



Central Lyon Community School

Serving Rock Rapids, Doon and Surrounding Area

1010 S. Greene Street

Rock Rapids, IA 51246

SPECIAL BOARD MEETING

April 25, 2019

12:00 P.M. (noon)

- I. Call Special Meeting to Order
 - Roll Call
 - Pledge of Allegiance
- II. Approve Agenda
- III. Old Business
- IV. New Business
 - A. Consider Wiltgen 1968 Building Restroom/Plumbing Bid
 - B. Consider Certified Staff Contracts & Language for 2019-2020
 - C. Consider Classified Staff Wages for 2019-2020
 - D. Consider Administrative Support Staff Wages for 2019-2020
 - E. Consider Administrator's Contracts for 2019-2020
 - F. Consider Calendar Change to Forgive June 3rd for Students
- V. Announcements
- VI. Adjourn

*The mission of the Central Lyon Community School District is to provide an education
and the opportunity for all students to become productive, life-long learners.*

Memorandum

To: Board of Education
From: David Ackerman
Date: March 24, 2019
Re: 1968 Plumbing/Restroom Bid

The bid openings for the 1968 plumbing/restroom project were opened on April 18, 2019 at 10:00 am in the Central Lyon board room. After review of the bids, it is recommended to award the bid to Wiltgen Brothers, Inc.

A tentative contract is included for approval with the final contract to be signed at a later date. In order to secure materials and sub-contractors, it is recommended to approve the tentative contract to get the construction project started.



BID TAB

Rock Rapids, Iowa

DATE/TIME

4/18/2019 10:00

[illegible]

Addendum #1 – March 26, 2019
 Addendum #2 – April 01, 2019
 Addendum #3 – April 02, 2019
 Addendum #4 – April 11, 2019

**** Bids are subject to the School Districts approval. The District reserves the right to reject any or all bids.****

SECTION 00 43 36 - PROPOSED SUBCONTRACTORS FORM**PARTICULARS**

1.01 HERewith IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) Wiltgen Brothers Inc.

1.03 TO (OWNER): CENTRAL LYON COMMUNITY SCHOOL DISTRICT

1.04 DATED 4/18/2019 **AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

**1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS
AND COORDINATED BY US:**

LIST OF SUBCONTRACTORS**WORK SUBJECT SUBCONTRACTOR NAME**

- A. **Masonry:** Wiltgen Brothers
- B. **Demolition:** Wiltgen Brothers
- C. **Plumbing:** PrairieSons
- D. **Electrical:** Meyer Electric
- E. **HVAC:** PrairieSons
- F. **Tile:** Chamberlain
- G. **Cast-In-Place Concrete:** Wiltgen Brothers

END OF SECTION

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 0

APPLICATION DATE: 0

PERIOD TO: 0

ARCHITECT'S PROJECT NO: SC18120

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E	F	G		H	I
			WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Requirements	\$53,131.00							\$53,131.00	\$0.00
2	Demolition	\$15,815.00							\$15,815.00	\$0.00
3	Concrete	\$7,460.00							\$7,460.00	\$0.00
4	Masonry	\$28,200.00							\$28,200.00	\$0.00
5	Steel	\$1,095.00							\$1,095.00	\$0.00
6	Joint Sealants	\$360.00							\$360.00	\$0.00
7	Metal Studs/Gyp	\$1,200.00							\$1,200.00	\$0.00
8	Acoustical Ceilings	\$1,680.00							\$1,680.00	\$0.00
9	Tiling	\$24,794.00							\$24,794.00	\$0.00
10	Resilient Flooring	\$6,669.00							\$6,669.00	\$0.00
11	Painting	\$1,764.00							\$1,764.00	\$0.00
12	Specialties	\$9,247.00							\$9,247.00	\$0.00
13	Roofing	\$2,000.00							\$2,000.00	\$0.00
14	Plumbing	\$58,530.00							\$58,530.00	\$0.00
15	HVAC	\$7,460.00							\$7,460.00	\$0.00
16	Electrical	\$11,995.00							\$11,995.00	\$0.00
17	Allowance	\$25,000.00							\$25,000.00	\$0.00
18										\$0.00
19										\$0.00
20										\$0.00
21										\$0.00
22										\$0.00
23										\$0.00
24										\$0.00
25										\$0.00
	Totals	\$256,400.00						\$0.00	\$256,400.00	\$0.00
									0%	

