



Board Book: November 6, 2017

Inspire Learning. Unlock Potential. Empower Achievement.

PATHWAYS		TECHNOLOGY		FACILITIES		
Goal #1 Inspire Learning	Goal #2Goal #3Goal #4Inspire LearningUnlock PotentialUnlock Potential		Goal #5 Empower Achievement	Goal #6 Empower Achievement		
Articulate	Support	Challenge	Success	Involve	Build	
Implement pathway and framework for PK-14 programming to ensure all students graduate future-ready.	Create effective and agile organization that is individually responsible to the needs of the whole child.	Become an excellent learning organization through a culture of continuous improvement.	<i>Maximize</i> achievement by increasing digital literacy utilizing 21 st century digital tools.	Enhance engagement opportunities through focused strategic partnerships.	Construct physical learning environments using fiscally responsible and sustainable practices.	

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Goal #1: Inspire Learning (Articulate)

Implement pathway and framework for PK-14 programming to ensure all students graduate future-ready.

Year 1:

Strategic Initiatives	Measures of Success
Develop a framework for students to experience and successfully pursue post- secondary career offerings.	Begin baseline tracking and reporting of % college acceptance rates (2017-18) and graduation rates (2011-2017) in order to establish reliable benchmark targets and enhance program offerings. {Improve college acceptance and college graduation rates (post-secondary student success metrics)}
Review policies to ensure the district's theory of action for teaching and learning is articulated.	By summer 2017: Administration will work with Policy Committee to review, edit, and recommend policy changes, if necessary (Instructional Consistency).
Curricular alignment to essential knowledge and skills supported by a coherent and aligned assessment system.	 K-4: In 2017-18, in the area of literacy (reading, foundational, literature, and informational text and writing) we will document unwrapped standards, student "I can" statements, and identification of priority standards (on report card). Once priority standards are determined, we will being to work on developing assessments and rubrics that ensure priority standards are being learned by students. Grades 5-7: In 2017-18, common assessments will be created for each unit of study in all subject areas. The creation of a middle level report card based on standards will be developed. Common assessments and the middle level report card will be used for reporting purposes in the 2017-18 school year. Grades 10-12: By the fall of 2017, identification of priority standards are being learned by students. High School: By 2017-18 the Linn-Mar High School Program of Studies will be updated to include Innovation Center/Iowa BIG. This allows for a more aligned curriculum for core courses, AP coursework and Kirkwood offerings. Special Education Programming: By the end of 2017-18, using Iowa's Specially Designed Instruction Framework, a core special education group will analyze the recommended key components and critical features to operationally define specially designed instruction in our district.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.

No updates at this time.

Goal #2: Inspire Learning (Support)

Create effective and agile organization that is individually responsible to the needs of the whole child.

Year 1:

Strategic Initiatives	Measures of Success
Individualized and data-driven instruction.	 During the 2017-18 school year, all schools will plan for individualized academic interventions (priority standards/content) for all students regardless of need based on an understanding of child development and learning theories within PLCs 100% of the time as measured by team notes. PLCs will develop and implement differentiated classroom instructional opportunities (in specified areas per grade level) for all students. Measure: The use of common formative assessments to differentiate instruction. Explore opportunities to better communicate pathway opportunities for students through better articulation during instruction.
Each student enters school healthy and learns about/practices healthy lifestyle.	Develop a Health Curriculum Committee to review health education guidelines and determine district needs. Final recommendations will be made by June of 2017. Work with Community Relations on a communications plan to engage parents prior to students entering school regarding wellness and well-
Each student learns in a physically and emotionally safe environment.	 being of children to be completed in spring 2017. Staff, students, and family members establish and maintain school and classroom behavioral expectations, rules, and routines that teach students how to manage their behavior and help students improve problem behavior. Schools teach, model, and provide opportunities to practice social-emotional skills, including effective listening, conflict resolution, problem solving, personal reflection and responsibility, and ethical decision making. Mental Health Needs: In 2017-18, continue partnerships and continue to explore additional family/staff education opportunities as they arise. Throughout the 2017-18 school year, Board of Education members will
	 serve as PBIS "School Champions" and report school successes as part of regular board meetings in order to facilitate district-wide communication and support of the program. In 2017-18, schools will report goals, benchmarks and outcome data regularly through the Board Book to the school board and community. As a district, focus on making connections with kids. Progress will be tracked via Gallup Poll and Olweus. ALICE Trainings: begin classroom lessons, communication on training w/ staff, families, and community, active trainings to begin spring or early fall.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.

No updates at this time.

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Goal #3: Unlock Potential (Challenge)

Become an excellent learning organization through a culture of continuous improvement.

Year 1:

Strategic Initiatives	Measures of Success
Promote understanding of total compensation at Linn-Mar and recognize compensation as a competitive tool to drive organizational results.	Conduct a thorough job analysis for each certified and classified position over the 2017-18 school year.
Provide ongoing professional development	Create and implement a three-year flexible, professional development plan; thoughtfully allocating state categorical funding to support PD plan. This plan will be shared with the Board of Education in the winter of 2016-17.
for teaching staff that supports core instruction, interventions and curriculum implementation.	Throughout the 2016-17 school year, provide professional learning at each PDD on measuring the success of specific teaching strategies in an effort to identify and know how to utilize the most 'high impact' learning strategies. (Many resources can be used to do this including Hattie's Visible Learning and Marzano's Art and Science of Teaching).
Effective and efficient use of data.	By March 2017 we will develop a foundational understanding of Smarter Balanced Assessments with staff, students, and community and be prepared to implement Smarter Balanced for the 2017-18 school year.
	Explore dashboard (performance metrics) possibilities for % of students in AP/honors/IB; % of students who show academic growth on NWEA, FAST, Iowa Assessment; % of students who achieve IEP Goals; and other relevant "predictive gateways" for academic success.
	Using relevant achievement gap information, identify opportunities to increase the number of students performing at or above grade level in math and reading.
	Expand early literacy within the early childhood programs by using creative curriculum assessment information to drive instruction.
	Provide substantive support to enhance math and reading skills PreK-5.
Curriculum, instruction and assessment demonstrate high expectations for all students.	During the 2016-17 school year, identify all level 3 and level 4 questions used on all common formative or summative assessments within each course at the high school level.
	During the 2016-17 school year we will closely monitor and update our stakeholders as appropriate, federal and state initiatives including Smarter Balanced, ESSA, ELI and CASA.
	By the end of 2016-17, develop a K-8 standards based report card.

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Goal #3: Unlock Potential (Challenge) Continued

Become an excellent learning organization through a culture of continuous improvement.

Year 1:

Strategic Initiatives	Measures of Success		
	Research well-being and insurance models/best practices and explore community partnerships (Ex. Blue Zones) to improve Linn-Mar and community health and well-being, reduce health care claim costs from five-year historical averages, and enhance productivity.		
	Reduce employee workers compensation claims from five- year average info.		
Becoming Deliberately Developmental about our staff as we shift from "Human Resources" to "Talent Management".	By spring 2017, develop integrated marketing and communications programs that position Linn-Mar as the district of choice for world class teaching, learning and student achievement. Develop and begin to execute and assess integrated strategic marketing and communications programs, both internal and external, to strengthen, promote and protect Linn-Mar's brand identity, relevance, accomplishments and excellence.		
	Explore opportunities to expand mentor programs for all employee groups and leverage their talent/knowledge to improve our overall performance.		
	Work to create and maintain a predictable, respectful, compliant, labor relations environment, alignment and consistency with the overall employee relations strategy based on proactive and open communications.		
	Research comprehensive and engaging performance management plans for classified and professional staff.		
	Foster a positive, engaging, diverse and inclusive work environment while identifying and responding to the changing needs of the Linn-Mar community.		
Cultivate a high achieving performance culture.	Revise recruitment strategy and branding program by late winter (2016-17).		
	Always promote a school culture with the belief system of all students can learn.		



Goal #3: Unlock Potential (Challenge) Continued

Become an excellent learning organization through a culture of continuous improvement.

Year 1:

Strategic Initiatives	Measures of Success
	Make school building-level communication the major focus of the communication efforts.
	Provide training to district leaders to address all aspects of the employee life cycle.
	Begin to develop a leadership ladder (succession planning) throughout Linn-Mar in all employee groups with a focus on recruitment and retention.
Strengthen leadership capability throughout Linn-Mar to promote high levels of performance and productivity and sustain excellence.	Identify employee skill gaps, provide opportunity for improvement/workout plan or coaching out (coach up or counsel out).
	School Board, district leaders, and building administrators continually seek to improve knowledge of upcoming trends in education and research on school improvement by having memberships to professional organizations, attending relevant conferences, and networking with other administrative professionals.
	Board Policy Committee to develop and deploy board learning plan and work to strategically align all board committee work under the <u>Strategic Plan</u> .

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.

Updates on Goal #3: Unlock Potential (Challenge)

Become an excellent learning organization through a culture of continuous improvement.

Elementary Reporting Periods: The elementary schools reporting period is currently on a trimester format, while the middle schools and high school are on a quarter schedule. The district is considering altering the elementary format to align with the secondary schools. If this change does take place, elementary schools would offer parent-teacher conferences at the conclusion of the 1st and 3rd quarters and would send home report cards at the end of the 2nd and 4th quarters. We are currently in the process of gathering feedback on this potential change. If you have any thoughts, questions, or concerns about this proposal please contact either <u>Shannon Bisgard</u>, <u>Kelly Kretschmar</u>, or any elementary principal.

