

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 — May 2, 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 LRC. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Patterson, AbouAssaly, Gadelha, Hutcheson, Nelson, and Weaver. Administration present: Bisgard, Breitfelder, Anderson, Christian, Ramos, Ironside, Schumacher, Morrison, and Shepherd.

200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 182-05-02

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

300: WORK SESSION

301: Teacher Leadership Update

Exhibit 301.1

Debra Barry and Erin Watts, Program Coordinators, shared the following highlights on the Teacher Leadership Program:

- There are 23 full-time release positions and 95 in-classroom positions.
- Total staffing in 2014-15 was 150 positions, year two has 118 positions, and there are plans for 133 positions in 2016-17.
- Several areas that have increased this year are Model Teacher visits/observations, nondirective feedback, Modeling/co-teaching, instructional data analysis, full coaching cycles, job-embedded professional development and TQSA workshops.
- Instructional Coaches spend 12% of their time on management and the remaining 88% on instructional focus such as coaching, collaborating, and planning/resourcing.
- Model Teacher visits have increased from 31 during the first year of the program to 141 in year two!
- The State has finally set goals for the program: 1) attract and retain teachers, 2) increase collaboration, 3) increase professional growth, and 4) student achievement.
- Over 100 TQSA workshops were offered this year and the Teacher Leadership staff taught over half of the workshops.
- More veteran teachers are taking advantage of the program and have had positive experiences and feedback.
- Hope to grow the program with Compass and Success.

302: Tour of High School Renovations

Chad Schumacher, High School Renovations/Administrator, took the Board on a tour of the High School renovation project. Schumacher shared that Larson Construction is working hard to have the south entrance ready to use for prom so that the current seniors can enjoy a bit of the renovations that have occurred before they graduate.

303: 2016-17 Legislative Priorities

Due to time issues, the discussion on legislative priorities was postponed to a future meeting.

400: ADJOURNMENT

401: Adjournment *Motion 183-05-02*

Motion by Hutcheson to adjourn the work session at 6:38 PM; second by Patterson. Voice vote; motion approved.

Tim Isenberg, Board Presiden
 Angie Morrison, Board Secretary

Respectfully submitted by: Gayla Burgess, Admin Asst to the Superintendent May 2, 2016



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Linn-Mar Community School District Board Meeting Regular Session Minutes - May 2, 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 LRC. Roll was taken and it was determined a quorum was present. Board members present: Isenberg, Patterson, AbouAssaly, Gadelha, Hutcheson, Nelson, and Weaver. Administration present: Bisgard, Breitfelder, Anderson, Christian, Ramos, Ironside, Morrison, and Shepherd. Absent: Schumacher.

200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 184-05-02

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

300: RECOGNITIONS/PROCLAMATIONS

301: Teacher Appreciation Week

Exhibit 301.1

Tim Isenberg, Board President, read a proclamation recognizing the week of May 2^{nd} through 6^{th} as Teacher Appreciation Week.

302: Board Recognition Month

Superintendent Quintin Shepherd read a statement recognizing May as Board Appreciation Month and presented each Board member with a certificate of recognition from the Iowa Association of School Boards (IASB).

400: AUDIENCE COMMUNICATIONS

- David Van Dusseldorp (Linn-Mar resident) asked if the Board would be publishing an updated financial projection now that the State has sent school funding amounts.
- Mark Phillips (Linn-Mar parent) spoke on Board Policy 1004.5 Loan of School Equipment
 and his disappointment that his son could not use district football equipment while
 attending summer prospect camps. Phillips stated the Board was lazy and just didn't
 want to change policy.

500: RESOLUTIONS/OPENING OF BIDS/PUBLIC HEARINGS

501: Public Hearing on Conveyance of Property

Refer to Exhibit 701.1

There were no comments received during the public hearing on the conveyance of property to the City of Marion as part of the Tower Terrace Road project.

600: INFORMATIONAL REPORTS

601: Health & Human Development

Exhibit 601.1; referred to in Admin Report

AbouAssaly reported that during the April 21st Health & Human Development meeting the discussion focused on the Nutrition site visit that received great reviews by the State, a Blue Zones update which included the topics of community trails and gardens, Fuel Up to 60 incentive program to increase student activity/exercise during the day, and the student wellness survey completed by building administrators and the goal to build the student breakfast program.

602: Marion City Council

Gadelha reported that during the April 21st Marion City Council meeting the Blue Zones committee made recommendations on road improvements to slow traffic speeds and incorporate more bike lanes. There was also a discussion on a possible community-wide pool as part of the ten-year plan for the Parks and Recreation Department.

603: Administration Report

Exhibit 603.1

Superintendent Quintin Shepherd addressed the comments shared during audience communications stating that the Finance/Audit Committee will put together updated financial projections and include them in a future Administration Report. Shepherd also shared that the Policy Committee will be meeting on May 9th and will review the policy referred to by Mr. Phillips. Shepherd also shared several highlights from the Administration Report including thanking all District staff members (custodians, staff, teachers, directors, etc.) that are involved in ensuring the success of the summer programs.

700: UNFINISHED BUSINESS

701: Resolution & Agreement to Convey Property Motion 185-05-02 Exhibit 701.1 Motion by Patterson for the Board to approve the resolution and agreement for the conveyance of property as described in Exhibit 701.1 to the City of Marion in conjunction with the Tower Terrace Road project; second by Gadelha. Patterson commended the City of Marion for working to make the Tower Terrace Project feasible. Voice vote; motion approved.

800: NEW BUSINESS

801: High School FF&E Quotes Motion 186-05-02

Exhibit 801.1

Motion by Hutcheson for the Board to approve the furniture, fixtures, and equipment (FF&E) quotes for the Phase II High School Renovation Project as presented for a total of \$1,449,240.17; second by Patterson. Nelson asked for clarification that the expired bids were still valid; Anderson clarified he confirmed with all vendors that the quoted amounts were still in effect. Voice vote; motion approved.

802: SEIU Agreement Settlement Motion 186-05-02

Motion by Patterson for the Board to approve the Service Employees International Union (SEIU) agreement settlement for a 2.89% total package increase; second by AbouAssaly. Thanks were given to Phil Miller, HR Generalist, and Angie Morrison, Business Manager, for their efforts in working with the SEIU. Voice vote; motion approved.

803: LMEA Agreement Settlement *Motion 187-05-02*

Motion by Patterson for the Board to approve the Linn-Mar Education Association (LMEA) agreement settlement for a 3.56% total package increase; second by Nelson. Thanks were given to Karla Christian, Executive Director of Human Resources, and all others involved for their efforts in working with the LMEA. Voice vote; motion approved.

804: LMEA Extended Contract Days Motion 188-05-02

Exhibit 804.1

Motion by Patterson for the Board to approve the Memorandum of Understanding with the Linn-Mar Education Association (LMEA) reflecting the changes listed below regarding the Superintendent's recommendation for reduction of extended contract days for the 2016-17 contract year; second by Gadelha.

- 1. Family Consumer Science: contract will be issued for 5 extended days
- 2. MOC-Business Ed: contract will be issued for 8 extended days
- 3. Library/Media Specialists: contract will be issued for 3 extended days for Elementary and 5 extended days for Middle School and High School
- 4. Agriculture: contract will be issued for 20 extended days
- 5. Counselors: contract will be issued for 4 extended days for Elementary Counselors and 8 extended days for Middle School and High School Counselors

Shepherd clarified the MOU was reached in conjunction with the LMEA union leadership in response to the previous approved reduction of extended contract days. Anderson clarified the initial reduction of extended contract days totaled \$50,000 and the MOU will result in a change of that reduction to \$40,000. Nelson asked for clarification on the Library/Media Specialists and why there was a difference in the number of days received and clarification was shared that the stipulations were presented by the LMEA union leadership. Voice vote; motion approved.

805: Cooperative Agreement with Alburnett CSD Motion 189-05-02

Exhibit 805.1; referred to in Admin Report

Motion by Patterson for the Board to approve the cooperative agreement with Alburnett Community School District to share the services of a business manager for the 2016-17 school year, and any subsequent year that the agreement is not terminated, with reimbursement of \$12,000 for each school year covered; payable by Alburnett CSD to the Linn-Mar CSD; second by AbouAssaly. Isenberg recognized this is just one example of the local districts working together to share resources. Voice vote; motion approved.

806: Offer of Early Separation for Class of 2017 *Motion 190-05-02*

Motion by Hutcheson for the Board to approve offering 15 early separation packages for the Class of 2017 per Board *Policy 401.10-Licensed Personnel Early Separation*; second by Patterson. Shepherd clarified that Board policy determines how often early separation is offered and sets the timeline for submission and approval. Voice vote; motion approved.

807: 2016-17 School Fee Schedule *Motion 191-05-02*

Exhibit 807.1

Motion by Patterson for the Board to approve the 2016-17 school fee schedule as presented; second by Gadelha. It was noted by Hutcheson that there was a change in fees for Little Lions Preschool and meal prices. Clarification was shared that the district can no longer apply for fee waivers regarding meal prices so meal fees must follow State guidelines. It was also shared that Little Lions Preschool fees did increase but that families are aware of the increase. Anderson clarified that Little Lions fees are still competitive with local preschools and actually remain lower than other centers. Voice vote; motion approved.

808: Open Enrollment Requests *Motion 192-05-02*

Motion by Patterson for the Board to approve the following open enrollment requests as presented; second by Weaver. Voice vote; motion approved.

Denied In

	Name	Grade	Resident District	Reason
1	Robertson, Star	3	Cedar Rapids	No Space in Program

Approved In

App	roved In			
	Name	Grade	Resident District	Reason
1	Anderson, Cooper	K	Anamosa	On Time
2	Anderson, Heyden	K	Marion	On Time
3	Ballard, Grayson	2	Cedar Rapids	On Time
4	Bark, Abigail	K	Cedar Rapids	On Time
5	Bartlett, Brianna	K	Cedar Rapids	On Time
6	Bascom, Evan	1	Cedar Rapids	On Time
7	Bautista, Zander	K	Cedar Rapids	On Time
8	Bunkers, Cecilya	K	Marion	On Time
9	Burhite, Brooklyn	K	Cedar Rapids	On Time
10	Chadwick, Ugweth	K	Marion	On Time
11	Collins, Riley	K	Cedar Rapids	On Time
12	Conrad, Mikayla	K	Springville	On Time
13	Cramer, Aiden	1	Marion	On Time
14	Dekarske, Seth	K	Cedar Rapids	On Time
15	Derrick, Davis	K	Springville	On Time
16	DeSotel, Dthan	K	North Linn	On Time
17	Detwiler, Eli	K	Cedar Rapids	On Time
18	Garcia, Guadalupe	K	Cedar Rapids	On Time
19	Guthrie, Lexie	K	Cedar Rapids	On Time
20	Hachey, Owen	K	Cedar Rapids	On Time
21	Henning, Katrina	K	Cedar Rapids	On Time
22	Hill, Jace	1	Cedar Rapids	On Time
23	Howard, Desmond	3	Cedar Rapids	On Time
24	Huber, Johnathyn	K	Cedar Rapids	On Time
25	Johnson, Samuel	K	Cedar Rapids	On Time
26	Karthik Raja, Sanjeev Tharun	K	Cedar Rapids	On Time
27	Khor, Neo	K	Cedar Rapids	On Time
28	Kinkeade, Kaitlyn	4	Cedar Rapids	On Time
29	Kinkeade, Lilah	K	Cedar Rapids	On Time
30	McDowell, Caleb	K	Cedar Rapids Cedar Rapids	On Time
31	Merrill, Paige	K	Cedar Rapids Cedar Rapids	On Time
32	Miller, Jazliene	K	Anamosa	On Time
33	Montgomery, Chase	K	Cedar Rapids	On Time
34	Mullnix, Kayna	K	Marion	On Time
35	Mulnik, Haydon	K		
36	Oberbroeckling, Braelyn	K	Cedar Rapids	On Time On Time
			Cedar Rapids	
37	Olmsted, Cruz	K 5	Cedar Rapids	On Time
38	Pestka, Madeline		Cedar Rapids	On Time
39	Potts, Maliyah	2 K	Cedar Rapids	On Time
40	Rausch, Charli		Alburnett	On Time
41	Reece, Bear	K	Cedar Rapids	On Time
42	Reeder, Peyton	3	Cedar Rapids	On Time
43	Rhatigan, Jaedyn	1	Marion	On Time
44	Rogers, Jack	K	Alburnett	On Time
45	Sheets, Joel	3	Cedar Rapids	On Time
46	Sheyko, Grace	1	Central City	On Time
47	Sheyko, Joy	K	Central City	On Time
48	Snider, Grady	1	Marion	On Time
49	Stagg, Mya	K	Cedar Rapids	On Time
50	Thye, Liana	2	Cedar Rapids	On Time
51	Trivedi, Shubham	K	Cedar Rapids	On Time
52	Trueblood-Snider, Jonathan	K	Marion	On Time
53	Truong, Dylan	K	Marion	On Time

	Name	Grade	Resident District	Reason
54	Wegmann, Aliyah	K	Cedar Rapids	On Time
55	Wendt, Ashton	K	Cedar Rapids	On Time
56	Young, Raelynn	4	Cedar Rapids	On Time
57	Young, Reese	K	Cedar Rapids	On Time
58	Zaiger, Kenzie	K	Marion	On Time

900: CONSENT AGENDA

901: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Hussey, Jaclyn	HS: Vocal Music Teacher	8/15/16	BA Step 5; \$44,298/year

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Kolpin, Brynn	HS: Language Arts Teacher	6/2/16	Other Employment

Classified Staff: Assignment/Reassignment/Transfer

	<u> </u>		
Name	Assignment	Dept Action	Salary Placement
Krejca, Julie	NE: Student Support Assoc; Part-Time to Full-Time	4/25/16	Same
Vogel, Caleb	O&M: Summer Help	5/2/16	\$10.50/hour
Wempen, Luke	O&M: Summer Help	5/9/16	\$9.75/hour
Wempen, Matthew	O&M: Summer Help	5/16/16	\$9.50/hour
Wingerson, Kelly	AC: Academic Aquatic Instructor	4/14/16	\$11.00/hour

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Burkle, Colette	WE: Student Support Associate	4/25/16	Personal
Formby, Robin	WE: Part-Time General Ed Assistant	4/25/16	Personal
Hummer, Madison	NE: Part-Time Student Support Associate	4/19/16	Personal
Strong, Iris	WE: Part-Time Student Support Associate	4/29/16	Personal
Taylor, Susan	OR: Media Assistant	3/31/16	Personal
Vawter, Carla	WE: Student Support Associate	4/29/16	Other Employment

Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Lovell, Tim	HS: Assistant Boys' Soccer Coach	5/19/16	Personal
Lovell, Tim	HS: Assistant Boys' Varsity Coach	4/15/16	Personal

902: Approval of Minutes from April 18th

Exhibit 902.1

903: Approval of Bills

Exhibit 903.1

904: Approval of Contracts

Exhibits 904.2-5

- 1) Special Education instructional program agreements with Alburnett SD (1), Cedar Rapids CSD (4), Grant Wood AEA (1), and Marion Independent SD (3). (For student confidentiality, no exhibits provided.)
- 2) Agreement with Elite Photography for exclusive rights to commencement photography for the 2016-17 school year.
- 3) Memorandum of understanding with Kirkwood Workplace Learning Connection for the 2016-17 school year for a total of \$17,263.50.

- 4) Contract change order with Larson Construction for miscellaneous materials and labor as part of the Phase II High School renovation project totaling \$54,089.49.
- 5) Agreement with Communications Engineering Company (CEC) for the installation of the AMAG access control system at the High School for a total of \$146,283.57.

905: Board Information

906: Items Removed from the Consent Agenda for Separate Action

907: Approval of the Consent Agenda Motion 193-05-02

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

1000: COMMUNICATIONS, ANNOUNCEMENTS, AND TRANSMITTALS

1001: Communications

- Hutcheson found the High School tour enlightening and impressive and thanked everyone involved with the project.
- AbouAssaly thanked Schumacher for his role as High School Renovations Project
 Manager and also congratulated all the students who excelled at the Drake Relays in
 Des Moines on Saturday.
- Isenberg stated that he, too, was impressed with the High School renovations and thanked Larson Construction for their extra efforts to have the south entrance ready for students to use at prom. Isenberg shared that Hutcheson would now be the PBIS Champion for Wilkins Elementary and Weaver would work with Novak. The building administrators will reach out to the Board members about their PBIS Champion assignments.
- Gadelha thanked Shepherd for addressing the audience communications during his
 Administration Report. Gadelha shared that she was disappointed with the audience
 comment that the Board is lazy regarding the equipment use policy as this is the first
 she has heard of any issues with the policy even after serving on the District Policy
 Committee for several years. Gadelha also thanked all of the AP teachers that went
 above and beyond this weekend to bring students into the High School on a Saturday
 and Sunday to provide additional AP testing preparation and a good meal.
- Weaver also thanked Schumacher for his role as High School Renovations Project
 Manager and Larson Construction for their extra efforts on preparing the south entrance
 for use during prom. Weaver recommended that the student achievements/honors listed
 in the Administration Report be included on the website, with pictures, so that more
 people can have access to the good news.
- Nelson congratulated the students that excelled at the Drake Relays and gave a shout out to her former student, Nick House.

1002: Calendar

Date	Time	Event	Location
May 3 rd	5:30 PM	Technology Committee	Boardroom
May 5 th	5:30 PM	Marion City Council (Sondra)	City Hall
May 9 th	10:00 AM	Policy Committee	Superintendent's Conference Room
May 9 th	6:00 PM	Mixer with MISD & City of Marion	Marion Homeschool Building
May 11 th	5:00 PM	Career & Technical Education (CTE)	Boardroom
May 12 th	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
May 12 th	9:00 AM	ERMA Advisory	Office of Rick Ironside
May 16 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
May 19 th	5:30 PM	Marion City Council (Sondra)	City Hall

Date	Time	Event	Location
May 20 th	2:00 PM	Success Center Graduation	Success Center
May 21 st	8:30 AM	Coffee Conversation (Tim & Todd)	Westfield Elementary
May 29 th	1:00 PM	Graduation	US Cellular Center
Date	Time	Event	Location
June 1 st	4:00 PM	School Improvement Advisory (SIAC)	Boardroom
June 6 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
June 9 th	9:00 AM	ERMA Advisory	Office of Rick Ironside
June 9 th	5:30 PM	Marion City Council	City Hall
June 16 th	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
June 20 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
June 23 rd	5:30 PM	Marion City Council	City Hall
Date	Time	Event	Location
July 7 th	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
July 7 th	5:30 PM	Marion City Council	City Hall
July 11 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
July 14 th	9:00 AM	ERMA Advisory	Office of Rick Ironside
July 21st	5:30 PM	Marion City Council	City Hall
July 28 th	5:30 PM	Marion City Council	City Hall

Additional Dates to Remember:

- May 13th Lunchtime Learning @ Boardroom Noon
- May 17th Parent Advisory @ Boardroom 5:15 PM
- May 26th 100-Hour Volunteer Luncheon @ Lowe Park 12:00 PM
- June 1st Last Day of School
- June 2nd Teacher Makeup Day
- June 20th LIONS Open Golf Classic Tee Off #1 @ Hunters Ridge Golf Course 8:00 AM
- June 20th LIONS Open Golf Classic Tee Off #2 @ Hunters Ridge Golf Course 1:00 PM
- July 12th Marion Chamber Golf Outing @ Hunters Ridge Golf Course 7:30 AM

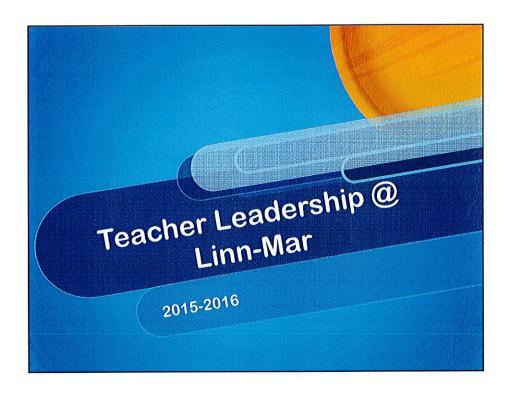
1003: Committees

Board Committees	Participants			
Executive Committee	Isenberg, Patterson, Shepherd			
Finance/Audit Committee	Abouassaly, Anderson, Hutcheson, Morrison, Shepherd, Weaver			
Legislative/Policy Committee	Gadelha, Nelson, Patterson, Shepherd			
District Committees	Participants			
Career & Technical Education	Bisgard, Nelson			
Construction Advisory	Ironside, Shepherd, Weaver			
ERMA Advisory	Hutcheson, Ironside			
Equity Advisory	Bisgard, Christian, Patterson, Ramos			
Health & Human Development	Abouassaly, Breitfelder			
School Improvement Advisory	Bisgard, Gadelha			
Special Education Committee	Breitfelder, Nelson			
Technology Committee	Isenberg, Ramos			

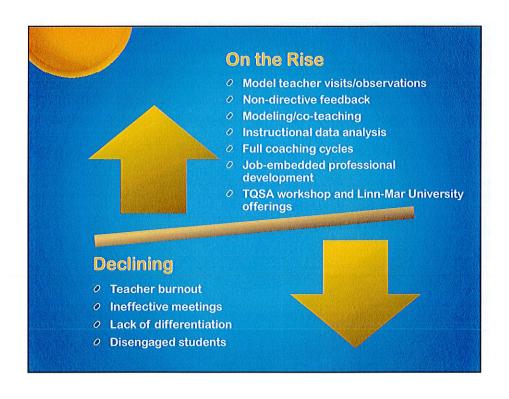
1100: ADJOURNMENT *Motion 194-05-02*

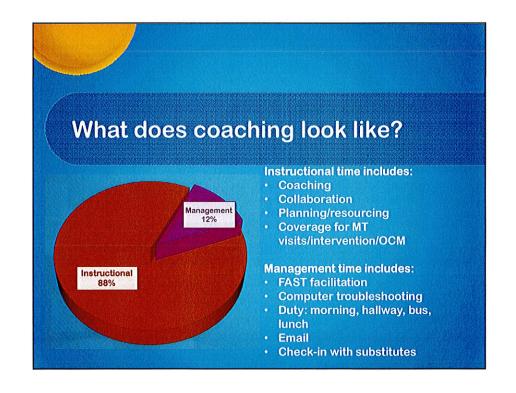
Motion by Patterson to adjourn the regular s vote; motion approved.	ession at 7:49 PM; second by AbouAssaly. Voice
	Tim Isenberg, Board President
	Angie Morrison, Board Secretary

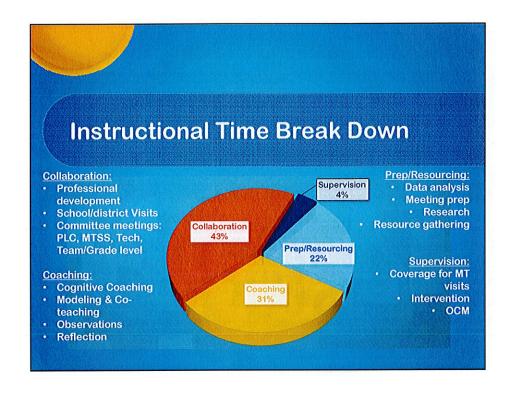
Respectfully submitted by: Gayla Burgess, Admin Asst to the Superintendent May 2, 2016



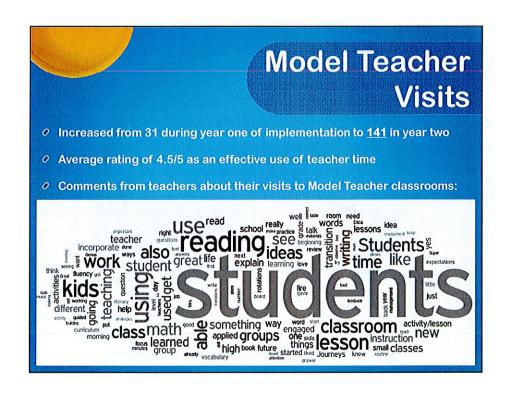
2015-16 staffing in LM-TL Full-time release (23): In-Classroom stipend positions (95): Curriculum Facilitators: 31 (5 high school, 8 middle, 14 elementary, 4 specials) O Program Coordinators: 2 O Instructional Coaches: 13 (2 high school, 2 middle school, 7 elementary, 2 student support Elementary Program Leaders: 14 (Technology, PBIS, MTSS) services **Technology Integration Coaches** O Middle School Grade Level Team (TICs): 5 (1 high school, 1 middle school, 3 elementary) Leaders: 6 O High School PLC Facilitators: 8 Mentor Coaches: 3 (1 high school, 1 middle school, 1 elementary O Model Teachers: 35 O Course Development Facilitator: 1







95 positions that are 100% time in the classroom O Leads a group of staff members in a building initiative/program/grade level In-classroom O Programs include: PBIS, **Stipend** MTSS, Grade Level, **Technology, PLC Positions** Expected to plan for, hold and facilitate at least one meeting per month for their team/group/committee Average rating of 4.6/5 Submit online form with reported on effectiveness meeting agenda, minutes & of committee meetings outcomes





TL Staffing for 2016-17

Teacher Leader Position	2014/15 Positions	2015/16 Positions	2016-17 Planned Positions
Program Coordinator	2	2	2
Mentor Coach	3	3	3
Technology Integration Coach	5	5	5
Instructional Coach	11	13	13
Curriculum Facilitator	27	31	31
Model Teacher	20	35	35
Program Leader	14	14	21
High School PLC Facilitator	8	8	10
Middle School Team Leader	6	6	12
Course Development Facilitator	3	1	*1
Induction Specialist	51	0	0
Totals	150	118	133

What questions might you have regarding Teacher Leadership at Linn-Mar?

