

Updates from the Cabinet

September 26, 2022

Cabinet Members: Assoc. Superintendents Nathan Wear and Bob Read, David Nicholson, (CFO/COO), Karla Christian (Human Resources), Leisa Breitfelder (Student Services), and Jeri Ramos (Technology)

Policy Committee Report: The committee met on September 14th to review several recommendations from the Iowa Association of School Boards, recent legislative changes, and to ensure district procedures and policy align. The full 200 Series (Board of Directors) was reviewed. The majority of changes resulted from the recent legislative session and were associated with HF2266, HF2589, HF2412, SF2383, and SF2322. The committee's recommendations can be viewed in Exhibit 702.1 of the exhibit packet for the September 26th board meeting.

Finance/Audit Committee: The committee met on September 22nd and reviewed the SAVE fund estimates from the State, the list of recent bills, and the current Capital Improvement projects (new district tennis courts and administration building).

State of District Address: As part of the district's current strategic planning process, Superintendent Bisgard will offer a State of the District address on October 3rd at 6:00 PM in the high school main auditorium. The focus of the address will be where we are as a district and where we are heading.

Community Conversations: Superintendent Bisgard and the LMCS D Board of Directors will host three community conversations around the district to gather feedback from students, families, community members, and staff on strategic planning. The dates, time, and locations are listed below:

- October 11th - 6:00 PM @ Novak Elementary (Address: 401 29th Ave, Marion)
- October 17th - 6:00 PM @ Westfield Elementary (Address: 901 E Main St, Robins)
- October 26th - 6:00 PM @ Boulder Peak Intermediate (Address: 3920 35th Ave, Marion)

Hiring Update: The district is still in need of student support associates, educational assistants, coaches, Special Education Strategists, grade-level curriculum facilitators, various grade-level team leaders, Nutrition Services help, an HVAC technician, and bus drivers. It's easy to apply, just visit the district website (www.Linnmar.k12.ia.us) and click on the Human Resources link listed under the "District>Departments" tab.

Highlights & Honors

Academic Achievements:

- Congratulations to Kara Kueper and Ashna Karia for being named National Merit Scholarship Competition Semifinalists. Students must score in the top 1% of 1.5 million students who participated in the PSAT test in October of 2021.
- Congratulations also go out to Amulya Gopalam, Tejas Gururaja, Prem Kulkarni, Shreya Kulkarni, and Kaiya Taylor for being named Commended Students in the National Merit Scholarship Program. Students in this category must score in the top 5% of 1.5 million students who participated in the PSAT in October 2021.





**Final Cost Estimate
District Tennis Courts Project
Linn-Mar Community School District
September 2022**

- **Cost including 5% construction contingency:
\$1,732,500.00**
- **Estimated total project cost:
\$1,873,033.00**



DRAWN BY: DAS				
CHECKED BY: BWI				
APPROVED BY:				
DATE: 9/26/2022				
FIELD BOOK:	NO.	REVISION DESCRIPTION	APPROVED	DATE



HALL & HALL ENGINEERS, INC.
 CONSULTING ENGINEERS AND ARCHITECTS
 1115 EAST 16TH STREET, SUITE 100
 MARION, IOWA 52603
 (319) 378-1111
www.hallandhall.com

TENNIS COURT PROJECT
 LINN-MAR COMMUNITY SCHOOL DISTRICT
 IN THE CITY OF MARION, LINN COUNTY, IOWA

SITE LAYOUT PLAN
 SCALE: 1"=20'
 PROJECT NO: 16624

SHEET
C2.0

CADD FILE: E:\projects\16624\Linn-Mar-Tennis-Court\DWG\PLAT16624-01.dwg Date Plotted: Previous, September 15, 2022 2:23:01 AM Plotted By: Brent W. Matman




AIA Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> 2022 Learning Resource Center Roof Improvements 2999 North 10th Street, Marion IA 52302	CONTRACT INFORMATION: Contract For: General Construction Date: January 31, 2022	CERTIFICATE INFORMATION: Certificate Number: 001 Date: August 9, 2022
OWNER: <i>(name and address)</i> Linn-Mar Community School District 2999 North 10th Street Marion, IA 52302	ARCHITECT: <i>(name and address)</i> Shive-Hattery, Inc. 222 3rd Ave SE Suite 300 Cedar Rapids, IA 52401	CONTRACTOR: <i>(name and address)</i> Dryspace, Inc. 707 66th Avenue SW Cedar Rapids, IA 52404

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

<u>Shive-Hattery, Inc.</u> ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	Stephen Stewart, Roofing Consultant PRINTED NAME AND TITLE	<u>August 4, 2022</u> DATE OF SUBSTANTIAL COMPLETION
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WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

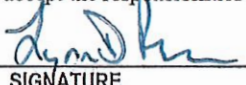
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

<u>Dryspace, Inc.</u> CONTRACTOR <i>(Firm Name)</i>	 SIGNATURE	Lynn Price PRINTED NAME AND TITLE	<u>8/10/22</u> DATE
<u>Linn-Mar Community School District</u> OWNER <i>(Firm Name)</i>	_____ SIGNATURE	_____ PRINTED NAME AND TITLE	_____ DATE

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Linn Mar Community School District
2999 10th Street
Marion, Iowa 52302

PROJECT: 2022 LRC Roof Improvements

APPLICATION #: Final
PERIOD TO: 08/10/22
PROJECT NOS: 1218640

Distribution to:

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

FROM CONTRACTOR: VIA Contractor:
Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, Iowa 52404
CONTRACT FOR: Learning Resource Center

CONTRACT DATE: 01/31/22

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	99,219.00
2. Net change by Change Orders-----	\$	4,302.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	103,521.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		103,521.00
5. RETAINAGE:		
a. <u>5</u> % of Completed Work	\$	
b. _____ % of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	98,344.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	98,344.95
8. CURRENT PAYMENT DUE-----	\$	5,176.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	5,176.05

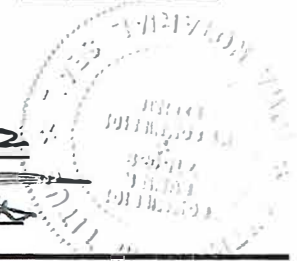
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:
By: Lynn D Price Date: 8/10/2022
Lynn D Price

State of: Iowa
County of: Linn

Subscribed and sworn to before me this 10th day of AUGUST, 2022

Notary Public: [Signature]
My Commission expires: 02/12/23



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 5,176.05
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: [Signature]
By: [Signature] Date: 8/10/22

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order	\$4,302.00	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:
 Learning Resource Center
 Linn Mar Community Schools

APPLICATION NUMBER: Final
 APPLICATION DATE: 10-Aug-22
 PERIOD TO: 31-Aug-22
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Coating and Accessories	20,213.00	20,213.00			20,213.00	100%		
2	Labor Coating	11,550.00	11,550.00			11,550.00	100%		
3	Rental equipment	1,370.00	1,370.00			1,370.00	100%		
3	EPDM Membrane	10,280.00	10,280.00			10,280.00	100%		
4	EPDM Accessories	11,846.00	11,846.00			11,846.00	100%		
5	Sheet Metal	10,053.00	10,053.00			10,053.00	100%		
6	Labor EPDM	30,050.00	30,050.00			30,050.00	100%		
7	Wood	777.00	777.00			777.00	100%		
8	Drains	3,080.00	3,080.00			3,080.00	100%		
9	Change order 1	4,302.00	4,302.00			4,302.00	100%		
10		-							
11		-							
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SUBTOTALS PAGE 2		103,521.00	103,521.00			103,521.00	100%		

Linn-Mar Community School District Administration Building

Board SD Update - September 26, 2022



Agenda

- SD Design Review
- SD Cost Review
- Board Discussion



Refresh - Plan Update



Aerial View



Front Entry



Back of Building Gathering Space



From Winslow Road



Site



Lobby



Project Budget

New Administration Building

	<u>2021</u>	<u>September 2022</u>
Program Size	18,000 sf	27,800 sf
Construction Estimate	\$5.5M	\$10.9M
Project Cost (includes 20% soft costs)	\$6.6M	\$13.0M

Cost Increase Drivers

- Increase in program (training, storage, conference space, IT, cooler/freezer, etc.)
- Escalation and Volatility in market (seeing upward of 50% cost increases)

Thank You



Policy Recommendation Summary

During the September 14th Policy Committee meeting the full 200 Series [Board of Directors] and the following miscellaneous policies were reviewed per suggestions from the Iowa Association of School Boards, recent legislative changes, and to ensure district procedures and policy align.

- 202.7 Board of Directors Conflict of Interest *(Resulted from legislation - HF2266)*
- 202.7-E Board of Directors Conflict of Interest Disclosure Form

- 401.15 Child Abuse Reporting

- 502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs

- 602.23 Open Enrollment Transfers-Procedures as a Receiving District *(Resulted from HF2589)*
- 602.24 Open Enrollment Transfers-Procedures as a Sending District *(Resulted from HF2589)*
- 605.3 Graduation Requirements *(Resulted from legislation - SF2383)*

- New Policy 801.6 Capital Assets

- New Policy: 902.2 Radon Mitigation *(Resulted from legislation - HF2412)*
- New Policy: 902.2-R Radon Mitigation Regulations *(Resulted from legislation - HF2412)*

- 1001.8 Public Examination of School District Records *(Resulted from legislation - SF2322)*
- 1004.3 Tobacco/Nicotine-Free Environment

Policy 202.7 Board of Directors Conflict of Interest

School board members must be able to make decisions objectively. It is a conflict of interest for a board member to receive direct compensation from the school district, unless exempted in law or policy, for anything other than reimbursement of actual and necessary expenses, including travel, incurred in the performance of official duties. A board member will not act as an agent for school textbooks or school supplies, including sports apparel or equipment, in any transaction with a director, officer, or other staff member of the school district during the board member's term of office. It will not be a conflict of interest for board members to receive compensation from the school district for contracts for the purchase of goods or services which benefit a board member, or to receive compensation for part-time or temporary employment which benefits a board member, if the benefit to the board member does not exceed ~~\$6,000~~ \$20,000 in a fiscal year or if the contracts are made by the board, upon competitive bid in writing, publicly invited and opened.

The conflict of interest provisions do not apply to a contract that is a bond, note, or other obligation of a school corporation if the contract is not acquired directly from the school corporation, but is acquired in a transaction with a third party who may or may not be the original underwriter, purchaser, or obligee of the contract, or to a contract in which a director has an interest solely by reason of employment if the contract was made by competitive bid in writing, publicly invited and opened, or if the remuneration for employment will not be directly affected as a result of the contract and duties of employment do not involve any of the preparation or procurement of any part of the contract. The competitive bid section of the conflict of interest provision does not apply to a contract for professional services not customarily awarded by competitive bid.

It will also be a conflict of interest for a board member to engage in any outside employment or activity which is in conflict with the board member's official duties and responsibilities. In determining whether outside employment or activity of a board member creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist shall include but are not limited to the following:

1. The outside employment or activity involves the use of the district's time, facilities, equipment, and supplies or the use of the school district badge, uniform, business card, or other evidence of office to give the board member or member of the board member's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to a board member;
2. The outside employment or activity involves the receipt of, promise of, or acceptance of money or other consideration by the board member or a member of the board member's immediate family from anyone other than the state or the school district for the performance of any act that the board member would be required or expected

to perform as part of the board member's regular duties or during the hours in which the board member performs service or work for the school district; or

3. The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the board member during the performance of the board member's duties of office or employment.

If the outside employment or activity is employment or activity as included in items (1) or (2) above, the board member must cease the employment or activity. If the employment or activity falls under item (3) above, then the board member must:

- a. Cease the outside employment or activity; or
- b. Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmation action to influence any vote, determining the facts or law in a contested case or rulemaking proceeding, conducting any inspection, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition Funds, board members will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the board member, board member's immediate family, partner, or non-school district employer of these individuals is a party to the contract.

It is a conflict of interest for the board to enter into business with an immediate family member of a school board member during their term of service to the district. For purposes of this policy, "immediate family members" includes one's parents, step-parents, siblings, spouse/partner, children, step-children, foster children, in-laws, sibling in-laws, grandparents, great grandparents, step-great grandparents, grandchildren, aunts, uncles, nieces, and nephews.

It is the responsibility of each board member to be aware of an actual or potential conflict of interest. It is also the responsibility of each board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a board member should not participate in any action relating to the issue from which the conflict arose.