TO OWNER: Central Lyon Community School
District, Rock Rapids, Iowa

PROJECT: Central Lyon CSD
Elementary Restroom Remodel

APPLICATION NO:

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐

☐

PERIOD TO:

FROM CONTRACTOR: Wiltgen Brothers, Inc. VIA ARCHITECT: CMBA

PROJECT NOS: SC18120

CONTRACT FOR: General Mechanical Electrical

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

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

1. ORIGINAL CONTRACT SUM

\$ 256,400.00

2. Net change by Change Orders

\$ 0.00

3. CONTRACT SUM TO DATE (Line 1 ± 2)

\$ 256,400.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)

\$ 0.00

5. RETAINAGE:

a. $\frac{5}{100}$ % of Completed Work (Column D + E on G703)

\$ 0.00

b. $\frac{0}{100}$ % of Stored Material (Column F on G703)

\$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

\$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)

\$ 0.00

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$ 0.00

8. CURRENT PAYMENT DUE

\$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$ 256,400.00

CONTRACTOR: Wiltgen Brothers, Inc.

By: _____ Date: _____

State of: _____ County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ _____

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

By: _____ Date: _____

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

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	
Total approved this Month		\$0.00	
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order			\$0.00

AIA® Document A101™ – 2017

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

AGREEMENT made as of the Twenty-Forth 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)

Central Lyon Community School District
1010 S. Greene Street
Rock Rapids, IA 51246

and the Contractor:

(Name, legal status, address and other information)

Wiltgen Brothers, Inc.
PO Box 708
426 2nd Ave. NE
LeMars, IA 51031

for the following Project:

(Name, location and detailed description)

SC18120-Central Lyon Community School District
Elementary School Restroom Remodel

The Architect:

(Name, legal status, address and other information)

Cannon Most Brygger & Associates P.C. dba CMBA Architects P.C.
302 Jones St., Suite 200
Sioux City, IA 51101

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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.)

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon receipt of signed contract, but not before June 1, 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

§ 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 Work.

☒ By the following date: All plumbing work that requires any part of the water service to the school to be shut down, to be completed by August 15, 2019 so school can start on August 23, 2019. The remainder of the work shall be Substantially Complete by September 15, 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:

(Table deleted)

§ 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 Two Hundred Fifty-Six Thousand Four Hundred (\$ 256,400.00), 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:

(Table deleted)

N/A

§ 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.)

(Table deleted)

N/A

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

Item	Price
Contingency Allowance	\$25,000.00

§ 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.)

(Table deleted)

N/A

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

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

N/A

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 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the same 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 fourteen (14) 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™–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%

§ 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.)

N/A

§ 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.)

N/A

§ 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.
- .3 a fully executed Final Waiver of Lien and Release of Claims has been submitted by the Contractor.

§ 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

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)*

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.)

The Owner will pay the Contractor for all work done up until the point of termination.