Teacher Appreciation Week

WHEREAS, teachers mold future citizens through guidance and education; and

WHEREAS, our country's future depends upon providing quality education to all students; and

WHEREAS, teachers spend countless hours preparing lessons, evaluating progress, counseling and coaching students; and

WHEREAS, our community recognizes and supports its teachers in educating the students of the Linn-Mar community;

NOW, THEREFORE, BE IT RESOLVED that the Linn-Mar Community School District Board of Education proclaims May 2-6, 2016, to be Teacher Appreciation Week; and

BE IT FURTHER RESOLVED that the Linn-Mar Community School District Board of Education strongly encourages all members of the community to join together to personally express appreciation to our teachers for their dedication to education and to the Linn-Mar students and families.

Timothy Isenberg

Linn-Mar School Board President

May 2, 2016



School Wellness Policy Building Assessment Tool

This assessment is to be completed at the school building level. This tool will help determine where their school is at with meeting the expectations of the district's wellness policy. Not all items from the wellness policy are listed, only the sections that building principals are responsible for implementing. A comment will need to be made for every goal.

SCHOOL:			COMPLETED BY:			
Wellness Policy Language Fully in Place		Partially in Place	Not in Place	Comments: Indicate what is being done. List steps that will be taken to implement goal. List challenges/barriers to implementation or N/A if not applicable to your grade level.		
Nutrition				SECTION OF THE CONTROL OF THE SECTION OF THE SECTIO		
	BW			1 1 11 1 11 11 11 11 11 11 11 11 11 11		
		EH		We send notes home about healthy snacks, however parents still send in unhealthy snacks.		
1. Encourage parents to		IC		We communicate this message via parent news letters and emails. Not all families support this.		
provide a healthy breakfast/lunch/snack for their children at home or at school through	LG			Teacher communicate at beginning of year parent information night; School Newsletter reminders; and Family Handbook		
	NE			At the beginning of the school year we request that parents only send in healthy snacks. This is accomplished through parent nights, newsletters, and talking to students.		
adventional materials (i.e.		WE		Most teams include this in their class information, but not all.		

lunch and snacks.

Health Curriculum and Newsletters

This type of punishment is not an option.

Food is a small part of reward systems.

Handbook Policy in place

breakfast if needed.

Staff Handbook

2. Not deny any food or beverage as means of punishment or behavior modification.

such activities.

educational materials (i.e.

WF

BW EH IC LG

NE

WE

WF

EX

OR

HS

BW

WF

EX OR HS EX

OR

HS

newsletters, websites,

etc.)

EH We provide a snack for our after school clubs. IC 3. Not schedule tutoring, LG club or organizational meetings or activities NE during mealtimes, unless WE student may eat during

Student is provided opportunity to eat a meal if they are working in a classroom

Students in ISS are always given a lunch time. Students are allowed to go to

In our newsletters and at the beginning of our school year during Parent Night,

We discuss this with parents during our 5th Grade Parent Night. We can add

information to our Oak Ridge newsletter for all parents.

We never deny students food or drink as a punishment.

Note during IA Assessment Week about importance of breakfast

we communicate to our parents the importance of providing a healthy breakfast,

with a teacher/group of students.
Occasionally we might have a reading club meeting before school and students are encouraged to bring their breakfast with them. The teacher also provides granola bars.
Book Club, Character Council, and Lunch Bunch eat at a group.
All meal times are reserved for full student participation.

	D. 4.		1	
	BW			
	EH			All kids are expected to wash their hands or use sanitizing lotion before lunch.
	IC			
4. Provide students access	LG			All students wash hands before lunch. Hand sanitizer locations are present in line for lunch.
to hand washing and when not available, hand	NE			Since the students come from recess to lunch, there are hand sanitizers in the hallway to the lunchroom.
sanitizing before they eat	WE			Every student has access to hand washing or hand sanitizer.
meals or snacks.	WF			Student are provided a time to wash or sanitize their hands before eating. In the classroom or in the cafeteria.
	EX			Hand Sanitizers
	OR			
	HS			Sanitizer at lunch lines
			BW	I do not support this. Please talk to the school nurses about the pitfalls of this practice.
	EH			Echo Hill has lunch after recess.
5. ELEMENTARY ONLY:			IC	We are interested in this and are planning a trial late in May.
Attempt to schedule lunch periods after recess in elementary schools.			LG	As I understand this was previously done at Linn Grove. It was changed back in the last couple of years due to lost instructional time. Currently considering adding more time to lunch/recess block for future years.
elementary schools.	NE			
			WE	All grades have recess after lunch.
			WF	With the structure of our building, it is not very efficient to do this.
Nutrition Guidelines for All F	oods A	vailable t	o Stude	ents
1. All food/beverages sold	BW			
to students outside of the	EH			
lunch and breakfast	IC			
programs meet the				LG: N/A
standards outlined in the	NE			No food items are available during the day for students to purchase.
Iowa Healthy Kids Act and				WE: N/A: Do not sell food at Wilkins
the Healthy, Hunger-Free Kids Act for Smart Snacks	WF			No food is sold to students other than what is provided by the Linn-Mar Food Program.
guidelines. (i.e. fundraising	EX			No vending machines or concessions during school hours
during the day, snack	OR			
carts, vending machines, school store, etc.)	Х			Vending Machines meet guidelines; Fundraisers used to be before school w/few limits nutrition-wise now follow guidelines
	BW			
	EH			
2. Emphasize that snacks	IC			We send out information regarding healthy snack options
served during the school	LG			School Newsletter and Teacher guidelines provided at beginning of each year.
day should make a positive	NE			See Nutrition # 1, including sending home lists of suggested items.
contribution to the		WE		Snack ideas provided, but not every snack that enters school is on that list.
students diet. Healthy snack ideas are provided	WF			Parents are reminded often through class newsletters and teacher emails to provide healthy snacks for their children.
to parents/ guardians	EX			Health Curriculum
where applicable.	LA	OR		Students are not served snacks during the school day. However, they bring
		HS		their own snacks. We'll add healthy snack ideas to our monthly newsletter.
		пэ		

	BW			
		EH		There are still times when food is used as a reward.
2 Diagonara tha of	IC			
3. Discourage the use of	LG			Food/beverage/candy is discouraged as a reward for any activity. When used in
food or beverages as				a building-wide reward system – the food conforms to the policy.
rewards, but if it's used,		NE		Food in discoursed as assessed but some assessed do not conform with
recommend the food or beverage conform to the		WE		Food is discouraged as rewards, but some rewards do not conform with nutritional guidelines
nutritional guidelines of		WF		Food is sometime offered as reward. Class parties (Fall, Winter, and Friendship Parties).
the policy.		EX		Staff Meetings
		OR		Food/beverages are rarely used as rewards. We'll recommend, if food/beverages are used as rewards, that it conforms to guidelines.
	HS			Food in classrooms is discouraged
	BW			
		EH		
	IC			
4. Francisco that foods	LG			All school-wide celebration include food that conforms to the policy.
4. Encourage that foods used in celebrations		NE		Choices are provided during special occasions i.e. fall party. Discussions occur regarding moderation.
conform to the nutritional			WE	We still have birthday treats provided by parents.
guidelines of the policy.		WF		During our celebrations, we ask parents providing food and beverages to bring nutritious food.
		EX		Staff Meetings
	OR			
		HS		Few celebrations happen at the HS
		BW		Tr
			EH	
5. Food or beverages sold	IC			At Family Fun Night, beverage options were milk or water.
during out-of-school times				LG: N/A
(fundraisers, concession		NE		One of the fundraisers has healthy and not as healthy choices.
stands, school sponsored				WE: N/A – Do not sell outside of school hours.
events) are encouraged to		WF		Food sold during out-of-school events only happens a couple of times during
conform to the nutritional		VVI		the school year. – We try to maintain healthy food.
guidelines of the policy.	EX			Policy in Place
gardennes et une pener,			OR	Currently, the LM Booster Club provides a concession stand during athletic contests. We will need to work with the Booster Club.
			HS	Very limited control of outside agencies
Nutrition Education and Pro	notion			
		BW		
1. Promote enjoyable,		EH		We have field trips to Ag in the Park, sponsored by LMHA FFA. We also have a building garden used in fourth grade.
developmentally		IC		
appropriate, culturally	LG			School Garden and Taste-testing activities during ROAR summer reading activities
relevant participatory				School garden, including a school-wide lunch planned with items from the
activities, such as contests,	NE			garden. Field trip to Ag Day sponsored by FFA. Activities at every grade level to promote healthy eating i.e. looking at sugar content of various beverages,
promotions, taste-testing,				making nutritional banana muffins, learning how to read food labels, etc.
farm visits, and		WE		Applied for garden grant through Hy-Vee and some classes will taste test.
school/community	WF			We have one grade level that visits the Apple Orchard each year.
gardens.	EX			Lunch program newsletters and bulletin boards
			OR	Any guidance with this topic is appreciated.
		HS		Done in some classes

		BW		
		EH		
		IC		
2. Promote fruits,		LG		Reminder to students to eat healthy options while at lunch.
vegetables, whole-grain,	NE			Discuss and model through our school garden.
low-fat, and fat-free dairy	WE			Part of school lunch guidelines
consumption and healthy		WF		Teachers informally discuss and promote this throughout the school year.
food preparation.	EX			School lunch program
	OR			
	HS			
	BW			
		EH		
	IC			We do have nutrition lessons at every grade level.
3. Nutrition education and promotion is not only a			LG	I am unaware of any promotional activity that is occurring in the classroom other than 'word of mouth' conversations.
part of health education	NE			See Nutrition Education and Promotion #1
classes, but also classroom	112		WE	
instruction in other subject		WF	- **-	Needs more development.
areas.				EX: Blank
		OR		We have Fresh Fruit Fridays and nutrition education is a part of FCS classes. 6 th grade students do not have FCS, so adding nutrition education is needed.
		HS		Some food & science course
Physical Activity				20110-1000-00-00-0000
	BW			
	EH			
	IC			Mrs. Hutcheson is totally supportive of this.
1. Engage students in	LG			Small percentage of PE time is non-activity (10-15%)
moderate to vigorous	NE			
activity during at least 50		WE		This depends on the unit being studied in physical education.
percent of physical education class time.	WF			Students are very active during Physical Education classes.
education class time.	EX			PE Classes every other day
	OR			
	HS			
	BW			
	EH			
	IC			Every student at Indian Creek gets 30 min. daily of recess time. PE is in addition to this.
2. Promotes the recommended 30 minutes	LG			30 minute recess (minimum) per grade level – more for younger students. Running Club in Fall/Spring – after school
daily at the elementary	NE			Training Class III all spring after sensor
level or 120 minutes	WE			All students have at least 30 minutes of physical activity scheduled each day.
weekly at the secondary	WF			All students get at least 30 minutes of daily physical activity.
level of physical activity.	EX			PE classes, clubs and sports after school
		OR		We offer a number of after school activities (clubs, athletics, fine arts) that involve all grade levels. Find ways to include all students and to encourage community events and opportunities.
		HS		Gym is only 1 quarter long
	<u> </u>		1	J J T T T T T

	BW			
	EH			
	IC			
3. Publicize and promote	LG			Newsletter & Growl Prowl
participation in community		NE		
events and programs that		WE		
involve physical activity.	WF			Our students participate in Running Club and the Linn-Mar Growl Prowl.
		EX		Growl Prowl, Fun runs
	OR			
	HS			
	BW			
	EH			
4. ELEMENTARY ONLY:	IC			
Provide recess totaling at	LG			30 minute minimum recess for each grade level
least 20 minutes per day.	NE			,
, ,	WE			All students have at least 30 minutes of physical activity scheduled each day.
	WF			All students get at least 20 minutes of daily recess.
	BW			6
	EH			
5. ELEMENTARY ONLY:	IC			
Recesses are preferably				Zero Degree wind chill limit for indoor recess. Precipitation must be consistent.
outdoors, indoor recess is	LG			I'd rather bring them in if it starts raining. SAM will make decision in absence
held at the discretion of				of Principal.
the principal under certain	NE			If the air temperature or wind chill is five degrees above zero or warmer in the winter, the students go outside.
circumstances.	WE			Recess is outdoors unless not permitted by weather conditions.
	WF			This is 100% true.
	BW			
	EH			We have lots of free space for kids to play.
6. ELEMENTARY ONLY:	IC			
Recess encourages				Consistently trying to provide new activities and keep the activity new and fresh
moderate to vigorous	LG			for student interest/motivation. PTO supports purchase of new items and
physical activity verbally	NE			running track/fitness stations for focused activity. Recess starts with a lap on the walking trail.
and through the provision	INE			Completes laps on the track as recess begins and variety of activities available
of space and equipment.		WE		to students
				Student have a variety of large motor activities to participate in. Football,
	WF			soccer, basketball, playground equipment, Physical Activity course, and just running around on our very large playground.
	BW			rumming around on our very large playground.
	EH			Use brain based strategies throughout the day to keep blood flowing.
	IC			2.52 57411 04500 544405105 411 045104 410 444 to keep 01004 110 wing.
	LG			With active student population this is critical.
7. Encourage physical	-20	NE		
activity to be incorporated		WE		Some classes use movement as transition.
into other subject lessons.		V V L	WF	Some classes use movement as transition.
	EX		VVF	Staff Meeting/PDD
	LA			Physical activity is encouraged, although finding time in some subject areas
		OR		may be difficult.
		HS		

	BW		
	EH		Classroom teachers use things such as GoNoodle and Jamin Minutes to get kids
			moving throughout the day.
8. Encourage classroom	IC LG		Prain breaks: Vocas Danca parts: Eta
teachers to provide short	LG		Brain breaks; Yoga; Dance party; Etc. Almost every classroom uses activities such as Go Noodle, Yoga, etc., in
physical activity breaks	NE		addition to recess and PE classes.
during lessons or classes,		WE	Many classrooms K-5 use physical breaks, but not everyone.
as appropriate.		WF	Teachers are encouraged to do this, but no data is collected to determine how
as appropriate.		VVI	often it is happening.
	EX		PDD
		OR	Administrators encourage teachers to utilize student movement in all classes.
	HS		Happens in block classes
	BW		Described All II and I all II and I all II and I all II al
		ЕН	Recess is not withheld on a regular basis, however there are times that students miss recess on occasion as punishment or to make-up work. If regular recess is taken away for a period of time, the students have an altered recess time.
9. Recess or physical	IC		Only when there is a safety concern.
activity is not withheld as	LG		Recess in not withheld as punishment for more than one consecutive day.
punishment or consistently		NE	Sometimes students may spend five minutes of recess completing work.
to make-up work.		WE	This is not the first consequence in classroom behavior management systems.
co mane ap morni	WF		Is only used as a last resort.
	EX		Staff handbook
	OR		
	HS		
	BW		
	EH		
10. Physical activity is not	IC		
10. Physical activity is not	LG		Not an option.
used as a punishment,	NE		
such as recess and physical	WE		
education class.	WF		Physical activity is never used as a punishment.
	EX		Staff Handbook
	OR		
	HS		
	BW EH		
	IC		
			PE Teacher is wellness lead in building and establishes guidelines/routines for
11. A wellness approach to	LG		students to hold themselves accountable.
the physical education	NE		
curriculum is utilized.		WE	PE teachers are working in a PLC to be consistent across the district.
	WF		Fitness Gram Program is used at the elementary level.
	EX		Curriculum in place
	OR		
	HS		
12. SECONDARY ONLY:	EX		
Use of waivers to physical education is used	OR		
appropriately.	HS		Need medical reason for most part
appropriately.			

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.

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Strategic Goal #1: Student Achievement - Performance Measures

FAST (Formative Assessment System for Teachers) MAP/NWEA (Measures of Academic Progress) Iowa Assessments/Smarter Balanced Assessments ACT (American College Test) NGSS (Next Generation Science Standards) Graduation rates
Retention rates
Summer School Success & Attendance
Iowa School Report Card

Next Steps/Strategy - Teaching & Learning/Curriculum

- 1. Ensure implementation of lowa 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

High School Program of Studies Update: At the November 9, 2015, Board meeting Jeff Frost, Director of High School Teaching & Learning, reported that for future planning purposes he would begin the Linn-Mar High School Program of Studies process earlier than he had in the past and report back to the Board in May about any proposed new classes for the 2017-18 school year. By adjusting the timeframe, it would allow for more planning for all involved in the process.

After meeting with each department during the months of February and March, there has been only one department thinking about adding a course for the 2017-18 school year. The Art Department would like to add a Digital Communications course. This would align with the Digital Photography course beginning next school year. The expected cost for this new course is no more than \$10,000. A more detailed update from Mr. Frost will be provided early in the 2016-17 school year.

Graduation Rate and School Dropout Rates for the 2014-15 school year: We have received updated numbers from the Department of Education in regard to our annual graduation rate as well as school dropout rate for 2014-15 school year. Linn-Mar continues to have a very high graduation rate as a district. Our graduation rate for the 2014-15 school year was 95.2%. The state average for the 2014-15 school year was 93.1%. Over the course of the last eight years, the Linn-Mar graduation rate has been between 94-97%.

For the 2014-15 school year, the Linn-Mar 9th-12th grade Dropout Rate was 1.4%. This compares to 2.48% across the state of lowa. The 1.4% dropout rate is the lowest rate since the 2008-09 school year.



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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

Capital Projects Update:

- The Westfield addition and Oak Ridge cafeteria expansion have started with footing and foundation preparation. This work on both projects will take a minimum of three weeks to complete.
- The High School kitchen remodeling project will start on May 2nd with demo of a portion of the kitchen and the hallway on the west side of the kitchen. Demo of this portion of the kitchen will not interfere with the preparation and serving of meals through the remainder of the school year.
- All other 2016 capital projects will start during the first week of June after the school year concludes.

Bandwidth Increase: Linn-Mar bandwidth currently bumps up to our 500Mb threshold. We have put out a 470 form requesting pricing to increase our bandwidth up to 1G. ImOn Communications has positively responded with doubling our bandwidth to 1G at the current rate we are paying for 500Mb. We are so thankful for the partnership and support shown by ImOn Communications.



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Strategic Goal #3: Staff Development – Performance Measures

Workers Compensation claim history Teacher Leadership Current/future professional development Teacher Quality course offerings/participation Affirmative Action Plan Technology Survey (BrightBytes)

Next Steps/Strategy - Staff Development

- 1. Create a 3-5 year professional development plan
- 2. Workforce strategies

LMEA Agreement: The District reached a tentative agreement with the Linn-Mar Education Association on April 19, 2016. LMEA members voted to ratify the agreement on April 28, 2016. The agreement changes are as follows:

- 3.56% total package increase (\$400.00 on the base 12.4% increase on insurance contributions)
- Schedule H Cross Country (level D) changed to Head Cross Country (level C)
- Personal Leave One unused personal day may be banked for one school year; not to exceed three total personal days in one school year. Banked days may not be used in conjunction with unpaid leave.
- Duration July 1, 2016 June 30, 2017

LMSEAA Tentative Agreement: The District reached a tentative agreement with the Linn-Mar Secretary and Educational Assistant Association on Tuesday, April 26, 2016. The tentative agreement includes a total package increase of 3.6% (.6% increase in wages over step movement and 12.4% increase on insurance contribution) and one carryover personal day to be used prior to December 31st of each year or it is forfeited.

Part-time Nutrition Services Agreement: The District will be in the second year of a two year agreement with PTNS for 2016/2017.

Transportation Agreement: The District will be in the third year of a three year agreement with the Transportation group for 2016/2017.



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Strategic Goal #4: Community Engagement - Performance Measures

Volunteer data
School Board visits
Communication survey data
Dine Around sessions
Strategic Planning
Website Development
Lunchtime Learning sessions
PTO visits
School Board visits
Parent Universities
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 Plan:

- Principals and Cabinet will receive a "first look" at the Thoughtexchange information and findings at our next Leadership meeting scheduled for May 11th.
- On May 16th during the Work Session the Board will:
 - o Receive a report/synopsis of Thoughtexchange information and have an opportunity to ask questions.
 - Receive a final draft of Strategic Goal language and descriptions, which are tied to the major themes of Learning Pathways, Technology, and Facilities (as requested). Feedback and discussion will be encouraged.
 - Receive a rough draft of some Strategic Initiatives and sample goals (written to support the implementation of the Strategic Goals).
 - Hear a report from Board Members Isenberg and Gadelha on their visit to the CAPS and APEX programs.
- After the Board has been presented with the Thoughtexchange information, it will be made available to the
 public soon thereafter. Our goal is to have the information available to the community in late May or early June
 via our website.

Summer Programs and Projects:

On pages 10-11 of the Administration Report you will see the Summer Schedule. Our buildings are used a great
deal throughout the summer and are true community hubs! We are sharing this with the Board for
informational purposes and to also thank our summer custodial staff who work tirelessly all summer to have our
buildings and classrooms ready to go by the start of the school year. We appreciate their extra efforts working
around the various summer programming.



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Health & Human Development: The Health & Human Development Committee met on April 21st and discussed:

- State Nutrition Site Visit: Susan Knight, Director of Nutrition Services, shared information from the State on our Compliance Site Review. We received six commendations within the review, three ideas on ways to improve, and two items for corrective action. The two items for corrective action included one free and reduced meal application processed incorrectly (fixed) and a question on High School vending machines, which was accurate on Linn-Mar's end.
- Blue Zone Update: Bob Read, Director of Middle School Teaching & Learning, provided information on City plans to look at the possibility of having more walkable communities in Marion.
- Fuel Up to Play 60: This is a free program that can be incorporated into our schools to promote healthy eating and being active for 60 minutes per day. The student-led program provides incentives to students and resources to teachers on how to provide active movement in the classrooms. If schools are interested in incorporating this program in their buildings they are to contact Leisa Breitfelder, Executive Director of Student Services.
- Student Wellness Update: Each building completed a self-assessment on how they are incorporating the District's Student Wellness Policy in our schools. The committee reviewed the data and decided to set a goal for next year to increase the number of students who participate in the school breakfast program. The committee brainstormed ideas on how we can help positively promote school breakfast, as well as how we can provide students a quicker and easier way to have breakfast in our schools. We will be looking at the possibility of piloting a Grab and Go breakfast cart in one of the buildings.

(Refer to Exhibit 601.1 in the Board packet for the building self-assessment results)



Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
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Strategic Goal #5: Resources - Performance Measures

Prepare/operate General Fund that maintains 7% solvency ratio and unspent balance ratio

Prepare applied Conoral Fund budget that includes a

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

Sharing Agreement: It was mentioned in the Administration Report last month that we were discussing operational sharing options with neighboring districts. We are ready to move forward with an SBO sharing agreement with Alburnett CSD with Board approval. Angie Morrison, Linn-Mar Business Manager, is currently serving as a mentor for Christie Van Wey, the SBO at Alburnett CSD, so this is a logical partnership for our Districts. With the proposed agreement, both districts receive the funding count of five students from the State and Alburnett will also reimburse Linn-Mar \$1000/month for the services Angie provides to their district. The agreement will result in almost \$45,000 of additional revenue for Linn-Mar. (*Refer to Exhibit 804.1 in the Board exhibit packet for the full agreement*)

Student Fees: The Board is required to approve all student fees for the 2016-2017 school year and this is typically done in May. Federal regulations dictate the prices the District is required to charge for meals, and for the past two years Linn-Mar has been able to avoid increased meals prices through a waiver process. A waiver is not available for 2016-17, so lunch prices for students and adults will increase by .10¢. Also, as discussed at prior meetings, the monthly tuition for Little Lions Preschool increased to \$200 (from \$130) for 2016-17. This tuition rate still positions Linn-Mar as one of the lowest cost options per instructional hour in the area.



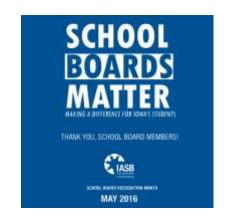
Strategic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
Student Achievement:	Learning Environments:	Staff Development:	Community Engagement:	Resources:
All action on teaching and	All buildings and facilities	All staff will learn, perform	The entire school community	All resources,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

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Achievements and Honors:

May is School Board Recognition Month, so we say thank you to:

- Tim Isenberg, President
- Tina Patterson, Vice President
- George AbouAssaly
- Rene Gadelha
- Todd Hutcheson
- Sondra Nelson
- Clark Weaver
- JT Anderson, Treasurer
- Angie Morrison, Secretary





Teacher Appreciation Week is May 2nd thru 6th; so we say thank you to all of our wonderful Linn-Mar teachers and staff!