Adopted: 6/70

Reviewed: 10/11; 4/13

Revised: 8/14; 4/16; 9/16; 10/19; 4/20

Related Policy: 201.4-5; 202.1; 202.7-E; 205.3

Legal Reference (Code of Iowa): §§ 68B; 71.1; 277.27; 279.7A; 301.28; HF2266

IASB Reference: 203



Policy 202.7-E Board of Directors Conflict of Interest Disclosure Form

I hereby certify that I have, or may have, a financial interest or conflicting interest as noted below. The potential conflict is with the following individual and/or organization with which the Linn-Mar CSD has, or might reasonably have in the future, a relationship with; or which Linn-Mar CSD may enter into a transaction with or compete with.

Name of conflicting or financial interest (individual or company, etc.):

Reason for potential conflict (e.g. family relationship, financial relationship, etc.):

All facts pertinent to the conflicting or financial interest:

_____ I have no conflict of interest to disclose.

_____ I hereby certify that I have read and understand [Policy 202.7 Board of Directors Conflict of Interest](#), which I received a copy of, and that the above information is true, correct, and complete to the best of my knowledge, information, and belief. I further certify that I will comply with the requirements of [Policy 202.7 Board of Directors Conflict of Interest](#).

Board Member's Signature: _____ **Date:** _____

Printed Name: _____ **Fiscal Year:** _____

Complete additional forms for multiple conflicts/financial interests, as needed.

Please return this form to:

~~JT Anderson~~ David Nicholson, School Board Secretary/Treasurer
2999 N 10th Street, Marion, IA 52302 or via email at: ~~janderson@linnmar.k12.ia.us~~
~~david.nicholson@linnmar.k12.ia.us~~

Policy 401.15 Child Abuse Reporting by Licensed Personnel

The compliance with state law and to provide protection to victims of child abuse, the school board believes incidents of alleged child abuse should be reported to the proper authorities. All licensed personnel, nurses, teachers, coaches, and paraeducators are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

When a mandatory reporter suspects a student is the victim of child abuse, the mandatory reporter will make an oral report of the suspected child abuse to the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse, or submit evidence they've taken the course within **the previous three years**.

- ~~• The previous five years for training certificates issued prior to July 1, 2019; or~~
- ~~• The previous three years for training certificates issued after July 1, 2019.~~

~~After July 1, 2019, employees who have previously taken mandatory reporter training will be required to take the two-hour training course before the expiration of their current training certificate.~~

Once the training course has been taken, the certificate will remain valid for three years. Employees who have taken the ~~post July 1, 2019~~ two-hour training course will take the one-hour follow up training course every three years and prior to the expiration of their certificate.

The superintendent is responsible for drafting administrative regulations to implement this policy.

Policy 502.3 Prohibition of Tobacco/Nicotine, Alcohol, and Drugs

The board prohibits the distribution, dispensing, manufacturing, possession, use, or being under the influence of alcohol, tobacco/nicotine, or other controlled substances; as well as look-alike substances that appear to be alcohol, tobacco/nicotine (ex: vaping, e-cigarettes, JUUL-like vaping devices, etc.), or other controlled substances (ex: **schedule I and schedule II-V drugs without a valid prescription**) by students while on school district property or on property within the jurisdiction of the school district; while on school-owned/operated vehicles or chartered vehicles, or while attending or engaged in school activities away from school grounds.

The board believes such illegal, unauthorized, or contraband materials generally cause material and substantial disruption to the school environment and present a threat to the health and safety of students, employees, and visitors.

The distribution, dispensing, manufacturing, use, purchase, or possession of cigarettes, tobacco/nicotine, or other tobacco products for those under the age of 18 are in violation of federal state, and local laws and may be reported to the law enforcement authorities.

The distribution, dispensing, manufacturing, use, purchase, possession, or being under the influence of alcohol and other controlled substances or drugs not prescribed to the user or distributor (ex: schedule I and schedule II-V drugs) are in violation of federal state, and local laws and may also be reported to the law enforcement authorities.

Violation of this policy by students will result in disciplinary action including suspension or expulsion. Students who violate the terms of this policy may also be required to satisfactorily complete a substance abuse assistance or rehabilitation program. If the student fails to satisfactorily complete such program, they may also be subject to discipline including suspension or expulsion.

It is the responsibility of the superintendent, in conjunction with principals to develop administrative regulations regarding this policy.

Adopted: 6/70

Reviewed: 3/12; 10/14; 10/17; 9/20

Revised: 5/11; 7/13; 1/15

Related Policy: 502.1; 502.2; 502.2-R; 502.3-R; 502.4; 1004.3

Legal Reference (Code of Iowa): §§ 123; 123.46; 279.8-9; 453A; 281 IAC 12.3(6), .5(3)(e), .5(4)(e), .5(5)(e)

IASB Reference: 502.7

Mandatory Policy

Policy 602.23 Open Enrollment-Procedures as a Receiving District

The school district will participate in open enrollment as a receiving district. As a receiving district, the school board will allow non-resident students who meet the legal requirements to open enroll into the district. The school board will have complete discretion to determine the attendance center assignment for students attending the district under open enrollment. The policies of the district will apply to all students attending the district under open enrollment.

The superintendent [or designee] has the authority to approve good cause applications or continuation of an educational program application. The school board will approve all other open enrollment requests ~~according to timelines established by law~~ at the next regular board meeting following receipt of the open enrollment request.

~~The deadline for open enrollment requests for students in grades 1 through 12 is March 1st of the previous school year. The deadline for open enrollment requests for kindergarten students is September 1st of the new school year.~~

The superintendent [or designee] will notify the sending school district and the parents of the school board's decision to approve or deny the open enrollment requests.

Open enrollment requests into the district will not be approved if insufficient classroom space exists. Open enrollment requests into the district will also not be approved for students who have been suspended or expelled by the administration or the board of the school district the student is (or was) attending until the student has been reinstated into the school district from which they were suspended or expelled. Once the student is reinstated, the student's open enrollment request will be considered in the same manner as other open enrollment requests; provided the required timelines are met.

Open enrollment requests into the district that, if denied, would result in students from the same nuclear family being enrolled in different school districts will be given highest priority. The school board, in its discretion, may waive the insufficient classroom space reason for denial for students of the same nuclear family to prevent the division of a nuclear family between two school districts. Other open enrollment requests into the district are considered in the order received by the district with the first open enrollment request given a higher priority than the second open enrollment request and so forth.

Students in grades 9 through 12 open enrolling into the school district will not be eligible for participation in inter-scholastic athletics at the varsity level in accordance with applicable laws.

Parents of students whose open enrollment requests are approved are responsible for providing transportation to and from the receiving school district without reimbursement. The school board will not approve transportation into the sending district.

Open enrollment requests into the district from parents of a Special Education students will be reviewed on a case-by-case basis. The determining factors for approval of such open enrollment requests will be whether the Special Education program available in the district is appropriate for the student's Special Education needs and whether the enrollment of the student will cause the class size to exceed the maximum allowed. The Director of Special Education from the area education agency serving the school district will determine whether the program is appropriate. The Special Education student will remain in the sending district until final determination is made. For students requiring Special Education services, the receiving district will complete and provide to the resident district the documentation needed to seek Medicaid reimbursement for eligible services.

It is the responsibility of the superintendent [or designee] to develop appropriate office procedures and administrative regulations necessary for open enrollment requests.

Adopted: 3/99

Reviewed: 1/10; 6/12; 10/13; 4/15; 1/18; 2/12

Revised: 6/11; 9/21

Related Policy: 501.9-10; 602.2-3; 602.7; 602.24-26

Legal Reference (Code of Iowa): §§ 139A.8; 274.1; 279.11; 282.1, .3, .8; 299.1; 281 IAC 17; HF2589

IASB Reference: 501.15

Policy 602.24 Open Enrollment-Procedures as a Sending District

The school district will participate in open enrollment as a sending district. As a sending district, the board will allow resident students who meet the requirements to open enroll out to another public school district.

Parents requesting open enrollment out of the district for their students will notify the sending and receiving districts ~~no later than March 1st of the school year preceding the first year desired for open enrollment~~ in accordance with district procedures. This notice is made on forms provided by the Department of Education. The forms are available at the Linn-Mar Learning Resource Center (2999 N 10th Street, Marion) or via the district website (www.Linnmar.k12.ia.us).

Parents of students who will begin kindergarten ~~in the district are exempt from the open enrollment deadline of March 1st. Parents of students who will begin kindergarten~~ and pre-kindergarten students enrolled in Special Education programs and included in the district's basic enrollment will file for open enrollment in the same manner set forth above ~~by a September 1st deadline~~.

~~Parents who have good cause as defined by law for failing to meet the March 1st deadline may make an open enrollment request by September 1st; unless another deadline applies.~~ The receiving district will approve or deny open enrollment requests according to the timelines established by law. Parents may withdraw their open enrollment requests prior to ~~the start of the school year~~ approval by the school board.

The superintendent [or designee] ~~from the receiving district~~ will notify the parents ~~and the sending district by mail within five days~~ of the school board's action to approve or deny their open enrollment requests. ~~Approved open enrollment requests are transmitted by the superintendent [or designee] to the receiving district after board action is taken.~~

The superintendent [or designee] has the authority to approve good cause applications or continuation of an educational program application. The school board will approve all other open enrollment requests according to the timelines established by law. The school board will not approve an open enrollment request to allow the receiving district to enter the district for the purposes of transportation.

Open enrollment requests out of the district from parents of Special Education students are reviewed on a case-by-case basis. The determining factor for approval of such open enrollment requests is whether the Special Education program available in the receiving school district is appropriate for the student's Special Education needs. The Director of Special Education from the area education agency serving the school district will determine whether the program is appropriate. The Special Education student will remain in the school district until the final determination is made.

It is the responsibility of the superintendent [or designee] to maintain open enrollment request applications and notice forms. It is also the responsibility of the superintendent [or designee] to develop appropriate office procedures and administrative regulations necessary for open enrollment requests.

Adopted: 3/99

Reviewed: 6/12; 10/13; 4/15; 1/18; 2/21

Revised: 6/11; 9/21

Related Policy: 501.9-10; 602.2-3; 602.7; 602.23; 602.25-26

Legal Reference (Code of Iowa): §§ 139A.8; 274.1; 279.11; 282.1, .3, .8; 299.1; 281 IAC 17; HF2589

IASB Reference: 501.14

Policy 605.3 Graduation Requirements

Students must successfully complete the courses required by the school board and the Iowa Department of Education in order to graduate.

It is the responsibility of the superintendent [or designee] to ensure that students complete grades 1 through 12, and that high school students earn a minimum of 250 credit hours to be awarded a Linn-Mar High School diploma.

Early Graduation: Students meeting all requirements for graduation and electing to graduate early must apply for early graduation at least one month prior to the student's final quarter. Applications can be picked up in the high school counseling office and submitted to the principal's office. The principal will meet with each early graduation applicant prior to recommending candidates to the school board for approval.

Graduation Requirements: Linn-Mar High School students are required to earn a minimum of 250 credits in order to graduate. In addition, the following department requirements must be met in order to earn a diploma:

- English (40 credits): Must include English 9 or English I (10 credits each), English II (May opt out if pass English I with a 90% or higher grade), English III or Advanced English III, and one speech/acting course (5 credits).
- Mathematics (30 credits): Must include Algebra (10 credits) or Algebra Fundamentals I and Algebra Fundamentals II (20 credits). Students who successfully complete both semesters of Algebra may not take Algebra Fundamentals I or Algebra Fundamentals II to fulfill the Algebra or three-year math requirement.
- Science (30 credits): Must include General Biology (10 credits) or Fundamentals of Biology I and Fundamentals of Biology II (20 credits), a physical science course (Chemistry, Physics, or Earth and Physical Science) (10 credits).
- Social Studies (30 credits): Must include US History 9 or US History I (10 credits) or AP US History (15 credits), World History (10 credits), or AP World History (15 credits), American Government (5 credits) or AP American Government (10 credits), and one social studies elective (5 credits).
- Health/Fitness (20 credits): Must include Health I (5 credits). Must include a Lifetime Fitness course each school year.
- Personal Finance (Starting with the class of 2020) (5 credits): Students must receive credit for Personal Finance (5 credits) or granted a waiver through completion of designated, online Financial Literacy course with certificate.