§ 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)

Dave Ackerman, Superintendent
Central Lyon Community School District
1010 S. Greene Street
Rock Rapids, IA 51246

§ 8.3 The Contractor’s representative:

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

Ryan Wiltgen, President
Wiltgen Brothers, Inc.
PO Box 708
426 2nd Ave. NE
LeMars, IA 51031

§ 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™–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™–2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

This project is Iowa Tax Exempt. The Owner will provide a Certificate of Tax Exemption.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .3 Drawings

See Attached Exhibit A

- .4 Specifications

See Attached Exhibit B

- .5 Addenda, if any:

Number	Date	Pages
Addendum #1	03/26/2019	3
Addendum #2	04/01/2019	4
Addendum #3	04/02/2019	6
Addendum #4	0411/2019	4

(Paragraphs deleted)

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

- .6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[
(Paragraphs deleted)

☒ Supplementary and other Conditions of the Contract:

Document	Title	Location
Project Manual	Supplementary Conditions	Section 007300

(Row deleted)

(Paragraphs deleted)

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

OWNER *(Signature)*

Dave Jans, Board President

(Printed name and title)

CONTRACTOR *(Signature)*

Ryan Wiltgen, President

(Printed name and title)

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 15:37:24 ET on 04/24/2019.

PAGE 1

AGREEMENT made as of the Twenty-Forth day of April in the year Two Thousand Nineteen

...

Central Lyon Community School District
1010 S. Greene Street
Rock Rapids, IA 51246

...

Wiltgen Brothers, Inc.
PO Box 708
426 2nd Ave. NE
LeMars, IA 51031

...

SC18120-Central Lyon Community School District
Elementary School Restroom Remodel

...

Cannon Most Brygger & Associates P.C. dba CMBA Architects P.C.
302 Jones St., Suite 200
Sioux City, IA 51101

PAGE 2

☒ Established as follows:

...

Upon receipt of signed contract, but not before June 1, 2019.

PAGE 3

☒ By the following date: All plumbing work that requires any part of the water service to the school to be shut down, to be completed by August 15, 2019 so school can start on August 23, 2019. The remainder of the work shall be Substantially Complete by September 15, 2019.

...

Portion of Work

Substantial Completion Date

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User Notes:

(913723218)

...

§ 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 Two Hundred Fifty-Six Thousand Four Hundred (\$ 256,400.00), subject to additions and deductions as provided in the Contract Documents.

...

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

N/A

...

Item	Price	Conditions for Acceptance
------	-------	---------------------------

N/A

...

<u>Contingency Allowance</u>	<u>\$25,000.00</u>
------------------------------	--------------------

...

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

N/A

...

<u>N/A</u>

...

<u>N/A</u>

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 20th day of the same 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 fourteen (14) days after the Architect receives the Application for Payment.

...

<u>5%</u>

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<u>N/A</u>

...

<u>N/A</u>

...

.3 a fully executed Final Waiver of Lien and Release of Claims has been submitted by the Contractor.
PAGE 6

[☒] Arbitration pursuant to Section 15.4 of AIA Document A201-2017

...

The Owner will pay the Contractor for all work done up until the point of termination.

...

Dave Ackerman, Superintendent
Central Lyon Community School District
1010 S. Greene Street
Rock Rapids, IA 51246

...

Ryan Wiltgen, President
Wiltgen Brothers, Inc.
PO Box 708
426 2nd Ave. NE
LeMars, IA 51031
PAGE 7

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-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.)

This project is Iowa Tax Exempt. The Owner will provide a Certificate of Tax Exemption.

...

- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™-2017, General Conditions of the Contract for Construction
.3 Drawings
.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: See Attached Exhibit A
.4 Specifications
(Insert the date of the E203-2013 incorporated into this Agreement.)
See Attached Exhibit B
.5 Drawings Addenda, if any:

Number	Title	Date	Pages
Addendum #1		03/26/2019	3
Addendum #2		04/01/2019	4
Addendum #3		04/02/2019	6

Addendum #4 0411/2019 4
6 Specifications

Section	Title	Date	Pages

7 Addenda, if any:

Number	Date	Pages

8 6 Other Exhibits:

...

[] AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204 2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Location	Pages
Project Manual	Supplementary Conditions		Section 007300	

9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 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 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.)

...