DuPont Challenge Essay Contest: Congratulations to 10th Grader Chase Krug for placing 3rd in the DuPont Challenge Essay Contest out of 9,000 entries! Chase's essay was on domesticating crop seeds and he won a trip to the Disney World and the Kennedy Space Center along with a \$1,000 savings bond!

Follett Challenge: Congratulations to Bowman Woods Elementary for being chosen as one of the People's Choice Award Winners of the Follett Challenge. The school was awarded \$8,000.00 in products and services with Follett.

Invent Iowa State Convention: Congratulations to Indian Creek's Timothy Laubach for moving onto the state level of Invention Convention on May 7th. Good luck, Timothy!

Key Club Outreach: Congratulations to the Key Club for all of their community outreach projects: collection of donations for Waypoint, production of 24 blankets for Young Parents Network, raking leaves at Granger House, donation of 12 dozen cookies to Mission of Hope and Willis Dady House, ringing the bell for Salvation Army, production of over 50 bookmarks for Gems of Hope for cancer patients, and hosting a their annual mini dance marathon that raised \$3,000 for the Oncology Department at the University of Iowa Children's Hospital.



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

Inspire Learning Unlock Potential. Empower Achievement.

Show Choir Recognition: Congratulations to In-Step for setting a National record over three Show Choir seasons by winning 10 Prep Division Grand Championships in a row! The previous record was 7!



Stories Alive: Iowa Author Katherine Hannigan recently visited the elementary students as part of the annual Stories Alive program. A big thank you to Hills Bank & Trust and the Linn-Mar School Foundation for supporting this event!

Rockwell Road Show: The District would like to thank Rockwell Collins for the support they share with the District in a variety of ways, most recently for bringing the Rockwell Engineering Road Show to Oak Ridge Middle School sixth graders.

High School Fine Arts Department: Congratulations to the HS Fine Arts Department on a great performance of *The Music Man* at the end of April!



National History Day State Competition: Congratulations to Justin Yem (Oak Ridge 8th Grader), Grace Kiboko (Excelsior 8th Grader), and Ruthie Gustason (Excelsior 8th Grader) for advancing to the National History Day State Competition in Des Moines. Justin created a website on Vietnamese immigration through the 1900's, Grace created a website on Penicillin, and Ruthie wrote a paper exploring Marry Wollstonecraft's impact on women's rights.

Girls' Soccer: Congratulations to the Linn-Mar and Kennedy Girls' Soccer Teams for working together to raise \$2,800 for the Hall-Perrine Cancer Center during their 7th Annual Cancer Awareness game.

Orchestra Achievements: Congratulations to the High School Symphony Orchestra for placing 1st within the 4A Division during the Jefferson Orchestra Invitational on April 23rd. This is the ninth year in a row that this ensemble has placed first in the 4A Division! The Philharmonic Orchestra and Concert Orchestra placed second and third respectively overall within the same Division. Congratulations to High School Orchestra Directors Joshua Reznicow and Jonathan Welch! Congratulations to the Middle School Chamber Orchestra for placing 1st overall at the Jefferson Orchestra Invitational. This is the 13th year in a row that the middle school Orchestras have placed 1st within their Division. Congratulations to Middle School Orchestra Directors Kristine Schamberger and Katie Vail! This is the 13th year that the Linn-Mar Orchestras have competed in this contest.



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.

Inspire Learning. Unlock Potential. Empower Achievement.

High Octane Fanatics Winner: Congratulations to the High School for being selected to receive \$500 from Petroleum Marketers and Convenience Stores of Iowa (PMCI) for winning the High Octane Fanatics Photo Contest at the Girls' State Basketball Tournament this year!

Excelsior Presentation to Dept of Education: Congratulations to the following Excelsior Middle School staff members for being asked to present at the Dept of Education Learning Supports Conference in Des Moines on April 26th: John Christian (Principal), Mike Shipley (Student Assistance Specialist), and Lindsey Stamer (Guidance Counselor). The group presented on their Olweus program and the Positive Behavioral Intervention and Supports (PBIS) year two integration.

Excelsior 6th Grade Band: Congratulations to Band Director Steve King and the Excelsior Sixth Grade Band for being selected by the North East Iowa Bandmasters Association (NEIBA) as the 6th Grade Honor Band to perform at the 89th Annual Iowa Bandmasters Conference. They are the only 6th Grade Band selected from the state of Iowa to perform. The conference will be held May 11th-14th at the Downtown Marriott in Des Moines.



Summer Schedule 2016...

<u>What</u>	<u>Where</u>	<u>When</u>
Hand In Hand Daycare	Bowman Woods	All Summer
	Echo Hill	All Summer
	Indian Creek	All Summer
	Wilkins	All Summer
Extended School Year	Novak	Jun 13 - Jul 15
		M-TH, 8:00am - 11:30am
Summer Reading Programs	Bowman Woods	Jul 18 - Jul 22 & Aug 1 - Aug 5
5 5		M-F, 8:00am - 12:00pm
	Echo Hill	
	Indian Creek	Jun 21 - Jul 28
		TU/TH, 7:30am - 9:30am
	Linn Grove	Jul 7 - Jul 26
		TU/TH, 10:00am - 11:30am
		**book fair on 7/12 & 7/14
	Novak	
	Westfield	
	Wilkins	Jun 7 - Jul 27
		W, 9:00am - 11:00am
Gym Floor Refinishing	LRC	Jun 28 - 30
•	Excelsior	Jun 28 - 30
	Oak Ridge	Jun 28 - 30
	HS	Jun 6 - 7
ISU Extension & Outreach Food	Oak Ridge	Jun 16
Preservation Workshop		11:00am - 6:00pm
CR Municipal Band Concert	Bowman Woods	Jun 29
	(parking lot)	5:00pm - 8:30pm
Robotics Summer Camp		Jul 11 - 15, Jul 18 - 22, Jul 25 - 29,
(tentative)		Aug 1 – 5
	Excelsior	M-F, 8:00am - 4:00pm
		Jul 11 - 15, Jul 18 - 22, Jul 25 - 29,
		Aug 1 - 5
	Linn Grove	M-F, 8:00am - 4:00pm
		Jul 18 - 22, Jul 25 - 29, Aug 1 - 5
	Novak	M-F, 8:00am - 4:00pm
Boys Basketball Camp	Oak Ridge Gym(s)	Jun 6 - 9 & Jun 20 - 23
		8:45am - 11:45am
		12:30pm - 3:30pm
Girls Basketball Camp	Excelsior Gym(s)	Jun 6 -9
		1:30pm - 4:00pm
	Oak Ridge Gym(s)	Jun 13 - 16
		8:30am - 11:00am
		12:00pm - 2:30pm

Summer Schedule 2016...

<u>What</u>	<u>Where</u>	<u>When</u>
Strength Training Camp	High School Weight Room	Jun 6 - Jul 29
	-	M/W/F, 7:00am - 8:00am
		M/W/F, 10:00am - 11:00am
	High School Weight Room	Jun 7 - 23
		TU/TH, 7:00am - 9:00am
	High School Weight Room	Jun 6 - 29
		M/W/F, 8:00am - 11:00am
		TU/TH, 8:00am - 9:30am
Poms Clinic	Oak Ridge Gym(s)	Jun 17 - 18
		9:00am - 12:00pm
		4:00pm - 5:00pm (6/18 only)
Volleyball Camp	High School Gym	Aug 1 - 4
		9:00am - 3:30pm
IT Computer Refresh	Bowman Woods	Jul 5 - 15
		all day

RESOLUTION

AFTER

PUBLIC HEARING

ON

MAY 2, 2016

Date: May 2, 2016

The Board of Directors of the Linn-Mar Community School District ("District") met in open session, at the Learning Resource Center, 2999 N. 10 th Street, Marion, Iowa at 7:00 p.m., on the above date. There were present President
Absent:
- Tusciic.
* * * * *
The President announced that this was the time and place for the public hearing and neeting on the matter of the proposed conveyance of an interest in real property, and that notice of the proposed action had been published pursuant to the provisions of Section 297.22(1) of the Code of Iowa.
Inquiry was made whether any written objections had been filed by any resident or property owner of the District regarding the conveyance of such real property by the District. The Secretary stated that written objections had been filed. Oral objections to the sale of real property were then called for and received and were made. Whereupon, the President declared the time for receiving oral and written objections to be closed.
(Attach here a summary of objections received or made, if any)

Date: May 2, 2016

The proposed action and the ex	tent of objections thereto were then considered.
Director	introduced the following Resolution and moved
that it be adopted. Director	seconded the motion to adopt. The roll
was called and the vote was:	
AYES:	
NAYS:	

Whereupon, the President declared the resolution duly adopted as follows:

RESOLUTION FOR A CONVEYANCE OF REAL PROPERTY

WHEREAS, pursuant to notice published as required by law, the Board of Directors of the Linn-Mar Community School District on the 2nd day of May, 2016, held a hearing on the proposal to convey an interest in real property and the extent of objections received from residents or property owners as to said proposed transaction has been fully considered; and, accordingly the following action is now considered to be in the best interests of the District and residents thereof:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LINN-MAR COMMUNITY SCHOOL DISTRICT:

- Section 1. That the real property described herein shall be conveyed by the District to the City of Marion, Iowa for \$1.00 and other good and valuable consideration. Conveyance by the District shall be by deed without warranty.
- Section 2. The Board President and Secretary are authorized to sign the purchase agreement and all conveyance documents for the real property described herein.
- Section 3. The Board President, Secretary, Superintendent, and administrative officers of the District are authorized to take all actions necessary to complete the above-described transaction, including execution of ancillary documents.

Section 4. The real property is legally-described as follows:

A parcel of land within the Northwest Fractional Quarter of the Southwest Quarter (NW Frl. ¼ SW ¼) of Section Thirty (30), township Eighty-four (84) North, Range six (6) West of the 5th Principal Meridian, City of Marion, Linn County, Iowa, more particularly described as follows:

Commencing at the northwest corner of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. ¼ SW ¼); thence South 01°25'21" East along the west line of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW 1/4) a distance of 421.81 feet to the Point of Beginning; thence South 89°44'47" East, 923.46 feet to the beginning of a 615.00 foot radius tangent curve, concave northerly; thence northeasterly 490.81 feet along the arc of said curve with a chord that bears North 67°23'28" East, 477.88 feet to the beginning of a 735.00 foot radius reverse curve, concave southeasterly; thence northeasterly 158.03 feet along the arc of said curve with a chord that bears North 50°41'16" East, 157.72 feet to the west line of the east 10 feet of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW 1/4); thence South 01°03'51" East along said west line 147.56 feet to the beginning of a 615.00 foot radius non-tangent curve, concave southeasterly; thence southwesterly 53.63 feet along the arc of said curve with a chord that bears south 47°01'35" West, 53.61 feet to the beginning of a 735.00 foot radius reverse curve, concave northerly; thence southwesterly 586.57 feet along the arc of said curve with a chord that bears South 67°23'28" West, 571.13 feet; thence North 89°44'47" West, 919.95 feet to the west line of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. ¹/₄ SW1/4); thence North 01°25'21" West along said west line 120.05 feet to the Point of Beginning, containing 4.32 acres, more or less, including 0.17 acres, more or less, within existing right-of-way.

PASSED AND APPROVED, this	day of, 2016.
	LINN-MAR COMMUNITY SCHOOL DISTRICT
	By: Tim Isenberg, Board President
ATTEST:	
Angie Morrison, Board Secretary	_
1230240-1\18139-041	

AGREEMENT

This Agreement is by and between the City of Marion, Iowa ("City"); and Linn-Mar Community School District ("District").

WHEREAS, the City seeks to extend and improve Tower Terrace Road between the North Tenth Street intersection and the relocated Winslow Road intersection (the road and associated improvements to be referred to herein as "TTRD Project"), and

WHEREAS, the District owns real property needed by the City, both permanently and temporarily, to construct and maintain the TTRD Project, and

WHEREAS, the City and the District wish to enter into this Agreement whereby the District conveys certain interests in the described real property to the City for the consideration described herein.

See Exhibit A that illustrates the TTRD Project area

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. The District shall convey to the City by deed without warranty 4.36 acres of real property for one dollar (\$1.00) and the promises and covenants herein stated for the purpose of road right-of-way ("ROW"). See Exhibit B illustrating and describing said ROW.
- 2. The District shall grant to the City a temporary construction easement to allow for the construction of the TTRD Project for one dollar (\$1.00) and the promises and covenants herein stated. See Exhibit C illustrating and describing said temporary construction easement.
- 3. The District shall grant to the City two (2) permanent easements to allow for the construction of the TTRD Project for one dollar (\$1.00) and the promises and covenants herein stated. See Exhibit D illustrating and describing said permanent easements.
- 4. The City shall timely and properly perform certain improvements upon the District's real property adjacent and/or near the TTRD Project in exchange for above-referenced said ROW and easements as follows:
 - A. Installation of a temporary construction fence as shown on the construction documents around the temporary construction easement area on the south side of proposed Tower Terrace Road.

- B. Clearing of the District's recreation field located at the southeast corner of the future intersection of North Tenth Street and Tower Terrace Road. This will include removal of existing wooden light poles, removal or abandonment of underground water lines, removal of the water fountain, removal or abandonment of underground electric lines, removal of the existing retaining wall, removal of existing concrete stairs, and removal of existing concrete sidewalk. To the fullest extent possible, the City shall permit the District to keep the landscaping brick from the dismantled retaining wall.
- C. Placement of clean fill within the District's recreation field referred to above. This will include stripping of topsoil in the field and properly compacting soil material to the grade shown in the construction documents as approved by the District in writing. The soil fill will be obtained from the adjacent stockpile on the District's property/proposed ROW. Any remaining soil fill shall become the property of the City and shall be removed, at no charge to the District. The City shall not leave any stockpiled soil on District property.
- D. Placement of topsoil and grass seeding of the graded recreation field area referred to above in accordance with the construction documents approved by the District in writing. City's representative shall provide watering until the grass is established, but no more than 4 applications.
- E. Installation of an area storm water intake and connection to the existing intake on the stadium ring road on the District property as shown on the construction documents as approved by the District in writing.
- F. Installation of a permanent 8' tall chain link fence on the south side of Tower Terrace in accordance with the construction documents as approved by the District and the City of Marion Board of Adjustment in writing, which approval will not be unreasonably withheld.
- 5. As additional consideration, the City shall perpetually provide prompt maintenance and snow removal for the trail, sidewalk and/or multi-use pathway within the ROW.
- 6. As additional consideration, upon the future request of the District, the City shall add a barrier top to the fence described in 4.F, above, at select locations approved by the District and the City of Marion Board of Adjustment in writing, at no cost to the District, and which approval will not be unreasonably withheld.
- 7. As additional consideration, the City shall construct a pedestrian bridge or overpass for Tower Terrance Road (the "Pedestrian Bridge") upon the occurrence of one of the following conditions: (1) the Tower Terrance Road Bridge over

Indian Creek is no less than two months away from construction completion; (2) if at any time after the execution of this agreement, traffic safety warrants (which shall be monitored by the City at a minimum of once every two years and at the City's sole cost and expense) reflect an annual average daily traffic count of 7,500 or greater, and either a minimum pedestrian volume of 250 or greater or turning movements of 2,500 or greater; or (3) funding is allocated by, obtained by, or granted to the City for the Pedestrian Bridge through any internal or external funding source.

Upon commencement of the construction of the TTRD project, the parties shall jointly form one or more committees to study traffic safety around the District's schools located in the City and, more specifically, determine the appropriate location of the Pedestrian Bridge. The committee shall determine a mutually agreeable location of the Pedestrian Bridge provided that the location ensures the safety of students seeking to cross Tower Terrace Road and does not substantially interfere with the District's use of its property.

In contemplation of the Pedestrian Bridge, the City shall include the extension of a trail from Indian Creek east of the main Linn-Mar campus west, which shall include the pedestrian bridge and terminate in a connection at 10th street and Lowe Park in its trails plan. Additionally, the City shall make its best efforts to allocate or apply for any and all applicable external funding sources for the Pedestrian Bridge, specifically including funding from the Corridor Metropolitan Planning Organization, at the earliest available opportunity, but in no event later than one year following the date the parties sign this Agreement.

Until such time as the Pedestrian Bridge is fully operational, the City shall reimburse the District for the annual cost of a crossing guard for the east leg of Tower Terrace Road where it intersects 10th street. The District shall have complete discretion in choosing the crossing guard and determining the hours the crossing guard will be on duty. Additionally, until such time as the Pedestrian Bridge is completed, the City shall post and enforce a speed limit of 25 miles per hour on the section of Tower Terrace road where it is constructed on the ROW.

- 8. The District makes no representations or warranties, whether express or implied, as to any of the real property described herein, including without limitation, its title, condition or appropriateness for use.
- 9. The City and the District each certifies that they are 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 are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

- 10. This Agreement may be signed in counterpart.
- 11. This Agreement is binding on the parties only following completion of statutorily required approval by the City Council and the District's Board ("Process"). By executing the Agreement, the parties below are representing they have the proper authority following completion of such Process.
- 12. This Agreement may be enforced by the parties hereto by specific performance and any and all other remedies available in law and equity. In the event of enforcement, all attorneys' fees and other costs of such action shall be paid by the unsuccessful party.

Effective the day of	, 2016.
	CITY OF MARION:
	Nicolas AbouAssaly, Mayor
ATTEST:	
Wesley A. Nelson, City Clerk	
	LINN-MAR COMMUNITY SCHOOL DISTRICT
	Tim Isenberg, Board President

ATTEST:

Angie Morrison, Board Secretary

01204544-1\18139-041

Exhibit A Page 1 of 1

Exhibit B Page 2 of 3

Prepared by: Jeffrey R. Hutton, P.L.S., Great Plains Survey, Inc. 407 Sycamore St., La Porte City, IA 50651, Ph. (319) 342-4774

THE FEE SIMPLE TITLE GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

A parcel of land within the Northwest Fractional Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) of Section Thirty (30), Township Eighty-four (84) North, Range Six (6) West of the 5th Principal Meridian, City of Marion, Linn County, Iowa, with said tract being shown on Acquisition Plat Exhibit "A" (Sheet 1 of 1) attached hereto and by reference made a part hereof, more particularly described as follows:

Commencing at the northwest corner of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4); thence South 01°25'21" East along the west line of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) a distance of 421.81 feet to the Point of Beginning; thence South 89°44'47" East, 923.46 feet to the beginning of a 615.00 foot radius tangent curve, concave northerly; thence northeasterly 490.81 feet along the arc of said curve with a chord that bears North 67°23'28" East, 477.88 feet to the beginning of a 735.00 foot radius reverse curve, concave southeasterly; thence northeasterly 158.03 feet along the arc of said curve with a chord that bears North 50°41'16" East, 157.72 feet to the west line of the east 10 feet of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4); thence South 01°03'51" East along said west line 147.56 feet to the beginning of a 615.00 foot radius nontangent curve, concave southeasterly; thence southwesterly 53.63 feet along the arc of said curve with a chord that bears South 47°01'35" West, 53.61 feet to the beginning of a 735.00 foot radius reverse curve, concave northerly; thence southwesterly 586.57 feet along the arc of said curve with a chord that bears South 67°23'28" West, 571.13 feet; thence North 89°44'47" West, 919.95 feet to the west line of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4); thence North 01°25'21" West along said west line 120.05 feet to the Point of Beginning, containing 4.32 acres, more or less, including 0.17 acres, more or less, within existing right-of-way.

Marion, Iowa Tower Terrace Rd. Phase 5 Parcel 01 Date: July 3, 2014

Exhibit B Page 3 of 3

Basis of Bearing: The west line of the Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) of said Section 30 is assumed to bear South 01°25'21" East.

Marion, Iowa Tower Terrace Rd. Phase 5 Parcel 01 Date: July 3, 2014

Exhibit C Page 3 of 5

Prepared by: Jeffrey R. Hutton, P.L.S., Great Plains Survey, Inc. 407 Sycamore St., La Porte City, IA 50651, Ph. (319) 342-4774

THE TEMPORARY CONSTRUCTION EASEMENT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

Tracts of land within the Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) of Section Thirty (30), Township Eighty-four (84) North, Range Six (6) West of the 5th Principal Meridian, City of Marion, Linn County, Iowa, with said tracts being shown on Temporary Easement Exhibit "A" (Sheets 1 of 2 and 2 of 2) attached hereto and by reference made a part hereof, more particularly described as follows:

TRACT "A"

Commencing at the northwest corner of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4); thence South 89°28'43" East along the north line of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) a distance of 60.03 feet to the presently established easterly right-ofway line of North 10th Street; thence South 01°25'21" East along said easterly right-of-way line 396.52 feet to the Point of Beginning of the herein described Tract "A"; thence South 89°44'47" East, 73.43 feet; thence North 51°35'38" East, 88.04 feet; thence South 67°56'42" East, 161.55 feet; thence South 89°44'47" East, 177.58 feet; thence North 79°51'52" East, 76.32 feet; thence South 79°23'25" East, 98.97 feet; thence North 00°15'13" East, 24.03 feet; thence North 59°17'24" East, 48.59 feet; thence South 89°44'47" East, 232.35 feet; thence North 78°22'51" East, 223.38 feet; thence North 63°13'35" East, 81.47 feet; thence North 52°50'24" East, 84.72 feet; thence North 35°40'51" East, 57.67 feet; thence North 52°35'09" East, 56.71 feet; thence North 62°31'11" East, 59.32 feet; thence North 00°39'12" West, 23.45 feet to the beginning of a 785.00 foot radius non-tangent curve, concave southeasterly; thence 23.15 feet along the arc of said curve with a chord that bears North 58°15'48" East, 23.15 feet to the west line of the east 10 feet of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4); thence South 01°03'51" East along said west line 58.29 feet to the beginning of a 735.00 foot radius non-tangent curve, concave southeasterly; thence southwesterly 158.03 feet along the arc of said curve with a chord that bears South 50°41'16" West, 157.72 to the beginning of a 615.00 foot radius

Marion, Iowa Tower Terrace Rd. Phase 5 Parcel 01_TE Date: July 24, 2014

Exhibit C Page 4 of 5

reverse curve, concave northerly; thence southwesterly 490.81 feet along the arc of said curve with a chord the bears South 67°23'28" West, 477.88 feet; thence North 89°44'47" West, 65.18 feet; thence North 00°15'13" East, 40.00 feet; thence North 89°44'47" West, 54.96 feet; thence South 00°15'13" West, 40.00 feet; thence North 89°44'47" West, 743.29 feet to said easterly right-of-way line; thence North 01°25'21" West along said easterly right-of-way line 25.01 feet to the Point of Beginning, containing 1.46 acres, more or less.

AND

TRACT "B":

Commencing at the northwest corner of said Northwest Fraction Quarter of the Southwest Ouarter (NW Frl. 1/4 SW1/4); thence South 89°28'43" East along the north line of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) a distance of 60.03 feet to the presently established easterly right-ofway line of North 10th Street; thence South 01°25'21" East along said easterly right-of-way line 541.58 feet to the Point of Beginning of the herein described Tract "B"; thence South 89°44'47" East, 859.92 feet to the beginning of a 735.00 foot radius tangent curve, concave northerly; thence northeasterly 29.85 feet along the arc of said curve with a chord that bears North 89°05'25" East, 29.85 feet; thence South 05°56'13" East, 70.13 feet; thence North 85°40'08" East, 69.55 feet; thence North 05°56'13" West, 70.68 feet to the beginning of 735.00 foot radius, non-tangent curve, concave northerly; thence northeasterly 487.16 feet along the arc of said curve with a chord that bears North 63°30'58" East, 478.29 feet to the beginning of a 615.00 foot radius reverse curve, concave southeasterly; thence northeasterly 53.63 feet along the arc of said curve with a chord that bears North 47°01'35" East, 53.61 to the west line of the east 10 feet of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4); thence; thence South 01°03'51" East along said west line 50.47 feet; thence South 54°09'07" West, 26.51 feet; thence South 59°17'43" West, 77.43 feet; thence South 54°33'31" West, 149.75 feet; thence South 63°26'34" West, 117.26 feet; thence South 69°20'02" West, 55.58 feet; thence South 36°54'34" West, 77.16 feet; thence South 28°23'08" West, 92.33 feet; thence North 52°21'57" West, 80.80 feet; thence North 60°57'31" West, 62.54 feet; thence North 69°18'24" West,

Marion, Iowa Tower Terrace Rd. Phase 5 Parcel 01_TE Date: July 24, 2014

Exhibit C Page 5 of 5

77.08 feet; thence North 81°04'41" West, 56.35 feet; thence North 86°39'02" West, 54.10 feet; thence North 86°14'17" West, 52.89 feet; thence North 89°44'47" West, 326.02 feet; thence South 01°25'21" East, 225.10 feet; thence North 89°44'47" West, 290.12 feet to said easterly right-of-way line; thence North 01°25'21" West along said easterly right-of-way line 255.11 feet to the Point of Beginning, containing 2.78 acres, more or less.

Containing 4.24 acres, more or less, total.

Basis of Bearing: The west line of the Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) of said Section 30 is assumed to bear South 01°25'21" East.