Linn-Mar PLC: On October 26-27, Linn-Mar hosted a Professional Learning Community (PLC) training for the entire Linn-Mar teaching staff. For years, Linn-Mar has sent teams of teachers and administrators to PLC trainings across the midwest which has been very beneficial for our schools to help us grow as professionals and as a district. Unfortunately, this process did not allow for all Linn-Mar teachers to receive training and it was also very expensive, so the decision was made to bring the PLC team to Linn-Mar so all of our teachers could benefit. Five nationally recognized presenters were brought in to train our staff on the PLC format, instructional practices, assessments, school culture, grading and more. Over 600 Linn-Mar staff and Grant Wood AEA staff were able to learn and work together as a team over the course of these two days. The value of these two days will be felt for years as teams take what they have learned and put it into action in our classrooms. If you would like to learn more about the PLC experience, please check out the Twitter hashtag (#LMPLC17) that was set up for this event.

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Goal #4: Unlock Potential (Success)

Maximize achievement by increasing digital literacy utilizing 21st century digital tools.

Year 1:

Strategic Initiatives	Measures of Success
	Explore and clarify LM working definitions related to digital learning (blended learning, digital content, etc.) to establish a shared vision.
	Identify specific areas to provide district, building, and instructional support for technology integration and implementation.
Digital Content	Review, update and curate our PreK-12 digital curriculum to ensure it is rigorous and relevant.
	Identify and develop an online course option, aimed primarily at LMHS 11th and 12th grade students, in each department area that may or may not be a required course.
Digital Citizenship	During 2016-17 explore PreK-12 Digital Citizenship Curriculum (i.e. CommonSense Media).
	2016-17 TICs provide professional development on digital citizenship.
	Review technology equity procedures to inform future policy decisions.
	Establish a uniform, digital checkout process for students who do not have Wi-Fi or computer outside of school.
Digital Equity	Using assessment information, implement the appropriate assistive technology tool(s) for students with special needs in the general education classroom.
	By increasing understanding of assistive technology, promote a culture of individualizing learning needs.
	Begin a process to ensure all faculty have the qualifications and training necessary to deliver courses in a variety of modes; specifically regarding online instruction.
Digital Pedagogy	Create a faculty mentor program or peer review system as a way to improve online/hybrid courses.
	Explore potential resources and processes for future curriculum.
	Utilize Technology Instructional Coaches (TICs) to provide coaching support for teachers integrating technology into their instruction.
	Use annual staff/student/parent/community survey data to determine effective use of school website for consistent district and building level communication.
Digital Communication	Explore possibilities for better alignment and integration of systems used by parents (i.e. PowerSchool, TouchBase and Total Access).
	Promote current electronic communication services for staff to access relevant information regarding resources.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.



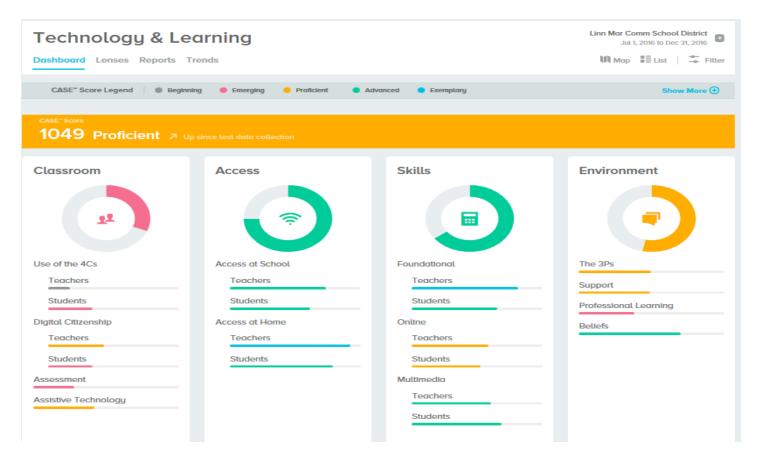
Community

Updates on Goal #4: Unlock Potential (Success)

Maximize achievement by increasing digital literacy utilizing 21st century digital tools.

BrightBytes Survey Window: November 6-17, 2018

This is the third year that we have collected this data. It is used to inform administrators, the Teaching & Learning and Technology departments, and the Technology Integration Coaches (TICs) on our use of the four C's (Collaboration, Communication, Creativity, and Critical Thinking) and CASE framework. Below is an overview of 2016 data:



CASE Template for District Stakeholders: The district will be partnering with BrightBytes, an educational research and analytics organization, to learn more about our use of technology for student learning. Our goal is to gather metrics on technology access, skills, and the district's technology environment in order to understand the connection between technology use and student achievement. This will be done through a comprehensive framework called CASE that looks at the <u>C</u>lassroom factors, <u>A</u>ccess to technology, teacher and student <u>S</u>kills, and <u>E</u>nvironmental factors. To gain these insights we must provide BrightBytes with a complete picture of technology use at school and at home within our district. We will be asking students, teachers, and parents/guardians to participate in the project and to provide input.

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Goal #5: Empower Achievement (Involve)

Enhance engagement opportunities through focused strategic partnerships.

Year 1:

Strategic Initiatives	Measures of Success
	Investigate and research district administration practices and processes to enable principals to focus more on instructional leadership.
Internal Partnerships	Promote opportunities for district employees to volunteer in classrooms.
	Explore and clarify the purpose and structure of district leadership meetings to align with Strategic Plan.
	Create conditions to provide transparent, accurate and accessible information through dashboards.
	Broaden opportunities for local businesses and historically underutilized businesses to work with the district.
External Partnerships	Explore opportunities for the city and local districts to share costs for shared services.
	Develop/nurture relationships and work with community partners and media to define, promote, expand and market signature programs.
	Begin to establish a network of information ambassadors.
	Enhance established partnerships with the business community, as well as nationwide, to broaden recruitment, wellness, volunteer and diversity initiatives.
	Promote external partners to join district committees and district staff participate in outside committee groups.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.

No updates at this time.



Goal #6: Empower Achievement (Build)

Construct physical learning environments using fiscally responsible and sustainable practices.

Year 1:

Strategic Initiatives	Measures of Success
	During the 2016-17 school year the Board of Education, with feedback from community patrons, will approve a long-term facility structure plan that benefits all Linn-Mar students.
	Determine what the most appropriate and cutting edge learning environments look like at each of the grade level configurations and prioritize goals for the physical components for each of the environments.
Facilities Restructure	Establish a communication campaign to foster support and approval of district restructure needs.
	Develop a funding plan to support 10-year restructure plan, including the outline of a possible bond campaign strategy.
	Engage architects, engineers, demographers and other applicable services to assist in the planning and implementation of the facility restructure plan.
	Identify an off-site facility for Linn-Mar extension of Iowa BIG.
	Occupy Westfield Elementary addition.
	Address priority needs to improve district facilities by actively maintaining 10-year facilities and preventative maintenance plan, including identifying energy-saving opportunities.
Facilities Preservation	Develop a funding plan to support 10-year preventative maintenance schedule.
	Complete walkthroughs with principals, Crisis Committee members, and Operations & Maintenance to determine building needs in reference to safety and security.
	Work to optimize resources (buildings, personnel, programs, etc.) to ensure they are utilized efficiently and effectively.
Operational Resource Allocation	Explore procedures to effectively evaluate programs from a financial aspect to ensure resources are being utilized to full potential.
	Continually review categorical funding streams to ensure resources are being properly spent and that all expenditures are properly allocated.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.



Updates on Goal #6: Empower Achievement (Build)

Construct physical learning environments using fiscally responsible and sustainable practices.

Property Tax Rollback: The Iowa Department of Revenue released the following annual property tax rollback percentages for fiscal year 2019:

Rollback Percentages					
Applicable When Planning for Budget Year: Was in FY 2018 Will be in FY 2019					
Commercial/Industrial/Railroads	90.0000%	90.0000%			
Residential	56.9391%	55.6209%			
Agriculture Property	47.4996%	54.4480%			
Utilities	100.0000%	100.0000%			
Multi-Residentail	82.5000%	78.7500%			
Source: Iowa Department of Revenue					

The rollback is the percentage of a property's value that is subject to property tax. For example, a residential property with an assessed value of \$200,000 is not taxed on this full amount. Rather, the tax calculation would be on the value of \$111,242; or approximately 56% of the assessed valuation for fiscal year 2019.

Without any adjustments, inflation generally causes property market values to increase, thereby increasing property taxes. To cushion the impact of inflation, Iowa Code allows for a reduction of property tax valuations according to certain assessment limitations.

In 2013, the Iowa Legislature passed significant property tax reform measures that: 1) reduced the commercial/industrial rollback from 100% to now 95% and 2) created a new multi-residential property classification whereby the property rollback went from 100% to 78.75% for fiscal year 2019. The multi-residential rollback is expected to continue to decrease steadily until it is equal to the residential rollback. Due to the reduction of the commercial and multi-residential rollbacks, the district's tax base growth slowed over the last five years averaging 3% growth compared to the previous five years which averaged 5.3% growth.