Dave Jans, Board President

Ryan Wiltgen, President

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- M1.1 FLOOR PLANS - PLUMBING



DATE:
03-12-2019
PROJECT
SC18120

TITLE SHEET

CENTRAL LYON COM. SCHOOL DISTRICT
ELEM. SCHOOL RESTROOM REMODEL
ROCK RAPIDS, IOWA

REVISIONS

NO.	DESCRIPTION	DATE

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SHEET

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Memorandum

To: Central Lyon Board of Education
From: David Ackerman
Date: May 24, 2019
Re: Certified Employee Benefit Wages & Benefit Changes 2019-2021

- A two-year wage agreement was reached with the CLEA. The total package of 2.30% or \$99,798 with no IPERS or insurance increases for 2019-2020.
- Language changes to the Master Contract were made as outlined on the included memo.

Article I:

Leaves of Absence can remain minus Association Leave

Article II:

Salary Schedule can remain minus BA + 45 under item C

AND

Adjust item F to remove language regarding Iowa Communications Network

Article VII:

Grievance Procedure can remain minus Step #4

A local decision should be the final say in an employee-district agreement.

Article XI:

Item C, Duration: This agreement shall be effective as of July 1, 2019 and shall continue in effect through June 30, 2021 for base salary.

Along with the 5 permissive language items remaining in a Master Contract between CLEA and the Central Lyon School District, with the adjustments made above, the District offers a monetary increase of 2.30% to salaries (approximately \$99,798).

MASTER CONTRACT
BETWEEN
CENTRAL LYON SCHOOLS
AND
CENTRAL LYON EDUCATION
ASSOCIATION

July 1, 2019 – June 30, 2021

Included: All regular full and part-time professional employees including: classroom teachers (preschool, TK, K-12), librarian(s), special teachers, reading teachers and guidance counselors.

Excluded: Superintendent, principals, non-professional employees and all other public employees excluded by Section 20.4 of the Act.

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ARTICLE I

LEAVES OF ABSENCE

All benefits granted by this contract (i.e. leaves, insurance, etc.) will be granted based upon the percentage of full time employment.

A. SICK LEAVE

Employees shall be granted sick leave as follows:

First full year of employment	10 days
2nd full year of employment	11 days
3rd full year of employment	12 days
4th full year of employment	13 days
5th full year of employment	14 days
6th full year of employment	
and all subsequent years	15 days

The above amounts of sick leave shall apply only to consecutive years of employment in the Central Lyon School District, and unused portions shall be cumulative to a total of ninety (90) days plus the sick leave for the current year of employment. This policy shall be retroactive to the first day of employment.

When using sick leave for a prescheduled doctor's appointment within 50 miles of Rock Rapids, the employee may use ½ day per appointment. If the appointment is 51 or more miles away from Rock Rapids, the employee may use a full sick day. If a ½ day is not possible because of scheduling, a full day may be granted at the discretion of the Superintendent. The preceding statement also applies to family emergency leave and the Federal Medical Leave Act.

An employee who qualifies for the Federal Medical Leave Act and has exhausted all of his/her accumulated sick leave may draw up to twenty (20) days of emergency sick leave per year from the voluntary Emergency Sick Leave Bank if he/she has donated two (2) of his/her sick days by July 1st of that current fiscal school year. Days from the bank may only be used for situations which qualify for the Federal Medical Leave Act. The bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. This sick leave bank will carry over any unused days until the next school year to a maximum of 200 days.

B. PERSONAL LEAVE

Certified personnel leave shall be granted two (2) days personal leave per contract year with no questions asked.

This leave shall be granted subject to the following restrictions:

- A. Such leave may not be used during the first (1st) day of in-service for a new school year, the first or last student contact day, a full in-service day or during parent-teacher conferences according to the master calendar. Extenuating circumstances are at the discretion of the Superintendent.
- B. A limitation of two (2) persons per day shall apply in the high school, and a limitation of three (3) persons per day shall apply in the elementary/middle school. Additional persons will be allowed to use their personal leave if suitable substitute teachers are available according to the discretion of the administration.
- C. Leave may accumulate up to a total of four (4) days.
- D. When personal leave is not used, the employee will not be compensated for unused days at the end of the contract year.
- E. Personal days must be requested at least 24 hours in advance if possible, to give adequate time for administration to secure a suitable substitute. It is a professional expectation that a good faith effort is made to notify the building principal at least 24 hours in advance.