Marion, Iowa Tower Terrace Rd. Phase 5 Parcel 01_TE Date: July 24, 2014

Exhibit D Page 2 of 3

Prepared by: Jeffrey R. Hutton, P.L.S., Great Plains Survey, Inc. 407 Sycamore St., La Porte City, IA 50651, Ph. (319) 342-4774

THE PERMANENT EASEMENT GRANTED IS TO LAND DESCRIBED AS FOLLOWS:

Tracts of land within the Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) of Section Thirty (30), Township Eighty-four (84) North, Range Six (6) West of the 5th Principal Meridian, City of Marion, Linn County, Iowa, with said tract being shown on Acquisition Plat Exhibit "A" (Sheet 1 of 1) attached hereto and by reference made a part hereof, more particularly described as follows:

TRACT "A":

Commencing at the northwest corner of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4); thence South 89°28'43" East along the north line of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) a distance of 60.03 feet to the presently established easterly right-of-way line of North 10th Street; thence South 01°25'21" East along said easterly right-of-way line 421.53 feet to the northerly proposed right-of-way line of Tower Terrace Road; thence South 89°44'47" East along said northerly proposed right-of-way line 743.29 feet to the Point of Beginning of the herein described Tract "A"; thence leaving said northerly proposed right-of-way line North 00°15'13" East, 40.00 feet; thence South 89°44'47" East, 54.96 feet; thence South 00°15'13" West, 40.00 feet to said northerly proposed right-of-way line; thence North 89°44'47" West along said northerly proposed right-of-way line 54.96 feet to the Point of Beginning, containing 0.05 acres, more or less

AND

TRACT "B":

Commencing at the northwest corner of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4); thence South 89°28'43" East along the north line of said Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) a distance of 60.03 feet to the presently established easterly right-of-way line of North 10th Street; thence South 01°25'21" East along said easterly

Marion, Iowa Tower Terrace Rd. Phase 5 Parcel 01_PE Date: July 24, 2014

Exhibit D Page 3 of 3

right-of-way line 541.58 feet to the southerly proposed right-of-way line of Tower Terrace Road; thence South 89°44'47" East along said southerly proposed right-of-way line 859.92 feet to the beginning of a 735.00 foot radius tangent curve, concave northerly; thence northeasterly 29.85 feet along the arc of said curve and said southerly proposed right-of-way with a chord that bears North 89°05'25" East, 29.85 feet to the Point of Beginning of the herein described Tract "B"; thence continuing northeasterly 69.57 feet along the arc of said curve with a radius of 735.00 feet also being said southerly proposed right-of-way with a chord that bears North 85°12'55" East, 69.54 feet; thence leaving said southerly proposed right-of-way South 05°56'13" East, 70.68 feet; thence South 85°40'08" West, 69.55 feet; thence North 05°56'13" West, 70.13 feet to said southerly proposed right-of-way and also the Point of Beginning, containing 0.11 acres, more or less.

Containing 0.16 acres, more or less, total.

Basis of Bearing: The west line of the Northwest Fraction Quarter of the Southwest Quarter (NW Frl. 1/4 SW1/4) of said Section 30 is assumed to bear South 01°25'21" East.

Marion, Iowa Tower Terrace Rd. Phase 5 Parcel 01_PE Date: July 24, 2014



Inspire Learning. Unlock Potential. Empower Achievement.

To:

Linn-Mar Board of Education

From:

J.T. Anderson, CFO & Chad Schumacher, Project Manager

Date:

4-27-16

Subject:

High School Renovation Furniture, Fixtures, & Equipment Quotes

For the past several months the District has been working with DLR, other administrators, and high school teachers in identifying appropriate furniture, fixtures, and equipment (FF&E) to accommodate the phase II High School renovation project. Areas addressed in this project include new classrooms (regular and specialized), lecture/learning commons, administrative offices, conference rooms, cafeteria, fitness areas, etc. A preliminary budget line item of \$1,750,000 was set forth for this portion of the project. Approximately \$175,000 has already been expended on completed areas of the renovation. Below is a summary of various FF&E quotes related to areas of the high school that will be completed by the first day of the 2016-17 school year. Administration is recommending approval of these quotes (totaling \$1,449,240.17) in order to provide adequate lead time for these items to be installed this upcoming summer.

HIGH SCHOOL RENOVATION: SUMMARY OF FF&E QUOTES

Vendor	Description	Cost
Storey Kenworthy	Furniture for new classrooms, commons areas, admin offices, conference rooms, etc. Window treatments and installation of all furniture included.	\$ 524,196.08
Duet Resource Group	Furniture primarily for cafeteria.	\$ 286,685.42
Sheppard Business Interiors	Collaboration/Technology pods for HS Learning Commons	\$ 59,933.00
ASI Signs	New room signs for high school (Wayfinding)	\$ 38,120.07
Power Lift	Strength Equipment for new weightroom	\$ 170,892.15
Push-Pedal-Pull	Cardio Equipment for new fitness room	\$ 128,438.50
Resilite Mats	Wrestling mats for new wrestling room and competition mats	\$ 77,354.00
Iowa Direct Equipment	Gym/Athletic locker replacements	\$ 133,400.00
Airgas	Welding exhaust extractors for industrial tech room	\$ 30,220.95
	Total	\$ 1,449,240.17

Please see the exhibits attached to this memo for plot maps, renderings, copies of vendor quotes, and other information related to the high school FF&E.

PROJECT BIDDING SUMMARY



Comments

Project No. 26-Apr-16

Project No. 26-Apr-16

Expense Item

TOTAL PROJECT EXPENSE

FURNITURE		
Storey Kenworthy	\$463,964.08	
Duet Resource Group	\$286,685.42	
Sheppards Business Interiors	\$59,933.00	Media Scapes - Installation Included
Window Treatments		Provided by Storey Kenworthy
Signage		393 Room Signs per Design approved 4/20/16, includes instal
Freight / Installation		To install all Storey-Kenworthy & Duet Resource Group Items
SUB TOTAL	\$908,934.57	
PROFESSIONAL FEES Arch/Eng	\$73,000.00	9
SUB TOTAL	\$73,000.00	
MISCELLANEOUS FEES		
Construction Document Printing	\$3,000.00	
Misc. Reimbursables	\$1,000,00	
	1 41,000.00	

\$985,934.57

Budget Amt

PROCURRED BY DISTRICT	Es	timated
Network / Computer Equip	\$	-
Telephone Systems	\$	-
Security System / Cameras	\$	=
Classroom Audio / Visual Equip	\$	-
Music / Art Equip	\$	_
Fitness / Weight Rm Equip	\$	-
Office Equip (copiers, shredders, etc.)	\$	-
PROJECT EXPENSE	\$	



Inspire Learning. Unlock Potential. Empower Achievement.

Memo: 4/8/16

To:

Linn-Mar Board of Education

From:

Linn-Mar Health and PE Department

Subject:

Fitness/Strength Room Equipment Request

Wrestling Mat Request

The following breakdown are the quotes provided by the approved vendors for the equipment that will be purchased for the new Fitness/Strength rooms. Also attached are supporting documents from the vendors.

Power Lift (Strength Equipment)

• \$170,892.15

Push Pedal Pull (Cardio Equipment)

• \$128,438.50

Platform Logos (Branding on Floor)

• \$13,090.00

Total - \$312,420.65

(Booster Club Request - \$9,797.00: Free Standing Adjustable Cable System)
May need to consider Preventative Maintenance Package – See document

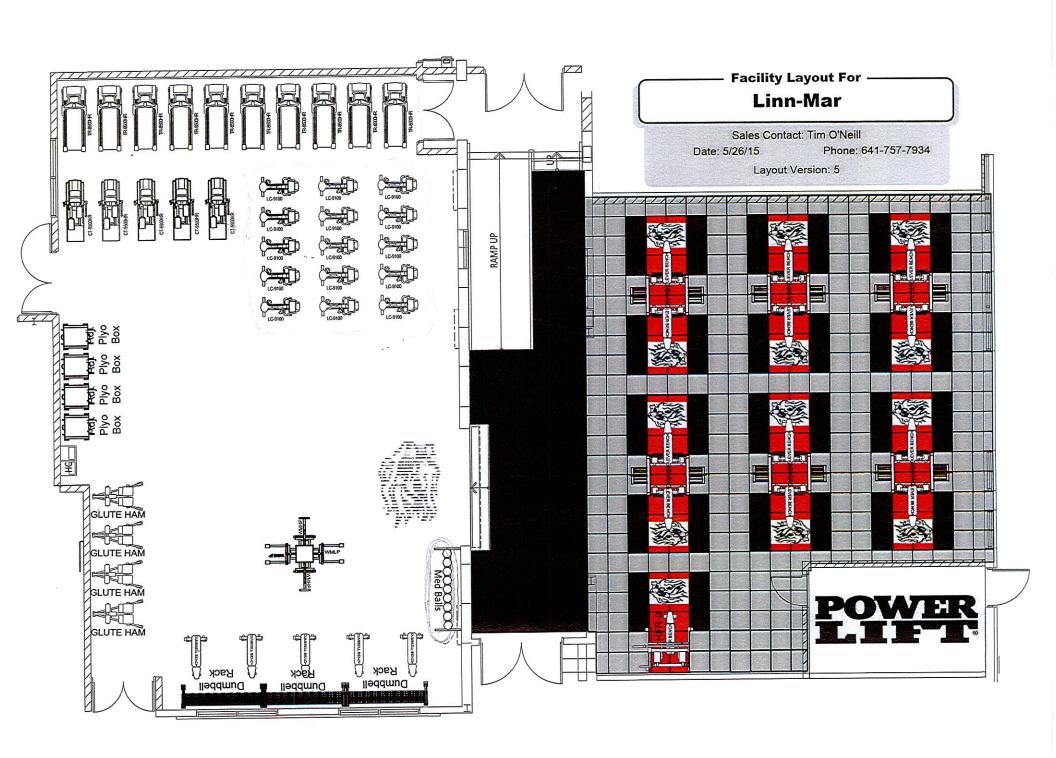
The following breakdown are the quotes provided by the approved vendor for new wrestling mats.

Resilite Mats

- \$30,319.00 (New wrestling room)*
- \$25,538.00 (2 new competition mats)
- \$23,245.00 (2 light weight competition mats)

Total - \$79,102.00 (School discount \$1,748.00) New total - \$\$77,354.00

Cc: JT Anderson, Chad Schumacher, Jeff Gustason



POWER LIFT®

Conner Athletic Products, Inc. P.O. Box 348 Jefferson, IA 50129 800-872-1543; Fax: 515-386-3220 www.power-lift.com

QUOTATION / ORDER

Quoted To:

Bob Forsyth

Tel:

319-447-3040

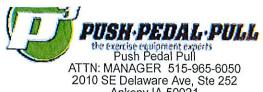
Linn-Mar HS

3111 North Tenth St. Marion, IA 52302

BForsyth@linnmar.k12.ia.us

Sales Representative Tim O'Neill		Date 3/10/2016	Prices Good Thru 30 Days	Terms 50% Down	Freight Best Way
QTY.	ITEM#	DESCRIP		UNIT PRICE	NET AMOUNT
6		8' Narrow Base Combo Power	\$4,199.00	\$25,194.0	
		w/ Angled Weight Plate Storage w/ 2 pair "Rhino Hook" Bar Cato w/ 2 Band and Chain Hooks			
2	HFR-8	w/ 2 pair Spotter Platforms w/ 2 Bar Storage w/ 2 pair Spot Bars w/ 2 Dual Grip Chinup Bars w/ 2 Bumper Plate Storage 8' Half Rack w/ Angled Weight Plate Storage w/ "Rhino Hook" Bar Catches w/ Band and Chain Hooks w/ Spotter Platforms		\$2,399.00	\$4,798.0
14	PBEN-10	w/ Vertical Bar Storage w/ 2 Spot Bars Dual Grip Chinup Barr Patented "Lever-Action" Bend		\$1,399.00	\$19,586.C
19	HC	Custom "Embossed" Logo H	ead Cover	\$25.00	\$475.0
19	HC	less Logo Charge		-\$25.00	-\$475.0
2	HBPR-S	Small Bumper Plate Storage		\$330.00	\$660.0
1	HBPR-L	Large Bumper Plate Storage	Rack	\$380.00	\$380.0
4	GHB-FP	Fixed Pad Glute Ham Bench		\$1,699.00	\$6,796.0
5	PDBB	Multi Angle DB Bench		\$999.00	\$4,995.0
1	MDB3-15	Modular 3-Tier "45 pair" Dum	bbell Rack	\$4,199.00	\$4,199.0
2	FSACC	Free Standing Adjustable Cal	ole Column	\$3,199.00	\$6,398.0
2	FSCP	Free Standing Combo Pulley		\$3,199.00	\$3,399.0
1	APB	Adjustable Wood Plyometric	Box 31"-48"	\$899.00	\$899.
4	APB-SM	Adjustable Wood Plyometric		\$899.00	\$3,596.
14	LJC-E	Lock Jaw Collar-Elite		\$55.00	\$770.
56	P-045	Uesaka 45 lb Platinum Series	Bumper Plate-Black	\$305.00	\$17,080.
56	P-025	Uesaka 25 lb Platinum Series	Control of the contro	\$240.00	\$13,440.
28	CSBC-10	Uesaka 10 lb Bumper Plate w	A SECURITION OF THE PROPERTY O	\$259.00	\$7,252.
14	WG-158TM	Uesaka 20 Kg. Mens Training		\$905.00	\$12,670.
1	MSUFEE	Custom Mold Set-Up Fee 45		\$2,000.00	\$2,000.
1	MSUFEE	Custom Mold Set-Up Fee 25		\$2,000.00	\$2,000
14	OB-7	Iron Grip 45 lb. Power Bar	υ.	\$468.00	\$6,552
7	OB-5	Iron Grip 25 lb. Power Bar		\$360.00	\$2,520
		Iron Grip Urethane Plate 45 I	120 4 kg	\$138.15	\$8,289
60	UPT12-045			\$76.75	
28	UPT12-025	Iron Grip Urethane Plate 25 I		Salar Sa	\$2,149
28	UPT12-010	Iron Grip Urethane Plate 10 I		\$30.70	\$859.
28	UPT12-005	Iron Grip Urethane Plate 5 lb		\$15.35	\$429.
28	UPT12-002.5	Iron Grip Urethane Plate 2.5		\$7.67	\$214
2	UDBT-S 005/050	Urethane Dumbbell-Straight		\$3,820.00	\$7,640
1	UDBT-S 007.5/052.5	Urethane Dumbbell-Straight		\$4,015.00	\$4,015
1	UDBT-S 055/100	Urethane Dumbbell-Straight		\$7,270.00	\$7,270
1	UDBT-S 105/125	Urethane Dumbbell-Straight	- SET 105-125 lb	\$4,800.00	\$4,800

1	DISC	Package Discount	\$18,622.01	-\$18,622.01			
1 1 1 1	FRT FRT FRT	Power Lift Freight and Installation Iron Grip Freight Uesaka Freight	\$4,600.00 \$2,568.00 \$1,495.00	\$4,600.00 \$2,568.00 \$1,495.00			
		Frame: Red Upholstery: Black					
			Subtotal:	\$170,892.15			
To proce	ess this order t	he following is needed:		4170,002.10			
			Sales Tax:				
* School	* Signed Quotation or Purchase Order * School Tax Exempt Number * 50% Down; Balance Due Net 10 Days From		Deposit:				
	ing Date	A a	Grand Total:	Grand Total: \$170,892.15			
Thank Yo	ou!						
			MATERIAL DESIGNATION OF THE STATE OF THE STA				
Signature			Date				
Title	21 90 1 1/2/2 2		Purchase Order Number	* * * * * *			
			Tax Exempt Number				



Prepared by: Luke Reiland

	Ankeny IA 5 cell / Text: (515) ciland@pushped	851-0502			Quote 2/15/2	contraction and the second sec	Quote 1388	AND STREET, ST
Attn: Busi	Community Sch ness Office th 10th St.	ool		Shipping Address LINN-MAR HIGH SC BOB FORSYTH 3111 10TH ST. MARION IA 52302	HOOL			
Account	Nox			Customer Email				
MATERIAL BARRIES BARRIES	Linn-Mar Comm	unity School	TO A COURT OF A STATE OF THE SECOND STATE OF T	BForsyth@linnmar.k	12.ia.us	krisma kantonasie	Service Reserved and	经本金额 发现。
Item#	W MER	MODEL	PERSONAL NAME AND ADDRESS OF THE PROPERTY OF T	cription	Qby	WSRP	Price	Extended
76166	PRECOR	PHRCT8113021	TRM 811.V2 TRE	ADMILL - P10	12	7,615.00	4,715.00	56,580.00
70220	PRECOR	PHRCE8153060	EFX 815 ELLIPTI	CAL - P10	12	6,795.00	4,676.00	56,112.00
70235	PRECOR	PHRCB6156350	RBK 615 RECUMI		3	2,745.00	1,697.50	5,092.50
70328	PRECOR	PHRCB6156340	ASSURANCE SER UBK 615 UPRIGH SERIES	RIES IT BIKE ASSURANCE	3	2,445.00	1,505.00	4,515.00
9901		FC	FREIGHT COMME	ERCIAL	1	ALL STATE OF THE S	3,000.00	3,000.00
9977 9995	macuma anagama ana ana ana ana ana ana ana ana ana	DEL	DELIVERY/INSTA 5 YEAR PARTS AT	ALLATION ND 5 YEAR LABOR RANTIES ON ALL	1	ANTONIO PROPRIO PROPRIO POR POR PROPRIO POR PROPRIO POR PROPRIO POR PROPRIO POR PROPRIO POR PORTA POR PROPRIO POR POR PROPRIO POR PORTA POR PORTA POR PORTA PORTA POR PORTA POR PORTA POR PORTA PORTA POR PORTA POR PORTA PORE	3,139.00	3,139.00
	rms and Condition				Sul	ototal \$:	To the second se	28,438.50
Send Paymo 2306 W 41st Sioux Falls,	ent To: t Street	O, with order. Balance.	ade apon denvery.				MAN COMPANY A COMPANY	
 All unit p Prices and There wi 	prices are F.O.B. de re subject to chang Il be a 2% monthly	e 30 days after the quo service charge on all o	verdue accounts. The	e	Sali	es Tax \$:	THE RESIDENCE OF THE PARTY OF T	0.00
collecting p 5) The above	ast due accounts. le quotation is com	ny collection and/or leg puted to be performed the buyer necessary to	during regular busing	ess	Total	ali\$:	12	28,438.50
paid by the 6) Clerical 7) Buyer ac 8) There wi accepted. I 9) A Prever	buyer errors are subject t grees to promptly fi Il be a 20% restock Delivery, Set-Up, an ntative Maintenance		amaged in transit. e ordered but not funded. e for all equipment.	Acceptance of These prices, shereby accept	specifications, a	nd conditions a zed to order the ent terms.	re satisfactor equipment li	ry and are isted with
Date:	MAARINIINININII ORTUUT VANGTIILUVOI OLUVI	anger a status Andrea e status de la companya de l		Authorized Signature	gnature:	enan maray 160 MA. Biri Noviko Collecti (160 maray 160 maray 160 maray 160 maray 160 maray 160 maray 160 maray		
P.O. Num	ber:	TOOK \$1.00 Whitehalf he self-left and a hill the self-left day.	tot armedit se teaterier i teateriere teateriere de	Print Signatur	·e:	Paradamining to charge pattern and management of the Paradage (see Australia)	alle biologic kalle, kalle it od y olik y dan y dang	A. A. A. L. Try Co., 25 feet The Steward St.

Chad Schumacher

From:

Doug Streicher <dstreicher@linnmar.k12.ia.us>

Sent:

Thursday, March 31, 2016 8:38 PM

To:

Chad Schumacher

Subject:

Fwd: Wrestling Mat Quote

Here is the mat quote. I would like to order as soon as we can. It takes 8-10 weeks to get them in and then they have to be rolled out and aired out for a week or two before they can be used this summer.

Thanks.

Sent from my iPhone

Begin forwarded message:

From: matsales66@aol.com

Date: March 31, 2016 at 8:05:59 PM CDT

To: dstreicher@linnmar.k12.ia.us Subject: Wrestling Mat Quote

DOUG HEATHMAN

515-232-4711

(PHONE)

RESILITE DEALER

515-291-3031

Mar.

(CELL)

2001 STEVENSON DR.

AMES, IA 50010

E-MAIL:

MatSales66@aol.com

31, 2016

Attn: Doug Streicher

Thank you for your interest in RESILITE wrestling mats. I would like to quote the following prices.

RESILITE RSP-625 - This mat has an AMC2 continuous foam core. The foam core is 1.25" thick to give you extra protection. The RSP-625 is coated with 18-24 mils of Resilite #457 vinyl paint.

RSP-625

3 - 38' 4" X 38' 4" mats

\$29,098.00

delivered

1 - 5' X 38' 4" mat

\$1221.00

delivered

The large mat price includes three tone mat color and instructional technique markings on the back of each mat. The small section of mat is all black with no markings.

RSP-625

RSP-625

2 - 42' X 42' mats

\$25,538.00

delivered

This price includes three toned mat color, 16 - tri-toned letters, 1 - three color standard (6') logo, and instructional technique markings on the back of each mat.

RLOC15

2 - 42' X 42' mats

\$23,245.00

delivered (New zip mat, does not need mat tape.)

This price includes MICROBAN protection, three toned mat color, 16 - tri-toned letters, 1 - three color standard (6') logo on each mat.

The total cost is \$79,102.00. Resilite discount is \$1748.00. School price is \$77,354.00 delivered. There is a price increase effective April 1st. I have a 30 day grace period to get all orders into Resilite by April 30th at the old price.

MICROBAN is a new product that will provide protection against mold and mildew. Add .30 cents per square foot for the MICROBAN. More information about MICROBAN can be found on the RESILITE website (www.resilite.com).

These prices are effective until Apr. 1, 2016.

If you need more information, please contact me.

Thank you,

Doug Heathman Resilite Dealer



Iowa Direct Equipment & Appraisal, L.C.

3120 Capital Way Cedar Falls IA 50613 Phone: 319-553-4351 Fax: 319-266-4184

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То	From
Scott Mahmens Tonya Moe	Todd Ellison
Re: Locker Room Lockers	
Urgent □ For Review □ Please Comment □ Please Reply	Date sent: February 5, 2014 Pages:
We are pleased to quote to you the follo	owing:
Security Plus vents, slope top, finished I48 frames(444 doors)List Indusries Fully Security Plus vents, slope top, finished Women's PE Locker Room 128 frames(384 doors)List Indusries Fully Security Plus vents, slope top, finished Men's Athletic Locker Room off of I68 each List(AMP) 3 point turn handle A Flat tops, fillers, end panels, no locks o All of the above delivered and instal	Velded Athletic lockers, I5"W X 22"D X 24/72"H, 3 tier, boxed end panels, fillers, turn handle, no locks or bases welded Athletic lockers, I5"W X 18"D X 24/72"H, 3 tier, boxed end panels, fillers, turn handle, no locks or bases welded Athletic lockers, I5"W X 18"D X 24/72"H, 3 tier, boxed end panels, fillers, turn handle, no locks or bases wellet based end panels, fillers, turn handle, no locks or bases wellet based Athletic Lockers, I5"W X 22"D X 72"H, single tier base, Security Plus vents, angle iron frame, door stiffener lied for\$126,900
Alternate for Girls locker room 22 each List All Welded Athletic lockers Flat top, and panels, no locks or base	with turn handle, 15"W \times 16"D \times 36/72"H, double tier,

Price excludes removal of existing lockers. Lockers carry a Lifetime Warranty.



AIRGAS USA, LLC 601 C AVE NE CEDAR RAPIDS IA 52401-1020

T: 319-366-1574 F: 319-366-0656

QUOTATION

Quote For:

2068453 LINN-MAR COMMUNITY SCHOOLS 2999 10TH ST MARION IA 52302-5478 T: 319-447-3010

Sold To:

2068453 LINN-MAR COMMUNITY SCHOOLS 2999 10TH ST MARION IA 52302-5478 T: 319-447-3010

Quote Number	2004310337	
Quote Date	09/14/2015	
Prepared By	Pat Hinke	
Contact Phone		
PO Number		
Release Number		
Ordered By	Jeremy B.	

Item	Material/Description	Plant	Order Oty	UM.	Vol/Wt	UM	Unit Price	UM	Ext Price
10	MIL951518 FILTAIR SWX-D PACKAGE SINGLE ARM CABINET SELF CLEANING CONTROL BOX AND FILTER BLOWER ON/OFF CONTROL BOX MOUNTING BRACKET DUCT 8' ARM 12' STANDARD EXTRACTION ARM 115 VAC WIRING	N107	3	EA			6,986.12	EA	20,958.36
20	MIL951521 FILTAIR SWX PACKAGE ADD-ON DUAL ARM INCLUDES BLOWER ON/OFF CONTROL BOX MOUNTING BRACKET DUCT BACKDRAFT DAMPERS AND 8" ARM WITH 12' STANDARD EXTRACTION ARM 115 VAC WIRE NOT INCLUDED	N107	3	EA			3,087.53	EA	9,262.59

Incoterms	Airgas Truck
Shipping Method	Airgas Truck
Payment Terms	NET 30

Quote Amount	30,220.95
Sales Tax	0.00
Quote Total	30,220.95

PLEASE REFER TO THIS QUOTATION WHEN ORDERING.