Linn-Mar's breakdown by property class and comparison with state averages is as follows:

Linn-Mar 🗨			Taxable Valuation By			
3715 School District #			Class			
Classification	Non-TIF	Your District	State Max	State Median	State Avg.	State Min.
Residential	1,403,615,964	71.3%	85.6%	41.9%	52.5%	11.5%
Ag Land	34,982,399	1.8%	70.8%	36.8%	19.1%	0.0%
Ag Buildings	1,513,091	0.1%	8.5%	1.6%	1.0%	0.0%
Commercial	412,218,430	20.9%	50.9%	7.0%	15.6%	1.5%
Industrial	49,909,015	2.5%	28.4%	2.0%	3.7%	0.0%
Multi-Residental	54,321,168	2.8%	7.2%	0.9%	2.3%	0.0%
Railroads	0	0.0%	12.0%	0.8%	1.2%	0.0%
Utilities W/O G & E	4,624,019	0.2%	30.3%	1.5%	1.7%	0.2%
Other	0	0.0%	0.4%	0.0%	0.0%	0.0%
Gas & Electric Utility	10,885,399	0.6%	24.8%	2.2%	3.1%	0.3%
Gas & Electric Utility, 0.6% Residential Ag Land Ag Buildings						_
Commercial, 20.9%					Commerce	-
					Industrial	
Ag Land, 1.8% Ag Buildings, 0.1% Residential, 71.3%						
Ges & Electric Utility					ctric Utility	

Achievements and Honors:

America Reads: The Linn-Mar Community School District would like to thank the hundreds of volunteers who took part in America Reads Day! This year more than 378 readers took part in more than 685 reading sessions at our 7 elementary schools! High school students, parents, grandparents, city officials, local radio and television celebrities, professional athletes, and district representatives took time out of their day to share a story with elementary students. America Reads, now in its 21st year, is a national challenge to improve literacy among elementary-age children. Locally it is a two-day joint event with Marion Independent, Cedar Rapids Community School District, College Community School District, and Xavier Catholic. A special thank you for the efforts of the eleven America Reads event coordinators, without them the day would not have been such a



great success!

Spectrum Named GSA of the Year: Linn-Mar Spectrum, the high school's Gay-Straight Alliance, was recently named GSA of the year by the Iowa Safe Schools at their spirit awards in Des Moines. During its 17 years in existence at Linn-Mar, Spectrum has promoted student awareness of the LGBT community and related issues. Congratulations, again, to Spectrum!

Volleyball: Our girls swept Waukee in three games to advance to the state volleyball tournament. Our fifth-ranked Lions will face fourth-ranked Cedar Rapids Jefferson in the Class 5A state



quarterfinal. The match is Tuesday, November 7th at 2:00 PM at the US Cellular Center.

Swimming: Congratulations to the Girls' Swimming and Diving team for qualifying for state! The team competes November 3rd-4th at the YMCA/YWCA in Marshalltown.

- Diving: Blair Pladsen and Megan Norris
- 200 Medley Relay: Vivian Shepherd, Shannon Kelley, Emma Behrens, and Ella Wagner
- 200 Individual Medley: Ella Wagner
- 50 Freestyle: Katie Dennis
- 100 Butterfly: Emma Behrens
- 500 Freestyle: Shannon Kelley
- 200 Freestyle Relay: Katie Dennis, Serena Brizard, Emma Behrens, and Ella Wagner
- 400 Freestyle Relay: Ella Wagner, Shannon Kelley, Serena Brizard, and Katie Dennis

Cross Country: The LM Cross Country teams placed 7th in class 4A at the state meet in Fort Dodge. For the girls, Lilly Geelan came in 10th and Micah Poellet came in 12th. For the boys, Colin Johnston came in 14th. Congratulations on a fantastic season!

All-State Music Festival: The high school music department had a total of 85 students audition for an opportunity to perform at the 2017 Iowa All-State Music Festival. Of those students, 50 were accepted to either the Iowa All-State band, orchestra, or choir. There were 13 students accepted to All-State Band with 5 alternates, 25 string players accepted to the All-State Orchestra, and 12 accepted to All-State Chorus, with 2 alternates.

Community

The concert is Saturday, November 18th at the Hilton Coliseum in Ames. Tickets are available through Ticketmaster. The concert will be recorded for re-broadcast on Iowa Public Television and will be shown on Channel 12 during Thanksgiving weekend.

All-State Band Participants:

- 4th Year: Kirsten Loynachan (bassoon)
- 3rd Year: Sam Kelly (clarinet)
- 2nd Year:
 - Roxanna Barbulescu (clarinet)
 - Jaeden Hansen, John Herschberger, and Ashley Schmidt (horn)
 - Anna Kelly (trumpet)
- 1st Year:
 - Adam Bergen (euphonium)
 - Aleah Dupree (horn)
 - Nancy Herschberger (bassoon)
 - Amy Kenneson (trombone)
 - Isaac Langley (bass trombone)
 - Justin Yem (alto saxophone)
- Alternates:
 - 1st Alternate: Matt Helberg (trumpet)
 - 1st Alternate: Garrett Powell (baritone saxophone)
 - 2nd Alternate: Sierra Christensen (percussion)
 - 2nd Alternate: Katie Greiner (alto saxophone)
 - 2nd Alternate: Nathan Wylie (trumpet)

All-State Chorus Participants:

- 3rd Year:
 - Emma Gostonczik (alto)
 - Daniel O'Hara and Bryce Spencer (bass)
- 2nd Year:
 - Katie Andreasen and Megan Callahan (soprano)
 - Ian Crumley and Michael Kuchera (bass)
- 1st Year:
 - Josie Brendes (alto)
 - Casey Cerveny, Alex Hohbein, and Casey Walker (tenor)
 - Anusha Gopalam (soprano)
- Alternates:
 - 1st Alternate: Mackenzie Jensen (alto)
 - 2nd Alternate: Kirsten Lancaster (soprano)

All-State Orchestra

- 4th Year: Kathy Zhou (violin)
- 3rd Year:
 - Grace Ahlers, Caleb Almasi, and James Hecht (bass)
 - Daniel Low (cello)
 - Joel Peterson and Sydney Walther (violin)
 - 2nd Year: Gloria Chang, Marissa Good, and Sophie Hagen (violin)
- 1st Year:
 - Sophia Abodeely, Braeden Green, Akash Gururaja, Elizabeth Low, and Sam Phillips (violin)
 - Katie Bellows, Laura Evans, Ashley Kendrick, Allie Schumacher, Allison Zelle, and Savannah Zhou (viola)
 - Ben Hinz, Mary Hodgman, Morgan Lu, and Jessica Wang (cello)



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Linn-Mar Community School District Board of Education Work Session Minutes October 23, 2017

100: Call to Order and Determination of a Quorum

President Nelson called the meeting to order at 5:00 PM. Roll was taken. Present: Anderson, Isenberg, Lausen, Nelson, Wall and Weaver. Absent: AbouAssaly

200: Adoption of Agenda Motion 023-10-23

Motion Weaver, second Anderson to approve the agenda. Voice vote. Motion carried.

300: Exempt Session

301: Motion to Move into Exempt Session Motion 024-10-23

Motion Lausen, second Weaver to move into exempt session at 5 PM pursuant to Iowa Code 20.17(3), for the board to hold a strategy session of public employer strategies for negotiations. Voice vote. All ayes. Motion carried.

302: Motion to Return to Open Session Motion 025-10-23

Motion Anderson, second Lausen to return to open session at 6:29 pm. Voice vote. All ayes. Motion carried.

400: Adjournment Motion 026-10-23

Motion Lausen, second Anderson to adjourn at 6:29 PM. Voice vote. Motion carried.

Sondra Nelson, Board President

Angie Morrison, Board Secretary



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Linn-Mar Community School District Board of Education Regular Meeting Minutes October 23, 2017

100: Call to Order and Determination of a Quorum

President Nelson called the meeting to order at 7:00 PM. Roll was taken. Present: Anderson, Isenberg, Lausen, Nelson, Wall, and Weaver. Absent: AbouAssaly

200: Adoption of the Agenda Motion 027-10-23

Motion Weaver, second Lausen to approve the agenda as presented. Voice Vote. Motion carried.

300: Recognitions/Proclamations

400: Audience Communications

500: Resolutions/Opening Bids/Public Hearings

600: Informational Reports

601: Finance/Audit Committee (Oct. 18)

Lausen explained that since it was the first meeting with the new members, time was spent going over the committee commission and explaining the meeting format. Preliminary audit comments were also discussed.

602: Marion City Council (Oct. 19)

Weaver shared items from the Marion City Council meeting pertaining to Linn-Mar.

603: Board Visit (Oct. 20)

Weaver and Nelson expressed how impressed they were with the students during the board's visit to Echo Hill Elementary. They also enjoyed visiting with the staff.

604: Iowa BIG Update

Isenberg and Shepherd shared some items from the Iowa BIG meeting. Part of the discussion focused on how to best grow the program along with the development of governing policies.

605: Board Book

Superintendent Shepherd pointed out highlights from the Board Book. He noted that certified enrollment is up almost 124 students from last year. He also recapped the board retreat concerning the next steps for another bond vote. The board and administration are gathering feedback to decide what should happen next. There will be a planning meeting with OPN on October 31st.