Graduation requirements for students with an Individualized Education Program (IEP) will be in accordance with the prescribed course of study as written in their IEP. This course of study will be in alignment with the Linn-Mar High School graduation requirements. The IEP team will determine strategies to meet the graduation requirements for the student. Beginning with the class of 2022, graduation requirements for Special Education students include successful

completion of four years of English, three years of math, three years of social studies, and three years of science [4-3-3-3].

COMPASS Credits: High school credits are available via the COMPASS Alternative Program. Linn-Mar will accept credit hours for approved courses that can be applied to requirements for the Linn-Mar High School diploma. Students should visit with their assigned counselor or Academic Assistance Counselor to develop an approved plan for this option.

Post-Secondary Opportunities (PSEO): Credit may be awarded by a college upon successful completion of course requirements. Any college credit determination is made by the individual college.

Advanced Placement: Linn-Mar High School offers Advanced Placement (AP) courses in Art History, Calculus (AB and BC), Statistics, Biology, Chemistry, Physics (B), Computer Science A, English Literature, Microeconomics, Music Theory, Comparative Government, World History, Psychology, US Government, and US History. A minimal number of AP courses are available thru the Iowa AP Online Academy. Students who complete these courses can take a standard AP exam. Many colleges and universities accept AP courses for college credit depending upon individual AP exam scores. More information is available through the high school counseling and TAG office.

Legislative Page Program: Students who complete a regular session in the Legislative Page Program of the General Assembly at the State Capitol will be receive a 1/2 credit in Social Studies.

Junior ROTC: Students enrolled in the Junior Reserve Officer Training Corp Program will receive 1/8 credit in physical education for each semester they are enrolled in the program.

Federal Student Aid: Prior to graduation, the district will advise students on how to successfully complete the free application for federal student aid.

Board Recognition: The Board of Education will recognize students who earn 300 or more credits at graduation as Linn-Mar Board of Education Scholars for exceeding the graduation requirements at an exemplary level.

Adopted: 12/71

Reviewed: 9/12; 4/18; 6/21

Revised: 6/11; 10/3; 2/15; 11/18; 6/19; 2/21; 9/21

Related Policy: 605.31; 605.31-R; 605.31-E1-E2; 605.32

Legal Reference (Code of Iowa): §§ 256.7, .11, .41; 279.8; 279.61; 280.3, .14; 281 IAC 12.3(5); 12.5; SF2383

IASB Reference: 505.5

Mandatory Policy

NEW Policy 801.6 Capital Assets

The district will establish and maintain a capital assets management system for reporting capitalized assets owned or under the jurisdiction of the district in its financial reports in accordance with Generally Accepted Accounting Principles (GAAP) as required or modified by law; to improve the district’s oversight of capital assets by assigning and recording them to specific facilities and programs and to provide for proof of loss of capital assets for insurance purposes.

Capital assets, including tangible and intangible assets, are reported in the government-wide financial statements (ex: governmental activities and business type activities) and the proprietary fund financial statements. Capital assets reported include district buildings and site, construction progress, improvements other than buildings and sites, land, and machinery and equipment. Capital assets reported in the financial reports will include individual capital assets with a historical cost equal to or greater than (\$5,000). The federal regulations governing school meal programs requires capital assets attributable to the school meal program with a historical cost of equal to or greater than \$500 be capitalized. Additionally, capital assets are depreciated over the useful life of each capital asset per the schedule below.

Class Description	Useful Life
Buildings	50 years
Site Improvements	20 years
Outdoor Equipment	20 years
Roof Replacements	20 years
Audiovisual Equipment	10 years
Machinery and Tools	15 years
Computers	6 years
Communications Equipment	10 years
Furniture and Accessories	20 years
Licensed Vehicles	8 years
Athletic Equipment	10 years
Custodial Equipment and Appliances	15 years
Musical Instruments	10 years

All intangible assets with a purchase price equal to or greater than \$175,000, with a useful life of two or more years, are included in the intangible asset inventory for capitalization purposes. Such assets are recorded at actual historical cost and amortized over the designated useful lifetime applying a straight-line method of depreciation. If there are no legal, contractual, regulatory, technological, or other factors that limit the useful life of the asset, then the intangible asset needs to be considered to have an indefinite useful life and no amortization should be recorded.

This policy applies to all intangible assets. If an intangible asset that meets the threshold criteria is fully amortized, the asset must be reported at the historical cost and the applicable accumulated amortization must also be reported. It is not appropriate to

“net” the capital asset and amortization to avoid reporting. For internally generated intangible assets, outlays incurred by the government’s personnel, or by a third party contractor on behalf of the government, and for development of internally generated intangible assets should be capitalized.

All equipment used by employees or students to meet the educational mission of the district must be tagged in a manner to identify them as permanent property of the Linn-Mar Community School District.

The capital assets managements system must be updated to account for the addition/acquisition, disposal, and/or relocation/transfer of capital assets. It is the responsibility in conjunction with the chief financial/operating officer to count and reconcile the capital assets with the capital assets management system on June 30th each year.

It is the responsibility of the superintendent in conjunction with the chief financial officer to develop administrative regulations implementing this policy. It will also be the responsibility of the superintendent [or designee] to educate employees about this policy and its supporting administrative regulations.

NEW Policy 902.2 Radon Mitigation

The district recognizes the importance of providing healthy learning environments for students, employees, and community members in district facilities.

The district will take appropriate measures as required by law to assess radon levels in attendance centers and other facilities and provide for mitigation or other measures; where appropriate.

It is the responsibility of the superintendent, in conjunction with the chief operating officer, to create administrative regulations necessary to carry out this policy.

NEW Policy 902.2-R Radon Mitigation Administrative Regulations

The district will create, and the school board will approve, a plan to assess levels of radon gas present in district attendance centers.

Funding for any costs related to radon testing or mitigation will be paid for from the state school foundation aid received by the district or from revenues received from the Secure an Advanced Vision for Education fund (SAVE fund).

Each attendance center will undergo a short-term test for the presence of radon gas at least once by July 1, 2027. Short-term test means a test using a device that remains in an area for two to seven days to determine the amount of radon in the air.

Radon testing will be performed by an individual who is certified to conduct the required testing pursuant to Iowa Code Section 136B.1 or by district employees who have completed a school radon testing training program approved by the Iowa Department of Education and the Iowa Department of Public Health.

If the results of any short-term tests at the attendance centers are at or above four picocuries per liter, the district will conduct a second short-term test in spaces with elevated levels within 60 days of the first test. If the averaged test results of the first and second tests are at or above four picocuries per liter, the district will retain an individual credentialed to develop a radon mitigation plan.

The radon mitigation plan may include, but not be limited to, further diagnostic testing, corrective measures, and active mitigation strategies. The radon mitigation plan will be completed within two years of the first short-term test, unless the district plans to abandon or renovate the attendance center within five years and the renovation includes radon mitigation.

All new construction within the district will include radon-resistant construction techniques.

Policy 1001.8 Public Examination of District Records

Public records of the school district may be viewed by the public during regular business hours of the administration offices between 7:30 AM and 4:00 PM Monday through Friday except for holidays (including school holidays).

Persons wishing to view the district's public records should contact the communications office to make arrangements for viewing. The communications office will make arrangements for viewing the records as soon as practicable, depending on the nature of the request. Persons requesting copies of public records may make their request in writing, by phone, or electronically. The district may require pre-payment of costs prior to copying and mailing.

Persons requesting copies will be assessed a **reasonable** fee for the copies and for the time needed by the employee to **review and** collect the requested information. **The district will make every effort to provide the public records requested at no cost other than copying costs for a record which takes less than 30 minutes to produce. For requests that take more than 30 minutes to produce,** expenses will include the actual cost per hour of the employee's time. ~~and any legal fees associated with the review and/or retraction of the records as allowed by Iowa Code Section 22.3(2).~~

Costs for legal services utilized for the redaction or review of legally protected confidential information may also be assessed to the individual requesting the records. Printing of materials for the public at the expense of the district will only occur when the event is sponsored by the school district.

In making a determination for charges for a series of requests from one person or organization within a 30-day period, or a series of requests from persons in a single organization, the charges may be aggregated. For any other materials, cost will be assessed based on the individual request.

Pursuant to Iowa law, the board has determined certain records need to be confidential as their disclosure could jeopardize the safety of persons or property and include, but are not limited to, the following:

- a. Security and emergency plans and procedures;
- b. Emergency preparedness procedures and response protocols;
- c. Evacuation procedures;
- d. Security codes and passwords, and
- e. Information contained in records that if disclosed would significantly increase the vulnerability of critical, physical systems or infrastructure.

It is the responsibility of the communications office to respond in a timely manner to requests for viewing and receiving public information of the school district.

Policy 1004.3 Tobacco/Nicotine, Alcohol, and Drug-Free Environment

~~District facilities and grounds, including school vehicles, are off limits for tobacco or nicotine use including the use of look-a-likes where the original would include tobacco or nicotine.~~

The board prohibits the distribution, dispensing, manufacturing, possession, use, or being under the influence of alcohol, tobacco/nicotine, or other controlled substances; as well as look-alike substances that appear to be alcohol, tobacco/nicotine (ex: vaping, e-cigarettes, JUUL-like vaping devices, etc.), or other controlled substances (ex: schedule I drugs and schedule II-V drugs without a valid prescription) on school district property or on property within the jurisdiction of the school district. This policy applies at all times, including school sponsored and non-school-sponsored events and to all students, employees, and visitors.

Persons failing to abide by this ~~request policy~~ are required to ~~extinguish their smoking materials, dispose of the tobacco, nicotine, or other product~~ dispose of the prohibited item(s), or leave the district premises immediately.

The distribution, dispensing, manufacturing, possession, and use of alcohol or controlled substances (ex: schedule I drugs and schedule II-V drugs without a valid prescription) are in violation of federal, state, and local laws and may be reported to law enforcement authorities.

It is the responsibility of the administration to enforce this policy.

School Board Minutes - September 12, 2022
100: Call to Order and Determination of a Quorum

The meeting of the Linn-Mar School Board was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard, Nicholson, Read, Christian, Ramos, and Breiffelder. Absent: Wear.

200: Adoption of the Agenda *Motion 032-09-12*

MOTION by Wall to adopt the agenda as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

300: Audience Communications

1. Jim Green, Community Member/IASB Board President, proposed IASB bylaw amendment
2. Ana Clymer, LM Parent, thanked board for supporting student learning
3. James Thatcher, Community Member, against transgender policy
4. Gary Sneller, Community Member, thanked board for their service
5. Linda Erlandson, Community Member, thanked board for their service
6. Leah Greif, LM Parent, thanked board for their service
7. Kat Power, LM Teacher, thanked board for supporting LGBTQ students
8. Curt Hancock, Mt Vernon Resident, against transgender policy
9. Gage West, Community Member, lack of transparency and trust in board
10. Tiffany DeBow, LM Parent, thanked board for their service and protecting parent liberties
11. Barb Johnson, LM Parent, against board actions and behaviors
12. Gretchen Lawyer, Community Member, thanked board and staff for equitable learning
13. Joe Stutler, Community Member, limit audience communications to LM residents/parents
14. Tracy Berta, LM Parent, consider later start time for board meetings

400: Informational Reports, Discussions, and Presentations
401: Facilities Planning Update

Roger Worm and Elisha Horsfall from OPN Architects reviewed the proposed design schematic and site plan for the new administration building.

402: Hiring Update – Exhibit 402.1

Karla Christian, Chief Officer of Human Resources, reviewed the district's hiring numbers for the 2022-23 school year, sharing several breakdowns of the various classified and certified positions. Christian reported the district is short on classified staff and bus drivers. Christian also reported that there are 23 participants in the Teacher/Paraeducator Internship Program with Mt Mercy and 28 with Kirkwood.

403: Finance/Audit Committee

Buchholz, Morey, and Weaver reported that the September 1st Finance/Audit Committee meeting was an opportunity to meet the new CFO and touch base on the district's finances.

404: Marion City Council

Nelson reported that during the September 8th Marion City Council meeting a request for a hearing to rezone an area near Boulder Peak from agricultural to single family homes was presented.

405: Superintendent’s Update – Exhibit 405.1

Superintendent Bisgard shared an update on the stadium turf replacement project, with a hopeful completion date of Friday. Bisgard also gave some history on early separation and shared that necessary data is being collected before a recommendation will be brought to the board. Bisgard also reported that the lawsuit regarding a temporary injunction on the transgender policy was denied and that *The Gazette* featured a frontpage story on the Compass Alternative Program.