Terms and pricing are valid for a limited time only.

SURCHARGES, TAXES & FREIGHT MAY NOT BE INCLUDED OR MAY CHANGE AT TIME OF BILLING.

Rental and/or lease fees (and related charges) will apply to containers in your possession until returned to Airgas. Rental and lease charges are invoiced separately from gas purchases.

Comments:

Memorandum of Understanding

Extended Day Cuts for 2016-2017

<u>Between</u>

The Linn-Mar Board of Directors

And

The Linn-Mar Education Association

April 28, 2016

The parties have agreed to the following changes regarding the Superintendent's recommendation for reduction of extended contract days for the 2016-2017 contract year:

- 1. <u>Family Consumer Science</u> Contract will be issued for 5 extended days.
- 2. MOC Business Ed Contract will be issued for 8 extended days.
- 3. <u>Library/Media Specialists</u> Contract will be issued for 3 extended days Elementary / 5 extended days Middle and High School.
- Agriculture Contract will be issued for 20 extended days.
- Counselors Contract will be issued for 4 extended days for Elementary Counselors / 8
 extended days for Middle and High School Counselors.

The District agrees that if additional days are needed during the school year a request will be filed with the building principal for approval. Additional days will be approved as needed but will not increase the contracted days unless bargained in the future.

The Association, on behalf of the teachers affected by this MOU, hereby withdraws all requests for private hearing with the Board pursuant to Iowa Code Chapter 279.

For the District

For the Association

28E AGREEMENT BETWEEN ALBURNETT COMMUNITY SCHOOL DISTRICT AND LINN-MAR COMMUNITY SCHOOL DISTRICT

THIS AGREEMENT made and entered into the _____ day of ______, 2016 by and between the Alburnett Community School District (Alburnett) by its Board of Education and Linn-Mar Community School District (Linn-Mar) by its Board of Education.

WHEREAS, pursuant to the provisions of Chapter 28E and Section 280.15 of the Iowa Code, Alburnett and Linn-Mar seek a cooperative arrangement to share the services of a business manager for the 2016-2017 school year, and any subsequent year that the Agreement is not terminated; and

WHEREAS, Alburnett and Linn-Mar believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a business manager and such agreement will be to their mutual advantage.

NOW, THEREFORE, this Agreement is entered into between Alburnett, and Linn-Mar, (hereinafter jointly referred to as the "Districts"), and Angie Morrison, (hereinafter referred to as "Morrison"). The purpose of this Agreement is for Alburnett to purchase the time and services of Angie Morrison in the capacity of Business Manager for Alburnett Community School District.

IT IS HEREBY AGREED by and between the parties hereto, as follows:

1. Terms:

This Agreement shall become effective July 1, 2016, and shall be effective for a period of one (1) year. More specifically, the Agreement shall end on June 30, 2017. This Agreement shall automatically renew for an additional one (1) year period, unless cancelled by one the parties by April 1, 2017, by giving written notice to the other party. Each subsequent year this Agreement shall automatically renew for an additional one (1) year term, unless cancelled by one of the parties by April 1 of the year the Agreement is to expire, by giving written notice to the other party.

2. Administration of the Agreement:

- a. In the interest of economy and administrative efficiency, Linn-Mar shall hold and administer Morrison's employment contract and shall pay the full contract amount to Morrison and receive reimbursement from Alburnett for Alburnett's agreed upon share.
- b. Linn-Mar shall be deemed the "Employer" of Morrison for all Federal and State requirements. Linn-Mar's contract agreement and Board Policies shall govern the employment relationship. The responsibility for the evaluation of Morrison's performance shall remain with Linn-Mar, pursuant to its established procedures.

3. <u>Iob Responsibilities:</u>

- a. Morrison shall perform the duties of Business Manager for Alburnett Community School District.
- b. Morrison shall perform the duties of Business Manager for Linn-Mar Community School District.
- c. Morrison agrees to diligently and in good faith devote her expertise, time, skill, and ability to the Districts in carrying out the responsibilities under this Agreement.
- d. The specific time spent in each district shall be at the reasonable discretion of Morrison in cooperation with the Superintendent for Alburnett and the Superintendent for the Linn-Mar. It is anticipated that Morrison will provide services as Business Manager to Alburnett for twenty percent (20%) of her contracted time and to Linn-Mar for eighty percent (80%) of her contracted time.

4. Employer Liability:

Employer liability shall fall on the District for whom Morrison is performing work for at any given time. While working for Alburnett, employer liability shall be the responsibility of the Alburnett Community School District. While working for Linn-Mar, employer liability shall be the responsibility of Linn-Mar Community School District. While Morrison is traveling between districts, employer liability shall be shared between the districts.

5. <u>Termination of Employment:</u>

Only the Linn-Mar Community School District Board of Education has the power to terminate the employment contract of Morrison, however, Linn-Mar shall take into consideration the input of the Alburnett Community School District.

6. Certification

During the term of this Agreement, Morrison shall maintain a valid and appropriate certification pursuant to the laws of the State of Iowa to act as a School Business Official.

7. Salary and Payment:

a. As set forth in paragraph two (2), Morrison shall be considered a full-time employee of Linn-Mar Community School District. Linn-Mar shall provide the contract setting forth the full-time salary, benefits, and leaves on a yearly basis.

- b. Alburnett Community School District will pay \$12,000 of the cost of salary and benefits for each school year covered by this Agreement to Linn-Mar Community School District.
- c. Costs of general supplies, material, etc. necessary for the functioning of each district's separate programs shall be paid by each district separately.
- d. Costs for travel, other than normal travel between districts, and conference registrations shall be paid by each district separately. The District who assigns Morrison to the conference or activity shall be responsible for paying. By mutual agreement the parties may split cost in the proportion agreed.
- e. There shall be no reimbursement for normal travel between districts in the carrying out of duties under this Agreement.

8. <u>Changes to Agreement:</u>

This Agreement may be modified pursuant to the written mutual agreement of all the parties hereto.

9. <u>Termination of Agreement:</u>

- a. This Agreement may be terminated prior to its expiration:
 - i. Upon mutual agreement of the districts; or
 - ii. Upon the resignation or termination of Morrison's employment

10. Dispute Resolution:

In the event a dispute arises out of this Agreement, the parties agree to a fair and equitable method of resolution that provides due process, and the parties agree that they will use the services of the Director of the local Area Education Agency to assist in resolving any disputes. The AEA Director shall have the power to make a decision that is final.

11. Notices:

All notices to be given under this agreement shall be in writing and shall be deemed given when either personally delivered or mailed by first class mail to the party to whom notice is being given.

This joint agreement approv	red by the Alburne	ett Community School District through its
Board of Education this	day of	, 2016, by resolution regularly
presented and passed.		

ALBURNETT COMMUNITY SCHOOL DISTRICT

	BY:
	President, Board of Education
ATTEST:	
Secretary, Board of Education	
, ,	the Linn-Mar Community School District through its ay of, 2016, by resolution regularly
	LINN-MAR COMMUNITY SCHOOL DISTRICT
	BY:
	President, Board of Education
ATTEST:	
Secretary, Board of Education	

			20	16-17 Stude	nt Fee Sched	ule				
			T		Prorated Amount				Refunded Amour	nt
			Sept/Oct/Nov	Dec	Jan/Feb	Mar/Apr	May	Sept/Oct/ Nov/Dec	Jan/Feb	Mar/Apr/May
	2015-16	2016-17	100%	85%	60%	45%	0%	52%	32%	0%
Textbook/Supply Fee										
AK-5	\$50.00	\$50.00	\$50.00	\$42.50	\$30.00	\$22.50	\$0.00	\$26.00	\$16.00	\$0.00
AK-5 Reduced	\$25.00	\$25.00	\$25.00	\$21.25	\$15.00	\$11.25	\$0.00	\$13.00	\$8.00	\$0.00
6-8	\$60.00	\$60.00	\$60.00	\$51.00	\$36.00	\$27.00	\$0.00	\$31.20	\$19.20	\$0.00
6-8 Reduced	\$30.00	\$30.00	\$30.00	\$25.50	\$18.00	\$13.50	\$0.00	\$15.60	\$9.60	\$0.00
9-12	\$80.00	\$80.00	\$80.00	\$68.00	\$48.00	\$36.00	\$0.00	\$41.60	\$25.60	\$0.00
9-12 Reduced	\$40.00	\$40.00	\$40.00	\$34.00	\$24.00	\$18.00	\$0.00	\$20.80	\$12.80	\$0.00
Little Lions										
Monthly Tuition	\$130.00	\$200.00	NA	NA	NA	NA	NA	No refund	No refund	No refund
Registration Fee	\$45.00	\$45.00	\$45.00	\$38.25	\$27.00	\$20.25	\$0.00	No refund	No refund	No refund
Instrumental Rentals										
High School/Middle School										
School Owned	\$45.00	\$45.00	\$45.00	\$38.25	\$27.00	\$20.25	\$0.00	\$23.40	\$14.40	\$0.00
Percussion	\$45.00	\$45.00	\$45.00	\$38.25	\$27.00	\$20.25	\$0.00	\$23.40	\$14.40	\$0.00
Reduced	\$22.50	\$22.50	\$22.50	\$19.13	\$13.50	\$10.13	\$0.00	\$11.70	\$7.20	\$0.00
Band Uniform Rental	\$5.00	\$5.00	\$5.00	\$4.25	\$3.00	\$2.25	\$0.00			
Orchestra Uniform Rental	\$5.00	\$5.00	\$5.00	\$4.25	\$3.00	\$2.25	\$0.00			
Choir Robe Fee	\$5.00	\$5.00	\$5.00	\$4.25	\$3.00	\$2.25	\$0.00			

HIGH SCHOOL	2015-16	2016-17
Kirkwood PSEO Class Drop Fee	\$250.00	\$250.00
Activity Ticket	\$45.00	\$45.00
Varsity/JV Athletic Admissions		
K-12 Football	\$5.00	\$5.00
Adult Football	\$6.00	\$6.00
Sr. Citizen Footbll	\$4.00	\$4.00
K-12 (Other Sports)	\$4.00	\$4.00
Adult (Other Sports)	\$5.00	\$5.00
Sr. Citizen (Other Sports)	\$3.00	\$3.00
Freshman Athletic Admissions		
K-12 (All Sports)	\$2.00	\$2.00
Adult (All Sports)	\$3.00	\$3.00
Music Events	•	
K-12 Students	\$2.00	\$2.00
Adults	\$3.00	\$3.00
Senior Citizens	\$2.00	\$2.00
Musicals		
Single Ticket	\$10.00	\$10.00
Drama Events		
K-12 Students	\$5.00	\$5.00
Adults	\$5.00	\$5.00
Parking Pass	\$25.00	\$25.00
Parking Fines (per occurrence)	\$25.00	\$25.00

MEALS	2015-16	2016-17
Lunch		
K-5	\$2.40	\$2.50
6-8	\$2.45	\$2.55
9-12	\$2.50	\$2.60
K-12 Reduced	\$0.40	\$0.40
Adult	\$3.35	\$3.45
Breakfast		
K-5	\$1.50	\$1.50
6-8	\$1.50	\$1.50
9-12	\$1.50	\$1.50
K-12 Reduced	\$0.30	\$0.30
Adult	\$1.70	\$1.70
Milk	\$0.40	\$0.50

Middle School	2015-16	2016-17
Fine Arts	\$1.00 or GWD	\$1.00 or GWD
Athletics		\$1.00 or GWD

Yearbook	2015-16	2016-17
6-8	\$18.00	\$18.00
9-12	\$70.00	\$70.00

Summer Programs	2016-17
Kirkwood Drivers Education	
Full Tuition	\$400.00
Kirkwood Drivers Education	
Reduced Tuition	\$200.00



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 - April 18, 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. 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, Bisgard, Breitfelder, Anderson, Christian, Ramos, Ironside, and Morrison. Absent: Schumacher.

200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 173-04-18

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

300: WORK SESSION

301: High School Counseling

Exhibit 301.1

High School 9th/10th Grade Counselors Pete Martin, Sheryl Cline, and Greg Hall presented the following highlights on the High School Counseling program:

- Counseling program focuses on college/career preparation, personal/social issues, and academics.
- The college/career focus offers 14 early morning student sessions that include guest speakers ranging from military recruiters, Workplace Learning Connection, and area colleges/universities, student visits to area colleges/universities, career speakers, evening presentations for parents, College & Career Planning nights, Career & College Planning Center, job shadowing, and use of Family Connections.
- Personal/Social focuses on individual student needs in relation to bullying, stress, pregnancy, problems at home, depression/anxiety, eating disorders, suicidal ideation, self-harm, etc. The District uses Signs of Suicide (SOS) to identify concerns in individual students, not to diagnosis, and the screening is only administered with parental permission.
- Academics focuses on the transition to high school, academic supports (Child Study Teams, 504 Plan management, IEP meetings, graduation progress, achievement gap plans, and acting as advocates for students/parents/staff, etc.). This area also focuses on Response to Intervention (RTI/MTSS).
- Goals of the Counseling Program are to maximize the tools available to students/families, encourage use of Family Connections, increase support to students/families regarding mental illness and social/emotional issues, and build time for RTI into students' daily schedules.

Rick Ironside, Executive Director of Support Services, and JT Anderson, CFO, shared the following highlights on the 2016-17 capital improvement and maintenance projects:

- Westfield addition (\$2,176,000.00 project): meeting with Larson Construction held on April 7th that included discussion on bus drop-off/pick-up times, location of materials/job trailers, west exit closure/approval, construction fence, erosion control installation, building permits, and soil boring.
- Oak Ridge cafeteria (\$700,000.00 project): will begin with installation of fence and dirt work. Actual construction work will begin after school releases with the goal of being done by August 12, 2016.
- HS kitchen renovation (\$1,270,000.00 project): reframing starts on May 2nd with the goal to have the project done by August 12, 2016.
- HS renovation project: north and south additions scheduled to be complete by July 31, 2016. Media center and two adjoining classrooms scheduled for completion by August 29, 2016. During the fall the Area C classrooms, lecture room, support services area, and old weight room will be renovated.
- Furniture/fixtures/equipment (FFE): \$1,750,000.00 has been allocated for the HS renovation project. Locations impacted include new classrooms, north/south common areas, cafeteria, Art, Industrial Tech, fitness area, and locker rooms. Quotes will be presented for Board approval on May 2nd.
- Summer maintenance projects: generally fall under \$25,000, chosen from a list provided by building administrators, reviewed and quotes obtained, and funding determined after major capital improvement projects are bid out.
- Anderson also reviewed PPEL (property tax) and SAVE (sales tax) funding and expenditures. Examples of PPEL funded projects: Westfield addition, Oak Ridge cafeteria renovation, HS renovation, transportation vehicles/equipment, custodial equipment, copiers, and preventative maintenance. Examples of SAVE expenditures: technology, revenue bonds principal and interest, and debt service levy buy down.

303: Website Design Update

Jeri Ramos, Executive Director of Technology, shared a preview of the new website design including how the view would be cohesive across platforms such as a computer, tablet, and smartphone. The Website Design Team met on April $11^{\rm th}$ and discussed content uploading, regular updating, options for staff pages, blogs, pictures, assignments, and customized view options (dashboards).

304: IASB Policy Priorities

Tim Isenberg, Board President, shared that the Iowa Association of School Boards (IASB) is requesting boards begin to assess their legislative priorities for 2016-17 so they can submit them during June/July. Superintendent Shepherd will put together some information on past priorities to share with the Board and further conversation will be held during an upcoming work session.

305: Strategic Planning Update

Superintendent Shepherd shared that the Strategic Planning Team (Jeff Frost, Bob Read, Leisa Breitfelder, Shannon Bisgard, and JT Anderson) are currently working on drafting language for the strategic goals as well as descriptions of the goals. This

information will be presented to the Board for additional input at the May 18th meeting. Shepherd also shared the following statistics from the Thoughtexchange survey process:

- 1. 119 students participated and collectively starred 12,533 thoughts
- 2. 1,349 adults participated and collectively starred 149,525 thoughts
- 3. 1,468 total people participated
- 4. 162,058 thoughts were collectively starred throughout the process

<u>400: ADJOURNMENT</u> <u>Motion 174-04-18</u>

Motion by Patterson for the Board to adjourn the work session at 6:35 PM; second by Nelson. Voice vote; motion approved.

Tim Isenberg, Board President
Angie Morrison, Board Secretary

Minutes respectfully submitted by: Gayla Burgess, Admin Asst to the Superintendent April 18, 2016



Inspire Learning. Unlock Potential. Empower Achievement.

Stra	ntegic Goal 1	Strategic Goal 2	Strategic Goal 3	Strategic Goal 4	Strategic Goal 5
All ac focus	ent Achievement: ction on teaching and learning will on empowering achievement at iighest 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 – April 18, 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. 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, Bisgard, Breitfelder, Anderson, Christian, Ramos, Ironside, and Morrison. Absent: Schumacher.

200: REVISION AND/OR ADOPTION OF THE AGENDA Motion 175-04-18

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

300: RECOGNITIONS/PROCLAMATIONS

301: Linn County Public Health – Idle Free Iowa

Tim Isenberg, Board President, presented Brian Cruise, Linn-Mar Transportation Director, with a certificate for his recent recognition by Linn County Public Health and Iowa Clean Cities Coalition for his efforts in reducing school vehicle fleet idling and petroleum use as part of their Idle Free Iowa initiative.

302: Teacher Recognitions

Exhibit 302.1

Karla Terry, Coordinator of Community Relations, shared a special recognition for Wendy Edwards, Echo Hill Kindergarten Teacher, and Leigh Cleland, Indian Creek 3rd Grade Teacher, who are committed to using community volunteers in their classrooms. Edwards and Cleland were nominated for the recognition by actual volunteers. Terry also presented a list of all the teachers who use volunteers in their classrooms and shared a special kudos to Shelly Jelinek, Echo Hill Kindergarten Teacher, for using 13 volunteers in her classroom this year.

400: AUDIENCE COMMUNICATIONS

500: RESOLUTIONS/OPENING OF BIDS/PUBLIC HEARINGS

600: INFORMATIONAL REPORTS

601: Equity Advisory

Patterson reported that the Equity Advisory discussed the following topics at their April 6th meeting: Affirmative Action, HS professional development day visit from Dr. Eddie Moore who focuses on diversity, privilege, and multicultural education, and that Sheri Crandall, HS Instructional Coach, and the University of Iowa will partner on a research project entitled, Teaching and Learning in Culturally Responsive Schools, to gather information on diversity at the HS during the 2016-17 school year.

602: Special Education Advisory

Nelson reported that at the April 6th Special Education Advisory meeting the discussion focused on the learning pathways as part of the Strategic Planning process, transition planning for students moving between buildings, the March Parent University presentation by Grant Wood AEA Occupational Therapist Patty Soldner on fine motor skills, and the summer reading program mandated by the State and its impact on families. Sherry Parsley, ASSIST Teacher, also presented information on the ASSIST program and its positive impact on students and families.

603: Marion City Council

Isenberg reported that at the April 7th Marion City Council meeting the only topic discussed that related to the District was the possible construction of an assisted living center off of Alburnett Road north of Main Street. The first hurdle of approval for the project would be a petition to become part of the City of Marion, as it is now zoned as county property.

604: Board Visit

Several Board members shared their enthusiasm regarding their April 8th visit to the Success Center. They were very impressed with Teacher/Coordinator Jackie Davis and her organizational skills and dedication to the students and program. The Success Center teaches life skills and offers work experience to students with special needs. Work experiences are available due to the Success Center partnering with several area businesses. Each student has an individual plan tailored to their specific needs, responsibilities they are expected to fulfill, and goals to strive for.

605: Finance/Audit Committee

Weaver and AbouAssaly reported that at the April 14th Finance/Audit Committee meeting the discussion focused on the HS renovation project FFE budget, the 2016-17 summer capital improvement and maintenance projects, negotiations for bargaining groups, new Student Activity Fund guidance released by the Dept of Education, and an update from the Business Office.

606: Energy Resource Management and Acquisition Advisory

Ironside reported that the April 14th ERMA meeting focused on findings from the Iowa Energy Commission audit conducted on Wilkins Elementary, rebates from MidAmerican Energy from the Westfield renovation project, and available utility costs through March 2016. The Westfield renovation will have the potential to provide a \$2,072.00 rebate from demand-controls (total cost of this part of the project is assessed at \$3,714) and a \$38,383 rebate from DVC, boiler and control upgrades (total cost of this part of project is assessed at \$63,855). Conversation pending with REC regarding potential rebates on lighting.

607: Coffee Conversation

Nelson and Patterson shared that the April 16th Coffee Conversation hosted at Excelsior was small in attendance but resulted in a good conversation on Strategic Planning and PTO partnerships to offset funding challenges with fieldtrips.

608: Administration Report

Exhibit 608.1

Superintendent Shepherd drew attention to the following items of interest from the Administration Report: the Early Childhood Blended Program (ECBP) will be moved from Echo Hill Elementary to Novak Elementary due to enrollment/space issues, the SEIU C Classification employees were moved up in classification that will result in a $.13 \, \phi$ to $.15 \, \phi$ /hour increase for most and marks the completion of a three year process to make their wages more competitive with the local labor market, MIIP insurance rates will be increasing around 12.9% over the current rates due to general medical inflation, dental insurance will increase by approximately 1%, Teledoc will continue in 2016-17, the MANE Event was a great success raising \$10,400

from direct contributions from attendees and netting approximately \$15,000 during the silent auction and \$15,500 from 39 corporate or individual sponsors. Shepherd also recognized the many achievements and honors listed in the Administration Report and gave kudos to everyone recognized and to any others that may have been unintentionally missed in the listing.

700: UNFINISHED BUSINESS

701: Second Reading of Board Policy Reviews/Revisions Motion 176-04-18 Exhibit 701.1 Motion by Patterson for the Board to approve the second reading of the policy reviews/revisions as presented in Exhibit 701.1 and based on the Iowa Association of School Boards Policy Primer suggestions; second by Gadelha. Voice vote; motion approved.

 Revised New Revised Revised Revised New 	4/16 4/16 4/16 4/16 4/16 4/16	401.1 404.R1 502.6 504.31 504.31-E1 504.31-E2	Personnel Qualifications, Recruitment, Selection Code of Professional Conduct/Ethics HS Academic Eligibility for Co- & Extra-Curricular Activities Administration of Medication to Students Medication Permission Form Authorization-Asthma or Other Airway Constricting Disease Medication or Epinephrine Auto-Injector Self-Administration Consent Form
7. New	4/16	504.32	Stock Epinephrine Auto-Injector Supply
8. Reviewed	4/16	603.8	Physical Education
9. Revised	4/16	702.1	Nutrition Services Program
10. New	4/16	702.1-R	Meal Charges
Revised	4/16	702.4-R	Eligibility for Free or Reduced Cost Meals
Revised	4/16	702.5	Vending Machines
Reviewed	4/16	803.1	Purchasing-Bidding: Goods/Services
14. Reviewed	4/16	803.2	Bids and Awards for Construction Contracts
Revised	4/16	805.2	Care, Maintenance and Disposal of District Records
Reviewed	4/16	902.6	Disposition of Obsolete Equipment
17. New	4/16	1004.8	Aquatic Center Use
18. New	4/16	1004.8-E1	Aquatic Center Fee Schedule
19. New	4/16	1004.8-E2	Aquatic Center Use Application
20. Revised	4/16	1005.6	Transporting Students in Private Vehicles

Motion by Hutcheson for the Board to approve the second reading of Board Policy 202.7 Board of Directors' Conflict of Interest as presented in Exhibit 702.1 and based on the Iowa Association of School Boards Policy Primer suggestions; second by Gadelha. Clarification was given that the policy has always allowed Board members to substitute, if they follow the guidelines included in the policy, but previous practice was for Board members not to substitute. Question had been raised to change the previous practice and allow Board members to substitute moving forward. Superintendent Shepherd stated the he would prefer, if the practice was to be changed, that he be given permission by the Board to decide on a case-bycase basis to ensure that liability and/or conflict of interest issues did not arise. Isenberg shared that he clarified with the IASB if Board members can substitute and the ISAB said yes, but the policy was originally put into place for smaller districts with limited staff resources. Vote taken by show of hands. Hutcheson, AbouAssaly, Gadelha, Weaver, and Nelson supported the motion. Isenberg and Patterson voted against the motion. Motion approved.

703: Resolution for Public Hearing to Convey Property *Motion 178-04-18*Motion by Patterson for the Board to set a public hearing on the conveyance of the property described in Exhibit 703.1 to the City of Marion, Iowa for May 2, 2016 at 7:00 PM to be held in the boardroom of the Linn-Mar Learning Resource Center (2999 N 10th Street, Marion); second by AbouAssaly. Clarification given that the land referred to is part of the Tower Terrace Road project that is underway by the City of Marion. Voice vote; motion approved.

