

## Inspire Learning. Unlock Potential. Empower Achievement.

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

### Linn-Mar Community School District Board of Education Work Session Minutes - August 15, 2016

### **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 by President Isenberg. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Patterson, AbouAssaly, Gadelha, Hutcheson, Nelson, and Weaver. Administration present: Shepherd, Morrison, Bisgard, Breitfelder, Anderson, Christian, and Ramos.

### 200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 009-08-15

Motion by Patterson for the Board to adopt the agenda as presented; second by Hutcheson. Voice vote; motion carried.

### 300: WORK SESSION

<u>301: Special Education Data Profile & Student Services Update</u> Leisa Breitfelder, Exec Director of Student Services, shared highlights from 2015-16 on the Special Education program, Extended School Year program, Off-Site programs, Student Work Experience program, English Language Learners program, Health Services, Student Assistance, Crisis Team, and the Special Education Profile; as well highlights looking ahead for the 2016-17 school year. Some specific highlights were:

- 2016-17 is a compliance year for Special Education IEPs.
- A Special Education Leadership Team is being formed.
- The Success Center and ATLAS programs will have every other Friday off to allow staff to visit student work centers and have planning time with High School staff.
- Currently have 114 English Language Learner students in the district.
- Mt Mercy will be funding a part-time employee for counseling services in the district.
- All buildings will complete one non-active and one active ALICE training. The active trainings will be led by the Marion Police Department.

### 302: Blended Learning

### Exhibit 302.1

Shannon Bisgard, Associate Superintendent, Jeri Ramos, Exec Dir of Technology, and Bob Read, Dir of Middle School Teaching & Learning, presented information on Blended Learning including highlights on the technology feedback/trends received during the Thoughtexchange survey, definition of Blended Learning and various models, and information on Future Ready Schools and personalized student learning. Some specific highlights were:

- Seventeen states have joined the Future Ready Schools network.
- Next steps: visit a Future Ready Schools site, further discussion with the Board, and based on Board's response, build into Strategic Plan if deemed appropriate to do so.

### 303: Board Legacy

Superintendent Quintin Shepherd facilitated a discussion with the Board on the following question: Five years from now, what will the district's key constituents consider the most important legacy of the current Board? Board responses:

- Isenberg: don't continue to maintain the status quo just because we have always done something a certain way. Try new programs and remain a leader in the state.
- Patterson: don't just respond to physical growth of the district but also increase learning and teaching opportunities and become a leading edge district.
- Gadelha: create student opportunities for growth in educational areas, but also in coand extra-curricular areas such as sports, music, the arts, etc. Build on the flavor of the student experience to ensure they are well rounded upon graduation.
- AbouAssaly: build on the educational experience by becoming leaders in having student voices more inclusive in the conversation and decisions on vision; make the students a part of the voice and vision.
- Weaver: grow opportunities for trade skills for students who may not have the desire to pursue four years of college.
- Nelson: look at education in new ways to move outside the norm but ensure we move forward in a way that makes sense and fulfills the various levels of student needs, skills, and future goals.
- Hutcheson: focus on the entire student body and its diversity to ensure opportunities are available to all.
- Shepherd: the legacy of the current board is preservers of culture. This Board guides with the outlook that improvement is a journey with varying pathways, not a destination, and that there are ways to improve daily.

### 400: ADJOURNMENT

### 401: Adjournment Motion 010-08-15

Motion by Patterson to adjourn the work session at 6:37 PM; second by Nelson. Voice vote; motion carried.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Respectfully submitted by: Gayla Burgess Admin Asst to the Superintendent 08/15/2016



## Inspire Learning. Unlock Potential. Empower Achievement.

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

### Linn-Mar Community School District Board Meeting **Regular Session Minutes - August 15, 2016**

### **100: CALL TO ORDER AND DETERMINATION OF A QUORUM**

The Linn-Mar Community School District Board of Education regular session was called to order at 7:00 PM in the boardroom of the Learning Resource Center by President Isenberg. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Patterson, AbouAssaly, Gadelha, Hutcheson, Nelson, and Weaver. Administration present: Shepherd, Morrison, Bisgard, Breitfelder, Anderson, Christian, and Ramos.

### 200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 011-08-15

Motion by Patterson for the Board to adopt the agenda as presented; second by AbouAssaly. Voice vote; motion carried.

### **300: RECOGNITIONS/PROCLAMATIONS**

### 400: AUDIENCE COMMUNICATIONS

- 1. Reese Phillips (HS Senior/Football Player): shared concern about not having the full football coaching staff available for the year.
- 2. Baylor Pree (HS Senior/Football Player): shared concern about not having the full football coaching staff available for the year.
- 3. Neme Siaway (HS Senior/Football Player): shared concern about not having the full football coaching staff available for the year.
- 4. Mark Phillips (Parent): shared concerns about district policy on equipment use by students for summer athletic camps.
- 5. Daylen Canty: (HS Senior/Football Player): shared concern about not having the full football coaching staff available for the year.

### 500: RESOLUTIONS/OPENING OF BIDS/PUBLIC HEARINGS

### **600: INFORMATIONAL REPORTS**

### 601: Finance Committee

Weaver reported that during the July 21st Finance Committee meeting discussion included the district audit, changes in activity fund guidance, and the district's sale of obsolete equipment/furnishings. There was a request for Anderson to share the full changes in activity fund guidance with members of the Board.

### 602: Marion City Council

Weaver reported that during the July 21st Marion City Council meeting discussion included possible changes to voting by wards and that the discussion on the potential installation of a roundabout at the intersection of Indian Creek Road and 29<sup>th</sup> Avenue has been tabled.

Nelson reported that during the August 4<sup>th</sup> Marion City Council meeting it was shared that the intersection of Echo Hill Road and Alburnett Road will be closed due to the installation of utility lines, but should be open before the beginning of the school year.

### 603: Applied STEM Center Advisory Board

Isenberg and Gadelha reported on the July 26<sup>th</sup> Applied STEM Center Advisory Board meeting that was held at Freund Vector in Marion. The meeting was attended by local business representatives, Kirkwood College, Marion City Council members, MEDCO, and others. The meeting was to gather input on the potential Applied STEM Center.

### 604: Administration Report

Exhibit 604.1

Superintendent Quintin Shepherd highlighted information from the Administration Report on the back-to-school activities including new teacher orientations, the staff kickoff event, and professional learning opportunities.

### 605: Strategic Planning Update

Superintendent Quintin Shepherd updated the Board on the Strategic Planning process and discussion which is highlighted on page six of the Administration Report. Next steps will be to revisit the potential district restructuring conversation on August 29<sup>th</sup> to assess the direction the Board would like to pursue and then reach out to staff, students, families, and the community in various ways to offer them opportunities to share their feedback. Shepherd clarified that <u>no</u> Board motions or final decisions have been made at this time and they will not be making a final decision until feedback has been gathered and assessed. Shepherd also reminded the Board that the Strategic Planning process is a flowing process that will change as the topics are discussed and feedback gathered.

### **700: UNFINISHED BUSINESS**

### 701: FY17 Superintendent Salary Motion 012-08-15

Motion by Patterson for the Board to approve the superintendent salary for FY17 at an increase of 2.5% with an additional one-time \$2,000 increase for a new base salary of \$220,375.00; second by Gadelha. Voice vote; motion carried.

### 800: NEW BUSINESS

801: First Reading of Board Policies 603.3-R1 & 603.3-R2 *Motion 013-08-15 Exhibit 801.1* Motion by Gadelha for the Board to approve the first reading of Policies 603.3-R1 and 603.3-R2 which reflect the change in the overnight fieldtrip request deadline from three weeks to four weeks; second by Nelson. Voice vote; motion carried

802: Approval of District Harassment Brochures *Motion 014-08-15 Exhibit 802.1* Motion by Patterson for the Board to approve the updates to the district harassment brochures that include new contact and/or leadership information for the 2016-17 school year; second by Weaver. Voice vote; motion carried.

### 803: Open Enrollment Requests Motion 015-08-15

Motion by Patterson for the Board to approve the following open enrollment requests as presented; second by Gadelha. It was requested that the Board receive a copy of the State guidelines on approving OEs that clarifies the various reasons to approve or deny. Voice vote; motion approved.

### Approved In

	Name	Crada	Decident District	Descen
	Name	Grade	Resident District	Reason
1	Birkett, Dracyn	1 <sup>st</sup>	Cedar Rapids CSD	Good Cause
2	Birkett, Jayden	3rd	Cedar Rapids CSD	Good Cause
3	Gorton, Alex	9 <sup>th</sup>	Cedar Rapids CSD	Good Cause
4	Kratzer, Karlee	2 <sup>nd</sup>	Marion Independent SD	Good Cause
5	McGrath, Aramis	4 <sup>th</sup>	Marion Independent SD	Good Cause
6	McGrath, Aria	1 <sup>st</sup>	Marion Independent SD	Good Cause
7	Parnish, Jordan	12 <sup>th</sup>	College Community SD	Good Cause
8	Poore, Kaleb	4 <sup>th</sup>	Cedar Rapids CSD	Good Cause
9	Rains, Karson	2 <sup>nd</sup>	Cedar Rapids CSD	Good Cause
10	Simpson, DeMarcus	К	Cedar Rapids CSD	On Time
11	Tijerina, Adin	10 <sup>th</sup>	Marion Independence SD	Good Cause
12	Viverette, Jamarus	К	Marion Independent SD	Good Cause
13	Viverette, Soulaya	1 <sup>st</sup>	Marion Independent SD	Good Cause
14	Westland, Xavier	1 <sup>st</sup>	Cedar Rapids CSD	Good Cause

### Denied In

	Name	Grade	Resident District	Reason
1	Hanse, Ethan	9 <sup>th</sup>	Marion Independent SD	Insufficient Space

### Approved Out

	Name	Grade	Resident District	Reason
1	Sandor, Ellie	7 <sup>th</sup>	Cedar Rapids CSD	Late OE – Good Cause
2	Sandor, Hannah	8 <sup>th</sup>	Cedar Rapids CSD	Late OE – Good Cause

### 900: CONSENT AGENDA

### 901: Personnel

### Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Beik, Angela	District: Nurse	8/18/16	BSN Step 15
Coleman, Lindsay	BW: 1 <sup>st</sup> Gr Teacher	8/15/16	BA Step 1
Gerdes, Chad	OR: Social Studies Teacher	8/15/16	BA Step 1

### Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Lorenzen, Jennie	District: Teacher Leader	7/8/16	Other Employment
Moran, Michael	OR: Social Studies Teacher	7/26/16	Other Employment
Stockmaster, Sheri	District: Nurse	8/1/16	Personal

### Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept	Salary Placement
		Action	
Bjork, Megan	WE: Student Support Associate	8/18/16	LMSEAA II, Step 6
Cooley, Taylor	HS: Student Support Associate	8/18/16	LMSEAA II, Step 6
Eddins, Michael	WE: Student Support Associate	8/18/16	LMSEAA II, Step 8
Fassler, Karen (Jill)	NS: OR General Help	8/9/16	PTNS, Step 1
Fish, Stacy	LRC: Nutrition Services Manager	8/15/16	\$65,000/year
Grotegut, Pamela	OR: Student Support Associate	8/18/16	LMSEAA II, Step 10
Gussie, Jessica	EH: Student Support Associate	8/18/16	LMSEAA II, Step 10
Hasenclever, Sara	HS: Student Support Associate	8/18/16	LMSEAA II, Step 8
Hunt, Margaret	HS: Student Support Associate	8/18/16	LMSEAA II, Step 10
LeGrand, DeAnne	HS: .5 Custodian	7/11/16	SEIU C, Step 1
Miles, Edmond	HS: Student Supervisor	8/18/16	\$15.00/hour

Name	Assignment	Dept Action	Salary Placement
Molenaar, Rebecca	HS: Student Support Associate – Recall from RIF	8/18/16	LMSEAA II, Step 7
Noltensmeier, Kelly	NS: HS General Help	8/9/16	PTNS, Step 1
Riherd, Michelle	WF: From General Help/Cashier to Production Mngr	8/3/16	\$17.75/hour
Wright, Keith	WF: .5 Custodian	8/5/16	SEIU C, Step 2
Zimmerman, Emily	OR: ASSIST Program Assistant	8/18/16	LMSEAA II, Step 9

### Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Allmandinger, Jacob	TR: Summer Help	7/15/16	Temporary Position Ended
Brown, Jennifer	NS: WE General Help	8/2/16	Personal
Buck, Chad	OR: ASSIST Program Associate	8/5/16	Other Employment
Christensen, Julia	OR: Student Support Associate	7/27/16	Personal
Danielson, Sara	TR: Summer Help	7/15/16	Temporary Position Ended
Dean, Michael	HS: Custodian	7/15/16	Retirement
Elgin, Sam	LG: Student Support Associate	8/2/16	Other Employment
Howard, Roxanne	WE: Student Support Associate	7/13/16	Personal
Hutcheson, Nathan	TR: Summer Help	7/15/16	Temporary Position Ended
Johnstone, Angela	OR: Student Support Associate	7/29/16	Personal
Maneman, Sonda	NE: General Ed Assistant	8/4/16	Personal
Munroe, Peta-Gaye	TR: Summer Help	7/15/16	Temporary Position Ended
Osborn, Colleen	NS: WF Production Manager	7/18/16	Other Employment
Suskind, Alex	LG: Student Support Associate	8/2/16	Other Employment
Tow, Colleen	Four Oaks/ATLAS: Student Support Assoc	8/8/16	Personal
Walker, Stacey	LRC: Accounting Assistant	8/4/16	Other Employment
Williams, Ethan	TR: Summer Help	7/15/16	Temporary Position Ended
Wilkes, Teresa	LG: Paraprofessional	8/9/16	Personal
Wilson, Ashton	LG: Student Support Associate	8/8/16	Other Employment
Zieser, Desaree	EX: Student Support Associate	7/21/16	Other Employment

### Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Hoffman, Kyle	HS: From Assistant to Head Cross Country	7/12/16	\$4,261
	Coach		
Kimm, Curtis	HS: Head 9 <sup>th</sup> Gr Football Coach	7/28/16	\$4,261
Mahmens, Mitch	HS: Assistant Varsity Football Coach	8/1/16	\$4,261
May, William (Andrew)	HS: Assistant 10 <sup>th</sup> Gr Football Coach	7/28/16	\$3,195
Shaffer, Ryan	OR: From Head to Assistant 7 <sup>th</sup> Gr Volleyball Coach	8/1/16	\$2,840

### Extra-Curricular: Resignation

Name	Assignment	Dept Action	Salary Placement
Kelley, Kathleen	HS: Assistant Varsity Girls' Tennis Coach	7/12/16	Personal
Shaffer, Natalie	OR: Assistant 7 <sup>th</sup> Gr Volleyball Coach	7/19/16	Personal

### 902: Approval of Minutes from July 11th

### 903: Approval of Bills

#### 904: Approval of Contracts

- 1) Special Education instructional program agreements with Marion Independent (1) and Woodward-Granger (1).
- 2) Facility use agreement with the US Cellular Center to use the arena for High School graduation ceremonies for the years of 2017, 2018, and 2019.

Exhibit 902.1

Exhibit 903.1

Exhibits 904.1-11

6

- 3) Change order with Larson Construction for materials/labor pertaining to Phase II of the High School renovations for an increase of \$86,633.04.
- 4) Letter of engagement with Nolte, Cornman & Johnson, Certified Public Accountants, for auditing services for the year ended June 30, 2016, for a fee not to exceed \$24,000.00.
- 5) Adoption agreement with State of Iowa Retirement Investor's Club 403(B) Plan to add five new providers: Annuity Investors Life Insurance Company, Security Benefit, AXA Advisors, EFS Advisors, and Lincoln Investment.
- 6) Rental agreement with Ryan Hunt for the farmhouse and surrounding yard locally known as 2969 C Avenue Extension NE, Cedar Rapids for July 1, 2016 through July 1, 2017.
- 7) Agreement renewal with Integrated Register System, Inc., for the InTouch Receipting system software license and software support.
- 8) Agreement for athletic training services with Unitypoint St Luke's Methodist Hospital for a period of three years beginning August 1, 2016 and concluding July 31, 2019.
- 9) Memorandum of understanding with 55+ Initiative (a RSVP Funded Program) sponsored by the United Way of East Central Iowa to continue the utilization of the 55+ Initiative volunteers.
- 10) 28E agreement with the City of Cedar Rapids for the purpose of establishing and operating an adult guard program at designated school crossing through the end of June 2017.
- 11) Non-commercial licensing agreements for Linn-Mar Club Basketball Teams:
  - a. Larry Downing Head Coach LM Roar
  - b. Kirk Kolek Head Coach LM Lions Red 8<sup>th</sup> Gr Girls
  - c. Casey Jones Head Coach LM Black 6<sup>th</sup> Gr Boys
  - d. Todd Miller Head Coach LM 3rd Gr Girls
  - e. Matt Casebolt Head Coach LM Lions Black 5th Gr Boys
  - f. Brett Thoms Asst Coach LM Starz 6th Gr Girls
  - g. Melissa Buchholz Team Manager LM 4th Gr Girls
  - h. Michael Booth Manager LM Red 5<sup>th</sup> Gr Boys
  - i. Julie Kraft Team Manager LM Pride 5<sup>th</sup> Gr Boys
  - j. Kelly Sinnock Head Coach LM Lions 5th Gr Girls

### 905: Board Information

- 1) Finance report and cash balances as of June 30, 2015.
- 2) Finance report and cash balances as of June 30, 2016.

### 906: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and Board Policy 902.6, the District will list for sale the following items as of Tuesday, August  $16^{th}$ :

- a. Three 84-passenger transit buses
- b. Cafeteria tables
- c. Kitchen equipment/appliances
- d. Wrestling mats
- e. Weight Room equipment
- f. Desks, tables, chairs, and other furniture items

Information on the sale of the items can be obtained from JT Anderson, Chief Financial Officer/Chief Operating Officer at 319-447-3008 or jtanderson@Linnmar.k12.ia.us.

### 907: Items Removed from the Consent Agenda for Separate Action

### 908: Approval of the Consent Agenda Motion 16-08-15

Motion by Patterson for the Board to approve the consent agenda as presented; second by AbouAssaly. Voice vote; motion carried.

Exhibit 905.1

### **1000: COMMUNICATIONS, ANNOUNCEMENTS, AND TRANSMITTALS**

### 1001: Board Communications

- Hutcheson: requested that the Board review and discuss the policy on loaning of equipment that was questioned during audience communications. Shepherd clarified that the issue isn't the policy itself; but the issue of the policy not being followed equally across the district.
- AbouAssaly: drew attention to the article on the LM homepage regarding the High School being ranked by *Newsweek* in the top 500 schools across the Nation.
- Patterson: thanked the Operations & Maintenance crew, custodians, High School staff, and contractors for all the work they have put in to get the High School ready for the first day of school. An extra kudos was given to the district custodial staff for their dedication and pride in ensuring the building is clean.
- Gadelha: welcomed the new teachers and staff to the district, shared her excitement about how far the High School renovations have come, and thanked everyone involved with the renovations and care of the building.
- Weaver: thanked the Special Education staff for their dedication to the students and programming and reminded everyone of the Drive 4 UR School event being hosted by the Foundation on August 27<sup>th</sup>.
- Nelson: drew attention to the article on the LM webpage about Brady Barry, 3<sup>rd</sup> Grader at Linn Grove Elementary and son of Debra Barry, Teacher Leader Program Coordinator, for placing first in the KCRG TV-9 "What I Want to Be When I Grow Up" essay contest. Nelson also thanked the custodial staff for their hard work on readying the High School for the first day of school.

Date	Time	Event	Location
August 18 <sup>th</sup>	7:30 AM	2016-17 Welcome Back/Kickoff	HS Auditorium
August 18 <sup>th</sup>	5:30 PM	Marion City Council (AbouAssaly)	City Hall
August 19 <sup>th</sup>	9:00 AM	Policy Committee	Superintendent's Conference Room
August 23 <sup>rd</sup>	Full Day	First Day of School	Districtwide
August 25 <sup>th</sup>	7:30 AM	Finance Committee	Superintendent's Conference Room
August 29 <sup>th</sup>	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
Date	Time	Event	Location
September 8 <sup>th</sup>	5:30 PM	Marion City Council	City Hall
September 10 <sup>th</sup>	8:30 AM	Coffee Conversation	Bowman Woods Elementary
September 12 <sup>th</sup>	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
September 15 <sup>th</sup>	7:30 AM	Finance Committee	Superintendent's Conference Room
September 16 <sup>th</sup>	7:00 AM	Board Visit	Indian Creek Elementary
September 20 <sup>th</sup>	5:30 PM	Technology Committee	Boardroom
September 21 <sup>st</sup>	4:30 PM	Special Education Advisory	Boardroom
September 22 <sup>nd</sup>	5:30 PM	Marion City Council	City Hall
September 26 <sup>th</sup>	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
September 28 <sup>th</sup>	7:30 AM	Board Visit	Success Center

### 1002: Calendar

### 1003: Committees/Advisories

Committees/Advisories	Board/Administrative Participants
Finance Committee	Anderson, Shepherd, Morrison, Abouassaly, Hutcheson, Weaver
Policy Committee	Shepherd, Morrison, Gadelha, Nelson, Patterson
Technology Committee	Ramos, Isenberg
Career & Technical Education	Bisgard, Nelson

Committees/Advisories	Board/Administrative Participants
Equity Advisory	Bisgard, Christian, Ramos, Patterson
School Improvement Advisory	Bisgard, Gadelha
Health & Human Development	Breitfelder, AbouAssaly
Special Education Advisory	Breitfelder, Nelson

### 1100: ADJOURNMENT Motion 17-08-15

Motion by AbouAssaly for the Board to adjourn the regular session at 7:51 PM; second by Patterson. Voice vote; motion carried.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Respectfully submitted by: Gayla Burgess Admin Asst to the Superintendent 08/15/2016

Exhibit 301.1

# LINN-MAR STUDENT SERVICES

2015/16 Highlights 2016/17 Looking Ahead

## SPECIAL EDUCATION

### 15/16 Highlights

- 18 new staff members or changes
- 2 Instructional Coaches
- District wide PLC Groups
- New Executive Director

### 16/17 Looking Ahead

- Compliance Year
- Additional District Wide PLCs
- Special Education Leadership Group
- New Roles in Student S Exhibit

## EXTENDED SCHOOL YEAR

- 19 instructional days
- 88% student attendance
- 1 ESY Coordinator
- 1 School Nurse
- 11 Teachers
- 49 Students
- 28 Associates
- 16 Student Volunteers

- Additional Thanks To:
- Novak custodial and office staff
- 0&M
- Transportation Department
- Technology Department
- Bobby Kelly and the rest of the staff at the Aquatic Center



## OFF-SITE PROGRAMMING

### 15/16 Highlights

- Successful start of 2 new programs (ASSIST and ATLAS)
- Partnership with Four Oaks has been wonderful
- ASSIST fantastic resource for students that require this atmosphere as LRE
- Success Center continues to promote independence through living, learning working goals, continuing to add new businesses to partner with every year

### 16/17 Looking Ahead

- New calendar for SC
- New calendar for ATLAS
- Looking forward to potential growth in SC and ASSIST programs

## WORK EXPERIENCE

### 26 special education students (19 high school, 7 Success Center) 38 Total business partners currently serving as job site hosts

- Preschool classrooms at NE and LG
- Our Little Haven Daycare
- Take the Cake Cupcakes
- The Bookhaus
- Crestview
- Family Video, Marion and C Ave
- Foundation 2
- Great Clips
- Indian Creek PE classroom
- Jym Bag
- \* Kum N Go Blairs Ferry, Marion and  $1^{\,\mbox{st}}$  Ave locations
- Pizza Ranch
- Marion Fire Department

- Marion Fareway
- HS Custodial staff
- Hy-Vee Drugstore, 7<sup>th</sup> Ave and C Ave
- Indian Creek Country Club
- Media Centers @ IC, EH, Wf, LG
- LM Technology Department
- Marco's Pizza
- Marion Cares
- Microtel Inn & Suites
- Northtowne Cycling and Fitness
- Blue Lagoon Pool and Spa

- Bouslog Insureance
- Carpetland, USA
- Cedar Valley Human Society
- Cotton Gallery

## ENGLISH LANGUAGE LEARNERS

### 15/16 Highlights

- Added an ELL Paraprofessional to the team
- Implemented a new state assessment – ELPA21
- All ELL teachers trained in English Language Proficiency (ELP) Standards

### 16/17 Looking Ahead

- ELL teachers will train general education teachers on ELP Standards
- Anticipating a new ELL Screener
- New curriculum at High School

## HEALTH SERVICES

### 15/16 Highlights

- Completed a Student Wellness Building/District Self-Assessment
- Goal has been set to focus on Breakfast Promotion
- Continue Blue Zone Schools

### 16/17 Looking Ahead

- Additional Nurse
- Adding Breakfast Cart at EX
- Reviewing Student Wellness Policy

## STUDENT ASSISTANCE TEAM

### 15/16 Highlights

- Continued partnerships with Family Systems Agency to provide onsite therapists
- Mercy Partnership for counseling services
- Gallup Poll

### 16/17 Looking Ahead

- All elementary schools will be PBIS
- COMPASS will be PBIS
- Iowa Youth Survey
- Continue Mercy Care Partnership

http://www.mercycare.org/services/f amily-counseling/

## CRISIS TEAM

### 15/16 Highlights

 Four staff members in district now trained as ALICE trainers

### 16/17 Looking Ahead

- Write student lessons for implementation this spring/next fall for ALICE
- Communicate with families on ALICE
- All buildings have one active and one non-active staff ALICE training per year

## SPECIAL EDUCATION PROFILE

- Graduation rate is increasing
- Dropout rate is decreasing
- Participation rate is a strength
- Closing the Achievement Gap always a priority
- Educating in the Least Restrictive Environment (LRE) is a strength
- Early Childhood students are making growth in social/behavioral skills

# **BLENDED!**

Analysis of Technology items from **Thought Exchange** / **Blended Learning Introduction** / **Future Ready** Discussion

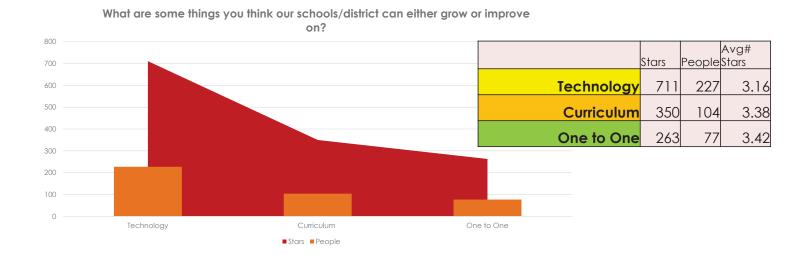


## THOUGHT EXCHANGE

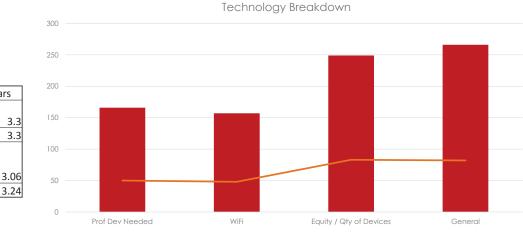
Information Shared in the Technology Section



### QUESTION 2: WHAT ARE SOME THINGS YOU THINK OUR SCHOOLS/DISTRICT CAN EITHER GROW OR IMPROVE ON?



## Q2 TECHNOLOGY DRILL DOWN



Professional Development comments included requests for strategic direction on how to use devices and strategies on how to incorporate into curriculum.

WiFi comments primarily from HS being addressed in the construction. Issues from Middle School resolved this summer.

Equity/Qty. of Devices Comments of some buildings have "more". Desire for students to have "more". Refresh schedule to change to an equitable formula of number of students in last year certified count / 2. If 500 students, 250 devices will be purchased (which device Laptop/Desktop/iPad) will be up to the school Admin.

General Comments to continually update and leverage technology. General always room for improvement.

Stars

Prof Dev

Needed

Equity /

Qty of

Devices

General

WiFi

People

50

48

83

82

166

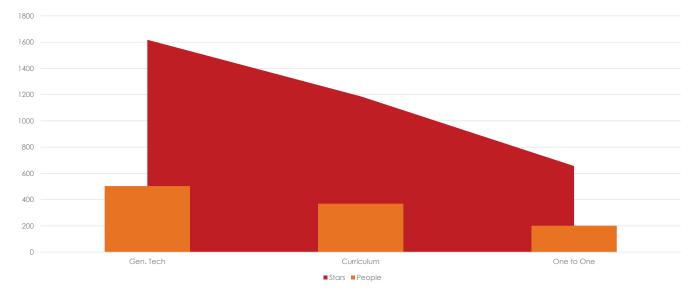
157

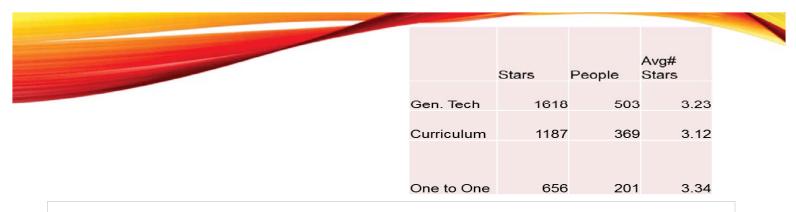
249

266

Avg# Stars

### Q3: WHAT IDEAS WOULD YOU LIKE TO SHARE WITH OUR BOARD OF EDUCATION AS AREAS WE SHOULD FOCUS ON AS PART OF OUR STRATEGIC PLAN?



