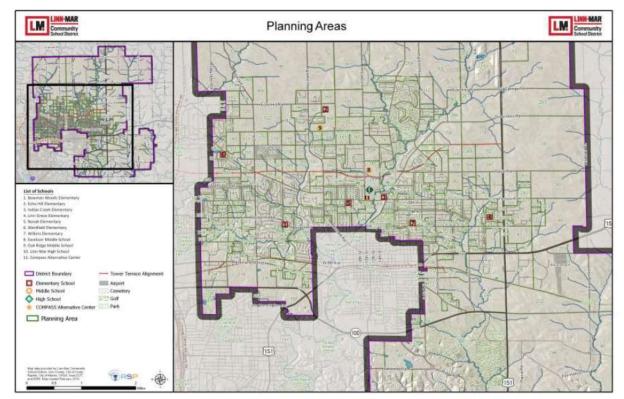
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- ☐ District Boundary (Purple Line)
- Major Streets
- Major water features & cultural features
- Attendance Areas



#### **Planning Areas**

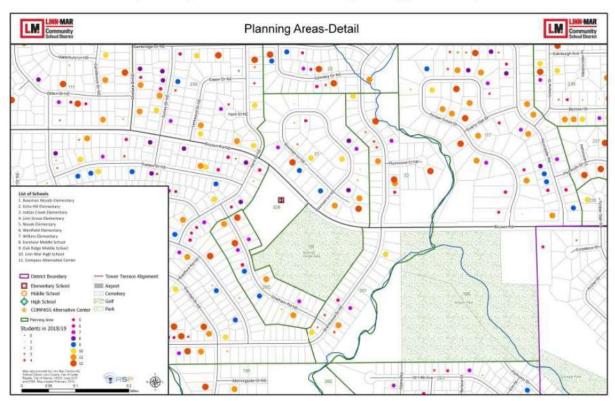
- ☐ Land Use (Residential, Commercial, Industrial)
- Residential Density (Single-Family, Mobile Home, Duplex, Apartment)
- Natural and Manmade Features (Rivers, Creeks, Railroads, Streets)
- ☐ Near 400 planning areas monitored for demographic, development, and enrollment data sets



#### 11

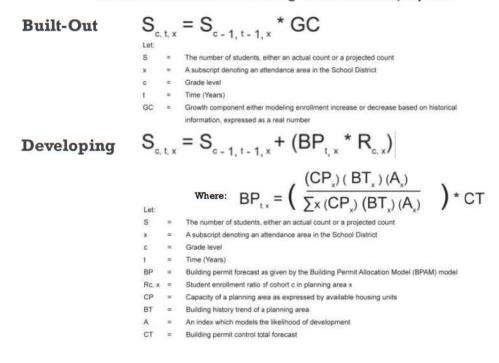
#### **Detailed Planning Areas**

- ☐ Zoomed in view of Planning Areas (Green Line) and Bowman Woods Elementary
- Displays the power of GIS data & Information
- See where students are located by grade in relation to streets, subdivisions, and parcels
- ☐ Illustrates how the planning areas are tied to development types at the parcel level



# Sophisticated Forecast Model

This is the central focus of everything RSP does. The model is based on what is happening in a school district. The best data is statistically analyzed to provide an accurate enrollment forecast. The District will be able to use RSP's report and maps to better understand demographic trends, school utilization, and the timing of construction projects.



Population: Ages 0-4

- Depicted by Census Block Group with 2023 estimates
- Density weighted by land area of each Block Group
- Red areas have greatest density, Blue have the least density
- ☐ This data helps benchmark the projection model choices for future student enrollment

Emerging areas not yet reflected in Census data

2023 Population Density in Children Ages 0-4

| March State | Mar

#### Population: Women 15-59

- ☐ Depicted by Census Block Group with 2023 estimates
- Density weighted by land area of each Block Group
- Red areas have greatest density, Blue have the least density
- ☐ This data helps benchmark the projection model choices for future student enrollment

Emerging areas not yet reflected in Census data

2023 Population Density in Women Ages 15-59

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2023 Population Density in Women Ages 15-59

Line and Record Dense

2023 Population Density in Women Ages 15-59

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# District Demographics

**Population** 

15

**Annual Rate: Percentage Change** 

2000-2010: **3.25**% 2010-2018: **1.57**% 2018-2023: **1.44**%

Housing

**Annual Rate; Percentage Change** 

2000-2010: **3.96**% 2010-2018: **1.47**% 2018-2023: **1.38**%

Overall the District is experiencing an Increase in population and housing, but not at the same rate as the previous five years. Income is projected to increase over one percent by 2023. Unemployment is lower than the U.S. average.



Per Capita; Percentage Change





2018; 2.0% Lower than U.S. average

16 Source: US Census, Esri BAO

# **Demographic Comparison**

Demographics	Linn-Mar Community School District	Cedar Rapids Community School District	College Community School District	Linn County	Johnson County	State of Iowa
Unemployment Rate	2.0%	3.4%	2.9%	3.0%	2.1%	3.0%
Average Household Size	2.58	2.33	2.55	2.41	2.36	2.43
Median Age	37.4	38.5	34.2	37.9	30.6	38.9
Total Population	40,531	127,394	27,528	229,460	151,506	3,219,046
Median Household Income	\$82,313	\$57,894	\$66,725	\$62,580	\$61,398	\$56,647
Total Housing Units	16,137	57,796	11,007	99,243	64,320	1,413,453
Owner Occupied Housing Units	12,676	37,921	7,945	68,820	35,832	908,398
Renter Occupied Housing Units	2,861	15,493	2,733	24,147	24,878	377,133
Vacancy Rate	3.7%	7.6%	3.0%	6.3%	5.6%	9.1%

Ethnicity	Linn-Mar Community School District	Cedar Rapids Community School District	College Community School District	Linn County	Johnson County	State of Iowa
White	87.0%	82.2%	88.5%	85.4%	77.1%	85.2%
Black	3.0%	7.7%	3.8%	5.5%	7.2%	3.7%
American Indian	0.2%	0.2%	0.2%	0.2%	0.2%	0.3%
Asian	4.9%	2.6%	2.2%	2.7%	7.3%	2.7%
Pacific Islander	0.1%	0.2%	0.2%	0.1%	0.0%	0.1%
Other Race	0.0%	0.1%	0.1%	0.1%	0.2%	0.1%
Two or More Races	1.9%	3.0%	2.0%	2.5%	2.2%	1,8%
Hispanic	2.8%	4.1%	3.0%	3.4%	5.8%	6.2%

#### What does this mean?

- Demographic attribute information is mostly consistent between the geographies
- Unemployment is lower than the compared area and the U.S. rate of 4.0%
- ☐ Total population is expected to increase 7.42% by 2023
- ☐ Median household income within the district is higher than the U.S. average of \$56,124
- ☐ The vacancy rate within the district is lower than the U.S. rate of 11.3%

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# Past School Enrollment

#### **Enrollment By Grade**

Year	ECBP	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	K-12 Total	K-12 Change
2000/01		367	353	375	387	361	383	344	323	321	368	342	343	307	4,574	n: 92
2001/02		375	342	359	378	400	358	401	344	320	308	334	298	295	4,512	-62
2002/03		437	327	377	366	378	390	381	394	349	301	298	326	292	4,616	104
2003/04		404	430	351	400	371	397	415	376	407	346	309	306	328	4,840	224
2004/05		476	408	448	366	411	388	398	416	381	415	349	312	309	5,077	237
2005/06		521	394	418	444	356	415	391	403	415	393	421	353	343	5,267	190
2006/07		459	507	442	430	470	394	436	410	429	449	406	414	366	5,612	345
2007/08		542	450	513	456	431	488	408	448	414	440	444	421	436	5,891	279
2008/09		598	483	478	530	468	439	494	420	451	424	443	461	424	6,113	222
2009/10		554	546	508	482	543	468	461	508	426	440	430	453	491	6,310	197
2010/11		555	506	555	506	486	544	480	466	516	432	434	434	461	6,375	65
2011/12		544	525	508	565	512	498	552	478	485	513	426	434	454	6,494	119
2012/13		608	527	528	531	561	523	503	563	488	488	505	433	476	6,734	240
2013/14		535	557	555	526	541	564	530	499	566	507	488	516	477	6,861	127
2014/15	56	607	527	573	574	542	552	581	542	503	567	491	483	546	7,088	227
2015/16	50	578	575	533	578	582	554	570	585	545	509	566	491	491	7,157	69
2016/17	63	506	551	594	565	591	583	569	563	594	562	508	554	475	7,215	58
2017/18	50	563	536	575	607	583	592	578	571	567	590	546	519	568	7,395	180
2018/19	68	630	556	541	590	593	571	593	583	590	558	584	532	515	7,436	41

Source: Iowa Department of Education (2000/01 to 2015/16) and Linn-Mar Community School District (2018/19)

#### **Table Explanation**

- ☐ Largest class in 2018/19 Kindergarten (630)
- ☐ Smallest class in 2018/19 12<sup>th</sup> grade (476)
- ☐ Graduating senior class smaller than the incoming Kindergarten class which will become less of a gap as larger grades cohort forward to the secondary grades
- Barly Childhood Blended Program (ECBP) are retained Kdg who attend Kdg the following year

# **Enrollment Change**

			K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	Ch	ange
From	То	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th	Total	Percent
2000/01	2001/02	8	-25	6	3	13	-3	18	0	-3	-13	-34	-44	-48	-62	-1.4%
2001/02	2002/03	62	-48	35	7	0	-10	23	-7	5	-19	-10	8	-6	104	2.3%
2002/03	2003/04	-33	-7	24	23	5	19	25	-5	13	-3	8	8	2	224	4.9%
2003/04	2004/05	72	4	18	15	11	17	1	1	5	8	3	3	3	237	4.9%
2004/05	2005/06	45	-82	10	4	-10	4	3	5	-1	12	6	4	31	190	3.7%
2005/06	2006/07	-62	-14	48	12	26	38	21	19	26	34	13	-7	13	345	6.6%
2006/07	2007/08	83	-9	6	14	1	18	14	12	4	11	-5	15	22	279	5.0%
2007/08	2008/09	56	-59	28	17	12	8	6	12	3	10	3	17	3	222	3.8%
2008/09	2009/10	-44	-52	25	4	13	0	22	14	6	-11	6	10	30	197	3.2%
2009/10	2010/11	1	-48	9	-2	4	1	12	. 5	8	6	-6	4	8	65	1.0%
2010/11	2011/12	-11	-30	2	10	6	12	8	-2	19	-3	-6	0	20	119	1.9%
2011/12	2012/13	64	-17	3	23	-4	11	5	11	10	3	-8	7	42	240	3.7%
2012/13	2013/14	-73	-51	28	-2	10	3	7	-4	3	19	0	11	44	127	1.9%
2013/14	2014/15	72	-8	16	19	16	11	17	12	4	1	-16	-5	30	227	3.3%
2014/15	2015/16	-29	-32	6	5	8	12	18	4	3	6	-1	0	8	69	1.0%
2015/16	2016/17	-72	-27	19	32	13	1	15	-7	9	17	-1	-12	-16	58	0.8%
2016/17	2017/18	57	30	24	13	18	1	-5	2	4	-4	-16	11	14	180	2.5%
2017/18	2018/19	67	-7	5	15	-14	-12	1	5	19	-9	-6	-14	-4	41	0.6%
-Yr Avg		17.3	-1.3	16.0	20.0	5.7	-3.3	3.7	0.0	10.7	1.3	-7.7	-5.0	-2.0	93.0	1.3%
-Yr Wavg		40.5	2.0	13.7	17.2	1.2	-5.5	1.3	2.0	12.3	-3.0	-8.5	-5.3	0.0	90.2	1.2%

Source: lowa Department of Education (2000/01 to 2015/16) and Linn-Mar Community School District (2018/19)

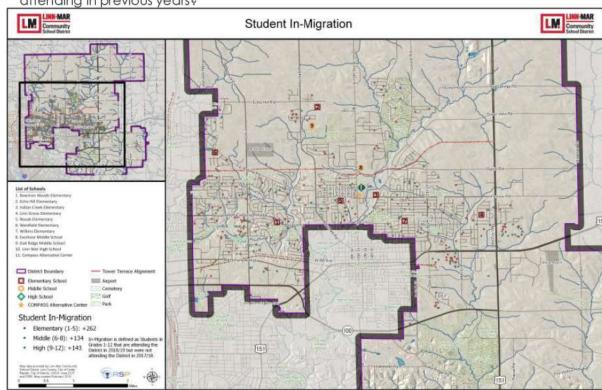
#### What does this mean? – Change varies by grade

- □ Largest average K-12 class increase 2<sup>nd</sup> to 3<sup>rd</sup> grade (+20)
- ☐ Largest average K-12 class decrease 9th to 10th grade (-8)
- ☐ Propensity to have varying cohort change in every grade unique double-digit growth in elementary grades through 4<sup>th</sup> grade indicates a younger aged household

19

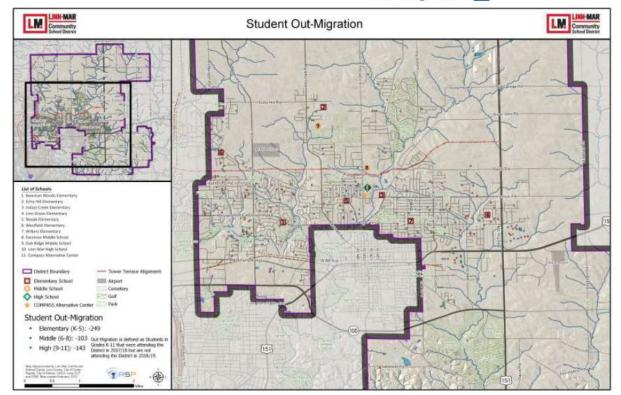
#### Student In-Migration

- 2018/19 students who are in 1st through 12th grade that were not attending the District in 2017/18 as Kindergarten through 11th grade
- Who is new to the district that was not attending in previous years?
- 555 new students in 2017/18
- □ <u>539</u> new students in 2018/19



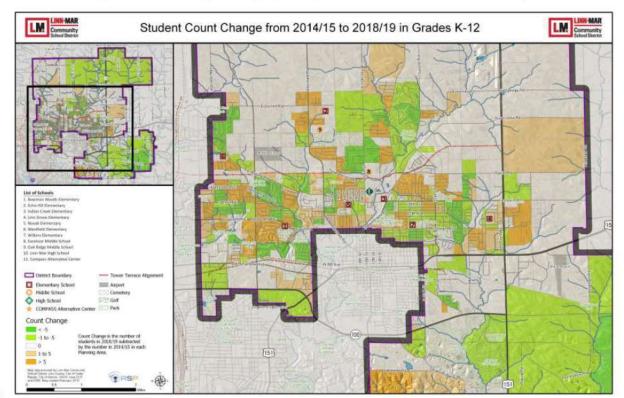
#### **Student Out-Migration**

- Students attending the district in 2017/18 who were in Kindergarten through 11<sup>th</sup> grade that did not attend in 2018/19 as 1<sup>st</sup> through 12<sup>th</sup> graders
- 488 students left the district in 2017/18, Total Migration +67
- 495 students left the district in 2018/19, Total Migration +44