700: Unfinished Business

701: Second Reading of Policy Recommendation Motion 028-10-23

Motion Lausen, second Weaver to approve the second reading of the policy recommendations as presented. Dr. Shepherd reminded the board that sometimes the word policy is used in place of the word procedure and that the board should refer to the policy manual to determine what is and isn't an actual policy. Anderson would like to review Policy 502.6 further at the next Policy Committee meeting. Voice vote. All ayes. Motion carried.

- IASB Policy Recommendation Changes:
- 105.1 Equal Education Opportunity Revised
- 105.1-R Administrative Regulations for Equal Education Opportunity Grievance Procedures Revised
- 105.1-E1 Annual Notice of Non-Discrimination Revised
- 105.1-E2 Grievance Form for Complaints of Discrimination/Non-Compliance Deleted
- 105.1-E2 Continuous Notice of Non-Discrimination New
- <u>105.1-E3</u> Grievance Documentation Form Deleted
- 105.1-E3 Notice of Section 504 Student and Parental Rights New
- 105.1-E4 Complaint Form-Discrimination/Anti-Bullying/Anti-Harassment New
- 105.1-E5 Witness Disclosure Form New
- 105.1-E6 Disposition of Complaint Form New
- Review of Policy Series 500 thru 503.12 and 504.31-504.31-E1
 - 500.1 Objectives for Equal Education Opportunities
 - 501.1 Compulsory Attendance Revised
 - o 501.2 Entrance Admissions
 - 501.3 Attendance Center Assignment
 - 501.4 Student Attendance Record
 - o 501.5 Resident Students
 - o 501.6 Non-Resident Students
 - o 501.7 Foreign Exchange Students
 - o 501.9 Student Transfers In
 - o 501.10 Student Transfers Out or Withdrawals Revised
 - 501.11 Student Absences Excused
 - 501.12 Truancy Unexcused Absences
 - o 501.13 Student Release During School Hours
 - o 501.14 Students of Legal Age
 - o 501.15 Homeless Children and Youth
 - o 501.15-R Administrative Regulations Regarding Homeless Children and Youth
 - o 502.1 Student Conduct Revised
 - o 502.1-R Administrative Regulations Regarding Student Conduct
 - o 502.2 Expulsion Revised
 - o 502.2-R Administrative Regulations Regarding Expulsion
 - 502.3 Prohibition of Tobacco/Nicotine, Alcohol and Drugs
 - o 502.3-R Administrative Regulations Regarding Prohibition of Tobacco/Nicotine, Alcohol & Drugs
 - 502.4 Search and Seizure
 - o 502.4-R Administrative Regulations Regarding Search and Seizure
 - 502.4-E Search and Seizure Checklist
 - o 502.5 Co/Extra-Curricular Conduct
 - o 502.5-R1 Administrative Regulations Regarding Co/Extra-Curricular Conduct
 - o 502.5-R2 Administrative Regulations Regarding Co/Extra-Curricular Conduct
 - o 502.5-R3 Administrative Regulations Regarding Co/Extra-Curricular Conduct
 - o 502.6 High School Academic Eligibility Co/Extra-Curricular Activities Revised
 - o 502.7 Corporal Punishment
 - o 502.8 Weapons
 - o 502.8-R Administrative Regulations Regarding Weapons
 - 502.9 Student Appearance
 - o 502.10 Care of School Property/Vandalism
 - o 502.11 Freedom of Expression
 - o 502.12 Student Complaints and Grievances
 - o 502.13 Student Lockers
 - o 503.1 Student Government
 - o 503.2 Student Organizations
 - 503.3 Student Publications

- o 503.3-R Administrative Regulations Regarding Student Publications
- 503.4 Student Activity Program
- o 503.5 Reserved Time for Non-School Student Activities
- o 503.6 Attendance at Events Outside of School
- o 503.7 Honors and Awards
- 503.8 Intramural Activities
- $\circ \quad \ \ 503.10 \quad \ \ Student\ Travel$
- o 503.11 Public Performances by Students
- o 503.12 Contests for Students/Honor Recognitions for Students
- o 504.31 Administration of Medication to Students Revised
- o 504.31-E1 Medication Permission Form Revised

800: New Business

801: Early Graduation Request Motion 029-10-23

Motion Weaver, second Lausen to approve the early graduation request for Seth Williams as presented. Voice vote. All ayes. Motion carried.

802: Open Enrollment Requests Motion 030-10-23

Motion Lausen, second Anderson to approve the open enrollment requests as presented. Voice vote. All ayes. Motion carried

Approved IN

Name	Grade	Residing District	Reason
Crooks, Avery	К	Marion Independent	Good Cause

Approved OUT

Name	Grade	Receiving District	Reason
Finley, Samuel	10 th	Marion Independent	Good cause

Denied OUT

Name	Grade	Receiving District	Reason
Huber, Melissa	11 th	Marion Independent	Late – no good cause

900: Consent Agenda

901: Personnel

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Cooper, Zach	per, Zach O&M: From Athletic Grounds/Facilities to Skilled		SEIU E, Step 4
	Maintenance		
Fuller, Brent	From IC to LRC Custodian	10/9/17	Same
Kaufman, Barbara	From WE to IC Custodian	10/9/17	Same
Lindell, Steve	TR: From Substitute to Regular Sub Bus Driver	10/6/17	Step 1
Scherbaum, Nate	From O&M Skilled Maintenance to WE Custodian	10/9/17	SEIU C, Step 2
Xayasouk, Deng	HS: Student Support Associate	10/11/17	LMSEAA II, Step 10

Classified Staff: Resignation

Name	Assignment	Dept Action	Salary Placement
Dirks, Tim	LRC: Custodian	10/5/17	Retirement

Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Rodenkirk, Kyle	HS: Head Varsity Baseball Coach	10/9/17	\$5,326

902: Approval of October 9th Board Meeting Minutes	Exhibit 902.1
903: Approval of October 16 th Orientation Session III Minutes	Exhibit 903.1
904: Approval of October 16 th Board Retreat Minutes	Exhibit 904.1
905: Approval of Bills	Exhibit 905.1

905: Approval of Bills

906: Approval of Contracts

Exhibits 906.1-14

- 1. Memorandum of understanding with Truman State University for student teaching field experience.
- 2. Agreement with Buena Vista University for student teaching field experience.
- 3. Facility use agreement with US Cellular Center for 2020 thru 2022 graduation ceremonies.
- 4. Professional services agreement with RSP & Associates for consulting services.
- 5. Certificate of substantial completion with Rathje Construction regarding the Westfield parking lot reconstruction project.
- 6. Extended service agreement with Daktronics, Inc.
- 7. Independent contractor agreement with Michelle Blair
- 8. Independent contractor agreement with Gerald Kreitzer
- 9. Independent contractor agreement with Christina Mixemong
- 10. Independent contractor agreement with Thomas Schilke
- 11. Independent contractor agreement with Joshua Yem
- 12. Commercial licensing agreements with:
 - a. Pete King, President of the Linn-Mar Booster Club
 - b. Debbie Rogers, Controller for KLK Holdings; dba Level 10 Apparel
 - c. Dotti Burke, Owner of Dotti's Kitchen and Craft Creations
 - d. Chris Abraham, Co-Owner of Velocity Graphix
 - e. Chris Abraham, President of IMS Branded Solutions
 - f. Dan Krapel, President of Sports Connection; dba Branded Apparel
 - g. Larry & Nancy Smith, Owners of Captivating Crafts
 - h. Michael Stromert, President of Cotton Gallery
- 13. Independent contractor agreement with Alexis Robson
- 14. Licensing agreement with Criterion Pictures for viewing of *Trolls* movie at Indian Creek.
- 15. Interagency agreements for Special Education services with Cedar Rapids CSD (1), Central City CSD (1), College CSD (1), Dubugue CSD (1), and Marion Independent (23). To protect student confidentiality, no exhibits provided.

907: Overnight Fieldtrip Request

Exhibit 907.1 1. Request from the High School for attendance at All-State Music Festival in Ames, Iowa on November 16-18.

908: Informational Items

- 1. Financials and cash balance report as of 9/30/2016
- 2. Financials and cash balance report as of 9/30/2017

909: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and policy 902.6, the district will list for sale the following obsolete equipment/furnishings on the Linn-Mar website>Quick Links>GovDeals. No items listed at this time.

Exhibits 908.1-2

910: Approval of the Consent Agenda Motion 031-10-23

Motion Anderson, second Lausen to approve the consent agenda as presented. Voice vote. All ayes. Motion carried.

1000: Communications

1001: Board Communications

Anderson commented that the employee relations conference he and Dr. Shepherd recently attended was very good. Weaver congratulated the cross country teams and wished the volleyball and swim teams good luck in their upcoming regional events. Wall and Lausen shared how much they enjoyed America Reads Day.