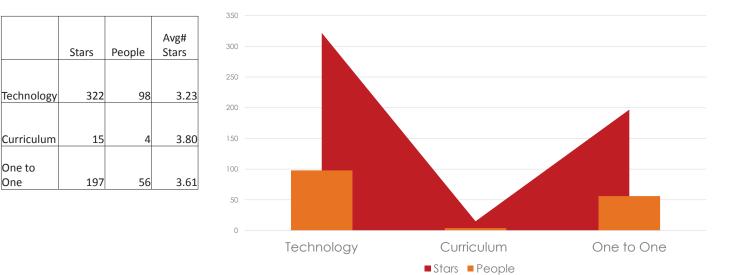


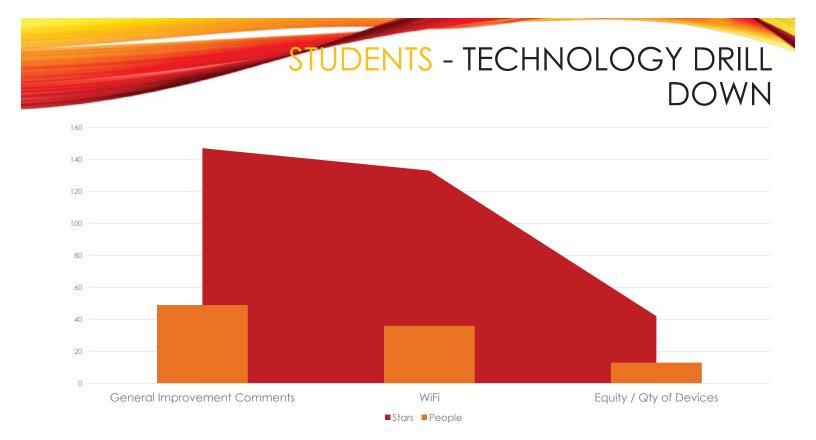
**General** comments range from "less technology, not more" to "Technology should be used as a tool, not a distraction". And a repeat of equity issues.

**Curriculum** comments "all students should have instruction to use Office applications". More concentrated curriculum application and less games. Comments to use E-Textbooks. Make computer classes mandatory for all students.

**One to One** Comments include "additional devices in the hands of students"; "good investment to help everyone"; "BYOD only maintains unbalanced access to technology"; "Teachers cannot help students with personal devices, the District should buy all the devices"

### STUDENT Q2: WHAT ARE SOME THINGS YOU THINK OUR SCHOOLS/DISTRICT CAN EITHER GROW OR IMPROVE ON?





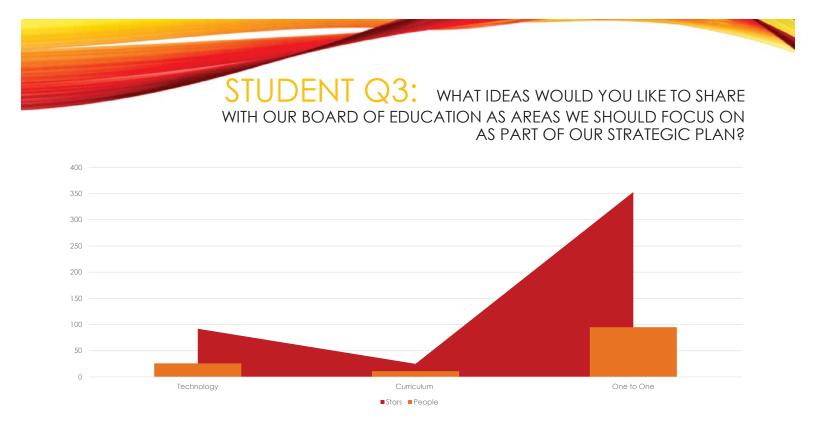
## STUDENTS - TECHNOLOGY DRILL DOWN

	Stars	People	A∨g# Stars
Gen Imprvmnt Comments	147	49	3.05
WiFi	133	36	3.63
Equity / Qty of Devices	42	13	3.05

**General Improvement** comments range from adding charging outlets in lockers to "drones aren't a good idea". "I think we should get new computers"; "get rid of tech"

**WiFi** comments primarily from High School and addressed in the construction. Issues mentioned at Middle School resolved this summer

**Equity/Qty. of Devices** - "sometimes teachers need computers and they aren't available"



## **STUDENTS - DRILL DOWN**

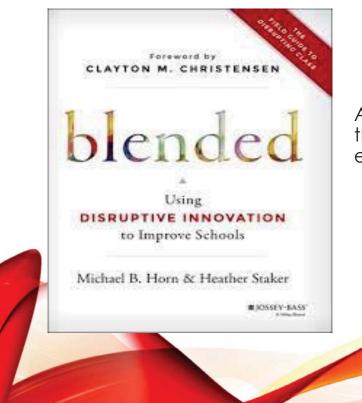
	Stars	People	Avg# Stars
Technology	92	26	3.45
Curriculum	25	11	2.18
One to One	353	95	3.74

**Technology** comments range wanting more advanced types of technology and request for more websites to use. **Curriculum** comments requesting more virtual reality learning, to typing on devices being faster than writing.

**One to One** student desire to have District provide devices for each student and to be able to take them home.

### NEXT STEPS IN OUR LEARNING





Administrative Team has been reading this book. It is providing guidance in our exploration of Blended Learning



### The rise of K-12 blended learning

Definition of blended learning



A formal education program in which a student learns at least in part through **online learning**, with some element of student control over time, place, path and/or pace

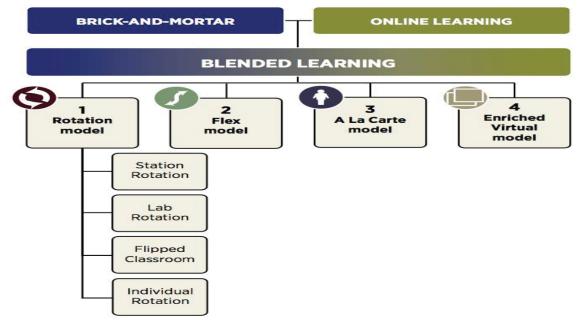


at least in part in a supervised brick-and-mortar location away from home (such as school).



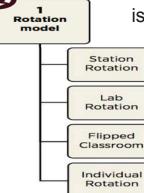
The modalities along each student's learning path within a course or subject are connected to provide an integrated learning experience.

## MODELS OF BLENDED LEARNING





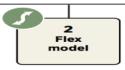
A course or subject in which students rotate on a fixed schedule or at the teacher's discretion between learning modalities, at least one of which is online learning.





A course or subject in which online learning is the backbone of student learning, even if it directs students to offline activities at times.

- Students move on an individually customized, f uid schedule among learning modalities.
- The teacher of record is on-site, and students learn mostly on the brick-and-mortar campus, except for any homework assignments.
- The teacher of record or other adults provide face-to-face support on a flexible and adaptive as-needed basis through activities such as small-group instruction, group projects, and individual tutoring.





A course that a student takes entirely online to accompany other experiences that the student is having at a brick-and-mortar school or learning center.

- The teacher of record for the A La Carte course is the online teacher.
- Students may take the A La Carte course either on the brick-and-mortar campus or off-site.
- Students take some courses A La Carte and others face-to-face at a brickand-mortar campus.



## ENRICHED VIRTUAL MODEL

- A course or subject in which students have required face-to-face learning sessions with their teacher of record and then are free to complete their remaining coursework remote from the face-to-face teacher.
- The Enriched Virtual model differs from the Flipped Classroom because in Enriched Virtual programs, students seldom meet face-to-face with their teachers every weekday.
- It differs from a fully online course because face-to-face learning sessions are more than optional office hours or social events; they are required.





Blended Learning is different from technology-rich instruction. Students have at least some control of the time, place, path and/or pace of their learning. Instead of the learning activities being standardized across the class

Many schools are mixing and matching models.



- 1. Imagine that you are back in the class as a middle school student. Would prefer technology-rich instruction or blended learning? For you as a middle school student, what would be the advantages and disadvantages?
- 2. If tomorrow you were to start learning a foreign language through blended learning, what model or combination of models would you want to use?

# FUTURE READY SCHOOLS PREPARING STUDENTS FOR SUCCESS

www.futureready.org



### A PLANNING & RESOURCE HUB FOR PERSONALIZED, DIGITAL LEARNING

Future Ready Schools helps district leaders plan and implement personalized, research-based digital learning strategies so all student can achieve their full potential.



Future Ready Schools is a project of the Alliance for Excellent Education featuring leadership summits co-hosted by the U.S. Department of Education.

Large coalition of national, corporate and media sponsors







At the heart of Future Ready and the Planning Dashboard is the <u>Future</u> <u>Ready Framework</u>, a robust structure for digital learning visioning, planning, and implementation focused on <u>Personalized Student Learning</u>. The <u>research-based</u> Framework emphasizes collaborative leadership and creating an innovative school culture. All content focuses on seven key areas (called gears), plus leadership, each of which are addressed during the comprehensive planning process. This framework keeps student learning at the heart of all decision-making.

- Curriculum, Instruction, and Assessment
- Personalized Professional Learning
- Technology and Infrastructure
- Budget and Resources
- Community Partnerships
- Data and Privacy
- Use of Space and Time
- Collaborative Leadership



## SYSTEMIC APPROACH TO IMPLEMENTATION





In conjunction with the release of the US Department of Education's <u>2016</u> <u>National Education Technology Plan</u>, the Alliance for Excellent Education announced in December 2015 that <u>seventeen</u> states have committed to developing a statewide program to support school district leaders in using Future Ready Schools (FRS) resources.



### HOW DO WE START? TAKE THE FUTURE READY SCHOOLS PLEDGE



The Future Ready Schools District Pledge, developed by the U.S. Department of Education in October 2014, is a commitment by district leaders to work with educators, families, and community members to make all schools in their districts

Future Ready Schools. The Future Ready Schools effort will encourage and support superintendents as they transition their districts to personalized, digital learning.

http://dashboard.futurereadyschools.org/pledge/

All leaders are welcome to use the Future Ready Planning Dashboard at no charge. One important note, embarking on this work will take leadership, time, patience, courage, collaboration, trust, and some trial and error to get it right. If doing this level of planning were easy, every district in America would be Future Ready! We celebrate your leadership and appreciate your willingness to jump in. Use the 5 Step Process as a guide to developing your Future Ready action plan.



CREATE A FUTURE READY LEADERSHIP PLANNING TEAM

TAKE THE FUTURE READY DISTRICT LEADERSHIP SELF-ASSESSMENT

እ እዚህ Step 3

STEP 2

GATHER INPUT FROM STAKEHOLDERS; ANALYZE GAPS A STRATEGIES



STEP

CREATE YOUR FUTURE READY ACTION PLAN

EXPORT, SHARE, CONNECT, AND REPEAT!

# NEXT STEPS

Feedback, thoughts and questions





### Exhibit 604.1

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



### Administration Report - August 15, 2016

Inspire Learning. Unlock Potential. Empower Achievement.

Strategic Goal #1: Student Achievement – Performance Meas	<u>ures</u>
FAST (Formative Assessment System for Teachers)	Graduation rates
MAP/NWEA (Measures of Academic Progress)	Retention rates
Iowa Assessments/Smarter Balanced Assessments	Summer School Success & Attendance
ACT (American College Test)	Iowa School Report Card
NGSS (Next Generation Science Standards)	

#### Next Steps/Strategy – Teaching & Learning/Curriculum

1. Ensure implementation of Iowa Core is done with fidelity at all grade levels/buildings

2. Prepare for anticipated 2016-17 implementation of Smarter Balanced Assessment

3. Prepare for anticipated 2016-17 implementation of Next Generation Science Standards

4. Prepare for anticipated implementation of Iowa School Report Card

**Smarter Balanced Assessments**: Over the course of the last year the status of Smarter Balanced Assessments in the State of Iowa has been evolving. The State of Iowa is once again preparing to implement Smarter Balanced Assessments beginning in the 2017-18 school year. Additional information about this change is expected in the upcoming months from the Department of Education. Updates will be shared as more information is received.

**Differentiated Accountability**: The State of Iowa is changing the system used to hold schools accountable and ensure compliance. The State is no longer conducting the traditional five-year school site visits but, instead, will be using a new system entitled, Differentiated Accountability, to determine site visits. District performance is now measured by success on the new FAST assessment that is given to students in grades K-5. We have received our first set of scores from the State on the FAST assessment and, overall, we are pleased. As always, there is room for improvement; but in general the district's scores were very strong. Our designation in the first year of Differentiated Accountability is considered, "Targeted Support". This means that the district will be invited to participate in a series of professional development sessions this fall. A team will be created to participate in this level of support. Because of the strength of our scores we will not receive a site visit from the Department of Education.

**District Profile for Individuals with Disabilities Education Act (IDEA) Part B**: The State of Iowa produces an annual District Profile Report. This report allows representatives of a school district to display district-level data on many of the Special Education indicators that are required based on the State of Iowa's Performance Report that is required by the Federal Office of Special Education Program as directed by the Individuals with Disabilities Act (IDEA). The data in this report can be used to monitor progress over time on indicators and help drive the work of professionals in the area of Special Education programming. You may find the full profile report <u>here</u>. Please note this data has been compiled during the 2014-15 school year. As noted on <u>some</u> of the charts, the data compiled in 2014-15 may reflect the 2013-14 information.

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



Inspire Learning. Unlock Potential. Empower Achievement.

#### Highlights of the Linn-Mar 2014-15 District Profile Report:

- The graduation rate is increasing and the dropout rate is decreasing for students with IEPs (Individual Education Plans). This area will continue as a focus area. This is the first year of data that reflects with hiring a Transition Director in Student Services. The High School will be initiating some new practices in Special Education next year that will allow for an increase in partial credit options as well as smaller group instruction opportunities in specific Special Education classes.
- The participation rate of students with IEPs continues to be a strength of the district. Performance of academic skills appears to be, at the district and state levels, on an overall decline. Closing the achievement gap and having more students proficient on assessments is always a goal of the district. The target goal for this indicator is based on the Elementary/Secondary Education Act (ESEA).
- The data indicates that the percentage of students with long-term suspensions and/or expulsions dropped to below the state average.
- The district continues to follow an inclusive philosophy by offering programming for students with IEPs in the least restrictive environment.
- Early childhood data is based on Early Childhood Outcomes (ECO); which is discussed and decided when a preschool student is determined eligible for Special Education. Families are able to give their valuable input at the initial ECO meeting. The team that does use the initial ECO is often times not the same team at the exit ECO. One area of focus is to ensure that both the initial and exit teams have a common understanding of the indicators that are used for analysis.

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



Inspire Learning. Unlock Potential. Empower Achievement.

Strategic Goal #2: Learning Environments – Performance Measures	
Student well-being data points (Gallup)	Facilities Plan (1-3 years)
Safety/security evaluation	Facilities Plan (10 year)
Architect evaluation tool	Technology evaluation/planning

### Next Steps/Strategy – Facilities Planning & Preventative Maintenance

- 1. Short-Term: Early Childhood/Preschool, Four Oaks/ATLAS, and use of current space and continued growth
- 2. Facilities Plan (1-3 years): establish a plan and form a boundary committee for current/future growth
- 3. Facilities Plan (10 years): establish a committee/funding structure for identified projects

#### **Construction Updates**

High School Renovation:

- 1. Exterior of building: (sheet metal, roofing, landscape and concrete) will be completed by 8/23.
- 2. Hallways: ceiling grid, lights, and flooring will be completed by 8/23.
- 3. Media Center: flooring, finishes, and furniture will be completed by 8/23.
- 4. South Entrance: flooring, railings, finishes, and furniture will be completed by 8/23. Work continues on ramps and punch lists.
- 5. North Addition: flooring (carpet and LVT), paint, ceiling grid, ceramic wall tile, and display case will be completed by 8/23.
- 6. Auditorium Restrooms: architectural finishes and painting will be completed by 8/23.
- 7. Special Needs Classroom: ceiling finishes, lights, flooring, and painting will be completed by 8/23.
- 8. Main Telecom: all work is complete.
- 9. Classrooms E158–E162: ceiling completed, lights installed, flooring complete; final punch list will be completed by 8/23.
- 10. Weight Room and Fitness Center: flooring, ceilings, lights, and finishes are complete. Punch list work and installation of return air ducts need to be completed.
- 11. Work on old weight room, south classrooms, restrooms, and lecture hall will begin the week of August 15<sup>th</sup>.

<u>Kitchen</u>: Work completed includes: flooring (kitchen and café), ceiling, dish machine, production equipment, lights, and finish work. Work to complete includes final punch list, cleaning, and start-up of all equipment. This project will be completed by August 19<sup>th</sup>.

<u>Oak Ridge Café Expansion</u>: Exterior work nears completion. Window frames and glass are installed. Interior work to be completed includes ceiling grid and tiles, floor tile, paint finishes, and punch list. This project will be completed by August 26<sup>th</sup>.

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



Inspire Learning. Unlock Potential. Empower Achievement.

#### Westfield Addition:

- 1. Utility rough-in work: (plumbing and electrical) is completed.
- 2. Masons are completing work on interior and exterior walls with completion targeted for September 2<sup>nd</sup>.
- 3. Boilers are installed and start-up work has begun.
- 4. Roof drain connections to the stormwater detention basin is complete.

#### Beginning of the Year Transportation Update

- 1. Finishing touches on bus routes with postcards going to parents over the next few days.
- 2. Reminders to secretaries on protocol for ensuring students get on the correct buses.
- 3. Four new propane buses have arrived and are ready for service.
- 4. State inspection on August 12th. The Transportation Department is preparing for the visit.
- 5. Driver in-service is scheduled for August 16th to review rules and regulations.

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



Inspire Learning. Unlock Potential. Empower Achievement.

Strategic Goal #3: Staff Development – Performance Measures		
Workers Compensation claim history	Teacher Quality course offerings/participation	
Teacher Leadership	Affirmative Action Plan	
rrent/future professional development Technology Survey (BrightBytes)		

#### Next Steps/Strategy – Staff Development

1. Create a 3-5 year professional development plan

2. Workforce strategies

<u>New Teacher Orientation</u>: Scheduled for August 15-16. During these two days we on-boarded 20 new staff members. Here are some of the items covered: district overview, Board policies/procedures, licensure, safety, the Volunteer Program, information on submitting stories to the Communications/Media Department, the Teacher Leader Program, Teaching & Learning, and the Olweus Program.

<u>Staff Kick-Off</u>: Scheduled for August 18th. Words will be shared by Teacher Leadership Program Coordinator Debra Barry and Board President Tim Isenberg. Dr. Shepherd will also speak and will introduce the social media theme for the 2016-17 school year.

<u>Teacher Professional Development Days</u>: August 18th is set for professional development/learning for teachers. Due to scheduling issues, the middle schools will hold their professional development/learning day on August 19. The following is a brief overview of events occurring on these two days:

- Elementary staff will work on prioritizing standards for their grade-level curriculum. This is a continuation of the work they began in June.
- Middle school staff will continue their work with the Marzano Research Organization which will focus on *Ensuring High-Quality Assessments & Instruction* with Dr. Tammy Heflebower as the facilitator.
- High School staff will participate in a presentation from Pete Hall, Author and Faculty Member with the Association for Supervision and Curriculum Development (ASCD), on the value of teacher reflection. Other sessions will include ALICE Trainings, technology trainings, PLC group work, and curriculum mapping.

<u>ALICE Training</u>: ALICE stands for Alert, Lockdown, Inform, Counter, and Evacuate. The district Crisis Committee is increasing the number of ALICE trainings this year. Each building will have one active training and one non-active training. Four members of the Crisis Committee are now ALICE trainers and they will be facilitating the non-active trainings while the Marion Police Department will facilitate the active trainings. The district will also be moving forward with student education and training on ALICE. Classroom lessons to educate students on ALICE will begin in January of 2017. Student drills will not take place until the spring or fall of 2017. Student drills are very different than staff drills as they are not active, but are discussions based on various scenarios and evacuation drills for each scenario. The drills are differentiated by age level to ensure a continued feeling of school safety. The district, along with the Marion Police Department, will also be providing informational sessions to parents this fall. A rollout plan for the ALICE trainings can be found <u>here</u>.

5 | Page

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



Inspire Learning. Unlock Potential. Empower Achievement.

### Strategic Goal #4: Community Engagement – Performance Measures

Volunteer data Communication survey data Dine Around sessions Coffee Conversations Lunchtime Learning sessions PTO visits School Board visits Parent Universities Strategic Planning Website Development Participation in community coalitions

#### Next Steps/Strategy – Community Engagement

- 1. Create a strategic plan
- 2. Enhance two-way communication with internal and external stakeholders
- 3. Updated website with emphasis on communication

#### **Strategic Planning:**

- Much work has been done at our board work sessions during the past several meetings and a lot still remains in front of the Board. At the August 15th work session we covered the following:
  - "Blended Learning", what it is and what it isn't.
  - "Five years from now, what will the district's key constituents consider the most important legacy of the current Board?"
- At the August 29th work session, the Board will revisit the ongoing conversation about the potential restructuring of the district from how it is currently organized into the following organization:
  - o Elementary: PreK-4th grades
  - Middle School: 5th-7th grades
  - Build an 8th-9th grades center
  - High School: 10th-12th grades

Board conversation to this point has been extremely good. Once the Board has a stronger feeling about the future direction regarding restructuring, additional meetings will be scheduled, such as community feedback forums and PTO meetings, to engage the community in further dialogue. Regardless of the outcome of the restructuring decision, we know there is a need for new facilities, so the community forums are an important next step.

- At the work session on September 12th, the Board will revisit the Blended Learning discussion and begin discussing one-to-one (1:1) technology initiatives.
- While all of this great work will happen at the Board level, the administration is working diligently on the technical aspects of the implementation plan for the Strategic Plan. The goal is to have the Strategic Plan completed this fall and the Board and administration look forward to sharing the final document with the community!

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



Administration Report - August 15, 2016

Inspire Learning. Unlock Potential. Empower Achievement.

**Applied STEM Center:** During the May 16th work session information was presented on the Iowa BIG, APEX, and CAPS programs. The directive from the Board at that time was to begin building a district program that advances the best qualities of these three programs and to convene an Advisory Board for the project. On July 26th several businesses convened to help advise administration as we build an execution plan for the Applied STEM Center; which is set to begin in the fall of 2017. <u>Click here</u> for a link to the agenda from the Advisory Board meeting:

#### Website Development:

- Although the deployment of the new website was delayed, due to an unforeseen turnover with the developer, progress continues. It is anticipated the website will be ready near the end of the calendar year.
- Progress is also being made on the new online board policy library. It is anticipated the site will be ready to go live this fall and will offer improvements on ease of use, navigation, and a search function.

Linn-Mar School Foundation: The Foundation will be hosting "Drive 4 UR School" in the High School south parking lot on Saturday, August 27th from 9:00 AM to 3:00 PM. Local community partner, Mark Zimmerman Ford, is sponsoring this national event for the Ford Motor Company. Zimmerman Ford will provide 12 new vehicles for test drives at the event. Each one-mile test drive (counted for each unique physical address) will result in a donation to the Linn-Mar School Foundation from Ford Motor Company. There is no cost to participate. Eligible drivers must be 18 years of age. The Foundation has a goal to attract 300 drivers to reach the maximum benchmark of \$6,000 that the Ford Motor Company will donate.

**Linn-Mar Booster Club:** The Booster Club will be hosting a back-to-school apparel sale in the ROAR Store located just inside the High School south entrance (#13) on Saturday, August 27th from 9:00-Noon during the LM Foundation's "Drive 4 UR School" event. Stop by to support the Booster Club and the ROAR Store!

**Buddy Bench Donation**: Indian Creek and Westfield have new Buddy Benches! The benches were a gift through the Linn-Mar Foundation from funds donated by families in memory of Joel Crawford, son of former Board Member Bob Crawford and his wife, Ruth. Bob and Ruth were so touched by the gift that they have generously donated additional funds to the Foundation so Buddy Benches can be installed at the remaining elementary buildings in Joel's name as well. A special thank you goes out to the Crawford family!



<u>Communication Notifications</u>: Txtwire Services will now be used for school communications sent via text. The Technology Department has updated the district website to include a direct link, found at the bottom of the home page, for people to access the system and sign up for district or building-specific notifications. Emergency notifications will also continue to be accessed via Facebook, Twitter, TV/radio stations, and the scrolling banner located at the top of the district's main page: www.linnmar.k12.ia.us.

**Review of Board Policies 603.3-R1 & 603.3-R2**: The Policy Committee reviewed these policies upon receipt of requests to change the deadline for submitting overnight fieldtrip requests from three weeks in advance to four weeks in advance. This change would allow for better timing for presentation to the Board meeting for the required approvals. First reading by the Board will be on August 15th followed by a second reading on August 29th for final approval.

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



### Administration Report - August 15, 2016

Inspire Learning. Unlock Potential. Empower Achievement.

<u>Strategic Goal #5: Resources – Performance Measures</u> Prepare/operate General Fund that maintains 7% solvency ratio and unspent balance ratio Prepare annual General Fund budget that includes a contingency reserve of 0.2% of budgeted expenditures

Develop a funding model and allocation of resources that supports strategic priorities Comprehensive Annual Financial Report (CAFR) Monthly financial reporting package

#### Next Steps/Strategy – Resources

- 1. Internal cost control (investments)
- 2. Plan for the future (resource investment)
- 3. Build deeper community partnerships

<u>GovDeals/Asset Disposals</u>: As mentioned in the June 20th Administration Report, the district has contracted with GovDeals to assist in selling assets that are no longer being used within the district. GovDeals is similar to other online auction venues, but specializes in government entities and products. Per Iowa Code and Board Policy 902.6, the district is required to publish any assets that are up for sale. Therefore, starting on August 15th, the Board Consent Agenda will include a new section that lists the assets being posted for sale on the GovDeals site. The site will then "go live" after the August 15th Board meeting. The district's Communications/Media Department is assisting in the launch of this new process.

**FY2016 Certified Annual Report (CAR)**: Iowa Code requires the district financial records to stay "open" 60 days past the fiscal year-end. The district's FY16 Certified Annual Report, Special Education Supplement, and Annual Transportation Report are due to the Department of Education by September 15th. At that time, the district will be able to release final, unaudited financial information for FY2016.

**Student Activities Fund Guidance:** In the spring the Iowa Department of Education released clarifying guidance relating to the Student Activity Fund. Central office administrators have been meeting with building level administration to help better understand this guidance and the impact on the district. During 2016-17, administration will evaluate internal practices to identify any non-compliance areas and communicate any necessary changes to appropriate internal and external stakeholders. Anticipated areas impacted include fundraising, camps/clinics, charges to students, Booster Club, and the overall uses of Activity Fund dollars. The district's goal is to be fully compliant by the beginning of the 2017-18 school year.

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



Administration Report - August 15, 2016

Inspire Learning. Unlock Potential. Empower Achievement.

## Achievements and Honors:

**Mr. Soccer 2016:** Congratulations to Jack Ramsey, recent Linn-Mar graduate, for being named "Mr. Soccer 2016" by the Iowa High School Soccer Coaches Association. *For the full press release visit: <u>www.iahssca.org</u>.* 





**Top Leadership Blog:** Congratulations to Debra Barry, Teacher Leadership Program Coordinator, Author, and Blogger, for being selected as one of the top 300 leadership blogs on the web by Feedspot - <a href="http://blog.feedspot.com/2016/03/31/leadership-blogs/">http://blog.feedspot.com/2016/03/31/leadership-blogs/</a>. Visit the following link to check out the LM Teacher Leadership blog: <a href="http://lmlionleaders.blogspot.com/">http://lmlionleaders.blogspot.com/</a>.

**Baseball/Softball:** Congratulations to the Boys' Baseball Team for finishing the regular season with a record of 18-20. Individual highlights: Manny Jeffery was selected for the Mississippi Valley Conference-Valley Division Baseball First Team and, along with Alex Rakers, received All Academic. Josh Gassman was nominated to the Valley Division Second Team and Ben Diestler and Kirby Kerr received honorable mentions. Congratulations also goes out to the Girls' Softball Team for ending their season with a record of 26-15. Individual highlights: Ariana Rolle was selected for the Valley Division First Team and Elison Olinger earned a Second Team honor. Christina Lincoln and Ally Johnson



earned honorable mentions, while Megan Willey and Michaela Kennedy received All Academic. Congratulations to all!

**Green Thumb:** Congratulations to the Compass Alternative High School students for their excellence in gardening. Their green thumbs paid off with a wonderful summer garden full of tomatoes, carrots, snap peas, beets, and watermelon. The produce is shared with

Compass students, families, and local food banks.

**Drum Roll Please:** A special thanks to the Linn-Mar Marching Lions Drumline for sharing their talents and time with the student readers that participated in the Linn Grove Elementary Readers on a Roll (ROAR) program. The students had fun trying out the drums! The Marching Lions (242 members) will perform at the





September 2nd home football game against Xavier!

**ESY Program Success:** The Extended School Year Program (ESYP) is offered to students who have special needs pertaining to their education. The five-week summer event was hosted at Novak Elementary four days a week and was a great success! Several middle school and high school students served as classroom aides. A special thank you goes out to all the volunteers who gave up some of their summer vacation to help make the program a success!



#### ADMINISTRATIVE REGULATIONS REGARDING EXCURSIONS AND TRIPS

Excursions and trips that relate to the educational development of the student are supported by the Board of Education.

**School sponsored excursions or trips** are those in which only Linn-Mar students participate and are sponsored by a certificated Linn-Mar employee. In contrast to fieldtrips, which must demonstrate a strong alignment to the curriculum, trips or excursions must have a relationship to either the academic, activity, or athletic programming of the district with a purpose of advancing the development of the student or providing an opportunity for application of the student's education. Requirements of school sponsored excursions or trips include:

- 1. Sponsorship by a certificated district employee;
- 2. Provision of proper supervision by a qualified person for certain activities such as rock climbing, ropes courses, beach swimming, surfing, etc.;
- **3**. Adherence to the district Code of Conduct and completion of appropriate documentation by parents and students;
- 4. Completion of a written request to the building principal at least three four weeks in advance of the trip including the following:

-The rationale for the trip;

- -Purpose and objectives of the excursion or trip;
- -Justification for an overnight excursion or trip, if applicable;
- -Detailed plans for student supervision;

-Complete itinerary;

-Resource manual with emergency contacts for participants, situational protocols including administrative contacts; and procedures for first aid, health, and emergency contacts at the location;

-Costs, budget, and sources of funding; and a

- -List of the participants and copies of required participation paperwork.
- 5. Approval by the principal and submission of the approved application and materials to the superintendent, or designee, no later than three four weeks prior to the start of the trip or excursion for the following action:

-High School: approval required by the superintendent, or designee, for overnight excursions or trips.

- -Middle school and elementary school: approval by the Board of Education for overnight excursions or trips.
- **6.** Within three (3) weeks of completion of the trip, the teacher sponsor shall submit a written summary of the event to the principal.

Note: Students who have graduated prior to commencement of the trip are not eligible to participate unless they are a member of a state sanctioned team or group and governed by the district's Code of Conduct.