500: Unfinished Business

501: IASB Proposed Bylaw Amendment – Exhibit 501.1 Motion 033-09-12

President Morey shared additional information on the proposed bylaw amendment regarding national membership for the Iowa Association of School Boards and facilitated a discussion with the board.

MOTION by Buchholz to approve the IASB proposed bylaw amendment regarding national membership as presented. Second by Rollinger. Board members expressed their support in IASB’s decision. Voice vote, all ayes. Motion carried.

600: New Business

601: Fundraising Requests – Exhibit 601.1 Motion 034-09-12

MOTION by Wall to approve the fundraising requests as provided in Exhibit 601.1. Second by Walker. Voice vote, all ayes. Motion carried.

602: Open Enrollment Requests Motion 035-09-12

MOTION by Buchholz to approve the open enrollment requests as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

APPROVED IN

Name	Grade	Resident District
Lentner, Ayaan	K	Cedar Rapids CSD

DENIED IN

Name	Grade	Resident District	Reason
Saboutian, Layla	12 th	Cedar Rapids CSD	Insufficient space

700: Consent Agenda Motion 036-09-12

MOTION by Walker to approve the consent agenda as presented. Second by Wall. Rollinger requested additional clarification on the Teach Upbeat agreement, which Bisgard provided. Voice vote, all ayes. Motion carried.

701: Personnel

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Altmaier, Shirryl	NS: HS General Help	9/1/22	PTNS, Step 1
Bannister, Gary	NS: HS General Help	8/29/22	PTNS, Step 1

Name	Assignment	Dept Action	Salary Placement
Benson, Kayla	EH: PT Student Support Associate	9/6/22	LMSEAA II, Step 1
Bernemann, Jody	WF: Student Support Associate	9/6/22	LMSEAA II, Step 1
Brewer, Marcie	OR: Student Support Associate	9/2/22	LMSEAA II, Step 1
Brooks, Alicia	NS: OR Cashier	9/6/22	PTNS, Step 1 +.25
Brown, Mary	BW: Student Support Associate	8/17/22	LMSEAA II, Step 1
Burke, Angela	LRC: Community Relations Coordinator	9/12/22	\$63,000/year
Cromer, Brodie	OR: Student Support Associate	9/6/22	LMSEAA II, Step 1
Eulberg, Chloe	WF: Health Assistant	9/7/22	LMSEAA II, Step 1
Fuller, Brent	BP: Custodian	9/2/22	SEIU C, Step 1
Hayes, Beth	District: From Instructional Coach to Student Support Program Consultant	8/1/22	\$81,500/year
Henderson, Crystal	WF: Student Support Associate	9/6/22	LMSEAA II, Step 1
Johnson, Heather	BW: Student Support Associate	8/17/22	LMSEAA II, Step 1
Mattes, Belamarica	NS: From BP General Help to LG Cashier	8/17/22	SEIU A, Step 1
Murugan, Hemamalini	EH: Student Support Associate	9/6/22	LMSEAA II, Step 1
Nolte, David	NS: Assistant Driver	8/30/22	SEIU C, Step 1
Orwig, Lisa	IC: Student Support Associate	8/25/22	LMSEAA II, Step 1
Ricklefs, Jessica	HP: Student Support Associate	9/2/22	LMSEAA II, Step 1
Soukup, Leslie	HS: Custodian	9/2/22	SEIU C, Step 1
Weber, Luke	WF: Student Support Associate	8/22/22	LMSEAA II, Step 1

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Bennett, Sarah	HS: Student Support Associate	8/17/22	Personal
Cleveland, Stacy	WF: Student Support Associate	9/16/22	Relocation
Crockett, Jennifer	NS: HS General Help	8/24/22	Termination
Heubner, Serinity	WF: Student Support Associate	9/16/22	Relocation
Lathrop, Sarah	NS: HS General Help	8/24/22	Termination
Pottebaum, Jena	EH: Student Support Associate	9/15/22	Personal
Sacquitne, Kat	EH: Student Support Associate	8/1/22	Personal
Sivertsen, Jessica	EH: Student Support Associate	8/12/22	Other employment

Co/Extra-Curricular Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Colbert, Marcus	HS: From Asst 10 th to Head 9 th Gr Baseball Coach	8/26/22	\$4,258
Newhouse, Tylor	OR: Asst 7 th Gr Football Coach	8/23/22	\$3,018
Thorp, Nicolas	HS: Head 9 th Gr Boys Basketball Coach	8/25/22	\$4,528

702: Approval of August 29th Board Minutes – Exhibit 702.1

703: Approval of Bills – Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-5

1. Independent contractor agreement with Jennifer Loeb for work with Venture Academics
2. Agreement with Johnson Controls for updates to ROC server platform
3. Change order with Johnson Controls for maintenance on ROC monitoring services
4. Licensing agreement with IXL Learning for Special Education and At-Risk math, ELA, science, and social studies supports
5. Agreement with Teach Upbeat for staff engagement survey and consultation services

800: Board Communications, Calendar, and Committees

801: Board Communications and Calendar

Morey requested board members let her know which Community Conversation they will attend and to RSVP regarding the Hazel Point board visit on Sept 29th. Buchholz gave kudos to the Compass article in *The Gazette*, highlighted the academic honors ceremonies, and shared that his granddaughter thanked him for bringing in Joe Beckman as guest speaker for the students. Weaver also shared a reminder of the LMSF Dine Out for Schools Day on Thursday.

Date	Time	Event	Location
Sept 14	1:00 PM	Policy Committee	Boardroom
Sept 15	All Day	LMSF Dine Out for Our Schools Day	
Sept 22	7:30 AM	Finance/Audit Committee	LRC Room 203
Sept 22	5:30 PM	Marion City Council (<i>Rollinger</i>)	City Hall/Virtual
Sept 26	5:00 PM	Board Meeting	Boardroom/YouTube
Sept 29	11:30 AM	Board Visit	Hazel Point Intermediate
Date	Time	Event	Location
Oct 3	6:00 PM	State of District Address	High School Main Auditorium
Oct 6	5:30 PM	Marion City Council (<i>Walker</i>)	City Hall/Virtual
Oct 10	5:00 PM	Board Meeting	Boardroom/YouTube
Oct 11	6:00 PM	Community Conversation on Strategic Plan	Novak Elementary
Oct 13	11:30 AM	Board Visit	Boulder Peak Intermediate
Oct 17	5:00 PM	Equity Advisory Committee	Boardroom
Oct 17	6:00 PM	Community Conversation on Strategic Plan	Westfield Elementary
Oct 20	7:30 AM	Finance/Audit Committee	LRC Room 203
Oct 20	5:30 PM	Marion City Council	City Hall/Virtual
Oct 21	All Day	America Reads Day	District-Wide
Oct 24	5:00 PM	Board Meeting	Boardroom/YouTube
Oct 26	6:00 PM	Community Conversation on Strategic Plan	Boulder Peak Intermediate
Oct 27	11:30 AM	Board Visit	Wilkins Elementary

802: Committees/Advisories

Committee	2021-22 Representatives
Finance/Audit Committee	Buchholz, Morey, and Weaver
Policy/Governance Committee	Morey, Nelson, and Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, and Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, and Wall

900: Adjournment *Motion 037-09-12*

MOTION by Buchholz to adjourn the meeting at 6:48 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 09/09/2022 - 09/22/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
BMO MASTERCARD	GENERAL SUPPLIES	\$2,103.68
BMO MASTERCARD	TRAVEL	\$5,134.65
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,145.59
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$97.34
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$416.23
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$97.34
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$416.23
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$485.11
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$435.40
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$653.45
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.10
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$473.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$41.52
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$217.16
	Fund Total:	\$11,820.70
Fund: DEBT SERVICE		
UMB BANK, N.A.	OTHER PROFESSIONAL	\$600.00
	Fund Total:	\$600.00
Fund: GENERAL		
ADVANCE AUTO PARTS	TRANSP. PARTS	\$94.44
ADVANTAGE	GENERAL SUPPLIES	\$99.18
AGVANTAGE FS	PROPANE	\$2,645.65
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$81.00
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$599.46
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$973.14
ALLIANT ENERGY	ELECTRICITY	\$139,578.11
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$15,202.58
ANAMOSA COMMUNITY SCHOOLS	MISC REVENUE	\$130.00
ANCHOR FRAME & AXLE	VEHICLE REPAIR	\$636.45
ASIFLEX	OTHER PROFESSIONAL	\$659.75
AT & T	TELEPHONE	\$70.79
AT & T MOBILTY	TELEPHONE	\$1,301.62
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$483.92
BEST GREGORY	OFFICIAL/JUDGE	\$70.00
BMO MASTERCARD	COMP/TECH HARDWARE	\$4,026.58
BMO MASTERCARD	COMPUTER SOFTWARE	\$964.97
BMO MASTERCARD	DATA PROCESSING AND	\$76.70
BMO MASTERCARD	DUES AND FEES	\$925.36
BMO MASTERCARD	EQUIPMENT >\$5,000	\$4,340.00
BMO MASTERCARD	GENERAL SUPPLIES	\$6,828.75
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$21,546.49
BMO MASTERCARD	LIBRARY BOOKS	\$178.50

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 09/09/2022 - 09/22/2022

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$189.34
BMO MASTERCARD	OTHER PROFESSIONAL	\$264.85
BMO MASTERCARD	POSTAGE/UPS	\$10.56
BMO MASTERCARD	Professional Educational Services	\$89.00
BMO MASTERCARD	STAFF TRAVEL	\$1,472.92
BMO MASTERCARD	STAFF WORKSH/CONF	\$450.00
BMO MASTERCARD	TRAVEL	\$4,452.19
BOZEMAN JAMES	OFFICIAL/JUDGE	\$65.00
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$450.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$900.00
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,231.03
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$1,442.30
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$5,580.00
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$7,498.16
CENTURYLINK	TELEPHONE	\$2,277.59
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$499.90
COLLECTION	EE LIAB-GARNISHMENTS	\$3,036.08
COMMITTEE FOR CHILDREN	INSTRUCTIONAL SUPPLIES	\$4,658.00
COMMUNICATIONS ENGINEERING CO	REPAIR/MAINT SERVICE	\$272.00
CONCORD THEATRICALS	INSTRUCTIONAL SUPPLIES	\$370.10
COONROD WRECKER & CRANE SERVICE	REPAIR/MAINT SERVICE	\$1,560.00
CORRIN CALVIN	OFFICIAL/JUDGE	\$65.00
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$3,408.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$2,337.00
CROWBAR'S	GENERAL SUPPLIES	\$10.92
CROWBAR'S	TRANSP. PARTS	\$32.97
CULLIGAN	INSTRUCTIONAL SUPPLIES	\$27.00
CUMMINS SALES AND SERVICE	VEHICLE REPAIR	\$1,292.36
DAVIES, MICHAEL	INSTRUCTIONAL SUPPLIES	\$343.51
DPT SERVICES, L.L.C	COMPUTER SOFTWARE	\$1,505.00
DRAMATISTS PLAY SERVICE	INSTRUCTIONAL SUPPLIES	\$61.62
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,779.39
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,441,125.54
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$1,640.18
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$428.94
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$919.98
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$2,221.21
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$1,076.05
GOSNELL JIM	INSTRUCTIONAL SUPPLIES	\$438.67
GOSNELL JOHN	INSTRUCTIONAL SUPPLIES	\$430.48
GRANT WOOD AEA	PROF SERV: EDUCATION	\$11,887.14
HAZIM AL-YASIRI	OFFICIAL/JUDGE	\$70.00
HOGLUND BUS CO. INC	TRANSP. PARTS	\$5,595.62
IMON COMMUNICATIONS LLC	INTERNET- COVID RELATED	\$180.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$2,074.32