#### Student Count Change

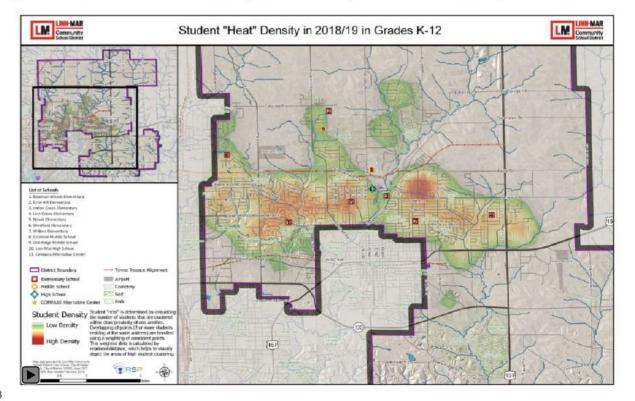
- □ Depicts student movement at each Planning Area from 2014/15 to 2018/19
- Orange areas experienced an increase since 2014/15, Green areas experienced a decrease, White areas had no net change of students between 2014/15 to 2018/19
- New developments have a greater propensity to have more students in future years



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#### Student "Heat" Density

- Red areas depict highest density of students, Gray as lowest student density
- Overlapping points (2 or more students) are handled using a weighting of coincident points
- ☐ This analysis helps with understanding student population and geographic proximity to schools
- Some new areas do not necessarily lead to similar yield rates of like developments



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# **Enrollment Conclusion**

#### The following are some general enrollment observations;

- ☐ The district has maintained contiguous boundaries for elementary schools
- RSP & Associates monitors over <u>400</u> planning areas for demographic, development, and enrollment data sets
- □ Direct correlation between women in childbearing ages (15-59) and where children (0-4) reside
- Enrollment tends to increase from grade to grade each year at each level
  - Large increases happen from 2<sup>nd</sup> to 3<sup>rd</sup> grade and
  - Large decreases happen from 11<sup>th</sup> to 12<sup>th</sup> grade
- Larger elementary school grades will result in future larger middle and high school grades if the current trends continue into the future
- ☐ Greatest density is east of Indian Creek Elementary
- New developments coming online predominately will be north of Tower Terrace Road which will change the heat map dramatically

# Part Two: Development

# Population, Development, Enrollment



Source: Linn-Mar Community Schools and RSP SFM & Demographic Models

#### **Graphic Explanation**

- Census data indicates an increasing population (Anticipated Annual growth of 1.44%)
- Building trend indicates there has been steady new residential activity (With infrastructure projects completed anticipating annual unit increase of 250 units)
- Student Enrollment growth has typically been positive (18/19 decrease similar to 2015/16)
- Households moving into the district continue to have similar number of children
- With development trends similar over the next five years there are likely to be more new students
- Older areas of the community have the propensity of having more children than in the past as neighborhoods turn over with new households

# Student Yield Rate

#### Single Family (SF)

Schools	Year									
	2012	2013	2014	2015	2016	2017	2018	Average		
Bowman Woods Elementary School	0.22	0.21	0.21	0.20	0.22	0.21	0.21	0.21		
Echo Hill Elementary School	0.32	0.34	0.33	0.30	0.31	0.32	0.32	0.32		
Indian Creek Elementary School	0.27	0.29	0.29	0.29	0.28	0.29	0.31	0.29		
Linn Grove Elementary School	0.24	0.23	0.23	0.25	0.25	0.25	0.22	0.24		
Novak Elementary School	0.24	0.23	0.24	0.24	0.24	0.24	0.25	0.24		
Westfield Elementary School	0.35	0.32	0.31	0.31	0.31	0.31	0.31	0.32		
Wilkins Elementary School	0.18	0.16	0.16	0.17	0.18	0.17	0.17	0.17		
District (K-5):	0.26	0.25	0.25	0.25	0.25	0.25	0.25	0.25		

Source: Linn-Mar Community School District, City of Cedar Rapids, and Linn County

#### Multi-Family (MF)

Schools	Year									
	2012	2013	2014	2015	2016	2017	2018	Average		
Bowman Woods Elementary School	0.10	0.08	0.08	0.07	0.08	0.09	0.11	0.09		
Echo Hill Elementary School	0.00	0.20	0.20	0.20	0.20	0.00	0.00	0.11		
Indian Creek Elementary School	0.05	0.04	0.04	0.05	0.05	0.05	0.05	0.05		
Linn Grove Elementary School	0.15	0.12	0.13	0.11	0.12	0.10	0.11	0.12		
Novak Elementary School	0.09	0.06	0.06	0.05	0.06	0.07	0.05	0.06		
Westfield Elementary School	0.08	0.06	0.09	0.10	0.10	0.10	0.10	0.09		
Wilkins Elementary School	0.13	0.10	0.13	0.13	0.12	0.12	0.12	0.12		
District (K-5):	0.11	0.09	0.09	0.09	0.09	0.09	0.09	0.10		

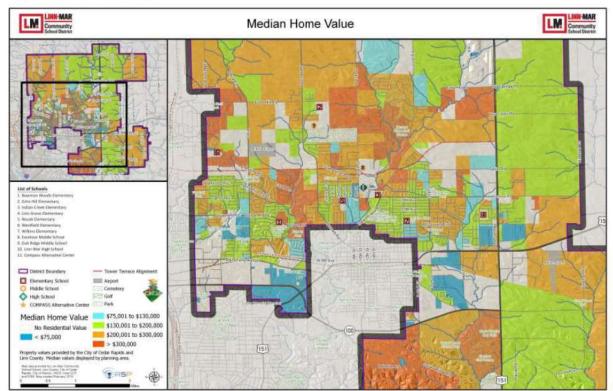
Source: Linn-Mar Community School District, City of Cedar Rapids, and Linn County

#### **Graphic Explanation**

- Depicts elementary (K-5) enrollment and the corresponding yield rate per 100 units
- □ Single-Family residential average (.25) has a higher student yield rate when compared to Multi-Family residential (.10) within the district
- □ Student yield rates for Single-Family and Multi-Family have remained consistent
- Adding newer housing inventory typically can increase the yield rate type of housing must be monitored

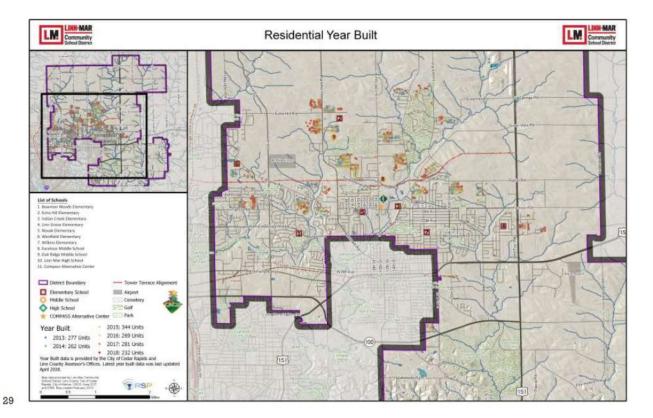
#### Median Home Value

- ☐ Based on assessed Home Value as provided and maintained by the county assessor's office
- ☐ Home values correlated to socio-economic status new areas tend to be the least affordable
- Areas shaded in Orange and Red have the greatest Median Home Value, Blue represents the greatest affordability



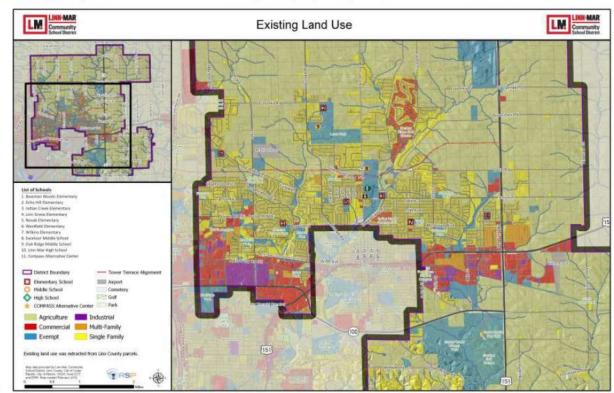
#### **Residential Year Built**

- Reveals the clusters of where residential development has occurred
- □ Some new areas do not necessarily lead to similar yield rates of like developments
- Colors of dots represent a specific year according to the county assessor's office



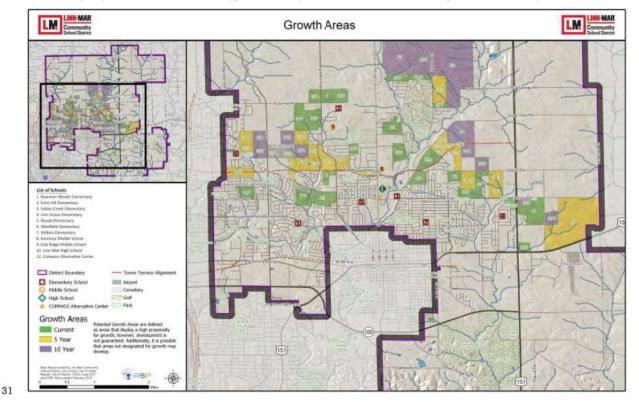
#### **Existing Land Use**

- Identifies the current type of land use
- Illustrates where employment centers are located (Purple and Red)
- Yellow and Orange areas represent residential
- ☐ Green agricultural areas have the highest propensity to be used as another use



#### **Growth Areas**

- Identifies where development activity is happening (Green)
- Identifies possible areas that could develop (Yellow and Purple)
- The market and property owners desire to build guides the timing of development
- Other properties not shown might develop while some shown might not develop



# **Development Conclusion**

# The following are some general development observations that are similar to last years observations;

- □ Single-family residential has the highest propensity to have school aged students
- ☐ There are abundant residential development opportunities available within the district boundary as infrastructure improvements allow
- ☐ Future residential activity is dependent on the economy (job growth/expansion)
- The type of development (Single-family, Duplex, Apartments) have different yield rates
- ☐ Tower Terrace Road expansion and connection to a future I-380 Hwy interchange will influence development in the community because of better connectivity
- Current residential development is concentrated largely in the west portion of the Linn-Mar District, largely along Alburnett Rd
- Future residential development activity outlook is promising mostly concentrated just north of Echo Hill Rd
- ☐ Timing of new development will determine the rate of future enrollment increase

# Part Three: Enrollment Projections

# Projection Accuracy

#### **Elementary (K-5)**

Projected: 3,520

Actual: 3,539

Accuracy: 99.5%

#### Middle School (6-8)

Projected: 1,762

Actual: 1,766

Accuracy: 99.8%



#### High School (9-12)

Projected: 2,223

Actual: 2,189

Accuracy: 98.5%

#### District (K-12)

Projected: 7,505

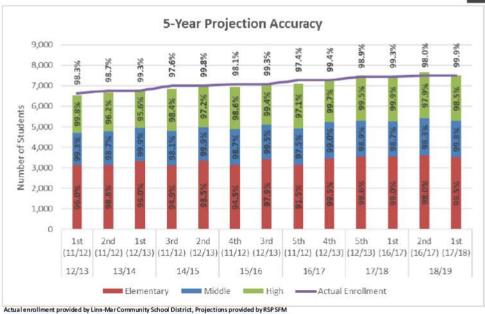
Actual: 7,494

Accuracy: 99.9%

#### Notes:

- This accuracy is the 1st year of the 2017/18 RSP Projections for the 2018/19 school year
- ☐ Demographic shifts with millennials impacting future enrollment (Jobs, Jobs, Jobs)
- Many areas of the community having significant demographic shifts influencing changes in enrollment (type of households not generating similar yield rates of students
- A good portion of analysis spent on what is happening at the high school grades to determine if there are emerging trends
- Past projections included Compass Alternative in the high school projections

# **Accuracy Trends**

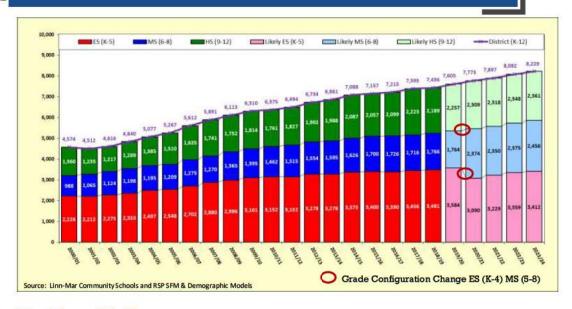


Actual enrollment provided by Linn-Mar Community School District, Projections provided by RSP SFM RSP & Associates, LLC was not commissioned to provide an enrollment forecast for 13/14, 14/15, 15/16

#### **Table Explaination**

- RSP has maintained an average of 98.8% for district enrollment for 13 projections
- ☐ The first year of a projection has the greatest propensity for accuracy
- 5<sup>th</sup> year 17/18 projections conducted in 12/13 has the accuracy of 98.9%, while 1<sup>st</sup> year 18/19 projections conducted in 17/18 has the accuracy of 99.9%
- 35 The RSP projections should be integrated into all areas of district planning

# Past, Current, Future Enrollment



#### What Does This Mean

- ☐ Enrollment Change Overall enrollment increase anticipated (Elementary, Middle, and High)
- Decrease in ES and Increase in MS a result of the two intermediate schools coming online in the 2020/21 resulting in the grade configuration changing for ES (K-4) and MS (5-6 and 7-8)
- □ District increases by nearly 750 students (+9.9%) (+1.5% to +2.3% a year)
- □ Elementary (K-4) increases by over 450 students (+12.8%) (+0.8% to +4.5% a year)
- ☐ Middle School (5-8) increases by nearly 120 students (+6.7%) (-1.0% to +3.4% a year)
- ☐ High School (9-12) increases by over 170 students (+7.9%) (+0.4% to +3.1% a year)

# **Elementary Enrollment Projections**

School	School	Student	Past School Enrollment			Projections Based on Residence				
	Capacity	Location	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24
Bowman Woods Elementary	1	Reside/Attend	450	429	431					
K to 5th	500	Reside	475	452	453	452	383	402	413	406
Property Control	//	Attend	484	459	462	N			S	SHARLES
Echo Hill Elementary	20	Reside/Attend	-	464	471		8		2 (1	
K to 5th	600	Reside	453	490	497	535	463	492	511	534
039000000		Attend	601	532	521	(E)	10.7000	- N. A. C.	0.	24.70
Indian Creek Elementary		Reside/Attend	491	526	540					
K to 5th	500	Reside	556	587	622	630	550	575	614	636
		Attend	528	568	574					
Linn Grove Elementary Kto 5th 600		Reside/Attend	446	411	421			7		
	600	Reside	478	445	452	475	424	451	480	487
21500 P1948044	//	Attend	505	476	500	N. S			S	54450
Novak Elementary	23	Reside/Attend	359	390	379				2	
K to 5th	600	Reside	404	427	417	435	382	402	408	412
Cold washington Cold		Attend	407	437	429	G.		a the section		
Westfield Elementary		Reside/Attend	402	536	548					
K to 5th	600	Reside	560	587	588	602	500	506	512	517
		Attend	422	547	561					
Wilkins Elementary		Reside/Attend	413	417	398				11177	
K to 5th	500	Reside	464	468	452	455	388 401	401	421	420
	//	Attend	443	437	434	St			S	0.000
ELEMENTARY TOTAL	4	Reside/Attend	2,989	3,173	3,188		1	*	×	
K to 5th (2020/21 K to 4th)	3,900	Reside	3,390	3,456	3,481	3,584	3,090	3,229	3,359	3,412
		Attend	3,390	3,456	3,481		200	2000		72.7-

Source: RSP & Associates, LLC-April 2019

Over School Capacity

Note 1: Student Projections are based on the residence of the student.