**Non-school sponsored trips** including those involving groups with Linn-Mar students or groups with Linn-Mar students and other students will abide by the requirements of the excursion or trip sponsors and sponsoring organization or business. Parents of the students, the students, and the sponsoring organization are responsible for everything related to the excursion and trip as well as the excursion or trip. If the sponsors or sponsoring organization or business meets with students on campus, the sponsor or sponsoring organization must reserve the meeting space and pay rent for the use of district facilities related to the excursion or trip meetings, arrangements or anything else related to the trip. District resources may not be used for any aspect of a non-school sponsored excursion or trip; this includes bulletin boards, district e-mail, distribution of information in any format, informal meetings, etc.

Adopted <u>1/11/10</u> Reviewed <u>7/11; 9/12; 2/15</u> Revised <u>9/13; 8/16</u>



#### ADMINISTRATIVE REGULATIONS REGARDING FIELD TRIPS AND EXCURSIONS – <u>REQUEST FORM</u>

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

- Overnight trips involving high school students will require the prior approval of a high school administrator and the superintendent or designee.
- Overnight trips for the middle and elementary school students will require the prior approval of the Board of Directors.

In authorizing fieldtrips, the principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity and other factors deemed relevant by the superintendent, including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored fieldtrips unless the event is sanctioned by the state athletic associations.

Submitted by:

#### Fieldtrip Criteria:

The following checklist *must be* submitted for overnight trips along with the required documentation:

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

#### **Fieldtrip Group:**

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

Adopted 2/1/99 Reviewed 9/08; 7/11; 9/12; 9/13; 2/15 Revised 10/08; 1/10; 8/16

## The Linn-Mar Complaint Managers Include:

Tina March, Bowman Woods Principal 447-3241 tmarch@linnmar.k12.ia.us Val Lawrence, Bowman Woods Facilitator 447-3208 vlawrence@linnmar.k12.ja.us Dan Ludwig, Echo Hill Principal 730-3562 dludwig@linnmar.k12.ia.us Teresa Garcia, Echo Hill Facilitator 730-3563 tgarcia@linnmar.k12.ia.us Marilee McConnell, Indian Creek Principal 447-3271 mmcconnell@linnmar.k12.ia.us Maurice Frazier, Indian Creek Facilitator 447-3312 mfrazier@linnmar.k12.ia.us Chad Buchholz, Linn Grove Principal 730-3502 cbuchholz@linnmar.k12.ia.us Brianna Baranowski, Linn Grove Facilitator 730-3503 bbaranowski@linnmar.k12.ia.us Carol O'Donnell, Novak Principal 447-3301 codonnell@linnmar.k12.ia.us Ryan Phillips, Novak Facilitator 447-3325 rphillips@linnmar.k12.ia.us Ed Rogers, Westfield Principal 447-3351 erogers@linnmar.k12.ia.us Lynette Stickney, Westfield Facilitator 447-3360 Istickney@linnmar.k12.ia.us Pam Schulz, Wilkins Principal 447-3381 pschulz@linnmar.k12.ia.us Lisa Silver, Wilkins Facilitator 447-3235 Isilver@linnmar.k12.ia.us Quintin Shepherd, Superintendent 447-3001 qshepherd@linnmar.k12.ia.us Brian Cruise, Transportation Director 447-3030 bcruise@linnmar.k12.ia.us Susan Knight, Nutrition Services Manager 447-3302 sknight@linnmar.k12.ia.us Stacia Walker, Elementary Student Assistance Specialist 447-3337 swalker@linnmar.k12.ia.us

# Questions regarding alternative complaint procedures and/or appeals contact:

Linn-Mar Equity Coordinator/Investigator, LRC Shannon Bisgard 319-447-3028 Karla Christian 319-447-3036 Leisa Breitfelder 319-447-3003

The Linn-Mar Community School District provides equal educational and employment opportunities and will not illegally discriminate on the basis of real or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or family status. LMCSD shall take affirmative action in recruitment, appointment, assignment, and advancement of women and men, minorities and disabled. Inquiries regarding compliance with equal education or employment opportunities and/or affirmative action shall be directed to the Equity Coordinator, Linn-Mar Community School District, 2999 North 10<sup>th</sup> Street, Marion, Iowa 52302. Inquires may also be directed, in writing, to the Iowa Civil Rights Commission in Des, Moines, the Director of Region VII Office of the United States Equal Employment Opportunities Commission, or the Director of the Region VII Office of Civil Rights, United States Department of Education in Chicago, Illinois.



# BULLYING AND HARASSMENT

Student Rights and Responsibilities (PK-5<sup>th</sup> grade Students)

Linn-Mar Community School District Marion, Iowa The Linn-Mar Community School District is fully committed to providing a welcoming and safe environment. To ensure all students are able to achieve their highest learning potential, the district has expectations for student behavior. As part of these efforts, the Olweus Bullying Prevention Program has been implemented in all elementary buildings.

The Linn-Mar Board of Directors has stated in Board Policies 403.13, 403.14, 502.14, and 502.14-R that harassment based on such characteristics as age, race, color, sex, religion, or disability will not be tolerated.

# What is Bullying?

Bullying is when someone repeatedly and on purpose says or does mean or hurtful things to another person who has a hard time defending himself or herself.

# Why address bullying in schools?

- 1. For students and their futures
- 2. For a healthy school climate
- 3. For the larger community
- 4. For the purpose of risk management for schools
- 5. It is the law

# School Rules Against Bullying:

- 1. We will not bully others
- 2. We will try to help students who are bullied.
- 3. We will include students who are easily left out.
- 4. When we know somebody is being bullied, we will tell an adult at school and an adult at home.

# Behaviors that will not be tolerated are:

- Teasing
- Name calling
- Insults
- Unkind Comments
- Physical threats/fighting
- Comments about someone's body
- Staring that makes someone uncomfortable
- Pulling hair or clothes
- Taking or damaging another's belongings
- "Dirty" jokes, notes, or pictures
- Gestures with the hands or body
- Trying to kiss, hug, or touch someone who doesn't want to be kissed, hugged, or touched
- Exclusion
- Rumors
- Inappropriate texts, e-mails, and IMs
- Writing mean or hurtful posts online

# Taking part in any of the behaviors listed above will result in:

- Verbal warning/appropriate consequences
- Written warning/appropriate consequences
- Student/parent conference
- Suspension

\*\*Some behaviors are more severe than others, therefore complaint managers reserve the right to assign a consequence that will best fit the behavior\*\*

Who the witnesses were, if any What you said or did in response to the harassment How your harasser responded to you How you felt about the harassment (Note: include a copy of your original communication to your harasser, if it was done in writing.)

• If the behavior is repeated again, see a complaint manager, if you did not do that initially. Keep documenting the harassment.

#### **Complaint Managers**

All administrators, supervisors, directors, and managers in the Linn-Mar Community School District can serve as complaint managers. These include the following:

#### **Formal Complaint Procedure**

Equity Complaint procedures and Equity Complaint forms are available in each district building. Questions about procedures, forms, appeals, or alternative complaint procedures should be directed to:

Linn-Mar Equity Coordinator/Investigator, Linn-Mar LRC Shannon Bisgard: 319-447-3028 Karla Christian: 319-447-3036 Leisa Breitfelder: 319-447-3003

Iowa Civil Rights Commission, Des Moines, IA, 515-281-4121 US Office of Civil Rights, Chicago, IL, 312-886-2359

#### Confidentiality

Confidentiality shall be maintained in so far as possible during the investigation of a complaint and regarding any subsequent disciplinary action.

#### **Reprisal and Retaliation**

Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment. Anyone, student or staff, who retaliates against an individual reporting alleged harassment may be subject to discipline. Anyone who retaliates against an individual who testifies, assists, or participates in an investigation, proceeding, or hearing related to a complaint of harassment may be subject to discipline. Submission of a complaint or report shall not affect a student's grades, etc.

#### Services Available to Students

Students who feel the need to talk with a trusted adult following experiences with harassment may find the following services helpful: guidance counselors, nurses, and prevention/intervention specialists.

The Linn-Mar Community School District provides equal educational and employment opportunities and will not illegally discriminate on the basis of real or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or family status. LMCSD shall take affirmative action in recruitment, appointment, assignment, and advancement of women and men, minorities and disabled. Inquiries regarding compliance with equal education or employment opportunities and/or affirmative action shall be directed to the Equity Coordinator, Linn-Mar Community Schools District, 2999 North 10th Street, Marion, IA 52302. Inquiries may also be directed, in writing, to the Iowa Civil Rights Commission in Des Moines, the Director of the Region VII Office of the United States Equal Employment Opportunities Commission, or the Director of the Region VII Office of Civil Rights, United States Department of Education in Chicago, IL.

# Harassment

# **Student Rights** And Responsibilities

(6<sup>th</sup> – 12<sup>th</sup> grade students)

# Linn-Mar Community **School District**

# Marion, IA

(2016 - 2017)

#### The purpose of this brochure is to:

- Provide you with information on Linn-Mar's policy and procedures regarding harassment
- Provide you with examples of behaviors which may constitute harassment
- Provide you with information about what to do if you are a victim of harassment
- Provide you with information about consequences for harassment or failure to report harassing behaviors.\*

\*Documentation will exist that students and staff have received this information.

#### **Board Policy**

The Linn-Mar Board of Education policy states that all members of the Linn-Mar School District are expected to conduct themselves so as to provide an atmosphere free from harassment. Any person proven to be in violation of this policy, while acting as a member of the school community, will be subject to discipline or discharge. (See Board Policies 403.14 and 502.14)

#### Why a Policy?

Harassment is illegal under federal law, the Code of Iowa, and the Linn-Mar Board policy. District staff are obligated to maintain a working and learning environment that is free of harassment. In addition, Board policy provides that student conduct shall be governed by the educational purpose underlying all school activities, for the widely shared use of student property, and for the rights and welfare of other pupils. (See Board Policy 502.1)

#### What is Sexual Harassment?

Federal guidelines describe sexual harassment as: **Unwelcome** sexual advances; requests for sexual favors; or verbal or physical conduct of a sexual nature where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development; or,
- Submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or,
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or

creating an intimidating, hostile, or offensive working or educational environment.

## Behaviors that $\underline{may}$ constitute Sexual Harassment

- Direct propositions of a sexual nature
- Subtle pressure for sexual activity, an element of which may be repeated staring or leering
- A pattern of sexually explicit statements, questions, jokes or anecdotes
- Unnecessary touching, patting, hugging, or brushing against a person's body
- Gestures with the hands or body such as flashing or mooning
- Remarks of a sexual nature about a person's clothing or body, about sexual activity, or about previous sexual experience
- A display of graphic sexual material where others are not free to avoid it
- Display or transmission of sexually suggestive electronic content such as sexting or social media posts
- Sexual cartoons, pictures, messages, texts, notes, tweets
- Terms of address such as ho, gay, retard, lesbo, fag
- Physical assault

#### Other Forms of Harassment

In addition to sexual harassment, Linn-Mar students and staff are also protected from harassing behaviors based on real or perceived age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or family status. Harassing acts may be treated as just cause for discipline or discharge. (See Board Policy 403.13)

#### **Consequences for the Student Harasser\***

Consequences for the student harasser include, but are not limited to:

- Verbal warning/reprimand
- Written warning/reprimand (entered in student's discipline file)
- Internal or external suspension
- Expulsion

Referral to law enforcement agencies for appropriate action

\*Some harassing behaviors are more severe than others, and they may merit a more severe and immediate consequence.

#### Responding to a Complaint

Any person who believes that he/she has been a victim of harassment by a student or employee of Linn-Mar shall report the conduct immediately to a complaint manager, unless the informal resolution process is being used.

# Failure to report an unwelcome behavior <u>does not</u> mean the behavior was welcome.

If the report is made verbally, the complaint manager shall document it in writing within 24 hours.

An investigation shall begin immediately, <u>unless the informal</u> <u>resolution process is in place</u>. The investigation may consist of personal interviews with the alleged victim(s), the alleged harasser(s), and others who may have knowledge of the incidents or circumstances that led to the complaint. The investigation may also consist of other methods and documents specified by the investigator. Within ten working/instructional days, the complaint manager shall provide a written report to the alleged victim or parent/guardian, the alleged harasser or parent/guardian, and the Superintendent. (See Board Policy 502.14)

### Informal Resolution of a Complaint

- Communicate to the harasser <u>what you are feeling</u> and that <u>you expect the behavior to stop</u>. You may do this verbally or in writing. If you do it in writing, make two copies. Ask a parent/guardian or other trusted adult to be your witness when you give one copy to the harasser.
- If the behavior is repeated, go to a person in authority. Give the person in authority written documentation of what happened. Keep a copy for yourself. The written documentation should include the following

What happened When it happened Where it happened Who did the harassing





# Inspire Learning. Unlock Potential. Empower Achievement.

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

#### Linn-Mar Community School District Board of Education Work Session Minutes July 11, 2016

### **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 by Board President Tim Isenberg. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Patterson, Hutcheson, AbouAssaly, Gadelha, Weaver, and Nelson. Administration present: Shepherd.

### 200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 001-07-11

Motion by Patterson for the Board to approve the agenda as presented; second by Hutcheson. Voice vote; motion approved.

#### **300: CLOSED SESSION**

#### 301: Motion to Move to Closed Session Motion 002-07-11

Motion by Patterson for the Board to hold a closed session as provided in Section 21.5(I)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose performance is being considered to prevent needless and irreparable injury to that individual's reputation; second by AbouAssaly. Roll call vote resulted in all ayes; motion unanimously approved. *The Board entered into closed session at 5:01 PM at which time Superintendent Shepherd left the meeting. Superintendent Shepherd returned to the meeting at 6:04 PM per an invitation from the Board.* 

### 400: OPEN SESSION

#### 401: Motion to Return to Open Session Motion 003-07-11

Motion by Hutcheson for the Board to return to open session at 6:47 PM; second by Gadelha. Roll call vote which resulted in all ayes; motion unanimously approved.

### 500: ADJOURNMENT

### 501: Adjournment Motion 004-07-11

Motion by Hutcheson for the Board to adjourn the work session at 6:47 PM; second by Patterson. Voice vote; motion approved.

Tim Isenberg, Board President

Minutes respectfully submitted by Gayla Burgess, Admin Asst to the Superintendent



# Inspire Learning. Unlock Potential. Empower Achievement.

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

#### Linn-Mar Community School District Board Meeting Regular Session Minutes July 11, 2016

#### **100: CALL TO ORDER AND DETERMINATION OF A QUORUM**

The Linn-Mar Community School District Board of Education regular session was called to order at 7:00 PM in the boardroom of the Learning Resource Center by Board President Tim Isenberg. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Patterson, Hutcheson, AbouAssaly, Gadelha, Weaver, and Nelson. Administration present: Shepherd.

#### 200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 005-07-11

Motion by Patterson for the Board to approve the agenda with the addition of the walk-in exhibit pertaining to the High School Change Order; second by Hutcheson. Voice vote; motion approved.

#### **300: RECOGNITIONS/PROCLAMATIONS/PRESENTATIONS**

#### 300: LMTV Presentation

LMTV students Luke Poellet, Dawn Ramirez, Liberty Moore, Erica Peck, Nolan Jessen, and Alexander Pfaff shared information on the LMTV program. The Board enjoyed getting to see a video of the past year's highlights including bloopers! The students also explained they would like to expand LMTV and reach a broader audience by requesting the District to allow them access to Instagram. The Board gave the students kudos for their dedication, hard work, and ethics in reporting Linn-Mar news. Board President Tim Isenberg presented the students with a certificate of recognition.

#### **400: AUDIENCE COMMUNICATIONS**

#### 500: RESOLUTIONS/OPENING OF BIDS/PUBLIC HEARINGS

#### **600: INFORMATIONAL REPORTS**

#### 601: Policy Committee

Nelson and Gadelha reported on the June 21st Policy Committee meeting. The Policy Committee is currently reviewing a facility use manual which includes all related policies and fees regarding use of District facilities. The committee has instituted a three-year policy review schedule and is currently putting together an evaluation process that will gather feedback on the effectiveness of the committee and current policies. To raise awareness of policy reviews/revisions, information will be included in the Board meeting highlights shared via email with staff and via the District website; as well as with administrators during leadership meetings.

#### 602: Marion City Council

Patterson reported that during the June 23<sup>rd</sup> Marion City Council meeting the only item discussed that pertained to the District was the voting down of a motion to approve the installation of a mini-roundabout at the intersection of Indian Creek Road and 29<sup>th</sup> Avenue. The motion will be revisited in a year. Gadelha reported that the July 7<sup>th</sup> Marion City Council meeting did not include any discussion that pertained directly to the District.

#### 603: Administration Report

Exhibit 603.1

Superintendent Quintin Shepherd reviewed highlights of the Administration Report that included updates on current construction projects, which highlighted that all projects are currently on or ahead of schedule. A question was raised pertaining to the *possibility* of a boundary realignment due to the Westfield Elementary addition. Superintendent Shepherd shared that discussion of a possible boundary realignment would not occur until after the Board has given additional consideration to the potential restructuring of the District. Question was also raised about the *possibility* of additional student parking on the old softball fields. Superintendent Shepherd clarified that the area needs to have at least a year to settle before compacting could occur and crushed gravel could be laid.

#### 700: UNFINISHED BUSINESS

#### 800: NEW BUSINESS

#### 801: Open Enrollment Requests Motion 006-07-11

Motion by Patterson for the Board to approve the following open enrollment requests as presented; second by Nelson. Patterson requested clarification on why an open enrollment that was previously denied was now being approved *(Clarification: due to change in programming)*. Voice vote; motion approved.

#### Approved In

Name	Grade	Resident District	Reason
Osten, Zhander	4 <sup>th</sup>	Cedar Rapids	Good Cause
Robertson, Star	3 <sup>rd</sup>	Cedar Rapids	Good Cause

### 900: CONSENT AGENDA

901: Personnel

#### Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Brown, Katie	WE: .4 Title I Reading Teacher	8/15/16	MA +15 Step 7
Naaktgeboren, Tina	WE: Kindergarten Teacher	8/15/16	BA Step 10
Neverman, Betsy	LG: 3 <sup>rd</sup> Gr Teacher	8/15/16	BA Step 8
O'Brien, Lynn	District Nurse: From .5 to 1.0 FTE	8/6/16	Same
Rykhoek, Molly	WE: Kindergarten Teacher	8/15/16	BA Step 6
Walters, Janessa	HS: Student Assistance Counselor	8/15/16	\$45,000/year

#### Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Lorenzen, Jennie	Teacher Leader: Mentor Coach	6/30/16	Other Employment
Stockmaster, Sheri	District: .5 Nurse	8/1/16	Personal

#### Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Coady, Marsha	NS: From 5.5 to 6 hours/day	8/18/16	Same
Entas, Jami	From AC Maintenance to EX Custodian	6/27/16	C, Step 16

Name	Assignment	Dept Action	Salary Placement
Heneisen, Chrystal	NS: From 7.5 to 8 hours/day	8/18/16	Same
Holtan, Christine	OR: General Ed Assistant	8/18/16	II, Step 10
Lovera, Frank	HS: Student Support Associate	8/18/16	II, Step 10
Markle, Debra	EH: Interpreter	8/18/16	\$22.00/hour
McCloy, Jenny	EH: Part-time Student Support Associate	8/18/16	II, Step 11
Moser, Jessica	NS: From 4.25 to 5 hours/day	8/18/16	Same
Reinier, Jennifer	NS: From 4.25 to 6.5 hours/day	8/18/16	Same
Sanders, Jeanette	NS: From 3.25 to 3.5 hours/day	8/18/16	Same
Stancel, Gitana	NS: From 5 to 5.75 hours/day	8/18/16	Same
Stern, Krista	From AC Maintenance to HS Custodian	7/1/16	C, Step 16
Streit, Peggy	EH: Part-time General Ed Assistant	8/18/16	I ,Step 10
Vogel, Caleb	NS: Assistant Driver	8/18/16	C(b), Step 1
Wagner, Tammy	NS: From 7.25 to 7.5 hours/day	8/18/16	Same
Yeater, Joan	NS: from 3.25 to 3.5 hours/day	8/18/16	Same

#### Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Bielefeld, Wendy	AC: Aquatic Instructor	7/5/16	Retirement
Culver, Katie	AC: Aquatic Instructor	6/29/16	Personal
Evans, Ryan	AC: Aquatic Instructor	6/29/16	Personal
Koppen, Peter	O&M: Skilled Maintenance	6/16/16	Other Employment
Sharp, James	NS: Assistant Driver	6/20/16	Personal
Stolba, Daniel	WF: Custodian	8/5/16	Retirement
Wingerson, Kelly	AC: Aquatic Instructor	6/29/16	Personal

#### Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Mahmens, Mitch	HS: Head 9 <sup>th</sup> Gr Football Coach	6/20/16	\$4,261
Martens, Ben	HS: Head 9 <sup>th</sup> Gr Football Coach	8/8/16	\$4,261

#### Extra-Curricular: Resignation

Name	Assignment	Dept Action	Salary Placement
Bleadorn, Jason	HS: Assistant Boys Varsity Swim Coach	7/6/16	Personal
Carfagna, Anthony	HS: Assistant 10 <sup>th</sup> Gr Football Coach	7/6/16	Personal

#### 902: Approval of Minutes from June 20th

#### 903: Approval of Bills

#### 904: Approval of Contracts

Exhibit 904.1-3

Exhibit 903.1-2

Exhibit 902.1

- 1. Interagency agreement with Family Systems, a division of Systems Unlimited, to offer students and families greater access to mental health counseling and skill-building services for the 2016-17 school year.
- 2. Interagency agreements for Special Education programming with Cedar Rapids CSD (2) and College CSD (1).
- 3. Resource agreement with Grant Wood Perkins Consortium for access to their physical and intellectual property including: professional development days, regional advisory council meetings, model program of study components, and equipment distributed through Grant Wood Area Education Association media checkout for the 2016-17 school for a participation cost of \$1,750.00.

#### 905: Board Information

906: Items Removed from the Consent Agenda for Separate Action

#### 907: Approval of the Consent Agenda Motion 007-07-11

Motion by Hutcheson for the Board to approve the consent agenda as presented with the addition of the walk-in exhibit pertaining to the High School Change Order; second by AbouAssaly. Gadelha asked for clarification on exhibit 904.1 and whether the contract with Family Systems was a renewal or a new assistance program; it was clarified that the contract is a renewal for the 2016-17 school year. Voice vote; motion approved.

#### **1000: COMMUNICATIONS, ANNOUNCEMENTS, AND TRANSMITTALS**

#### 1001: Communications

Gadelha, Nelson, and Weaver shared their thoughts on reaching out via various avenues for additional input on the potential restructuring of the District prior to the Board making a final decision. Superintendent Shepherd reassured the Board that he is working closely with administration to develop a communication plan that will help increase the understanding of the potential restructuring of the District, the current discussion/strategic planning process, and to gather additional feedback through various avenues. Shepherd encouraged Board members to continue to share the discussion with all Linn-Mar stakeholders and invite folks to attend Board meetings to hear the Board's discussions first-hand.

Date	Time	Event	Location
July 21 <sup>st</sup>	7:30 AM	Finance Committee	Superintendent's Conference Room
July 21 <sup>st</sup>	5:30 PM	Marion City Council (Weaver)	City Hall
Date	Time	Event	Location
August 4 <sup>th</sup>	5:30 PM	Marion City Council (Nelson)	City Hall
August 15 <sup>th</sup>	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
August 18 <sup>th</sup>	7:30 AM	2016-17 Welcome Back/Kickoff	HS Auditorium
August 18 <sup>th</sup>	5:30 PM	Marion City Council (AbouAssaly)	City Hall
August 19 <sup>th</sup>	9:00 AM	Policy Committee	Superintendent's Conference Room
August 23 <sup>rd</sup>	Full Day	First Day of School	Districtwide
August 25 <sup>th</sup>	7:30 AM	Finance Committee	Superintendent's Conference Room
August 29 <sup>th</sup>	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
Date	Time	Event	Location
September 8 <sup>th</sup>	5:30 PM	Marion City Council	City Hall
		Marion City Council Coffee Conversation	City Hall Bowman Woods Elementary
September 8 <sup>th</sup>	5:30 PM		
September 8 <sup>th</sup> September 10 <sup>th</sup> September 12 <sup>th</sup>	5:30 PM 8:30 AM	Coffee Conversation	Bowman Woods Elementary
September 8 <sup>th</sup> September 10 <sup>th</sup>	5:30 PM 8:30 AM 5:00 PM	Coffee Conversation Board Work Session	Bowman Woods Elementary Boardroom Superintendent's Conference Room
September 8 <sup>th</sup> September 10 <sup>th</sup> September 12 <sup>th</sup>	5:30 PM 8:30 AM 5:00 PM 7:00 PM	Coffee Conversation Board Work Session Board Regular Session	Bowman Woods Elementary Boardroom
September 8 <sup>th</sup> September 10 <sup>th</sup> September 12 <sup>th</sup> September 15 <sup>th</sup>	5:30 PM 8:30 AM 5:00 PM 7:00 PM 7:30 AM	Coffee Conversation Board Work Session Board Regular Session Finance Committee	Bowman Woods Elementary Boardroom Superintendent's Conference Room
September 8 <sup>th</sup> September 10 <sup>th</sup> September 12 <sup>th</sup> September 15 <sup>th</sup> September 16 <sup>th</sup>	5:30 PM 8:30 AM 5:00 PM 7:00 PM 7:30 AM 7:00 AM	Coffee Conversation Board Work Session Board Regular Session Finance Committee Board Visit	Bowman Woods Elementary         Boardroom         Superintendent's Conference Room         Indian Creek Elementary
September 8 <sup>th</sup> September 10 <sup>th</sup> September 12 <sup>th</sup> September 15 <sup>th</sup> September 16 <sup>th</sup> September 20 <sup>th</sup>	5:30 PM 8:30 AM 5:00 PM 7:00 PM 7:30 AM 7:00 AM 5:30 PM	Coffee Conversation Board Work Session Board Regular Session Finance Committee Board Visit Technology Committee	Bowman Woods Elementary         Boardroom         Superintendent's Conference Room         Indian Creek Elementary         Boardroom
September 8 <sup>th</sup> September 10 <sup>th</sup> September 12 <sup>th</sup> September 15 <sup>th</sup> September 16 <sup>th</sup> September 20 <sup>th</sup> September 21 <sup>st</sup>	5:30 PM 8:30 AM 5:00 PM 7:00 PM 7:30 AM 7:00 AM 5:30 PM 4:30 PM 5:30 PM 5:30 PM	Coffee Conversation Board Work Session Board Regular Session Finance Committee Board Visit Technology Committee Special Education Advisory	Bowman Woods Elementary         Boardroom         Superintendent's Conference Room         Indian Creek Elementary         Boardroom         Boardroom         Boardroom
September 8 <sup>th</sup> September 10 <sup>th</sup> September 12 <sup>th</sup> September 15 <sup>th</sup> September 16 <sup>th</sup> September 20 <sup>th</sup> September 21 <sup>st</sup> September 22 <sup>nd</sup>	5:30 PM 8:30 AM 5:00 PM 7:00 PM 7:30 AM 7:00 AM 5:30 PM 4:30 PM 5:30 PM	Coffee ConversationBoard Work SessionBoard Regular SessionFinance CommitteeBoard VisitTechnology CommitteeSpecial Education AdvisoryMarion City Council	Bowman Woods Elementary         Boardroom         Superintendent's Conference Room         Indian Creek Elementary         Boardroom         Boardroom         City Hall

#### 1002: Calendar

1003: Committees/Advisories

Committees/Advisories	Board/Administrative Participants
Finance Committee	Anderson, Shepherd, Morrison, Abouassaly, Hutcheson, Weaver
Policy Committee	Shepherd, Morrison, Gadelha, Nelson, Patterson
Technology Committee	Ramos, Isenberg
Career & Technical Education	Bisgard, Nelson
Equity Advisory	Bisgard, Christian, Ramos, Patterson
School Improvement Advisory	Bisgard, Gadelha
Health & Human Development	Breitfelder, AbouAssaly
Special Education Advisory	Breitfelder, Nelson

### 1100: ADJOURNMENT Motion 008-07-11

Motion by Patterson for the Board to adjourn the regular session at 7:43 PM; second by Nelson. Voice vote; motion approved.