Linn-Mar Community School District

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Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$70,169.85
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$298,750.13
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$70,169.85
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$298,750.13
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$421,478.77
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$645.75
INTERSTATE BILLING SERVICE	GENERAL SUPPLIES	\$76.58
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$6,507.46
IOWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$1,088.25
IOWA HIGH SCHOOL MUSIC ASSOC	INSTRUCTIONAL SUPPLIES	\$16.75
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$344,075.92
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$516,387.65
IOWA SHARES	EE LIAB-CHARITY	\$23.00
ISFIS	OTHER PROFESSIONAL	\$1,593.00
JAMES E. MILLER	INSTRUCTIONAL SUPPLIES	\$150.00
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$65.00
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$600.00
KREMER SCOTT	OFFICIAL/JUDGE	\$60.00
LAMPE BRADLEY	INSTRUCTIONAL SUPPLIES	\$474.16
LINDER TIRE SERVICE INC	REPAIR PARTS	\$32.00
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$2,045.54
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$477.83
LYNCH DALLAS, P.C.	LEGAL SERVICES	\$184.50
LYNCH FORD	TRANSP. PARTS	\$59.06
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,612.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$10,632.52
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$252.00)
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$467.92
MARION CHAMBER OF COMMERCE	DUES AND FEES	\$1,090.00
MARION JANITORIAL SUPPLY CO	SHOP TOOLS/EQUIPMENT	\$402.90
MARK SEAMANS	SHOP TOOLS/EQUIPMENT	\$12.85
MCBRIDE CHRYSANN	TRAVEL	\$5,750.10
MCCLINTOCK TIFFANY	MISC REVENUE	\$110.00
MCMASTER-CARR	GENERAL SUPPLIES	\$71.19
MEDCO	DUES AND FEES	\$1,750.00
MEDIACOM	INTERNET- COVID RELATED	\$467.65
MEDIACOM	TELEPHONE	\$306.90
MENARDS -13127	GENERAL SUPPLIES	\$250.34
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$1,336.96
MERCURE AUDRA	Parking Fees	\$25.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$21,746.77
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$590,154.69
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$25,943.39
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,000.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$35,115.44

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Vendor Name	Description	Check Total
MID AMERICAN ENERGY	NATURAL GAS	\$233.67
MIDWEST ALARM SERVICES	REPAIR/MAINT SERVICE	\$1,921.92
MIDWEST WHEEL	TRANSP. PARTS	\$267.74
MOUNT MERCY UNIVERSITY.	TUITION COLLEGE/UNIV	\$187,000.00
NAPA AUTO PARTS	SHOP TOOLS/EQUIPMENT	\$27.43
NAPA AUTO PARTS	TRANSP. PARTS	\$78.61
NEIBA	DUES AND FEES	\$40.00
NORTHWEST EVALUATION ASSOCIATION	COMPUTER SOFTWARE	\$29,040.00
NOTEWORTHY MUSIC SERVICES, INC	PROF SERV: EDUCATION	\$1,310.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$425.96
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$310.00
ORWOLL, GREG	INSTRUCTIONAL SUPPLIES	\$394.13
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PEIFFER RON	OFFICIAL/JUDGE	\$65.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$1,130.95
PERFORMANCE HEALTH SUPPLY, LLC	GENERAL SUPPLIES	\$1,063.95
PITNEY BOWES	POSTAGE/UPS	\$1,678.80
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$738.35
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$48.92
POELLET LUKE	INSTRUCTIONAL SUPPLIES	\$150.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,138.82
QUINN SANDYLEE	MISC REVENUE	\$17.00
REAMS SPRINKLER SUPPLY	GROUNDS UPKEEP	\$810.67
RIDDELL ALL-AMERICAN	INSTRUCTIONAL SUPPLIES	\$1,245.38
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$500.24
ROTO-ROOTER	REPAIR/MAINT SERVICE	\$600.00
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$644.00
SADLER POWER TRAIN	TRANSP. PARTS	\$1,030.88
SCHOLASTIC MAGAZINE	GENERAL SUPPLIES	\$231.00
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$6,765.36
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$1,239.56
SHANLEY STEVE	INSTRUCTIONAL SUPPLIES	\$342.34
SOCIETY FOR HUMAN RESOURCE MGMT	OTHER PROFESSIONAL	\$229.00
SONOVA USA INC.	INSTRUCTIONAL SUPPLIES	\$1,545.00
SOURCE ONE LOGOS	INSTRUCTIONAL SUPPLIES	\$650.00
STEVEN STICKNEY	INSTRUCTIONAL SUPPLIES	\$340.94
STRIEGEL RANDY	OFFICIAL/JUDGE	\$65.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,031.50
SWANK MOVIE LICENSING USA	INSTRUCTIONAL SUPPLIES	\$1,252.00
SYNOVIA SOLUTIONS, LLC	GENERAL SOFTWARE	\$288.35
TEACHING STRATEGIES INC	INSTRUCTIONAL SUPPLIES	\$5,330.00
TEGELER WRECKER & CRANE	VEHICLE REPAIR	\$17,642.64
THE FILTER SHOP, INC	MAINTENANCE SUPPLIES	\$5,914.51
THE SHREDDER	OTHER PROFESSIONAL	\$282.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$484.48

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Vendor Name	Description	Check Total
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$199,846.94
TRI-CITY ELECTRIC COMPANY OF IOWA	OTHER TECH SER	\$1,500.00
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS	\$1,175.00
TRUCK BUILDERS	VEHICLE REPAIR	\$6,867.43
TRUCK COUNTRY OF IOWA	VEHICLE REPAIR	\$780.72
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$278.50
U.S. CELLULAR	TELEPHONE	\$204.40
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$299.67
UNIVERSITY OF IOWA	INSTRUCTIONAL SUPPLIES	\$120.00
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$1,052.68
URBINA ALISON	Parking Fees	\$25.00
VANESSA TERRELL	INSTRUCTIONAL SUPPLIES	\$341.48
VERIZON WIRELESS	TELEPHONE	\$360.57
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$74,240.82
WARD'S NATURAL SCIENCE	INSTRUCTIONAL SUPPLIES	\$449.14
WENDLING QUARRIES	GROUNDS UPKEEP	\$551.27
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$5,428.27
WILSON WILLIAM	OFFICIAL/JUDGE	\$130.00
WINDSTAR LINES	TRANSP PRIVATE CONT	\$9,282.00

Fund Total: \$7,063,823.65

Fund: LOCAL OPT SALES TAX

ALTORFER	RENTALS EQUIPMENT	\$2,162.00
BMO MASTERCARD	COMP/TECH HARDWARE	\$2,346.85
BMO MASTERCARD	STAFF TRAVEL	\$146.26
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$34,632.95

Fund Total: \$39,288.06

Fund: NUTRITION SERVICES

ABOUASSALY BATINA	GENERAL SUPPLIES	\$45.00
ALTMAIER SHIRRYL	GENERAL SUPPLIES	\$45.00
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$356.86
ANDERSON DIANE	GENERAL SUPPLIES	\$45.00
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$9,679.50
ANDERSON JAMI	GENERAL SUPPLIES	\$44.99
ASHER LACEY	UNEARNED REVENUE	\$110.00
BANNISTER GARY	GENERAL SUPPLIES	\$45.00
BUSSELL PAULA	GENERAL SUPPLIES	\$45.00
CIMPRICH BRITTANY	GENERAL SUPPLIES	\$45.00
COLLINS AUDREY	GENERAL SUPPLIES	\$39.99
CRUSE JEANINE	GENERAL SUPPLIES	\$45.00
EILER LISA	GENERAL SUPPLIES	\$45.00
EMERY NOREEN	GENERAL SUPPLIES	\$45.00
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$6,361.90
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$59,745.15
GAMERDINGER, JUDY	GENERAL SUPPLIES	\$45.00
GOOD CHRISTY	UNEARNED REVENUE	\$43.75

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Vendor Name	Description	Check Total
GREGORICH BECKY	GENERAL SUPPLIES	\$29.82
GREIF BREANNA	GENERAL SUPPLIES	\$45.00
GRIES ALLYSON	GENERAL SUPPLIES	\$37.49
HANSEN MAUREEN	GENERAL SUPPLIES	\$45.00
HESS ANDREA	GENERAL SUPPLIES	\$27.79
HIMMEL CINDY	GENERAL SUPPLIES	\$37.99
HINKLY MELANIE	GENERAL SUPPLIES	\$45.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,162.96
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,972.83
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,162.96
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,972.83
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$3,899.84
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$6,411.76
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$9,622.70
JONES ANGELA	GENERAL SUPPLIES	\$45.00
KEHOE GITANA	GENERAL SUPPLIES	\$45.00
KENNESON LAURA	GENERAL SUPPLIES	\$45.00
KLEIN KENNEDY	GENERAL SUPPLIES	\$45.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$182.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$16.55
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$63,367.57
MARTIN TINA	UNEARNED REVENUE	\$24.50
MATTES BELAMARCIA	GENERAL SUPPLIES	\$45.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$775.32
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$13,025.35
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$865.00
MIMS BRANDIE	GENERAL SUPPLIES	\$45.00
OFFICE EXPRESS	GENERAL SUPPLIES	\$161.49
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$4,614.00
PAUL JILL	GENERAL SUPPLIES	\$45.00
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$9,102.43
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$47,523.83
PHELPS MELISSA	GENERAL SUPPLIES	\$45.00
PHILLIP LISA	GENERAL SUPPLIES	\$45.00
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$599.00
RASMUSSEN BRANDI	GENERAL SUPPLIES	\$29.98
SCHULTZ JULIE	GENERAL SUPPLIES	\$45.00
SEVERIN BOUAPHAN	GENERAL SUPPLIES	\$45.00
TAGGART PAULA	GENERAL SUPPLIES	\$45.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,268.66
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$110.00
WAGNER KEELY	GENERAL SUPPLIES	\$45.00
WAGNER TAMMY	GENERAL SUPPLIES	\$45.00
WILLIAMS JAMIE	GENERAL SUPPLIES	\$45.00

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Vendor Name	Description	Check Total
WILLIAMS LISA	GENERAL SUPPLIES	\$44.99
YEATER JOAN	GENERAL SUPPLIES	\$45.00
Fund Total:		\$252,737.28
Fund: PHY PLANT & EQ LEVY		
BMO MASTERCARD	BLDG. CONST SUPPLIES	\$542.00
BMO MASTERCARD	GENERAL SUPPLIES	\$418.61
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$5,194.70
DRYSPACE INC	CONSTRUCTION SERV	\$21,854.12
GREENWOOD CLEANING SYSTEMS	EQUIPMENT >\$5,000	\$6,297.50
HALL & HALL ENGINEERS INC	ARCHITECT	\$1,800.00
IN TOUCH RECEIPTING	COMPUTER SOFTWARE	\$8,335.10
MODERN PIPING INC	CONSTRUCTION SERV	\$9,268.85
TERRACON CONSULTANTS INC	CONSTRUCTION SERV	\$2,500.00
Fund Total:		\$56,210.88
Fund: PUB ED & REC LEVY		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,684.08
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$31.14
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$133.15
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$31.14
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$133.15
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$94.89
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$135.09
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$202.74
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$86.85
Fund Total:		\$2,532.23
Fund: SALES TAX REVENUE BOND CAP PROJECT		
HALL & HALL ENGINEERS INC	ARCHITECT	\$1,200.00
RATHJE CONST	CONSTRUCTION SERV	\$668,732.99
Fund Total:		\$669,932.99
Fund: STUDENT ACTIVITY		
ALL ABILITY CYCLES, LLC	INSTRUCTIONAL SUPPLIES	\$6,478.50
AMY WHITE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$1,050.00
APPAREL 1	INSTRUCTIONAL SUPPLIES	\$946.00
AT & T MOBILTY	INSTRUCTIONAL SUPPLIES	\$123.81
BMO MASTERCARD	DUES AND FEES	\$564.38
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$1,586.42
BMO MASTERCARD	TRAVEL	\$1,052.74
BRIGHT ALEXA	OFFICIAL/JUDGE	\$90.00
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$8,174.23
CALLAHAN MARK	OFFICIAL/JUDGE	\$117.78
CASEBOLT ERIC	OFFICIAL/JUDGE	\$117.48
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$250.00
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$280.00
CLEVELAND STACY	OFFICIAL/JUDGE	\$25.00

