

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/23/2019 - 09/05/2019

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMIT KULKARNI	MISC REVENUE	\$7.50
ANANTH KARE	MISC REVENUE	\$7.50
ANDREW ENGELKEN	MISC REVENUE	\$11.25
ASHWET KSHIRSAGER	MISC REVENUE	\$7.50
CARON BROWN	MISC REVENUE	\$11.25
CHELSEA MCCURDY	MISC REVENUE	\$11.25
CRAIG GOLDSMITH	MISC REVENUE	\$11.25
DANA TIERNAN	MISC REVENUE	\$11.25
DAVID GOERTZEN	MISC REVENUE	\$22.50
ERIKKA VOSMEK	MISC REVENUE	\$22.50
ERIN MUSSER	MISC REVENUE	\$15.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$12,404.64
FRANK ANDERSON	MISC REVENUE	\$15.00
GOKULAKRISHNAN MURUGESAN	MISC REVENUE	\$11.25
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$214.73
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$918.26
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$214.73
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$918.26
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$493.00
JOHN WITT	MISC REVENUE	\$15.00
JOHNATHON EWING	MISC REVENUE	\$7.50
JOSEPH OHLIGER	MISC REVENUE	\$7.50
KHALED FAYED	MISC REVENUE	\$22.50
MARIMUTHU CHITRAVEL	MISC REVENUE	\$7.50
MARUTHI RALLABHANDI	MISC REVENUE	\$15.00
MATTHEW GARMS	MISC REVENUE	\$15.00
MEENAKUMARI PANDY	MISC REVENUE	\$7.50
MIRIANA REECE	MISC REVENUE	\$65.90
NICOLE AAB	MISC REVENUE	\$7.50
NIYATI SHARMA	MISC REVENUE	\$7.50
PRASUNA MADHAVARAM	MISC REVENUE	\$15.00
RACHEL YOUNG	MISC REVENUE	\$11.25
ROCHESTER SWIM CLUB ORCAS	TRAVEL	\$961.57
SAI KALYANARAMAN	MISC REVENUE	\$7.50
SANDRA SHAPPEE	MISC REVENUE	\$7.50
SOWMYA BICHUGATTI	MISC REVENUE	\$7.50
SREEDEVI JENIGIRI	MISC REVENUE	\$7.50
STACIE CAMPBELL	MISC REVENUE	\$15.00
SUSAN BENJAMIN	MISC REVENUE	\$7.50
T SOWRIRAJAN	MISC REVENUE	\$7.50
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$168.58
VANESSA MATIS	MISC REVENUE	\$7.50
WEI HAGEMEIER	MISC REVENUE	\$7.50
Fund Total:		\$16,738.42

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Vendor Name	Description	Check Total
Fund: CAPITAL PROJ FR BON		
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$58,038.53
BOOMERANG CORP	CONSTRUCTION SERV	\$33,080.00
IRONSIDE RICK	OTHER PROFESSIONAL	\$2,000.00
KNUTSON CONSTRUCTION SERVICES	CONSTRUCTION SERV	\$645,894.55
Fund Total:		\$739,013.08
Fund: GENERAL		
ABLENET, INC	INSTRUCTIONAL SUPPLIES	\$148.50
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$759.50
ALLIANT ENERGY	ELECTRICITY	\$93,819.59
ALTORFER	TRANSP. PARTS	\$265.47
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$52.12
AMERICAN SPECIALTIES	OTHER PROFESSIONAL	\$62.55
ARNOLD MOTOR SUPPLY	MAINTENANCE SUPPLIES	\$502.80
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$163.02
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$2.22
ASIFLEX	OTHER PROFESSIONAL	\$734.50
ATLANTIC COCA-COLA	INSTRUCTIONAL SUPPLIES	\$819.94
BAUER BUILT	TIRES AND TUBES	\$32.00
BLICK ART MATERIALS	GENERAL SUPPLIES	\$1,252.34
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	\$2,843.18
BOSTIAN CAREY	Professional Educational Services	\$375.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$540.00
C4 OPERATIONS BACKGROUND CHECK SERVICES	OTHER PROFESSIONAL	\$116.00
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$408.02
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$2,785.99
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$438.77
CITY OF ROBINS	WATER/SEWER	\$571.00
COLLECTION	EE LIAB-GARNISHMENTS	\$858.94
EDVOTEK	INSTRUCTIONAL SUPPLIES	\$914.10
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,611.09
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$26.94
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$142,031.29
FRONTLINE TECHNOLOGIES	OTHER PROFESSIONAL	\$2,100.00
GASWAY CO, J P	GENERAL SUPPLIES	\$1,743.11
GOPHER SPORT	INSTRUCTIONAL SUPPLIES	\$529.80
HARTSELL CASSIE	Parking Fees	\$25.00
HOAGLAND RYAN	INSTRUCTIONAL SUPPLIES	\$1,029.50
HOGLUND BUS CO. INC	TRANSP. PARTS	\$15,761.33
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$2,798.04
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$11,963.47
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$2,798.04
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$11,963.47

Linn-Mar Community School District

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Date Range: 08/23/2019 - 09/05/2019

Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$13,450.42
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$487.80
IOWA DIVISION OF CRIMINAL INVEST	OTHER PROFESSIONAL	\$950.00
IOWA HIGH SCHOOL MUSIC ASSOC	INSTRUCTIONAL SUPPLIES	\$205.00
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$809.18
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$2,280.00
LEARNING A-Z	INSTRUCTIONAL SUPPLIES	\$174.95
LETTER PERFECT	GENERAL SUPPLIES	\$461.64
LEVEL 10	INSTRUCTIONAL SUPPLIES	\$2,189.00
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$471.02
MARZANO RESOURCES LLC	GENERAL SUPPLIES	\$3,322.36
MARZANO RESOURCES LLC	PROF SERV: EDUCATION	\$6,800.00
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$46.45
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$94.00
MID AMERICAN ENERGY	NATURAL GAS	\$1,068.89
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$2,184.96
MIERA, KIM	Professional Educational Services	\$250.00
NASCO	INSTRUCTIONAL SUPPLIES	\$146.04
NEIBA	INSTRUCTIONAL SUPPLIES	\$60.00
NOETIC LEARNING	INSTRUCTIONAL SUPPLIES	\$98.00
OAKDALE ROAD MUSIC	INSTRUCTIONAL SUPPLIES	\$500.00
ORKIN PEST CONTROL	Pest Control	\$135.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$390.43
PARLOR CITY ICE CREAM	INSTRUCTIONAL SUPPLIES	\$618.75
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$374.24
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$1,603.88
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$958.85
PROJECT LEAD THE WAY	GENERAL SUPPLIES	\$1,125.00
QUINN STORAGE	FACILITY RENTAL	\$170.00
RECOVER HEALTH	PROF SERV: EDUCATION	\$642.49
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$1,125.44
RIVERSIDE INSIGHTS	INSTRUCTIONAL SUPPLIES	\$993.47
SCHOLASTIC TEACHER STORE	INSTRUCTIONAL SUPPLIES	\$156.59
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$4,118.94
SCHOOL HEALTH CORP	INSTRUCTIONAL SUPPLIES	\$240.00
SCHOOL HEALTH CORP	PROF SERV: EDUCATION	\$3.70
SCHOOL OUTFITTERS	INSTRUCTIONAL SUPPLIES	\$687.59
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$875.20
SOURCE ONE LOGOS	INSTRUCTIONAL SUPPLIES	\$1,519.00
STATE OF IOWA-ELEVATOR SAFETY	OTHER PROFESSIONAL	\$1,490.00
SWANK MOVIE LICENSING USA	INSTRUCTIONAL SUPPLIES	\$519.00
THE POINTE SCHOOL OF DANCE	INSTRUCTIONAL SUPPLIES	\$4,071.00
THE SHREDDER	OTHER PROFESSIONAL	\$210.00
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$140.10
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$6,774.05

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Vendor Name	Description	Check Total
VALUE INSPIRED PRODUCTS/SERVICES	INSTRUCTIONAL SUPPLIES	\$1,384.00
VANESSA TERRELL	INSTRUCTIONAL SUPPLIES	\$1,875.00
WINDSTREAM	TELEPHONE	\$798.97
Fund Total:		\$375,397.03
Fund: LOCAL OPT SALES TAX		
DRYSPACE INC	CONSTRUCTION SERV	\$96,755.60
MAKA BLIND COMPANY	CONSTRUCTION SERV	\$2,950.00
SHIVE-HATTERY INC.	ARCHITECT	\$2,250.00
Fund Total:		\$101,955.60
Fund: NUTRITION SERVICES		
DETTBARN STACEY	UNEARNED REVENUE	\$29.90
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$5,292.59
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$99.06
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$423.64
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$99.06
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$423.64
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$433.07
KECK FOODS	PURCHASE FOOD	\$11,562.20
OFFICE EXPRESS	GENERAL SUPPLIES	\$95.60
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$58.00
REINHART INSTITUTIONAL FOODS INC	GENERAL SUPPLIES	\$658.08
REINHART INSTITUTIONAL FOODS INC	PAPER PRODUCT SUPPLY	\$4,808.38
REINHART INSTITUTIONAL FOODS INC	PURCHASE FOOD	\$69,558.60
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$182.24
Fund Total:		\$93,724.06
Fund: PHY PLANT & EQ LEVY		
APPLEBY & HORN	CONSTRUCTION SERV	\$698.15
BRECKE	CONSTRUCTION SERV	\$6,048.32
CROELL REDI-MIX INC	CONSTRUCTION SERV	\$981.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$4,665.00
DRYSPACE INC	CONSTRUCTION SERV	\$24,915.65
GARLING CONSTRUCTION	CONSTRUCTION SERV	\$64,142.37
SCHOOL BUS SALES	VEHICLES	\$103,956.00
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$2,525.05
WENDLING QUARRIES	CONSTRUCTION SERV	\$424.16
Fund Total:		\$208,355.70
Fund: STUDENT ACTIVITY		
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$229.00
CHEER BUTTONS & BOWS	INSTRUCTIONAL SUPPLIES	\$672.15
DVORAK JOHN	OFFICIAL/JUDGE	\$135.00
EDUCATIONAL THEATRE ASSOCIATION	INSTRUCTIONAL SUPPLIES	\$100.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$157.36
FEDERER MICHAEL	OFFICIAL/JUDGE	\$104.60
GLOE CARL	OFFICIAL/JUDGE	\$65.00

Linn-Mar Community School District

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Fiscal Year: 2019-2020

Vendor Name	Description	Check Total
HANSEN PEGGY	OFFICIAL/JUDGE	\$50.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$2.64
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$11.29
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$2.64
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$11.29
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$14.09
LISTON CHUCK	OFFICIAL/JUDGE	\$100.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$732.00
MOSER TED	OFFICIAL/JUDGE	\$70.00
OTTE WENDI	OFFICIAL/JUDGE	\$25.00
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$48.12
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$6.92