1002: Calendar

Date	Time	Event	Location
October 26-27th	All Day	No School K-12	Professional Learning
October 30 th	All Day	No School K-12	Teacher Comp/Work Day
Date	Time	Event	Location
November 3 rd	Noon	Board Visit	High School
November 3 rd	1:00 PM	Policy Committee	Superintendent's Conference Room
November 4 th	8:30 AM	Coffee & Conversation (Cara, Sondra)	Excelsior Middle School
November 6 th	5:00 PM	Board Work Session	High School Lecture Hall
	7:00 PM	Board Regular Meeting	
November 8th	6:00 PM	Iowa BIG Open House	600 Boyson Rd, NE
November 9 th	4:00 PM	SIAC Meeting	LRC – Room 312
November 9 th	5:30 PM	Marion City Council (Sondra)	City Hall
November 15-16th	All Day	IASB Annual Conference	Des Moines
November 16 th	7:30 AM	Finance/Audit Committee	Rm 203-Finance/Tech Conference Rm
November 16 th	4:30 PM	Parent University	Boardroom
November 20 th	5:00 PM	Board Work Session	Boardroom
	700 PM	Board Regular Meeting	
November 22-24th	All Day	No School	Thanksgiving Break

1003: Committees/Advisories

Committees/Advisories	Board/Administrative Participants
Finance/Audit Committee	Anderson, Shepherd, Morrison, AbouAssaly, Lausen, Wall
Policy/Governance Committee	Shepherd, Morrison, Anderson, Isenberg, Weaver
Career & Technical Education Advisory Committee	Bisgard, Wall
School Improvement Advisory Committee	Bisgard, AbouAssaly

1100: Adjournment Motion 032-10-23

Motion Anderson, second Lausen to adjourn at 7:33 PM. Voice vote. All ayes. Motion carried.

Sondra Nelson, Board President

Angie Morrison, Board Secretary

Minutes submitted by Angie Morrison

A -	Warrants Paid Listing	2	<u> Criteria</u>
	_	Date Range:	10/20/2017 - 11/02/2017
FISCAI	Year: 2017-2018	Description	Check Total
	Vendor Name	Description	
Fund:	Aquatic Center		¢4 074 00
	BMO MASTERCARD	GENERAL SUPPLIES	\$1,274.33
	FARMERS STATE BANK		\$4,414.55
	INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$88.10
	INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$376.70
	INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$88.10
	INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$376.70
	INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$627.23
	IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$509.75
	IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$765.04
	MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.44
	MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12.99
	METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$482.11
	METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$38.19
	SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3.00
	TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$200.09
	USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES	\$266.00
Fund	: DEBT SERVICE BANKERS TRUST COMPANY	Fund Total:	\$628,931.94
	BANKERS TRUST COMPANY	OTHER PROFESSIONAL	\$500.00
		Fund Total	\$629,431.94
Fund	: GENERAL		\$165.89
	ACME TOOLS		·
	ACP, LLC	INSTRUCTIONAL SUPPLIES	\$490.00
	ADVANTAGE	GENERAL SUPPLIES	\$344.50
	AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$1,186.50
	AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES	\$120.20
	ALL INTEGRATED SOLUTIONS	MAINTENANCE SUPPLIES	\$437.66
	ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$44.91
	ALLIANT ENERGY	ELECTRICITY	\$7,405.37
	ALLIED GLASS PRODUCTS INC	GENERAL SUPPLIES	\$127.24
	ALLIED GLASS PRODUCTS INC	INSTRUCTIONAL SUPPLIES	\$301.69
	ANCHOR FRAME & AXLE		\$860.81
	AOSNC, LLC	COMPUTER SOFTWARE	\$1,586.65
	APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$878.00
	BARNES & NOBLE	LIBRARY BOOKS	\$259.70
	BARWEGEN, MATTHEW	Professional Educational Services	\$750.00
	BAUER BUILT	TIRES AND TUBES	\$2,840.02
	BAUER BUILT	VEHICLE REPAIR	\$1,494.84
	BMO MASTERCARD	ADVERTISING	\$15.00
	BMO MASTERCARD	AUDIO-VISUAL MEDIA	\$71.87
	BMO MASTERCARD	COMP/TECH HARDWARE	\$4,018.50
	BMO MASTERCARD	DUES AND FEES	\$150.00
			\$130.46

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IA - Warrants Paid Listing

Fiscal Year: 2017-2018		
Vendor Name	Description	
BMO MASTERCARD	GENERAL SOF	
BMO MASTERCARD	GENERAL SUPP	
BMO MASTERCARD	INSTRUCTIONA	
BMO MASTERCARD	LIBRARY BOOK	
BMO MASTERCARD	MAINTENANCE	
BMO MASTERCARD	OTHER PROFES	
BMO MASTERCARD	PROF SERV: ED	
BMO MASTERCARD	REF & RSRCH M	

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BMO MASTERCARD	GENERAL SOFTWARE	\$43.99
BMO MASTERCARD	GENERAL SUPPLIES	\$1,934.28
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$25,760.18
BMO MASTERCARD	LIBRARY BOOKS	\$2,147.54
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$6,320.82
BMO MASTERCARD	OTHER PROFESSIONAL	\$882.94
BMO MASTERCARD	PROF SERV: EDUCATION	\$210.00
BMO MASTERCARD	REF & RSRCH MATERIAL	\$97.24
BMO MASTERCARD	STAFF WORKSHP/CONF	\$10,620.73
BMO MASTERCARD	TEXTBOOKS	\$38.97
BMO MASTERCARD	TRAVEL	\$3,450.32
BOSTIAN CAREY	Professional Educational Services	\$375.00
BOY SCOUTS OF AMERICA TROOP 360	OTHER PROFESSIONAL	\$3,250.00
BROWN & SAENGER	INSTRUCTIONAL SUPPLIES	\$118.34
C.J. COOPER & ASSOCIATES	PHYSICALS	\$90.00
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$18,125.39
CARROLL CONSTRUCTION SUPPLY	REPAIR PARTS	\$75.00
CDW - GOVERNMENT	EQUIPMENT >\$1999	\$2,559.00
CEDAR RAPIDS COMM. SCHOOL/RW	INSTRUCTIONAL SUPPLIES	\$10,182.48
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$690.52
CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	\$499.95
CENTURY CAB INC	TRANSP PRIVATE CONT	\$1,974.50
CENTURYL INK	TELEPHONE	\$713.42
CENTURYLINK	TELEPHONE	\$345.49
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$413.23
CITY OF MARION.	OTHER PROFESSIONAL	\$2,107.00
CLEMENS CANVAS & MFG. CO.	REPAIR/MAINT SERVICE	\$47.50
COLLECTION	EE LIAB-GARNISHMENTS	\$3,728.14
COMMUNICATIONS ENGINEERING CO	TECH REPAIRS	\$305.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$10.00
COMMUSA	REPAIR PARTS	\$335.02
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$65.00
CRISIS PREVENTION INSTITUTE INC	GENERAL SUPPLIES	\$3,200.00
CUMMINS CENTRAL POWER LLC	TRANSP. PARTS	\$1,641.53
DAN MALLOY, JR	INSTRUCTIONAL SUPPLIES	\$95.00
DEMCO	GENERAL SUPPLIES	\$438.01
DOMINO'S PIZZA-4358	INSTRUCTIONAL SUPPLIES	\$142.89
DUCHESS CLEANERS	INSTRUCTIONAL SUPPLIES	\$1,051.27
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,453.50
EXPANDING EXPRESSION LLC	INSTRUCTIONAL SUPPLIES	\$566.50
FAMILY VIDEO	FACILITY RENTAL	\$3,687.04
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$92.46
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,736,834.32
FEDEX	GENERAL SUPPLIES	\$27.77
FEDEX	INSTRUCTIONAL SUPPLIES	\$71.02

<u>Criteria</u>

10/20/2017 - 11/02/2017

Check Total

Date Range:

IA - Warrants Paid Listing

Fiscal Year: 2017-2018

Date Range:

10/20/2017 - 11/02/2017

Criteria

Vendor Name	Description	Check Total
FEINER SUPPLY	INSTRUCTIONAL SUPPLIES	\$73.90
FRONTLINE TECHNOLOGIES	OTHER PROFESSIONAL	\$1,599.10
FUTURE LINE	MAINTENANCE SUPPLIES	\$352.62
GASWAY CO, J P	GENERAL SUPPLIES	\$5,084.60
GODFATHER'S PIZZA	INSTRUCTIONAL SUPPLIES	\$57.92
GRAINGER	MAINTENANCE SUPPLIES	\$1,165.23
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$64.00
GRANT WOOD AEA	STAFF WORKSHP/CONF	\$2,175.00
HOGLUND BUS CO. INC	TRANSP. PARTS	\$1,215.34
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$880.90
IASB	DUES AND FEES	\$170.00
IASB	OTHER PROFESSIONAL	\$280.00
IASB	PROF SERV: EDUCATION	\$140.00
IBEA	INSTRUCTIONAL SUPPLIES	\$130.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$57,478.23
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$244,619.35
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$57,478.23
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$244,619.35
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$423,744.30
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$756.55
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$277.90
INVOLTA	OTHER TECH SER	\$345.00
IOWA DEPT OF REVENUE - ADMIN WAGE LEVY		\$133.16
IOWA DIRECT EQUIP & APPRAISAL	MAINTENANCE SUPPLIES	\$325.00
IOWA MUSIC EDUCATORS ASSOCIATION	STAFF WORKSHP/CONF	\$75.00
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$6,234.26
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$294,363.83
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$441,793.32
	EE LIAB-CHARITY	\$28.00
		\$148.00
	GENERAL SUPPLIES	\$77.98
	GENERAL SUPPLIES MAINTENANCE SUPPLIES	\$12.53
		\$12.53 \$504.82
	TUITION-COMM COLLEGE	\$127,335.20 \$312.50
KONA ICE OF CEDAR RAPIDS, LLC		\$312.50
		\$200.00 \$444.65
		·
LEARNING RESOURCES, INC		\$29.99
LEGO EDUCATION		\$502.85 \$40.540.55
		\$12,519.55
LMEA	EE LIAB-UNION DUES	\$296.40
LYNCH FORD		\$240.84
MADISON NATIONAL LIFE INS. CO., INC		\$4,744.56
MADISON NATIONAL LIFE INS. CO., INC		\$12,866.95
MARION IRON CO.	MAINTENANCE SUPPLIES	\$74.61