Tim Isenberg, Board President

Minutes respectfully submitted by Gayla Burgess, Admin Asst to the Superintendent

IA - Warrants Paid Listing		Date Range:	<u>Criteria</u> 07/08/2016 - 08/11/201
Fiscal Year: 2015-2016		Date Kange.	0//00/2010 - 00/11/201
Vendor Name	Description		Check Total
Fund: GENERAL	The second second second		
A-1 DISPOSAL SERVICE, INC	GARBAGE COLLECTION		\$329.16
ADAMS BRANDON AND BETH	TRANSP PARENT REIMB		\$444.35
ADVENTURELAND	INSTRUCTIONAL SUPPLIES		\$2,332.00
AFRIDI PALWASHA K.	TRANSP PARENT REIMB		\$837.79
AHLERS AND COONEY, P.C.	LEGAL SERVICES		\$5,985.15
ALESSIO ELLEN	TRANSP PARENT REIMB		\$837.80
ALLIANT ENERGY	ELECTRICITY		\$60,575.33
ALLIED GLASS PRODUCTS INC	OTHER PROFESSIONAL		\$75.00
ANDERSON MICHELLE	TRANSP PARENT REIMB		\$444.35
BAHL KRISTY	TRANSP PARENT REIMB		\$444.35
BARTHELME, LISA	TRANSP PARENT REIMB		\$837.59
BAUER, JOHN & ERIN	TRANSP PARENT REIMB		\$444.35
BINDER MARY	TRANSP PARENT REIMB		\$444.35
BIOCHE GILLES	TRANSP PARENT REIMB		\$444.35
BLACHLEY HEIDI/DOUG RECKER	TRANSP PARENT REIMB		\$444.35
BLACKFORD JEFF OR ROBIN	TRANSP PARENT REIMB		\$444.35
BORCHERDING, JAMIE	TRANSP PARENT REIMB		\$837.79
BP	GASOLINE		\$309.71
BREHM VANESSA	TRANSP PARENT REIMB		\$1,231.24
BREITBACH JILL OR DICK	TRANSP PARENT REIMB		\$444.35
BROWN LORI	TRANSP PARENT REIMB		\$837.80
BROWN STEVEN OR ANNE	TRANSP PARENT REIMB		\$222.57
BRUNO CATHERINE	TRANSP PARENT REIMB		\$444.35
	TRANSP PARENT REIMB		\$837.79
	TRANSP PARENT REIMB		\$444.35
	TRANSP PARENT REIMB		\$616.02
	TRANSP PARENT REIMB		\$419.30
BURKAMPER DAVID OR DOREA	TRANSP PARENT REIMB		\$419.29
BURKE PAUL	TRANSP PARENT REIMB		\$837.59
BURKE, JOHN	TRANSP PARENT REIMB		\$444.35
BURR LORI	PHYSICALS		\$145.00
C.J. COOPER & ASSOCIATES	TRANSP PARENT REIMB		\$444.35
CAIRNEY STEVE	TRANSP PARENT REIMB		\$444.35
CALLAHAN MARY	COMP/TECH HARDWARE		\$221.90
CDW - GOVERNMENT	PROF SERV: EDUCATION		\$1,878.35
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE		\$155,401.82
CEDAR RAPIDS COMM SCH DIST			\$1,098.41
CEDAR RAPIDS WATER DEPT	WATER/SEWER		\$444.35
CHICCHELLY MARY OR TONY	TRANSP PARENT REIMB		\$419.29
CHRISTENSEN DAVID	TRANSP PARENT REIMB		\$890.80
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES		\$758.83
CITY LAUNDERING COMPANY			\$50.00
CITY TREASURER'S OFFICE	DUES AND FEES		\$38,115.00
COLLEGE COMMUNITY SCHOOLS COLLINS PATRICK OR ELAINE	TUITION IN STATE TRANSP PARENT REIMB		\$38,115.00

## Exhibit 903.1

#### **IA - Warrants Paid Listing**

HAAN STACY

HARE JILLIAN

HELMLE TROY

HENTGES TAMI

**HERTING BRIAN** 

HEWITT MONICA

HANDS UP COMMUNICATIONS

HAVERTAPE MARK OR JODIE

HEARTLAND HOME CARE, INC

HIGGINS JEREMY OR BROOKE

HAWKEYE COMMUNICATION/FANDEL ALARM

#### 07/08/2016 - 08/11/2016 Date Range: Fiscal Year: 2015-2016 Vendor Name Description Check Total \$837.79 COSTACHE CHRISTIAN TRANSP PARENT REIMB \$759.00 CROELL REDI-MIX INC MAINTENANCE SUPPLIES DALLUGE-WALKER BETH TRANSP PARENT REIMB \$222.57 **GENERAL SUPPLIES** \$1.668.35 DATA MANAGEMENT, INC TRANSP PARENT REIMB \$837.80 DELANEY MIKE OR KAREN \$444.35 TRANSP PARENT REIMB **DENGE VIVIAN** \$222.57 DOLL WILLIAM TRANSP PARENT REIMB DOYLE MIKE AND SARAH TRANSP PARENT REIMB \$837.79 \$222.57 **DREW JILL** TRANSP PARENT REIMB DREY PHIL AND AMANDA TRANSP PARENT REIMB \$837.79 DUBUQUE COMMUNITY SCHOOLS TUITION IN STATE \$8,509.65 \$2,839.40 DUCHESS CLEANERS INSTRUCTIONAL SUPPLIES **DUGGAN SHANNA** TRANSP PARENT REIMB \$444.35 \$393.45 EID BASSEL TRANSP PARENT REIMB \$837.79 **EILERS RACHEL** TRANSP PARENT REIMB \$444.35 **ELHARD KATHARINE** TRANSP PARENT REIMB **ENTERPRISE** RENTALS EQUIPMENT \$1,300.05 EVERSON, TIFFANY TRANSP PARENT REIMB \$222.57 FANCHER, JACOB TRANSP PARENT REIMB \$222.57 INSTRUCTIONAL SUPPLIES \$23.94 FAREWAY STORES TRANSP PARENT REIMB \$444.35 FAY JULIE FELSER MICHELLE TRANSP PARENT REIMB \$837.79 \$444.35 FENSKE LINDA TRANSP PARENT REIMB FIELDS-JAKEL CHRISTINE TRANSP PARENT REIMB \$616.02 FITZGERALD KYLE TRANSP PARENT REIMB \$444.35 FORD KIRK OR SHERYL TRANSP PARENT REIMB \$444.35 FREYMARK ANDREW OR DANA \$837.79 TRANSP PARENT REIMB FROST CHRISTY TRANSP PARENT REIMB \$837.80 GARBES JOHN OR BONNIE TRANSP PARENT REIMB \$444.35 GAZETTE COMMUNICATIONS INC ADVERTISING \$860.16 GRANT WOOD AEA \$65,013.42 **TUITION IN STATE GREIF LEAH** TRANSP PARENT REIMB \$222.57 **GRIFFIN MONICA** TRANSP PARENT REIMB \$222.57 GUNDACKER JAMES OR JENNY TRANSP PARENT REIMB \$837.80

TRANSP PARENT REIMB

PROF SERV: EDUCATION

TRANSP PARENT REIMB

TRANSP PARENT REIMB

**REPAIR/MAINT SERVICE** 

PROF SERV: EDUCATION

TRANSP PARENT REIMB

Criteria

\$222.57

\$444.35

\$444.35

\$6,150.00

\$2,400.00

\$393.45

\$419.29

\$1,231.24

\$222.57

\$837.79

\$1.350.00

# IA - Warrants Paid Listing

- Warrants Paid Listing	Dat	e Range: 07/08/2016 - 08/11/201
al Year: 2015-2016		e Kange. Unoorzono - oornizon
Vendor Name	Description	Check Total
HOPPE COLLEEN	TRANSP PARENT REIMB	\$837.79
HUBER, JACQUELYN	TRANSP PARENT REIMB	\$419.30
HUNTINGTON CHAD	TRANSP PARENT REIMB	\$444.35
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$18.04
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$220.00
HYATT REGENCY MINNEAPOLIS	STAFF WORKSHP/CONF	\$11,207.51
INDEPENDENCE COMM SCHOOL DIST	TUITION IN STATE	\$2,573.10
IOWA CITY COMMUNITY SCHOOLS	TUITION IN STATE	\$1,534.50
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$79,730.26
IOWA TESTING PROGRAMS	INSTRUCTIONAL SUPPLIES	\$278.79
IPSAN RACHEL AND MARK	TRANSP PARENT REIMB	\$444.35
ISFIS	OTHER PROFESSIONAL	\$1,684.50
JEFFREY RYAN OR SHERI	TRANSP PARENT REIMB	\$837.79
JOHNSON JULIE	TRANSP PARENT REIMB	\$1,231.24
JOHNSON LORA	TRANSP PARENT REIMB	\$837.80
JONKER VALERIE	TRANSP PARENT REIMB	\$837.79
JUNGE JASON	TRANSP PARENT REIMB	\$616.02
KAISER JOHN	TRANSP PARENT REIMB	\$1,231.24
KAMIN RAY	TRANSP PARENT REIMB	\$837.80
KELLY AARON	TRANSP PARENT REIMB	\$419.30
KEPFORD MARTA E.	TRANSP PARENT REIMB	\$444.35
KETTLEKAMP NIKKI	TRANSP PARENT REIMB	\$616.02
KEUNE CHALISE	TRANSP PARENT REIMB	\$1,231.24
KILBURG BILL OR REBECCA	TRANSP PARENT REIMB	\$1,231.24
KINARD SHANNON	TRANSP PARENT REIMB	\$444.35
KINN RYAN OR APRIL	TRANSP PARENT REIMB	\$1,231.24
KLEKAR KEN OR SUSAN	TRANSP PARENT REIMB	\$222.57
KOLAAS SARAH	TRANSP PARENT REIMB	\$837.80
KRAMER ANGIE	TRANSP PARENT REIMB	\$444.35
KRAMER JENNY	TRANSP PARENT REIMB	\$222.57
KRATTS JUSTIN	TRANSP PARENT REIMB	\$393.45
LAMPE TINA	TRANSP PARENT REIMB	\$444.35
LANG LEE OR MARY	TRANSP PARENT REIMB	\$444.35
LASER RESOURCES, LLC	Copies	\$5,041.91
LASER RESOURCES, LLC	SERVICE AGREEMENTS	\$1.94
LEFEBURE SHELLY	TRANSP PARENT REIMB	\$222.57
LEGISLADER ROBERT	TRANSP PARENT REIMB	\$616.02
LEITING ROD	TRANSP PARENT REIMB	\$444.35
LEMBECK CHRIS	TRANSP PARENT REIMB	\$444.35
LEUCK STEPHANIE	TRANSP PARENT REIMB	\$837.79
	TRANSP PARENT REIMB	\$1,231.24
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$3,931.05
LOW KOK	TRANSP PARENT REIMB	\$444.35
LUERKENS LEANNE	TRANSP PARENT REIMB	\$837.79
	TRANSP PARENT REIMB	\$444.35

<u>Criteria</u>

#### Printed: 08/11/2016 12:15:51 PM Report: rptIAChecksPaidListing

Linn-Mar Community	School District
--------------------	-----------------

<u>Criteria</u>

07/08/2016 - 08/11/2016

Date Range:

# IA - Warrants Paid Listing

Year: 2015-2016	<b>a</b> – .	
Vendor Name	Description	Check Tota
MALONEY GREG OR CATHY	TRANSP PARENT REIMB	\$444.35
MANSON NORTHWEST WEBSTER CSD	TUITION IN STATE	\$19,674.00
MAREK CARA OR JIM	TRANSP PARENT REIMB	\$393.45
MARION INDEPENDENT SCHOOLS	TUITION IN STATE	\$181,794.89
MARION INDEPENDENT SCHOOLS	TUITION OPEN ENROLL	\$6,006.99
MARION JESSICA	TRANSP PARENT REIMB	\$1,180.34
MARION WATER DEPT	WATER/SEWER	\$6,634.18
MARSHALL MATHEW	TRANSP PARENT REIMB	\$837.80
MASON JANJAY	TRANSP PARENT REIMB	\$419.30
MASTERSON LESLIE	TRANSP PARENT REIMB	\$222.57
MAZELLA STEPHANIE	TRANSP PARENT REIMB	\$444.35
MCALEER KIM	TRANSP PARENT REIMB	\$419.29
MCCOY MARK	TRANSP PARENT REIMB	\$444.35
MCDONALD LANCE OR AMY	TRANSP PARENT REIMB	\$444.35
MCKENNEY BRANDI	TRANSP PARENT REIMB	\$196.72
MEDINA STEPHANIE	TRANSP PARENT REIMB	\$444.35
MERCY EAP SERVICES	OTHER PROFESSIONAL	\$544.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$471.00
MEYER JAMES	TRANSP PARENT REIMB	\$616.02
MICROSOFT CORPORATION	COMP/TECH HARDWARE	\$7,361.45
MID AMERICAN ENERGY	NATURAL GAS	\$4,345.52
MID-PRAIRIE COMMUNITY SCHOOL DISTRICT	TUITION IN STATE	\$5,588.22
MOORE NICOLE	TRANSP PARENT REIMB	\$837.79
MUELLER HEATH	TRANSP PARENT REIMB	\$837.79
MULHERIN KIM	TRANSP PARENT REIMB	\$444.35
MYERS JOHN	TRANSP PARENT REIMB	\$222.57
NEILLY BRADLEY	TRANSP PARENT REIMB	\$444.35
NGUYEN TUAN OR LOAN PHAM	TRANSP PARENT REIMB	\$786.89
NGUYEN, JOSEPH	TRANSP PARENT REIMB	\$196.72
NICHOLSON, ANNE	TRANSP PARENT REIMB	\$444.35
NOONAN STEPHEN	TRANSP PARENT REIMB	\$444.35
O'ROURKE SHARI OR MATTHEW	TRANSP PARENT REIMB	\$837.80
OEHLER BRENDA OR CHRIS	TRANSP PARENT REIMB	\$222.57
OHDE DARIN	TRANSP PARENT REIMB	\$1,231.24
OLSON MICHELLE	TRANSP PARENT REIMB	\$444.35
PACHA JOHN	TRANSP PARENT REIMB	\$222.57
PESTEL, PAUL OR MEGAN	TRANSP PARENT REIMB	\$444.3
PIEPER DONNA	TRANSP PARENT REIMB	\$1,231.24
PITTSBURGH PAINTS	MAINTENANCE SUPPLIES	\$619.00
PITZ MICHELLE	TRANSP PARENT REIMB	\$444.3
POTTER DON OR LORRAINE	TRANSP PARENT REIMB	\$786.89
RAMOS JERI	TRAVEL	\$273.0
REASNER SARA	TRANSP PARENT REIMB	\$419.30
RICHMOND, JACLYN OR MARK	TRANSP PARENT REIMB	\$419.30
RIES GENE OR KATE	TRANSP PARENT REIMB	\$419.2

2016.2.13

Page:

## IA - Warrants Paid Listing

Warrants Paid Listing	Date	Range: 07/08/2016 - 08/11/2010
Year: 2015-2016 Vendor Name	Description	Check Total
RIGOLLE REMI	TRANSP PARENT REIMB	\$837.79
ROBERT SCHMITT	TRANSP PARENT REIMB	\$444.35
ROCCA MATT AND SHELLEY	TRANSP PARENT REIMB	\$444.35
ROCHE, THAMBIMUTHU	TRANSP PARENT REIMB	\$419.29
ROCHESTER ARMORED CAR CO INC	OTHER PROFESSIONAL	\$332.82
RODRIGUEZ, LUIS OR GERMANIA	TRANSP PARENT REIMB	\$444.35
ROLING JOHN	TRANSP PARENT REIMB	\$444.35
ROOD, MARC	TRANSP PARENT REIMB	\$444.35
RUBIN, COREY OR ELIZABETH	TRANSP PARENT REIMB	\$393.45
RUSHTON ERIC OR MALI	TRANSP PARENT REIMB	\$1,231.24
SADILEK, MELISSA	TRANSP PARENT REIMB	\$444.35
SAMUELS, JENNIFER	TRANSP PARENT REIMB	\$837.79
SANTEL TOD OR RENEA	TRANSP PARENT REIMB	\$837.79
SCHIMBERG LISA	TRANSP PARENT REIMB	\$837.79
SCHMIT JASON OR KELLY	TRANSP PARENT REIMB	\$1,231.24
SCHOLASTIC TEACHER STORE	INSTRUCTIONAL SUPPLIES	\$31.35
SCHOUTEN MATT	TRANSP PARENT REIMB	\$444.35
SCHRADER STEVE OR MARIA	TRANSP PARENT REIMB	\$444.35
SCOTT SUE	TRANSP PARENT REIMB	\$444.35
SCROGGS, JAMES	TRANSP PARENT REIMB	\$837.80
SEYMOUR MICHAEL	TRANSP PARENT REIMB	\$444.35
SHAHEEN FRED OR MICHELLE	TRANSP PARENT REIMB	\$616.02
SHERWIN-WILLIAMS	INSTRUCTIONAL SUPPLIES	\$33.42
SHEY TOM OR STACY	TRANSP PARENT REIMB	\$444.35
SICARD KARI	TRANSP PARENT REIMB	\$444.35
SIMONEAU MICHELLE	TRANSP PARENT REIMB	\$1,231.24
SKINNER SARA	TRANSP PARENT REIMB	\$837.79
SKOUMAL, RICH	TRANSP PARENT REIMB	\$444.35
SLAGLE, BAMBI	TRANSP PARENT REIMB	\$444.35
SMITH TAMARA OR JAMES	TRANSP PARENT REIMB	\$444.35
SODAWASSER KENT OR SARA	TRANSP PARENT REIMB	\$444.35
SPRINGVILLE COMMUNITY SCHOOLS	TUITION IN STATE	\$10,136.44
STEINBERG, JULIE	TRANSP PARENT REIMB	\$444.35
STOREY KENWORTHY	GENERAL SUPPLIES	\$10,944.92
SWENZINSKI DAVE OR LAURA	TRANSP PARENT REIMB	\$444.35
SYSTEMS UNLIMITED, INC.	PROF SERV: EDUCATION	\$372.00
TAYLOR CHRISTIANA	TRANSP PARENT REIMB	\$393.45
TIME CLOCK PLUS	GENERAL SUPPLIES	\$1,668.35
	TRANSP PARENT REIMB	\$837.79
	TRANSP PARENT REIMB	\$1,180.34
ULMER DARIN OR SARA	TRANSP PARENT REIMB	\$1,231.24
VAN BERKUM KATE OR JAMES	TRANSP PARENT REIMB	\$1,231.24
VAN ERDEWYK MARTIN	TRANSP PARENT REIMB	\$222.57
VAN METER CO	MAINTENANCE SUPPLIES	\$1,294.94
VAN METER CO VASQUEZ MATTHEW OR STEPHANIE	TRANSP PARENT REIMB	\$837.79

<u>Criteria</u>

#### Criteria IA - Warrants Paid Listing Date Range: 07/08/2016 - 08/11/2016 Fiscal Year: 2015-2016 Check Total Vendor Name Description WAGNER BRENT OR MARILOU \$222.57 TRANSP PARENT REIMB \$837.80 WARDLAW JANET TRANSP PARENT REIMB \$2,759.75 WAVERLY-SHELLROCK HIGH SCHOOL TUITION IN STATE WEAVER AMANDA TRANSP PARENT REIMB \$222.57 \$1,231.24 WEISS ANDREA TRANSP PARENT REIMB OTHER PROFESSIONAL \$1,035.00 WELLMARK INSTRUCTIONAL SUPPLIES \$1.00 WEST MUSIC CO WESTHOFF DENNIS TRANSP PARENT REIMB \$222.57 WHITSON LAURA TRANSP PARENT REIMB \$837.79 \$1,231.24 WILKINSON-GRUBER MARJORIE TRANSP PARENT REIMB \$196.72 WILLET KAREN TRANSP PARENT REIMB \$222.57 WOBBE, MICHAEL OR CATHY TRANSP PARENT REIMB WOLTMAN KIRK OR KRISTA TRANSP PARENT REIMB \$222.57 WOODWARD GRANGER COMM SCHOOL DIS TUITION IN STATE \$2,356.44 TRANSP PARENT REIMB \$837.79 WRANEK LANE OR BETSY \$444.35 WURSTER TIFFANI TRANSP PARENT REIMB Fund Total: \$835,547.03 Fund: LOCAL OPT SALES TAX COMMUNICATIONS ENGINEERING CO CONSTRUCTION SERV \$4,223.73 MICROSOFT CORPORATION COMP/TECH HARDWARE \$29,445.80 Fund Total: \$33,669.53 Fund: MANAGEMENT LEVY IOWA WORKFORCE DEVELOPMENT UNEMPLOYMENT COMP \$1,922.26 Fund Total: \$1,922.26 Fund: NUTRITION SERVICES \$129.56 KNIGHT SUSAN TRAVEL LASER RESOURCES, LLC \$4.29 Copies RAPIDS WHOLESALE EQUIP CO **GENERAL SUPPLIES** \$257.00 Fund Total: \$390.85 Fund: PHY PLANT & EQ LEVY ALLIED GLASS PRODUCTS INC CONSTRUCTION SERV \$8,298.06 \$260.00 BOWKER MECHANICAL CONTRACTORS CONSTRUCTION SERV \$2,941.40 COMMUNITY ELECTRIC CONSTRUCTION SERV **CROELL REDI-MIX INC** CONSTRUCTION SERV \$880.00 **DLR GROUP INC** ARCHITECT \$1,450.00 \$9.605.55 DRYSPACE INC CONSTRUCTION SERV GARLING CONSTRUCTION CONSTRUCTION SERV \$473,360.30 LARSON CONSTRUCTION COMPANY, INC CONSTRUCTION SERV \$232,109.03 LINN COUNTY REC CONSTRUCTION SERV \$57.46 OPN ARCHITECTS, INC. ARCHITECT \$4,566.03 Fund Total: \$733,527.83 Fund: Pool 10 Million Issue and 2013 10M Issue COMMUNICATIONS ENGINEERING CO COMP/TECH HARDWARE \$5,330.20 COMMUNICATIONS ENGINEERING CO CONSTRUCTION SERV \$33,300.81

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

Page:

IA - Warrants Paid Listing			<u>Criteria</u> 07/08/2016 - 08/11/201
Fiscal Year: 2015-2016	Date Range:	07/08/2016 - 08/11/201	
Vendor Name	Description		Check Total
DLR GROUP INC	ARCHITECT		\$25,040.26
SOIL-TEK	CONSTRUCTION SERV		\$250.00
	,,,,,,,,,,,,,	Fund Total	; \$63,921.27
Fund: PUB ED & REC LEVY			
PACE SUPPLY	GROUNDS UPKEEP		\$858.50
WENDLING QUARRIES	GROUNDS UPKEEP		\$27.50
	· · · · · · · · · · · · · · · · · · ·	Fund Total	: \$886.00
Fund: STUDENT ACTIVITY			
AMERICAN SOLUTIONS FOR BUSINESS	INSTRUCTIONAL SUPPLIES		\$395.68
COPYWORKS	INSTRUCTIONAL SUPPLIES		\$28.98
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES		\$331.20
DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES		\$829.00
GARMENT DESIGN	INSTRUCTIONAL SUPPLIES		\$144.00
HUNTERS RIDGE GOLF COURSE	INSTRUCTIONAL SUPPLIES		\$84.65
L & B SALES	INSTRUCTIONAL SUPPLIES		\$1,191.73
PIZZA RANCH	INSTRUCTIONAL SUPPLIES		\$392.00
SERVICEMASTER FIVE SEASONS JANITORIAL	INSTRUCTIONAL SUPPLIES		\$955.08
VARSITY SPIRIT	INSTRUCTIONAL SUPPLIES		\$10,078.36
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$6.46
	······································	Fund Tota	1: \$14,437.14

Grand Total: \$1,684,301.91

End of Report

#### Criteria IA - Warrants Paid Listing 07/08/2016 - 08/11/2016 Date Range: Fiscal Year: 2016-2017 Check Total Vendor Name Description **Fund: Aquatic Center** GENERAL SUPPLIES \$1,780.00 BLACK HAWK SWIMMING ASSOCIATION CEDAR RAPIDS AQUATICS ASSOCIATION **GENERAL SUPPLIES** \$1,616.00 \$1,200.00 CITY TREASURER'S OFFICE **GENERAL SUPPLIES GENERAL SUPPLIES** \$1,668.85 COTTON GALLERY LTD. \$127.00 DUBUQUE AREA SWIMMIN' HURRICANES **GENERAL SUPPLIES** EE LIAB-DIR DEP NET PAY \$17,854.77 FARMERS STATE BANK \$320.30 **EE LIAB-MEDICARE INTERNAL REVENUE SERVICE-9343** \$1,369.42 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$320.30 ER LIAB-MEDICARE **INTERNAL REVENUE SERVICE-9343** \$1,369.42 **INTERNAL REVENUE SERVICE-9343** ER LIAB-SOC SEC \$1,324.70 FEDERAL INCOME TAX WITHHOLDING **INTERNAL REVENUE SERVICE-9343 EE LIAB-IPERS** \$569.01 IOWA PUBLIC EMPL RETIR SYSTEM \$854.01 IOWA PUBLIC EMPL RETIR SYSTEM **ER LIAB-IPERS** \$408.00 GENERAL SUPPLIES ISI SWIMMING INC \$12.19 MADISON NATIONAL LIFE INS. CO., INC DISTRICT LIFE INSURANCE \$16.45 ER LIAB-DISTRICT DISABILITY MADISON NATIONAL LIFE INS. CO., INC \$495.00 EE LIAB-MEDICAL INSURANCE METRO INTERAGENCY INS PROG. \$37.44 METRO INTERAGENCY INS PROG. ER LIAB-DENTAL INS \$3.00 EE LIAB-VOL/SUN LIFE INS SUN LIFE FINANCIAL EBG \$430.46 STATE INCOME TAX WITHHOLDING TREASURER ST OF IA Fund Total: \$31,776.32 Fund: GENERAL \$481.04 GARBAGE COLLECTION A-1 DISPOSAL SERVICE, INC \$490.00 INSTRUCTIONAL SUPPLIES ACP, LLC \$95.00 INSTRUCTIONAL SUPPLIES ACTE \$330.35 TRANSP. PARTS ADVANCE AUTO PARTS \$234.53 MAINTENANCE SUPPLIES AIRGAS NORTH CENTRAL \$59.87 MAINTENANCE SUPPLIES ALL INTEGRATED SOLUTIONS TRANSP. PARTS \$188.14 ALL INTEGRATED SOLUTIONS \$78,819.12 ELECTRICITY ALLIANT ENERGY \$1,404.37 INSTRUCTIONAL SUPPLIES AMERICAN SPECIALTIES \$97.50 TRAVEL ANDERSON, JT \$69.00 COMP/TECH HARDWARE APPLE COMPUTER INC **GENERAL SUPPLIES** \$958.00 APPLE COMPUTER INC \$1.173.00 INSTRUCTIONAL SUPPLIES APPLE COMPUTER INC \$299.00 **REF & RSRCH MATERIAL** APPLE COMPUTER INC \$120.00 DUES AND FEES AREA SUBSTANCE ABUSE COUNCIL \$8.97 MAINTENANCE SUPPLIES ARNOLD MOTOR SUPPLY \$219.50 TRANSP. PARTS ARNOLD MOTOR SUPPLY \$50.16 **REPAIR PARTS** ART CRAFT STUDIO \$425.00 DUES AND FEES ASCD \$89.00 **GENERAL SUPPLIES** ASCD \$92.95 **GENERAL SUPPLIES** AUCA CHICAGO LOCKBOX \$218.70 INSTRUCTIONAL SUPPLIES BALBOA CAPITAL CORPORATION

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

### IA - Warrants Paid Listing

Warrants Paid Listing		Criteria
I Year: 2016-2017		Date Range: 07/08/2016 - 08/11/201
Vendor Name	Description	Check Total
BAUER BUILT	TIRES AND TUBES	\$3,425.35
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	\$3,410.38
BRADFIELD'S COMPUTER SUPPLY	INSTRUCTIONAL SUPPLIES	\$2,199.00
BRECKE	OTHER PROFESSIONAL	\$1,450.00
BRENES, DAYSI	TRAVEL	\$88.73
C.J. COOPER & ASSOCIATES	PHYSICALS	\$435.00
CAMPBELL SUPPLY	MAINTENANCE SUPPLIES	\$496.00
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$4,358.53
CAPITOL R & D INC	MAINTENANCE SUPPLIES	\$80.89
CARROLL DISTRIBUTING	REPAIR PARTS	\$85.81
CENGAGE LEARNING	TEXTBOOKS	\$6,902.50
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$826.26
CENTURYLINK	TELEPHONE	\$3,143.79
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$70.24
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES	\$502.87
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$167.62
CITYWIDE CLEANERS	INSTRUCTIONAL SUPPLIES	\$759.10
CLARK SECURITY PRODUCTS INC	MAINTENANCE SUPPLIES	\$101.74
CMS COMMUNICATIONS	GENERAL SUPPLIES	\$273.32
COLLECTION	EE LIAB-GARNISHMENTS	\$543.79
COLLINS SPORTS MEDICINE	INSTRUCTIONAL SUPPLIES	\$590.80
COMMUNICATIONS ENGINEERING CO	RADIOS	\$120.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$25.00
CONTINENTAL CLAY	INSTRUCTIONAL SUPPLIES	\$307.20
COOKSLEY DAWN	TRAVEL	\$10.45
COUNCIL FOR EXCEPTIONAL CHILDREN	INSTRUCTIONAL SUPPLIES	\$205.00
CR/LC SOLID WASTE AGENCY	MAINTENANCE SUPPLIES	\$74.01
CRESCENT ELECTRIC	MAINTENANCE SUPPLIES	\$972.00
CROELL REDI-MIX INC	GROUNDS UPKEEP	\$588.00
CULLIGAN	MAINTENANCE SUPPLIES	\$352.00
DAVIES, MICHAEL	INSTRUCTIONAL SUPPLIES	\$550.00
DEMCO	GENERAL SUPPLIES	\$811.13
DENNIS COMPANY	REPAIR PARTS	\$105.66
EMC PUBLISHING, LLC	TEXTBOOKS	\$2,919.90
FAMILY VIDEO	FACILITY RENTAL	\$3,466.13
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$35.46
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,459,570.53
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$925.43
GAMETIME	GENERAL SUPPLIES	\$19.10
GASPER MATT	TRAVEL	\$99.84
GASWAY CO, J P	GENERAL SUPPLIES	\$1,603.98
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$593.28
GOPHER PERFORMANCE	INSTRUCTIONAL SUPPLIES	\$959.56
GRAINGER	MAINTENANCE SUPPLIES	\$207.29

<u>Criteria</u>

# IA - Warrants Paid Listing

al Year: 2016-2017	Date Range:	07/08/2016 - 08/11/201
Vendor Name	Description	Check Total
GRANT WOOD AEA	OTHER PROFESSIONAL	\$2,879.16
GRANT WOOD AEA	PROFESSIONAL-OTHER	\$134.00
HALVORSON BUILDING SOLUTIONS	REPAIR/MAINT SERVICE	\$518.46
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$468.00
HARCOURT OUTLINES, INC	INSTRUCTIONAL SUPPLIES	\$361.25
HARGERS ACCOUSTICS INC	MAINTENANCE SUPPLIES	\$1,800.00
HEARTLAND AEA 11	PROF SERV: EDUCATION	\$40.00
HEARTLAND HOME CARE, INC	PROF SERV: EDUCATION	\$1,200.00
HOTSY CLEANING SYSTEMS	REPAIR/MAINT SERVICE	\$139.10
HP INC	COMP/TECH HARDWARE	\$14,168.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$15,480.00
IN TOUCH RECEIPTING	GENERAL SUPPLIES	\$125.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$52,684.48
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$224,837.20
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$52,684.48
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$224,837.20
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$408,386.91
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$550.40
IOWA DIVISION OF LABOR	DUES AND FEES	\$2,160.00
IOWA FIRE PROTECTION	REPAIR PARTS	\$150.00
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$589.68
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$224,307.29
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$336,649.90
IOWA SHARES	EE LIAB-CHARITY	\$28.00
iPROMOTEu	INSTRUCTIONAL SUPPLIES	\$80.00
ISFIS	OTHER PROFESSIONAL	\$750.00
IWI MOTOR PARTS	VEHICLE REPAIR	\$41.75
JESSEN ALICIA	TRAVEL	\$57.00
JOHN DEERE FINANCIAL	MAINTENANCE SUPPLIES	\$7.99
JOHNSTONE SUPPLY	REPAIR PARTS	\$174.43
JONES SCHOOL SUPPLY CO., INC	GENERAL SUPPLIES	\$49.75
KELVIN TRAN	INSTRUCTIONAL SUPPLIES	\$300.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$17,263.50
KRETSCHMER KELLY	TRAVEL	\$218.40
LABELS EAST INC	INSTRUCTIONAL SUPPLIES	\$51.00
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$81.57
	INSTRUCTIONAL SUPPLIES	\$120.15
	TRAVEL	\$216.06
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$1,102.54
LASER RESOURCES, LLO	INSTRUCTIONAL SUPPLIES	\$389.90
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$24.02
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$445.76
LINN CO-OP OIL LINN CO-OP OIL	MAINTENANCE SUPPLIES	\$1,143.59
	ELECTRICITY	\$21,797.64
LMEA	EE LIAB-UNION DUES	\$10,095.49