Fund Total: \$2,537.10

Grand Total: \$1,537,720.99

End of Report



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Owner
 Contractor
 Architect

Change Order

PROJECT: <i>(Name and address)</i> Bowman Woods Elementary Classroom Renovation 151 Boyson Road NE Cedar Rapids, Iowa 52402	CONTRACT INFORMATION: Contract For: General Construction Date: March 8, 2019	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: August 27, 2019
OWNER: <i>(Name and address)</i> Linn-Mar Community School District 2999 10th Street Marion, Iowa 52302	ARCHITECT: <i>(Name and address)</i> Shive-Hattery, Inc. 1183690 2839 Northgate Drive Iowa City, Iowa 52245	CONTRACTOR: <i>(Name and address)</i> Garling Construction 1120 11th Street Belle Plaine, IA 52208

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.)

Add momentary switches to rooms per COR 06 – ADD \$893.47

Build and install upper cabinets per COR 08 – ADD \$2,913.12

The original Contract Sum was	\$ 458,100.00
The net change by previously authorized Change Orders	\$ -1,427.72
The Contract Sum prior to this Change Order was	\$ 456,672.28
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,806.56
The new Contract Sum including this Change Order will be	\$ 460,478.84

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be the same.

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.

Shive-Hattery, Inc. ARCHITECT <i>(Firm name)</i>	Garling Construction CONTRACTOR <i>(Firm name)</i>	Linn-Mar Community School District OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
Natalie Oppedal, AIA PRINTED NAME AND TITLE	Troy Pins President PRINTED NAME AND TITLE	J.T. Anderson, CFO/Board Treasurer PRINTED NAME AND TITLE
8/27/2019 DATE	8-29-19 DATE	



GARLING CONSTRUCTION, INC.

General Contractors

1120 11th Street • Belle Plaine, IA 52208 • Phone: (319) 444-3409 319-444-3409 • Fax: (319) 444-2437 319-444-2437

COR #. 0006

LINN-MAR SCHOOL DISTRICT	Date	Thursday, July 18, 2019
Project: Bowman Woods		
Change order to add momentary switches to the following rooms 144,115,158 amd 167 due to RFI 006.		

#	Description	Type	Qty	Rate	Expense Amount	MarkUp	Cost
00006	Bond 2%	Other Expense			17.520	0.0000	\$17.52
00006	Streff Electric				834.240	4.9998	\$875.95

PROPOSAL SUMMARY

Other Expense	\$17.52
	\$875.95
Net Costs	\$893.47

Proposal Total **\$ 893.47**

PLEASE REVIEW AND SIGN BELOW FOR INCLUSION IN THE NEXT OWNER CHANGE ORDER

Architect: x _____ Date: _____

Owner: x _____ Date: _____

LINN-MAR SCHOOL DISTRICT

PM: x *Loren Klenk* Date: 07/18/2019

Loren Klenk, Project Manager

SHIVEHATTERY

ARCHITECTURE+ENGINEERING

Submittal Review

Project Name: Linn-Mar CSD Bowman Woods Classroom Reno

Submittal ID:

Spec Section:

Reviewed On: 8/7/2019

Reviewed By: Natalie Oppedal

Action: Approved - CO to be issued

THIS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT OF THE PROJECT AND GENERAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. CORRECTIONS OR COMMENTS MADE ON THE SUBMITTALS DURING THIS REVIEW DO NOT RELIEVE THE CONTRACTOR FROM COMPLIANCE WITH THE REQUIREMENTS OF THE PLANS AND THE SPECIFICATIONS. APPROVAL OF A SPECIFIC ITEM SHALL NOT INCLUDE APPROVAL OF AN ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. CONTRACTOR IS RESPONSIBLE FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED AT THE JOBSITE, INFORMATION THAT PERTAINS SOLELY TO THE FABRICATION PROCESS OR TO THE MEANS, METHODS, TECHNIQUE, SEQUENCES, AND PROCEDURES OF CONSTRUCTION, COORDINATION OF THE WORK OF ALL TRADES, AND FOR PERFORMING ALL WORK IN A SAFE AND SATISFACTORY MANNER.

www.garlingconstruction.com


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Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Bowman Woods Elementary Classroom Renovation Cedar Rapids, Iowa 52402	CONTRACT INFORMATION: Contract For: General Construction Date: March 18, 2019	CERTIFICATE INFORMATION: Certificate Number: 001 Date: August 26, 2019
OWNER: <i>(name and address)</i> Linn-Mar Community School District Marion, Iowa 52302	ARCHITECT: <i>(name and address)</i> Shive-Hattery, Inc. 1183690 Iowa City, Iowa 52245	CONTRACTOR: <i>(name and address)</i> Garling Construction Belle Plaine, IA 52208

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.)

N/A

<u>Shive-Hattery, Inc.</u>		<u>Natalie Oppedal</u>	<u>August 9, 2019</u>
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

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.)

N/A

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.)

Install wall base at cubbies in locker rooms.