800: NEW BUSINESS

801: Open Enrollment Requests Motion 179-04-18

Motion by Patterson for the Board to approve the 16 open enrollment requests as presented; second by AbouAssaly. Voice vote; motion approved.

Approved In

	7 O T Cur 2111			
	Name	Grade	Resident District	Reason
1	Apodaca, Selena	11 th	Belle Plaine CSD	On Time
2	Barnes, Savannah	9 th	Cedar Rapids CSD	On Time
3	Colvin, Tyler	8 th	Marion Independent	On Time
4	Foley, Leah	10 th	Springville CSD	On Time
5	Gifford, Joseph	9 th	Cedar Rapids CSD	On Time
6	Gifford, Kelsea	8 th	Cedar Rapids CSD	On Time
7	Huggins, Anna	9 th	Cedar Rapids CSD	On Time
8	James, Jared	12 th	Center Point-Urbana CSD	On Time
9	Lindsay, Aidan	9 th	West Delaware CSD	On Time
	Name	Grade	Resident District	Reason
10	Lindsay, Tia	11 th	West Delaware CSD	On Time
11	Sears, Bailey	11 th	Cedar Rapids CSD	On Time
12	Severson, Elysia	9 th	Belle Plaine CSD	On Time
13	Severson, Isabella	7 th	Belle Plaine CSD	On Time
14	Sheets, Athena	6 th	Cedar Rapids CSD	On Time
15	Sheets, James	8 th	Cedar Rapids CSD	On Time
16	Townsend, Alexandria	10 th	Alburnett CSD	On Time

900: CONSENT AGENDA

901: Personnel

Certified Staff: Resignation

certifica etairi riceig	crimea Starr Resignation				
Name	Assignment	Dept Action	Reason		
Connerly, Deb	HS: TAG Teacher	6/2/16	Retirement		
Likens, Jennifer	LG: 4 th Grade Teacher	6/2/16	Relocation		
Saldivar, Katherine	OR: .5 Foreign Language Teacher	6/2/16	Personal		
Schieffer, Carly	BW: Music Teacher	6/2/16	Personal		
Taylor, Susan	IC: 5 th Grade Teacher	6/2/16	Retirement		
Wasson, Eric	OR: Computers Teacher	6/2/16	Relocation		
Welch, Jonathan	HS: .5 Orchestra Teacher	6/2/16	Other Employment		

Classified Staff: Assignment/Reassignment/Transfer

	ing in the line of		
Name	Assignment	Dept Action	Salary Placement
Krejca, Julie	NE: Part-time Student Support Associate	4/4/16	\$12.79/hr
Weems, Kaylee	BW: Student Support Associate	4/4/16	\$11.71/hr

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Engelbach, Martha	BW: Student Support Associate	6/1/16	Retirement
Hill, Penny	TR: Bus Driver	4/13/16	Personal
Hoefer, Anna Mae	TR: Bus Driver	3/31/16	Retirement
Knapp, Katherine	LG: Student Support Associate	4/30/16	Personal
Morris, Jennifer	EH: Student Support Associate	6/2/16	Personal
Pillard, Kyle	O&M: HVAC Technician	4/21/16	Other Employment
Robertson, Pam	WF: Health Assistant	6/1/16	Retirement

Extra-Curricular Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Reason
Kramer, Tony	HS: Girls' Swimming/Diving Coach	4/1/16	\$12.00/hr

Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Haines, Kiley	OR: Head 8 th Grade Volleyball Coach	4/10/16	Move to HS
			Coaching Position
Wasson, Eric	OR: Assistant Boys' Track Coach	4/10/16	Relocation
Wasson, Eric	OR: Assistant 7 th Grade Volleyball Coach	4/10/16	Relocation
Wasson, Janine	OR: Head 7 th Grade Volleyball Coach	4/10/16	Relocation

902: Approval of Minutes from April 4th

Exhibit 902.1

903: Approval of Bills

Exhibit 903.1

904: Approval of Contracts

Exhibits 904.1-3

- 1) Contract Change Order with Larson Construction to cover adjustments for materials and labor for the High School renovation project totaling \$31,952.56.
- 2) Rental Service Agreement with City Laundering from August 31, 2016 through August 31, 2019.
- Commercial licensing agreement with Byron Wilson, Owner of Yourshirt My Design, LLC.
- 4) Special Education Instructional Program Agreements with College Community (2), Des Moines Independent CSD (2), Grant Wood Area Education Association (6), and Marion Independent (1). (For student confidentiality, no exhibits provided.)

905: Fieldtrip Requests

Exhibits 905.1-2

- 1) Overnight fieldtrip request for the Robotics Team to attend the FIRST World Championship in St. Louis, Missouri; April 27th thru 30th.
- 2) Overnight fieldtrip request for a FFA student to attend the DuPont Challenge Essay Contest winners' trip to Walt Disney World in Orlando, Florida; April 27th through 30th.

906: Board Information

Exhibit 906.1

- 1) School Finance and Cash Balance reports as of 3/31/2015
- 2) School Finance and Cash Balance reports as of 3/31/2016

907: Items Removed from the Consent Agenda for Separate Action

908: Approval of the Consent Agenda *Motion 180-04-18*

Motion by Patterson for the Board to approve the Consent Agenda as presented; second by Hutcheson. The Board recognized and congratulated the five retirees included in the personnel listing. Voice vote; motion approved.

1000: COMMUNICATIONS, ANNOUNCEMENTS, AND TRANSMITTALS

1001: Communications

- AbouAssaly congratulated the Linn-Mar School Foundation for a fantastic MANE Event.
- Patterson shared a reminder of the High School Fine Arts Dept presentation of *The Music Man* at 7:00 PM on April 28th, 29th, and 30th in the High School auditorium. For the first time Linn-Mar will have the opportunity to participate in the Iowa High School Musical Theatre Awards Program and judges from the Des Moines Performing Arts Group will be judging the performances. For more information visit: www.desmoinesperformingarts.org. Patterson also commented that the area Master Gardeners are collaborating with community schools to build gardens and have resources to offer the District. Ideas on how the Master Gardeners can partner with the District buildings should be shared with Patterson directly. tpatterson@Linnmar.k12.ia.us
- Isenberg was excited to share that the Board was in support of his idea for each Board member to choose an elementary building to be a champion for their PBIS program. Assignments are: Patterson (IC), Isenberg (WF), Nelson (LG), Hutcheson (NE), Weaver (WE), AbouAssaly (BW), and Gadelha (EH). Isenberg also shared the following assignments for the Marion City Council meetings: April 21st (Gadelha), May 5th (AbouAssaly), and May 19th (Nelson). Isenberg reported that in early May he will be touring the Waukee APEX and Blue Valley CAPS programs along with Shepherd, Bisgard, Frost, and Gadelha. Finally, Isenberg had a great time representing the state of Kentucky during the 4th grade States event.
- Gadelha reported that the Planning & Zoning Commission approved the construction of an assisted living center near Menards on Hwy 100 for any age level and that the location falls within the District. Gadelha also requested that the Executive Committee begin reporting out on their meetings similar to the other Board reports and that she would like access to the Thoughtexchange comments that were removed from the general submissions for her information and/or the Board's information only.
- Weaver shared that one of the High School Key Club members was recently elected the
 as the governor of the organization for Iowa and Nebraska and that another High School
 student recently received a community service volunteer award. Weaver will submit the
 names to Shepherd for inclusion in the next Administration Report.
- Nelson drew attention to the High School winning the 2015-16 Winter Sportsmanship Award/Valley Division for the Mississippi Valley Conference and shared that MANE Event was a great time for everyone that attended.
- Hutcheson shared that it was nice to experience such a personable and humble atmosphere by the collegiate athletes that participated in the All-Star charity basketball game with Marcus Paige.
- Shepherd requested that Board members not move forward with contacting the elementary buildings they will be championing the PBIS program for until he has a chance to share the information with the building administrators. Shepherd also shared that there will be a Board mixer with Marion Independent School District and the City of Marion on May 9th; more information will be shared as the date draws closer.

1002: Calendar

Date	Time	Event	Location
April 21st	4:00 PM	Health & Human Development	Boardroom
April 21st	5:30 PM	Marion City Council (Gadelha)	City Hall
April 27 th	7:00 AM	Executive Committee	Superintendent's Office
Date	Time	Event	Location
May 2 nd	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	

Date	Time	Event	Location
May 3 rd	5:30 PM	Technology Committee	Boardroom
May 5 th	5:30 PM	Marion City Council (AbouAssaly)	City Hall
May 9 th	TBD	Board Mixer with MISD & City of Marion	Marion Independent SD
May 11 th	7:00 AM	Executive Committee	Superintendent's Office
May 11 th	5:00 PM	Career & Technical Education	Boardroom
May 12 th	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
May 12 th	9:00 AM	ERMA Advisory	Office of Rick Ironside
May 16 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
May 19 th	5:30 PM	Marion City Council (Nelson)	City Hall
May 21 st	8:30 AM	Coffee Conversation (Isenberg/AbouAssaly)	Westfield Elementary
May 25 th	7:00 AM	Executive Committee	Superintendent's Office
May 29 th	1:00 PM	Graduation	US Cellular Center
Date	Time	Event	Location
June 1 st	4:00 PM	School Improvement Advisory	Boardroom
June 6 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
June 8 th	7:00 AM	Executive Committee	Superintendent's Office
June 9 th	9:00 AM	ERMA Advisory	Office of Rick Ironside
June 9 th	5:30 PM	Marion City Council	City Hall
June 16 th	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
June 20 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
June 22 nd	7:00 AM	Executive Committee	Superintendent's Office
June 23 rd	5:30 PM	Marion City Council	City Hall
Date	Time	Event	Location
July 7 th	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
July 7 th	5:30 PM	Marion City Council	City Hall
July 11 th	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Session	
July 13 th	7:00 AM	Executive Committee	Superintendent's Office
July 14 th	9:00 AM	ERMA Advisory	Office of Rick Ironside
July 21st	5:30 PM	Marion City Council	City Hall
July 27 th	7:00 AM	Executive Committee	Superintendent's Office
July 28 th	5:30 PM	Marion City Council	City Hall

Additional Dates to Remember:

- April 23rd Growl Prowl @ LM Stadium 9:00 AM
- May 2nd-6th Board/Teacher Appreciation Week
 May 13th Lunchtime Learning @ Boardroom Noon
- May 17th Parent Advisory @ Boardroom 5:15 PM May 26th 100-Hour Volunteer Luncheon @ Lowe Park 12:00 PM
- June 1st Last Day of School
- June 2nd Teacher Makeup Day

1003: Committees

Board Committees	Participants
Executive Committee	Isenberg, Patterson, Shepherd
Finance/Audit Committee	Abouassaly, Anderson, Hutcheson, Morrison, Shepherd, Weaver
Legislative/Policy Committee	Gadelha, Nelson, Patterson, Shepherd
District Committees	Participants
Career & Technical Education	Bisgard, Nelson
Construction Advisory	Ironside, Shepherd, Weaver
ERMA Advisory	Hutcheson, Ironside

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District Committees	Participants
Equity Advisory	Bisgard, Christian, Patterson, Ramos
Health & Human Development	Abouassaly, Breitfelder
School Improvement Advisory	Bisgard, Gadelha
Special Education Committee	Breitfelder, Nelson
Technology Committee	Isenberg, Ramos

1100: ADJOURNMENT *Motion 181-04-18*

Motion by Hutcheson for the Board to adjourn the regular session at 8:03 PM; second by Patterson. Voice vote; motion approved.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Minutes respectfully submitted by: Gayla Burgess, Admin Asst to the Superintendent April 18, 2016

IA - Warrants Paid Listing				
Date Range: 04/15/2016 - 04/28/201				
Vendor Name	Description	Check Total		
Fund: Aquatic Center BMO MASTERCARD	GENERAL SUPPLIES	\$1,020.93		
BMO MASTERCARD	TRAVEL	\$439.19		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$9,534.98		
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$173.87		
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$743.54		
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$173.87		
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$743.54		
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$779.87		
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$572.19		
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$858.78		
ISI SWIMMING INC	GENERAL SUPPLIES	\$157.00		
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$6.18		
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$10.73		
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$569.49		
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$37.10		
	GENERAL SUPPLIES	\$7.00		
RICHARDS BROOK	EE LIAB-VOL/SUN LIFE INS	\$3.00		
SUN LIFE FINANCIAL EBG	STATE INCOME TAX WITHHOLDING	\$287.99		
TREASURER ST OF IA	Fund Total:	\$16,119.25		
	Tuna Totali	*****		
Fund: GENERAL	REPAIR PARTS	\$47.18		
A & P FOOD EQUIPMENT	REPAIR/MAINT SERVICE	\$188.38		
A & P FOOD EQUIPMENT	GASOLÍNE	\$1,269.11		
AGVANTAGE FS	LEGAL SERVICES	\$2,450.00		
AHLERS AND COONEY, P.C.	OFFICIAL/JUDGE	\$70.00		
ALBERTSON JIM	ELECTRICITY	\$60,621.12		
ALLIANT ENERGY	INSTRUCTIONAL SUPPLIES	\$5.15		
AMERICAN SPECIALTIES	MAINTENANCE SUPPLIES	\$469.75		
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$57.24		
ARNOLD MOTOR SUPPLY	GENERAL SUPPLIES	\$4,842.40		
B & H PHOTO	INSTRUCTIONAL SUPPLIES	\$218.70		
BALBOA CAPITAL CORPORATION	INSTRUCTIONAL SUPPLIES	\$139.00		
BARNES & NOBLE	LIBRARY BOOKS	\$150.66		
BARNES & NOBLE	COMP/TECH HARDWARE	\$2,233.71		
BMO MASTERCARD	COMPUTER SOFTWARE	\$19.99		
BMO MASTERCARD	DUES AND FEES	\$50.00		
BMO MASTERCARD	GENERAL SOFTWARE	\$23.88		
BMO MASTERCARD	GENERAL SUPPLIES	\$1,896.94		
BMO MASTERCARD	GROUNDS UPKEEP	\$52.86		
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$10,425.72		
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$1,937.08		
BMO MASTERCARD	OTHER PROFESSIONAL	\$250.00		
BMO MASTERCARD	PROF SERV: EDUCATION	\$90.17		
BMO MASTERCARD BMO MASTERCARD	REF & RSRCH MATERIAL	\$68.58		

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/endor Name	Description	Check Total
BMO MASTERCARD	REPAIR PARTS	\$89.15
BMO MASTERCARD	REPAIR/MAINT SERVICE	\$69.95
BMO MASTERCARD	SMALL TOOLS	\$24.12
BMO MASTERCARD	STAFF WORKSHP/CONF	\$9,034.99
BMO MASTERCARD	TRAVEL	\$1,933.08
BOB ROGERS TRAVEL	INSTRUCTIONAL SUPPLIES	\$1,688.00
BOB ROGERS TRAVEL	TRAVEL	\$2,796.00
BOEHM ROMAN	OFFICIAL/JUDGE	\$140.00
BOOKHOUSE	LIBRARY BOOKS	\$1,417.20
BOOKHOUSE	MISC REVENUE	\$702.60
BURKEN STEVEN JAY	OFFICIAL/JUDGE	\$70.00
C.R. GLASS CO	MAINTENANCE SUPPLIES	\$402.00
CAMP COURAGEOUS	INSTRUCTIONAL SUPPLIES	\$530.00
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$198.87
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$353.70
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE	\$661.35
CEDAR VALLEY WORLD TRAVEL	RENTALS EQUIPMENT	\$875.00
CENTURYLINK	TELEPHONE	\$1,369.57
CHIROPRACTIC OF IOWA	PHYSICALS	\$80.00
CITY TREASURER'S OFFICE	INSTRUCTIONAL SUPPLIES	\$75.00
CMS COMMUNICATIONS	COMP/TECH HARDWARE	\$817.00
COFFEESMITHS	INSTRUCTIONAL SUPPLIES	\$21.75
COLLECTION	EE LIAB-GARNISHMENTS	\$507.79
COMMUNICATIONS ENGINEERING CO	TECH REPAIRS	\$445.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$25.00
COMPUTER SOLUTIONS, LTD	COMPUTER SOFTWARE	\$1,575.00
DAVIS JACQUELINE	GENERAL SUPPLIES	\$150,00
DECKER EQUIPMENT	INSTRUCTIONAL SUPPLIES	\$133.22
FAMILY VIDEO	FACILITY RENTAL	\$3,466.13
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,570,708.51
FEDEX	INSTRUCTIONAL SUPPLIES	\$135.46
FEDEX FREIGHT	GENERAL SUPPLIES	\$83.44
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$833.58
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$1,365.84
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$187.04
GRANT WOOD AEA	Professional Educational Services	\$60.00
GRANT WOOD AEA	PROFESSIONAL-OTHER	\$92.84
GRANT WOOD AEA	STAFF WORKSHP/CONF	\$2,990.00
GRANT WOOD AEA	TUITION IN STATE	\$61,070.74
GUITAR CENTER	INSTRUCTIONAL SUPPLIES	\$486.78
HY-VEE FOOD STORE-8555	GENERAL SUPPLIES	\$400.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$756.30
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$54,154.08
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$231,555.35
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$54,154.08

IA - Warrants Paid Listing

<u>Criteria</u>

Date Range:

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/endor Name	Description	Check Total
NTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$231,555.35
NTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$402,785.30
NTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$225.60
NVOLTA	OTHER TECH SER	\$345.00
OWA DEPARTMENT OF CULTURAL AFFAIRS/NHD	INSTRUCTIONAL SUPPLIES	\$40.00
OWA DEPT OF REVENUE - ADMIN WAGE LEVY	EE LIAB-GARNISHMENTS	\$659.50
OWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$261,516.37
OWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$392,494.57
OWA SAFE SCHOOLS	INSTRUCTIONAL SUPPLIES	\$600.00
OWA SCHOOL FOR THE DEAF	INSTRUCTIONAL SUPPLIES	\$1,498.39
OWA SHARES	EE LIAB-CHARITY	\$28.00
WI MOTOR PARTS	MAINTENANCE SUPPLIES	\$167.00
WI MOTOR PARTS	VEHICLE REPAIR	\$598.46
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$200.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$7,674.80
LASER RESOURCES, LLC	INSTRUCTIONAL SUPPLIES	\$70.00
LEMMER BARBARA	TRAVEL	\$42.14
LIFELINE AMPLIFICATION SYSTEMS	INSTRUCTIONAL SUPPLIES	\$21.00
LINN CO-OP OIL	GASOLINE	\$22,693.81
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$30.00
LMEA	EE LIAB-UNION DUES	\$10,095.49
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$50.64
LYNCH FORD	VEHICLE REPAIR	\$19,678.61
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,537.97
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,843.58
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	\$120.00
MARION TIMES	ADVERTISING	\$698.90
MENARDS -13127	GENERAL SUPPLIES	\$62.27
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$155.85
MERCY EAP SERVICES	OTHER PROFESSIONAL	\$680.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$1,282.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$12,134.21
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$343,095.58
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$17,103.12
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$19,866.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$22,458.80
MID AMERICAN ENERGY	NATURAL GAS	\$25,668.68
MIDWEST COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	\$98.70
NOLTE, CORNMAN & JOHNSON P.C.	OTHER PROFESSIONAL	\$240.00
NORTHSTAR AV	INSTRUCTIONAL SUPPLIES	\$80.00
NORTHSTAR AV	MAINTENANCE SUPPLIES	\$240.00
NORTHWEST EVALUATION ASSOCIATION	INSTRUCTIONAL SUPPLIES	\$17.50
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$315.24
ORKIN PEST CONTROL	SERVICE AGREEMENTS	\$270.00
PACE SUPPLY	MAINTENANCE SUPPLIES	\$7.50

A - Warrants Paid Listing	D-4-	<u>Criteria</u> Range: 04/15/2016 - 04/28/20
scal Year: 2015-2016	Date	Range: 04/15/2016 - 04/28/20
Vendor Name	Description	Check Total
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$211.74
PERFECTION LEARNING CORPORATION	LIBRARY BOOKS	\$1,954.72
PITTSBURGH PAINTS	MAINTENANCE SUPPLIES	\$71.77
POCKET FULL OF THERAPY INC	INSTRUCTIONAL SUPPLIES	\$80.85
Polk County Sheriff	EE LIAB-GARNISHMENTS	\$302.29
POOL TECH MIDWEST INC	CHEMICALS	\$706.00
POOL TECH MIDWEST INC	MAINTENANCE SUPPLIES	\$41.40
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$1,988.98
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$156.07
QUINN STORAGE	SERVICE AGREEMENTS	\$75.00
REALLY GOOD STUFF INC	INSTRUCTIONAL SUPPLIES	\$42.49
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$85.81
ROTO-ROOTER	REPAIR/MAINT SERVICE	\$210.00
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$239.60
SADLER POWER TRAIN	TRANSP. PARTS	\$1,872.96
SCANTRON	INSTRUCTIONAL SUPPLIES	\$144.99
SCHLEGEL SCOTT	OFFICIAL/JUDGE	\$140.00
SCHOOL MATE	INSTRUCTIONAL SUPPLIES	\$1,008.00
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$49.24
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$63.75
SEIU LOCAL 199	EE LIAB-UNION DUES	\$714.04
SOLUTION TREE	STAFF WORKSHP/CONF	\$3,245.00
STAGE ACCENTS	INSTRUCTIONAL SUPPLIES	\$590.64
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$12.50
SUMMIT COMPANIES	OTHER PROFESSIONAL	\$105.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,416.90
SUPERSKATE	INSTRUCTIONAL SUPPLIES	\$212.75
SYSTEMS UNLIMITED, INC.	PROF SERV: EDUCATION	\$2,853.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$172,089.52
TRI STATE TOWER, INC	REPAIR PARTS	\$510.00
U.S. CELLULAR	TELEPHONE	\$1,110.70
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$1,178.87
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$748.42
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$49,323.84
WAGE WORKS	EE LIAB-FLEX DEP CARE	\$9,504.27
WAGE WORKS	EE LIAB-FLEX HEALTH	\$5,988.56
WALMART	GENERAL SUPPLIES	\$251.17
WALMART	INSTRUCTIONAL SUPPLIES	\$973.38
WINDSTAR LINES	RENTALS EQUIPMENT	\$1,962.50
und: LOCAL OPT SALES TAX		Fund Total: \$5,174,545.78
HP INC	COMP/TECH HARDWARE	\$10,327.90
NOVAK DESIGN GROUP	ARCHITECT	\$4,486.76
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Fiscal Year: 2015-2016 Vendor Name Description Fund: MANAGEMENT LEVY IOWA WORKFORCE DEVELOPMENT UNEMPLOYME Fund: NUTRITION SERVICES A & P FOOD EQUIPMENT EQUIPMENT R	ENT COMP Fund Total:	1/15/2016 - 04/28/201 Check Total \$5,370.26
Fund: MANAGEMENT LEVY IOWA WORKFORCE DEVELOPMENT UNEMPLOYME Fund: NUTRITION SERVICES A & P FOOD EQUIPMENT EQUIPMENT R	Fund Total:	
IOWA WORKFORCE DEVELOPMENT UNEMPLOYME Fund: NUTRITION SERVICES A & P FOOD EQUIPMENT EQUIPMENT R	Fund Total:	\$5,370.26
Fund: NUTRITION SERVICES A & P FOOD EQUIPMENT EQUIPMENT R	Fund Total:	\$5,370.26
A & P FOOD EQUIPMENT EQUIPMENT R		
A & P FOOD EQUIPMENT EQUIPMENT R		\$5,370.26
7.4.1.000 E4011 III.		
DIA MACTERCARD CENERAL CUE	EPAIR	\$204.23
BMO MASTERCARD GENERAL SUF	PPLIES	\$19.94
EMS DETERGENT SERVICES CLEANING PR	ODUCTS	\$1,643.00
FARMERS STATE BANK EE LIAB-DIR D	EP NET PAY	\$47,806.74
GOODWIN TUCKER GROUP REPAIR/MAIN	SERVICE	\$128.81
GRANT WOOD AEA GENERAL SUF	PPLIES	\$136.00
INTERNAL REVENUE SERVICE-9343 EE LIAB-MEDI	CARE	\$1,027.30
INTERNAL REVENUE SERVICE-9343 EE LIAB-SO SI	EC	\$4,392.79
INTERNAL REVENUE SERVICE-9343 ER LIAB-MEDI	CARE	\$1,027.30
INTERNAL REVENUE SERVICE-9343 ER LIAB-SOC	SEC	\$4,392.79
INTERNAL REVENUE SERVICE-9343 FEDERAL INC	OME TAX WITHHOLDING	\$6,094.07
IOWA PUBLIC EMPL RETIR SYSTEM EE LIAB-IPERS	3	\$8,412.16
IOWA PUBLIC EMPL RETIR SYSTEM ER LIAB-IPER	3	\$12,625.37
MADISON NATIONAL LIFE INS. CO., INC DISTRICT LIFE	INSURANCE	\$150.35
MADISON NATIONAL LIFE INS. CO., INC ER LIAB-DISTI	RICT DISABILITY	\$209.05
METRO INTERAGENCY INS PROG. EE LIAB-DENT	AL INSURANCE	\$147.80
METRO INTERAGENCY INS PROG. EE LIAB-MEDI	EE LIAB-MEDICAL INSURANCE	
METRO INTERAGENCY INS PROG. ER LIAB-DENT	ER LIAB-DENTAL INS	
OFFICE EXPRESS GENERAL SUI	GENERAL SUPPLIES	
SCHOOL NUTRITION ASSOCIATION DUES AND FE	DUES AND FEES	
SUN LIFE FINANCIAL EBG EE LIAB-VOLA	EE LIAB-VOL/SUN LIFE INS	
TOGNETTI, KIM UNEARNED R	EVENUE	\$13.50
TREASURER ST OF IA STATE INCOM	IE TAX WITHHOLDING	\$2,283.63
U.S. DEPARTMENT OF TREASURYFMS EE LIAB-GARI	NISHMENTS	\$151.59
UNITED WAY OF EAST CENTRAL IOWA EE LIAB-CHAF	RITY	\$50.00
VOYA RETIREMENT INSURANCE EE LIAB-403 (B)	\$4,040.00
	Fund Total:	\$108,780.27
Fund: PHY PLANT & EQ LEVY	r cumpi ice	\$2,068.36
BMO MASTERCARD BLDG. CONST		\$606.46
CAPITOL R & D INC BLDG. CONST	SUPPLIES	\$8,238.96
COMMING CENTRAL COVER ELECTRICAL CONTRACTOR	VEHICLES COMPUTER/COPIER RENT	
DE LAGE EMIDENT OBLIG I II WINGE	OFIER REINI	\$4,525.00 \$8,005.45
LYNCH FORD VEHICLES	Fired T-A-1-	
Fund: Pool 10 Million Issue and 2013 10M Issue	Fund Total:	\$23,444.23
COMMUNICATIONS ENGINEERING CO COMP/TECH	HARDWARE	\$5,118.64
RIVERSIDE TECHNOLOGIES, INC CONSTRUCT		\$3,828.28
THE HOLD TECHNOLOGICO, INC.		\$250.00
SOIL-TEK CONSTRUCT	Fund Total:	· · · · · · · · · · · · · · · · · · ·
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IA - Warrants Paid Listing	Data Bangai	<u>Criteria</u> 04/15/2016 - 04/28/2016
Fiscal Year: 2015-2016	Date Range:	04/15/2016 - 04/26/2016
Vendor Name	Description	Check Total
Fund: PUB ED & REC LEVY		
BEACON ATHLETICS	GROUNDS UPKEEP	\$184.44
D&N FENCE CO	GROUNDS UPKEEP	\$4,480.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,472.38
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$30.34
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$129.68
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$30.34
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$129.68
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$201.22
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$14 1.60
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$212.51
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	\$22.88
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$361.50
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$18.55
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$83.58
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$29.99
	Fund Tota	l: \$7,538.14
und: STUDENT ACTIVITY		
AL-YASSIRI HUSSIN	OFFICIAL/JUDGE	\$110.00
ALBERTSON JIM	OFFICIAL/JUDGE	\$110.00
AMES HIGH SCHOOL	DUES AND FEES	\$125.00
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$6,026.25
BMO MASTERCARD	TRAVEL	\$6,193.09
BOEHM ROMAN	OFFICIAL/JUDGE	\$190.00
BURESH RENTAL	INSTRUCTIONAL SUPPLIES	
BURKEN STEVEN JAY	OFFICIAL/JUDGE	\$110.00
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$236.15
CEDAR VALLEY WORLD TRAVEL	TRAVEL	\$1,140.00
CENTURY RESOURCES INC	INSTRUCTIONAL SUPPLIES	\$257.32
CITY HIGH SCHOOL	DUES AND FEES	\$180.00
CITY HIGH SCHOOL	OTHER ACT INCOME	\$75.00
COHEN BRIAN	OFFICIAL/JUDGE	\$110.00
COOPER STEPHEN	OFFICIAL/JUDGE	\$55.00
COPYWORKS	INSTRUCTIONAL SUPPLIES	\$147.50
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$1,225.00
DODGE JOHN	OFFICIAL/JUDGE	\$95.00
DUBUQUE HEMPSTEAD HIGH SCHOOL	DUES AND FEES	\$85.00
DUBUQUE SENIOR HIGH SCHOOL	OTHER ACT INCOME	\$75.00
DVORAK JOHN	OFFICIAL/JUDGE	\$110.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	
GARMENT DESIGN	100	
GRIGGS MUSIC INC INSTRUCTIONAL SUPPLIES		\$2,521.65 \$543.60
HADZALIC HARIS	OFFICIAL/JUDGE	\$105.00