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Vendor Name	Description	Check Total
COLLECTION	EE LIAB-GARNISHMENTS	\$470.40
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$56.00
CRAWFORD GREG	OFFICIAL/JUDGE	\$125.00
CUSICK DAVID	OFFICIAL/JUDGE	\$117.48
DAVID J. PHILIPP	OFFICIAL/JUDGE	\$79.60
DIVIS ETHAN	OFFICIAL/JUDGE	\$130.00
DUGGAN KYLE	OFFICIAL/JUDGE	\$25.00
DVORAK JOHN	OFFICIAL/JUDGE	\$75.00
ELITE SPORTS	INSTRUCTIONAL SUPPLIES	\$3,223.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$9,899.74
FORD ROBERT	OFFICIAL/JUDGE	\$90.00
FRAZIER MAURICE	OFFICIAL/JUDGE	\$115.00
GAIL MCINNIS PRODUCTIONS	INSTRUCTIONAL SUPPLIES	\$11,908.00
GLOE CARL	OFFICIAL/JUDGE	\$200.00
HAARS COREY	OFFICIAL/JUDGE	\$125.00
HANSEN PEGGY	OFFICIAL/JUDGE	\$200.00
HUNT GRAPHIC INNOVATIONS	INSTRUCTIONAL SUPPLIES	\$200.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$205.13
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$877.06
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$205.13
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$877.06
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$849.99
IOWA CENTRAL COMMUNITY COLLEGE	DUES AND FEES	\$320.00
IOWA FBLA-9388	DUES AND FEES	\$130.00
IOWA HIGH SCHOOL GOLF COACHES ASSOC.	DUES AND FEES	\$45.00
IOWA HIGH SCHOOL SPEECH ASSOC	DUES AND FEES	\$730.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$741.25
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,112.43
JASPERS JACK	OFFICIAL/JUDGE	\$65.00
JEFFRY DOWNING	OFFICIAL/JUDGE	\$130.00
KEEL JOHN W	OFFICIAL/JUDGE	\$65.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$150.00
KNICKREHM DOUG	OFFICIAL/JUDGE	\$92.36
KOLLER MICHELLE	OFFICIAL/JUDGE	\$173.92
KREMER SCOTT	OFFICIAL/JUDGE	\$284.20
LANGGUTH DENNIS M	OFFICIAL/JUDGE	\$80.36
LANNING RONALD	OFFICIAL/JUDGE	\$65.00
LIBERTY HIGH SCHOOL	DUES AND FEES	\$100.00
LORIA JOE	OFFICIAL/JUDGE	\$117.48
LUTHER COLLEGE	DUES AND FEES	\$300.00
MAJOR RONALD	OFFICIAL/JUDGE	\$65.00
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$213.41
MEINECKE CHRIS	OFFICIAL/JUDGE	\$92.36
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$3,605.50
MOSER TED	OFFICIAL/JUDGE	\$200.00

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Vendor Name	Description	Check Total
O'KEEFE NICKI	OFFICIAL/JUDGE	\$200.00
PARKER APRIL	OFFICIAL/JUDGE	\$90.00
PATIK KIM	OFFICIAL/JUDGE	\$209.20
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$207.99
READ PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$45.00
REGINA HIGH SCHOOL	DUES AND FEES	\$50.00
RHINE DANIEL	OFFICIAL/JUDGE	\$200.00
RIPLEY RICHARD	OFFICIAL/JUDGE	\$65.00
ROOTS IN BLOOM	INSTRUCTIONAL SUPPLIES	\$130.00
SCHMERBACH, CYNTHIA	OFFICIAL/JUDGE	\$79.60
SHAWN THOMSEN	OFFICIAL/JUDGE	\$280.00
SHELLY BAY MUSIC LLC	INSTRUCTIONAL SUPPLIES	\$300.00
SPORT SCOPE	DUES AND FEES	\$499.00
STRIEGEL RANDY	OFFICIAL/JUDGE	\$65.00
SUEPPEL TED	OFFICIAL/JUDGE	\$117.48
SUSAN FREESE	OFFICIAL/JUDGE	\$150.00
TELECKY KYLE	OFFICIAL/JUDGE	\$74.20
THIEL BRAD	OFFICIAL/JUDGE	\$230.00
THUNDER HILLS COUNTRY CLUB INC.	DUES AND FEES	\$70.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$410.76
VAN HOECK RON	OFFICIAL/JUDGE	\$65.00
VARSITY SPIRIT	INSTRUCTIONAL SUPPLIES	\$190.50
VIBRATIONS PRO DJs & PHOTOBOOTH	INSTRUCTIONAL SUPPLIES	\$400.00
WAUKEE COMMUNITY SCHOOL DISTRICT	DUES AND FEES	\$320.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$117.25
WESTERN DUBUQUE HIGH SCHOOL	DUES AND FEES	\$75.00
WILLIAMS MELISSA	INSTRUCTIONAL SUPPLIES	\$70.00

Fund Total: \$64,499.18

Fund: STUDENT STORE

SOURCE ONE LOGOS	GENERAL SUPPLIES	\$99.00
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Fund Total: \$99.00

Grand Total: \$8,161,543.97

End of Report



Independent Contractor Agreement

Please provide all information requested and sign page two.

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

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

1. **SERVICES TO BE PERFORMED:** Mock All-State Audition Clinician
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar High School Bands
3. **AMOUNT OF PAYMENT:** \$100.00

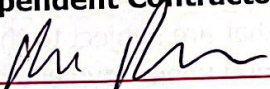
Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on October 12, 2022, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The 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 these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the 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. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the 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 the IC under the terms of this independent contractor agreement.
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the 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 the IC, or as a result of failure to pay any employment or income taxes arising out of the 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's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on October 12, 2022 and shall continue in effect until October 12, 2022, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 9 day of 9, 2022.

Independent Contractor Signature:



Title: Mock All-State Adjudicator

Linn-Mar CSD Representative Signature:

Title: School Board President

Please return this form to the Linn-Mar CSD Business Office – 2999 N 10th St, Marion IA 52302



Independent Contractor Agreement

Please provide all information requested and sign page two.

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

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

1. **SERVICES TO BE PERFORMED:** Training on safe stage combat for upcoming Freshmen show
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Drama
3. **AMOUNT OF PAYMENT:** \$200.00

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on November 5, 2022, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The 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 these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the 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. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the 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 the IC under the terms of this independent contractor agreement.
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

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

8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the 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 the IC, or as a result of failure to pay any employment or income taxes arising out of the 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's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9. **TERM:** This agreement shall begin on October 1, 2022 and shall continue in effect until November 6th, 2022, unless earlier terminated by either party in accordance with Section 11.

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


11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.

12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.

13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

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

This agreement is signed and dated this 12 day of September, 2022.

Independent Contractor Signature:


 Title: Therapist Educator

Linn-Mar CSD Representative Signature:

 Title: School Board President



2640 12th street SW
Cedar Rapids, IA 52404
P (319) 366-8321

Terracon.com

September 9, 2022

Linn-Mar Community School District
3111 10th Street
Marion, IA 52302

Attn: Mr. David Nicholson
P: 319-447-3000
E: david.nicholson@linnmar.k12.ia.us

RE: Proposal for Geotechnical Engineering Services
Linn-Mar Tennis Courts
4901 Alburnett Road
Marion, Iowa
Terracon Proposal No. P06225144

Dear Mr. Nicholson:

We appreciate the opportunity to submit this proposal to Linn-Mar Community School District (LMCSD) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

- | | |
|-----------|-----------------------------------|
| Exhibit A | Project Understanding |
| Exhibit B | Scope of Services |
| Exhibit C | Compensation and Project Schedule |
| Exhibit D | Site Location |
| Exhibit E | Anticipated Exploration Plan |

Our base fee to perform the Scope of Services described in this proposal ranging from \$3,600 to \$4,300 (excluding subcontracted private utility location fees) with an anticipated delivery date of 3 to 4 weeks after signed authorization. Exhibit C includes details of our fees as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Mustafa F. Qaisi
Project Engineer

Justin D. Widdel, P.E.
Department Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Linn-Mar Community School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Linn Mar Tennis Court project ("Project"), as described in Consultant's Proposal dated 09/09/2022 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: Terracon Consultants, Inc.
 By: *Justin D Widdel* Date: 9/9/2022
 Name/Title: Justin D Widdel / Department Manager I
 Address: 2640 12th St SW
Cedar Rapids, IA 52404-3440
 Phone: (319) 366-8321 Fax: (319) 366-0032
 Email: Justin.Widdel@terracon.com

Client: Linn-Mar Community School District
 By: _____ Date: _____
 Name/Title: Brittania Mosey / Board President
 Address: 2999 N 10th St
Marion, IA 52302
 Phone: (319) 447-3000 Fax: _____
 Email: brittania.mosey@linn-mar.k12.ia.us

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Hall & Hall Engineers, Inc. and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request LMCS D and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Mr. Brent Jackman on September 1, 2022. The request included a Schematic Site Plan with requested boring locations
Project Description	<ul style="list-style-type: none"> Eight new tennis courts, each two courts will be grouped together. Courts will be paved with hot-mix asphalt
Grading	Based on existing ground surface elevations, we anticipate the finished grade elevations for the tennis courts to range from about 855 to 857 feet resulting in cuts and fills of about 2 feet or less.
Below-Grade Structures	None

Site Location and Anticipated Conditions

Item	Description
Parcel Information	<ul style="list-style-type: none"> The project is located at 4901 Alburnett Road in Marion, Iowa. Latitude/Longitude (approximate) 42.0695, -91.6117 (See Exhibit D)
Current Ground Cover	Grass, bleachers and sidewalk
Existing Topography	Site slope downward to the south and west with surface elevations ranging from about 857 to 854 feet within the footprint of the new tennis courts

Item	Description
Site Access	We expect the site, and all exploration locations, are accessible with our ATV-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of lean to fat clay, sandy lean clay and clayey sand underlain by glacial till.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Hall and Hall requested 6 borings be performed. Based on our understanding of the project and anticipated subsurface conditions, we propose to perform the borings to a depth of 10 feet below existing grade as summarized in the table below:

Number of Borings	Planned Boring Depth (feet)	Planned Location ¹
6	10	Proposed tennis courts

1. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: The boring locations will be determined by overlaying the requested boring location plan in our GIS to obtain approximate boring location coordinates. We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. Approximate elevations will be obtained by interpolation from the topographic map provided.

Subsurface Exploration Procedures: We will advance borings with an ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples will be obtained for each boring. Soil sampling will be performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some

disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service by Iowa One Call Service. We will consult with the client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by LMCSO prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If LMCSO is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to LMCSO for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve LMCSO of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by LMCSO. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Terracon will conduct field services during normal business hours (Monday

through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Organic content test

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site/subgrade preparation, and considerations for subgrade stabilization

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer’s seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our estimated fees ranging from \$3,600 to \$4,300 as summarized in the table below. We will not exceed the maximum estimated fee without prior written approval.

Proposal for Geotechnical Engineering Services

Linn-Mar Tennis Courts | Marion, Iowa

September 9, 2022 | Terracon Proposal No. P06225144



DESCRIPTION	QUANTITY	UNIT	UNIT PRICES	TOTAL FEE
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FIELD EXPLORATION SERVICES

Anticipate 6 borings to 10 feet

Drill Rig Mobilization	1 - 1	L.S.	\$250.00	\$ 250.00 - 250.00
All-Terrain Drill Rig and Support Truck	0.5 - 0.5	day	\$800.00	\$ 400.00 - 400.00
Auger Drilling & Sampling (0-20ft.)	60 - 60	foot	\$13.50	\$ 810.00 - 810.00
Geotechnical Assistant	1.5 - 2	hour	\$80.00	\$ 120.00 - 160.00
Drilling Supervisor	1 - 1	hour	\$140.00	\$ 140.00 - 140.00
Total				\$ 1,720.00 - 1,760.00

ESTIMATED FIELD EXPLORATION SERVICES

\$ 1,700.00 to \$ 1,750.00

SOIL LABORATORY SERVICES

Anticipate obtaining about 39 samples.