Note 2: The Enrollment Model is based on a Head count of students by Planning Area at each school

Note 3: Transfers between schools are not factored into the Projections

Note 4: The Enrollment Model assumes ES(K-5) MS(6-8) and HS (9-12) changing in 2020/21 to ES (K-4) MS (5-8) HS (9-12)

Note 5: Each planning area is assigned the 2018/19 Elementary and Middle School attendance area

Note 6: School capacity provided by the District

Note 7: Reside is based on the student home address

Note 8: Attend is based on which facility the student attends

37 Note 9: Reside/Attend are the students who reside in the attendance area that they have chosen to attend

ECBP students are not in the enrollment projections - this population is between 50 and 70

> At the June 2019 Board meeting the Intermediate schools will be named

# Secondary Enrollment Projections

School	School	Student	Past School Enrollment			Projections Based on Residence					
	Capacity	Location	2016/17	2017/18	2018/19	2019/20	2020/21	2020/21 2021/22		2023/24	
Eastern Intermediate 5th to 6th (Begins 2020/21)	800	Reside/Attend Reside Attend	7.			0	653	644	639	709	
Western Intermediate 5th to 6th (Begins 2020/21)	800	Reside/Attend Reside Attend				0	539	522	528	561	
Excelsior Middle School 6th and 8th (7th to 8th begins 20/21) In 15/16 becomes 8th and 9th	1,100	Reside/Attend Reside Attend	944 978 972	924 953 949	949 986 967	928	629	659	661	655	
Oak Ridge Middle School 6th and 8th (7th to 8th begins 20/21) In 15/16 opens as 8th and 9th	750	Reside/Attend Reside Attend	720 748 754	738 763 767	762 780 799	836	553	525	547	531	
Linn Mar High School 9th to 12th	2,400	Reside	<b>2,099</b> 2.099	2,223 2,223	2,189 2,189	2,257	2,309	2,318	2,348	2,361	
ELEMENTARY TOTAL K to 5th (2020/21 K to 4th )	3,900	Reside/Attend Reside Attend	2,989 3,390 3,390	3,173 3,456 3,456	3,188 3,481 3,481	3,584	3,090	3,229	3,359	3,412	
MIDDLE TOTAL 6th to 8th (2020/21 5th to 8th)	3,450	Reside/Attend Reside Attend	2,989 978 972	3,173 1,716 1,716	3,188 1,766 1,766	1,764	2,374	2,350	2,375	2,456	
HIGH TOTAL 9th to 12th	2,400	Reside Attend	2,099 2,099	2,223 2,223	2,189 2,189	2,257	2,309	2,318	2,348	2,361	
DISTRICT TOTALS K to 12th	9,750	Reside Attend	6,467 6,461	7,395 7,395	7,436 7,436	7,605	7,773	7,897	8,082	8,229	

Source: RSP & Associates, LLC - April 2019

Over School Capacity

Note 1: Student Projections are based on the residence of the student.

Note 2: The Enrollment Model is based on a Head count of students by Planning Area at each school

Note 3: Transfers between schools are not factored into the Projections

Note 4: The Enrollment Model assumes ES(K-5) MS(6-8) and HS (9-12) changing in 2020/21 to ES (K-4) MS (5-8) HS (9-12)

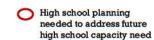
Note 5: Each planning area is assigned the 2018/19 Elementary and Middle School attendance area

Note 6: School capacity provided by the District Note 7: Reside is based on the student home address

Note 8: Attend is based on which facility the student attends

Note 9: Reside/Attend are the students who reside in the attendance area that they have chosen to attend

Intermediate schools will not have similar enrollment



# **Projection Notes**

#### **Project Clarification:**

- Past Enrollment is shown three different ways:
  - 1. Reside (Based on where a student Resides in relation to the attendance area includes Open Enrollment)
  - 2. Attend (Based on what school the student is attending includes Open Enrollment)
  - Reside/Attend (Subset of Reside to know how many of the Reside attend the school based on the attendance area they are assigned to)
- Projections are shown one ways:
  - 1. Reside (Based on where a student Resides in relation to the attendance area: Includes Open Enrollment)
- Capacity
  - Provided by district administration
  - Should be annually examined to ensure appropriate education space is available
- Other Items
  - Enrollment Grade Configuration in Student Forecast Model (K-4, 5-8, 9-12)
  - Open enrollment trends are assumed to follow district policy and will continue like those trends during the projection time frame
  - Early Childhood Blended Program (ECBP) are retained Kdg and as such are a variable in the projection model to understand its impact on the projections
  - Factors in the two new Intermediate schools coming on line 2020/21

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Part Four: Moving Forward

# **Next Steps**

#### The following items will assist the district advance its educational goals;

District administration and the Board of Education further study the enrollment, demographic, and development information presented to ensure decisions are made on the latest data available
 Annually review enrollment projections to make the best planning decisions
 The type of residential development (Single-Family, Duplex, Apartments) and how affordable that housing product is will influence where a household chooses to live and as such impact and number of students that potentially could attend a school
 Determine the criteria to address capacity issues and timing for future school construction, remodeling, or new attendance areas based on growth trends (Highest Priority Indian Creek Elementary)
 Administration continue to examine utilization opportunities to improve the student education experiences (Highest Priority Specialized programming and the potential utilization of the LRC for high school programming)
 Continue to make decisions and communicate that information to the community

so they can understand how educational opportunities will support College and

41

Career ready students

# Notes







Monday, May 6, 2019 Taylor Haan, Sophia Lange, & Trace Pickering

MISSION:

To unleash human potential

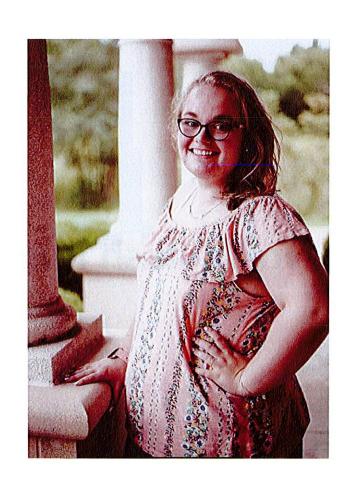
## What BIG has meant to me

Taylor Haan, Sr. Linn Mar



What BIG has done for me

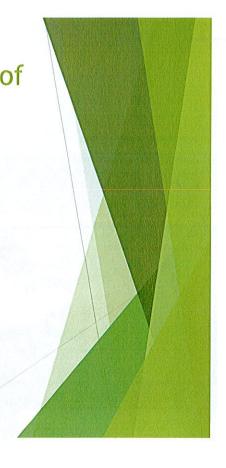
Sophia Lange, Sr. Linn Mar



# Iowa BIG - A Compelling Mission & Set of Values

- ► PRINCIPLES & VALUES:
  - ▶ Make People Awesome & Make Safety a Prerequisite
    - ▶ Purpose
    - ► Responsibility
    - **▶** Honesty
    - ▶ Respect
    - ▶ Leadership
  - Experiment and Learn Rapidly & Deliver Value Continuously
    - ▶ Learning
    - **▶** Creativity
    - Communities







# Alumni Data (What has/hasn't BIG done for you?)

- ▶ Agree/Strongly agree OR Always true/sometimes true:
- ▶ I control my own learning 100%
- ▶ I know how to advocate for myself 98%
- ▶ I am working to maximize my potential 100%
- ▶ I'm involved in my community 86%
- ▶ I'm an empowered individual 100%
- ▶ I'm doing things I'm passionate about 98%

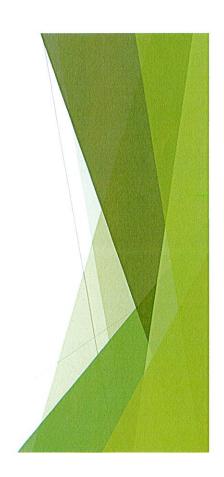


# Alumni Data (College readiness)

- ▶ Agree/Strongly agree OR Always true/sometimes true:
- ▶ The freedom of time prepared me for college 98%
- ▶ The freedom of space prepared me for college 98%
- ▶ BIG helped me identify my passions & interests 98%
- ▶ BIG prepared me for my college coursework 85%
- ▶ BIG prepared me how to learn in college 93%



## Questions?



#### Cabinet Updates: May 6, 2019

Click here to refer to the Strategic Plan



Path	ways	Techn	ology	Facilities			
Goal #1 Inspire Learning	Goal #2 Inspire Learning	Goal #3 Unlock Potential	Goal #4 Unlock Potential	Goal #5 Empower Achievement	Goal #5 Empower Achievement		
Articulate	Support	Challenge	Success	Involve	Build		
Implement pathway and framework for PK- 14 programming to ensure all students graduate future-ready.	Create effective and agile organization that is individually responsible to the needs of the whole child.	Become an excellent learning organization through a culture of continuous improvement.	Maximize achievement by increasing digital literacy utilizing 21st century digital tools.	Enhance engagement opportunities through focused strategic partnerships.	Construct physical learning environments using fiscally responsible and sustainable practices.		

**Intermediate Buildings Update:** We are excited to share we collected 717 name suggestions from the community/staff (570) and current 3rd/4th grade students (147) for our two intermediate buildings. The School Naming Committee will begin meeting next week to narrow the 717 suggestions down to two names that will be presented to the school board for approval during their June 10th meeting. Thank you to everyone who submitted a name suggestion, we appreciate your help!



#### **District Achievements and Honors**



US Presidential Scholars Semifinalist: Congratulations to Akash Gururaja, a senior at Linn-Mar High School, for being selected as one of 621 semifinalists to advance to the final round of the 2019 US Presidential Scholars competition. Just over 5,200 students were identified as candidates for the program from nearly 3.6 million graduating seniors throughout the United States. Students are selected based on broad academic achievement.

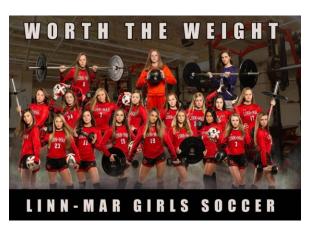
**LIONS Award & Volunteer Recipients:** Congratulations to the following recipients of this year's LIONS Awards and volunteer recognitions:

- Legend: Steve King, Instrumental Music Teacher Excelsior Middle School
- Innovator: Julie White, Special Education Teacher Excelsior Middle School
- Optimizer: Debra Barry, Teacher Leadership Instructional Coach Novak Elementary
- Newcomer: Amy Tristano, Spanish Teacher Excelsior Middle School
- Service: Todd Goodell Academic Assistance Counselor LM High School
- Unsung Hero Award for Volunteerism: Michelle Langston
- Lions PRIDE Award: Jeanne Kuempel Copy Center Technician LM High School
- Shirley Pantini Equity Award: Sheri Crandall Teacher Leadership Instructional Coach -LM High School



Pictured Left to Right: Jeanne Kuempel, Julie White, Amy Tristano, Debra Barry, Steve King, Michelle Langston and Todd Goodell. Not Pictured: Sheri Crandall

Drake Relays: Congratulations to our student athletes that competed in the Drake Relays on Saturday, April 27th! Dimia Burrell, Jill Bennett, Emily Schmidt, and Lily Haars took first place in the girls' 1,600-meter relay, Dimia Burrell also placed second in the long jump, Micah Poellet came in fifth in the 3,000, and Jill Bennett took sixth in the 100. The girls also placed sixth in the 400 relay, eighth in the sprint medley relay, and tied for third in the Hy-Vee Cup. The guys took second in the shuttle hurdle relay, fourth in the 3,200 relay, and fifth in the 400 relay. Dylan Dolezal placed eighth in the 3,200 and Trent Davis came in seventh in the 400 hurdles. Congrats also go out to Trent Davis for becoming the third person in lowa history to beat 14 seconds in the 110-meter with a time of 13.99!



**Girls' Soccer:** Congratulations to LM Girls Soccer for being undefeated (9-0) as of April 27th!

**Community Outreach:** Kudos to the 6th/7th graders at Oak Ridge Middle School for their recent community service project! The students were led by Sadie Staker, a current junior at LMHS and an OR alumna, who teamed up with HACAP and United Way to put together hygiene kits for local shelters and community members in need.





**Robotics News:** Congratulations to the Iron Lions (Team 967) for ranking 42nd in the Curie Division during the FIRST Championship in Detroit, Michigan!







Department of Management

Form S-A Publication

# NOTICE OF PUBLIC HEARING Linn-Mar School District AMENDMENT OF CURRENT BUDGET FISCAL YEAR 2018/2019

Date of Public Hearing: May 6, 2019
Time of Public Hearing: 7:00 PM

Location of Public Hearing: Learning Resource Center Boardroom, 2999 North 10th Street, Marion, IA 52302

The Board of Directors will conduct a public hearing at the above-noted time and place for the purpose of amending the current school budget by changing estimates of expenditures in the following areas by the following amounts:

Area	From	To	Reasons
Instruction	59,800,000	62,050,000	One to one technology implementation
Total Support Services	28,955,000	28,955,000	
Noninstructional Programs	4,380,000	4,380,000	
Total Other Expenditures	20,166,613	20,166,613	

This change in estimates of expenditures will be financed from increased receipts and balances not budgeted or considered in the current budget. There will be no increase in taxes to be paid in the fiscal year ending June 30, 2019. At the hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed amendment. A detailed statement of additional receipts other than taxes, balances on hand at the close of the preceding fiscal year, and proposed expenditures, both past and anticipated, will be available at the hearing.



Inspire Learning.
Unlock Potential.
Empower Achievement.

#### School Board Work Session Minutes April 22, 2019

#### 100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: AbouAssaly, Isenberg, Lausen, Nelson, Wall and Weaver. Absent: Mehaffey.

#### 200: Adoption of the Agenda Motion 162.04.22

**MOTION** by Weaver to adopt the agenda as presented, second by AbouAssaly. Voice vote, all ayes. Motion carried.

#### 300: Work Session

#### 301: IEP Graduation Requirements – Exhibit 301.1

Associate Director of Student Services Megan Burke-Brunscheen and Executive Director of Student Services Leisa Breitfelder presented information on the recent changes regarding graduation requirements for students on individualized education plans (IEPs) to ensure alignment with the requirements of the Every Students Succeeds Act (ESSA). It is no longer permissible to award a regular high school diploma based on IEP goal attainment only. Students on IEPs must now complete 4-3-3-3 Plus IEP, which requires 4 years of English, 3 years of math, 3 years of science, and 3 years of social science, plus IEP goal attainment. The change will begin with the current 9<sup>th</sup> grade class.

#### 302: Technology Services Updates

Executive Director of Technology Services Jeri Ramos will provided an overview of Technology Services including highlights of the technology planned for the new 5<sup>th</sup>/6<sup>th</sup> grade buildings and information on the core switch update and NextGen firewall. Additional information was shared on phishing attacks quarantined by the department in February and April and plans for educating staff and students about these types of attacks. Also, PowerSchool Unified Classroom will debut in the middle schools in 2019-20 and the 1:1 student computer initiative will be implemented in phases.

#### 303: 2019-20 Board Calendar

Superintendent Bisgard facilitated a discussion on the dates and format of board visits for 2019-20. Board members shared they appreciate the visits and would be interested in varying the dates and formats for next year including the possibility of a week-long, walk-in format.