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IA - Warrants Paid Listing

Year: 2017-2018	Date Range:	10/20/2017 - 11/02/201
Vendor Name	Description	Check Total
MARION JANITORIAL SUPPLY CO	GENERAL SUPPLIES	\$55.90
MARION TIMES	ADVERTISING	\$1,324.16
MARION TIMES	GENERAL SUPPLIES	\$30.59
MARION WATER DEPT	WATER/SEWER	\$7,206.18
MCGRAW-HILL SCHOOL EDUCATION	Copies	\$125.79
MCGRAW-HILL SCHOOL EDUCATION	INSTRUCTIONAL SUPPLIES	\$3,119.93
MEDIAQUEST SIGNS	EQUIPMENT >\$1999	\$7,826.25
MENARDS -13127	GENERAL SUPPLIES	\$86.77
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$139.12
MERCY EAP SERVICES	PROF SERV: EDUCATION	\$600.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$94.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$12,068.10
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$476,915.90
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$17,395.55
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$25,230.00
MID AMERICAN ENERGY	NATURAL GAS	\$2,525.63
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$5,697.38
MIDWEST WHEEL	TRANSP. PARTS	\$198.57
MIERA, KIM	Professional Educational Services	\$375.00
NASCO	INSTRUCTIONAL SUPPLIES	\$32.92
NATIONAL BALSA	INSTRUCTIONAL SUPPLIES	\$498.58
NORCOM, INC	INSTRUCTIONAL SUPPLIES	\$30.30
ORKIN PEST CONTROL	Pest Control	\$45.00
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$227.60
PBIS REWARDS	INSTRUCTIONAL SUPPLIES	\$1,970.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$409.67
PHELPS AMY	Professional Educational Services	\$594.00
POELLET LUKE	STAFF WORKSHP/CONF	\$180.00
POSTMASTER	POSTAGE/UPS	\$225.00
PRIMARY SYSTEMS	OTHER PROFESSIONAL	\$90.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$1,864.46
PUSH-PEDAL-PULL	INSTRUCTIONAL SUPPLIES	\$745.00
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$383.91
QUINN STORAGE	FACILITY RENTAL	\$160.00
REALLY GOOD STUFF INC	INSTRUCTIONAL SUPPLIES	\$152.58
RECOVER HEALTH	PROF SERV: EDUCATION	\$505.79
REDEXIM TURF PRODUCTS	REPAIR PARTS	\$681.12
RONALD BENJAMIN ROYBAL	STAFF WORKSHP/CONF	\$11,500.00
SCHILKE, THOMAS	Professional Educational Services	\$139.00
SCHOLASTIC BOOK FAIR INC	INSTRUCTIONAL SUPPLIES	\$2,134.28
SCHOLASTIC BOOK FAIR INC	LIBRARY BOOKS	\$11,551.52
SCHOLASTIC BOOK FAIR INC	MISC REVENUE	\$1,862.92
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	\$60.50
SCHOLASTIC TEACHER STORE	INSTRUCTIONAL SUPPLIES	\$63.25
SCHOOL BUS SALES	TRANSP. PARTS	\$1,234.96

<u>Criteria</u>

IA - Warrants Paid Listing

Fiscal Year: 2017-2018

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Date Range:

<u>Criteria</u> 10/20/2017 - 11/02/2017

Vendor Name	Description	Check Total
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$6.48
SCHULMERICH BELLS, LLC	INSTRUCTIONAL SUPPLIES	\$215.00
SEIU LOCAL 199	EE LIAB-UNION DUES	\$689.24
SHARON K. GONZALEZ,	OTHER PROFESSIONAL	\$7,078.38
SHAWN THOMSEN	OFFICIAL/JUDGE	\$50.00
SOLUTION TREE	STAFF WORKSHP/CONF	\$55,840.00
STOREY KENWORTHY	INSTRUCTIONAL SUPPLIES	\$232.87
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,225.95
THE SHREDDER	OTHER PROFESSIONAL	\$172.00
THERAPRO INC	INSTRUCTIONAL SUPPLIES	\$35.30
THINK SAFE INC	GENERAL SUPPLIES	\$36.37
THINK SAFE INC	INSTRUCTIONAL SUPPLIES	\$181.85
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$267.30
TOBII DYNAVOX LLC	INSTRUCTIONAL SUPPLIES	\$396.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$182,794.13
U.S. CELLULAR CENTER	GENERAL SUPPLIES	\$2,500.00
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$1,140.61
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$816.31
US Department of Education	EE LIAB-GARNISHMENTS	\$276.77
VALUE INSPIRED PRODUCTS/SERVICES	MAINTENANCE SUPPLIES	\$445.00
VEST-FELD-HAZER & ASSOCIATES INC	MAINTENANCE SUPPLIES	\$472.34
VITALSMARTS LC	OTHER PROFESSIONAL	\$6,234.60
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$57,068.19
WALMART	INSTRUCTIONAL SUPPLIES	\$683.23
WARD'S NATURAL SCIENCE	EQUIPMENT >\$1999	\$1,948.77
WENGER	EQUIPMENT >\$1999	\$3,650.00
WESTDALE BOWLING CENTER	INSTRUCTIONAL SUPPLIES	\$157.25
WINDSTREAM	TELEPHONE	\$793.87
WRIGHT-WAY TRAILERS	REPAIR PARTS	\$118.72
	Fund Total	\$5,742,353.34
und: LOCAL OPT SALES TAX RIVERSIDE TECHNOLOGIES, INC	COMP/TECH HARDWARE	\$2,012.50
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$12,546.00
	Fund Total	
und: NUTRITION SERVICES		
BMO MASTERCARD	GENERAL SUPPLIES	\$143.66
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$54,495.99
HUMITECH OF IOWA INC	REPAIR/MAINT SERVICE	\$40.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,094.42
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,679.65
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,094.42
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,679.65
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$5,929.46
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$11,193.71
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$16,800.00

A - Warrants Paid Listing		<u>Criteria</u>
Fiscal Year: 2017-2018	Date Range:	10/20/2017 - 11/02/20
Vendor Name	Description	Check Total
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$145.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$205.42
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$16,413.30
OFFICE EXPRESS	GENERAL SUPPLIES	\$61.68
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$217.58
RAPIDS WHOLESALE EQUIP CO	MACHINERY AND EQUIP	\$4,979.00
REINHARDT THRESE	GENERAL SUPPLIES	\$45.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$64.20
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,624.97
U.S. DEPARTMENT OF TREASURY-FMS	EE LIAB-GARNISHMENTS	\$201.97
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$780.00
WITTENBERG JODIE		\$17.50
	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
und: PHY PLANT & EQ LEVY	Fund Total	: \$125,906.58
BMO MASTERCARD	EQUIPMENT >\$1999	\$1,458.76
BRECKE	CONSTRUCTION SERV	\$2,486.00
COMMUSA	EQUIPMENT >\$1999	\$1,886.17
	BLDG, CONST SUPPLIES	\$3,763.44
CROELL REDI-MIX INC	BLDG, CONST SUPPLIES	\$2,017.00
FUTURE LINE	VEHICLES	\$1,280.30
HALVORSON BUILDING SOLUTIONS	BLDG, CONST SUPPLIES	. ,
		\$1,149.38
INNOVATIVE MODULAR SOLUTIONS, INC. PEERBOLTE CREATIVE LLC		\$1,608.00
	EQUIPMENT >\$1999	\$2,200.00
TIME CLOCK PLUS		\$5,387.83
		\$27,166.45
VEST-FELD-HAZER & ASSOCIATES INC	BLDG. CONST SUPPLIES	\$1,199.61
WALSH DOOR & HARDWARE		\$5,660.00
WENDLING QUARRIES	BLDG. CONST SUPPLIES	\$235.82
und: PUB ED & REC LEVY	Fund Total	: \$57,498.76
CO-LINE WELDING, INC	CONSTRUCTION SERV	\$192.00
D & K PRODUCTS	GROUNDS UPKEEP	\$1,960.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,531.04
FLEMING NURSERY, INC	GROUNDS UPKEEP	\$1,040.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$30.57
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$130.67
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$30.57
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$130.67
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$201.04
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$147.92
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$221.99
MADISON NATIONAL LIFE INS. CO., INC		\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$7.28
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$23.61
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$429.50
		+