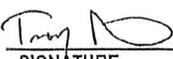
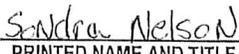
The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of 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 sixty (60) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$1,000.00

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>Garling Construction</u>		<u>Troy Pins</u>	<u>8-28-19</u>
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
<u>Linn Mar Community School District</u>		<u>Sandra Nelson</u>	<u></u>
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

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Change Order

PROJECT: <i>(Name and address)</i> 18245000 Linn-Mar CSD 453 Echo Hill Road Marion, Iowa 52302	CONTRACT INFORMATION: Contract For: General Construction Date: May 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: September 4, 2019
OWNER: <i>(Name and address)</i> Linn-Mar Community School District 3555 10th Street Marion, Iowa 52302	ARCHITECT: <i>(Name and address)</i> OPN Architects 200 Fifth Ave SE, Suite 201 Cedar Rapids, Iowa 52401	CONTRACTOR: <i>(Name and address)</i> Knutson Construction 2351 Scott Blvd SE Iowa City, Iowa 52240

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.)

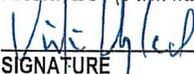
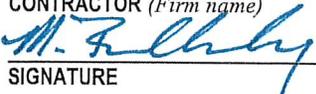
CR 1 Area A Piping Changes	ITC 4	\$ 678
CR 2 Power for Gym Projections	ITC 3	\$ 3,877
CR 3 10 Days to Contract	FIELD	\$ 0
TOTAL		\$ 4,555

The original Contract Sum was	\$ 28,159,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 28,159,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,555.00
The new Contract Sum including this Change Order will be	\$ 28,163,555.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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.

OPN Architects ARCHITECT <i>(Firm name)</i>  SIGNATURE	Knutson Construction CONTRACTOR <i>(Firm name)</i>  SIGNATURE	Linn-Mar Community School District OWNER <i>(Firm name)</i> _____ SIGNATURE
Vicki Hyland PRINTED NAME AND TITLE 9/4/19 DATE	Matt Bulkeley - SPM PRINTED NAME AND TITLE 9.5.19 DATE	Sondra Nelson, Board President PRINTED NAME AND TITLE _____ DATE



Linn-Mar Community School District Facility Request Form

Date December 5, 2018

I request permission to use the Pool at LM Aquatic Center
Room Name School Building

For the time period 9:00am—4:00 pm on Saturday October 26, 2019
Specify AM or PM Day of the Week Date(s)

for ongoing use throughout the school year, attach a separate page listing all days/dates requested

For the purpose of 2019 Sophomore Girls Swim Meet

Maximum attendance expected 400-500 Time event begins See times above

The undersigned individual or organization, by its authorized representative, agrees that all rules and regulations of the Linn-Mar Community School District will be strictly adhered to by all persons attending the meeting or event as set forth above. In addition, the room is to be left as it was found and the lights turned off. The undersigned will be responsible for insuring that those persons attending the event will utilize only the room(s) as indicated above and the halls and entrances thereto. The undersigned individual or organization shall be responsible for payment for any damages done to the building, the room or any of its contents, by any person attending the event which it is the sponsor.

The undersigned individual or organization hereby releases Linn-Mar Community School District, its agents and employees and agrees to indemnify Linn-Mar Community School District and hold Linn-Mar Community School District harmless from any and all property damage and bodily injury claims arising out of or resulting from his/her or its negligence during the use of the room as indicated above, including any expenses and attorney fees which Linn-Mar Community School District may incur in defending any such claim. Each individual or organization is required to furnish a certificate of insurance evidencing commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Additional Requests: Pending Board approval, renter will be charged \$100 per hour facility rental plus \$10 per hour for life guards on duty (two lifeguards expected for duration of meet). Custodian charges will be \$30 per hour. All other facility use charges *waived*.

Contact Name Chris Deam Organization Jefferson High School
Signature [Signature] Phone 319-558-2148
Address 1243 20th ST SW E-Mail cdeam@crschools.us
Cedar Rapids IA 52405

Return Form To:
Linn-Mar Learning Resource Center
Attn: Sarah Offerman
2999 N. 10th St.
Marion, IA 52302
E-Mail: sofferman@linnmar.k12.ia.us

For Office Use Only	
Request Approved _____	Request Denied _____
Date Received <u>8/27/19</u>	
Board President Signature/Date	
<u>[Signature]</u> <u>9/4/19</u>	
Business Services Signature/Date	

**LICENSE AGREEMENT FOR ACCESS TO AND USE OF THE SCHOOLS
INTEROPERABILITY FRAMEWORK SYSTEM (“License Agreement”)
BETWEEN
IOWA DEPARTMENT OF EDUCATION (“Department”)
AND
EDUCATIONAL INSTITUTIONS**

This License Agreement for Access to and Use of the Schools Interoperability Framework System (“**License Agreement**”) is between the Iowa Department of Education (DOE) and the educational institution executing this License Agreement (the “**State User**”).