IA - Warrants Paid Listing

<u>Criteria</u>

Date Range:

04/15/2016 - 04/28/2016

Fiscal Year: 2015-2016

Vendor Name	Description	Check Total
HADZIC, NEDZAD	OFFICIAL/JUDGE	\$123.40
HAZIM AL-YASIRI	OFFICIAL/JUDGE	\$110.00
HOYT BOB	OFFICIAL/JUDGE	\$75.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$2,336.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$16.14
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$69.06
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$16.14
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$69.06
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$123.48
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	INSTRUCTIONAL SUPPLIES	\$87.00
IOWA HIGH SCHOOL ATHLETIC ASSOC	DUES AND FEES	\$2.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$80.20
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$120.38
IRC TEAM SPORTS	INSTRUCTIONAL SUPPLIES	\$539.00
JANDIK DEAN	OFFICIAL/JUDGE	\$95.00
JOE SAMPLE	OFFICIAL/JUDGE	\$110.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$80.00
KENNEDY HIGH SCHOOL	OTHER ACT INCOME	\$75.00
KEOKUK COMMUNITY SCHOOL DISTRICT	INSTRUCTIONAL SUPPLIES	\$50.00
LABENZ TRACY	OFFICIAL/JUDGE	\$110.00
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$114.80
LEVEL 10	INSTRUCTIONAL SUPPLIES	\$918.00
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$120.00
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$269.10
LUIS PARRAGUEZ	OFFICIAL/JUDGE	\$105.00
MEDICAL SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$99.98
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$276.72
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$1,622.00
	DUES AND FEES	\$80.00
MUSCATINE HIGH SCHOOL PATTERSON JIM	OFFICIAL/JUDGE	\$105.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$58.28
	INSTRUCTIONAL SUPPLIES	\$33.61
PET SMART	INSTRUCTIONAL SUPPLIES	\$63.00
PIZZA HUT OF AMERICA, INC. & AFFIL	DUES AND FEES	\$75.00
PLEASANT VALLEY HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$99.00
PODZIMEK, LINDSEY	INSTRUCTIONAL SUPPLIES	\$160.00
PORT'O'JONNY	DUES AND FEES	\$80.00
PRAIRIE HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$240.00
PRAIRIE VOLLEYBALL	INSTRUCTIONAL SUPPLIES	\$345.00
QUAD CITY MUSIC GUILD	OFFICIAL/JUDGE	\$110.00
SCHLEGEL SCOTT	INSTRUCTIONAL SUPPLIES	\$12.59
SCHULTZ STRINGS INC		\$75.00
SPECHT KIMBERLY	INSTRUCTIONAL SUPPLIES	\$2,798.00
SPORTS IMPORTS	INSTRUCTIONAL SUPPLIES	
T. MARIE PORTRAITS & PHOTO BOOTH	INSTRUCTIONAL SUPPLIES	\$350.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$49.58

IA - Warrants Paid Listing		Date Range:	<u>Criteria</u> 04/15/2016 - 04/28/2016
Fiscal Year: 2015-2016			
Vendor Name	Description		Check Total

Vendor Name	Description	Check Total	
TURNER TYLER	OFFICIAL/JUDGE	\$110.00	
UCA/UDA- SUMMER CAMPS	INSTRUCTIONAL SUPPLIES	\$4,500.00	
WALMART	INSTRUCTIONAL SUPPLIES	\$63.94	
WATERLOO WEST HIGH SCHOOL	DUES AND FEES	\$100.00	
WEST HIGH MATH CLUB	DUES AND FEES	\$120.00	
XAVIER HIGH SCHOOL	OTHER ACT INCOME	\$75.00	

Fund Total: \$38,496.23

Grand Total: \$5,398,305.74

End of Report

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4041 Shady Oak Drive Marion, Iowa 52302 (319) 365-7347 Toll-Free (888) 771-6765 www.ElitePhoto1.com Kevin L. Kamp, President

PHOTOGRAPHY AGREEMENT

	st day of _				Elite Photograph	y of
4041 Shady Oak Dr, Marion, Linn Co	unty, Iowa, re	eferred to a	s "Elite I	Photo", and	d Linn-Mar	
Community School District, of Marion	_111	, Li	nn Coun	ty,	_, referred to as	"The
School".						

The parties to this agreement, in consideration of the mutual covenants and stipulations set out, agree as follows:

- 1. <u>Term.</u> The term of this contract shall be for _one (1) year(s) during which time The School shall grant to Elite Photo the exclusive rights to commencement photography. No other photographer shall provide commencement photographs during the term of this contract.
 - Commission. Elite Photo may provide the following commission to The School: (1) Elite Photo shall make a payment to The School equal to \$1.00 for each subject photographed.
 - 3. Responsibilities of School. In consideration of the commission paid to the school, Elite Photo will be provided with school logos for use on the photos. Elite Photo will not use logos or trademarks for any other purpose other than photographs sold from the school's commencement ceremonies. Elite Photo will use said logos and trademarks in accordance with the schools published guidelines.
- 4. Responsibilities of Elite Photo for Photographs. Elite Photo shall photograph all participants in a timely manner consistent with industry standards. Elite Photo shall not be responsible for delays in shooting caused by weather, natural disasters or other "acts of God" which are beyond the control of Elite Photo.

Elite Photo shall return the finished photographs in a reasonable and timely manner consistent with industry standards. Elite Photo shall not be responsible for delays in delivery of finished photographs caused by the processing facility, shipping vendor or other circumstances beyond the control of Elite Photo. Elite Photo shall not be responsible for delays in returning the finished photographs which are directly caused by delayed shooting schedules.

Elite Photo shall guarantee all finished photographs to be of good technical quality based on industry standards and shall replace the photograph or refund the purchase price for any defective product.





5. <u>Property Damage and Personal Injury</u>. The school shall not be liable for damage to equipment owned by Elite Photo unless such damage is caused by the gross negligence, or deliberate and willful actions, of any representative, agent or employee of The school.

Elite Photo shall not be liable for any damage to property owned by The school unless such damage is caused by the gross negligence, or deliberate and willful actions, of any employee, representative or agent of Elite Photo.

Elite Photo shall not be liable for any personal injury to representatives, agents or employees of The school or subjects being photographed during the photo sessions or their guests, unless such personal injury is caused by the gross negligence, or deliberate and willful actions, of any employee, representative or agent of Elite Photo.

The School shall not be liable for any personal injury to employees, representatives or agents of Elite Photo occurring during the photo sessions unless such personal injury is caused by the gross negligence, or deliberate and willful actions, of any employee, representative or agent of The School.

- 6. <u>Termination of Agreement Prior to Termination of Term</u>. It is agreed that if The School elects to terminate this agreement prior to the 2015 commencement ceremony, The School may do so by paying to Elite Photo the sum of \$500.00
- 7. Automatic Extension. Unless either party notifies the other party by registered mail at least _____ month(s) before the expiration of the term of this agreement of the intention not to renew and continue the agreement, such term shall be automatically extended for a further period of zero ____0_ year(s); in such event, all terms and provisions of the agreement shall continue in full force and effect during the extension period, except that there shall be no automatic renewal after the expiration of the extension period.
- 8. <u>Miscellaneous Provisions</u>. It is agreed that the parties have participated in the preparation of this Agreement. It is agreed that if any provision of this Agreement shall be found by any court of competent jurisdiction to be unclear and ambiguous, that the rule of contract construction that any such provision be construed against the party who prepared the instrument shall not apply.

This agreement shall supersede any previous agreement between the parties, and any previous agreement shall be considered null and void. The terms of this Agreement may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is asserted.



4041 Shady Oak Drive Marion, Iowa 52302 (319) 365-7347 Toll-Free (888) 771-6765 www.ElitePhoto1.com Kevin L. Kamp, President

It is agreed that if any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provisions of this Agreement, and all such other provisions shall remain in full force and effect.

It is the intention of the parties if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

This Agreement shall be governed by and construed and interpreted according to the laws of the State of Iowa.

The rights, covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties.

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

The captions and headings of the paragraphs of this Agreement are for convenience only and are not to be used to interpret or define the provisions hereof.

In witness whereof the parties have executed this Agreement on the day and year first above written.

ELITE PHOTOGRAPHY		
BY:	By:	
Kevin L. Kamp, Owner	School Representative	



MEMORANDUM OF UNDERSTANDING BETWEEN

Linn-Mar Community School District and



Workplace Learning Connection (WLC) agrees to:

- PROVIDE high quality, age-appropriate, relevant, work-based learning Career Exploration activities for the District's K-12 students
- PROVIDE middle/junior high and senior high school student services based on school population for establishing equity of support among the districts; elementary school programs will be charged at a per service rate
- PROVIDE a report of services rendered annually to the administration
- COLLABORATE with the District /School as it develops a Career Development Plan
- COLLABORATE with Grant Wood AEA and/or Kirkwood Community College to provide high quality work-based learning/career development credit-bearing Professional Development activities for educators

Workplace Learning Connection signature

I. representing the District in regard to Career Development Planning, agree to:

- IDENTIFY WLC as the designated, single point of contact for work-based learning for student and teacher exploration and experience of career and workforce issues
- ALLOW access to the school community via website and school publications for WLC/District activities
- PROVIDE awareness of the elective, academic internship and/or practicum through the school 's Program of Studies and award appropriate school credit for participation

At the Building level, with the Principal and Administrative Team:

- ENSURE access to and equity of student and staff participation in Career Exploration experiences
- PROVIDE an appropriate contact(s) for WLC within the district or school building(s); preferably in Guidance
- PROMOTE flexibility in school scheduling to accommodate Career Development activities

At the school contact level, in partnership with WLC School Liaison:

- PROVIDE student preparation & follow-up for Career Development activities
- ADHERE to the activity request and scheduling dates/deadlines and to participation compliance policies

To sustain the intermediary functions of Workplace Learning Connection, in partnership with employers and the community, each school district is asked to provide funding through the following formula:

> Budget line item for Career Development Activities based on the 2015-2016 Enrollment reported to Iowa Department of Education:

Elementary

Middle/Junior (6-8)

@ \$3.50 / student X 1700 students

Fees per Service \$5,950.00

High School

@ \$5.50 / student X 2057 students

\$11,313.50

Total for 2016-17

\$17,263.50

(Invoiced 07/2016)

Fees for Services may be assessed, with prior notice, for "Out of School Time" programming.

Our endorsement will enable Workplace Learning Connection to fulfill the goals of regional communication and coordination of work-based learning experiences and support school districts, employers, and communities in local collaborative efforts.

Superintendent/Designee signature

Date

Signed copies of this document will be provided to each building principal in the District by Workplace Learning Connection.



Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: CC-10	OWNER:
Linn-Mar High School Additions and	DATE : April 10, 2016	ARCHITECT: □
Renovations - Phase 2 Marion, Iowa		CONTRACTOR:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 11-1	
Larson Construction Co., Inc. 600 17 th Street SE P.O. Box 112 Independence, IA 50644	CONTRACT DATE: March 9, 2015 CONTRACT FOR: Combined Construction	OTHER:
THE CONTRACT IS CHANGED AS FOLI (Include, where applicable, any undisput Please see attachment for Change Order is	ed amount attributable to previously execu	ted Construction Change Directives)
The original Contract Sum was The net change by previously authorized The Contract Sum prior to this Change O The Contract Sum will be increased by th The new Contract Sum including this Ch	rder was iis Change Order in the amount of	\$ 19,548,000.00 \$ 269,475.10 \$ 19,817,475.10 \$ 54,089.49 \$ 19,871,564.59
The Contract Time will be increased by 2 The date of Substantial Completion as of	Zero (0) days. the date of this Change Order therefore is	on or before December 16, 2016.
been authorized by Construction Change	le changes in the Contract Sum, Contract Ti Directive until the cost and time have been r is executed to supersede the Construction	ime or Guaranteed Maximum Price which have n agreed upon by both the Owner and n Change Directive.
NOT VALID UNTIL SIGNED BY THE	ARCHITECT, CONTRACTOR AND O	WNER.
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 17th Street SE	2999 North Tenth Street
Suite 200	P.O. Box 112 Independence, IA 50644	Marion, IA 52302
Des Moines, A 50309 ADDRESS	ADDRESS ADDRESS	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Paul Arend	Travis Schwartz	Tim Isenberg, School Board President
(Typed name)	(Typed name)	(Typed name)
4/25/16	4.21.10	May 2; 2016
DATE	DATE	DATE

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

Attachment to Change Order CC-10

General Contractor: Larson Construction

April 18, 2016

Item No. 1:

Provide cost for material and labor to furnish and install unit heaters, exhaust ductwork and grilles in Area D.

DLR Group Proposal Request CC-18R dated August 5, 2015. Pricing per Larson Construction correspondence dated January 15, 2016.

Total Item No. 1:

Add:

\$10,378.33

Item No. 2:

Cost for material and labor to remove existing steel door leaf, hardware and threshold and install new 3'-0" wide 1-3/4" insulated galvanized hollow metal exterior door and new threshold set at Wresting Room EL29.

DLR Group Proposal Request CC-30 dated December 3, 2015. Pricing per Larson Construction correspondence dated April 5, 2016

Total Item No. 2:

Add:

\$13,632.14

Item No. 3:

Cost for labor and material to modify Wrestling EL29, Weights EL33, Vestibule EL190 and Corridors EL191, EL192, EL193 and EL194 per Proposal Request No. CC-48.

DLR Group Proposal Request CC-48 dated January 27, 2016. Pricing per Larson Construction correspondence dated March 28, 2016.

Total Item No. 3:

Add:

\$5,303.25

Item No. 4:

Credit to eliminate casework/reception desks in H112 and BL001.

Pricing per Larson Construction correspondence COR #51 dated February 4. 2016, reviewed by DLR Group on March 25, 2016.

Total Item No. 4:

Deduct: (\$20,642.00)

Item No. 5:

Cost for labor and material to modify flooring in Weight Room EL33:

- 1. Delete Interlocking Rubber Floor Tile and provide 1" AktivPro Roll System Resilient Flooring.
- 2. Provide required transition/ramp tiles at Opening ELE1B, Opening EL32E, South Double Door Opening to Corridor BL191.
- 3. Provide transition/ramp tiles at lower end of Ramp, adjacent to Opening EL32D for smooth transition.
- 4. Modify Door ELE1B to accommodate new flooring thickness and door opening.

DLR Group Proposal Request CC-50R dated March 11, 2016. Pricing per Larson Construction correspondence dated March 29, 2016.

Total Item No. 5: Add: \$30,802.69

Item No. 6:

Cost for labor and material to build new 4" masonry chase wall for piping behind Electric Water Cooler at south end of Weights EL33.

Pricing per Larson Construction correspondence COR #61 dated February 23, 2016, reviewed by DLR Group on March 23, 2016.

Total Item No. 6: Add: \$966.61

Item No. 7:

Cost for material and labor to add four (4) receptacles and circuiting in Corridor EL192 and Storage EL192A and add additional receptacles and circuiting for treadmills in Fitness EL32.

DLR Group Proposal Request CC-53 dated April 6, 2016. Pricing per Larson Construction correspondence dated April 7, 2016.

Total Item No. 7: Add: \$3,147.44

Item No. 8:

Cost for labor and material for re-insulation of abated fittings in Girls Locker Room as directed by the District.

Pricing per Larson Construction correspondence COR #66 dated March 11, 2016, reviewed by DLR Group on March 29, 2016.

Total Item No. 8: Add: \$880.87

Item No. 9:

Cost for material and labor to remove existing steel door leaf, hardware and threshold and install new 3'-0" wide 1-3/4" insulated galvanized hollow metal exterior door and new threshold set at Wresting Room EL29.

DLR Group Proposal Request CC-55 dated March 15, 2016. Pricing per Larson Construction correspondence dated April 5, 2016.

Total Item No. 9:

Add:

\$3,242.58

Item No. 10:

Cost for material and labor to relocate electrical conduit to avoid conflict with new overhead door motor and hood at Opening EL32E between Fitness EL32 and Weights EL33.

DLR Group Proposal Request CC-59 dated March 29, 2016. Pricing per Larson Construction correspondence dated April 11, 2016.

Total Item No. 10:

Add:

\$385.57

Item No. 11:

Cost for material and labor to install a concrete pad for the dust collector. Shift concrete pad to the east as much as possible without overlapping the west edge of the exterior overhead door to Construction Lab F127.

DLR Group Proposal Request CC-61 dated March 29, 2016. Pricing per Larson Construction correspondence dated March 31, 2016.

Total Item No. 11:

Add:

\$5,703.07

<u>Item No. 12:</u>

Opening M008 - New doors with existing framing. The existing doors have continuous hinges on them. Hardware Group 10.1 has ball bearing hinges schedule. Cost for labor and material to change to continuous hinge.

Pricing per Larson Construction correspondence COR #70 dated April 7, 2016, reviewed by DLR Group on April 13, 2016.

Total Item No. 12:

Add:

\$288.94

TOTAL AMOUNT OF CHANGE ORDER CC-10:

ADD:

\$54.089.49



Linn Mar AMAG 3111 N 10th St Marion, IA 52302

CHARACTER SCHOOL OPP-626019

QUO-50951-G3N1

3/14/2016 12:00:00 AM

Submitted To:

Jeri Ramos 3111 N 10th St Marion, IA 52302

Prepared by:

Kayla Fountain, Sales Executive
405 Boyson Rd
Hiawatha, IA 52233
(319) 731-4806 phone
319-364-6970 fax
kfountain@cecinfo.com
www.cecinfo.com

Project Overview

LINN MAR AMAG - HIGH SCHOOL

- •Install new AMAG access control system in high school.
- System will control or monitor 61 doors.
- •Community Electric is responsible for power to seven door lock power supplies and six head end panels.
- •Liberty Doors to supply door hardware for seven doors.
- •Allied Glass Products, Inc. to install door hardware provided by Liberty Doors.

Scope of Work

The following scope of work defines the specific tasks and responsibilities required of each party to successfully complete the above referenced project. It also identifies specific conditions and clarifications upon which this proposal is derived.

CEC Responsibilities

- Provide and install all system cable.
- •Install, terminate and test the "field devices".
- •Provide and install all required head end system hardware and software.
- •Provide 8 hours of on-site system user training at the conclusion of the project.

Customer Responsibilities

- •Provide all door lock power supplies, electric door locks, request to exit hardware &door position sensors for doors under current construction contract.
- •Provide all LAN/WAN connections and network functionality as required for system operation and programming.
- •Designate a key customer representative to act as project manager. This individual shall be the primary contact for all communications and have the authority to act on all contractual, administrative, and scheduling decisions.
- •Provide ready access to all work areas for CEC personnel.
- •Provide any AC power and appropriately conditioned physical space as required by the system(s).

Conditions & Clarifications

- •All doors on current contract will have provided pathway to get access wiring to electrified door hardware.
- •Any changes to this proposal will be communicated and approved in writing by an authorized Customer representative prior to commencing work.
- •All CEC labor is to be performed during normal CEC business hours (7:30 to 4:30 M-F, excluding holidays) unless otherwise specified. Customer is to inform CEC prior project start up, of any times when work cannot be performed.
- •This quotation assumes a standard installation schedule. Any expedited deliveries or installation schedules are not included, unless specifically identified, and will incur additional charges.
- •NOTICE: All work performed by CEC MUST be scheduled through our Project Management Office (PMO), allowing adequate lead time for equipment delivery and scheduling of workforce. Upon

project award our PMO will contact you to confirm project timelines and availability of resources. Standard lead time for labor services is 4 to 6 weeks from confirmation.

- •Delays incurred by CEC employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control will be invoiced at our current labor rates.
- •This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control will be invoiced to the Customer at our current labor rates.
- •CEC will provide a 1 year system warranty during normal business hours. Warranty shall begin at the date of beneficial use, or the project close out, whichever comes first.