<u>Criteria</u>

#### IA - Warrants Paid Listing

A - Warrants Paid Listing		Criteria
scal Year: 2016-2017	Date Range:	07/08/2016 - 08/11/201
Vendor Name	Description	Check Total
LOWE PARK- C/O MARION PARKS & RECEATION	INSTRUCTIONAL SUPPLIES	\$20.00
LYNCH FORD	TRANSP. PARTS	\$65.34
LYNCH FORD	VEHICLE REPAIR	\$878.44
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,608.41
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,731.89
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	\$108.00
MARCH TINA	INSTRUCTIONAL SUPPLIES	\$52.32
MARION INDEPENDENT SCHOOLS	INSTRUCTIONAL SUPPLIES	\$130.00
MARION JANITORIAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	\$359.08
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$1,670.79
MARION TIMES	ADVERTISING	\$1,784.79
MARION WATER DEPT	WATER/SEWER	\$4,417.06
MARZANO RESEARCH LABORATORY LLC	STAFF WORKSHP/CONF	\$2,400.00
MAYER-JOHNSON LLC	INSTRUCTIONAL SUPPLIES	\$219.80
MCLAUGHLIN, DIANA	TUITION: STUDENT	\$90.00
MEDCO SUPPLY	INSTRUCTIONAL SUPPLIES	\$375.77
MENARDS -13127	GENERAL SUPPLIES	\$668.24
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$16,818.03
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$403,966.72
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$18,364.32
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$23,780.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$17,615.58
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$3,366.50
MID AMERICAN ENERGY	NATURAL GAS	\$1,124.53
MIDWAY OUTDOOR EQUIPMENT INC	MAINTENANCE SUPPLIES	\$1,120.14
MIDWEST ALARM SERVICES	OTHER PROFESSIONAL	\$3,385.20
MIDWEST COMPUTER PRODUCTS	MAINTENANCE SUPPLIES	\$216.48
MIDWEST WHEEL	TRANSP. PARTS	\$185.52
MOORE SCHAEFFER OIL	TRANSP. PARTS	\$127.20
MORRISON ANGIE	TRAVEL	\$221.52
	MAINTENANCE SUPPLIES	\$78.07
N2Y INC.	INSTRUCTIONAL SUPPLIES	\$4,776.52
NASCO	INSTRUCTIONAL SUPPLIES	\$122.64
NEFF	INSTRUCTIONAL SUPPLIES	\$2,620.08
NORTHWEST EVALUATION ASSOCIATION	INSTRUCTIONAL SUPPLIES	\$56,797.50
NSBA	DUES AND FEES	\$4,165.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$300.29
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$10,033.33
ORIENTAL TRADING CO	INSTRUCTIONAL SUPPLIES	\$51.96
ORKIN PEST CONTROL	Pest Control	\$805.00
ORR, DUANE	TRAVEL	\$93.60
P & D WELDING	REPAIR/MAINT SERVICE	\$105.00
PAETEC	TELEPHONE	\$834.11
PAUL REVERE LIFE INS. CO.		\$211.74

INSTRUCTIONAL SUPPLIES

PEARSON EDUCATION CUSTOMER SERV

<u>Criteria</u>

\$123.50

### **IA - Warrants Paid Listing**

Year: 2016-2017	50	ate Range: 07/08/2016 - 08/11/20
Vendor Name	Description	Check Total
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$43.65
PHONAK	INSTRUCTIONAL SUPPLIES	\$2,527.59
PIONEER VALLEY EDUCATIONAL PRESS	INSTRUCTIONAL SUPPLIES	\$55.00
PITSCO INC	GENERAL SUPPLIES	\$239.63
PITTSBURGH PAINTS	MAINTENANCE SUPPLIES	\$1,249.00
PLUMB SUPPLY CO.	MAINTENANCE SUPPLIES	\$10.64
PLUMBERS SUPPLY COMPANY	MAINTENANCE SUPPLIES	\$1,085.28
POOL TECH MIDWEST INC	CHEMICALS	\$3,515.00
POSTMASTER	POSTAGE/UPS	\$14,000.00
PRAIRIE HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$140.00
PREMIER AGENDAS INC	INSTRUCTIONAL SUPPLIES	\$1,184.53
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$1,774.04
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$1,195.46
QUINN STORAGE	Pest Control	\$75.00
REALLY GOOD STUFF INC	INSTRUCTIONAL SUPPLIES	\$3,741.77
REAMS SPRINKLER SUPPLY	REPAIR PARTS	<b>\$11</b> 1.17
REPUBLIC SERVICES	GARBAGE COLLECTION	\$7,404.41
RODRIGUEZ, LEEANNE	TRAVEL	\$212.94
ROSENDALE STEPHANIE	INSTRUCTIONAL SUPPLIES	\$366.00
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$360.60
SADLER POWER TRAIN	TRANSP. PARTS	\$1,935.97
SCHIMBERG	MAINTENANCE SUPPLIES	\$160.89
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	\$952.44
SCHOOL ADMINISTRATORS OF IOWA	DUES AND FEES	\$4,039.00
SCHOOL BUS SALES	TRANSP. PARTS	\$2,623.07
SCHOOL BUS SALES	VEHICLE REPAIR	\$2,816.90
SCHOOL DATEBOOKS	INSTRUCTIONAL SUPPLIES	\$2,504.88
SCHOOL HEALTH ALERT	GENERAL SUPPLIES	\$69.00
SCHOOL MATE	INSTRUCTIONAL SUPPLIES	\$261.30
SCHOOL MATE SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$13,827.27
	INSTRUCTIONAL SUPPLIES	\$2,846.84
SCHOOL'S IN SEIU LOCAL 199	EE LIAB-UNION DUES	\$714.04
SERVICEMASTER FIVE SEASONS JANITORIAL	OTHER PROFESSIONAL	\$232.47
SICO AMERICA INC	MAINTENANCE SUPPLIES	\$342.53
	GENERAL SUPPLIES	\$171.00
SIGNS ETC. SOURCE ONE LOGOS	INSTRUCTIONAL SUPPLIES	\$7,113.15
	GENERAL SUPPLIES	\$8.90
SPRAY-LAND USA	EQUIPMENT >\$1999	\$5,391.00
STAGERIGHT STATE HYGIENIC LABORATORY	MAINTENANCE SUPPLIES	\$12.50
	INSTRUCTIONAL SUPPLIES	\$1,040.00
STONE CONCEPTS LLC	REPAIR/MAINT SERVICE	\$3,235.00
	EE LIAB-VOL/SUN LIFE INS	\$3,403.70
	INSTRUCTIONAL SUPPLIES	\$139.26
	INSTRUCTIONAL SUPPLIES	\$168.41
TEACHER DIRECT	montoo nomic oon eido	•

<u>Criteria</u>

#### Fiscal Year: 2016-2017 Description Check Total Vendor Name \$402.17 THOMAS BUS TRANSP. PARTS \$5,340.08 TRANSP. PARTS THOMPSON TRUCK & TRAILER \$158.53 DATA PROCESSING AND TIMBERLINE BILLING SERVICE LLC STATE INCOME TAX WITHHOLDING \$171,278.11 TREASURER ST OF IA \$770.00 INSTRUCTIONAL SUPPLIES TRESONA MULTIMEDIA, LLC \$865,69 INSTRUCTIONAL SUPPLIES **TRIARCO ARTS & CRAFTS** \$1,409.84 U.S. CELLULAR TELEPHONE \$305.94 INSTRUCTIONAL SUPPLIES ULINE, INC \$1,027.67 UNITED WAY OF EAST CENTRAL IOWA **EE LIAB-CHARITY** \$693.99 UNUM LIFE INS. CO. ER LIAB-DISTRICT DISABILITY US TICKET GENERAL SUPPLIES \$62.76 \$2,860.85 MAINTENANCE SUPPLIES VAN METER CO \$47,635.73 VOYA RETIREMENT INSURANCE EE LIAB-403 (B) \$36,399.58 WAGE WORKS EE LIAB-FLEX DEP CARE \$49,259.78 WAGE WORKS EE LIAB-FLEX HEALTH \$145.00 WALSH DOOR & HARDWARE **REPAIR PARTS** \$1,576.00 OTHER PROFESSIONAL WELLMARK \$1,495.00 WELTER STORAGE EQUIPMENT CO INC **GENERAL SUPPLIES** \$268.64 WENDLING QUARRIES **GROUNDS UPKEEP** \$8,135.25 WEST MUSIC CO EQUIPMENT >\$1999 \$72.00 WEST MUSIC CO INSTRUCTIONAL SUPPLIES Fund Total: \$5,236,936.97 Fund: LOCAL OPT SALES TAX COMP/TECH HARDWARE \$4,462.20 AOSNC, LLC COMMUNICATIONS ENGINEERING CO CONSTRUCTION SERV \$4,511.23 COMP/TECH HARDWARE \$378,997.00 HP INC \$118,156,76 **RIVERSIDE TECHNOLOGIES, INC** COMP/TECH HARDWARE Fund Total: \$506,127.19 Fund: MANAGEMENT LEVY **BLDG/PROPERTY INS** \$1,241.00 TRUENORTH COMPANIES, LC \$62.00 TRUENORTH COMPANIES, LC Vehicle Insurance WORKERS COMP \$342,328.00 TRUENORTH COMPANIES, LC Fund Total: \$343,631.00 Fund: NUTRITION SERVICES FARMERS STATE BANK EE LIAB-DIR DEP NET PAY \$9,579.68 SERVICE AGREEMENTS \$1,369.50 HEARTLAND PAYMENT SYSTEMS-NUTRIKIDS \$2,575.00 HOODZ OF EASTERN IOWA EQUIPMENT REPAIR **INTERNAL REVENUE SERVICE-9343 EE LIAB-MEDICARE** \$219.56 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$938.84 **INTERNAL REVENUE SERVICE-9343** ER LIAB-MEDICARE \$219.56 **INTERNAL REVENUE SERVICE-9343** ER LIAB-SOC SEC \$938.84 **INTERNAL REVENUE SERVICE-9343** FEDERAL INCOME TAX WITHHOLDING \$2,622.73 IOWA PUBLIC EMPL RETIR SYSTEM **EE LIAB-IPERS** \$889.29

**ER LIAB-IPERS** 

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

IA - Warrants Paid Listing

IOWA PUBLIC EMPL RETIR SYSTEM

Criteria

Date Range:

07/08/2016 - 08/11/2016

\$1,334.65

#### IA - Warrants Paid Listing

	Description	Check Total
Vendor Name	Description	
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$32.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$55.04
MAILING SERVICES INC	SERVICE AGREEMENTS	\$2,047.93
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$46.30
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$1,014.32
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$37.44
OFFICE EXPRESS	GENERAL SUPPLIES	\$356.28
QUALITY AUTO REBUILDERS	VEHICLE REPAIR	\$1,473.00
RAPIDS WHOLESALE EQUIP CO	MACHINERY AND EQUIP	\$3,042.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$82.50
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$696.28
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$50.00
	Fund To	otal: \$29,621.24
und: PHY PLANT & EQ LEVY		\$3,090.58
ACTERRA GROUP	EQUIPMENT >\$1999	\$5,579.78
AIRGAS NORTH CENTRAL	BLDG. CONST SUPPLIES	\$996.00
ALLIED GLASS PRODUCTS INC	CONSTRUCTION SERV	
APPLEBY & HORN	CONSTRUCTION SERV	\$7,895.00
ARCTIC INSULATION SPECIALISTS, INC	CONSTRUCTION SERV	\$688.00
CAPITAL SANITARY	EQUIPMENT >\$1999	\$16,505.50
CARROLL DISTRIBUTING	CONSTRUCTION SERV	\$1,195.18
COMMUNITY ELECTRIC	CONSTRUCTION SERV	\$2,263.72
COMMUSA	EQUIPMENT >\$1999	\$6,829.20
CROELL REDI-MIX INC	CONSTRUCTION SERV	\$13,825.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$4,525.00
DECKER EQUIPMENT	EQUIPMENT >\$1999	\$1,246.50
DLR GROUP INC	ARCHITECT	\$1,453.63
DRYSPACE INC	CONSTRUCTION SERV	\$1,434.77
FUTURE LINE	VEHICLES	\$15,121.37
GARLING CONSTRUCTION	CONSTRUCTION SERV	\$497,504.55
IOWA-ILLINOIS INSULATION INC	CONSTRUCTION SERV	\$10,400.00
LAKESHORE	EQUIPMENT >\$1999	\$951.05
LARSON CONSTRUCTION COMPANY, INC	CONSTRUCTION SERV	\$200,046.44
	COMP/TECH HARDWARE	\$7,850.00
	CONSTRUCTION SERV	\$61.63
	VEHICLES	\$49,230.00
	EQUIPMENT >\$1999	\$4,350.00
	BLDG. CONST SUPPLIES	\$4,350.00
	ARCHITECT	\$6,567.42
OPN ARCHITECTS, INC.	CONSTRUCTION SERV	\$6,932.00
PATE ASPHALT SYSTEMS CO	CONSTRUCTION SERV	\$1,451.97
PLUMBERS SUPPLY COMPANY	EQUIPMENT >\$1999	\$3,085.95
SUPPLYWORKS		\$8,672.33
TAKEFORM	EQUIPMENT >\$1999	\$322.15
TODAY'S CLASSROOM LLC	EQUIPMENT >\$1999	\$2,776.96
ULINE, INC	CONSTRUCTION SERV	

<u>Criteria</u>

IA - Warrants Paid Listing		
Fiscal Year: 2016-2017	Date Range:	07/08/2016 - 08/11/201
Vendor Name	Description	Check Total
VAN METER CO	CONSTRUCTION SERV	\$1,847.62
VIRCO INC	EQUIPMENT >\$1999	\$14,193.20
WENDLING QUARRIES	CONSTRUCTION SERV	\$2,105.05
	Fund To	tal: \$905,347.55
Fund: Pool 10 Million Issue and 2013 10M Issue DLR GROUP INC	ARCHITECT	\$21,616.75
	CONSTRUCTION SERV	\$1,017,926.92
LARSON CONSTRUCTION COMPANY, INC MIDWEST COMPUTER PRODUCTS	COMP/TECH HARDWARE	\$1,632.78
MIDWEST COMPUTER PRODUCTS		\$23.57
	BLDG. CONST SUPPLIES	\$1,868.00
PODS ENTERPRISES, LLC TERRACON CONSULTANTS INC	OTHER PROFESSIONAL	\$1,111.00
	Fund To	
Fund: PUB ED & REC LEVY	Fund to	lai. \$1,044,175.02
D & K PRODUCTS	GROUNDS UPKEEP	\$896.59
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,439.53
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$29.67
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$126.86
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$29.67
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$126.8 <del>6</del>
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$194.40
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	<b>\$14</b> 1.60
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$212.52
LIFETIME FENCE	CONSTRUCTION SERV	\$5,850.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$6.95
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$23.15
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$414.66
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$18.72
PACE SUPPLY	GROUNDS UPKEEP	\$576.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$80.95
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$29.99
	Fund To	tal: \$10,200.62
Fund: STUDENT ACTIVITY ALEC CLARK	OFFICIAL/JUDGE	\$148.70
ANDERSON BRADY	INSTRUCTIONAL SUPPLIES	\$150.00
BROOME PETER	OFFICIAL/JUDGE	\$144.50
	OFFICIAL/JUDGE	\$125.36
COE COLLEGE	INSTRUCTIONAL SUPPLIES	\$4,270.00
COTTON GALLERY LTD.		\$1,926.15
CRAIG RICHARD	OFFICIAL/JUDGE	\$226.80
DECKER SPORTING GOODS		\$7,839.50
DILLON REDMOND	INSTRUCTIONAL SUPPLIES	\$150.00
EDWARDS LARRY	OFFICIAL/JUDGE	\$45.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$6,657.36

#### Criteria **IA - Warrants Paid Listing** 07/08/2016 - 08/11/2016 Date Range: Fiscal Year: 2016-2017 Description Check Total Vendor Name \$123.80 FRESE JEFF OFFICIAL/JUDGE \$6,290.00 GAIL MCINNIS PRODUCTIONS INSTRUCTIONAL SUPPLIES INSTRUCTIONAL SUPPLIES \$1,222.50 GARMENT DESIGN \$128.40 OFFICIAL/JUDGE HAMM BRENT OFFICIAL/JUDGE \$123.40 HAMMES RICHARD \$150.00 OFFICIAL/JUDGE HOYT BOB \$40.00 INSTRUCTIONAL SUPPLIES HY-VEE FOOD STORE-8556 \$140.96 EE LIAB-MEDICARE **INTERNAL REVENUE SERVICE-9343** \$602.67 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$140.96 **ER LIAB-MEDICARE** INTERNAL REVENUE SERVICE-9343 \$602.67 ER LIAB-SOC SEC **INTERNAL REVENUE SERVICE-9343** \$600.10 FEDERAL INCOME TAX WITHHOLDING **INTERNAL REVENUE SERVICE-9343** \$655.86 EE LIAB-IPERS IOWA PUBLIC EMPL RETIR SYSTEM \$984.30 **ER LIAB-IPERS** IOWA PUBLIC EMPL RETIR SYSTEM \$69.50 DUES AND FEES LEMMER BARBARA \$95.00 OFFICIAL/JUDGE MARQUART EUGENE \$150.00 INSTRUCTIONAL SUPPLIES MCCANN TREVOR \$80.13 INSTRUCTIONAL SUPPLIES MEDICAL SPECIALTIES \$1,785.00 INSTRUCTIONAL SUPPLIES MH ADVERTISING SPECIALTIES \$1,500.00 DUES AND FEES MISSISSIPPI VALLEY CONFERENCE INSTRUCTIONAL SUPPLIES \$440.00 MYERS CLAIRE \$99.00 DUES AND FEES NHS/NASC/NASSP \$110.00 OFFICIAL/JUDGE OBERBROECKLING CHRIS \$95.00 OFFICIAL/JUDGE PHILLIPS BRIGHAM \$93.00 INSTRUCTIONAL SUPPLIES PORT'O'JONNY \$45.00 OFFICIAL/JUDGE RITCHIE PHIL \$179.50 CREDIT CARD RECEIPTS SEERY TARA \$150.00 CREDIT CARD RECEIPTS SHADRICK CINDY OFFICIAL/JUDGE \$113.40 ST. JOHN, JOHN \$90.00 OTHER ACT INCOME STARK, JENNI \$304.00 INSTRUCTIONAL SUPPLIES SUBWAY \$267.06 STATE INCOME TAX WITHHOLDING TREASURER ST OF IA INSTRUCTIONAL SUPPLIES \$440.50 WATERBOY SPORTS Fund Total: \$39,595.08 **Fund: Student Store** \$411.88 GENERAL SUPPLIES TOP OF THE WORLD LLC Fund Total: \$411.88 \$8,147,826.87 Grand Total:

End of Report

#### Linn-Mar Community School District

#### INTERAGENCY AGREEMENT FOR SPECIAL EDUCATION PROGRAM 2015/2016

This Agreement is entered into between the Marion Independent School District (hereinafter "Receiving LEA") and the Linn-Mar Community School District (hereinafter "Resident LEA").

The Resident LEA wishes to obtain special education and related services for a resident student entitled to such programs and services, through an agreement with the Receiving LEA. The Receiving LEA agrees to provide these services at actual cost to the Resident LEA.

The student listed below will be provided special education and related services under this agreement:

Today's Date:7/21Name of Student:7/21Date of Entry:3/21Name of Parent:3/21Address:3/21

7/21/2016 3/21/2016 Date of Birth: Program Type: I Exit Date:

Level II

#### Other important information:

The special education program and related services shall be provided in accordance with the Federal and State laws governing such services (including the Individuals With Disabilities Education Act, Iowa Code Chapters 256B, 257 and 273 and Iowa Administrative Code Chapter 281-41) and in accordance with the student's individualized education program (IEP).

At all times, the Resident LEA shall remain responsible for providing the student a free and appropriate public education, including special education and related services. The Receiving LEA shall develop and/or implement an IEP in accordance with the rules of the Iowa Department of Education and with an opportunity for input from the Resident LEA: however; the Resident LEA remains responsible for insuring that the student is receiving a free and appropriate public education and shall be the responsible party in any dispute relating to the provision of special education and related services.

A designated representative of the Resident LEA shall be given notice and an opportunity to participate in IEP meetings regarding the student identified above and shall be given periodic progress reports as given to the parents of the student and at other times as requested by the Resident LEA.

The Receiving LEA reserves the right to limit enrollment to those students for who appropriate programming and space is available in the Receiving LEA's programs, as determined by the receiving LEA.

The Receiving LEA reserves the right to enforce its discipline policy, attendance policy, and all other policies and procedures relating to student enrollment and conduct. If a student is excluded, the Resident LEA will be responsible for any continuing programs or services. The cost of all special education and related services shall be paid by the Resident LEA to the Receiving LEA and shall be equal to the actual costs incurred in providing all such special education and related services. Actual costs will be determined and paid in the following manner:

- 1. The Receiving LEA shall provide the Resident LEA with an estimate of the actual cost of the special education program and related services for the current fiscal year. The estimated cost shall be determined by multiplying the special education weighting for the student by the Receiving LEA's per pupil cost. Cost will be prorated if the service is for less than one full year.
- 2. Invoices for the estimated cost shall be forwarded to the Receiving LEA at the close of each semester.
- 3. The receiving LEA shall provide the Resident LEA with an itemized final statement of actual costs by August 1 for the preceding fiscal year.
- 4. The Resident LEA shall pay the Receiving LEA within thirty-one (31) calendar days of receipt of an invoice.

The rights and responsibilities created in this Agreement may not be assigned without express written consent of both parties and may not be enforced by any third party beneficiary or any other person other than the Resident LEA and the Receiving LEA.

This Agreement may be terminated by providing a least ten calendar days' written notice to the other party.

**Marion Independent Board President** 

7-21-2016

Date

Sending District Authorized Representative

Date

# **Woodward-Granger Community School District**

#### Serving the Communities of Woodward and Granger

Bradley Anderson Robb Boley Bret Miller Matt Brummond Matt Brummond Rebekka Maass Superintendent HS Principal MS Principal Early Learning Ctr. Principal Elementary Principal Grandwood Principal 1904 State St. 306 West Third St. 306 West Third Street 2200 State Street 2002 Oak Śt. 1251 334 Street Granger, IA 50109 515-999-8022 Granger, IA 50109 Woodward, IA 50276 Woodward, IA 50276 Granger, IA 50109 Woodward, IA 50276 515-999-8058 515-438-2115 515-438-4263 515-999-2357 515-438-3240 Fax 515-999-8025 Fax 515-438-4329 Fax 515-438-4329 Fax 515-999-8060 Fax 515-999-9299 Fax 515-438-3414

#### Building Futures, One Student at a Time

#### INTER-AGENCY AGREEMENT FOR SPECIAL EDUCATION

#### INSTRUCTIONAL PROGRAM 2015-2016

This agreement is entered in Linn-Mar CSD and the WOODWARD-GRANGER COMMUNITY SCHOOL DISTRICT.

We, the undersigned agencies, for each special education student being provided services or programs by other than the student's agency of residence, do hereby consent and agree to the following conditions:

#### CONDITION I

The receiving agency shall provide instructional services and programs for the students referred for special education classes in accordance with the State of Iowa Department of Education Rules and Regulations and in accordance with the state laws governing such services and the delivery thereof (Chapters 273, 281 and 442). The receiving agency shall retain the right to limit enrollment.

#### CONDITION II

The cost of the above services shall be paid by the sending agency to the receiving agency and shall be actual costs incurred in providing these services and programs. Payment of these actual costs will be determined in the following manner:

- A. The receiving agency shall provide the sending agency with SEMIANNUAL INVOICES for the actual costs of services and programs of the current school year. The first invoice will include an estimate of the costs and the final invoice will include the actual costs for the entire year including administrative costs minus previously paid amounts. Cost will be prorated to the days of service if the service is for less than one year.
- B. For Special education services provided by the Woodward Youth Academy, located within the Woodward-Granger School District, tuition invoices shall be forwarded to the sending agency when Woodward Academy makes costs known to the W-G Business Office.
- C. The receiving district shall provide the sending agency with an itemized final statement of the actual costs of services and itemize any payments received toward the cost.

Signed.

Signed

Superintendent or Authorized Agent Designee of Sending District

Superintendent or Authorized Agent Designee, W-G Community School

Contract Services provided for:

Student Name:

Start Date: 9/21/15 +0 10/20 15

Academy Special Education Program

Return one signed copy to:

Attention: Woodward-Granger Schools, 1904 State St Granger, IA 50109.

Date\_\_\_\_\_

Date: 7/13/16

Special Ed Weighting Level: 2.21

# **FACILITY USE AGREEMENT**





#### Facility **U.S. CELLULAR CENTER ARENA** Name:

#### LINN MAR MARION GRADUATION

#### MAY 28, 2017, MAY 27, 2018, MAY 26, 2019

This Agreement, entered into this 11<sup>th</sup> day of July, 2016 by and between the U.S. Cellular Center Arena, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by the City of Cedar Rapids, Iowa (OWNER) to manage the U.S. Cellular Center Arena, hereinafter referred to as "ARENA" and:

#### LINN MAR COMMUNITY SCHOOLS ATTN: MARK HUTCHESON 3111 No 10<sup>th</sup> Street Marion, IA. 52302

Phone: 319-447-3042 • Fax • E-Mail mhutcheson@linnmar.k12.ia.u	Phone:	319-447-3042	• Fax	• E-Mail mhutcheson@linnmar.k12.ia.us
--	--------	--------------	-------	---------------------------------------

Hereinafter referred to as "CLIENT."

#### **DEFINITIONS**

**Addendums** shall mean all documents incorporated as part of this Agreement.

**ARENA** shall mean the duly appointed manager of the U.S. Cellular Center, VenuWorks of Cedar Rapids, LLC, Cedar Rapids, Iowa. Phone: 319-398-5211, Fax: 319-362-2102.

**Concessions** shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, to Event attendees.

**Event** means the Linn Mar and Marion Graduation and all related activities.

Gross Ticket Sales means the total ticket sales less any applicable federal, state and local admission taxes and facility fee, when applicable.

Term means the period of this Agreement as set forth below under "term".

#### SCOPE OF USE

CLIENT warrants that said use is for the following and no other purpose: Linn Mar and Marion Graduations

Spaces utilized for the above stated purpose will be as follows:

U.S. Cellular Center Arena and all contiguous spaces not including the hotel or convention center.

Client Initials \_\_\_\_\_Date\_\_\_

Facility Initials \_\_\_\_\_Date\_\_\_

# FACILITY USE AGREEMENT



#### <u>TERM</u>

The Term shall commence on Sunday, May 28, 2017 Event day(s) are Sunday, May 28, 2017 Move-in and Move-out days are: Sunday, May 28, 2017 1:00 p.m. and 6:00 pm Move out is immediately following event.

The Term shall commence on Sunday, May 27, 2018 Event day(s) are Sunday, May 27, 2018 Move-in and Move-out days are: Sunday, May 27, 2018 1:00 p.m. and 6:00 pm Move out is immediately following event.

The Term shall commence on Sunday, May 26, 2019 Event day(s) are Sunday, May 26, 2019 Move-in and Move-out days are: Sunday, May 26, 2019 1:00 p.m. and 6:00 pm Move out is immediately following event.

#### **PAYMENT**

In consideration for the license to use the ARENA as provided in this Agreement, CLIENT shall pay to **ARENA** a facility rental fee of \$3,000.00, plus the cost of ushers, ticket scanners, crowd control, police, fire, guest event medical, cleaning, conversion, ticket sellers.

**CLIENT** also agrees to pay all reimbursable expenses required for the completion of this Event including advertising, stagehand, catering and outside rentals.

#### SECURITY DEPOSIT

As partial consideration for the execution of this license Agreement, the CLIENT shall pay the **ARENA** a **NON-REFUNDABLE** security deposit of \$2500.00 within 120 days of each event day annually.

#### ADDITIONAL DEPOSIT PAYMENTS

It is expressly understood that **ARENA** prior to CLIENT'S Event, may require additional deposit payment(s) to satisfy CLIENT'S obligations under this Agreement. If CLIENT fails to meet this requirement, **ARENA**, at its sole option, may terminate this Agreement, and CLIENT shall forfeit, as liquidated damages, the Security Deposit as set forth above.

Make checks payable to:	U.S. Cellular Center
	370 1 <sup>st</sup> Ave NE
	Cedar Rapids, IA. 52401

#### **BOX OFFICE SERVICES**

**ARENA** provides comprehensive box office services for ticketed events through the Ticketmaster system. Prior to making any public announcements, **CLIENT** must contact the Box Office Manager to make all arrangements for setting the event up on the Ticketmaster system, ticket pricing, discounts, pre-sale and public on sale dates.

Client Initials \_\_\_\_\_Date\_\_\_\_

Facility Initials \_\_\_\_\_Date\_\_\_\_

Main Library – EVM016 - Form

Revised 07/07/11

Page 2 of 5

## FACILITY USE AGREEMENT



#### **BOX OFFICE CHARGES**

**CLIENT** shall pay the greater of \$0 for box office services and ticket printing. A \$0 set-up and ticket fee will be charged for each additional performance.

#### TAXES AND SURCHARGES

The tickets sold will bear the following taxes and surcharges:

6% State of Iowa Sales Tax <u>1% City of Cedar Rapids Sales Tax</u> 7% Total Sales Tax

CLIENT agrees that VIP boxes in the ARENA are not manifested for the opening performance covered by this Agreement.

It is agreed that the on-sale date for this Event covered by this Agreement will be TBA. Upon **CLIENT** request and upon receipt of specific event information supplied by **CLIENT**, **ARENA** will provide an event cost estimate. This cost estimate is a good faith attempt to identify event costs. However, an event cost estimate is not a price quotation, and **CLIENT** is responsible to **ARENA** for full payment of the actual costs billed to the event.