1. **Purpose.** As required by Iowa Code sections 256.9(44) and 279.68, certain educational institutions in the State of Iowa are required to submit data and reports to the Department. These data and reports may be used for State Reporting in Iowa (Iowa Code § 256.9(44)), rostering for assessment administration to comply with the Early Literacy Implementation legislation (Iowa Code § 279.68), and other data collections that require individual student-level data. To facilitate these data collection and reporting processes, the Department has entered the SIF Agreement with the Vendor to develop a System through which such educational institutions may submit such data and information to the Department. This License Agreement establishes the terms and conditions governing such educational institutions access to and use of that System.
2. **Legal Authority.** Iowa Code section 256.9(44) authorizes the director of the Department to “[d]evelop and implement a comprehensive management information system designed for the purpose of establishing standardized electronic data collections and reporting protocols that facilitate compliance with state and federal reporting requirements, improve school-to-school and district-to-district information exchanges, and maintain the confidentiality of individual student and staff data. The system shall provide for the electronic transfer of individual student records between schools, districts, postsecondary institutions, and the department. The director may establish, to the extent practicable, a uniform coding and reporting system, including a statewide uniform student identification system.” The System forming the basis of this License Agreement will be used to feed data into that information system.
3. **Definitions.** Capitalized terms used but not defined herein are as defined in the SIF Agreement. In addition to any other terms defined elsewhere herein, the following terms shall have the following meaning:
 - 3.1. **“Application Services”** means the hosted applications and programs delivered as a service via the Internet by and through the System, including but not limited to the User Interface, and related services and deliverables, all as more fully defined and described in the SIF Agreement, including any exhibits or attachments thereto, by and through which educational institutions, including the State User, submit certain data and reports to the Department and access and view related data and reports.
 - 3.2. **“Authorized Contractor(s)”** means independent contractors, consultants or other third parties who are retained or hired by the State User to assist the State User in connection with its access to and use of the Applications Services and System.
 - 3.3. **“Documentation”** means all of Vendor’s training course materials, system specifications and technical manuals, and all other user instructions, documentation and materials regarding the capabilities, operation, and use of the System, related services and/or deliverables, including, but not limited to, online help screens contained in or related to the

System, Application Services, and/or any other related services or deliverables.

- 3.4. **“Personal Data”** means any information relating to an identified or identifiable human being (including, without limitation, any human User), including, but not limited to, Social Security or other government-issued identification numbers, account security information, financial account information, credit/debit/gift or other payment card information, account passwords, and personal data (or equivalent terminology) as defined under any applicable law, rule, or regulation (or any amendments or successors to any of the preceding). For the avoidance of doubt, Personal Data shall include, but not be limited to:
 - 3.4.1. Any data or information covered under the Family Educational Rights and Privacy Act (“**FERPA**”) (20 U.S.C. § 1232g; 34 CFR Part 99), including but not limited to any corresponding implementing regulations as may be amended from time to time;
 - 3.4.2. Any data defined as “**personal data**” under Iowa Code chapter 715C.

For purposes of this definition and this License Agreement, “**Process**” or “**Processing**” shall mean any operation or set of operations performed upon the Personal Data, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Data. As used in this License Agreement “**Personal Data**” means such data that is stored in, Processed by, or transmitted through the System.
- 3.5. **“SIF Agreement”** means the Schools Interoperability Framework (“**SIF**”) Software as a Service and Professional Services Agreement entered into on March 13, 2019, between the State of Iowa, acting by and through the Department and the Iowa Department of Administrative Services, and Cedar Labs LLC, a limited liability company, registered in the State of Minnesota, with its principal place of business at 3552 45th Avenue South, Minneapolis, MN (“**Vendor**”).
- 3.6. **“State User Data”** means any data and information supplied to the Department by State Users through the Application Services and System, including but not limited to Personal Data.
- 3.7. **“System”** means the Schools Interoperability Framework solution as more fully defined and described in the SIF Agreement, including any exhibits or attachments thereto.
- 3.8. **“User(s)”** means the employees and Authorized Contractor’s employees of State Users that are authorized administrative users for the State Users, and any other authorized users of the System, each as identified by the State User and agreed to by the Department.
- 3.9. **“User Interface”** means the applicable web-based user interface to facilitate the management of the System.
- 3.10. **“Vendor IP”** means all intellectual property retained by Vendor under the SIF Agreement, or otherwise belonging to Vendor, including Vendor Development Tools, the Base System, the Documentation, any deliverables except for deliverables which Vendor agrees in an SOW are owned by the State, and Usage Data, all as further defined and described in the SIF Agreement.
4. **Term.** Unless terminated earlier in accordance with the termination section, below, the term of this License Agreement shall be coterminous with the SIF Agreement, including any extensions or renewals thereto (the “**Term**”).
5. **Grant of License and related Access/Use Restrictions.** In addition to any license rights,

limitations, or restrictions set forth in the SIF Agreement that are applicable to State Users, which license rights, limitations, or restrictions are incorporated into this License Agreement by reference as if fully set forth herein and shall be considered a duty and obligation of the State User under this License Agreement, the following license rights, limitations, or restrictions shall apply:

- 5.1. License. Subject to the terms and conditions of the SIF Agreement, pursuant to the SIF Agreement State Users and any of their Authorized Contractors are granted for the State of Iowa's governmental and business activities, including for access and use by Users of State Users to facilitate statewide data collection and reporting processes administered by the Department, a non-exclusive, nontransferable and non-sublicensable (except as otherwise may be necessary in the case of the restructuring or consolidation of a State User as it relates to any successor thereof), limited right and license to access and use the Application Services (and System) and related deliverables on a hosted basis pursuant to the Documentation, applicable laws and Access Requirements solely on behalf of and for the benefit of the State Users to:
 - 5.1.1. Use the applicable User Interface(s) to configure (but not modify or create derivative works of) the System to access and view State User Data, or any related deliverables that the Department and Vendor agree can be configured using the User Interface, via the login credentials provided by Vendor or the Department;
 - 5.1.2. Upload State User Data into the System using the applicable upload features;
 - 5.1.3. Through a designated, authorized administrative user(s) of the State User whose State User Data is hosted in the System, access and view such data of the State User; and
 - 5.1.4. Execute the functionality of the System, including but not limited to query State User Data uploaded into the System, using the tools made available in the System.
- 5.2. Access Requirements. The “**Access Requirements**” are as follows. State Users (and their Authorized Contractors) shall:
 - 5.2.1. Only allow access to and use of the System only by Users who are designated, authorized administrative Users of the State User on behalf of the State User subject to the next sentence. No access shall be given directly to State Users except to those designated, administrative Users as identified by the State User and agreed to by the Department who are (A) employees of the State User or their Authorized Contractors, and (B) given access via login credentials provided by the Vendor or the Department.
 - 5.2.2. Not sell, transfer or sublicense login credentials provided by the Vendor or the Department to any other entity or person. Log-in credentials are solely for use in accessing, using, configuring, and administering the System.
 - 5.2.3. Comply with any legal requirements relating to the use of the System, including local privacy laws and other laws affecting the collection, storage, transfer and dissemination of Personal Data (including Personal Data processed (including Processed), hosted or stored in System). The State User (and their Authorized Contractors) shall comply with all applicable laws affecting this License Agreement and any performance required hereunder.
- 5.3. Restrictions. Neither the State User nor any of its Authorized Contractors shall: (a) engage

in, cause or permit the reverse engineering, translation, disassembly, or decompilation or similar manipulation of the System, in whole or in part; (b) use the System, in whole or in part, in a timeshare or service bureau arrangement or on an application service provider or other hosted or software as a service basis; (c) market, distribute, rent, loan, sell, sublicense or otherwise transfer the System, in whole or in part, to any third party (except as permitted by Sections 5.1 and 5.4 herein); (d) modify or create derivative works of, edit or change the System except as permitted herein; (e) refer to or otherwise use any part of the System as part of any effort to develop a product or service having any functional attributes, visual expressions, or other features or purposes similar to those of the System; (f) exceed the number or type of use agreed to and paid for; (g) interfere or attempt to interfere in any manner with the functionality or proper working of the System; (h) introduce any virus or disabling code into the System; (i) use the System in any manner that may damage or impair any intellectual property of Vendor or its licensors; or (j) use the System for any unlawful purpose, or to act in any manner that encourages conduct that would constitute a criminal offense, give rise to civil liability, or violate any other law or violate privacy or security policies from time to time. Without limiting the generality of the foregoing, the System (and the underlying information and technology) may not be exported or re-exported in violation of U.S. export control Laws. Rights to use any intellectual property of Vendor do not give the State User (or its Authorized Contractors) any right to implement or use Vendor patents.

- 5.4. Software. To the extent the Department, directly or indirectly, provides or delivers any software to the State User in connection with this License Agreement for installation on the State User's servers or personal computers or laptops, the State User will have a non-exclusive license to use the software solely in connection with its use of the System as contemplated hereunder. The State User shall not disassemble, decompile, or reverse engineer the software or remove any proprietary notices thereon. The software will be deemed part of and included in the definition of the System.
- 5.5. Security Requirements/Suspected Misuse of System.
 - 5.5.1. *Safeguarding Login Credentials*. The State User shall keep all login credentials provided by the Vendor or the Department secure and be solely responsible for limiting access to the System to the State User's designated, authorized administrative users. The State User shall promptly notify the Department of any unauthorized access to or use of the login credentials or System that becomes known to the State User.
 - 5.5.2. *Suspected Misuse of System*. If the Department notifies the State User that it or any of its Users are suspected of misusing the System (including but not limited to as a result of any violation of the license rights, limitations, or restrictions on use identified in this License Agreement or incorporated by reference herein), the State User shall be responsible for immediately correcting such misuse. The Vendor may be permitted to immediately remove the State User's or its User's access to the System if the State user fails to immediately correct such misuse or there is an immediate threat of harm to Vendor IP.
- 5.6. Vendor's Rights to Enforce Directly. Vendor shall be a third-party beneficiary of this License Agreement as it relates to any license rights, limitations, or restrictions set forth in this Section or otherwise incorporated by reference herein. Further, nothing in this License Agreement or the SIF Agreement shall be construed as precluding the Vendor from making any infringement or misappropriation claims against the State User as a result of any

infringement or misappropriation resulting from the State User's or its Users access to or use of the System. In addition, nothing in this License Agreement or the SIF Agreement shall be construed as limiting Vendor from seeking equitable relief to resolve any breach of the license rights, limitations, or restrictions on use identified in this License Agreement or incorporated by reference herein by a State User.