IA - Warrants Paid Listing	P -4- P -	Criteria 10/20/2017 11/02/201			
Fiscal Year: 2017-2018 Date Range: 10/20/2017 - 11/02/2017					
Vendor Name	Description	Check Total			
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$19.09			
MIRACLE RECEATION EQUIPMENT	GROUNDS UPKEEP	\$186.13			
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$83.93			
WENDLING QUARRIES	CONSTRUCTION SERV	\$1,962.24			
WENDLING QUARRIES	GROUNDS UPKEEP	\$346.36			
	Fi	und Total: \$8,677.11			
und: STUDENT ACTIVITY		\$405 AD			
ANKENY SCHOOLS	DUES AND FEES	\$125.00			
BAKER DAVID	OFFICIAL/JUDGE	\$95.00			
BANACOM SIGNS LLC	INSTRUCTIONAL SUPPLIES	\$250.00			
BLOCKLINGER RONNIE	OFFICIAL/JUDGE	\$95.00			
BMO MASTERCARD	DUES AND FEES	\$1,266.00			
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$13,068.78			
BMO MASTERCARD	TRAVEL	\$1,286.21			
BONWELL MIKE	OFFICIAL/JUDGE	\$55.00			
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$834.00			
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$55.00			
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$178.94			
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES	\$900.00			
CITY HIGH SCHOOL	INSTRUCTIONAL SUPPLIES	\$45.00			
CITYWIDE CLEANERS	INSTRUCTIONAL SUPPLIES	\$1,076.00			
CLARK MCKAY	INSTRUCTIONAL SUPPLIES	\$400.00			
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$55.00			
CONSERVATION DISTRICTS OF IOWA	DUES AND FEES	\$80.00			
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$1,334.45			
D.B. ACOUSTICS INC	INSTRUCTIONAL SUPPLIES	\$3,118.50			
DANIEL GRAWE	OFFICIAL/JUDGE	\$57.50			
DILLON REDMOND	INSTRUCTIONAL SUPPLIES	\$50.00			
	OFFICIAL/JUDGE	\$55.00			
EDWARDS, MATTHEW	EE LIAB-DIR DEP NET PAY	\$2,964.41			
	OFFICIAL/JUDGE	\$112.50			
	INSTRUCTIONAL SUPPLIES	\$535.00			
	OFFICIAL/JUDGE	\$57.50			
GRAVERT GREG	OFFICIAL/JUDGE	\$110.00			
		\$48.44			
INTERNAL REVENUE SERVICE-9343		\$40.44 \$207.07			
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$48.44			
INTERNAL REVENUE SERVICE-9343					
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$207.07			
INTERNAL REVENUE SERVICE-9343					
IOWA BASKETBALL COACHES ASSOC		\$140.00			
IOWA FBLA-9400	TRAVEL	\$1,883.00			
IOWA HIGH SCHOOL ATHLETIC ASSOC	INSTRUCTIONAL SUPPLIES	\$210.00			
IOWA HIGH SCHOOL MUSIC ASSOC	INSTRUCTIONAL SUPPLIES	\$560.00			
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$94.84			
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$142.34			
		2017.2.10 Baga:			

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IA - Warrants Paid Listing

al Year: 2017-2018	Date Range:	10/20/2017 - 11/02/201
Vendor Name	Description	Check Total
IOWA SPORTS SUPPLY	INSTRUCTIONAL SUPPLIES	\$2,664.00
IOWA YOUTH SYMPOSIUM	INSTRUCTIONAL SUPPLIES	\$339.00
JEFFRY DOWNING	OFFICIAL/JUDGE	\$57.50
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$95.00
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$294.94
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$28.50
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$211.68
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$107.56
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$193.75
NEFF	INSTRUCTIONAL SUPPLIES	\$393.22
NOBLE ROBERT	OFFICIAL/JUDGE	\$95.00
NORRIS CALVIN	OFFICIAL/JUDGE	\$55.00
PANTINI ANDY	OFFICIAL/JUDGE	\$100.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$67.74
PROOF SCHOOL	INSTRUCTIONAL SUPPLIES	\$56.00
REMINGTON SHANE	OFFICIAL/JUDGE	\$95.00
ROBSON ALEXIS	INSTRUCTIONAL SUPPLIES	\$5,633.20
ROSS WILLIAM	OFFICIAL/JUDGE	\$55.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$49.43
UTTERBACK BILL	OFFICIAL/JUDGE	\$55.00
WALMART	INSTRUCTIONAL SUPPLIES	\$248.75
WOOD LOREN	OFFICIAL/JUDGE	\$55.00
	Fund Total	\$42,847.52
d: Student Store		
BMO MASTERCARD	GENERAL SUPPLIES	\$884.21
FRAZIER KATIE	MISC REVENUE	\$45.00
NEW ERA PARK CAPS	GENERAL SUPPLIES	\$785.84
	Fund Total	\$1,715.05
	Grand Total:	\$6,632,517.12

End of Report

2017.3.10

<u>Criteria</u>

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Na	ational Schoo				ewal Agree			School Year	
			1	Fall Individuals Linn-Mar Cmty School District			BN01	JEFFR	
ACCOUNT & CO	-			Linn-Mar	Cmty Scho	Phone	240 447 20	Enrollment	5200
Account Name	2999 N 10		nool District			Fax	319-447-30	Grades	K-12
Address						District		Glaues	11-12
City, State Zip	Marion, IA	1 52302					Linn		
Website					Phone	County	Email Addr	2055	
Contact Title / F					Phone		Email Audi	635	
Principal	Angie Mo	rrison							
Secretary									
Yearbook Adviso									10-11-11-11-11-11-11-11-11-11-11-11-11-1
Event Coordinate							nhrown@lin	nmar.k12.ia.	110
EDT Coordinator		rown					pprown@iii	ininal.K12.ia.	us
Athletic Director									
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Student ID Card	IS: YES / NO	g Starr ID	Cards: Yes /	Barcoded I	D Carus. re		aiu Notes.		
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Yearbook Progr	L L Dur							vor ZOOM	/ No 70
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				Contract/I	MEA/Grant Num	ber: 008918
		lowa D	epartment of Ec Amendment # 2			OEIVED 27 2 5 2017
Contracting Agenc	y/Individual:	Linn-Mar Cor	nmunity School Dist	rict		
Current Operation	al Period:	Start Date:	August 15, 2017	End Date:	دين July 31, 2018 ⁸	NATYENT OF BUCATON
Current Budgeted Amount:	\$ 2	25,000.00				
Reason for Amend	lment (check a	all that apply):	Work Scop	e 🔀 Budget	Amount	End Date
			g added to work scop cope for additional so			led)
New End Date req	uested:		New B	udget Amount re	equested: \$ 30,	00.00
additional pages if	needed) is being adde Amount: unt:		<u>00</u>			
		I	or Internal Purpose	s Only:		
FUND	DEPT	UNIT	S/ORG	OBJ	PROG	
0286	282 282	3362		2469	PI72	\$ 30,000.00 \$
	282					\$
				<u> </u>	Total	\$ 30,000.00
Authorization for MULA DE CONTACT DE ADMINISTRAT	Wikh Non	Щ	ture indicates agreen (ITLE) UITLE TITLE TITLE	nent to carry out ulfaut wale Chi	D.	ent as amended): 1/23/17 ATE 10:35-17 ATE ATE

DE AUTHORIZING SIGNATURE

Form 19: Amendment (7/17) SPDG- 4 10/23/17

TITLE

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: CC-22	OWNER:
Linn-Mar High School Additions and	DATE: September 19, 2017	ARCHITECT:
Renovations - Phase 2 Marion, Iowa		CONTRACTOR:
O CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 11-13105-20	FIELD:
Larson Construction Co., Inc. 600 17th Street SE P.O. Box 112	CONTRACT DATE: March 9, 2015 CONTRACT FOR: Combined Construction	
Independence, IA 50644		

THE CONTRACT IS CHANGED AS FOLLOWS:

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

The original Contract Sum was	\$ 19,548,000.00
The net change by previously authorized Change Orders	\$ 714,379.00
The Contract Sum prior to this Change Order was	\$ 20,262,379.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,212.46
The new Contract Sum including this Change Order will be	\$ 20,264,591.46

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

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

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

DLR Group, inc.
ARCHITECT (Firm name)
1430 Locust Street
Suite 200
Des Moines, IA 50309
ADDRESS Au Au
By (Cimeral)

BY (Signature)

Paul Arend

(Typed name)

DATE

10/26/2017

Larson Construction Co., Inc. **CONTRACTOR** (Firm name)

600 17th Street SE P.O. Box 112 Independence, IA 50644

ADDRESS____

BY (Signature)

Travis Schwartz

(Typed name)

Linn-Mar Community School District **OWNER** (Firm name)

2999 North Tenth Street Marion, IA 52302

ADDRESS

BY (Signature)

Sondra Nelson, Board President (Typed name)

DATE

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

Attachment to Change Order CC-22

General Contractor: Larson Construction

September 19, 2017

<u>Item No. 1:</u>

Per RFI 228: Cost to paint entire ceiling black and all exposed to view ceiling items including deck, joists, ducts, conduit, etc.

Pricing per Larson Construction correspondence COR #170R2 dated April 20, 2017, reviewed by DLR Group on April 21, 2017.

Total Item No. 1:	Add:	\$1,0 <u>21.48</u>

Item No. 2:

Provide cost for material and labor for ceiling and lighting modifications to hallway south of Mech/Storage ELM3. Delete new APC ceiling and recessed lighting fixture. Paint exposed structure and all existing infrastructure P-3. Delete the installation of one (1) type-RL2 fixture and add one (1) 4-foot linear pendant fixture.

DLR Group Proposal Request CC-98 dated January 23, 2017. Pricing per Larson Construction correspondence dated July 17, 2017.