#### 400: Adjournment Motion 163.04.22

<b>MOTION</b> by Wall to adjourn the w	ork session at 6:45 PM,	second by Isenberg.	Voice vote, all ayes
Motion carried.			

Sondra Nelson, Board Pres	ident
JT Anderson, Board Secretary/Treas	surer



#### School Board Regular Meeting Minutes April 22, 2019

#### 100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education regular meeting was called to order at 7:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: AbouAssaly, Isenberg, Lausen, Nelson, Wall and Weaver. Absent: Mehaffey.

#### 200: Adoption of the Agenda Motion 164.04.22

**MOTION** by Weaver to adopt the agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

#### 300: Special Recognitions

#### 301: LIONS Awards & Volunteer Recognitions

Karla Christian, Chief Officer of Human Resources and Director of Public Relations, announced the following recipients of the 2018-19 LIONS Awards and Volunteer Recognitions:

- <u>Legend</u>: Steve King Instrumental Music Teacher at Excelsion
- Innovator: Julie White Special Education Teacher at Excelsion
- **Optimizer:** Debra Barry Teacher Leadership Instructional Coach
- <u>Newcomer</u>: Amy Tristano Spanish Teacher at Excelsior
- <u>Service</u>: Todd Goodell Academic Assistance Counselor at the high school
- LM PRIDE: Jeanne Kuempel Copy Center Technician
- Shirley Pantini: Sheri Crandall Teacher Leadership Instruction Coach
- Unsung Hero for Outstanding Volunteer: Michelle Langston

Winners will be recognized at the 2019 LIONS Awards and Volunteer Reception on Wednesday, May 1<sup>st</sup> from 5:00-6:00 PM in the boardroom of the Learning Resource Center.

#### 302: Teacher Appreciation Week

Board President Sondra Nelson read the following proclamation announcing May 6<sup>th</sup> thru 10<sup>th</sup> as Teacher Appreciation Week:

Whereas, teachers work to open student minds to ideas, knowledge, and dreams; and Whereas, teachers serve as listeners, explorers; role models, motivators, and mentors; and Whereas, teachers continue to influence students long after graduation; Now, therefore, I, Sondra Nelson, serving as President of the Linn-Mar Board of Education, do hereby proclaim May 6-10, 2019, as Teacher Appreciation Week. I urge that we observe this week by taking time to recognize and acknowledge the impact of teachers on the lives of our students.

#### 303: School Board Recognition Month

Board Treasurer/Secretary JT Anderson read the following proclamation announcing May 2019 as School Board Recognition Month and Superintendent Bisgard presented each board member with a certificate from IASB:

As citizen leaders, school board members have the responsibility of making decisions that support the vision of the education program, that ensure our schools are accountable to the community, and that strongly advocate continuous improvement in student learning and achievement. Their role as a board is to consistently work together to Inspire Learning, Unlock Potential, and Empower Achievement for the entire district.

In recognition of the dedicated service of all Iowa school board members, the month of May has been designated School Board Recognition Month by the Iowa Association of School Boards. Please join me in a round of applause for our school board members as a way of showing our appreciation for their dedication and service to the Linn-Mar Community School District.

#### **400: Audience Communications**

• Erin Watts, President of LMEA, thanked the board/administration for the 2019-20 package increase for teachers.

#### **500: Informational Reports**

### 501: Iowa BIG Advisory Board (Apr 10th)

Superintendent Bisgard reported BIG is working on developing a focused mission and purpose and recently conducted a survey to gather feedback on the program from alumni.

### 502: Board Visit to Linn Grove Elementary (Apr 12<sup>th</sup>)

Board members shared they were impressed with the level of student engagement and enjoyed seeing the students participating in the various literacy lessons the board were presented information on during their April 8<sup>th</sup> meeting.

#### 503: Coffee & Conversation (Apr 13<sup>th</sup>)

Board Member Wall reported there were three people in attendance and the discussion focused on the 5<sup>th</sup>/6<sup>th</sup> grade intermediate buildings.

### 504: Marion City Council (Apr 18th)

Board Member AbouAssaly reported the only item discussed that pertained to the district was approval of a zoning change to accommodate the construction of the 35<sup>th</sup> Avenue intermediate building.

#### 505: Cabinet Update – Exhibit 505.1

Superintendent Bisgard shared a reminder of the LIONS/Volunteer reception on May 1<sup>st</sup>, a short update on the zoning issues related to the construction of the intermediate buildings, and a draft of the *LM PRIDE* newsletter.

#### **600: Unfinished Business**

### 601: Approval of Commissioning Services Bid – Exhibit 601.1 Motion 165.04.22

**MOTION** by Lausen to approve SystemWorks, LLC as the lowest responsive bidder for commissioning services related to the two intermediate buildings for \$125,840, second by Wall. Voice vote, all ayes. Motion carried.

#### 700: New Business

#### 701: Set Public Hearing – Exhibit 701.1 *Motion 166.04.22*

**MOTION** by Lausen to set a public hearing for 7:00 PM on May 6, 2019, regarding the FY19 budget amendment, second by Wall. Voice vote, all ayes. Motion carried.

### 702: LMEA Agreement *Motion 167.04.22*

**MOTION** by Wall to approve the Linn-Mar Education Association (LMEA) agreement for 2019-20 at a total package increase of 2.51%, second by Weaver. Voice vote, all ayes. Motion carried.

### 703: Open Enrollment Requests Motion 168.04.22

**MOTION** by Wall to approve the list of open enrollment requests as presented, second by Lausen. Voice vote, all ayes. Motion carried.

#### Approved IN

Name	Grade	Resident District	Reason
Clark, Zachary	K	Cedar Rapids CSD	On time
Darrow, Emma	K	Marion Independent	On time
Johnson, Zackary	K	Cedar Rapids CSD	On time
Salinas, Adian	K	Cedar Rapids CSD	On time

#### **Denied OUT**

Name	Grade	Requested District	Reason
Banowetz, Abigail	7 <sup>th</sup>	Marion Independent	Late, no good cause

#### 800: Consent Agenda Motion 169.04.22

**MOTION** by Wall to approve the consent agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

#### 801: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement	
Frye, Jennifer	From WE 5 <sup>th</sup> Gr Teacher to BW Instructional Coach	8/20/19	Same	
Garcia, Daniel	HS: Science Teacher	8/16/19	BA, Step 1	
Lordey, Angela	HS: Foreign Language Teacher	8/16/19	MA, Step 12	
Pottebaum, Shelly	From BW .5 Reading to NE 1.0 Reading Teacher	8/20/19	Same	
Sleeper, Kaitlyn	HS: English Teacher	8/16/19	BA, Step 5	
Smith, Sean From HS Student Support Services Teacher to IC Instructional Coach		8/20/19	Same	
Sylvester, Allison	OR: 8 <sup>th</sup> Gr Language Arts Teacher	8/16/19	BA, Step 7	

#### Certified Staff: Extended Leave of Absence

Name	Assignment	Dept Action	Reason
Dill, Chelsea	HS: .5 Social Studies/.5 Compass Teacher	2019-20 School Year	Military

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Anderson, Jami	Anderson, Jami  NS: From EH .5 General Help to HS 1.0 General Help/Cashier		SEIU A+.25, Step 1
Brenes, Daysi	NS: From HS General Help/Cashier to Lead Cook	4/22/19	Same
Dundee, Kelly	WF: Student Support Associate	4/8/19	LMSEAA II, Step 10
Helmle, Belva	Student Services: Work Experience Student Support Assoc	4/15/19	LMSEAA II, Step 10
Larson, Makenzie	SC: Student Support Associate	4/15/19	LMSEAA II, Step 7
Leete, Barb	WE: Student Support Associate	8/20/19	LMSEAA II, Step 10
Mittan, Jennifer	LRC: Accounts Receivable/Payroll Assistant	4/29/19	\$20.00/hour
Randklev, Linda	TR: From Regular to Substitute Bus Driver	4/8/19	Step 10
Sears, Margaret	HS: From NS Lead Cook to Custodian	4/22/19	SEIU C, Step 1
Suchan, Judy	NS: BW General Help	4/8/19	Step 1
Vanourney, Haley	WF: Student Support Associate	4/15/19	LMSEAA II, Step 6
Voves, Haley	AC: Aquatic Instructor	4/15/19	\$11.00/hour

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Boyles, Sarah	NS: EX General Help	4/19/19	Personal
Eustice, Andrea	EX: Student Support Associate	5/10/19	Personal
Evans, Michael	NE: Student Support Associate	6/5/19	Personal
Haugen, Katrina	WE: Student Support Associate	6/5/19	Personal
Hird, Ron	TR: Bus Driver	6/7/19	Personal
Holub, Sarah	O&M: Secretary	4/11/19	Personal
Kurth, Marianne	NE: .5 Student Support Associate	6/7/19	Personal
Miller, Sara	NE: Student Support Associate	6/4/19	Personal
Skaggs, Kaitlyn	NE: .5 Student Support Associate	4/11/19	Personal
Taylor, Daveeta	TR: Bus Driver	6/7/19	Retirement
Vorobtsov, Rebecca	OR: Health Assistant	5/10/19	Personal

Co/Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Escamilla, Hannah	HS: Assistant 9/10 Softball Coach	5/6/19	\$3,213
Nie, Janisse	HS: Assistant Varsity Girls' Swim Coach	4/9/19	\$3,213

### 802: Approval of April 8th Minutes - Exhibit 802.1

#### 803: Approval of Bills – Exhibit 803.1

#### 804: Approval of Contracts – Exhibits 804.1-7

- 1. Retail natural gas agreement with MidAmerican
- 2. Independent contractor agreement with Rick Ironside
- 3. Independent contractor agreement with Diana Knight
- 4. Independent contractor agreement with Nick McGraw
- 5. Independent contractor agreement with Carol Tralau
- 6. Independent contractor agreement with Jason Wells
- 7. Independent contractor agreement with Gary Hoobler
- 8. Interagency agreements for special education with Cedar Rapids CSD (3), College CSD (1), and lowa City CSD (1). For student confidentiality, exhibits not provided.

#### 805: Financials - Exhibits 805.1-2

- 1. School Finance and Cash Balance Reports as of March 31, 2018
- 2. School Finance and Cash Balance Reports as of March 31, 2019

#### 806: Overnight Excursion/Trip Request – Exhibit 806.1

Request submitted by Dan Terrell for the LMHS Marching Band to travel to Ireland during spring break of 2021 with other metro-area high schools to perform in the St. Patrick's Day Parade in Dublin.

#### 900: Board Communications/Calendar/Committees/Advisories

#### 901: Board Communications

Board members shared reminders about the Robotics event on Saturday, April 27<sup>th</sup> wherein the team will compete to qualify for World Championships!

#### 902: Board Calendar

Date	Time	Event	Location
April 26	7:30 AM	Board Visit	Westfield Elementary

Date	Time	Event	Location
May 1	5:00 PM	LIONS & Volunteer Awards	LRC Boardroom
May 3	Noon	Board Visit	Excelsior Middle School
May 6	10:30 AM	ALO Student Presentation	LRC Boardroom
May 6	5:00 PM	Board Work Session	LRC Boardroom
iviay 0	7:00 PM	Board Regular Meeting	
May 7	11:50 AM	SODA/TRY Luncheon	Indian Creek Country Club
May 8	11:30 AM	Linn County State of the County Luncheon	Hotel at Kirkwood
May 9		Marion City Council	City Hall
May 16		Finance/Audit Committee	LRC Room 203
May 20	5:00 PM	Board Work Session	LRC Boardroom
iviay 20	7:00 PM	Board Regular Meeting	ENC Boardroom
May 21	Noon	100-Hr Volunteer Celebration	Hills Bank (Next to Goodwill)
May 22	Noon	Policy Committee Meeting	Superintendent's Conference Room
May 22	4:00 PM	School Improvement Advisory Committee (SIAC)	LRC Boardroom
May 23	5:30 PM	Marion City Council	City Hall
May 26	1:00 PM	High School Graduation	US Cellular Center
May 30	1:00 PM	Success Center Graduation	Success Center
Date	Time	Event	Location
June 6	7:30 AM	Finance/Audit Committee	LRC Room 203
June 6	5:30 PM	Marion City Council	City Hall
Date	Time	Event	Location
June 10	5:00 PM	Board Work Session	LRC Boardroom
Julie 10	7:00 PM	Board Regular Meeting	LNC Boardroom
June 11	All Day	LIONS Open Golf Outing	Hunters Ridge Golf Course
June 20	5:30 PM	Marion City Council	City Hall
Date	Time	Event	Location
July 15	5:00 PM	Board Work Session	LRC Boardroom
July 15	7:00 PM	Board Regular Meeting	LIC Boardiooni
July 18	5:30 PM	Marion City Council	City Hall

### 903: Committees/Advisories

Committees/Advisories	Board Representatives
Finance/Audit Committee	AbouAssaly, Lausen, and Nelson
Policy/Governance Committee	Isenberg, Wall, and Weaver
Career & Technical Education Advisory Committee (CTE)	Nelson and Mehaffey
School Improvement Advisory Committee (SIAC)	AbouAssaly and Mehaffey
Iowa BIG Advisory Board	Isenberg
Linn County Conference Board	Lausen
Facilities Advisory Committee	Nelson and AbouAssaly

1000: Adjournment Motion 170.04.22

MOTION by AbouAssaly to adjourn the regular meeting at 7:55 PM, second by Weaver. Voice vote, all

ayes. Motion carried.	,	Ü	3	,		,
				Sondra N	elson, Board Pi	resident
				JT Anderson, Boa	rd Secretary/Tr	easurer

A - Warrants Paid Listing		<u>Criteria</u>
_	Date Range:	04/19/2019 - 05/02/201
iscal Year: 2018-2019  Vendor Name	Description	Check Total
	Besonption	
Fund: AQUATIC CENTER	GENERAL SUPPLIES	\$1,063.26
BMO MASTERCARD	MISC REVENUE	\$240.00
CORWIN STACEY	EE LIAB-DIR DEP NET PAY	\$7,642.07
FARMERS STATE BANK		\$11.25
FASSLER MEGAN	MISC REVENUE	\$142.48
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$609.30
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$142.48
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$609.30
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$591.75 \$824.84
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	•
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,237.89
LEWIS KIM	MISC REVENUE	\$67.50
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$11.84
MADISON NATIONAL LIFÉ INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$20.43
MEHOLENSKY MICHAEL	MISC REVENUE	\$30.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$15.29
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$1,064.06
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$38.96
PARIKH NIKI	MISC REVENUE	\$7.50
ROSEKRANS JAMI	MISC REVENUE	\$67.50
SPLASH MULTISPORT	GENERAL SUPPLIES	\$1,262.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$234.31
USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES	\$1,002.00
	Fund Tot	al: \$16,936.01
und: DEBT SERVICE	WIEDEOT	\$486,831.25
BANKERS TRUST COMPANY	INTEREST	\$600.00
BANKERS TRUST COMPANY	OTHER PROFESSIONAL	
BANKERS TRUST COMPANY	PRINCIPAL REDEMPTION	\$1,790,000.00 \$649.00
CUSIP GLOBAL SERVICES	OTHER PROFESSIONAL	
Fund: GENERAL	Fund Tot	al: \$2,278,080.25
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$807.50
ALBERTSON JIM	OFFICIAL/JUDGE	\$70.00
ALLIANT ENERGY	ELECTRICITY	\$7,801.47
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$2,940.00
ASIFLEX	OTHER PROFESSIONAL	\$780.00
ATLANTIC COCA-COLA	INSTRUCTIONAL SUPPLIES	\$378.22
BAUER BUILT	VEHICLE REPAIR	\$1,154.00
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	\$429.30
	COMP/TECH HARDWARE	\$2,673.42
BMO MASTERCARD	COMPUTER SOFTWARE	\$5,073.76
BMO MASTERCARD	DUES AND FEES	\$131.45
BMO MASTERCARD	GARBAGE COLLECTION	\$8,210.16
BMO MASTERCARD		\$33.10
BMO MASTERCARD	GASOLINE	დაა. 10