Equipment and Materials List

Qty	Mfg-Part #	Description
		****SOFTWARE****
1	AMAG-PRO-LIC-016-V8	Symmetry Professional 16 Reader License Add-on
1	AMAG-PRO-LIC-008-V8	Symmetry Professional 8 Reader License Add-on
2	AMAG-PRO-CLIENT-V8.0.2	Symmetry Professional Client Software - Includes CD & License
		****EQUIPMENT****
		**** TR-D PANEL ****
1	AMAG-M2150-2RDR-IPW-PACK	Symmetry M2150 2 Reader IP Pack - 2DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM2, NIC-4, TRANS-75-UL
1	AMAG-M2150-AC8/4	Symmetry M2150 8 Input/4 Output Module - (NOTE: Maximum 1 option board per 8DBC controller).
1	AMAG-870	Symmetry Javelin 870 Prox Wallswitch Reader - Supports HID prox, 4" range*
1	ABS-12V7T1PC	Battery - 12V-7AH
5	GRI-8080-TWG-W	Flush Door Contact - Wide Gap White
		**** TR-E PANEL ****
1	AMAG-M2150-8RDR-IPW-PACK	Symmetry M2150 8 Reader IP Pack - 8DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM8, NIC-
1	AMAG-MZ 130-ONDN-1F W-F ACK	4, TRANS-75-UL
1	AMAG-M2150-AC8/4	Symmetry M2150 8 Input/4 Output Module - (NOTE: Maximum 1 option board per 8DBC controller).
1	ABS-12V7T1PC	Battery - 12V-7AH
4	AMAG-870	Symmetry Javelin 870 Prox Wallswitch Reader - Supports HID prox, 4" range*
14	GRI-8080-TWG-W	Flush Door Contact - Wide Gap White
	AMA O AMA O A DOM - DOM - IZIT	****TR-C PANEL ****
1	AMAG-MN-CAB3A+PSU-KIT	Symmetry CAB3A Enclosure Kit - Lock, Tamper, AC Mon., PSU-KIT. Supports: DBU & QTY 1x AC24/4, OC4/24, 4DC, 2DC or QTY 2x 2DC, 4DC, AC24/4, OC4/24 or QTY: 1x 8DBC, 8DC, 4DBC, 2DBC (WHD 16.5x21.7x3.7)*
1	AMAG-M2150-AC24/4	Symmetry M2150 24 Input/4 Output Panel BOARD ONLY - Requires MN-CAB-FIX if adding to existing enclosure
2	AMAG-MN-CAB-FIX	Symmetry M2150 Board Fixing Kit - For adding Boards to existing enclosure. Includes standoffs, screws, etc
1	AMAG-M2150-DBU	Symmetry M2150 20K DBU BOARD ONLY - (NOTE: No NIC included. Requires MN-CAB-FIX if adding to enclosure)
1	AMAG-MN-NIC-4	Symmetry M2150 NIC Module - 10/100Mbps NIC for Ethernet connection of panel to LAN
1	ABS-12V7T1PC	Battery - 12V-7AH
8	GRI-8080-TWG-W	Flush Door Contact - Wide Gap White
		**** TR-MAIN PANEL ****
1	AMAG-M2150-2RDR-IPW-PACK	Symmetry M2150 2 Reader IP Pack - 2DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM2, NIC-4, TRANS-75-UL
1	AMAG-M2150-AC8/4	Symmetry M2150 8 Input/4 Output Module - (NOTE: Maximum 1 option board per 8DBC controller).
1	AMAG-870	Symmetry Javelin 870 Prox Wallswitch Reader - Supports HID prox, 4" range*
1	ABS-12V7T1PC	Battery - 12V-7AH
2	GRI-8080-TWG-W	Flush Door Contact - Wide Gap White
1	Sentrol-1092A	Overhead Door Contact w/ Armor Cable & brkts
		**** TR-B PANEL ****
1	AMAG-MN-CAB4A+PSU-KIT	Symmetry CAB4A Enclosure Kit - Lock, Tamper, AC Mon., PSU-6. Supports: DBU & QTY 1x AC24/4, OC4/24, 4DC, 2DC or QTY 1x 8DBC, 8DC, 4DBC, 2DBC & QTY: 1x AC24/4, OC4/24, 4DC or QTY 1x 4DC, AC24/4, OC4/24 w/ 2x 2DC (WHD 19.7x22x4.1)*
1	AMAG-M2150-2DBC	Symmetry M2150 2DBC 2 Reader Panel BOARD ONLY - 20K. Requires MN-CAB-FIX if adding to existing enclosure
1	AMAG-MN-NIC-4	Symmetry M2150 NIC Module - 10/100Mbps NIC for Ethernet connection of panel to LAN
1	AMAG-M2150-AC24/4	Symmetry M2150 24 Input/4 Output Panel BOARD ONLY - Requires MN-CAB-FIX if adding to existing enclosure

2	AMAG-MN-CAB-FIX	Symmetry M2150 Board Fixing Kit - For adding Boards to existing enclosure. Includes standoffs, screws, etc		
1	AMAG-870	Symmetry Javelin 870 Prox Wallswitch Reader - Supports HID prox, 4" range*		
1	ABS-12V7T1PC	Battery - 12V-7AH		
11	GRI-8080-TWG-W	Flush Door Contact - Wide Gap White		
3	Sentrol-1092A	Overhead Door Contact w/ Armor Cable & brkts		
		**** TR-A PANEL ****		
1	AMAG-M2150-8RDR-IPW-PACK	Symmetry M2150 8 Reader IP Pack - 8DBC Panel, CAB3A Enclosure, PSU-KIT Power, WIM8, NIC-4, TRANS-75-UL		
1	AMAG-M2150-AC8/4	Symmetry M2150 8 Input/4 Output Module - (NOTE: Maximum 1 option board per 8DBC controller).		
4	AMAG-870	Symmetry Javelin 870 Prox Wallswitch Reader - Supports HID prox, 4" range*		
1	ABS-12V7T1PC	Battery - 12V-7AH		
13	GRI-8080-TWG-W	Flush Door Contact - Wide Gap White		
		**** CABLE ****		
5	West Penn-AC251822B	Access Control Composite Cable - Plenum Rated		
8	West Penn-25222B	DPS Cable - Plenum Rated, 2 COND. 20 (7X28) BARE CMP		
3	West Penn-253270B	Reader Cable - Plenum Rated		
		****INSTALLATION CONSUMABLES****		
1	CEC-CEC	Installation Consumables		
1	ADI-43115-075	VELCRO CBLMNGT 75'RLX5/8"PYWRP		
240	ADI-CAT32HP	2 INCH J-HOOK		
660	ADI-CAT16HP	1 INCH J-HOOK		
103	GRI-8427	End of Line Resister Pak -4.7K - NC Amag - for DPS		
54	GRI-8366-B	End of Line Resister Pak -10K - NO Amag - for RTE		
26	ABS-12V7T1PC	G .		
36	ADS-12V/11PU	Battery - 12V-7AH		
		**** SUBCONTRACT WORK ****		

Liberty Doors To supply door hardware for seven doors.

Community Electirc To supply power to seven door lock power supplies and six head end panels.

Allied Glass To install door hardware provided by Liberty Doors.



Proposal Acceptance

Project Name: Linn Mar AMAG- High School

Investment Summary

Purchase Order Number

Total Purchase Price (less applicable tax)	\$146,283.57
Subcontract Work	\$44,839.30
Professional Services	\$71,363.56
Equipment and Materials	\$30,080.71

Prices are valid for 30 days.

A deposit of 40% is required at the time of order. Progress payments for material delivered and labor expended will be invoiced monthly. Invoice terms are NET 30 with approved credit. The deposit will apply to the final bill. Prices do not include sales or use tax unless specifically noted.

This Proposal for sale of equipment or performance of services by CEC is subject to, and expressly conditioned upon CEC Standard Terms and Conditions. (www.cecinfo.com/terms) CEC Standard Terms and Conditions cannot be waived or altered without the express written consent of CEC Corporate Officer. By signing this Proposal, Customer expressly agrees to be bound by the terms of this Proposal and the CEC Standard Terms and Conditions.

Information contained in this proposal, including part numbers, installation details, pricing information, and engineering drawings shall be considered Proprietary and Confidential, and shall not be duplicated or shared with persons other than the intended recipient(s) referenced above.

CUSTOMER ACCEPTANC	E	Communications Engineering Company	
Authorized Signature	Date	Sales Executive	Date
Printed Name		Title	
Title		_	
Bill to Information		Customer Internal Information	
Company Name		Customer Project Number	
Standard Address/P.O. Box		Customer Project Name	
Suite/Mail Stop		Please enter your internal project and we will include that information	
City	tate Zip	_	
Attention		_	
			011

Warranty

CEC Life-time Warranty on Quality of Workmanship

What's Covered:

• The system's physical installation performed by authorized CEC personnel.

What's Not:

• Equipment; work performed by others including installation, tampering, alteration, modification, service and maintenance.

Equipment

What's Covered:

• All equipment provided by CEC will be covered by the manufacturer's warranty. All labor related to equipment warranty will be equal to the manufacturer's warranty, not to exceed one year.

What's Not:

- Anything excluded in the manufacturer's warranty.
- Equipment previously serviced by another company.

Other Warranty Conditions

- All CEC warranty related labor is performed during CEC normal business hours. Response time will be handled as a service call and prioritized accordingly.
- · Shipping and Handling is not covered.
- Extended Warranty, Service, and Maintenance contracts which could include 24x7x365 coverage with guaranteed response time are available and supersede all stated warranties. Contact CEC for more information.

CEC STANDARD TERMS AND CONDITIONS

In consideration of the mutual obligations set forth herein and in the attached Statement of Work, Maintenance Contract, Purchase Agreement, and/or Equipment Order, pursuant to which CEC shall provide services and/or equipment to Customer, CEC and Customer, agree as follows:

1. Definitions.

- a. "Agreement" shall refer collectively to these CEC Standard Terms and Conditions together with the Proposal, including Equipment List, Scope of Work, Service Contract, Purchase Authorization, and/or Equipment Order.
- b. "Equipment" shall include all equipment, materials, or other goods purchased from CEC by Customer pursuant to the Agreement.
- c. "Proposal" shall refer to the Equipment List, Scope of Work, Service Contract, and/or Purchase Authorization,
- d. "Services" shall include all installation, maintenance, repairs or other services to be provided by CEC to Customer pursuant to the Agreement.
- 2. Scope of Performance. CEC shall provide all Equipment and perform all Services pursuant to the Proposal and subject to these CEC Standard Terms and Conditions, and Customer shall pay all charges in accordance with the Proposal and subject to these CEC Standard Terms and Conditions.
- 3. Effective Date and Time to Accept Proposal/Commencement Performance. The Agreement shall be effective upon the earliest date that the Proposal has been signed by a duly authorized representative of Customer (or Customer has placed its Equipment Order) and CEC has accepted such signed Proposal. The terms and quotations of any Proposal not signed by the Customer within 30 days of the date of such Proposal shall be subject to change at CEC's sole option. Any Services must commence within sixty (60) days of the Effective Date, unless otherwise agreed, or the pricing in the Proposal shall be subject to change by CEC at any time without notice.
- 4. Termination. The Agreement shall terminate upon the earlier of a) CEC and Customer substantially performing all of their respective obligations under the Proposal or b) thirty (30) days after either Party provides written notice to the other Party that the Agreement is terminated. Either Party may terminate this Agreement pursuant to subsection (b) hereof for any reason, provided that if Customer so terminates this Agreement, Customer shall pay CEC for all Equipment delivered, Services performed, and direct expenses incurred by CEC in connection with the Agreement (including without limitation manufacturer service contracts purchased in connection with the Agreement) prior to the termination date.
- 5. Special Provisions Regarding Any Equipment Purchased Pursuant to this Agreement.
 - a. Delivery of Equipment and Damage or Loss.
 - i. Equipment Not Installed By or Under the Supervision of CEC. Delivery of Equipment not to be installed by or under the supervision of CEC shall be F.O.B. at the manufacturer's factory, warehouse, or office selected by CEC, and CEC shall not be liable for damage or loss of such Equipment after delivery to the point of shipment.ii. Equipment Not Installed By or Under the Supervision of CEC. Delivery of Equipment that shall be installed by or under the supervision of CEC shall be freight as stated in the Proposal, and CEC shall not be liable for damage or loss of such Equipment after delivery by the carrier to the site of installation. If any such Equipment is damaged or destroyed, other than by the fault of CEC, after delivery to the site of installation but prior to full performance by CEC, Customer shall promptly pay or reimburse CEC, in addition to any other fees, an amount equal to the damage or loss. It shall be Customer's sole obligation to maintain the security of any Equipment following delivery.
 - b. Return of Equipment for Credit, Exchange, or Repair. Equipment returned for credit, exchange, or repair shall not be accepted without prior authorization from CEC and any credit shall not exceed the original billed price. Equipment returned without authorization will be refused and returned (shipping paid by Customer). Equipment returned in a condition other than that specified on the return authorization will be credited on the basis of inspection. A restocking charge of 20% of the original billed cost of the returned Equipment or \$20.00, whichever is greater, will apply to all stock Equipment returned for credit.
 - c. Claims for Shortage. Customer must report to CEC any claim for shortage or other non-conformance within 10 days of receipt of the Equipment.
- 6. Special Provisions Regarding Any Services Provided Pursuant to this Agreement. The provisions herein shall apply regardless of whether the equipment to be serviced is provided by CEC or a third party.
 - a. Performance of Services. CEC may, in its sole discretion, appoint a third party to perform any Services on behalf of and for CEC. Appointment of a third party will not relieve CEC of its duties or obligations hereunder. CEC (or a CEC-authorized third party) will meet all response times, including both callback and onsite times, and will service any equipment pursuant to the Proposal. CEC shall assume sole responsibility for the supervision of its staff or any third parties assigned to perform any Services. CEC will perform its own clean up and will not be liable for any clean up done by others. Unless otherwise provided in the Proposal, all Services will be performed during normal business hours (7:30 a.m. to 4:30 p.m. Monday through Friday, excluding CEC holidays). If the Customer requests performance of any Service outside of such hours, Customer shall be responsible for any additional costs incurred as a result (including without limitation any overtime pay).
 - b. Unauthorized Services. Customer shall not attempt to service any equipment that CEC services pursuant to the Proposal and shall not permit third parties not authorized by CEC to service such equipment. Upon such unauthorized service CEC may, in its sole discretion, immediately void warranties and/or terminate Services as to such equipment, and Customer shall have no right to a refund or to offset payment as a result of such termination.
 - c. Installation Other Than by CEC. With respect to any equipment to be serviced by CEC that was installed by any party other than CEC (or a third party authorized by CEC), or having been installed by CEC was subsequently serviced by any party other than CEC (or a third party authorized by CEC), Customer warrants that to the best of Customer's knowledge such equipment was installed according to the manufacturer's specifications and as of the Effective Date of this Agreement such equipment is operating according to the manufacturer's specifications.
 - d. Exclusions. Any Service's provided by CEC (or a third party authorized by CEC) that are not system-related or not covered by the Proposal, will be billed to Customer at CEC's then current Time and Materials rates. The following are excluded from Services provided pursuant to the Proposal:
 - i. Specific items excluded from standard maintenance Services include non-serviceable and consumable items without limitation: base station antenna; base station transmission lines; base station multi-coupler; tower or tower lighting; external power supply system and/or battery; pager or portable batteries and accessories (speaker mics, etc.); reprogramming of equipment with different parameters; diagnostics to locate external interfering signals; and CCTV video tube.
 - ii. CEC has no responsibility for telephone and network lines, even when used in conjunction with equipment. Upon request and mutual agreement of the Parties, CEC will, at CEC's then current Time and Materials rates, assist the telephone/network company in repairing problems.

CEC STANDARD TERMS AND CONDITIONS

- iii. Any Services required as a result of configuration changes made or attempted by Customer or third parties unauthorized by CEC are excluded from the Agreement.
- e. Obsolete Equipment. Obsolete Equipment is defined as equipment that is no longer manufactured or for which parts are no longer available from the manufacturer. CEC recommends replacement or removal of any Obsolete Equipment, but will make a reasonable attempt to repair such Obsolete Equipment at Customer's request, provided parts are available. It is Customer's sole responsibility to replace Obsolete Equipment.

7. Payment and Taxes.

- a. Payment. Any Equipment purchased pursuant to this Agreement shall require a deposit of 40% of the total order, due at the time Customer places such order. Progress billing will apply throughout the project and such invoices shall be paid within 30 days of the date of any invoice for such order. Payment shall be due in full within 30 days of the date of any invoice for any Services. CEC reserves the right to require full payment prior to time of performance (or to otherwise alter the terms of payment).
- b. Delinquency. If Customer fails to pay any amounts due within 30 days of its due date, Customer shall be charged interest at a rate of 1.5% per month (or any part thereof) on the outstanding principle, until such principal and any accrued interest is paid. CEC reserves the right to apply any payments first towards outstanding interest. If Customer is 60 days or more delinquent in its payment, such delinquency may, in CEC's sole discretion, be considered a material breach hereunder and CEC may either suspend performance until Customer becomes current or terminate this Agreement (neither of which shall affect any other rights or remedies available to CEC). If Customer is 90 days or more delinquent, CEC may, upon 30 days notice, remove from Customer's premises all Equipment listed on the Proposal, provided further that if CEC chooses such removal, CEC shall not be obligated to restore Customer's premises to their original condition. Customer shall pay all costs and expenses of collection (or removal of Equipment) pursuant to this subsection, including attorneys' fees or collection agency's fees, out-of-pocket expenses, labor (including without limitation those assessed for removal), and interest. Customer shall receive credit for any removed Equipment pursuant to the provision herein regarding Return of Equipment.
- c. Taxes. Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Customer and shall be included in the invoices. Those agencies or businesses that do not pay sales tax must submit their exempt or resale number.
- 8. Amendments. If circumstances change so as to affect, or the Parties agree to changes affecting, the scope of performance, the parties shall make any necessary equitable adjustment in the price, delivery schedule, or both, and amend this Agreement to reflect such changes in otherwise amend this Agreement, including without limitation these Terms and Conditions, only by written agreement signed by an authorized a change order or other writing signed by authorized representatives of both Parties and referencing this Agreement. The Parties may agent of each party.
- 9. Warranties. The terms of this Section shall survive the termination of this Agreement.
 - a. Warranty for Any Equipment Provided Pursuant to Proposal. The Equipment provided by CEC to Customer pursuant to the Proposal will be covered only by the manufacturer's warranty for such Equipment, which CEC shall provide to Customer. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED HEREIN, EQUIPMENT CUSTOMER PURCHASES PURSUANT TO THE PROPOSAL IS PROVIDED "AS IS." CEC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULARPURPOSE. Customer waives any right to assert any breach of warranty against CEC and agrees that its sole and exclusive remedy for any breach of warranty with respect to any Equipment shall be against the manufacturer of such Equipment.
 - b. Warranty for Any Services Provided Pursuant to Proposal. CEC warrants its workmanship for the life of the installation pursuant to the Proposal. THE WARRANTY SET FORTH HEREIN IS CEC'S SOLE WARRANTY FOR SERVICES PROVIDED UNDER THIS AGREEMENT AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer agrees that its sole and exclusive remedy for any breach of the warranty provided in this Section 9(b) shall be to require CEC (or a third party authorized by CEC) to reperform the Services that are the subject of such breach to the standards agreed to in this Agreement and at no additional cost to Customer. The warranty provided herein excludes abuse, modification, improper maintenance or operation, normal wear and tear under normal usage and is void after any party (other than CEC or a third party authorized by CEC) provides repairs or services.
- 10. Limitation of Liability. The total liability of CEC, including its affiliates, agents, officers, directors, employees, vendors, subcontractors, or suppliers, for all direct or indirect claims of any kind for any loss, cost, expense, liabilities, or damage, whether in contract, warranty (subject to the limitations set for the in Section 9 hereof), tort (including without limitations negligence), strict liability, equity or otherwise, directly or indirectly arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the furnishing of any Equipment or Services pursuant to this Agreement shall not exceed the total amount paid by Customer under this Agreement. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY, EQUITY, OR OTHERWISE, SHALL CEC OR ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, VENDORS, SUBCONTRACTORS OR SUPPLIERS, BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES. The terms of this Section shall apply notwithstanding any other provisions of this Agreement and shall survive the termination of this Agreement.

11. Insurance.

- a. At a minimum, Customer shall maintain insurance on all real property where any Equipment is installed or CEC is performing any Services, and such insurance shall be for the full replacement cost of such real property. Customer waives all rights against CEC and CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such insurance policy. Customer waives all rights against CEC and CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors for loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Customer's property caused by, arising out of or resulting from fire or other peril whether or not insured by Customer.
- b. Any insurance policy maintained by Customer as described in **Section 11(a)** shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the property insurer will have no rights of recovery against CEC or CEC's officers, directors, partners, employees, agents, and other consultants and subcontractors.
- 12. Indemnification. Customer agrees and acknowledges that it has sole responsibility for the life and safety of all persons and property on its premises, and for protecting against losses to its own property. Therefore, Customer agrees to indemnify CEC and hold CEC harmless from a gainst all claims, demands and causes of action for direct or indirect damages (including reasonable legal fees) for personal injuries or

CEC STANDARD TERMS AND CONDITIONS

damage to tangible property to the extent directly or indirectly resulting from any Equipment or Services provided pursuant to this Agreement.

CEC agrees to notify Customer as soon as practical of any claim, demand or cause of action for which CEC will request indemnification from Customer.

CEC will provide Customer with the necessary information and assistance to defend such claim, demand or cause of action.

- 13. Time to File. Any and all actions, rights, claims, costs, losses, and damages by any Party against any other Party arising out of this Agreement or the performance of this Agreement shall be barred one year after installation of any Equipment or performance of any Service that is the subject of such action, right, claim, cost, loss, or damage.
- 14. Injunctive Relief; Attorney Fees. CEC shall have the option to bring court proceedings to seek an injunctive or other equitable relief to enforce any right, duty, or obligation under this Agreement. CEC shall not be required to post a bond to obtain such relief or, if a bond is required by law or court order, Customer hereby consents to a bond in the lowest amount permitted by law. Additionally, the prevailing Party in any dispute under this Agreement, whether or not litigation commences, shall be entitled to recover from the other Party all of the prevailing Party's reasonable attorneys' fees and costs and expenses incurred as a result of such dispute that a court of competent jurisdiction determines to be just and reasonable under the circumstances.
- 15. Confidentiality. The term "Confidential Information" shall refer to any business information or data (including without limitation specifications, drawings, sketches, models, samples, tools, technical information, or pricing and contract terms) in written or other tangible form that is clearly marked "Confidential" (or otherwise clearly identified as confidential). Confidential Information shall not include any information that i) is or becomes publically available other than by breach of this provision; ii) was rightfully in the receiving Party's possession prior to the disclosure under this Agreement; iii) is rightfully obtained by the receiving Party from a third party under no obligation of confidentiality to the disclosing Party; iv) is independently developed by agents or employees of the receiving Party without access to the Confidential Information; or v) is required to be disclosed by appropriate governmental or judicial order provided that the receiving Party gives the disclosing Party written notice prior to such required disclosure.

During the term of this Agreement and for five (5) years thereafter, each Party shall treat the Confidential Information of the other party with respect to the Proposal without prior approval. Customer agrees CEC may disclose such information even if the Proposal is designated prior written consent of the other Party.

- **16. Marketing Disclosures.** Unless otherwise agreed in writing, CEC may disclose for marketing or advertising purposes information with respect to the Proposal without prior approval. Customer agrees CEC may disclose such information even if the Proposal is designated "Confidential." Such disclosure shall waive confidentiality with respect to the disclosed information.
- 17. Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IOWA WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be brought in the Iowa District Court for Linn County, Iowa or the Federal District Court for the Northern District of Iowa situated in Cedar Rapids, Iowa. Each of the Parties hereto consent and submit to the jurisdiction of those courts and further agree that the service of any process, summons, notice, or document in the manner set forth for notices required or permitted under this Agreement shall be effective service for purposes of any litigation in any such court.
- **18.** No Third Party Beneficiaries; Relationship between Parties. This Agreement is solely for the benefit of the Parties hereto. No other person shall be deemed a beneficiary of or otherwise have the right to enforce the Agreement. Customer and CEC hereby specifically agree and acknowledge that CEC is not an employee or agent of Customer.
- 19. Force Majeure. CEC shall not be considered in default of its performance of its obligations hereunder, if performance of such obligations is prevented or delayed by insurmountable circumstances, such as: delay in the production, delivery, supervision or installation of any of the labor and equipment covered hereby if such delay shall be due to one or more of the following causes: fire, strike, labor dispute with workmen, flood and other acts of God, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of CEC. Time of performance of CEC's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.
- **20. Severability.** If any term or provision of the Agreement is determined by a court or government agency of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision(s) are, to that extent, deemed omitted, but this Agreement and the remainder of its provisions shall otherwise remain in full force and effect.
- 21. Assignment. No assignment or transfer, in whole or in part, of this Agreement by the Customer shall be binding upon CEC without the prior written consent of an authorized CEC Corporate Officer.
- 22. Waiver. Failure or delay on the part of CEC or Customer to exercise any right, power or privilege under this Agreement shall not operate as a waiver of any right, power or privilege of this Agreement.
- 23. Headings. Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.
- 24. Entire Agreement; Conflicting Terms. Customer acknowledges that it has read and understands the terms and conditions of this Agreement and agrees to be bound by them. Furthermore, Customer agrees that this Agreement, consisting of the Proposal and these Terms and Conditions, constitutes the entire understanding between the Parties and supersedes all prior, contemporaneous or subsequent agreements or offers, whether oral or written. To the extent that any provision(s) in the Proposal (or any other prior, contemporaneous or subsequent agreements or offers, whether oral or written) conflicts with the provisions in these Terms and Conditions, these Terms and Conditions shall control unless the Parties explicitly agree otherwise in a writing signed by both Parties' authorized representatives.