#### **NOVELTIES AND CONCESSIONS**

**ARENA** retains 100% exclusive rights to sell program books, novelties, and souvenirs which directly relate to event.

ARENA will receive 20% after tax for all novelties sales. All revenues net of payment of the commission shall belong to CLIENT. ARENA will provide and pay for ARENA's sellers.

The **ARENA** reserves the right to operate and receive the income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and beverages.

#### **INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION.**

**CLIENT** must be named as the Insured on all Certificates of Insurance provided to **ARENA**.

**CLIENT** shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintain in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the **CLIENT'S** operations or occupancy under this Agreement, whether such operations be by **CLIENT** or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A- VII** (7).

**CLIENT** further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide that the City of Cedar Rapids, DBA Doubletree by Hilton Cedar Rapids Convention Complex, VenuWorks of Cedar Rapids, LLC, **VenuWorks, Inc.**; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an

Client Initials \_\_\_\_\_Date\_\_\_\_

Facility Initials \_\_\_\_\_Date\_\_\_\_

Main Library – EVM016 - Form

Revised 07/07/11

## FACILITY USE AGREEMENT



**Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

#### Comprehensive General Liability:

\$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

#### **Comprehensive Automobile Liability:**

\$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

#### Worker's Compensation:

**CLIENT** further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employer's liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

Such policies shall further be endorsed so as to provide a **thirty (30)** day written notice of cancellation to **ARENA**, and **CLIENT** shall secure and provide **ARENA** with a Certificate of Insurance on a form approved by **ARENA**, which shall demonstrate compliance by **CLIENT** with these insurance requirements.

The **CLIENT** shall defend, indemnify and hold harmless the **ARENA** and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the **CLIENT**, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the **CLIENT**, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the **CLIENT**, its agents, employees, or subcontractors.

In any and all claims against the **ARENA** or any of its agents or employees by any employee of the **CLIENT**, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the limitations on the amount or type of damages, compensation or benefits payable by or for the **CLIENT** or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

The **ARENA** and **CLIENT** hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism, and which loss or damage is covered and compensated by insurance.

A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the **ARENA** not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder or **CLIENT** shall forfeit its rights under this Agreement.

Client Initials \_\_\_\_\_Date\_\_\_\_

Facility Initials \_\_\_\_\_Date\_\_\_\_

.....

## **FACILITY USE AGREEMENT**



#### PLACE OF SUIT/CHOICE OF LAW

This Agreement is executed in the City of Cedar Rapids, State of Iowa, and shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Any action at law, suit in equity, or other judicial proceedings for the enforcement of the Agreement or any provision thereof shall be instituted in any court of competent jurisdiction in the County of Linn, State of Iowa.

#### ADDITIONAL COVENANTS AND AGREEMENTS

All conditions and regulations set forth on the attached documents are hereby incorporated as a part of this Agreement.

For <b>ARENA</b> :	For <b>CLIENT</b> :
Ву	Ву
Print Name: Sharon Cummins Executive Director	
	Print Name
	Title
	Company
	Federal Tax ID #
Date//	Date//

Client Initials \_\_\_\_\_Date\_\_\_\_

Facility Initials \_\_\_\_\_Date\_\_\_\_

# Mathing AIA® Document G701<sup>™</sup> – 2001

## Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: CC-13	OWNER:
Linn-Mar High School Additions and Renovations - Phase 2	DATE: July 8, 2016	ARCHITECT:
Marion, Iowa		CONTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 11-13105-20	FIELD:
Larson Construction Co., Inc. 600 17 <sup>th</sup> Street SE P.O. Box 112	CONTRACT DATE: March 9, 2015 CONTRACT FOR: Combined Construction	OTHER:
Independence, IA 50644		

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) Please see attachment for Change Order items and description.

The original Contract Sum was	\$ 19,548,000.00
The net change by previously authorized Change Orders	\$ 337,706.29
The Contract Sum prior to this Change Order was	\$ 19,885,706.29
The Contract Sum will be increased by this Change Order in the amount of	\$ 86,633.04
The new Contract Sum including this Change Order will be	\$ 19,972,339.33

The Contract Time will be increased by Zero (0) days. The date of Substantial Completion as of the date of this Change Order therefore is on or before December 16, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

DLR Group, inc.	Larson Construction Co., Inc.	Linn-Mar Community School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
1430 Locust Street	600 17 <sup>th</sup> Street SE	2999 North Tenth Street
Suite 200 / /	P.O. Box 112	Marion, IA 52302
Des Moines A 50808 / /	Independence, IA 50644	
ADDRESS	ADDRESS 1	ADDRESS
mance	SISLA	
BY (Signature)	BY (Signature)	BY (Signature)
Paul Arend	Travis Schwartz	Tim Isenberg, School Board President
(Typed name)	(Typed name)	(Typed name)
1115116	7.12-100	8-15-16
DATE	DATE	DATE

AIA Document G701<sup>TM</sup> – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 09:07:57 on 07/08/2016 under Order No.2038184618\_1 which expires on 04/27/2017, and is not for resale. (809582945)**User Notes:** 

1

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

Linn-Mar High School Additions & Renovations – Phase 2 DLR Group Project No. 11-13105-20

Attachment to Change Order CC-13

**General Contractor: Larson Construction** 

July 8, 2016

#### Item No. 1:

Cost for additional work for removal of existing epoxy paint painted on the floor discovered beneath the original existing and removed wrestling room floor system. Cost is for just the new exposed polished concrete finish areas in Corridors EL193 and EL194 – existing epoxy floor paint in Fitness EL32 not removed since resilient athletic flooring will be installed over existing painted conditions.

Pricing per Larson Construction correspondence COR #87 dated June 1, 2016, reviewed by DLR Group on June 24, 2016.

Total Item No. 1:	Add:	<u>\$1,471.02</u>

#### Item No. 2:

Cost to install furred-out gypsum wallboard chase walls at existing solid masonry walls for new plumbing at eyewash stations in Classroom E130 and Lab Prep E134.

Pricing per Larson Construction correspondence COR #90 dated June 3, 2016, reviewed by DLR Group on June 24, 2016 Total Item No. 2: Add: \$716.51

#### Item No. 3:

Per Owner's request, cost for new stainless steel counter at cashier window in Area B in lieu of using existing. Existing stainless steel counter was a partial counter not covering the entire opening -- new counter would wrap the entire opening.

Pricing per Larson Construction correspondence COR #91 dated June 6, 2016, reviewed by DLR Group on June 24, 2016.

Total Item No. 3: Add: \$434.56

#### Item No. 4:

Provide a credit to delete the previous Concrete Pavement and Aggregate Base and replace with Standard Heavy Duty concrete Pavement.

Pricing per Larson Construction correspondence PR CC-45 dated January 5, 2016, reviewed by DLR Group on June 1, 2016.

Total Item N	No. 4:
--------------	--------

<u>\_\_\_\_Deduct: \_\_\_\_(\$2,170.50)</u>

#### Item No. 5:

Per owner's request, cost for modifications and renovations to Classrooms E136, E158, E160, E162 and E164.

DLR Group Proposal Request CC-52R dated March 16, 2016. Pricing per Larson Construction correspondence dated May 18, 2016.

Total Item No. 5:	 Add:	\$ <u>39,891.00</u>

#### Item No. 6:

Cost for ceiling changes in Corridor BL 191 due to head condition at new corridor/fitness windows in response to RFI #163. Cost includes Owner requested bulkhead at bottom of corridor ramp. Also included were upgrades to ceiling and lighting in Stairs BLS1 and B1s1.

DLR Group Proposal Request CC-58R3 dated March 28, 2016. Pricing Larson Construction correspondence dated June 14, 2016.

Total Item No. 6:	Add:	\$6,042.78

#### Item No. 7:

Cost to fire-caulk and seal existing Corridor EL191 and corridor by Fitness EL32 in order to pass above ceiling inspections.

Pricing per Larson Construction correspondence COR #92 dated June 6, 2016, reviewed by DLR Group on June 24, 2016.

Total Item No. 7:	Add:	\$1,688.56

#### Item No. 8:

Cost for removing existing ceiling in Vestibule K090 to install new light fixtures.

Pricing per Larson Construction correspondence COR #93 dated June 6, 2016, reviewed by DLR Group on June 20, 2016.

Total Item No. 8:	Add:	\$147.36

#### Item No. 9:

Cost for Owner request to add 2" chilled water isolation valves to existing chilled water lines serving Little Theater K002 air handling units (quantity 2).

Pricing per Larson Construction correspondence COR #95 dated June 7, 2016, reviewed by DLR Group on June 20, 2016.

Т	otal	ltem	No.	9:

Add: \$3,874.15

#### <u>Item No. 10:</u>

Cost for removing and replacing a section of 1991 roof above a portion of the 1980's addition surrounded by the aqua-culture addition. Drainage of the roof was unknown until roof tear off of the adjacent roof area. New roof will be reconfigured with tapered insulation to drain onto adjacent reroof area.

Pricing per Larson Construction correspondence COR #97 dated June 10, 2016, reviewed by DLR Group on June 20, 2016.

Total Item No. 10:	Add:	\$4,163.39

#### Item No. 11:

Cost for removing hidden existing conditions above existing Media Center D149 ceiling. Existing conditions included eight (8) original high-bay light fixtures and 400 feet of circuiting, which would be a code violation and coordination hassle to leave in place.

Pricing per Larson Construction correspondence COR #99 dated June 13, 2016, reviewed by DLR Group on June 20, 2016.

Total Item No. 11:	 Add:	\$619.70

#### <u>ltem No. 12:</u>

Cost to delete removal and re-installation of new soffits and to add skim coating of existing soffits and bulkheads above existing corridor lockers. Cost includes cutting in new control joints in existing gypsum wallboard soffits. This work is a continuation of similar work performed under approved Proposal Request CC-42. Wood benches in locker alcoves in Area C have been retained.

Pricing per Larson Construction correspondence COR #102 dated June 14, 2016, reviewed by DLR Group on June 24, 2016.

Total Item No. 12:	Deduct:	(\$6,061. <u>0</u> 0)

#### Item No. 13:

Per owner's request, cost for modifying Toilet BLT2 under Option B by installing new water closet/flush valve, solid surface counter top with integral bowl, faucet and toilet accessories.

DLR Group Proposal Request CC-65R dated May 9, 2016. Pricing per Larson Construction correspondence dated June 3, 2016.

Total	ltem	No.	13:

Add: \$5,610.04

#### Item No. 14:

Rating and material changes to door and window openings based on shop drawing review.

DLR Group Proposal Request CC-31R4 dated October 21, 2015. Pricing per Larson Construction correspondence dated June 7, 2016.

Total Item No. 14:	 Add:	\$4,941.74

#### Item No. 15:

Per Owner's request, costs to install furring and gypsum wallboard on existing brick walls in Area G along perimeter with new addition. The costs reflect the removal of the requirement to patch in existing brick wall openings with salvaged brick to match. The costs also include a deduct for work not performed under Proposal Request CC-36, the removal and patching of existing brick wing wall areas, paid for by the district in Change Order CC-08, as this work is being covered up by new gypsum wallboard walls.

DLR Group Proposal Request CC-60R2 dated March 29, 2016. Pricing per Larson Construction correspondence dated June 20, 2016

Total Item No. 15:	Deduct:	(\$2,436.00)

#### <u>ltem No. 16:</u>

Cost to modify ceiling, bulkheads and light fixtures in Area H corridors due to existing conditions to remain in place, ductwork clearances and beam conflicts. Costs include adding, lowering and removing bulkheads, lowering ceilings and eliminating and redistributing lighting.

DLR Group Proposal Request CC-63R2 dated April 5, 2016. Pricing per Larson Construction correspondence dated June 14, 2016.

Total Item No. 16:	Add:	<u>\$1,456.11</u>

#### Item No. 17:

Owner requested cost to replace and provide additional power and data in miscellaneous rooms in Areas G and M as coordinated and discussed onsite on May 17, 2016, with district's IT Director.

DLR Group Proposal Request CC-68 dated May 24, 2016. Pricing per Larson Construction correspondence dated June 16, 2016.

Total Item No. 17:	Add:	\$ <u>27,371.62</u>

Item No. 18:

Cost for not removing and re-installing ceiling in Womens M0W2. Existing ceiling was determined to be in good condition.

Pricing per Larson Construction correspondence COR #106 dated June 27, 2016, reviewed by DLR Group on July 1, 2016.

Total Item No. 18: \_\_\_\_\_ Deduct: (\$1,128.00)

TOTAL AMOUNT OF CHANGE ORDER CC-13: Add: \$86,633.04

#### NOLTE, CORNMAN & JOHNSON P.C. Certified Public Accountants (a professional corporation) 117 West 3rd Street North, Newton, Iowa 50208-3040 Telephone (641) 792-1910

July 19, 2016

Linn-Mar Community School District Attn: J.T. Anderson 2999 North 10th Street Marion, IA 52302

We are pleased to confirm our understanding of the services we are to provide Linn-Mar Community School District for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the entity's basic financial statements, of Linn-Mar Community School District as of and for the year ended June 30, 2016. Accounting standards generally accepted in the United States provide certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Linn-Mar Community School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Linn-Mar Community School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis.
- 2. Budgetary Comparison Schedule of Revenues, Expenditures/Expenses and Changes in Balances.
- 3. Notes to Required Supplementary Information Budgetary Reporting
- 4. Schedule of the District's Proportionate Share of the Net Pension Liability.
- 5. Schedule of District Contributions
- 6. Notes to Required Supplementary Information Pension Liability
- 7. Schedule of Funding Progress for the Retiree Health Plan (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Linn-Mar Community School District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the

financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1. Schedule of expenditures of federal awards (if applicable).
- 2. Any additional schedules as required.

The following information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. CAFR statistical schedule data (if applicable).

#### Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) (if applicable).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance is of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Audit or Single Audit (as applicable). Our reports will be addressed to the Board of Education of Linn-Mar Community School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise

in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. general accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards (if applicable); federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed,

will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance (if applicable).

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance (if applicable).

#### Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Linn-Mar Community School District's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Linn-Mar Community School District's major programs. The purpose of these procedures will be to express an opinion on Linn-Mar Community School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance (if applicable).

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards (if applicable), and related notes of Linn-Mar Community School District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards (if applicable), and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management

and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards (if applicable), and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provision of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan (if applicable). The summary schedule of prior audit findings should be available for our review on the final day of field work.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) (if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in

the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards (if applicable), and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidential information will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Linn-Mar School District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nolte, Cornman & Johnson P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the federal and state departments of education or its designee, the office of the auditor of state, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nolte, Cornman & Johnson P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by federal and state departments of education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as scheduled and to issue our report no later than March 31, 2017. Nancy Janssen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed **\$ 24000**. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered at 40% of contract after field work is completed and final bill after report is delivered. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Linn-Mar Community School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

No16. Orn MAn Stohnson PC

Nolte, Cornman & Johnson P.C.

RESPONSE:

This letter correctly sets forth the understanding of Linn-Mar Community School District.

Board President:		_Date:
Business Manager:	2.fl-	_Date:

## planwith**ease**.com

### 403(b) Plan Provisions - Investment Provider Update

Formal Name of 403(b) Plan lowa Retirement Investors' Club

#### A. EMPLOYER INFORMATION

Employer Name Linn-Mar CSD		EIN	42-0872010	
Address 2999 N 10th St				
City Marion	State IA	Zip <u>52302</u>	Phone <u>319-730-3673</u>	

#### B. APPROVED INVESTMENT PROVIDERS (IP) WITHIN THE PLAN

Please list the IP being added or where there is a change in information. Please note in column 1 if the line is a new addition or a change to an existing provider.

New or Change	IP Name	IP products allowed in the Plan	Information sharing agreement in place (Y/N)	Grandfathered IP? (Y/N)
New	Annuity Investors Life Insur Co	Flex Max, Great Flex 6, Flex Max +	Y	
New	Security Benefit	Advisor MF 3-7; NEA Valuebuilder 1-3	Y	
New	AXA Advisors	Equivest Series 901	Y	
New	EFS Advisors	EFS Advisors Choice 403b	Y	
New	Lincoln Investment	Retirement Solutions	Y	
		· · · · · · · · · · · · · · · · · · ·		
		l		

#### C. DESELECTED INVESTMENT PROVIDERS WITHIN THE PLAN

Please list new providers no longer receiving contributions under your Plan.

Deselected IP Name Have contributions been sent to Information sharing agreen in place? (Y/N)			
Deselected IP Name	this IP after 12/31/2004	in place? (Y/N)	
	·····		
		1	

#### D. AUTHORIZATION

I certify that the information contained in this document accurately reflects the provisions of my 403(b) plan. Voya Retirement Insurance and Annuity Company is authorized to rely on the information contained herein in providing administrative services through planwithease.com until I notify them in writing of any changes to this information.

Linn-Mar CSD	
Employer Name	
Signed By:	
Printed Name: Tim Isenberg	
Title: Board President	

#### DWELLING UNIT RENTAL AGREEMENT

IT IS AGREED, by and between Linn Mar Community School District, Landlord, and Ryan Hunt, Tenant:

Landlord hereby lets to Tenant, and Tenant hereby leases from Landlord, the following described premises situated in Linn County, Iowa, to-wit:

Farm house and surrounding yard locally known as 2969 C Avenue Extension, N.E., Cedar Rapids, Iowa and located on the real estate legally described as NW NW Section 23- 84-7, Linn County, Iowa, except the Public Highway,

hereinafter referred to as the "dwelling unit", in consideration of the mutual promises of the parties herein, and upon the following terms, provisions and conditions:

1. **TERM**. The duration of this Rental Agreement shall be from July 1, 2016 to and including the 1st date of July, 2017.

2. **RENT**. Tenant agrees to pay to Landlord, as rental for said term, as follows: \$400 per month, in advance, the first rent payment becoming due upon execution of this Agreement and the remaining payments pursuant to this Agreement, in advance, on the 1st day of each month thereafter during the term of this Rental Agreement, with interest on all delinquent rental at 9% per annum. If the first month of the lease term is a partial calendar month, then the rent for said month shall be prorated accordingly.

All sums shall be paid to the Landlord at 2999 N 10th Street, Marion, Iowa 52302 or at such other place as Landlord may, from time to time, direct.

3. **DEPOSIT SECURITY**. No security deposit shall be required. However, if Tenant is delinquent on making rental payments on two occasions within one twelve month calendar period, then Landlord shall have the right to demand payment of a \$500 security deposit from Tenant, to be held and disbursed as a rental deposit pursuant to the provisions of the Iowa Uniform Residential Landlord and Tenant Act.

4. USE-ABSENCES. Unless otherwise agreed in writing, Tenant shall occupy and use the abovedescribed property as a dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the premises not later than the first day of the extended absence.

5. UTILITIES. Utilities shall be furnished and paid for by the Tenant, including without limitation electricity, water, gas, telephone and trash removal.

6. UTILITY RATES. Tenant hereby acknowledges that Landlord, or the person authorized to enter into this Rental Agreement on Landlord's behalf, has heretofore fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay, other than those to be paid by Tenant directly to the utility company furnishing service.

7. MANAGER. J.T. Anderson, whose address is 2999 N 10th Street, Marion, Iowa 52302, is the person designated by Landlord to manage the premises (and to receive and receipt for all notices and demands upon the owner of the premises).

8. MAINTENANCE BY LANDLORD. Not applicable.

9. MAINTENANCE BY TENANT. Tenant shall be responsible, at Tenant's sole expense, for any and all upkeep, maintenance, repair or replacement related to the dwelling unit, including without limitation:

(a) Comply with the requirements of applicable building and housing codes materially affecting health and safety.

(b) Make all repairs and do whatever is necessary to put and keep the dwelling unit in a fit and habitable condition.

(c) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord.

(d) Supply running water and reasonable amounts of hot water at all times and reasonable heat.

(e) Keep that part of the premises that Tenant occupies and uses as clean and safe as the condition of the premises permit.

(f) Dispose from the dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner.

(g) Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.(h) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises, or

knowingly permit a person to do so.

(i) Be responsible for all law and yard care and snow and ice removal.

10. **RULES**. Landlord may, from time to time, and in the manner provided by law, adopt written rules concerning the Tenant's use and occupancy of the premises and deliver them to Tenant.

11. ACCESS. Landlord shall have the right, subject to Tenant's consent, which consent shall not be unreasonably withheld, to enter the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; provided, however, that Landlord may enter the dwelling without Tenant's consent, in case of emergency and as otherwise provided in the Iowa Uniform Residential Landlord and Tenant Act.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Rental Agreement, nor sublet the dwelling unit, or any portion thereof, without the written consent of Landlord.

13. FIXTURES AND IMPROVEMENTS. Tenant shall leave upon, and surrender to Landlord, with the premises at the termination of this Rental Agreement, all locks, brackets for curtains, and all other fixtures attached to doors, windows or woodwork, and all alterations, additions or improvements made by Tenant, without any payment therefor. Tenant shall make no structural alterations without Landlord's written consent.

14. FIRE OR CASUALTY DAMAGE. If the dwelling unit or premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, Tenant may (i) immediately vacate the premises and notify Landlord within fourteen (14) days of Tenant's intention to terminate this Rental Agreement, in which case this Rental Agreement shall terminate as of the date of vacating, or (ii) if continued occupancy is lawful, vacate only that part of the dwelling until rendered unusable by the fire or casualty, in which case, Tenant's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the dwelling unit. If this Rental Agreement is terminated under the provisions of this paragraph, Landlord shall return to Tenant all prepaid rent and security recoverable under the Iowa Uniform Residential Landlord and Tenant Act. Accounting for rent in the event of termination or apportionment shall occur as of the date of the casualty.

15. NONPAYMENT OF RENT. In addition to Landlord's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Tenant fails to pay the rent within three (3) days after notice by

Landlord of nonpayment and the Landlord's intention to terminate this Rental Agreement if the rent is not paid within that period of time, then Landlord may terminate this Rental Agreement.

16. **PRESENT AND CONTINUING HABITABILITY**. Tenant has inspected the property and fixtures, and acknowledges that they are in a reasonable and acceptable condition of habitability for their intended use, and that the rent agreed upon is fair and reasonable in this community for premises in their condition. In the event that the condition changes so that, in Tenant's opinion, the habitability and rental value of the premises are affected, then Tenant shall promptly give reasonable notice to Landlord. Notwithstanding anything herein to the contrary, Tenant accepts the dwelling unit in its current condition, and Landlord shall not, at any time, be obligated to make any improvements to the dwelling unit.

17. NOTICES. Any notice, for which provision is made in this Rental Agreement, shall be in writing, and may be given by either party to the other, in addition-to any other manner provided by law, in any of the following ways: (i) by personal delivery (ii) by service in the manner provided by law for the service of original notice, or (iii) by sending said Notice by certified or registered mail, return receipt requested, to the last known address. For purposes hereof, the place for the payment of rental as provided in Paragraph 2 above, shall be the place designated by Landlord for the receipt of any such notice; and, unless otherwise provided herein, Landlord shall receive and receipt for all notices and demands upon the owner of the premises.

18. CONSTRUCTION. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.

19. ENTIRE AGREEMENT. This writing, including any addendum attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation or promise with reference to this Rental Agreement, or the premises leased, or any repairs, alterations or improvements, or any change in the term of this Rental Agreement, shall be binding upon either of the parties unless in writing and signed by both Landlord and Tenant.

20. LEAD-BASED PAINT. See attached Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, and the attached pamphlet, Protect Your Family From Lead in Your Home.

21. CERTIFICATION. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly or indirectly on behalf of, or instigating or facilitation this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

#### 22. ADDITIONAL PROVISIONS.

A. Termination. Tenant shall have the right to terminate this Agreement at any time upon at least 60 days' written notice to Landlord.

Dated: <u>Tuly 25</u>, 2016.

#### LANDLORD

TENANT

Ryan Hunt

By: \_\_\_\_\_

Linn Mar Community School District

Title: Board President

By: \_\_\_\_\_ Title: Board Secretary



#### SOFTWARE LICENSE AND SOFTWARE SUPPORT AGREEMENT (the "Agreement")

Client Name	Linn- mar CSD
Address	2999 NIOth St
City/State/Zip	Indrian IA 52302
<b>Contact Person</b>	Angle macrison
<b>Contact Phone</b>	319 730 3473
Fax Number	
Email Address	amarrison @linnmar. K12. ja. 45

The following are the terms and conditions under which Integrated Register Systems, Inc., dba InTouch Receipting ("we", "us" or "InTouch Receipting") agrees to license the proprietary computer programs listed below, along with all related documentation supplied therewith, (collectively, the "Software") to the above-named Client ("you" or "Client"). The term "Software" includes any corrections, improvements and enhancements to the Software programs and documentation provided to you by us.

#### SOFTWARE: As listed in the purchase order and in Appendix A as available

BY INSTALLING THE SOFTWARE, USING THE SOFTWARE OR AUTHORIZING ANY OTHER PERSON TO DO SO, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE OR UPDATES.

USING THE SOFTWARE OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ON-LINE AUTHORIZATION, VALIDATION AND USE OF THE SOFTWARE. CURRENT AND PAID SOFTWARE SUPPORT AGREEMENT IS REQUIRED TO USE ANY OF THE SOFTWARE APPLICATIONS.

1. LICENSE. In consideration of payment of the license fee for the Software, the amount of which is shown on your Order Confirmation, attached hereto and by this reference made a part hereof, we hereby grant to you and you hereby accept from us a non-exclusive, non-transferable and revocable twelve (12) month license to use the Software, in compiled, object code form only, in accordance with the terms and conditions of this Agreement. The Software may be used only by you for your internal business purposes. Some of the Software may be owned by third parties and sublicensed to you. You acknowledge that the Software is protected by United States copyright law and international treaty provisions, and that the Software programs contain trade secrets of ours and our third party licensors. All right, title and interest in and to the Software belong to, and remain in, us and our licensors, except for the right to use it in accordance with this Agreement. You agree not to reverse engineer, disassemble, or reverse compile any Software object code, or otherwise derive any source code therefore. Except as expressly permitted in this Agreement or the applicable documentation, you agree not to modify, customize, adapt, translate, enhance or change any of the Software, or create any derivative works based on the Software, or otherwise reduce the Software to any humanly perceivable form nor permit any third party not authorized by us to do so.

You may copy the Software programs as necessary for backup and archival purposes and as is essential to use them on a computer or computer network, as described below. You may not otherwise copy the Software for any purpose. You agree not to remove, nor permit the removal of, any proprietary notice or legend contained on or in the Software, and will include all notices included in and on the original media ("Media") in and on all copies made by you.

All right, title and interest in or related to the Software, is and will remain the exclusive property of InTouch Receipting whether or not specifically recognized or perfected under local applicable law. The source code, object code and embodied trade secrets are not licensed to you.

You agree that you will take no action that reasonably jeopardizes InTouch Receipting's proprietary rights or acquire any right in the Software, except for the license granted under this Agreement. InTouch Receipting will own all rights in any copy, translation, modification, adaptation or derivation of the Software, including any improvements or developments of the Software.

Software License Agreement 11/2015



#### 2. SERVICES, MAINTENANCE AND ERROR CORRECTION.

In the absence of a separate written agreement between Client and InTouch Receipting concerning Software support and maintenance services ("Support/Maintenance"), Client agrees that all Support/Maintenance shall be provided solely and exclusively by InTouch Receipting. InTouch Receipting will provide Support/Maintenance assistance to the Client when the Client experiences a malfunction or error with the use of the Software. As part of the required annual Software Support/Maintenance agreement, InTouch Receipting will provide help desk services and Support/Maintenance in an appropriate manner to allow the Client to use and manage the Software. Support services include the licensed modules and interfaces in the Client's purchase order and subsequent payment. If there was an RFP or formal quote any special provisions included in the RFP/Quote document would supersede this Agreement.

A. The Software Support Agreement and Help Desk Functions

1. Correct any defects or replace any of the Software found to be in substantial non-conformance with the program specifications;

2. Provide the Client with enhancements, as they become available, to the Software. InTouch Receipting reserves the right to determine what constitutes an enhancement; enhancements and Software updates are included as part of this Agreement. Enhancements and updates under this Agreement are those provided under the standard InTouch Receipting Software update/build not custom programming or report preparation; 3. Provide reasonable remote technical Support/Maintenance assistance and consultation to the Client with respect to use of the Software;

4. Not to include updates to the Client's operating system.

5. Help desk functions are to assist in Client questions about Software use, reporting, best practices and will be provided by phone, email, web, remote sessions and other methods providing best service to the Client. Help desk functions are not designed as a substitute for training.

6. Users of InTouch Receipting will be invited to user group meetings at a venue set by InTouch Receipting. There may be an additional fee for attending user group meetings, travel and other costs are the responsibility of the Client.

Any assistance required to fulfill InTouch Receipting's obligations under this Agreement, will be provided at no additional charge unless such assistance is found to be the result of Client's: hardware failure, user error, neglect or negligence. Assistance required as a result of such failure, user error, neglect or negligence will be compensated by the Client at InTouch Receipting's standard hourly rate then in effect, plus reasonable expenses for transportation, meals and lodging.

#### B. Excluded Service

InTouch Receipting is not obligated to provide service under the Agreement for service necessitated by vandalism, theft, misuse, hardware malfunction, Client neglect, acts of third parties, fire, water, casualty, act of God, mob violence, labor disputes, malfunction of affiliated equipment, unauthorized modification of the Software, electrical failure, accidents, climatic conditions, or from other causes unrelated to the ordinary operation of the Software. InTouch excludes services to protect data, data transmission, and data access by unauthorized persons by any methods including software with malicious intent. This Agreement is void if service is performed on the Software by unauthorized individuals, or if attempts are made to modify the Software or use the Software in a manner not set out in the instruction manual or license agreement. Should it be necessary to perform services outlined in this Agreement at the Client's site, Client shall be responsible for reasonable actual out-of-pocket expenses incurred in travel.

#### C. Response Time

There is no guarantee regarding the resolution time to a service call from the Client, however, InTouch Receipting will extend efforts to respond promptly and triage the service call. InTouch Receipting will respond to Software service calls in the order received and will make every effort to respond within the same work day. Resolution capability depends on if InTouch Receipting or the Client is hosting the applications. If the Client is self-hosting, resolution time is dependent on remote access and other Client restrictions. If InTouch Receipting is hosting the applications, our resolution time is not as dependent on the Client technical staff.

InTouch Receipting, however, has established a priority coding system for each problem reported.