C. FAMILY EMERGENCY LEAVE

1. An employee covered by this contract is eligible to use up to 4 days of his/her allotted sick leave for family emergency in which imminent danger exists as determined by the Superintendent or illness of a parent, child or stepchild, or spouse.
2. An employee will be allowed to use his/her family emergency days if a grandparent, grandchild, sibling, mother-in-law, or father-in-law is hospitalized, under the direct supervision of a health care professional, or actively dying.
3. All other related family emergency leave requests are at the discretion of the Superintendent. The intent of this leave is not for babysitting children or grandchildren who are not hospitalized or otherwise covered under Article I, Part C, and Family Emergency Leave #2.
4. If an employee voluntarily donates one of his family emergency days to the family emergency sick leave bank, that employee will be eligible to draw up to five (5) additional family emergency days per school year if they have donated one (1) of their sick days by July 1st of that current fiscal school year. The bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. Unused days in the bank are not cumulative from one (1) contract year to another.

D. FEDERAL MEDICAL LEAVE ACT

1. If an employee has a situation which qualifies for the Federal Medical Leave Act, the employee will be allowed to use all of his/her accumulated sick leave.
2. An employee who qualifies for the Federal Medical Leave Act and has exhausted all of his/her accumulated sick leave may draw up to twenty (20) days of emergency sick leave per year from the voluntary Emergency Sick Leave Bank if he/she has donated two (2) of his/her sick days by July 1st of that current fiscal school year. Days from the bank may only be used for situations which qualify for the Federal Medical Leave Act. The bank is contingent upon voluntary donations, thus, when the bank is empty, it will be impossible to draw any additional days. This bank will carry over any unused days until the next school year to a maximum of 200 days.

E. BEREAVEMENT LEAVE

Eighty percent of an employee's allowable bereavement days may be used within 21 calendar days of the actual death. Twenty percent of allowable days may be used within one calendar year from the actual death. Extenuating circumstances are at the discretion of the Superintendent. The number of days of leave designated for each category shall be provided to an employee on a per occurrence basis.

<u>DAYS</u>	<u>CATEGORIES</u>
10 days	Spouse, son, daughter, step-child, and/or legal dependents
5 days	Mother, father, sister, or brother
5 days	Grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, and daughter-in-law, provided travel distance is over 250 miles
4 days	Grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, and daughter-in-law, provided travel distance is 250 miles or less
3 days	Grandmother, grandfather
1 day	Any other funeral 25 or more miles from Rock Rapids
1/2 day	Any other funeral less than 25 miles from Rock Rapids

If an employee is asked to be a pallbearer or the funeral is for any relative, the 25 mile limit will be waived. When attending funerals, the building principal must be notified at least one day prior to the employee's absence. If the funeral is on a Monday, the building principal could be called as late as Sunday at home.

F. PROFESSIONAL LEAVE

Attendance at educational meetings or visiting other schools is permitted at full pay, if such absence is recommended by the building principal and is approved by the Superintendent. Expenses for such leave shall be approved by the Superintendent prior to attendance.

G. GRIEVANCE LEAVE

If the Association determines that the investigation or processing of any grievance requires that a bargaining unit member or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.

H. JURY DUTY LEAVE

Any employee who is summoned for jury duty during school hours or who is subpoenaed to testify as a witness in a judicial or administrative proceeding to which he/she is not a party shall be provided leave with pay for such duty or testimony and shall return to work upon completion of his/her jury duty or testimony. The employee is to remit to the District all payment provided or void payment to the District of leave with pay.