Stratification of Boring Logs	1.5 - 2	hour	\$80.00	\$ 120.00 - 160.00
Moisture Content & Visual Classification	14 - 18	each	\$7.50	\$ 105.00 - 135.00
Hand Penetrometer Test	12 - 15	each	\$3.00	\$ 36.00 - 45.00
Atterberg Limits - Three Point Method	1 - 2	each	\$125.00	\$ 125.00 - 250.00
Organic Content - Loss on Ignition	1 - 2	each	\$55.00	\$ 55.00 - 110.00
Total				\$ 441.00 - 700.00

ESTIMATED SOIL LABORATORY SERVICES

\$ 450.00 to \$ 700.00

GEOTECHNICAL ENGINEERING SERVICES

Project Direction, Sample Review, Coordination, Data Reduction, and Report Preparation

Department/Senior Project Manager	2.0 - 3.0	hour	\$160.00	\$ 320.00 - 480.00
Field/Staff Engineer	10.0 - 12.0	hour	\$115.00	\$ 1,150.00 - 1,380.00
Total				\$ 1,470.00 - \$ 1,860.00

ESTIMATED GEOTECHNICAL ENGINEERING SERVICES

\$ 1,450.00 to \$ 1,850.00

TOTAL ESTIMATED SERVICES

\$ 3,600.00 to \$ 4,300.00

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by LMCS D, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

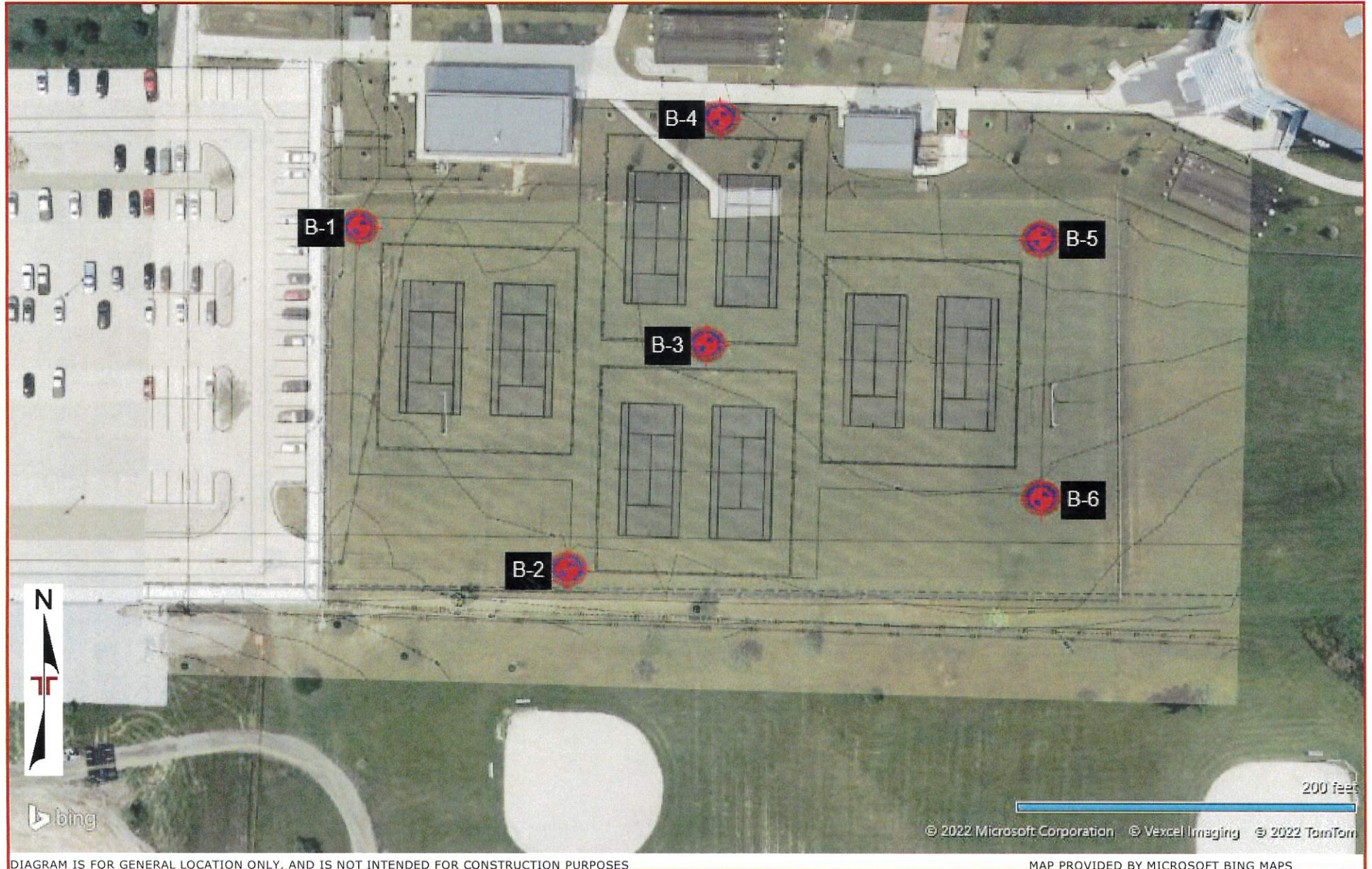
Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	2 days after notice to proceed
Site Characterization	10 days after completion of field program
Geotechnical Engineering	5 days after completion of Site Characterization

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location



Exhibit E – Anticipated Exploration Plan



AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM BETWEEN THE LINN-MAR COMMUNITY SCHOOL DISTRICT AND HAND IN HAND EARLY CARE AND EDUCATION CENTER

This Contract is entered into between the Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa 52302, hereinafter referred to as District, and Hand In Hand Early Care and Education Center, located at 905 Barrington Parkway, Marion, Iowa 52302, hereinafter referred to as Center.

Program: The Linn-Mar Community School District and Hand In Hand Early Care and Education Center are entering into this Contract for the purpose providing space for an educational four-year-old program. Programs will be held at both the Barrington Parkway location and 3524 35th Avenue. The Program shall consist of a half-day class providing services to students in a morning session from 8:15 a.m. to 11:15 a.m., Monday through Friday, and an afternoon session from 12:30 to 3:30 p.m., Monday thru Friday, per the agreed upon preschool calendar.

Term: The term of this Contract shall be from August 23, 2022, to June 16, 2023. The parties may renew this contract for subsequent school years upon the written agreement of the parties. Either party may terminate the contract with or without cause upon sixty (60) days written notice to the other. Notice shall be deemed to have been given if delivered or mailed to a representative of the party at the address set forth below.

Center Responsibilities

Center is an approved and licensed child development center by the Department of Human Services (DHS). Center agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Center shall no longer be DHS approved or licensed, District may terminate this Contract.

The Center agrees to provide a full-time appropriately licensed teacher and associate with program qualifications to teach in the Program. The Center shall be responsible for all cost, including salary and benefits, for the teacher. Any employee of the Center assigned to teach at the facility will remain an employee of the Center and shall not be considered an employee of the District for any purpose. District shall be entitled to supervise and observe any assigned teacher during the hours of operation of the program. District will support the Center classroom through collaboration and weekly visits to Center classroom and staff.

The Center will provide the District audit-quality documentation of expenditures allocated to Statewide Voluntary Preschool Programming. At a minimum, such documentation will be provided to the District on a quarterly basis. However, the District reserves the right to request such documentation at any time during the term of this agreement.

At the end of the agreement term (June 16, 2023), the Center will return any unused SWVPP funds to the District.

District Responsibilities

The District shall provide an approved curriculum for such class and shall provide any necessary supporting materials for the curriculum. The District's coordinator assigned to the Program shall be responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

The District shall be responsible for determining special education and related services categorization and placement in accordance with state and federal law and shall be responsible for any special costs or programming involved for students enrolling with an individual education plan (IEP).

District shall not be responsible for providing transportation for any students enrolled in the program. Transportation for field trips planned by the Center will be provided by the Center.

Students: Students shall be required to complete the District enrollment process in order to be enrolled in the Program and shall be subject to all of District policies, practices, and procedures. District shall be responsible for monitoring attendance requirements.

Calendar: The Program shall conduct classes according to District's school calendar for each day that classes are in session with a starting date of September 6, 2022.

School Records: District and Center shall cooperate regarding student records for students enrolled in the Program, and District shall maintain all educational records as required by law. Each party and its employees shall be responsible for maintaining the confidentiality of any education records as required by law. The parties shall furnish each other with any educational records as required by law. The parties will furnish each other with any necessary documentation needed to

comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports, and attendance reports.

Financial Arrangements:

The Center agrees not to charge tuition or fees for the District instructional portion of the day for any four-year-old who is receiving child care services.

Equipment and materials purchased with the Statewide Voluntary Preschool Program Funds are the property of the district. The District will provide subscriptions to Teaching Strategies GOLD for use by the Center.

Hand In Hand Early Care and Education Center will invoice Linn-Mar Community School District on a monthly basis, stating a per pupil cost. Hand In Hand can be reimbursed for up to 72 children, (based on the October 1, 2021, enrollment data) but not to exceed 20 students per session per IQPPS Guidelines. Linn-Mar Community School District will make payments within 30 days after receipt of Hand in Hand Early Care and Education Center invoice. This is based on the nine months from September to May.

The monthly per pupil cost at which Linn-Mar Community Schools will pay Hand In Hand Early Care and Education Center is \$387.48. For this agreement, the total annual distribution to Hand in Hand will not exceed \$251,087.04.

Representatives: The contact person for each party shall be as follows:

District: Leisa Breitfelder, Executive Director of Student Services

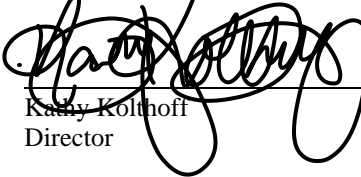
Center: Kathy Kolthoff, Director, Hand in Hand Early Care and Education Center

Amendment of Contract: This contract may not be modified, changed, or varied, except by a written instrument signed by the parties. This Contract shall not be assigned by either party unless the other party agrees to assignment in writing.

The foregoing terms are agreed to, and accepted by, Linn-Mar Community School District and Hand in Hand Early Care and Education Center.

Hand in Hand Early Care and Education Center

Linn-Mar Community School District



Kathy Kolthoff
Director

9/9/22

Date

Leisa Breitfelder
Executive Director of Student Services
Date

Shannon Bisgard
Superintendent
Date

Sondra Nelson
Board President
Date

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*

2022 Excelsior Middle School
Parking Lot Project

CONTRACT INFORMATION:

Contract For: Excelsior Parking Lot 2022
Date: 02-2022

CHANGE ORDER INFORMATION:

Change Order Number: TWO
Date: 08-08-2022

OWNER: *(Name and address)*

Linn-Mar CSD
2999 N. Tenth Street
Marion, Iowa 52302

ARCHITECT: *(Name and address)*

Hall and Hall Engineers, Inc.
1860 Boyson Road
Hiawatha, IA 52233

CONTRACTOR: *(Name and address)*

Rathje Construction Co.
305 44th Street, Marion, IA 52302

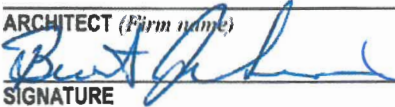
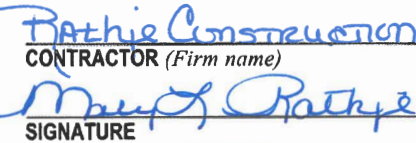
THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 1,368,250.00
The net change by previously authorized Change Orders	\$ 40,037.26
The Contract Sum prior to this Change Order was	\$ 1,408,287.26
The Contract Sum will be increased by this Change Order in the amount of	\$ 44,930.05
The new Contract Sum including this Change Order will be	\$ 1,453,217.30
The Contract Time will be increased by Zero (0) days.	
The new date of Substantial Completion will be NO CHANGE	

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

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

Hall and Hall Engineers, Inc.	Rathje Construction Co.	
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Brent Jackman, Project Manager	Mary L Rathje	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
8-09-2022	8-9-2022	
DATE	DATE	DATE



Date: July 5, 2022

Page 1 of 1

To: Brent Jackman - Hall & Hall Eng.
Chris Gates - Linn-Mar

Project: **2022 Excelsior M.S. Parking Lot**
Marion, IA

Re: COR #5

Rathje #: 7330

Brent and Chris,

I am hereby submitting the following change order request to cover removal and replacement of the curb and gutter at the south corner of the project per my discussion with Chris this morning on site. Credit will be given for changing remaining thickened sidewalk to curb and gutter. This also covers the \$2,500 credit to the school for going with curb and gutter on the bus loop.

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
1 Additional 6" sidewalk replacement @ south of school	183.60	SY	\$97.50	0.00%	\$97.50	\$17,901.00
2 Credit for curb in lieu of walk - Bus loop	1.00	LS	-\$2,500.00	0.00%	-\$2,500.00	-\$2,500.00
3 Credit for curb in lieu of walk - south end	1.00	LS	-\$886.60	0.00%	-\$886.60	-\$886.60
4 Credit to change all remainint thickened walk to standard with curb	1.00	LS	-\$1,240.00	0.00%	-\$1,240.00	-\$1,240.00
5 Project Management fee	1.00	LS	\$350.00	0.00%	\$350.00	\$350.00
						\$13,624.40

Please call if you have any questions.