# IA - Warrants Paid Listing

<u>Criteria</u>

04/19/2019 - 05/02/2019

Date Range:

Vendor Name	Description	Check Total
BMO MASTERCARD	GENERAL SUPPLIES	\$5,420.12
BMO MASTERCARD	HEAT/PLUMBING SUPPLY	\$135.38
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$21,415.66
BMO MASTERCARD	LIBRARY BOOKS	\$476.40
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$785.83
BMO MASTERCARD	OTHER PROFESSIONAL	\$149.00
BMO MASTERCARD	POSTAGE/UPS	\$11.82
BMO MASTERCARD	PROF SERV: EDUCATION	(\$427.16)
BMO MASTERCARD	REF & RSRCH MATERIAL	\$72.48
BMO MASTERCARD	REPAIR PARTS	\$1,035.50
BMO MASTERCARD	STAFF WORKSHP/CONF	\$3,899.88
BMO MASTERCARD	TEXTBOOKS	\$5.06
BMO MASTERCARD	TRAVEL	\$6,654.13
BRINEY LARRY	GROUNDS UPKEEP	\$350.00
C.R. GLASS CO	REPAIR/MAINT SERVICE	\$237.00
C4 OPERATIONS BACKGROUND CHECK SERVICES	OTHER PROFESSIONAL	\$56.00
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$1,130.02
CEDAR RAPIDS COMM SCH DIST	GENERAL SUPPLIES	\$200.00
CEDAR RAPIDS COMM. SCHOOL/RW	INSTRUCTIONAL SUPPLIES	\$6,388.56
CEDAR RAPIDS TIRE	REPAIR PARTS	\$188.92
CENTURYL INK	TELEPHONE	\$743.39
CENTURYLINK	TELEPHONE	\$2,114.83
COLLECTION	EE LIAB-GARNISHMENTS	\$4,082.28
COMMITTEE FOR CHILDREN	INSTRUCTIONAL SUPPLIES	\$3,213.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$10.00
COMMUSA	REPAIR PARTS	\$729.29
COOK JEFF	OFFICIAL/JUDGE	\$70.00
CROWBAR'S	MAINTENANCE SUPPLIES	\$21.41
CULLIGAN	GENERAL SUPPLIES	\$42.00
DEMCO	GENERAL SUPPLIES	\$219.16
DEMCO	INSTRUCTIONAL SUPPLIES	\$188.82
DEMCO	LIBRARY BOOKS	\$118.15
DEPARTMENT OF EDUCATION	BUS INSPECTION FEES	\$2,840.00
DOMINO'S PIZZA-4358	INSTRUCTIONAL SUPPLIES	\$82.66
DRY CLEANING PLUS	INSTRUCTIONAL SUPPLIES	\$2,480.50
ELLIS JAMES	Professional Educational Services	\$600.00
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$798.93
EMS DETERGENT SERVICES	INSTRUCTIONAL SUPPLIES	\$100.00
EMSLRC	INSTRUCTIONAL SUPPLIES	\$80.00
EXPANDING EXPRESSION LLC	INSTRUCTIONAL SUPPLIES	\$273.90
FAMILY VIDEO	FACILITY RENTAL	\$3,662.04
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$145.06
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,889,070.23
FEDEX	GENERAL SUPPLIES	\$12.03
LULA	OLINEIVAL OUI I LIEG	\$12.03 \$16.24

# IA - Warrants Paid Listing

Date Range:

<u>Criteria</u>

04/19/2019 - 05/02/2019

Vendor Name	Description	Check Total
FEINER SUPPLY	INSTRUCTIONAL SUPPLIES	\$1,176.90
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$4,451.03
FOLLETT SCHOOL SOLUTIONS, INC	MISC. GRANTS	\$469.47
FRY ANN	TRAVEL	\$31.30
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$16.37
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$1,417.86
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$30.00
GRANT WOOD AEA	OTHER PROFESSIONAL	\$407.40
GRANT WOOD AEA	PROF SERV: EDUCATION	\$1,750.00
GRANT WOOD AEA	STAFF WORKSHP/CONF	\$80.00
GRIGGS MUSIC INC	EQUIPMENT REPAIR	\$436.00
HALLS PHOTO	GENERAL SUPPLIES	\$29.00
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$26,973.92
HAPPY JOE'S PIZZA	INSTRUCTIONAL SUPPLIES	\$211.96
HARRINGTON, CARMEN	PROF SERV: EDUCATION	\$25.00
HOBART SERVICE	REPAIR PARTS	<b>\$1</b> 47.61
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$723.20
HUGH O'BRIAN YOUTH LEADERSHIP	INSTRUCTIONAL SUPPLIES	\$620.00
HYDRONIC ENERGY	EQUIPMENT REPAIR	\$29.04
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$59,223.59
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$253,232.22
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$59,223.59
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$253,232.22
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$355,242.57
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$460.75
INVOLTA	OTHER TECH SER	\$345.00
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$145,484.88
IOWA DEPT OF REVENUE - ADMIN WAGE LEVY	EE LIAB-GARNISHMENTS	\$246.41
IOWA FIRE PROTECTION	EQUIPMENT REPAIR	\$220.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$309,329.87
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$464,240.76
IOWA SHARES	EE LIAB-CHARITY	\$28.00
IOWA WELDING AND SUSPENSION	REPAIR PARTS	\$1,466.73
JOE SAMPLE	OFFICIAL/JUDGE	\$70.00
JORDAN MAKINSTER	Professional Educational Services	\$595.00
JOSEPH PISARIK	TRAVEL	\$59.03
JVA MOBILITY	EQUIPMENT >\$1999	\$4,100.00
KNIGHT DIANA	INSTRUCTIONAL SUPPLIES	\$60.00
LETTER PERFECT	GENERAL SUPPLIES	\$1,235.20
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$241.05
LIFELINE AMPLIFICATION SYSTEMS	INSTRUCTIONAL SUPPLIES	\$213.00
LINN COUNTY REC	ELECTRICITY	\$21,531.68
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$372.77
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$250.17
LYNCH FORD	VEHICLE REPAIR	\$2,881.38

### IA - Warrants Paid Listing

<u>Criteria</u>

Date Range:

04/19/2019 - 05/02/2019

Vendor Name	Description	Check Total
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,888.16
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12,478.27
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$1,703.46
MARION JANITORIAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	\$23.08
MARION TIMES	ADVERTISING	\$699.84
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$536.78
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$246.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$6,489.82
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$509,769.73
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$2,598.99
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$26,100.00
MID AMERICAN ENERGY	NATURAL GAS	\$3,896.96
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$22,969.80
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR/MAINT SERVICE	\$1,044.74
MONTEREY COUNTY OFFICE OF EDUCATION	STAFF WORKSHP/CONF	\$2,200.00
NATIONAL AUTISM RESOURCES, INC	INSTRUCTIONAL SUPPLIES	\$27.97
NORSOLV SYSTEMS ENVIRONMENTAL SERVICE	GREASE,OIL,LUBE,COOL	\$45.00
NORTHTOWNE CYCLING & FITNESS	MAINTENANCE SUPPLIES	\$250.00
OHM BEVERLY	INSTRUCTIONAL SUPPLIES	\$137.00
ORCHESTRA IOWA	Professional Educational Services	\$297.50
PALOS SPORTS	INSTRUCTIONAL SUPPLIES	\$270.33
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$117.29
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$56.99
PERFORMANCE THERAPIES, P.C.	INSTRUCTIONAL SUPPLIES	\$1,887.27
PERMA-BOUND BOOKS	LIBRARY BOOKS	\$155.71
PHEAA	EE LIAB-GARNISHMENTS	\$619.43
PLATTEN AMANDA	TRAVEL	\$21.13
Polk County Sheriff	EE LIAB-GARNISHMENTS	\$1,187.58
POWER LIFT	INSTRUCTIONAL SUPPLIES	\$92.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,021.23
PUSH-PEDAL-PULL	INSTRUCTIONAL SUPPLIES	\$500.00
QUILL CORPORATION	GENERAL SUPPLIES	\$94.80
QUINN STORAGE	FACILITY RENTAL	\$160.00
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$175.76
S & S WORLDWIDE	INSTRUCTIONAL SUPPLIES	\$234.80
SCHLEGEL MATTHEW	OFFICIAL/JUDGE	\$70.00
SCHLEGEL SCOTT	OFFICIAL/JUDGE	\$70.00
SCHULTZ SCOTT	OFFICIAL/JUDGE	\$70.00
SHANLEY STEVE	INSTRUCTIONAL SUPPLIES	\$150.00
SHERWIN-WILLIAMS	MAINTENANCE SUPPLIES	\$306.74
SNEAD CHELSI	TRAVEL	\$41.18
SOLARWINDS, INC	COMPUTER SOFTWARE	\$4,793.00
STARKEY KENDRA	TRAVEL	\$58.91
SULLIVAN BARBRA	MISC REVENUE	\$5.00

IA - Warrants Paid Listing		<u>riteria</u> 4/19/2019 -  05/02/201
Fiscal Year: 2018-2019	Duto Kango.	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Vendor Name	Description	Check Total
TEACHING STRATEGIES INC	GENERAL SUPPLIES	\$150.00
TERRY DURIN	REPAIR PARTS	\$149.13
THE SHREDDER	OTHER PROFESSIONAL	\$72.00
THERAPRO INC	INSTRUCTIONAL SUPPLIES	\$14.45
THINK SAFE INC	GENERAL SUPPLIES	\$279.00
TOOLS 4 READING, LLC	INSTRUCTIONAL SUPPLIES	\$290.00
TRAFFIC SAFETY CORPORATION	INSTRUCTIONAL SUPPLIES	\$42.50
TRALAU CAROL A.	INSTRUCTIONAL SUPPLIES	\$208.58
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$178,289.53
U.S. TOY CO	INSTRUCTIONAL SUPPLIES	\$498.76
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$799.00
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$899.37
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$65,744.85
VOYAGER SOPRIS LEARNING	STAFF WORKSHP/CONF	\$56,763.00
WALMART	INSTRUCTIONAL SUPPLIES	\$203.48
WINDSTAR LINES	RENTALS EQUIPMENT	\$2,925.00
WINDSTREAM	TELEPHONE	\$800.86
WRIGHT-WAY TRAILERS	REPAIR PARTS	\$164.88
YEISLEY BILL	OFFICIAL/JUDGE	\$125.00
YOUTHLIGHT, INC	INSTRUCTIONAL SUPPLIES	\$121.77
	Fund Total:	\$5,881,330.24
Fund: LOCAL OPT SALES TAX		
SHIVE-HATTERY INC.	ARCHITECT	\$4,500.00
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$601.00
	Fund Total:	\$5,101.00
Fund: MANAGEMENT LEVY		<b>#</b> E40.7E
IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT COMP	\$546.75
	Fund Total:	\$546.75
Fund: NUTRITION SERVICES	GENERAL SUPPLIES	\$212.74
BMO MASTERCARD	MEETING EXP/SERVICES	\$144.85
BMO MASTERCARD	GENERAL SUPPLIES	\$39.99
BOYLES SARAH	EE LIAB-GARNISHMENTS	\$182.00
COLLECTION	EE LIAB-DIR DEP NET PAY	\$55,107.31
FARMERS STATE BANK	GENERAL SUPPLIES	\$40.00
HUMITECH OF IOWA INC	EE LIAB-MEDICARE	\$1,087.38
INTERNAL REVENUE SERVICE-9343		\$4,649.43
INTERNAL REVENUE SERVICE-9343	EE LIAB MEDICARE	\$1,087.38
INTERNAL REVENUE SERVICE-9343	ER LIAB SOC SEC	
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,649.43 \$4,513.45
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$4,513.45
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$9,683.05
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$14,532.28
KECK FOODS	PURCHASE FOOD	\$6,642.70
LARIMER AUDRA	UNEARNED REVENUE	\$79.40

IA - Warrants Paid Listing		<u>Criteria</u>
Fiscal Year: 2018-2019	Date Range:	04/19/2019 - 05/02/201
Vendor Name	Description	Check Total
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$147.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$185.02
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$435.72
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$16,196.92
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$1,235.28
NOBLE TINA	UNEARNED REVENUE	\$54.65
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$501.00
SCHERKENBACH JAMIE	UNEARNED REVENUE	\$51.30
STICKNEY MELISSA	UNEARNED REVENUE	\$113.85
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,381.80
U.S. DEPARTMENT OF TREASURYFMS	EE LIAB-GARNISHMENTS	\$184.45
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$620.00
	Fund Total	\$124,758.88
und: PHY PLANT & EQ LEVY		** · · · · ·
APPLEBY & HORN	CONSTRUCTION SERV	\$647.05
C.R. GLASS CO	BLDG. CONST SUPPLIES	\$876.68
COMMUNICATIONS ENGINEERING CO	BLDG. CONST SUPPLIES	\$4,060.00
D & K PRODUCTS	GENERAL SUPPLIES	\$20,048.75
HUPP ELECTRIC MOTORS	BLDG. CONST SUPPLIES	\$1,024.32
IOWA MS, INC PARTS	BLDG. CONST SUPPLIES	\$1,650.21
MASTERLIBRARY.COM, LLC	COMPUTER SOFTWARE	\$4,800.00
und: PUB ED & REC LEVY	Fund Total	: \$33,107.01
BUSH TURF INC	GROUNDS UPKEEP	\$2,924.36
CO-LINE WELDING, INC	GROUNDS UPKEEP	\$750.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,609.67
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$31.38
	EE LIAB-SO SEC	\$1.36 \$134.18
INTERNAL REVENUE SERVICE 9343		• • • • • • • • • • • • • • • • • • • •
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$31.38 \$134.18
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	• -
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$165.35 \$150.06
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$159.96 \$240.06
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$240.06
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$7.00
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$437.16
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$81.21
und: STUDENT ACTIVITY	Fund Total	: \$6,708.39
ADRENALINE FUNDRAISING	INSTRUCTIONAL SUPPLIES	\$465.00
AL-YASSIRI LATIF	OFFICIAL/JUDGE	\$110.00
BEST GREGORY	OFFICIAL/JUDGE	\$60.00
BMO MASTERCARD	DUES AND FEES	\$150.00
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$9,228.90

Report: rptIAChecksPaidListing

Printed: 05/02/2019

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2018.4.19

Page:

# IA - Warrants Paid Listing

<u>Criteria</u>

Date Range:

04/19/2019 - 05/02/2019

Vendor Name	Description	Check Total
BMO MASTERCARD	TRAVEL	\$12,341.52
BOEHM ROMAN	OFFICIAL/JUDGE	\$270.00
CAST OF THOUSANDS PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$350.00
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$327.00
CEDAR VALLEY CHRISTIAN SCHOOL	INSTRUCTIONAL SUPPLIES	\$50.00
CENTER STAGE	PROF SERV: EDUCATION	\$400.00
CITY HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$90.00
COE COLLEGE.	DUES AND FEES	\$1,200.00
COHEN BRIAN	OFFICIAL/JUDGE	\$240.00
COPYWORKS	INSTRUCTIONAL SUPPLIES	\$177.00
DANELLE MURESAN FOSTER	OFFICIAL/JUDGE	\$60.00
DODGE JOHN	OFFICIAL/JUDGE	\$100.00
DUGGAN KYLE	OFFICIAL/JUDGE	\$100.00
DZAKIC PERO	OFFICIAL/JUDGE	\$110.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$49.90
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$937.70
GROSH SCENIC RENTALS INC	INSTRUCTIONAL SUPPLIES	\$603.44
HALLS PHOTO	INSTRUCTIONAL SUPPLIES	\$90.00
HARTKE HAROLD	OFFICIAL/JUDGE	\$230.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$16.48
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$70.46
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARÉ	\$16.48
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$70.46
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$111.27
IOWA HIGH SCHOOL ATHLETIC ASSOC	DUES AND FEES	\$5,082.00
IOWA HIGH SCHOOL ATHLETIC ASSOC	INSTRUCTIONAL SUPPLIES	\$66.45
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$87.63
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$131.54
JANDIK DEAN	OFFICIAL/JUDGE	\$120.00
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$128.00
MCGRAW NICHOLAS	INSTRUCTIONAL SUPPLIES	\$637.90
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$571.29
NATIONAL CHEERLEADERS ASSOCIATION	INSTRUCTIONAL SUPPLIES	\$4,100.00
PERFECT GAME INC	INSTRUCTIONAL SUPPLIES	\$6,221.00
PETROVIC NIKOLA	OFFICIAL/JUDGE	\$100.00
PORT'O'JONNY	INSTRUCTIONAL SUPPLIES	\$172.00
POWER MUSIC	INSTRUCTIONAL SUPPLIES	\$450.00
SCHLEGEL MATTHEW	OFFICIAL/JUDGE	\$235.00
SETON	INSTRUCTIONAL SUPPLIES	\$381.82
SOCCER.COM	INSTRUCTIONAL SUPPLIES	\$614.22
STERLING ATHLETICS	INSTRUCTIONAL SUPPLIES	\$2,895.00
TO THE LETTER	INSTRUCTIONAL SUPPLIES	\$48.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$42.19
TRIBBLE ALAN	OFFICIAL/JUDGE	\$110.00
TURNER TYLER	OFFICIAL/JUDGE	\$170.00

IA - Warrants Paid Listing **Criteria** Date Range: 04/19/2019 - 05/02/2019 Fiscal Year: 2018-2019 Check Total Vendor Name Description **INSTRUCTIONAL SUPPLIES** \$88.36 WALMART **DUES AND FEES** \$700.00 WELLS JASON \$75.00 WEST HIGH MATH CLUB **DUES AND FEES** WESTCOM WIRELESS INC EQUIPMENT >\$1999 \$8,513.00 **Fund Total:** \$59,766.01 **Fund: STUDENT STORE BMO MASTERCARD GENERAL SUPPLIES** \$56.28

\$56.28

\$8,406,390.82

Fund Total:

**Grand Total:** 

**End of Report** 

Printed: 05/02/2019 10:32:57 AM Report: rptIAChecksPaidListing 2018.4.19 Page: 8



#### NOTICE TO PROCEED

April 17, 2019

TO:

Dryspace, Inc..

ADDRESS:

707 66th Avenue SW Cedar Rapids, IA 52404

PROJECT:

2183340

CONTRACT FOR:

2019 Linn-Mar Roof Improvements

Wilkins Elementary School Linn-Mar High School

Linn-Mar Community School District

You are notified that the Contract Times under the above contract commenced on March 19, 2019. By that date, you were to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Substantial Completion is August 2, 2019.

Before you may start any Work at the site, you must deliver to Shive-Hattery Inc. a certificate of insurance which you are required to purchase and maintain in accordance with the Contract Documents. You have complied with this requirement.

Also before you may start any Work at the site, you must provide a Schedule of Values, Construction Schedule, Subcontractor and Supplier list and Product List.

	Linn-Mar Community School District	
	Owner	
By:		
	Authorized Signature	
	BoardPresident	
	Title	

END OF DOCUMENT 00 0550



DATE: March 19, 2019

#### NOTICE OF AWARD

TO:

Dryspace, Inc..

ADDRESS:

707 66th Avenue SW

Cedar Rapids, IA 52404

PROJECT: 2183340

CONTRACT FOR:

2019 Linn-Mar Roof Improvements

Wilkins Elementary School Linn-Mar High School

Linn-Mar Community School District

You are notified that your Bid dated February 28, 2019, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Base Bid 1.

The Contract Price of your contract is Seven Hundred Forty-six Thousand Nine Hundred Thirty-seven Dollars and 00/100 (\$746,937.00), in accordance with your bid.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is, by April 3, 2019.

- You must deliver the following in hard copy form to Shive-Hattery, Inc. as one packet: 1.
  - a. One copy of the fully executed **Notice of Award**. (See Attached)
  - b. One fully executed counterpart of the enclosed Agreement bearing your signature on page 8. (See Attached)
  - c. Not later than ten days following the date of execution of the Agreement the Performance and Payment Bond as specified in the Supplementary Instructions to Bidders and enclosed herein. (See Attached)
  - d. Certificate of Insurance as outlined in the Document A101 2017 Exhibit A.
  - e. One copy of your state registration, showing your identification number.
  - One Sex Offender Acknowledgement and Certification form (attached) from your company and provide a signed document from each sub-contractor who will have workers on-site as per Section 00 7300, Article 13.12. (See Attached)

As per AIA Digital Data Protocol, documents may be submitted by uploaded via Newforma Information Exchange.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

Linn-Mar 2019 Roof **Improvements** Project # 2183340

NOTICE OF AWARD

There will be a Preconstruction Conference scheduled in advance of the commencement of Work. It is required that representative from your firm in charge of the project, and any subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time. Sets of the Project Manual and Drawings will be available to you at this conference.

	LINN-MAR COMMUNITY SCHOOL DISTRICT
	Owner
By:	Authorized Circothur
	Authorized Signature
	Board President
	Title
ACC	CEPTANCE OF AWARD
	DRYSPACE, INC.
	Contractor
Ву:	Ne cal Alice
<b>_</b> j.	Authorized Signature
	Morect Manage
	Title
	0/2/10
	- 3/25/19
	Date



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

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

#### BETWEEN the Owner:

(Name, legal status, address and other information)

Linn-Mar Community School District 2999 North 10th Street Marion, IA 52302 Telephone Number: (319) 447-3000

Fax Number: (319) 377-9252

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

Dryspace, Inc. 707 66th Avenue SW Cedar Rapids, IA 52404 Telephone Number: 319-365-2720 Fax Number: 319-365-2812

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

2019 Linn-Mar Roof Improvements

Wilkins Elementary School, 2127 27th Street Marion, Iowa 52302

Linn-Mar High School, 3111 N. 10th Street, Marion IA 52302

Base Bid 1 - High School Roof Levels A & N & Wilkins Elementary Roof Levels A, B, C, E, & F

Shive-Hattery Project # 2183340

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

Shive-Hattery, Inc. 222 3rd Ave SE Suite 300 Cedar Rapids, IA 52401 Telephone Number: 319-364-0227 Fax Number: 319-364-4251

The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

#### **TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

#### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- [X] The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- [X] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

On site work may Commence after June 5, 2019.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

#### § 3.3 Substantial Completion

**User Notes:** 

Init.

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(3B9ADA54)

(Check one of the following boxes a	nd complete the necessary information.)	
[ ] Not later than ( ) calendar	days from the date of commencement of the Wo	ork.
[X] By the following date: Augu	st 2, 2019	
	Contract Time as provided in the Contract Docu ntial Completion of the entire Work, the Contract following dates:	
Portion of Work Final Completion (Paperw	Substantial Completion Date ork Only)  August 30, 2019	
§ 3.3.3 If the Contractor fails to achi if any, shall be assessed as set forth	eve Substantial Completion as provided in this Sin Section 4.5.	ection 3.3, liquidated damages
Contract. The Contract Sum shall be	ractor the Contract Sum in current funds for the C e Seven Hundred Forty-six Thousand Nine Hund to additions and deductions as provided in the Co	red Thirty-seven Dollars and
§ 4.2 Alternates § 4.2.1 Alternates, if any, included in	n the Contract Sum:	
Item	Price	
execution of this Agreement. Upon	ed below, the following alternates may be accepte acceptance, the Owner shall issue a Modification a conditions that must be met for the Owner to ac	to this Agreement.
Item	Price	Conditions for Acceptance
§ 4.3 Allowances, if any, included in (Identify each allowance.)	n the Contract Sum:	
Item	Price	
§ 4.4 Unit prices, if any: (Identify the item and state the unit	price and quantity limitations, if any, to which th	e unit price will be applicable.
Item	Units and Limitations	Price per Unit (\$0.00)
Metal Deck	1600 / SF	\$8.20
§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated)	uidated damages, if any.)	
complete or for any extra costs for	the established date of Substantial Completion un engineering or architectural services, construction e delayed prosecution of the Work by the Contrac	observation services and

**User Notes:** 

Substantial Completion required by the Agreement.

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

#### ARTICLE 5 PAYMENTS

#### § 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Sixty (60) days after the Architect receives the Application for Payment.

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

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
  - .1 That portion of the Contract Sum properly allocable to completed Work;
  - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
  - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
  - .1 The aggregate of any amounts previously paid by the Owner;
  - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
  - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
  - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
  - .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

Init.

1

§ 5.1.7.1.1 The following items are not subject to retainage:

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User Notes:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
  - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
  - .2 a final Certificate for Payment has been issued by the Architect.

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

§ 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

#### ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

]	]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[	]	Litigation in a court of competent jurisdiction
[)	( )	Other (Specify)

Refer to Document 00 7300 Supplementary Conditions, Article 15.2.5, "If the parties do not mutually agree with the

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decision of the initial Decision Maker, then resolution shall be subject to litigation, unless an alternative dispute resolution process such as mediation or arbitration is mutually agreeable to by the parties involved in the dispute".

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

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

#### § 8.2 The Owner's representative:

(Name, address, email address, and other information)

JT Anderson Linn-Mar Community School District 2999 N. Tenth Street Marion, Iowa 52302 Telephone Number: (319) 447-3000 Fax Number: (319) 377-9252

Email Address: jtanderson@linnmar.k12.ia.us

#### § 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Lynn Price
Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: (319) 365-2720
Fax Number: (319) 365-2812
Mobile Number: (319) 533-3016
Email Address: lynn@dryspace.com

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

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101<sup>TM</sup> 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101<sup>TM</sup>—2017 Exhibit A, and elsewhere in the Contract Documents.

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User Notes:

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203<sup>TM</sup>–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101<sup>TM</sup>\_2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101<sup>TM</sup>—2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201<sup>TM</sup>–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203<sup>™</sup>-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203-2013 incorporated into this Agreement.)

.5	Drawings			
	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda, if any:			
	Number Addendum 1	Date February 26, 2019	Pages 11	
	Portions of Addenda r Documents unless the	elating to bidding or proposal requirential bidding or proposal requirements are	nents are not part of also enumerated in t	the Contract his Article 9.
.8	Other Exhibits: (Check all boxes that a required.)	apply and include appropriate informa	ation identifying the o	exhibit where
		, Sustainable Projects Exhibit, dated as orporated into this Agreement.)	s indicated below:	
	[ ] The Sustainabil	ity Plan:		
	Title	Date	Pages	
[ ] Supp	olementary and other Cond	ditions of the Contract:		
	Document	Title	Date	Pages
.9	[1] [1] [1] [1] [1] [1] [1] [1] [1] [1]	r, listed below: nal documents that are intended to for	m part of the Contra	ct Documents. 1

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201<sup>TM</sup>—2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or

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proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

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

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

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

Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302

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

**Boomerang Corporation** 12536 Buffalo Road Anamosa, IA 52205

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

Linn-Mar Intermediate Schools Site Grading Bcho Hill and 35th Avenue Marion, IA 52302

OPN Project #: 18245000

Single prime contract for Civil work including site grading activities to establish proposed building subgrade elevation and installation of perimeter and sub floor drain tile system.

(Name, legal status, address and other information)

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

The Owner and Contractor agree as follows.

#### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**User Notes:** 

#### **TABLE OF ARTICLES**

- THE CONTRACT DOCUMENTS 1
- THE WORK OF THIS CONTRACT
- DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- **CONTRACT SUM**
- **PAYMENTS**
- 6 **DISPUTE RESOLUTION**
- **TERMINATION OR SUSPENSION**
- MISCELLANEOUS PROVISIONS
- **ENUMERATION OF CONTRACT DOCUMENTS**

#### **EXHIBIT A INSURANCE AND BONDS**

#### **ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

The date of this Agreement. X 1

]	]	A date set forth in a notice to proceed issued by the Owner.

_	1021	1 1 850 C
[	]	Established as follows:
		(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[ ]	Not later than	(	) calendar days from the date of commencement of the Wo	rk.
-----	----------------	---	---	-----

**User Notes:** 

#### [X] By the following date: June 1, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

**Portion of Work** 

**Substantial Completion Date** 

Site Grading - Two Locations

June 1, 2019

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Fifty-Six Thousand Dollars and Zero Cents (\$ 556,000.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item None Price

4,5115

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

**Conditions for Acceptance** 

None

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item

Price

None

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	<b>Units and Limitations</b>	Price per Unit (\$0.00)
Unit Price 1: Subgrade stabilization with	Cubic yard	\$18.00/cubic yard
suitable soil Unit Price 2: Subgrade stabilization with	Cubic yard	\$50.00/cubic yard
crushed rock Unit Price 3: Import suitable soil from off site	Cubic yard	\$18.00/cubic yard

#### § 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Not Applicable

#### § 4.6 Other:

**User Notes:** 

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable

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#### ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than, two weeks prior to next scheduled Linn-Mar Community School District normal monthly Board meeting, the Owner shall make payment of the amount certified to the Contractor one week after the Board meeting. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 In accordance with AIA Document A201TM-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as

§ 5.1.6.1 The amount of each progress payment shall first include:

That portion of the Contract Sum properly allocable to completed Work;

That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

That portion of Construction Change Directives that the Architect determines, in the Architect's .3 professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

The aggregate of any amounts previously paid by the Owner;

- The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, .3 unless the Work has been performed by others the Contractor intends to pay;
- For Work performed or defects discovered since the last payment application, any amount for which .4 the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: (Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of

retainage may be limited by governing law.)

5%

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(1450849392) **User Notes:** 

§ 5.1.7.1.1 The following items are not subject to retainage: (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next monthly Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. 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) days of the receipt of the request.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

On any work remaining on outstanding punch list.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

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

§ 5.2 Final Payment

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

- the Contractor has fully performed the Contract except for the Contractor's responsibility to correct .1 Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- a final Certificate for Payment has been issued by the Architect. .2

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

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The reaming balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

§ 5.3 Interest

**User Notes:** 

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

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 74A.2, Code of Iowa %

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#### ARTICLE 6 DISPUTE RESOLUTION

#### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not Applicable

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- [ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- [ X ] Litigation in a court of competent jurisdiction
- [ ] Other (Specify)

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

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

#### **ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

J.T. Anderson Chief Financial/Operating Officer Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302

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

Bryce Ricklefs President **Boomerang Corporation** 12536 Buffalo Road Anamosa, IA 52205

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM\_2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

See Specification Section 00 22 13, Article 7, Paragraph 1.A - Contractor to provide Performance Bond.