I. UNPAID LEAVES OF ABSENCE

Unpaid leave of absence may be granted at the discretion of the Superintendent and is not subject to grievance procedures. Request for the leave must be in writing from the requester stating the purpose, dates, and length of time for unpaid leave. The request must be submitted at least five (5) working days prior to the first (1st) day of the requested leave. The timelines may be waived at the discretion of the Superintendent. All days granted under this leave shall be without pay with the deduction at the employee's daily per diem rate of pay.

ARTICLE II
SALARY SCHEDULE
PLACEMENT ON SALARY SCHEDULE
EXTENDED CONTRACTS
IOWA COMMUNICATIONS NETWORK TEACHING

A. PLACEMENT ON SALARY SCHEDULE

The initial placement of staff on the salary schedule shall be the responsibility of the Superintendent of Schools.

1. New employees who have not had previous teaching experience shall be placed at the base salary upon initial employment. The district shall have discretion to pay a one-time signing bonus for the new employees in an amount determined reasonable by the administration.
2. Horizontal movement credit (Ex: BA +15 or MA +15) shall be approved for staff development, undergraduate or graduate credit, earned and verified in writing if the credits are in the educational field and relevant to the employee's teaching assignment for the employee who has had previous teaching experience or is a current employee.
3. An employee who has a master's degree in the teaching discipline he/she will teach shall be placed on the salary schedule in accordance to the salary schedule at the master's degree level.
4. The Superintendent may place an individual who has a master's degree outside of the individual's teaching discipline at the master's degree level on the salary schedule if, in the Superintendent's judgment, the placement is in the best interest of the District.
5. In the event of disagreement as to initial placement on the salary schedule, the Superintendent's decision is final and shall not be subject to grievance procedures.

B. PART-TIME EMPLOYEES - WAGES/BENEFITS

An employee who is employed less than a full day shall have his/her wages/benefits prorated against his/her daily per diem arrived at by the teacher's contract work year. All salary and benefits shall be prorated proportionally to the part-time service provided.

C. SALARY SCHEDULE

1. Base Salary \$33,000
2. Annual salary advancement shall be given to each employee who has worked in the district for 90 or more school days, whether on a part-time or full-time basis.
3. Horizontal Classifications - Schedule

As of the 2019-2020 school year, the BA + 45 lane will no longer exist. The lanes will be as follows:

BA + 15	\$650	Approved Movement
BA + 30	\$650	Approved Movement
M.A.	\$1,100	Approved Movement
M.A. + 15	\$950	Approved Movement
M.A. + 30	\$950	Approved Movement

The horizontal stipend shall be added to the individual's base salary within the time applicable as indicated on the Master Agreement.

Example: Teacher at \$30,900 (previous year's salary) completes Master's program timely. $\$30,900 + \$1,100 = \$32,000$ + salary advancement for salary computation for the following school year

D. HORIZONTAL LANE ADVANCEMENT

1. In order to change lanes on the salary schedule, employees must file their intent to do so with the Superintendent on or before March 1 of the preceding school year. The letter of intent shall indicate the educational lane in which the employee anticipates to be placed.
2. The employee shall file a detailed description of the courses intended to be used for such advancement by August 1. All requests will be subject to review by the Superintendent before presentation to the Board for its acceptance. The Superintendent shall determine which courses qualify as credit hours for advancement from one (1) lane to another. Credit hours may be staff development credits, undergraduate or graduate credits.
3. Each employee filing such a request shall be notified, in writing, of the result of Board action on his/her request. If such request is granted, the employee shall file an official transcript/document of completed credits no later than September 1 of the year for which he/she seeks a lane change. The number of approved credits shall determine horizontal lane placement on the salary schedule.
4. Employees who fail to meet either the March 1st or the September 1st deadlines set above shall not be entitled to a lane change until the succeeding school year. At the discretion of the Superintendent, compliance with the March 1st and/or the September 1st deadlines may be waived if there are extenuating circumstances provided to the Superintendent in written form. Extenuating circumstances ruled on by the Superintendent shall not be subject to the grievance procedure of this contract.