Respectfully,

Darren Fry 319-360-1587



Date: July 27, 2022

Page 1 of 1

To: Brent Jackman - Hall & Hall Eng.
Chris Gates - Linn-Mar

Project: **2022 Excelsior M.S. Parking Lot**
Marion, IA

Re: COR #6

Rathje #: 7330

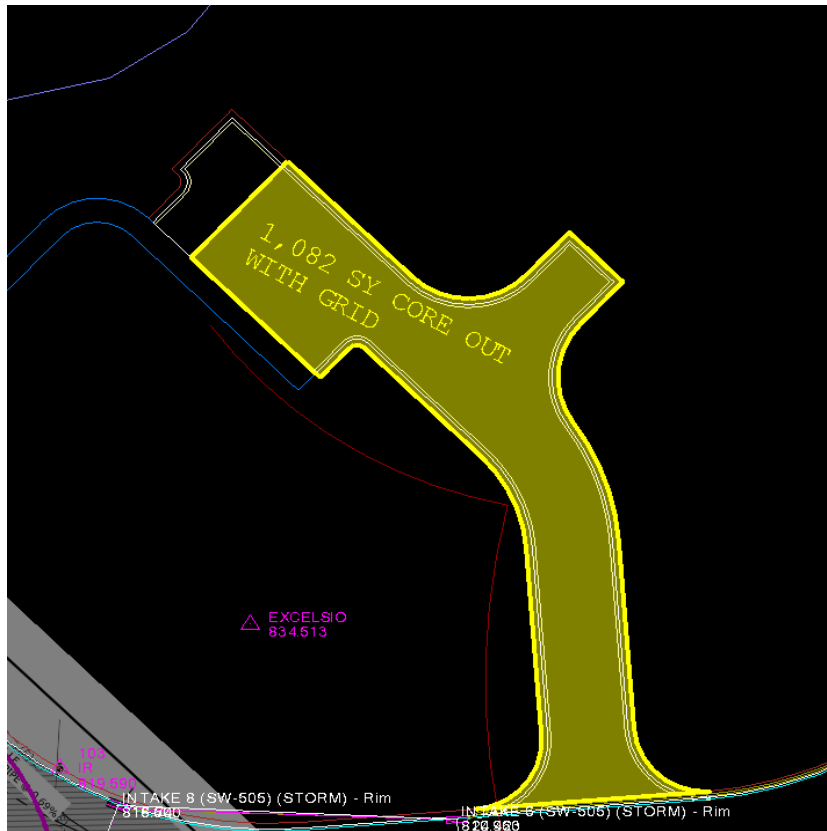
Brent and Chris,
I am hereby submitting the following change order request to cover the full 12" core-out in the Alt-1 parking lot from the intersection up to 25' from the end of the parking lot. This area includes 2' back of curb.

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
1 12" Core-out Alt-1 parking lot to 25' from west end	360.67	CY	\$67.50	0.00%	\$67.50	\$24,345.00
2 Geogrid beneath core out	1080.00	SY	\$2.75	0.00%	\$2.75	\$2,970.00
						\$27,315.00

Please call if you have any questions.

Respectfully,

Darren Fry 319-360-1587





Date: August 2, 2022

Page 1 of 1

To: Brent Jackman - Hall & Hall Eng.
Andy Parks - Linn-Mar

Project: **2022 Excelsior M.S. Parking Lot**
Marion, IA

Re: COR #7

Rathje #: 7330

Brent and Andy,

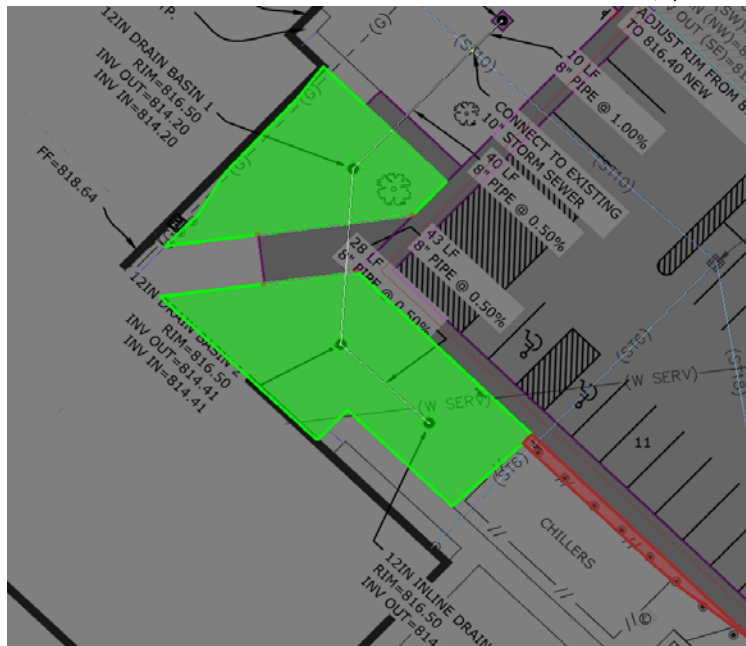
I am hereby submitting the following change order request to cover the cost of changing the river rock areas to seed. We will salvage and reinstall the pea gravel out there to go in the brown shaded area in the screenshot below. We will install edging along the boundary

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
1 Seed are hatched in green	1.00	LS	\$1,000.00	10.00%	\$1,100.00	\$1,100.00
2 Pea Gravel in brown area	1.00	LS	\$500.00	0.00%	\$500.00	\$500.00
2 6" Topsoil in area hatched in green	1.00	LS	\$1,170.00	0.00%	\$1,170.00	\$1,170.00
						\$2,770.00

Please call if you have any questions.

Respectfully,

Darren Fry 319-360-1587





Date: August 4, 2022

Page 1 of 1

To: Brent Jackman - Hall & Hall Eng.
Andy Parke - Linn-Mar

Project: **2022 Excelsior M.S. Parking Lot**
Marion, IA

Re: COR #8

Rathje #: 7330

Brent and Andy,

I am hereby submitting the following change order request to cover landscaping changes by Culvers. See attached Quote for backup.

Description	Qty	Unit	Unit Price	MU	Unit w/ MU	Total
1 Landscaping Changes - Septic Rock and Edging	1.00	LS	\$1,109.68	10.00%	\$1,220.65	\$1,220.65
						\$1,220.65

Please call if you have any questions.

Respectfully,

A handwritten signature in blue ink that appears to read "Darren Fry".

Darren Fry 319-360-1587



1682 Dubuque Rd. Marion, IA 52302

Ph: (319) 377 – 4195

Fax: (319) 377 – 4820

www.culverslandscape.com

8/4/22

Attn: Soil Concepts, Inc
Estimating Department

Re: Linn Mar Excelsior
Marion, Iowa

Change Order For Rock Mulch and Additional Area

Quantity	Description	Unit Price	Total
180 SF	River Rock @ Fence	\$1.10	\$ 198.00
7 LF	Bullet Edger	\$5.00	\$ 35.00
1LS	Upgrade to Septic Rock	\$775.80	\$ 775.80
			\$ 1,008.80
Included:		10% markup for Soil Concepts	\$100.88
			Grand Total: \$1,109.68

- Wendling Septic Rock, Fabric Underlayment and Trucking
- Clean up for work performed only

Not Included:

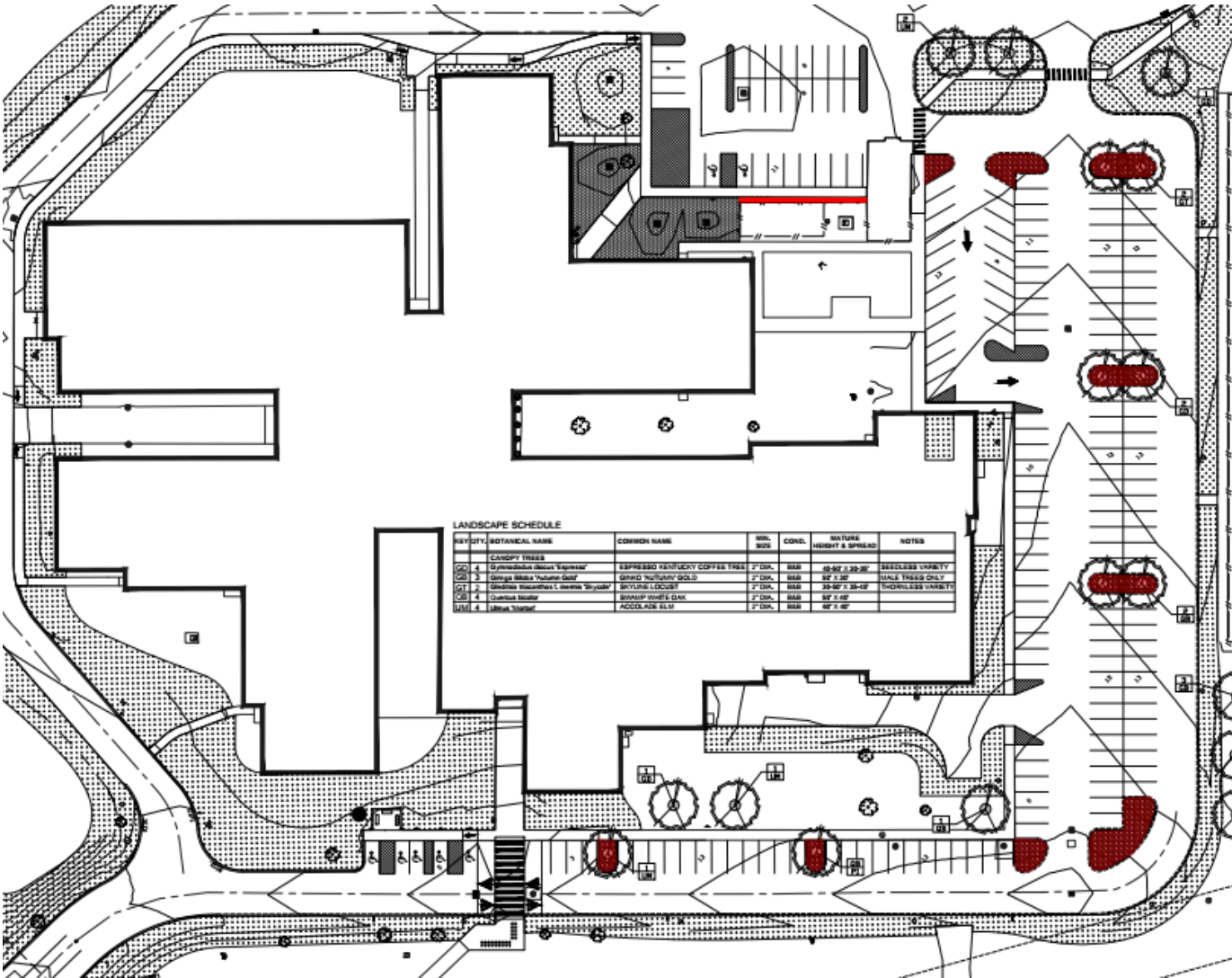
- Any Items Pertaining To Topsoils, Planting Soils or Seeding and Erosion Control
- Any Items Pertaining To Bond or AGC Dues
- Sales Tax – Assumes Tax Exempt

Notes: Due to Shortage of Large River Rock Need To Change To Septic Rock

(319) 533 -8680.

Thank you for your consideration,

Mike Platner



LANDSCAPE SCHEDULE

KEY	BOTANICAL NAME	COMMON NAME	SOIL CODE	CONT.	MATURE HEIGHT & SPREAD	NOTES
CANOPY TREES						
Q1	<i>Lyrodiastrum daleanum 'Elegant'</i>	ESPRESSO BUSH/LOW COFFEE TREE	2' DIA.	888	18-24' x 20-24'	SEMI-DWARF VARIETY
Q2	<i>Shorea robusta 'Vastana Gold'</i>	SHORE ROBINSON GOLD	2' DIA.	888	12' x 12'	SHALE TREES ONLY
Q3	<i>Madhwa Macaranga L. indica 'Sriyasa'</i>	SHYLINE LOGGERS	2' DIA.	888	20-25' x 20-25'	THORNLESS VARIETY
Q4	<i>Quercus bicolor</i>	SHRIMP CORNERS OAK	2' DIA.	888	12' x 12'	
Q5	<i>Melaleuca thorpae</i>	ACACIA BUSH	2' DIA.	888	12' x 12'	