§ 8.7 Other provisions:

Not Applicable

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101TM-2017, Standard Form of Agreement Between Owner and Contractor
- AIA Document A101TM-2017, Exhibit A, Insurance and Bonds .2
- AIA Document A201<sup>TM</sup>—2017, General Conditions of the Contract for Construction
- AIA Document E203TM\_2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Reference Specification Section 00 73 00 for Insurance Requirements. No Exhibit E Required.

.5 **Drawings** 

Exhibit B: Index Sheet of Drawings

Number

Title

Date

Specifications .6

Exhibit C: Table of Contents of Specifications dated March 12, 2019

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**User Notes:** 

	Sectio	n	Title	Date	Pages
.7	Adden	ıda, if any:			
	Numbe Adde	er endum 1	<b>Date</b> March 26, 2019	Pages 6 pages Adden 3 pages Supple	dum Narrative mental Drawings
			ing to bidding or proposal requirem		
.8			y and include appropriate informat	ion identifying the ex	hibit where
	[ ]		204 <sup>TM</sup> —2017, Sustainable Projects I f the E204-2017 incorporated into t		cated below:
	[]	The Sustainability	y Plan:		
	Title	е	Date	Pages	Sport of the second of the sec
	[ X ]	Supplementary ar	nd other Conditions of the Contract:		
		oument 0 73 00	Title Supplementary Conditions	Date March 12, 2019	Pages 00 73 00-1 to 00 73 00 - 37
.9	(List h Docum sample require propos	nent A201TM_2017 p e forms, the Contrac ements, and other in sals, are not part of i	sted below: locuments that are intended to form rovides that the advertisement or in tor's bid or proposal, portions of A formation furnished by the Owner i the Contract Documents unless enu I here only if intended to be part of	witation to bid, Instru ddenda relating to bid in anticipation of rece merated in this Agree	ctions to Bidders, dding or proposal iving bids or ment. Any such
	Not A	pplicable	·		
This Agreen	nent enter	red into as of the day	and year first written above	Km	
OWNER (Si			CONTRACTOR		
Sondra Nel (Printed no		rd President	Bryce Ricklefs (Printed name		

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### Additions and Deletions Report for

AIA® Document A101™ - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:17:45 ET on 04/18/2019.

PAGE 1

AGREEMENT made as of the Ninth day of April in the year Two Thousand Nineteen

<u>Linn-Mar Community School District</u> 2999 North Tenth Street <u>Marion, IA</u> 52302

Boomerang Corporation 12536 Buffalo Road Anamosa, IA 52205

<u>Linn-Mar Intermediate Schools Site Grading</u>
<u>Echo Hill and 35<sup>th</sup> Avenue</u>
<u>Marion, IA 52302</u>

OPN Project #: 18245000

...

**User Notes:** 

Single prime contract for Civil work including site grading activities to establish proposed building subgrade elevation and installation of perimeter and sub floor drain tile system.

OPN Architects, Inc. 200 Fifth Avenue SE, Suite 201 Cedar Rapids, IA 52401 PAGE 2

[—X] The date of this Agreement.

[X] By the following date: June 1, 2019

Site Grading - Two Locations

Tune 1 2019

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be <u>Five Hundred Fifty-Six Thousand Dollars and Zero Cents</u> (\$ 556,000.00 ), subject to additions and deductions as provided in the Contract Documents.

None

...

...

...

None

None

Unit Price 1: Subgrade stabilization with

Cubic yard

\$18.00/cubic yard

suitable soil

Unit Price 2: Subgrade stabilization with

Cubic yard

\$50.00/cubic yard

crushed rock

Unit Price 3: Import suitable soil from off site

Cubic yard

\$18.00/cubic yard

Not Applicable

Not Applicable
PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, two weeks prior to next scheduled Linn-Mar Community School District normal monthly Board meeting, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month, one week after the Board meeting. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (—thirty (30)) days after the Architect receives the Application for Payment.

5% PAGE 5

•••

Not Applicable

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next monthly Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. 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) days of the receipt of the request.

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(1450849392)

On any work remaining on outstanding punch list.

In accordance with Iowa Code 573.14 Retention of Unpaid Funds; the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The reaming balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

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 74A.2, Code of Iowa \_\_% PAGE 6

Not Applicable

[X] Litigation in a court of competent jurisdiction

None

J.T. Anderson Chief Financial/Operating Officer Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302 PAGE 7

Bryce Ricklefs President **Boomerang Corporation** 12536 Buffalo Road Anamosa, IA 52205

See Specification Section 00 22 13, Article 7, Paragraph 1.A - Contractor to provide Performance Bond.

Not Applicable

**User Notes:** 

Reference Specification Section 00 73 00 for Insurance Requirements. No Exhibit E Required.

	.5	<u>Drawings</u>			
		Exhibit B: Index Sh			
		Exhibit C: Table of	Contents of Specifications dated March 1	2, 2019	
PAGE 8		Exiliate C. Table Of	Outons of promounous days a rate a		
		Addendum 1	March 26, 2019	6 pages Addendum 3 pages Supplement	
		[X] Supplementary	and other Conditions of the Contract:		
(44) ×(0)					
		00 73 00	Supplementary Conditions	March 12, 2019	00 73 00-1 to 00 73 00 - 37
•••					
		Not Applicable			
•••					
Sondra	Nels	son, Board President	Bryce Ricklefs, Pr	resident	

# Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:17:45 ET on 04/18/2019 under Order No. 2319188452 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101<sup>TM</sup> – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Rope B. Wh	
(Signed)	
Prinicipal	
(Title)	
April 18, 2019	,
(Dated)	

## Exhibit B

## SHEET INDEX

<u>NO.</u>	DESCRIPTION
<del>\</del>	COVER
C100	ECHO HILL - EXISTING TOPOGRAPHICAL SURVEY
C200	ECHO HILL - SITE GRADING, EROSION CONTROL, AND SUBDRAIN PLAN
C300	35TH AVENUE - SITE GRADING AND EROSION CONTROL PLAN
C400	35TH AVENUE - SITE SUBDRAIN PLAN

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## 2019-20 Letter of Understanding Between

## Grant Wood Area Education Agency and Linn Mar Community School VAST Center Science Program

The purpose of the Letter of Understanding is to coordinate the services of Grant Wood Area Education Agency with local school districts in providing the VAST Center Science Program

## Grant Wood Area Education Agency (GWAEA) agrees to:

- replenish units for circulation
- establish and distribute a circulation schedule to district buildings
- maintain program inventory and determine purchasing needs
- communicate with area educators
- provide financial support to underwrite program costs
- conduct required introductory professional learning for new teachers and teachers new to a grade level
- document training records
- maintain instructional materials at a high standard and keep them up to date
- assist educators in the appropriate implementation of science units
- provide access to the VAST Center staff through e-mail, phone, etc.
- make available VAST Center infrastructure & experience
- provide access to additional teacher manuals at VAST Center negotiated discounted rate
- invoice the participating school district on or about April 1, 2020 for the 2019-20 program

## Linn Mar Community School will:

- register their school(s) with Grant Wood AEA for participation in the VAST Center Science program for 2019-20
- provide accurate staffing information
- notify VAST staff of any teaching assignment changes
- send new teachers and teachers new to their grade level to required introductory professional learning
- reimburse GWAEA and the VAST Center for damaged and/or missing items if necessary
- provide annual payment of approximately \$135\* per K-5 unit on or about May 1, 2020
- provide annual payment of approximately \$477\* per 6-8 unit to GWAEA on or about May 1, 2020. (\*Note: This fee represents a 2% increase.)

Please complete: Our district will participate in the elementary program Our district will participate in the middle school program

Shannon Bisgard Superintendent Linn Mar Community School **VAST Center Consultant** Grant Wood AEA

Please return to Kathy Schultz, Grant Wood AEA, By August 1st, 2019

# Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Mark Baurna Madependent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

- 1. SERVICES TO BE PERFORMED: accompanist
- 2. GROUP /DEPARTMENT WORKING WITH WIKINS Chow
- 3. AMOUNT of PAYMENT: # 250°

An invoice for services should be sent to: Linn-Mar Community School District, Attention: Accounts Payable, 2999 N 10<sup>th</sup> St. Marion IA 52302.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

- 5. PAYROLL OR EMPLOYMENT TAXES: No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- 6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
- 7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
- 8. INDEMNIFICATION: The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- 9. TERM: This Agreement shall begin on August, 20 18 and shall continue in effect until May, 20 20, unless earlier terminated by either party in accordance with Section 11.
- 10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

- obligations under this Independent Contractor Agreement without the prior written consent of District.
- 12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
- 13. GOVERNING LAW: This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this <u>39</u>	day of
Independent Contractor	Linn-Mar Community School District
By: Mak Baunan	By:
Title: A Clampanis t	
	Board President

# Independent Contractor Agreement Linn-Mar Community School District

APR 19 2019

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with \_\_\_\_\_\_\_\_\_, Independent Contractor ("IC"), for the performance of certain services,

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

- 1. SERVICES TO BE PERFORMED: <u>accompany Enume</u>
- 2. GROUP /DEPARTMENT WORKING WITH Indian Greet Music
- 3. AMOUNT of PAYMENT: \$105

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on <a href="May 13, 2019">May 13, 2019</a> (date of completion).

An invoice for services should be sent to: Linn-Mar Community School District, Attention: Accounts Payable, 2999 N 10<sup>th</sup> St. Marion IA 52302.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement. including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

- 5. PAYROLL OR EMPLOYMENT TAXES: No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- 6. FRINGE BENEFITS: IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
- 7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
- 8. INDEMNIFICATION: The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- 9. **TERM:** This Agreement shall begin on <u>May 6</u>, 20<u>19</u> and shall continue in effect until <u>May 13</u>, 20<u>19</u>, unless earlier terminated by either party in accordance with Section 11.
- 10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

- obligations under this Independent Contractor Agreement without the prior written consent of District.
- 12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
- 13. GOVERNING LAW: This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 10	day of <u>April</u> , 20 <u>19</u> .	
Independent Contractor	Linn-Mar Community School District	
By: ANN BRUNSON	By:	
Title: Accompanist		
	Board President	

# **Independent Contractor Agreement Linn-Mar Community School District**

intends	EAS, Linn-Mar Community School District ("District"), a school corporation, to contract withLee Nelson, Independent Contractor ("IC"), for the ance of certain services,
	EFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND ESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS DWS:
1.	SERVICES TO BE PERFORMED: Choral Clinician
2.	GROUP /DEPARTMENT WORKING WITHLMHS Choir Department_
3.	AMOUNT of PAYMENT:\$300_+ mileage
	tal fees for services performed under this Agreement will be paid by the Distriction thin thirty (30) days after receipt of invoice from the IC upon completion of all services on 5/3 4/30/19 (date of completion).
A	In invoice for services should be sent to: Linn-Mar Community School District,

An invoice for services should be sent to: Linn-Mar Community School District, Attention: Accounts Payable, 2999 N 10<sup>th</sup> St. Marion IA 52302.

INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend 4. that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any

other taxes or business license fees as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

- 5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- 6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
- 7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
- 8. INDEMNIFICATION: The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
- 9. **TERM:** This Agreement shall begin on \_\_\_\_\_5/3\_\_\_\_, 20\_19\_\_ and shall continue in effect until \_\_5/3\_\_\_\_, 20\_19\_\_, unless earlier terminated by either party in accordance with Section 11.
- 10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

- 12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this _30 <sup>th</sup>	day of, 2019
Independent Contractor	Linn-Mar Community School District
By: July Ma	By:
_Lee Nelson	D. 1D 11 /
Title:Choral Clinician	Board President



### **Excursions and Trips Request Form**

Code 603.3-R2

Date Request Received by CFO/COO: 5.1.1969

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer <u>not less than</u> four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized.

Overnight excursions/trips require prior approval of the building administrator, the superintendent or designee, and the Board of Directors. In authorizing excursions/trips, the building principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors 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 excursions/trips unless the event is sanctioned by the state athletic associations.

#### The request will include:

- ✓ Rationale for the excursion/trip including the purpose and objectives
- ✓ Clarification if request is dependent upon pre-qualifying for event
- ✓ Detailed plans for student supervision
- ✓ Proposed itinerary
- ✓ Cost and source of funding
- ✓ Number of student participants
- ✓ Copy of required participation paperwork
- 1. Within three weeks of the completion of the excursion/trip the sponsor shall submit a written summary of the event to the building principal.
- 2. The building will be responsible for obtaining a substitute teacher if one is needed.
- 3. Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

**Excursion/Trip Criteria:** The following checklist <u>must be</u> signed and submitted to the Chief Financial/Operating Officer <u>with required documentation not less than four weeks prior to the proposed excursion/trip and prior to any travel <u>arrangements being finalized:</u></u>

Group: FBLA Submitted by: Barbara Schult (Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. <i>Reference Board Policy 603.3</i> .	
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.	
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	
Building Principal Approval		Date Date	5/1/19
Chief Financial/Operating Officer Approval		Date	5/1/1
Board of Directors Approval		Date	

## **Overnight Field Trip Request Form**

Linn-Mar Future Business Leaders of America to attend and compete at the FBLA National Leadership Conference, Friday, June 28 – July 4, 2019, San Antonio, TX.

#### Purpose: What is the purpose of this field trip/work site visit?

This conference is the culmination of the work, learning and experience of the students in FBLA. Students have competed in events against other state chapters and are now eligible to advance and compete at the National FBLA Conference. This event will allow students to showcase their ability in many areas of business and highlight the learning that has occurred in a combination of classes, conferences, and experiences in our high school. Students will also represent the local Linn-Mar chapter and lowa State chapter during Regional and National voting sessions.

## Pre-Planning: How are you planning to maximize the learning experiences of students on this field trip/work site visit?

The experiences in their core and elective classes, along with the regular meetings in FBLA and other conferences, will be good preparation for the skills necessary to do well at the conference. We have also provided preparatory sessions in test taking and presentation that will allow our students to excel at the conference. Students have attended many individual sessions and sought out mentor relationships with current or former business owners who have provided valuable insight to evaluate presentations or tests to help them do well in their competitions. The advisers are present at these sessions and have input to help the students achieve to the best of their ability. Students with prejudged projects submitted their projects to the lowa Professional Division for review. Professional Division members sent feedback and suggests for changes prior to the students final submission for the National Competition.

Students then are to attend a National Prep session organized by the Professional Division of FBLA on Saturday, June 2, 2018. Students will present in front of a volunteer judge and receive feedback and suggestions on what and how to improve. Students will go through at least two rounds of practice performances, with each time making adjustments to their presentation based on the judges' feedback.

# Follow-Up: Explain a follow-up plan that will maximize the learning experiences of students on this field trip/work site visit?

Students who attend NLC will share their experiences with membership during the "Membership Drive" in the fall of the next school year. During the State Conference planning, students will share their experiences at NLC with other students who choose to compete in the same event. They pass on their tips and tricks.