E. EXTENDED CONTRACTS

An employee who provides professional services beyond the regular contract year, not including summer school, or driver's education, shall be compensated at the per diem rate of his/her salary (191.5 days) for each day in addition to those in the regular school year. This shall be calculated by dividing the employee's regular salary by the number of contract days as specified in Article V and then multiplying by the number of days worked beyond the number of contract days specified in the negotiation agreement.

1. Summer School: Salaries for summer school will be calculated by dividing the number of hours of actual classroom time by seven (7) and then multiplying by the teacher's per diem salary.

F. Tech/AP/Dual Credit TEACHING

Any teacher required to or voluntarily teaching a class through a web cam or other technologically shared classes shall be compensated at a rate of \$750 per class per year, plus \$50/per remote student over 20 per class. Any teacher required or voluntarily teaching an AP/Dual Credit course shall receive an annual stipend of \$150 for a 1 credit course and \$250 for a 2-3 credit course, with an annual maximum stipend of \$500.

ARTICLE III CONTRACT DAYS

A. WORK YEAR

Employees shall be contracted for a school year based on 191.5 days per school year, of which six (6) days shall be holidays: Labor Day, Thanksgiving, Christmas Day, New Year's Day, Presidents' Day, and Memorial Day. If any of these holidays listed fall on a Saturday, the preceding Friday will be treated as the holiday, and if any of these holidays listed fall on a Sunday, the following Monday will be treated as a holiday. The balance shall be teaching, in-service, preparation days, and workshops as designated by the Central Lyon Official School Calendar.

B. CALENDAR

The contract days are listed in this Master Contract but are not a part of the contract and may be changed from one year to another at the discretion of the Board of Education or its designated representative.

B. BREAK TIME

Each teacher teaching .50 FTE or more will have at least a 43 minute break time per regular school day. Middle school and high school teachers will have one class period. Elementary teachers will have at least one 15 minute break (which could be a recess time) and a thirty minute time slot available per day. Each break will be scheduled within student contact hours.

ARTICLE IV GRIEVANCE PROCEDURE

A. DEFINITION

Grievance - A timely filed alleged violation, misinterpretation, or misapplication of a specific article of this agreement.

Grievant - A person or persons or the Association filing the grievance.

B. PROCEDURE

STEP #1 - Within ten (10) contract days of the occurrence of the alleged violation, misinterpretation, or misapplication, or within ten (10) contract days of the date he/she should have been aware of the alleged violation, misinterpretation, or misapplication, the grievant must orally present the complaint to the building supervisor.

If after the informal meeting the complaint is not resolved, each party must sign a memorandum specifying the date and the subject of the meeting.

STEP # 2 - If the grievance is not resolved after the informal meeting, the grievant may file a written grievant within five (5) contract days after the informal meeting. The grievant shall submit the grievance to the building supervisor (principal). The principal shall advise the grievant of his position in writing within five (5) contract days.

STEP #3 - If the grievant is not satisfied with the disposition in Step #2, he/she may submit the written grievance to the Superintendent within five (5) contract days after the answer in Step #2. The Superintendent shall answer in writing within ten (10) contract days of such grievance.

C. GENERAL PROVISIONS

1. The grievant shall, at his or her option, be represented by an Association representative.
2. Any meeting relative to this procedure will be held outside the normal teaching day, except that such matters may be discussed before students arrive or after they depart.
3. The number of days at each step shall be considered as a maximum. These shall not be extended unless it is mutually agreed by both parties.
4. Should the employer not answer the grievance within the time limits, the grievance will move to the next step.
5. In the event a grievance is filed at such time that it cannot be processed through all Steps of the procedure during the current school year, efforts will be made to resolve said grievance during the summer. Unresolved grievances under this clause shall be considered at the beginning of the next year.