Total Item No. 2:	Add:	<u>\$248.89</u>

Item No. 3:

Cost to add film to transom at G196 at Courtyard.

Pricing per Larson Construction correspondence COR #183 dated July 13, 2017, reviewed by DLR Group on August 7, 2017.

Total Item No. 3:	Add:	\$237.43

Item No. 4:

Deduct not to install 6 panes of glass at Orchestra Office J104A/B.

Pricing per Larson Construction correspondence COR #185 dated July 17, 2017, reviewed by DLR Group on August 7, 2017.

Total Item No. 4:

Deduct: (\$282.00)

Item No. 5:

Cost for labor and material to add opaque film to the existing glass panel above exterior door to the Court Yard, originally associated with Proposal Request No. CC-46.

Pricing per Larson Construction correspondence COR #188 dated August 16, 2017, reviewed by DLR Group on August 23, 2017.

Total Item No.	5:	Add:	\$986.66

TOTAL AMOUNT OF CHANGE ORDER CC-22: ADD: \$2,212.46

LICENSE AGREEMENT COMMERCIAL

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

1. Definitions

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

1.2 "Licensed Product" means products bearing the Trademarks.

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

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

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

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

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

2. LICENSE

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

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

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

3. LICENSOR'S CONTROL

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

4. USE OF THE TRADEMARK

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

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

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

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

5. TERMINATION

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

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

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

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

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

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

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

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

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

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

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below. 7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

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

Please print (except f	or your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: _	The Pinx Barrette, LLC (Example: LM Starz 3rd Gr Girls' BB Team)
Contact's Title/Position:	WRY
	(Example: Head Coach)
Contact's Printed Name:	herie Edilson
Contact's Signature:	Edilson Date Signed: 10/21/17
How to Reach Contact:	Phone: 319-389-3169
	Email: Cherre Cherrickharrette Con
	Full Address: 1680 winding Creck Dr.
	Mano, 18 52307

Licensor:

Linn-Mar Community School District 2999 N 10th Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager Email: <u>amorrison@Linnmar.k12.ia.us</u> Phone: 319-730-3673

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature:______Date: _____



b)

d)

f)

a)

c)

e)









- g) Linn-Mar Community School District
- h) Linn-Mar Lions

Exhibit B Commercial Royalty Rate: 8% Licensed Markets: Everything not prohibited by the Code of Conduct Customers: Everyone Term: 3 year Reporting Period: Quarterly

CODE OF CONDUCT COMMERCIAL

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

Supplier Performance. Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

Gifts. Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

Compensation. Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

Working Conditions. Licensee shall provide a safe and healthy working environment, and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

Worker Rights. Employees of Licensee and sub-contractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

Legal Compliance. Licensee shall comply with all the laws and regulations governing the workplace and Licensees conduct of its business affairs. Where there are differences or conflicts with this Code of Conduct and the applicable laws, the higher standard will prevail.

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Alexis (Lexi) Robson</u>, Independent Contractor ("IC"), for the performance of certain services, with the goal being to provide <u>Choreography</u> to or for the District or the District's In Step Show Choir

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

 1. SERVICES TO BE PERFORMED: District shall employ IC for the term of this

 Agreement to perform the following Choreography
 services which shall

 generally involve Choreographing
 . The services to be

 provided shall be performed within the phases (or timeline or dates) outlined below:

Choreograph Show Choir Show - Aug. and Oct. 2017

2. **TERMS OF PAYMENT:**

The sum is to be paid at the close of the Oct. _____ session.

The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this Agreement. As compensation for the services rendered by IC under this Agreement, District shall pay IC a total of \$3,549.99 for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on Oct. 14, 2017 . An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.

3. **INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

A.Mileage (included in invoice) B.Choroegraphy Assistant Stipend (included in invoice) C. D. E.

4. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

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

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

7. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

8. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.

9. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

10. **TERM:** This Agreement shall begin on <u>Aug. 1</u>, 20<u>17</u> and shall continue in effect until <u>Nov. 1</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with Section 11.

11. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 20 day of October , 2017.

Independent Contractor

Linn-Mar Community School District

By: son

Title:

By:

Board President

Lexi Robson

Title:Choreographer

00942788-1\13379-000

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Dr. William Carson</u>, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's <u>All-State Auditionees</u>.

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

1. SERVICES TO BE PERFORMED: District shall employ IC for the term of this Agreement to perform the following Instrumental Music Clinician services which shall generally involve Band Students . The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

Wednesday, October 11 - After School

2. TERMS OF PAYMENT: The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$75.00 OR at a rate of \$______, not to exceed \$_______ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fess for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.

3. INSTRUMENTATIONS: District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

N/A

4. TERM: This Agreement shall begin on October 11 , 2017 and shall continue in effect until October 11 , 2017 , unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

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

7. PAYROLL OR EMPLOYMENT TAXES: No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment tax.

8. FRINGE BENEFITS: IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

9. INSURANCE: No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.

10. INDEMNIFICATION: The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contract Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fess, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

11. **TERMINATION:** This agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

12. ASSIGNMENT: IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

1.3. AMENDMENTS: This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

14. GOVERNING LAW: This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 17th day of October , 20 17.

Independent Contractor By: Printed Name William S. Carson

Linn-Mar Community School District

By:

Printed Name:

Title: Professor of Music

Title:

Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with <u>Steve Shanley</u>, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's <u>All-State Auditionees</u>.

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

1. SERVICES TO BE PERFORMED: District shall employ IC for the term of this Agreement to perform the following <u>Instrumental Music Clinician</u> services which shall generally involve High School Band Students. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

Wednesday, October 11 - After school

2. TERMS OF PAYMENT: The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$75.00 OR at a rate of \$______, not to exceed \$_______ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fess for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.

3. **INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

N/A

4. **TERM:** This Agreement shall begin on <u>October 11</u>, 20<u>17</u> and shall continue in effect until <u>October 11</u>, 20<u>17</u>, unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES**: District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

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

7. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment tax.

8. FRINGE BENEFITS: IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

9. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.

10. INDEMNIFICATION: The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contract Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fess, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

11. **TERMINATION:** This agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

ASSIGNMENT: IC acknowledges that IC's services are unique and personal. Accordingly, IC may 12. not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

AMENDMENTS: This Independent Contractor Agreement may be supplemented, amended or 13. revised only in writing by mutual agreement of the parties.

14. GOVERNING LAW: This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations, 15. promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 4 day of October , $20 \frac{17}{.}$.

Independent Contractor

ku

Steve Shanley

Title: Instrumental Clinician

Title:

Board President

By:

Printed Name

By:

Printed Name:

Linn-Mar Community School District

Agreement for Services Rendered

This is a contract entered into by Linn-Mar CSD (hereinafter referred to as 'the Client') and ___Katherine Hannigan____(hereinafter referred to as 'the Provider') on this date, __Sept. 28, 2017___.

The Client hereby engages the Provider to provide services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein below.

Scope and Manner of Services:

Services To Be Rendered By Provider: 14 Stories Alive presentations at the rate of \$200/presentation. Dates of presentations (3.5 days) March 26-29, 2018.

The Client shall pay the Provider for services rendered in the amount of ____\$2800 plus gas and food expanses upon receipt of an invoice.

V P		
signed: AIMMUL	amenn	Signed:
Provider		Linn-Mar Board President
Date: 10/27/17		Date:

LICENSE AGREEMENT COMMERCIAL

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

1. Definitions

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

1.2 "Licensed Product" means products bearing the Trademarks.

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

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

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

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

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

2. LICENSE

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

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

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

3. LICENSOR'S CONTROL

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

4. USE OF THE TRADEMARK

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

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

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

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

5. TERMINATION

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

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

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

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

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

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

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

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

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

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

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below. 7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

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

Please print (except for your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: DECKER SPORTING GOODS
(Example: LM Starz 3 rd Gr Girls' BB Team)
Contact's Title/Position: ROBERT L LEMON IT OWNER PRESIDENT
(Example: Head Coach)
Contact's Printed Name: ROBERT L LEMON TL
Contact's Signature Robert L Lemon II Date Signed: 10/25/17
How to Reach Contact: Phone: 641-423-7423 WORK
Email: DL_deckers @ vishoo. com
Full Address: 4850 414 58 56 40 BOX 1218
MASON CITY, IA 50401

Licensor:

Linn-Mar Community School District 2999 N 10th Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager Email: amorrison@Linnmar.k12.ia.us Phone: 319-730-3673

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature:______Date: _____



b)

f)

a)

c)

e)









- g) Linn-Mar Community School District
- h) Linn-Mar Lions

Exhibit B Commercial Royalty Rate: 8% Licensed Markets: Everything not prohibited by the Code of Conduct Customers: Everyone Term: 3 year Reporting Period: Quarterly

CODE OF CONDUCT COMMERCIAL

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

Supplier Performance. Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

Gifts. Licensor's officials and employees cannot accept anything of value from a Licensee, such as personal gifts or gratuities, which may be construed to have been given to influence the official or employee.

Compensation. Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture.

Working Conditions. Licensee shall provide a safe and healthy working environment, and have a safety program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture.

Worker Rights. Employees of Licensee and sub-contractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

Legal Compliance. Licensee shall comply with all the laws and regulations governing the workplace and Licensees conduct of its business affairs. Where there are differences or conflicts with this Code of Conduct and the applicable laws, the higher standard will prevail.