Students will receive their scores/critique from the judges. Students can begin to prepare for competition the following year.

## Assessment: How will students be required to demonstrate their understanding of the learning expected from this experience?

Student will compete against other students from across the nation. Competitions are scored. Students receive their scores and explanation of that grade in writing from the judges. Students who place in the top ten are recognized during the Awards Ceremony.

Funding: Describe your sources of funding that meets both Department of Education and District guidelines.

Booster Club funds help students offset some of the registration costs. We also ask for donations from local businesses to help defray award and registration costs. We provide access to those businesses for the students to fundraise for "scholarship" or help for the entire cost of the conference. Many choose to fund the conference themselves.

Common Experience: What are the benefits of this field trip/work site visit that ensure all students at this grade level/activity will have the experience they should?

All students are competing in events in which they have interest, knowledge, experience and learning from life and school. They get to experience "real life" situations that will better prepare them for the business world. They also will participate in the election and installation of their National and Regional officers.

Multi-Disciplinary: Address how this field trip/work site visit will address more than one curricular area and how it offers the opportunity for curriculum integration.

Students will be able to use verbal and written skills developed in other disciplines to help in competing in their events. Many of the skills learned in their Math and English classes will help in producing quality work. Experiences in leadership roles for other organizations will also benefit them in their efforts.

**Overnight Accommodations** 

Drury Plaza Hotel San Antonio Riverwalk 105 South St. Mary's Street San Antonio, TX 78205 210-270-7799

June 28-July 3 (6 nights) \$166 per night x 3 rooms x 6 nights=\$2,988.00 Total Cost

#### **Mode of Transportation**

Linn-Mar FBLA will be renting a 12 passenger van from Cedar Rapids to Minneapolis, MN. We will fly from the Minneapolis (MSP) to San Antonio (SAT) via Sun Country Airlines. Ms. Schult will be returning July 2 due to a previously scheduled engagement. Rental vehicle to and from MSP. Shuttle to and from San Antonio Airport and the hotel.

Travel dates-June 28, 2019-July 4, 2019 Round trip ticket \$202.60 Itinerary #'s 7429024445100 Confirmation SLQWOH Itinerary #'s 7429027980547 Confirmation NJMDAK

Depart Friday, June 28, 7:30 AM from Linn-Mar High School-Door 3 Arrive at Minneapolis airport 11:30 AM

Departure: Sun Country Airlines 625 Minneapolis 1:30 PM Terminal 2 Arrival: San Antonio 4:20 PM

Return: Thursday, July 4-Sun Country Airlines 626

San Antonio 11:20 AM Terminal 2 Arrival: Minneapolis 2:05 PM

Arrive 8:00 PM Linn-Mar High School-Door 3

#### **Conference Expenses Per Person**

Conference registration, payable to FBLA-PBL \$120 Fun Pac (T-Shirt/Trading Pins), Payable to Iowa FBLA \$25 Airfare, payable to Linn-Mar FBLA \$202.60 Lodging \$298.80

Total Expense: \$6,558.70

## FBLA Conference Schedule

#### **FBLA Conference Schedule**

Schedule subject to change

Detailed competitive event schedule on pages 12-13

#### Friday, June 28

#### Institute for Leaders (IFL)

7:00 a.m.-8:00 a.m. 8:00 a.m.-9:30 a.m. **IFL** Registration

Countdown to Leadership | Opening

Session!

9:30 a.m.-11:30 a.m. 11:30 a.m.-1:00 p.m. 1:00 p.m.-4:30 p.m.

Leadership Time | Tracks Lunch on your own

Leadership Time | Tracks 4:45 p.m.-5:30 p.m. Past Present and Future | Panel

NLC—Preconference

2:00 p.m.-7:00 p.m. Midnight

Registration Desk

Curfew

#### Saturday, June 29

#### Institute for Leaders (IFL)

8:00 a.m.--8:30 a.m. 8:30 a.m.-11:30 a.m. 11:30 a.m.-12:30 p.m. Hit the Big Time | Kickoff Session Time Out Sessions | Breakouts Final Moment | Closing Session &

Celebration

NLC—Day 1

7:30 a.m.-8:15 a.m. 8:00 a.m.-7:00 p.m. 9:00 a.m.-9:45 a.m. 10:30 a.m.-11:15 a.m. 11:45 a.m.-12:30 p.m. Noon-6:00 p.m.

12:15 p.m.-5:30 p.m. 1:00 p.m.-4:00 p.m.

4:30 p.m.-5:15 p.m. 5:00 p.m.-5:30 p.m. 7:00 p.m.-9:00 p.m.

Midnight

Adviser Orientation Registration Desk **Adviser Orientation** Adviser Orlentation

Adviser Orientation Market Place

**Competitive Events Exhibits Adviser Orientation** 

Administrator Orientation Opening Session & Campaign Rally

Curfew

## Sunday, June 30

NLC—Day 2

7:30 a.m.-8:15 a.m. Adviser Orientation Market Place 8:00 a.m.-5:00 p.m. Competitive Events 8:00 a.m.-5:30 p.m. 9:00 a.m.-3:15 p.m. Workshops

Campaign & Exhibit Booths 9:00 a.m.-4:00 p.m.

& Silent Auction

Regional Campaign Rallies & 5:30 p.m.-6:30 p.m.

Curfew

**Recognition Sessions** 

State Voting Delegates & State

Midnight

## Monday, July 1

NLC—Day 3

8:00 a.m.-9:00 a.m.

Presidents' Q & A with National Candidates

8:00 a.m.-5:00 p.m. Market Place 8:00 a.m.-5;30 p.m. **Competitive Events** 

8:30 a.m.-9:30 a.m. Exhibit booths open to Advisers only 9:00 a.m.-2:00 p.m. Campaign & Exhibit Booths

9:00 a.m.-3:15 p.m. Workshops 9:30 a.m.-12:30 p.m. **FBLA Open Events** 

2:30 p.m.-3:15 p.m. FBLA Senior Networking Session

Curfew

Midnight Curfew

## Tuesday, July 2

NLC—Day 4

Regional Voting 7:45 a.m.-8:45 a.m. Market Place 8:00 a.m.-Noon 8:45 a.m.-9:45 a.m. 10:00 a.m.-11:00 a.m.

will be at the Henry B. Gonzalez Convention Center.

6:00 p.m.-9:00 p.m. 9:30 p.m.-11:30 p.m. Midnight

Monday, July 1

8:00 a.m.-9:30 a.m.

9:00 a.m.-3:15 p.m.

11:45 a.m.-1:30 p.m.

1:30 p.m.-5:30 p.m.

National Voting March of Dimes Mini March for 8ables

Awards of Excellence Program FBLA Social

The online testing will be at the Grand Hyatt San Antonio, other FBLA competitive events, workshops, exhibits, the Opening Session, and Awards of Excellence Program

Open Events—Business

Lunch on Your Own

Communication, Entrepreneurship

Concepts, Leaderhip Skills, & Study Skills

Preliminaries for Presentation Events—

Elevator Speech, Community

Service Project & Critical Thinking

#### Middle Level Conference Schedule

### Saturday, June 29

7:00 p.m.-9:00 p.m. Midnight

Opening General Session

Curfew

Sunday, June 30

9:00 a.m.-3:15 p.m. 9:15 a.m.-10:00 a.m.

Online Test—Business Math &

Financial Literacy

10:15 a.m.-11:00 a.m. Online Test—Career Exploration

11:15 a.m.-Noon

2:15 p.m.-3:00 p.m.

Online Test—Business Etiquette

Lunch on Your Own 11:45 a.m.-1:30 p.m.

Online Test—Introduction to Computer 1:15 p.m.-2:00 p.m. Science & Coding

Workshops

Online Test—Multimedia

& Website Development

3:15 p.m.-4:00 p.m. Curfew

Midnight

Online Test—Digital Citizenship

Midnight Tuesday, July 2

8:30 a.m.-11:30 a.m.

Finals for Presentation Events—Elevator Speech, Community Service Project &

Critical Thinking

Midnight

Curfew

Workshops

Curfew

# PARENT/GUARDIAN MEDICAL RELEASE FORM TO BE COMPLETED BY PARENTS/GUARDIANS and STUDENTS OF ALL FBLA MEMBERS AND RETURNED TO ADVISER

Iowa FBLA School Year 2018-2019

We, the parer	ats/guardians of
of (complete	address) permission for any emergency treatment by medical personnel during the FBLA trip to the indicated
Date	Parent/ guardian
Telephone Nu	ımber
Insurance Co	mpany and Policy Number
the chaperor	l it advisable to send a copy of Insurance with the student to activities. It would be beneficial for nes and medical personnel to know about medications or special medical problems of the above I free to list on back of form. PLEASE BE SPECIFIC.
contacted.	emergency and the parents/guardians cannot be contacted, please list another person who can be
Addr	ess
	phone Number
pieces (i.e. br advertising, a	PARENT/GUARDIAN VIDEO/PHOTO WAIVER  nat still photos and video may be posted to a website and/or be used in a variety of collateral printed ochures, newsletters, flyers, print ads). The pictures/video will be used for the purpose of illustrating, and promoting the activities associated with FBLA-PBL.  nat no permissions is required for large group photos in which the students are not individually identified.
☐ I have read	I the disclaimer and <b>agree</b> to allow my child to be photographed. I the disclaimer and <b>do not agree</b> to allow my child to be photographed.
Signature of	Parent/Guardian
We, hereby g	PARENT/GUARDIAN CONSENT FORM rant permission for the above individual to attend the following conference(s) checking):
□ N □ St	nited Fall Leadership Conference, Des Moines, October 21-22, 2018 ational Fall Leadership Conference, Chicago, November 2-3, 2018 ate Leadership Conference, Coralville, IA, March 28-30, 2019 ational Leadership Conference, San Antonio, TX, June 29-July 2
	transportation to be used will be: school bus, school van, charter bus, or plane. Adviser/Chaperones ny the students during each conference.
and responsi	uardians of the above individual, we accept legal responsibility and assume full financial obligations bility from the time he/she leaves his/her place of residence until he/she returns to same following the Ve agree to support the FBLA-PBL Standards of Professional Conduct and Dress.
Date	Parent/Guardian
I, agree to ab	ide by the FBLA-PBL Code of Conduct and Dress Code
Date	Student

### FBLA CONFERENCE GUIDELINES Standards of Professional Conduct (Parents/Students Keep These Pages)

#### FBLA-PBL Code of Conduct

FBLA-PBL members have an excellent reputation. Your conduct at every FBLA-PBL function should make a positive contribution to extending that reputation. Listed here are rules of all FBLA Conferences. All delegates will be expected to:

- 1. Behave in a courteous and respectful manner, refraining from language and actions that might bring discredit upon themselves, their school, other delegates, advisers, or upon FBLA-PBL.
- 2. Obey all local, state, and federal laws.
- Avoid conduct not conducive to an educational conference. Such conduct includes, but is not limited to, actions disrupting the business like atmosphere, association with nonconference individuals, or activities that endanger self or others (running in the General Sessions, standing on chairs, using laser pointers during workshops, bodysurfing at dances, etc.)
- 4. Keep their advisers informed of their activities and whereabouts <u>at all times</u>. Accidents, injuries, and illnesses must be reported to the local or state advisers immediately.
- 5. Observe the curfew as listed in the conference program. Local and state advisers as well as security personnel will enforce curfews. Curfew is defined as being in your own assigned room by the designated hour.
- 6. Avoid alcoholic beverages and controlled or illegal substances of any form. These items must not be used or possessed at any time, or under any circumstances. Use or possession of such substances may subject the delegate to criminal prosecution.
- 7. Act as guests of the hotel and conference center. Delegates must obey the rules of these facilities. The facilities have the right to ask a delegate or delegates to leave. Do not throw anything out of windows or over balconies. Do not run down hallways. Noise should be kept at a reasonable volume, especially in the hotels. Remember there are other guests in the hotels who have rights as well. Trash (this includes pizza boxes, bottles, cans, etc.) must be placed in the proper receptacles and not left on guest room or meeting room floors. Individuals or chapters responsible for damages to any property or furnishings will be responsible for its repair or replacement.
- 8. **Cell phones** are not to be used during conference sessions, competitive events, regional meetings, and workshops. They are allowed during evening and social activities.

#### Disregarding or Violating the Code of Conduct

Delegates who disregard or violate this code will be subject to disciplinary action, including, but not limited to, forfeiture of privileges to attend further events, confinement to your hotel room, dismissal from the conference, and being sent home at your own expense. Parents and/or guardians will be notified, and FBLA-PBL reserves the right to notify law enforcement.

## FBLA CONFERENCE GUIDELINES Conference Dress

FBLA-PBL® members and advisers should develop an awareness of the image one's appearance projects. The purpose of the dress code is to uphold the professional image of the association and its members and to prepare students for the business world. Appropriate attire is required for all attendees – advisers, members, and guests – at general sessions, competitive events, regional meetings, workshops, and other activities unless otherwise stated in the conference program. Conference name badges are a part of this dress code and must be worn for all conference functions. For safety reasons, do not wear name badges when touring.

#### FBLA Dress Code For Unified Fall Leadership Conference

Professional attire is required for all Sunday general sessions, meetings, workshops, and dinner. Conference T-shirt and jeans are appropriate for evening social activities. Conference polo and dress Khaki or black slacks (no cargo pants or skirts) are required for Monday general sessions, meetings, and workshops.

In hotel hallways, lobby area, elevators, bathing suits must be covered. It is not acceptable to walk around in bathing suit and towel. Shoes must also be worn.

## FBLA Dress Code For ALL National Conferences and State Leadership Conference

Professional attire is required during all general sessions, competitive events, regional meetings, and workshops. Casual attire is acceptable during evening and social activities. Formal or professional attire may be worn to the State Conference banquet and National Conference awards program.

#### Professional attire

#### **MALES**

- Business suit w/ collar dress shirt and necktie or
- Sport coat, dress slacks, collar shirt, and necktie or
- · Dress slacks, collar shirt, and necktie
- Banded collar shirt may be worn only if sport coat or business suit is worn
- Dress shoes and socks

#### **FEMALES**

- Business suit with blouse or
- Business pantsuit with blouse or
- Skirt or dress slacks with blouse or sweater or
- Business dress
- Capri's or gauchos with coordinating jacket/suit, worn below the knee
- Dress shoes

CLARIFICATION – Many women's two-piece suits are currently designed so that they do not require a blouse. Therefore this will be accepted. In addition, sling-back shoes, open –toe shoes, and sleeveless dresses are accepted.

#### Casual attire

Jeans, shorts, nice T-shirts, or denim/chambray shirts, sneakers, or sandals. Shoes and shirts must be worn.

#### Inappropriate attire, for both men and women, includes:

- Jewelry in visible body plercing, other than ears
- Denim or chambray fabric clothing of any kind, overalls, shorts, skorts, stretch or stirrup pants, exercise or bike shorts
- Backless, see-through, tight-fitting, spaghetti straps, strapless, extremely short, or low-cut blouses/top/dresses/skirts
- T-shirts, Lycra™, spandex, midriff tops, tank tops, bathing suits
- Sandals, athletic shoes, industrial work shoes, hiking boots, bare feet, or over-the-knee boots
- Athletic wear, including sneakers
- Hats or flannel fabric clothing
- Bolo ties
- Visible foundation garments

Revised 2013-2014 Conference Guidelines Dress Code