ARTICLE V

COMPLIANCE PROVISIONS AND DURATION

A. PRINTING AGREEMENT

1. After mutual agreement has been reached by the Board and the Association, a copy of the contract will be placed as a file on the district server for the use of all employees covered by this agreement. Minimal paper copies will be printed as needed.
2. The Association is allowed to use the district's email as a form of communication between members.

B. NOTICES

Whenever any notice is required to be given by either party regarding this agreement to the other, either party shall do so by letter at the school address. Notice shall be to the CLEA President or the Superintendent of Schools.

C. DURATION:

This agreement shall be effective as of July 1, 2019 and shall continue in effect through June 30, 2020 for all financial items (teaching salaries, benefits, and extra duty salaries). The agreement shall be effective as of July 1, 2019 and shall continue to be in effect through June 30, 2021 for all language items.

D. RE-OPENER

In the event the Iowa Legislature during the 2020 or 2021 regular sessions enacts laws providing additional funding for wages and salaries, including increasing the Allowable Growth and Teacher Quality dollars from SF 277 (or Teacher Comp money), for the Central Lyon Community School District, the parties to this contract agree to return to the bargaining table and negotiate the distribution of the funds. If the legislation enacted specifically provides for the method of distribution of the funds, this paragraph shall be null and void. If the parties are unable to agree upon the distribution, binding arbitration shall be available to either side upon ten (10) days notice in writing to the other side, with utilization of the Public Employment Relations Board rules for arbitration.

Central Lyon Education. Assoc.
(President) (Date)

Central Lyon Board of Education
(President) (Date)

Central Lyon Education. Assoc.
(Chief Negotiator) (Date)

Central Lyon Board of Education
(Chief Negotiator) (Date)

Memorandum

To: Central Lyon Board of Education
From: David Ackerman
Date: April 24, 2019
Re: Classified Employee Benefit Wages & Benefit Changes

- Total package of approximately _____
- In 2016, the personnel committee created a longevity schedule for classified staff which grouped employees by years of service to the District. Groups were classified as 1-10 years of service, 11-19 years of service and 20+ years of service. The personnel committee recommends the following longevity wage increases for classified employees:
 - 1-10 years of service: ___ cents per hour
 - 11-19 years of service: ___ cents per hour
 - 20+ years of service: ___ cents per hour
- Employee leave schedule unchanged

Memorandum

To: Board of Education
From: David Ackerman
Date: April 24, 2019
Re: 2019-2020 Administrator, Supervisor Increases

The personnel committee, consisting of Andy Koob and Scott Postma, met several times to consider individual contracts and recommend the following:

Steve Harman, EL/MS Principal	%
Jason Engleman, 7-12 Principal/AD	%
Steve Breske, Bldgs/Grounds/Transportation	%
Jackie Wells, Business Manager/Board Secretary	%
Marla Freese, Administrative Assistant	%
Jeremy Sprock, Assistant Buildings and Grounds	%
Curtis Eben, Technology	%
Geoff Kruse, Technology Integrationist	%
Jeff Jager, Liaison Officer	%

The above increases reflect the individual consideration by the personnel committee.

The Principals remain on Chapter 279 contracts by Iowa Code. The other administrative support contracts have been revised to reflect recent contract changes from District Legal recommendations.

It is recommended that the District approve the Administrator, Supervisor increases for 2019-2020 be approved.

Memorandum

To: Board of Education
From: David Ackerman
Date: April 25, 2018
Re: Consider Calendar Revision

This year the district had seven school makeup days due to bad weather. The make-up days are scheduled at the end of the school year

With the current calendar as is, the final student makeup day would be June 3, which would be a 1:00 pm dismissal. Since Central Lyon is a “minutes” school and we will have reached the required number of classroom minutes, it is recommended that the board consider forgiving the half day of classes on June 3, 2019 and make the last day of school for the 2018-2019 school year with a 1:00 dismissal of classes on Friday, May 31. Teachers will be required by contract to return June 3.