6. Confidentiality.

- 6.1. Access to Confidential Information. The State User acknowledges that the Department, Vendor, and their employees, agents, approved contractors and subcontractors may have access to State User Data that may otherwise be considered confidential by the State User in order for the Department to carry out its data collection and reporting duties and obligations, and for the Vendor to carry out its duties and obligations under the SIF Agreement. The State User will cooperate with the Department in complying with any of the terms and conditions set forth in the SIF Agreement applicable to State Users, including but not limited to those of or related to confidential information (see Section 12 (Confidentiality)), and the Department agrees to cooperate with the State User to safeguard and maintain the confidentiality of the State User's confidential information, subject to the terms of the SIF Agreement and applicable laws, rules, and regulations.
- 6.2. State User's Treatment of Vendor Confidential Information. Subject to applicable state, federal, and/or international laws, rules or regulations (including, without limitation, Iowa Code Chapter 22, 281 IAC 5, and any other applicable administrative rules adopted by the State of Iowa), to the extent the State User or its Users or Authorized Contractors has access to any Vendor Confidential Information as defined and described in the SIF Agreement, the State User shall protect and safeguard the confidentiality of such Vendor Confidential Information with at least the same degree of care as the State User would protect its confidential information, but in no event with less than a reasonable degree of care, and shall not disclose, publish, reproduce, disseminate or otherwise use any Vendor Confidential Information to any person or entity, except for the Department, administrative users of the State Users, and Authorized Contractors who: (i) need to know the Vendor's Confidential Information to assist the Department or State User in connection with its access to or use of the System; (ii) are informed by the State User of the confidential nature of the Vendor's Confidential Information; and (iii) are subject to confidentiality duties or obligations to the State User that are no less restrictive than the terms and conditions of the herein. If a request is made to a State User to view or otherwise access Vendor Confidential Information pursuant to applicable public records laws (including Iowa Code Chapter 22), or if the State User is otherwise directed to disclose Vendor's Confidential Information under the terms of a subpoena or lawful order or demand issued by a court or a governmental authority, the State User: (a) will, unless otherwise prohibited by law, promptly notify the Department and the Vendor in writing of the request, subpoena, order, or demand and circumstances surrounding the same not less than five (5) business days prior to the required disclosure; (b) consult with the Department and Vendor on the advisability of taking legally-available steps to resist or narrow any disclosure pursuant to the applicable law, order, or request and to cooperate with the other Department and Vendor in relation to any such steps; (c) use reasonable efforts not to release Vendor Confidential Information pending the outcome of any measures taken by Vendor to contest, otherwise oppose or seek to limit such disclosure by the State User and any subsequent disclosure or use of Vendor Confidential Information that may result from such disclosure, and otherwise reasonably cooperate with and provide assistance to Vendor regarding its pursuit of any such measures; (d) disclose only such portion of the Vendor's Confidential

Information or information as the State User is legally compelled to disclose and to, to the extent possible, exercise reasonable efforts to obtain an order or other reliable assurances that confidential treatment will be accorded to the Vendor's Confidential Information. Notwithstanding any such compelled disclosure by the State User, such compelled disclosure will not otherwise affect the State User's obligations hereunder with respect to Vendor Confidential Information so disclosed.

- 6.3. License to State User Data. The State User grants to Vendor and Vendor's employees, agents, and subcontractors who perform or provide services under the SIF Agreement a non-exclusive, non-transferable license to use, copy, store, host, process (including Process), display, distribute and transmit the State User Data solely as necessary for Vendor and Vendor's employees, agents, and subcontractors who perform or provide services under the SIF Agreement to perform their obligations under the SIF Agreement and solely to the extent as is otherwise consistent with and in accordance with the terms and conditions of the SIF Agreement.

7. **Indemnification.**

- 7.1. Indemnification Duties and Obligations. The State User agrees to indemnify and hold harmless the State of Iowa and Department, including its officers, employees, agents, and volunteers ("**Indemnitee(s)**") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including the reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or the Department) related to or arising from:
- 7.1.1. Any breach of this License Agreement;
 - 7.1.2. Any negligent, intentional, or wrongful act or omission of the State User or its Users or any agent or subcontractor utilized or employed by the State User related to its access to or use of the System;
 - 7.1.3. Any failure by the State User or its Users or any agent or subcontractor utilized or employed by the State User to comply with any applicable local, state, and federal laws, rules, ordinances and regulations applicable to State User related to its access to or use of the System;
 - 7.1.4. Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right caused, in whole or in part, by the State User or its Users or any agent or subcontractor utilized or employed by the State User's access to or Use of the System;
 - 7.1.5. Any failure by the State User or its Users or any agent or subcontractor utilized or employed by the State User to adhere to the confidentiality provisions of this License Agreement.
- 7.2. Claims. The State User's duties and obligations under this Section 7 (Indemnification) shall not be limited to third-party claims, but shall apply to and include first-party claims by or of any Indemnitee(s).
- 7.3. Survival. The State User's duties and obligations as set forth in this Section 7 (Indemnification) shall survive termination of this License Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this License Agreement or access to or use of the System, regardless of the date any potential claim is made or discovered by any Indemnitee(s).

7.4. Users Associated with Regents and State of Iowa Agencies. This Section 7 (Indemnification) shall be of no force and effect if the State User is or is part of an Iowa regent institution or State of Iowa agency.

8. **State User Warranties and Representations.** The State User is responsible for ensuring that and represents, warrants, and covenants that: (a) the delivery to the Department and Vendor and use, as permitted in the SIF Agreement, of State User Data by and through the System complies with all applicable laws; (b) the State User has all rights necessary to deliver the State User Data to the Department and Vendor through the System; (c) the State User Data, and its delivery or use as permitted under the SIF Agreement, does not (i) infringe any intellectual property rights or other proprietary, publicity or privacy rights of any third party, (ii) breach any contract the State or Department has with the State User, or (iii) violate the State User's or other applicable third parties' privacy policies; and (d) the State User has the full power, capacity, and authority to enter into this License Agreement and to make the grant of rights contained herein.