1.'A' Priority - A Software error renders the entire system inoperable. Resources assigned within one (1) hour. Resources continue to work on the problem during normal business hours (and then some) until the problem is resolved. Average resolution time in a few hours and depends on Client technical staff in most cases to resolve.

2. 'B' Priority - A Software error is detected for a system module which seriously impairs systems operations, but does not render it "down." Resources are assigned within four (4) hours and remain assigned until



completed, work continues during normal business hours.

3. 'C' Priority - Minor problem, but sufficient severity as to warrant correction before the next Software release. Generally completed within 30 days.

4. 'D' Priority - "Would like" and minor problems which will be incorporated in future Software releases. In Touch Receipting reserves the right to determine "would like" relevance to the package and the scheduling of the development and release of such items.

D. Excused Performance

Neither party shall be liable for any failure to perform or delayed performance of any obligation under this Agreement if such performance is prevented, hindered or delayed for any cause beyond its reasonable control of, including, without limitation, any labor dispute, strike or other industrial disturbance, act of God, flood, shortage of materials, earthquakes, casualty, war, act of public enemy, riot, insurrection, embargo law, blockage, action, restriction and regulation or order of any government, government agency or subdivision thereof, or climatic conditions.

**3.** AUTHORIZED USE. The number of copies/sites of Software licensed by you is specified by number of sites, ADM (average daily (school) membership) or other methods in the purchasing process. You may use each licensed copy of the Software programs on many terminals in a building without restriction. For the purposes of a site license, a site is considered a high school, a middle school, district office, and alternative school, for example. There may be more than one site license in a building for a student store or other specialized use – these sites will require a support agreement and a software licensing agreement.

The Software may require the entry of license codes in order to operate outside the term of this Agreement. You acknowledge that a signed copy of this Agreement must be sent, via fax, email, or by delivering the original signed version of this Agreement to us in order to receive the codes required to operate the Software after the contracted period.

4. VALIDATION. During installation, un-installation, updating, any license management activities and the use of the Software, the Software will send information to InTouch Receipting about the Software, the Terminal (the terminal the computer where InTouch is operating) and information about the Software currently or previously installed on such Terminal. The information sent to InTouch Receipting may include, but is not limited to, information derived from the hardware configuration of the Terminal, such as Hard Drive serial number, NIC card MAC address, BIOS firmware, CPU type and OS type, and (ii) information about existing or past Software installations and items of a similar nature, (iii) most recent TouchBase transaction, (iv) licensed site count and active site count, (v) number of credit card transactions, (vi) duplicate account codes. By using the Software, you consent to the transmission of this information. Under no circumstances will student data be transferred to InTouch Receipting or elsewhere unless it is part of a support or programming effort approved by the Client, which approval shall be given or withheld at the sole discretion of the Client. InTouch Receipting respects the confidentiality of all information contained in the database and under no circumstances will InTouch Receipting respects the confidentiality of all information contained in the database and under no circumstances will InTouch Receipting share this information with any party. InTouch Receipting does not and will not store credit card information in any application.

5. CONFIDENTIALITY. For purposes of this Agreement, "Confidential Information" means any data or information obtained from one party hereunder and provided to the other party, that is valuable and not generally known by the public, including without limitation, any data or information defined herein as a Trade Secret, but which is determined by a court of competent jurisdiction not to rise to the level of a trade secret under applicable law, "Proprietary Information" means, collectively, Confidential Information and Trade Secrets. "Trade Secret" means information without regard to form, which: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Disclosing Party" means the party disclosing Proprietary Information, whether such party is you or us, and "Recipient" is the party receiving Proprietary Information, whether such party is you or us. InTouch Receipting and Client acknowledge and agree that during the term of this Agreement each party will have access to and disclose to the other Proprietary Information. Client acknowledges and agrees that the object code and source code of the Software contain Trade Secrets of InTouch Receipting and the Software contains Trade Secrets of InTouch Receipting's licensors. Each party acknowledges the risk due to unauthorized disclosure or unauthorized use of Disclosing Party's Proprietary Information will cause great injury and harm to the Disclosing Party. Recipient covenants and agrees that it shall not, without the prior written consent of Disclosing Party, or as set forth herein, directly or indirectly, (i) disclose, divulge, distribute, publish,



reproduce, decompile, reverse engineer, transmit or transfer to others Disclosing Party's Proprietary Information, or any portions thereof, by any means or in any form, (ii) make use of the Proprietary Information other than as expressly permitted under this Agreement, or (iii) disclose, in whole or in part, any of Disclosing Party's Proprietary Information to any individual, entity or other person, except to those of Recipient's employees or representatives who (a) require access for Recipient's authorized use of Disclosing Party's Proprietary Information, and (b) agree to comply with the use and non-disclosure restrictions stated in this Agreement. R e c i p i e n t may not use Trade Secret information contained in the Software to develop computer programs that interface or interact with the Software. If an unauthorized use or disclosure occurs, Recipient will immediately notify Disclosing Party and assist Disclosing Party in recovering Disclosing Party's Proprietary Information and prevent its subsequent unauthorized use or dissemination. The restrictions set forth herein shall continue (i) with respect to the Trade Secrets for as long as such information continues to be a Trade Secret under applicable law, and (ii) with respect to Confidential Information, for a period of five (5) years from the date of expiration or termination of this Agreement.

6. CLIENT RESPONSIBILITIES. You agree to: (a) upon the execution of this Agreement designate in writing individuals as the representatives of Client (the "Client Representatives"), who shall be authorized to make decisions, approve plans, and grant requests on your behalf in connection with the installation of the Software, and (b) reasonably cooperate with us by, among other things, making available as reasonably required by us, management decisions and personnel in order that our work contemplated hereby may be properly accomplished during the term hereof. You hereby authorize us to rely on all communications from and decisions of the Client Representatives.

7. TERM. The Software license granted in this Agreement is valid for twelve (12) months from the date you select – which may or may not align with the fiscal year. Client may terminate this Agreement at any time by notifying us in writing at least thirty (30) days in advance of any proposed termination. InTouch Receipting may terminate this Agreement if Client commits a material breach of any of the terms or conditions of this Agreement or fails to pay the required fees for Support/Maintenance, but only after thirty (30) days written notice to Client and an opportunity to cure any such breach or failure to pay. Upon any termination of the license, you will promptly return or destroy, as instructed by us, all Software provided to you, destroy all copies of the Software made by you, and, upon our request, confirm in writing to us that you have complied with your obligations under this paragraph 7.

Upon termination of the Software license by lapse of time or otherwise, the Software shall cease to function or the client will stop using the software. If the software is hosted by InTouch receipting, upon termination, InTouch will provide a complete MS SQL backup of data. If the software is hosted by the district or other organization, the database backup should be requested by the Client. The client should print out all reports in detail for future reference. The client could request a custom data query from InTouch which would be provided at standard rates for data extract with output in a format requested by the client and supported by MS SQL. Additionally, the client has the ability to use the software to generate tab-delimited extracts for transactional data as part of the core functionality. A MS SQL data backup can be requested at any time only subject to fees related to InTouch technical support time required to run the SQL backup and electronically provide to the district.

THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR A 12 MONTH PERIOD with paid support agreement and neither party requesting termination.

8. INFRINGEMENT WARRANTY AND INDEMNITY. Notwithstanding anything herein to the contrary, we warrant to you that: (a) we have title to, or the authority to grant sublicenses to, the Software, and (b) the Software, as delivered by us, will not purposefully infringe any copyright, patent, trade secret, or other intellectual property rights enforceable in the United States of America.

9. DISCLAIMER OF WARRANTIES. Unless expressly stated otherwise herein, THE SOFTWARE IS PROVIDED TO CLIENT IN "AS-IS" CONDITION WITH NO WARRANTY. INTOUCH RECEIPTING DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, MEDIA, AND RELATED MATERIALS, INCLUDING ANY REPRESENTATION AND WARRANTY OF QUALITY, SECURITY, OR ACCURACY AND THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY. INTOUCH RECEIPTING DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER DEFECTS. IF CLIENT IS A RESIDENT OF A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS DO NOT APPLY, AND THE



IMPLIED WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM YOUR FIRST USE OF THE SOFTWARE.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL INTOUCH RECEIPTING, ITS SUBSIDIARIES. OR LICENSORS, OR ANY OF THE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO CLIENT UNDER ANY CLAIM ALLEGING, AMONG OTHER THINGS, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION), WHETHER FORESEEABLE OR UNFORESEEABLE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, OR SERVICES, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF INTOUCH RECEIPTING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. INTOUCH RECEIPTING'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO THE AMOUNT OF MONEY PAID TO INTOUCH RECEIPTING BY CLIENT FOR THE PURCHASE OF THE LICENSE OF THE SOFTWARE THAT CAUSED THE DAMAGES. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OF INCIDENTAL DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CLIENT. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTOUCH RECEIPTING AND CLIENT. INTOUCH RECEIPTING WOULD NOT HAVE PROVIDED THE SOFTWARE WITHOUT SUCH LIMITATIONS.

11. ASSIGNMENT OF LICENSE. Client may not rent, or sublicense (including offering the Software to third parties on an applications service provider or time-sharing basis), assign, give away, loan, resell for profit, or distribute the Software, the Media, or related materials or create derivative works based upon the Software or any part thereof. Client may not assign or transfer its rights and obligations under this Agreement without registration with InTouch Receipting and, unless the transfer is registered with InTouch Receipting, any purported assignment or transfer shall be null and void. InTouch Receipting may at any time assign all or a portion of its rights and duties under this Agreement with the consent of Client, which consent shall not be unreasonably withheld.

12. ADDITIONAL LICENSE AGREEMENTS. InTouch Receipting software operates under Microsoft SQL database and Operating systems – these systems are not included in the scope of this Agreement.

13. GOVERNING LAW. The validity and performance of this Agreement shall be governed by Washington law (without reference to choice of law principles), except as to copyright and trademark matters, which are covered by federal laws. This Agreement is deemed entered into in Tacoma, WA and shall be construed as to its fair meaning and not strictly for or against either party.

14. NO WAIVER. Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other party.

15. SEVERABILITY. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

16. HEADINGS. Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

17. EXPORT RESTRICTIONS. Client acknowledges and agrees that the Software is subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations ("the Acts"). Client agrees and certifies that neither the Software nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. Client agrees and certifies that Client is not a citizen or permanent resident of Cuba, Iran, North Korea, Libya, Sudan or Syria.

18. U.S. GOVERNMENT. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101



(OCT 1995), consisting of "commercial computer software" AND "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and the Department of Defense Federal Acquisition Regulations Sections 252.227-7014(a) (1), (5). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4 (JUNE 1995), all U.S. Government End Users acquire the Software (or Licensed Product) with only those rights set forth herein.

19. CONSUMER INFORMATION AND PRIVACY. For details about InTouch Receipting's privacy policies, please refer to the InTouch Receipting Privacy Statement contained on a web site designated by InTouch Receipting (www.intouchreceipting.com).

20. TRADEMARKS. InTouch Receipting, the InTouch Receipting logo, InTouch Receipting Manager, TouchBase, and InTouch Receipting Athletic Director, among others, are registered trademarks and/or registered service marks of InTouch Receipting in the United States of America and other countries.

21. NO LIMITATIONS. This Agreement does not limit any rights that InTouch Receipting may have under trade secret, copyright, patent, or other laws. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

22. GENERAL. All the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their successors, legal representatives and permitted assigns.

23. ENTIRE AGREEMENT. This Agreement constitutes the final, complete and exclusive statement of the agreement between InTouch Receipting and the Client in respect of the subject matter hereof. This Agreement shall govern any services or content related to the Software, unless such services or content are subject to a separate written agreement between Client and InTouch Receipting. However, the limitations of liability and disclaimer of warranties in this Agreement shall apply to InTouch Receipting with respect to such content or services except to the extent provided otherwise in a separate written agreement approved by InTouch Receipting between Client and InTouch Receipting.

24. INDEMNIFICATION. InTouch Receipting agrees to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, trustees, employees, agents, contractors and consultants against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, experts' fees, and other legal costs to the extent caused by InTouch Receipting's breach of this Agreement or its negligent acts or omissions in its performance of services under this Agreement and that of its officers, employees, subcontractors, or anyone for whom InTouch Receipting is legally liable. InTouch is not required to indemnify for data breeches, malicious software, individuals 'hacking' or injecting software in client-hosted or InTouch-hosted environments.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless InTouch Receipting, its officers, directors, shareholders, employees and agents against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, experts' fees, and any other legal costs to the extent caused by the negligent acts or omissions of Client, its employees, agents, consultants or anyone for whom Client is legally liable.

25. INDEPENDENT CONTRACTOR. InTouch Receipting shall conduct its services and work as an independent

Agent/Contractor with respect to Client. InTouch Receipting agrees that it will, at all times, represent to third persons and to the public generally and to all governmental bodies, including, but not limited to, federal, state or local authorities that the services and work performed by InTouch Receipting with respect to Client is that of an independent agent/contractor and that such is the sole relationship between the parties. It is expressly understood that InTouch Receipting is not in any way constituted the legal representative of Client for any purpose whatsoever. Client shall deduct no income tax or other withholdings whatsoever from payments due InTouch Receipting.



Appendix A – Software Applications Available

InTouch Software Applications Covered Under this Agreement (Client may not have purchased or implemented any of these modules or applications – only licensed modules apply to this agreement)

InTouch Receipting (InTouch Terminal and InTouch Manager) TouchBase Athletic and Activity Module Accounting Interface Student Information Interface Library Interface Student Store Module FundTracker Module Food Service Interface Schedule Interface Lockers Module

[signature page follows]



In accordance with paragraph 6 above, Client appoints the following Client Representatives:

CLIENT REPRESENTATIVE A:	Angle Morrison
CLIENT REPRESENTATIVE B:	JT Anderson

By signing below, the parties accept the terms and conditions of this Agreement effective on the later of the dates below.

CLIENT:

#### INTOUCH RECEIPTING

Authorized Signature	- Authorized Signature	
Printed Name	Printed Name	
Title	Title	
Date	Date	



## AGREEMENT FOR ATHLETIC TRAINING SERVICES

This Agreement FOR THE PURCHASE OF SERVICES is made and entered on this 1<sup>st</sup> day of August, 2016 by and between UNITYPOINT - ST. LUKE'S METHODIST HOSPITAL having its principal place of business in Cedar Rapids, Iowa, an Iowa nonprofit corporation (hereinafter referred to as "St. Luke's") and LINN-MAR COMMUNITY SCHOOLS (hereinafter referred to as "School") having its principal place of business in Marion, Iowa, WITNESSETH:

WHEREAS, the School maintains an athletic department which, among other things, includes boy's and girl's interscholastic teams and,

WHEREAS, St. Luke's, among other things, maintains a sports medicine program which specializes in the prevention and treatment of athletic related injuries and,

WHEREAS, the School desires that St. Luke's provide certain athletic training services for its boy's and girl's interscholastic programs and St. Luke's is willing to provide such services through its employees and facilities during the forthcoming year, and

WHEREAS, the parties have reached certain agreements and understandings concerning the terms and conditions under which the said athletic training services will be provided, and wish to reduce said agreements and understanding to writing.

**NOW, THEREFORE,** in consideration of the provision of such services, the payment therefore, and the mutual covenants of the parties hereinafter set forth, it is agreed by and between parties hereto as follows:

- 1. <u>SERVICES PROVIDED BY ST. LUKE'S.</u> St. Luke's, through its Sports Medicine Program, agrees to provide the following services to the School:
  - a. A 1.5 FTE of a certified licensed Athletic Trainer employed by St. Luke's for an annual fee of \$29,085.31 paid annually to St. Luke's Hospital for the next three school years with a 5% increase in compensation annually as part of its commitment to provide complete medical services to the community.
  - b. It is agreed and understood that the athletic training services will be provided to the "School", both high school and middle school, and may involve either boy's or girl's teams and the exact times at which the St. Luke's athletic trainer will be available for services shall be determined, from time to time, by mutual agreement of the St. Luke's Outpatient Rehabilitation Manager and the School's Athletic Director. The team that may receive athletic training services include:

football	volleyball	baseball
basketball (boys/girls)	track & field (boys/girls)	tennis (boys/girls)
wrestling	softball	swimming (boys/girls)
golf (boys/girls)	cross country (boys/girls)	soccer
bowling		

In the event of simultaneous events, athletic training coverage will be determined by the "School's" Athletic Director.

- c. Schedules of practices and events of all teams covered by this agreement shall be submitted by the "School" to St. Luke's five days prior to the start of an event season.
- d. Planned changes to the event schedule will be communicated in writing to St. Luke's within three days of the scheduled event. St. Luke's will notify the "School" if athletic training services will not be provided within three days of the scheduled changed event.
- e. Provide, upon written request by "School", educational programs to athletes, parents, and/or coaches.
- f. It is understood by the parties that St. Luke's, will not provide transportation to athletes, coaches, or other School staff members.
- 2. <u>OBLIGATIONS OF THE SCHOOL</u>. In consideration for the services performed, the "School" agrees to pay St. Luke's as follows:
  - a. Said compensation shall be payable in four payments to coincide with the completion of each school quarter at an annual fee of \$29,085.31 with a 5% increase in compensation annually for the services provided by St. Luke's athletic trainer.
  - b. Recognition of the service provided to the athletes of School by St. Luke's Sports Medicine via event programs. Athletic trainer clothing, bags and equipment used by the athletic trainer may display recognized logo of St. Luke's Sports Medicine program.
    - i. Professional profiles of staff who provide services to the athletes will be permitted in programs. The profiles are to include only the accomplishments, experiences and credentialing of the individuals as it relates to the services performed within the contract.
  - c. Provide for use by the certified athletic trainer a stand-alone athletic training facility no smaller than 15x15 feet with a locking door and limited access to the facility. The athletic training facility shall contain all necessary equipment including: one (1) treatment table, a hot and cold clean water source, and ice machine, two (2) ice chest coolers, a hydrocollator machine, access to grounded electrical outlets, a storage area with convenient access to the athletic training room, a desk with a secured filing area and a telephone. It is agreed and understood that any anticipated expenses for supplies and equipment for the certified athletic trainers use will be reviewed, approved and provided by the Athletic Director under this Agreement by the "School".
- 3. <u>GENERAL CONDITIONS.</u> The following general conditions govern performance under this Agreement:
  - a. <u>Certification and Licensure</u>. All athletic trainers provided to "School" under this Agreement shall be certified by the National Athletic Trainers' Association Board of Certification and hold licensure from the State of Iowa.
  - b. <u>Unavailability of Athletic Trainer.</u> St. Luke's agrees to make a good faith effort to provide an athletic trainer for each event governed by this Agreement. If St. Luke's is unable to provide "School" with an athletic trainer, St. Luke's will provide "School" reasonable notice of the situation. If, after reasonable attempts

have been made by St. Luke's, no coverage can be provided, St. Luke's assumes no liability for event coverage.

- c. <u>Responsibility of Actions.</u> St. Luke's agrees to assume responsibility for the actions taken by the certified athletic trainer within the scope of practice as defined by the National Athletic Trainers' Association and the State of Iowa.
- d. Athletic trainer is covered by St. Luke's professional malpractice insurance while performing the services of this Agreement.
- 4. <u>TERMS AND TERMINATION</u>. The term of this agreement shall be for three (3) years commencing August 1<sup>st</sup>, 2016 and concluding July 31<sup>st</sup>, 2019. At the conclusion of the current term, St. Luke's or the "School" shall have the right to terminate the Agreement by giving fifteen (15) days written notice of its intent to the other. Notwithstanding the stated term and renewals thereof, this Agreement may be terminated as follows:
  - a. <u>For Cause</u>. For cause by either party upon giving the other party not less than fifteen (15) days prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective; provided, that in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subparagraph consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.
- <u>NOTICES.</u> Any notice required to be given by this Agreement shall be sufficient if in writing and if personally delivered to the addressee or, if mailed, by United States mail, certified or registered mail with return receipt requested, postage prepaid, to in the case of St. Luke's:

St. Luke's Methodist Hospital Attn: Denise Walker, Director, Physical Medicine and Rehabilitation 1026 A Avenue NE Cedar Rapids, IA 52406

And, in the case of the School:

Linn-Mar High School Attn: Shannon Bisgard, Associate Superintendent 3333 North 10<sup>th</sup> Street Marion, IA 52302

- 6. MISCELLANEOUS. The following additional conditions apply to this Agreement:
  - a. <u>Severability</u>. In the event one or more of the provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impaired thereby unless the effect of such invalidity is to substantially impair or undermine either party's rights and benefits hereunder.
  - b. <u>Assessment.</u> This Agreement is personal to St. Luke's and "School" and may not be assigned or transferred, nor may any of the duties and responsibilities of either party be assigned or transferred.

- c. <u>Waiver</u>. The failure of either party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such party with respect thereto shall continue in full force effect.
- d. <u>Amendment.</u> This Agreement may be amended only by written agreement of St. Luke's and "School".
- e. <u>Applicable Law.</u> This Agreement shall be interpreted according to the law of the State of Iowa, without regard to choice of law principles.
- f. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the parties and subsumes and incorporates all prior written and oral statements and understandings.
- g. <u>Endorsement.</u> Use of the Linn-Mar Community Schools name in St. Luke's advertisement shall be limited to services agreed upon by the contract. No district official, coaches or students shall be used to endorse the services within the delivery of the contract.

I witness where of, the parties have executed this Agreement on the dates set opposite their respective names.

#### ST. LUKE'S METHODIST HOSPITAL

Derive Wheker By: Denise Walker

Director, Physical Medicine and Rehabilitation

Date: 8/2/2016

#### LINN-MAR HIGH SCHOOL

By: \_\_\_\_\_

Tim Isenberg Board President

Date:







Exhibit 904.9

Dear Karla Terry,

Thank you for Linn-Mar Community School District's continued support of volunteerism in our community. As you may have seen in the newspaper we were awarded another three-year grant from the Corporation for National & Community Service to help fund the 55+ Initiative, a Retired & Senior Volunteer Program (RSVP).

Attached you will find the Annual Safety & Compliance Assessment and the Memorandum of Understanding. Please complete both forms by July 31<sup>st</sup>. You can return completed and signed forms to Kayla Paulson via email at <u>KPaulson@uweci.org</u>, fax at 319.398.5381, or mail to United Way's 55+ Initiative, 317 7<sup>th</sup> Ave. SE, Ste. 401, Cedar Rapids, IA 52401. I apologize for the redundancy in some of the questions; even though some are covered in the MOU we have been asked to have them on the annual form also.

Your partnership with United Way's 55+ Initiative is greatly appreciated without impactful, mission-focused affiliated agencies we would not be able to provide appealing volunteer opportunities to Baby Boomer volunteers. Hopefully you find this partnership valuable also; in addition to securing funds to continue traditional services of the United Way's 55+ Initiative we have secured funds to provide scholarships to 55+ Initiative affiliated agencies that are going to participate in Service Enterprise, electronic resources/trainings, and more. Whether your agency has a new person responsible for Volunteer Coordination, you are looking to shake things up a bit in your volunteer engagement strategy, want to have a second set of eyes to review volunteer policies and procedures, or need assistance scoping a new volunteer position or project please reach out to Kayla Paulson and United Way's Volunteer Engagement Team. As a 55+ Initiative Affiliated Agency you get complimentary assistance and support.

Please let us know of any additional help that we can provide or if there are additional services that 55+ Initiative can offer to increase the value and satisfaction in this partnership.

Sincerely,

Kayla Paulson 55+ Initiative Coordinator (RSVP Director)

P.S. Note that the MOU has check boxes that need to be marked on page 2 (2.f, 3 and 4).

## Meet United Way's Volunteer Engagement Team

#### Sue Driscoll

Manager, Volunteer Engagement Sue.Driscoll@uweci.org 319.398.5372 x822

United Way Internal Volunteers Workplace Volunteer Council Day of Caring Days of Service Cause Engagement

#### Kayla Paulson 55+ Initiative Coordinator Kayla.Paulson@uweci.org 319.398.5372 x837

55+ Initiative Service Enterprise Agency Training Live United Pen Pals Strategic Planning & Capacity Corps Amy Keltner Jones Co. Coordinator <u>Amy.Keltner@uweci.org</u> 319.560.0811

Jones County Volunteer Center Jones Co. Medical Transportation Jones Volunteer Income Tax Assistance Jones Senior Health Ins. Info. Program Volunteer Now







of Fast Central Iowa **Affiliated Agency** Annual Safety & Compliance Assessment Agency: Linn-Mar Community Schools Secondary Contact: Primary Contact: Karla Terry 1. My agency has the following non-profit designation: □ 501(c)3 Public Non-profit Proprietary Health Org. 2. My agency has a continuing need for 55+ Initiative Volunteers? Yes D No 3. Please list the ways 55+ Initiative Volunteers are benefiting the agency: · Volunteer how · Resources/ Training for Volunteer Managers 4. Please identify any new volunteer needs that you may have that 55+ Initiative staff may not be aware of: 5. The volunteer assignments at my agency impact critical human and social needs, and we regularly assess those assignments for continued appropriateness True □ False 6. I realize that my agency has the right to interview a volunteer and make the final decision on the acceptance of a volunteer for service? Yes D No 7. When a volunteer begins service with my agency, orientation (formal or informal) is provided to help the volunteer learn more about the agency, expectations, and general housekeeping information. □ False X True 8. My agency furnishes volunteers with training and the materials necessary for their position. True □ False 9. My agency provides as-needed supervision of volunteers. □ False 10. If 55+ Initiative Volunteers meet with a client in their home or in the home of the client, it is a requirement of the 55+ Initiative Program that a Letter of Agreement be in place for these opportunities. □ Volunteers do not meet with clients in the home of either the client or volunteer. An in-home Letter of Agreement is in place for volunteer activities which fit these criteria.

Activities do occur within the home setting and we do not have a Letter of Agreement in place.

10.	My agency reports,	/verifies outputs (hours, clier	nts served, projects completed,	etc.) for 55+ Initiative.
	Reports monthly	Reports quarterly	$\Box$ Verifies monthly	Verifies quarterly

11. My agency provides for the safety of 55+ Initiative volunteers while serving as a volunteer. True □ False

13. 55+ Initiative Volunteers cannot be discriminated against on the basis of race, color, national origin, including individuals with limited English proficiency, sex, age, political affiliation, religion, or on the basis of disability, if the volunteer is a qualified individual with a disability.

X My agency does not discriminate against 55+ Initiative Volunteers based on any of these issues

 $\Box$  My agency does not routinely follow this guideline

14. 55+ Initiative volunteers cannot conduct or engage in religious, sectarian or political activities. This includes, but is not limited to, electoral activities, voter registration, and efforts to influence legislation.

- We do not require or assign 55+ Initiative Volunteers to these activities. (Volunteers may be able to take on these roles, but not as a 55+ Initiative member.)
- $\Box$  55+ Initiative Volunteers are required to engage in these activities.

15. We strive to assure that 55+ Initiative Volunteers don't displace employed workers or impair existing contracts for services.

True True

🗌 False

15. If a background check is required by my agency, it is conducted by my agency at agency's expense.
 We do not require background checks.

Background checks are required and it is at my agencies expense.

16. When 55+ Initiative Volunteers are included in our publicity (we identify them as 55+ Initiative volunteers, if possible) we have written permission for use of pictures/name for publicity purposes.

17. 55+ Initiative Volunteers are included in volunteer appreciation activities hosted by the agency.

X Yes, if my agency conducts a volunteer appreciation event, 55+ Initiative Volunteers will be included

□ No, we will not include 55+ Initiative Volunteers in volunteer appreciation activities

#### I certify that the above responses to this compliance assessment are correct and accurate.

Signature

Title

Date







United Way of East Central Iowa

# 55+ INITIATIVE (a RSVP Funded Program) SPONSOR: UNITED WAY OF EAST CENTRAL IOWA

BETWEEN

AND

Affiliated Agency: Linn-Mar Community Schools

Address: 3111 N 10th St

City: Marion

State: <u>IA</u>

Zip: <u>52302</u>

Telephone: 319-447-3109

Email: kterry@linnmar.k12.ia.us

This Memorandum of Understanding (MOU) effective on the date provided below (the "Effective Date") sets forth the policies and regulations governing the placement and utilization of United Way's 55+ Initiative Volunteers with affiliated agencies. It is the intention of this MOU to promote cooperation, clarify responsibilities and define working relationships between 55+ Initiative and the affiliated station. This MOU may be amended, in writing, at any time with concurrence of both parties. Unless earlier terminated as provided for in 5b, below, this MOU shall expire on the date provided below (the "Expiration Date").

#### BASIC PROVISIONS OF MEMORANDUM OF UNDERSTANDING

#### 1) United Way's 55+ Initiative Responsibilities:

- a) Recruit, interview and enroll volunteers. Provide vetted referrals to affiliated agencies.
- b) Promote the volunteer opportunities of affiliated agencies.
- c) Periodically monitor volunteer activities at affiliated agencies to assess and/or discuss needs of volunteers and the agencies.
- d) Instruct volunteers in proper use of monthly reports and 55+ Initiative program procedures.
- e) Provide volunteer management training and resources for affiliated agency staff/volunteers prior to placement of volunteers, and at other times, as the need arises.
- f) Provide affiliated agency staff/volunteers with resources for volunteer tracking, time reporting, and volunteer position descriptions.
- g) Furnish accident, personal liability and excess automobile insurance coverage as required by CNCS/RSVP program policies. Insurance is secondary coverage and is not primary coverage.

#### 2) Affiliated Agency Responsibilities:

- a) Request volunteers in accordance with the following federal guidelines:
  - i) Volunteers cannot displace employed workers.
  - ii) Volunteers cannot be used to conduct or engage in religious, sectarian or political activity
  - i) The affiliated agency cannot discriminate against volunteers or in the operation of its program on the basis of race; color; national origin, including limited English proficiency; sex; age; political affiliation; religion; or on the basis of disability (if the volunteer is a qualified individual with a disability).
  - ii) The affiliated agency will comply with ADA regulations.

- iii) Volunteers shall not receive a fee for service from service recipients, their legal guardian and/or members of their family or friends. No person, organization, or agency shall request any compensation for services of volunteers.
- b) Notify United Way staff when additional volunteers are needed and provide a detailed position description (can be a standard agency one or a 55+ Initiative Position Description Form is available). After United Way makes a referral, volunteers will go through an interview and placement process with the affiliated agency.
- c) When requested, the affiliated agency's supervisor will provide data needed for United Way's 55+ Initiative to measure the outputs, outcomes, and impact of the volunteer's activities.
- d) Provide orientation, in-service instruction, or special training of volunteers, as needed.
- e) Provide supervision of volunteers on assignments.
- f) Participate in reviewing and/or reporting volunteer hours (please check your preferred involvement):
  - ( ) Report hours monthly via fax, mail or email
  - ) Verify hours (based on volunteer self-reports) monthly
  - ) Report hours quarterly via fax, mail, or email (due Jan., April, July, and Oct.)
  - ) Verify hours (based on volunteer self-reports) quarterly (due Jan., April, July, and Oct.)
- g) Provide for adequate safety of volunteers on assignment. Any volunteer injury or accident must be reported immediately to United Way to ensure insurance coverage. All investigations and reports will be submitted in writing.
- h) Criminal background checks and reference checks are NOT provided by United Way. It is the responsibility of the affiliated agency to determine the need for such screening and to follow through with a criminal background and/or reference check as deemed necessary.
- i) The affiliated agency will provide volunteer recognition (such as, but not limited to: publicity, annual reports, events, tokens of appreciation, written acknowledgements, volunteer awards and more).
- j) Affiliated agency agrees to indemnify and hold harmless United Way's 55+ Initiative and their sponsor, United Way of East Central Iowa of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorney's fees and costs, arising out of or relating to the work of volunteers, except for acts of gross negligence by United Way's 55+ Initiative.
- 3) Meals (If you do not regularly provide meals to volunteers while volunteering please check Not Applicable.)
  - ) Contributed meals are federally funded under
    - ( ) Title III of the Older Americans Act or ( ) Other federal funding source
  - ( ) Contributed meals are not provided by federal funds. Meals will be provided to volunteers at a free of reduced rate when scheduled for a \_\_\_\_\_ hour shift.
  - ( ) Not Applicable
- 4) In-Home Services Agreement (If no services are provided in the client(s)'s home check Not Applicable.)
  - ),55+ Initiative Volunteers will provide In-Home Services for clients
  - ( 🗸 ) Not Applicable

#### 5) General Information and Policy

- a) The parties to this MOU understand that the services of volunteers are provided on a voluntary basis. The affiliated agency may terminate the service of an individual volunteer for any reason with or without cause at any time without prior notice to United Way. A volunteer may withdraw from the affiliated agency at any time. In the event that affiliated agency terminates the services of a volunteer or otherwise decide that a volunteer is not a good fit, the affiliated agency will notify United Way and provide a basis for its decision so that United Way may consider the affiliated agency's input for future placement of the volunteer.
- b) United Way or the affiliated agency may terminate this MOU at any time on thirty (30) days written notice to the other party.

I have read the information and understand that participation and placement of a 55+ Initiative volunteer is voluntary. By signing this, I agree to uphold this Memorandum of Understanding and am in agreement with all the guidelines, policies and procedures outlined in this MOU. I also understand that the volunteers referred to our agency from 55+ Initiative are referrals only. Final decision on placement rests with my affiliated agency.

The person signing this MOU hereby certifies that the affiliated agency is a public agency, private non-profit organization, or proprietary healthcare agency/organization and is licensed or otherwise certified, if required, by the appropriate state or local government.

Today's date (Effective Date):\_\_\_ Expiration Date: 7/10/2019

Printed Name and Signature of Agency/Organizational Director:			
Linn-1	Linn-Mar Community Name Schools Signature Date		
Name	Schools	Signature	Date
Agency-wide	Volunteer Coordinator Nam Phone: <u>(319) 447</u>	e: <u>Karla Terry</u> 1-3110 Email: <u>Kterry</u>	<u> Olinnmar. Kiz.</u> ia·Vs
Program:		_ Volunteer Supervisor Name:	
	Phone:	Email:	
Program:		Volunteer Supervisor Name: Email:	
Program:			
U		Email:	
Program:		_ Volunteer Supervisor Name:	
	Phone:	Email:	
Please notify United Way's 55+ Initiative if any contacts change.			
55+ Initiative Director Signature: Date:			

Please return to: United Way's 55+ Initiative or kpaulson@uweci.org 317 7<sup>th</sup> Avenue SE, Suite 401 Cedar Rapids, IA 52401 Fax: 319.398.5381

Additional opportunities to connect with United Way's Volunteer Engagement Department on the back.

# UNITED WAY

# Additional Services/Resources Available

United Way's Volunteer Engagement offers a variety of services to volunteers, non-profits and companies. If your agency is interested in taking advantage of additional services or learning more about them please check the appropriate box below and a member of the United Way Volunteer Engagement Team will follow-up with you.

#### □ Volunteer Now - an Online Volunteer Matching Tool

Volunteer Now acts like a clearing house for volunteer opportunities. Agencies are able to post episodic, ongoing and skill-based volunteer opportunities on Volunteer Now. Active and potential community volunteers can view and connect with volunteer opportunities in the system. United Way often features volunteer opportunities in our E-newsletters and in social media that are on Volunteer Now.

#### □ Skills-based Volunteer Program

As you are looking at areas of opportunity think beyond having volunteers on advisory committees, providing clerical assistance, and doing direct service. An easy way to reframe Skills-based Volunteering is to think if you were to hire a consultant or contract employee (not having to worry about the budget) who would you want, what would they do, how long would you need them? Skilled volunteers can bring important resources to your organization.

#### □ Corporate/Team-building Volunteer Projects & Opportunities

Many companies are encouraging their departments and teams to look at ways they can facilitate teambuilding and socialization within their team by serving the community together. These opportunities can be physical/manual labor, skill-based, the sky is the limit. United Way helps connect companies with area nonprofits that have a need at that given time.

#### □ Youth/Family Volunteer Project & Opportunities

Volunteerism and social responsibility are taught to children at a young age and there is an increased interest in families and youth groups giving back to the community. As the local volunteer center United Way is often contacted with requests for placement assistance.

#### □ Day of Caring and other Days of Service

United Way provides multiple community-wide Days of Service over the year; all your agency needs to do is submit a request volunteers for a project. In the past projects have ranged from physical/manual labor, gardening, cleaning, hosting drives, reading, building wheelchair ramps, skill-based projects, and more.

#### □ Resources/Trainings for Volunteer Managers

If your agency has a new Volunteer Coordinator or Program Staff Member that is going to be managing volunteers United Way can help connect them with Leaders in Volunteerism, trainings, resources, and possibly a mentor.

□ **Other** (please specify your request)

#### LINN MAR COMMUNITY SCHOOL DISTRICT

#### CITY OF CEDAR RAPIDS

#### MEMORANDUM OF AGREEMENT

WHEREAS, the City of Cedar Rapids, hereinafter called the CITY, and the Linn Mar Community School District, hereinafter called the DISTRICT, desire to enter into an agreement pursuant to the Code of Iowa, Chapter 28E, for the purpose of establishing and operating an adult guard program at designated school crossings within the City of Cedar Rapids,

IT IS THEREFORE MUTUALLY AGREED:

- 1. The adult crossing guard program shall be operated by the DISTRICT with partial funding by the CITY as provided in this Memorandum of Agreement. The CITY shall be the administrator of the Memorandum of Agreement.
- 2. The CITY agrees to provide adult guard training on an annual basis and periodic in-service training upon request of the DISTRICT and to provide local agency criminal history checks for adult crossing guards upon request of the DISTRICT.
- 3. The DISTRICT agrees to interview, select, and hire the guards; and to maintain the guards on their payroll as DISTRICT employees.
- 4. Each location shall be reimbursed for a maximum of 1.6 hours each day that students are required to attend school. Each location is one (1) approved intersection for one (1) specific school. One (1) intersection may have two (2) approved locations if the intersection has been approved for two (2) schools with different dismissal times. Specific hours shall be determined by DISTRICT. DISTRICT shall require guards to record the number of students utilizing each crossing in both the morning and afternoon time periods for an entire non-holiday week (Monday Friday) for all school months as specified by the CITY. DISTRICT shall provide the CITY a summary report in December and May summarizing the number of students utilizing each crossing during those specific periods. DISTRICT and CITY shall cooperate to de-authorize locations that do not meet established criteria.
- 5. Guards shall be expected to report to designated DISTRICT principals/designee as scheduled and complaints regarding guards shall be processed through them.
- 6. The City Traffic Engineer or his/her designee shall be responsible for determining those locations where adult guards are to be placed, based on the established criteria.
- 7. An Appeals Board shall be mutually established by the CITY and the DISTRICT as a recommending body to the CITY and the DISTRICT as needed. Membership to the Appeals Board shall be as follows:
  - a. Two (2) CITY employees to be designated by the CITY; one (1) DISTRICT employee to be designated by the DISTRICT; three (3) other persons as shall be mutually agreed between CITY and DISTRICT.

- 8. Initial requests for placement of an adult guard shall be addressed to the City Traffic Engineer by a written request from the school principal, the PTA President, or by a petition signed by parents from fifteen (15) different households of students who are required to cross at the location being appealed. The request shall be forwarded to the Appeals Board. Upon hearing the request, the Appeals Board shall forward recommendations to CITY. Upon review by the CITY, recommendations shall be forwarded to the DISTRICT.
- 9. CITY agrees to purchase one MUTCD-compliant vest and stop paddle for each FY17 adult guard location at no cost to the DISTRICT. DISTRICT agrees to maintain all adult guard equipment for each location. DISTRICT and CITY agree to share equally all mutually agreed upon costs for equipment upgrades necessary to meet Manual on Uniform Traffic Control Devices standards as well as MUTCD-compliant equipment for new adult guard locations as determined by Appeals Board.
- 10. DISTRICT and CITY agree to share equally all mutually agreed upon costs of the program, including salaries and fringes up to a maximum amount. DISTRICT maximum for FY17 is 1,903.94, which is an equitable distribution of the FY17 adult guard budget according to percentage of approved crossing guard locations for DISTRICT to total approved locations for all school entities in the adult guard program. CITY will reimburse DISTRICT 50% of a maximum \$11.46 hourly wage with the remaining DISTRICT maximum reimbursing fringes, equipment for new adult guard locations, and equipment upgrades.
- 11. DISTRICT shall invoice CITY monthly for CITY's share of actual monthly program costs, which CITY agrees to remit within thirty (30) days after receipt of the invoice. DISTRICT shall submit final invoice for FY17 by June 30, 2017 to be reimbursed through the City's FY17 budget. DISTRICT and CITY shall keep a running record of amounts invoiced and paid each month. In no event will CITY reimburse DISTRICT for any amount above the FY17 total mentioned in Article 10.
- The term of this agreement shall be from the date of consummation of this agreement by the CITY to the end of June 2017. This Agreement may be renewed for an ensuing one (1) year upon mutual agreement of the parties at least ninety (90) days before expiration of the Agreement.
- 13. Termination of Agreement: This agreement may be terminated at any time by giving of ninety (90) days written notice to the other party of a party's intention to terminate this agreement.

LINN MAR COMMUNITY SCHOOL DISTRICT CITY OF CEDAR RAPIDS

Tim Isenberg Linn Mar School Board President Jeffrey A. Pomeranz, City Manager

Date \_\_\_\_\_

Date\_\_\_\_\_

Attest:

Amy Stevenson, City Clerk

ALL-PURPOSE ACKNOWLEDGMENT	CAPACITY CLAIMED BY SIGNER:
STATE OF COUNTY OF} ss:	_INDIVIDUAL _CORPORATE Titles of Corporate Officer(s):
On this day of, A.D. 20, before me, the undersigned, a Notary Public in and for said State, personally	Corporate Seal is affixed No Corporate Seal procured PARTNERSHIP:_Limited_Gen'l
To me personally known Or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the	OTHER:
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.	SIGNER IS REPRESENTING: Names of entity(ies) or person(s)
(Sign	
Name) (Print	
Name) Notary Public in and for the State of	

(SEAL)

#### RESOLUTION NO. LEG\_NUM\_TAG

WHEREAS, the Linn Mar Community School District (DISTRICT) has agreed to establish and operate an adult guard program at designated DISTRICT crossings and has submitted a 28E Memorandum of Agreement agreeing to the terms and conditions of the program, and

WHEREAS, the City has allocated funding in the amount of \$62,830 in its FY 2017 adult guard budget to be distributed to schools/districts participating in the adult guard program, according to the number of approved guard locations, to reimburse 50% of the hourly wage and other costs incurred for the guard program, and

WHEREAS, according to the number of DISTRICT crossing guard hours, the DISTRICT is eligible for a maximum reimbursement amount of \$1,903.94, and

WHEREAS, the City will reimburse the DISTRICT 50% of the hourly wage of \$11.46, with the remaining maximum to be used to reimburse fringes, updated Manual on Uniform Traffic Control Devices (MUTCD)-compliant guard clothing and portable equipment for existing location, and new MUTCD-compliant guard clothing and portable equipment for new locations,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR RAPIDS, IOWA, that the City Manager and City Clerk are hereby authorized to execute the 28E Memorandum of Agreement with the Linn Mar Community School District for an adult guard program, and

BE IT FURTHER RESOLVED that the 28E Memorandum of Agreement with the Linn Mar Community School District be accepted and filed with the City of Cedar Rapids Finance Director.

PASSED\_DAY\_TAG

LEG\_PASSED\_FAILED\_TAG

MayorSignature

Attest:

ClerkSignature

LEG\_TABLED\_TAG

#### LICENSE AGREEMENT NON-COMMERCIAL

This license agreement ("Agreement") is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, an Iowa school corporation ("Licensor"), and the undersigned ("Licensee").

1. Definitions

1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.

1.2 "Licensed Product" means products bearing the Trademarks.

1.3 "Royalty Rate" means the percentage defined in Exhibit B.

1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.

#### 2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.

2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR'S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

#### 4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

#### 5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

#### 6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

#### 7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Licensor	Licensee Non-Commercial
Linn-Mar Community School District	Entity Name: LINNMAY ROAT BB Team
Address: 2999 N 18th St Marion 1A 52302	Address: 2946 Aul 2831 2946 Aul Maruon, 1A 5:2302
Signature:	Signature:
By:	By: La My Oowning
Position: Board President	Position: Mad couch Manael
Date: 8-15-16	Effective Date: 7-19-16

. . . . .

Licensor	Licensee Non-Commercial
Linn-Mar Community School District	Entity Name: Lions Red (8th Girls) BB Team
Address: 2999 N 10th St Marion 1A 52302	Address: 3520 Beechwood Ln Marron 1A 52302
Signature:	Signature:
By: Timberberg	By: Kirk Kolek
Position: Board President	Position: Head Coach
Date: 8-15-16	Effective Date: 7/24/2016

Licensor	Licensee Non-Commercial
Linn-Mar Community School District	Entity Name: 645 grado LINN Mar Black Doys BB Team
Address: 2999 N 10th St- Marion 1A 52302	Address: 1503 Forest Lane Mavion, IA 52302
Signature:	Signature: Casey Do Jones
By: Timlsenberg	By: Caser N Jones
Position: Board President	Position: Had Coach
Date: 8-15-16	Effective Date: 7/10/16

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Licensor	Licensee Non-Commercial
Linn-Mar Community School District	Entity Name: (Basketball)
	Linn-Mar 3rd Gride Girls
Address:	Address:
29999 N 10th St	Todd E.Miller
1100 10 51302	5155 Elderton Pr
Marion 1A 52302	Marion, IA 52302
Signature:	Signature:
	Tidd E Mill
By: Tim Senberg	By: Todd E Miller
Position: Board President	Position: Head Coach
Date: 8-15-16	Effective Date: 8/6/16

and the second second

Licensor	Licensee Non-Commercial bours
Linn-Mar Community School District	Entity Name: 407 S (Baskyball)
	4hr Marst Grade Black
Address:	Address: 3197 Blookfeldon
2999 N DT ST	
2999 N 10th St Marion 1A 52302	Mana 77 52362
Signature:	Signature:
	Autoretoff 8-3-16
By: Timlsenberg	By:
Position: Board President	Position: Carl Head
Date: 8-15-16	Effective Date:

Licensor	Licensee Non-Commercial
Linn-Mar Community School District	Entity Name: (Basketball) LINN MAR STARZ (Loth grains)
Address: 2999 N 10th St Marion 1A 52302	Address: 1484 LINDEN BROOKLANC MARSON, JONNA SZ302
Signature:	Signature: BUM (Om
By: Timlsenberg	By: Brett-Thoms
Position: Board President	Position: ASST COACH
Date: 8-15-16	Effective Date: 7Au 6 2016

Licensor	Licensee Non-Commercial
Linn-Mar Community School District	Entity Name: (Basketball)
Address:	Address:
2999 N 10th St Narion 1A 52302	712 Palmyra Pr NE
Nation IA 52302	712 Palmyra Pr NE CR, 1A 52402
Signature:	Cimpoturos
	Melina Buchon
By: Tim Isenberg	By: Ched Buckhok
Position: Board President	Position: Jean mana for
Date: 8-15-16	Effective Date: 8- 8-16

Licensor	Licensee Non-Commercial
Linn-Mar Community School District	Entity Name: (Basketball) Linn Mar Lions
Address: 2999 N 10th St Marion 1A 52302	Address: 907 Palmyra Drine NE Cedar Rapids IA 52402
Signature:	Signature: Kelly Sunnock
By: Timlsenberg	BY: KELLY SINNOCK
Position: Board President	Position: Head Coach
Date: 8-15-16	Effective Date:   AUG 2016

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

	Non-Commercial
Licensor	Licensee Bays Block Sth grade
Linn-Mar Community School District	Entity Name:
	Linn Mar Red
Address:	Address:
2999 N 10th St	3101 2-2 St
Marian 1A 52302	Marion, IA SZ301
Signature:	Signature:
	mm
By: Timbsenberg	By: Michael Booth
Position: Board President	Position: Manager
Date: 8-15-11	Effective Date: 8/9/14

a se a service a service de la service de

	Non- Commercial
Licensor	Licenseepop Basketbell
Linn-Mar Community School District	Entity Name: Linn Mar Pride - 5th grade
Address: 2999 N 10th St Marion 1A 52302	Address: 505 Azpen Lanc Robins, IA 52328
Signature:	Signature: Julie A Kreft
By: Tim Benberg	By: Julie A. Kraft
Position: Board President	Position: Leam Manager
Date: 8-15-16	Effective Date: 8-9-16

### Exhibit A

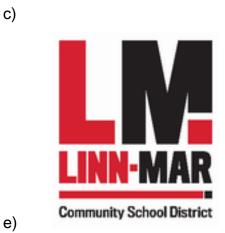












g) Linn-Mar Community School District

f)

h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

#### CODE OF CONDUCT NON-COMMERCIAL

**Prohibited Items.** License shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks: i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol or illegal drugs.

**Expected Behavior.** License agrees to abide by, and have their members, parents of members, coaches, and supporters abide by the following standards of behavior:

The use of profane or abusive language is not acceptable. Extreme verbal outbursts show a lack of self-control and immaturity; these reflect negatively on the Licensor, Licensee and the individual and should be avoided.

There is an expectation that all individuals representing the Licensor be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions.

In all situations, competitors are expected to perform to the best of their ability, within the context of specific rules of their competition. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a competitor's basic philosophy and attitude.

Students should present a neat appearance at all functions with adults using discretion regarding their appearance.

Realizing that academics are the priority of the high school years, students are expected to maintain acceptable standards of academic achievement. It is understood by all that academic responsibilities include attendance, punctuality, cooperation, general good behavior, respect for teachers and fellow students, and a genuine effort on all homework assignments, tests, projects and examinations.

Exhibit 905.1

# School Finance Report June 30, 2015

			100% of the	School Year C	Complete						
CASH BASIS before Accruals	Current Budget ( as amended)	Beginning Fund Balance(est)	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$49,606,000			\$4,969,557	\$3,872,392	\$43,269,674	87.2%		\$6,336,326		
2) Support Services(2000-2999)	\$25,410,000			\$2,176,257	\$1,802,294	\$43,209,074	88.2%		\$3,005,182		
3) Non-Instructional(3000-3999)	\$3,483,000			\$257,810	. , ,	\$3,036,135	87.2%		\$446,865		
4) Other Expenditures((4000-5299)	\$25,310,943			\$4,064,392	\$1,066,235	\$19,496,706	46.0%	w/o transf	\$5,814,237		
Total	\$103,809,943			\$ 11,468,017	\$ 7,068,313	\$ 88,207,333	77.4%	w/o transf	\$15,602,610		
Interfund Transfers	\$14,058,094			\$ 376,261	\$ 376,261	\$ 7,861,964	55.9%		\$6,196,130		
Operating Fund-10	\$73,775,943	\$11,554,282	\$71,126,869	\$7,206,823	\$5,787,284	\$64,993,101	88.1%		8,782,842	6,133,768	17,688,050
PPEL-36	\$3,850,000	\$2,434,751	\$3,382,914	\$155,749	\$20,432	\$1,969,954	51.2%		1,880,046	1,412,960	3,847,711
Management-22	\$1,062,000	\$2,093,890	\$1,106,891	\$0	\$0	\$1,021,414	96.2%		40,586	85,477	2,179,367
Activity-21	\$1,400,000	\$573,221	\$1,314,651	\$156,966	\$120,801	\$1,203,898	86.0%		196,102	110,753	683,974
Nutrition-61	\$3,354,000	\$1,889,522	\$3,119,931	\$246,321	\$315,992	\$2,817,814	84.0%		536,186	302,117	2,191,639
SAVE-33	\$1,025,000	\$21,942,700	\$9,263,582	-\$5,098	\$0	\$1,387,567	135.4%		(362,567)	7,876,015	29,818,715
Debt Service-40	\$9,360,000	\$3,477,311	\$8,678,146	\$3,244,299	\$625,634	\$9,149,589	97.8%		210,411	(471,443)	3,005,868
Other Capitol Projects-35	\$9,500,000	\$3,998,305	\$3,673,142	\$437,701	\$176,352	\$5,361,087	56.4%	-	4,138,913	(1,687,945)	2,310,360
PERL-24	\$433,000	\$417,428	\$249,994	\$11,667	\$7,625	\$149,039	34.4%		283,961	100,955	518,383
Aquatic Center-65	\$50,000	\$6,691	\$239,569	\$13,588	\$12,957	\$146,518	293.0%		(96,518)	93,051	99,742
Student Store-68		\$0	\$9,555	\$0	\$1,235	\$7,354				2,202	2,202
Total	\$103,809,943		\$102,165,243	\$11,468,017	\$7,068,313	\$88,207,333	85.0%		15,602,610	13,957,910	62,346,011
	-										
Interfund Transfers	\$14,058,094		\$7,861,964	\$376,261	\$376,261	\$8,238,225	0.0%		5,819,869		

#### Linn-Mar Community School District

#### Cash Balances

Fiscal Year: 2014-2015

iscal Year: 2014-2015	Date Range: 06/01	/2015 - 06/30/2015	Increases	Decreases	Cash Balance	
Account Number	Title	Beginning Balance	Debits	Credits		
10.0001.0000.000.0000.101000	CASH IN BANK	20,018,900.81	4,524,618.46	7,292,098.84	17,251,420.43	
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	8,888.62	8,888.62	0.00	
21.0002.0000.000.0000.101000	CASH IN BANK	737,448.69	131,218.16	189,594.27	679,072.58	
22.0006.0000.000.0000.101000	CASH IN BANK	2,172,748.19	6,619.44	0.00	2,179,367.63	
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	2,827.59	2,827.59	0.00	
24.0003.0000.000.0000.101000	CASH IN BANK	528,323.62	1,729.29	11,667.23	518,385.68	
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	321,500.00	0.00	0.00	321,500.00	
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00	
33.0000.0000.000.0000.111011	1.555 RESERVE CD	694,000.00	0.00	0.00	694,000.00	
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80	
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	10,174.95	10,174.95	966,803.12	
33.0003.0000.000.0000.101000	CASH IN BANK	1,085,315.96	519,865.42	380,162.86	1,225,018.52	
35.0003.0000.000.0000.101000	CASH IN BANK	2,726,633.86	1,520.93	438,821.31	2,289,333.48	
36.0003.0000.000.0000.101000	CASH IN BANK	3,911,619.58	24,369.62	158,935.75	3,777,053.45	
40.0003.0000.000.0000.101000	CASH IN BANK	5,846,678.45	403,488.65	3,244,298.75	3,005,868.35	
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	145,696.12	145,696.12	0.00	
61.0004.0000.000.0000.101000	CASH IN BANK	1,571,788.46	123,581.01	251,828.94	1,443,540.53	
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	8,347.52	8,347.52	0.00	
65.0002.0000.000.0000.101000	CASH IN BANK	95,024.25	26,262.35	21,544.50	99,742.10	
8.0002.0000.000.0000.101000	CASH IN BANK	1,886.66	355.00	40.00	2,201.66	
		43,507,952.45	5,939,563.13	12,164,927.25	37,282,588.33	

End of Report

1

## School Finance Report June 30, 2016

			100% of the	School Year C	Complete						
**unaudited - not final**	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$51,825,000			\$12,219,145	\$4,240,669	\$53,146,553	102.6%		-\$1,321,553		
2) Support Services(2000-2999)	\$26,019,000			\$3,314,505	\$1,880,110	\$24,494,462	94.1%		\$1,524,538		
3) Non-Instructional (3000-3999)	\$4,081,000			\$313,340	\$376,846	\$3,352,081	82.1%		\$728,919		
4) Other Expenditures((4000-5299)	\$35,916,786			\$7,022,260	\$2,583,941	\$56,596,267	86.8%	w/o transf	-\$20,679,481		
Total	\$117,841,786			\$ 22,869,250		\$ 137,589,363	95.2%	w/o transf	-\$19,747,577		
Interfund Transfers	\$26,200,952			\$ 493,603	\$ 493,603	\$25,429,630	97.1%		\$771,322		
Operating Fund-10	\$76,416,786	\$10,405,877	\$75,544,309	\$15,395,681	\$6,369,258	\$76,122,722	99.6%		294,064	(578,413)	9,827,464
PPEL-36	\$3,725,000	\$3,733,684	\$13,316,611	\$1,015,804	\$113,310	\$13,107,774	351.9%	-	(9,382,774)	208.837	3,942,521
Management-22	\$1,242,000	\$2,182,209	\$1,065,548	. , ,	\$0	\$1,235,584	99.5%	-	6,416	(170,036)	2,012,173
Activity-21	\$1,400,000	\$647,290	\$1,527,971	\$205,302	\$90,110	\$1,606,507	114.8%		(206,507)	(78,536)	568,755
Nutrition-61	\$3,965,000	\$1,114,878	\$3,180,381	\$270,265	. ,	\$3,064,491	77.3%	-	900,509	115,891	1,230,768
SAVE-33	\$1,100,000	\$7,074,306	\$16,286,175	\$625,145	\$493,785	\$16,866,377	1533.3%		(15,766,377)	(580,202)	6,494,104
Debt Service-40	\$9,300,000	\$3,017,710	\$9,920,072	\$3,309,149	\$628,434	\$8,713,691	93.7%	-	586,309	1,206,382	4,224,092
Other Capitol Projects-35	\$20,000,000	\$1,152,258	\$20,013,404	\$1,988,590	\$1,100,867	\$16,169,747	80.8%		3,830,253	3,843,656	4,995,914
PERL-24	\$543,000	\$516,196	\$255,543	\$16,219	\$4,395	\$450,930	83.0%		92,070	(195,387)	320,809
Aquatic Center-65	\$140,000	\$78,258	\$273,967	\$41,045	\$25,646	\$239,114	170.8%		(99,114)	34,853	113,112
Student Store-68	\$10,000	\$2,202	\$12,035	\$2,051	\$0	\$12,426	124.3%		(2,426)	(391)	1,811
Total	\$117,841,786	\$29,924,868	\$141,396,016	\$22,869,250	\$9,181,566	\$137,589,363	116.8%		(19,747,577)	3,806,653	33,731,521
								1		•	
Interfund Transfers	\$26,200,952		\$25,429,630	\$571,603	\$493,603	\$26,001,233	0.0%		199,720		

#### Linn-Mar Community School District

#### Cash Balances

Fiscal Year: 2015-2016

Fiscal Year: 2015-2016	Date Range: 06/01	/2015 - 06/30/2016	Increases	Decreases		
Account Number	Title	Beginning Balance		Credits	Cash Balance	
10.0001.0000.000.0000.101000	CASH IN BANK	0.00	110,991,578.85	93,384,449.81	17,607,129.04	
10.0002.0000.000.0000.101000	CASH IN BANK	0.00	2,500.00	0.00	2,500.00	
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	65,511.35	65,511.35	0.00	
21.0002.0000.000.0000.101000	CASH IN BANK	0.00	5,622,410.86	5,016,201.51	606,209.35	
22.0006.0000.000.0000.101000	CASH IN BANK	0.00	5,427,256.79	3,415,083.60	2,012,173.19	
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	36,086.94	36,086.94	0.00	
24.0003.0000.000.0000.101000	CASH IN BANK	0.00	1,388,920.88	1,057,689.87	331,231.01	
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	0.00	643,000.00	321,500.00	321,500.00	
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	0.00	3,770,000.00	1,885,000.00	1,885,000.00	
33.0000.0000.000.0000.111011	1.555 RESERVE CD	0.00	1,388,000.00	694,000.00	694,000.00	
33.0000.0000.000.0000.111012	938,977 RESERVE CD	0.00	1,888,561.60	944,280.80	944,280.80	
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	0.00	1,933,606.24	966,803.12	966,803.12	
33.0003.0000.000.0000.101000	CASH IN BANK	0.00	20,114,214.86	18,935,943.57	1,178,271.29	
35.0003.0000.000.0000.101000	CASH IN BANK	0.00	24,593,353.59	18,668,949.17	5,924,404.42	
36.0003.0000.000.0000.101000	CASH IN BANK	0.00	22,697,105.22	18,336,835.10	4,360,270.12	
40.0003.0000.000.0000.101000	CASH IN BANK	0.00	17,405,896.00	13,181,804.46	4,224,091.54	
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	1,731,020.62	1,731,020.62	0.00	
61.0004.0000.000.0000.101000	CASH IN BANK	0.00	6,335,862.52	4,828,545.87	1,507,316.65	
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	161,848.16	161,848.16	0.00	
65.0002.0000.000.0000.101000	CASH IN BANK	0.00	500,654.33	364,000.37	136,653.96	
68.0002.0000.000.0000.101000	CASH IN BANK	0.00	16,634.16	14,823.63	1,810.53	
		0.00	226,714,022.97	184,010,377.95	42,703,645.02	

End of Report

1