9. **Agreement Administration.**

9.1. No Employment Relationship. The State User, its employees, agents, and Authorized Contractors, are not employees or agents of the State of Iowa or any agency, division or department of the state, including the Department, by virtue of this License Agreement or the State User's and its User's access to or use of the System. Neither the State User nor any of its employees, agents, or Authorized Contractors shall be considered employees of the State of Iowa or any agency, division or department of the state, including the Department, for federal or state tax purposes as a result of this License Agreement.

9.2. Compliance with Law. The State User and its employees, agents, and Authorized Contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders in connection with this License Agreement or the State User's and its User's access to or use of the System, including but not limited to all laws applicable to the Processing of Personal Data.

9.3. Third-Party Beneficiaries. Except as set forth in the following sentence and Section 5.6 (Vendor's Right to Enforce Directly), above, there are no third-party beneficiaries to this License Agreement. This License Agreement is intended only to benefit the State, the Department, and the State User; provided that Vendor shall be a third-party beneficiary of this License Agreement as it relates to any license rights, limitations, or restrictions set forth herein or incorporated by reference herein, including but not limited to those set forth and incorporated by reference in Section (5) (License and Access/Use Restrictions), above.

9.4. SIF Agreement Incorporated by Reference. To the extent the SIF Agreement imposes any license rights, limitations, restrictions, or other duties or obligations on the State User directly, such license rights, limitations, restrictions, or other duties or obligations are incorporated into this License Agreement by reference as if fully set forth herein and shall be considered a duty and obligation of the State User under this License Agreement. The State User agrees to cooperate with the Department in ensuring any duties or obligations imposed on the State User in the SIF Agreement are satisfied.

9.5. Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this License Agreement without regard to any choice of law principles. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this License Agreement, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines,

Iowa, or in the United States District Court for the Southern District of Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available the State of Iowa, including the Department.

- 9.6. Assignment and Delegation. This License Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For the purpose of construing this clause, a transfer of a controlling interest in the State User shall be considered an assignment.
- 9.7. Not a Joint Venture. Nothing in this License Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this License Agreement.
- 9.8. Notice. Any and all legal notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency:

Legal Counsel
Office of the Director
Iowa Department of Education
Grimes State Office Building
400 E. 14th Street
Des Moines, IA 50309

If to the User: the individual identified as the Authorized Representative at their associated address as provided through the Department's Consolidated Application for Support and Accountability ("CASA") system utilized by the Department to facilitate the dissemination review, signature, and submission of this License Agreement by the State User to the Department.

Each such notice shall be deemed to have been provided: (a) At the time it is actually received; or (b) Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or (c) Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 9.9. Severability. If any provision of this License Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this License Agreement.
- 9.10. Supersedes Former Agreements. This License Agreement supersedes all prior agreements between the State User and the Department governing the State User's and its Users access to or use of the System.
- 9.11. Amendments. This License Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this License Agreement must be in writing

and fully executed by the parties.

- 9.12. Integration. This License Agreement represents the entire agreement between the parties with respect to the subject matter hereto. The parties shall not rely on any representation that may have been made which is not included in this License Agreement. Notwithstanding the foregoing, individual Users may be required to agree to a clickwrap/browserwrap agreement prior to their access and use of the System in order to ensure the license rights, limitations, or restrictions set forth herein or incorporated by reference herein are conveyed to Users at the point of access/use. By entering into this License Agreement, the State User authorizes individual Users to agree to/click through such clickwrap/browserwrap agreement on behalf of the State User. Such authorized clickwrap/browserwrap agreement shall be limited to the use and access restrictions applicable to State Users and Users set forth herein; any other terms and conditions not pertaining to the use or access of the System are void pursuant to the SIF Agreement between the Department and Vendor.
- 9.13. Authorization. Each party to this License Agreement represents and warrants to the other parties that: (a) It has the right, power and authority to enter into and perform its obligations under this License Agreement; (b) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this License Agreement, and this License Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 9.14. Successors in Interest. All the terms, provisions, and conditions of this License Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 9.15. Termination. Either party may terminate this License Agreement upon thirty days written notice to the other party. The unauthorized disclosure of confidential information shall be grounds for immediate termination of this License Agreement. Notwithstanding the foregoing, schools and school districts are required under Iowa Code section 256.9(44) to supply the data and reports related to this License Agreement to the Department in the manner prescribed by the Department; thus, schools and school districts may not terminate this License Agreement without the Department's prior written consent, and if this License Agreement is so terminated or otherwise terminated by the Department, an alternative means of reporting will be required by the Department.
- 9.16. Counterparts and Electronic Signatures. This License Agreement may be executed in several counterparts, all of which when taken together shall constitute an agreement between the parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this License Agreement so executed shall constitute an original. Documents executed, scanned and transmitted electronically and electronic signatures (including signatures effectuated by clicking "Submit" by an authorized representative of the State User and submission through the CASA system) shall be deemed original signatures for purposes of this License Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This License Agreement and any other document necessary for the consummation of the transaction contemplated by this License Agreement may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("**E-Sign Act**"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act, codified at Iowa Code chapter 554D ("**UETA**"), and any applicable state law. Any document accepted, executed

or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above License Agreement and have caused their duly authorized representatives to execute this License Agreement.

Signature Superintendent or Non-Public Administrator

Date: _____

Printed

Name of School District or Non-public School

Ryan M. Wise

Ryan M. Wise, Ed.L.D.,
Director
Department of Education

Date: 7-25-19

Independent Contractor Agreement

Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Tyler Hendrickson, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's High School Orchestra Program.

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

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

Wednesdays during orchestra class

2. **TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$_____ OR at a rate of \$ 60.00, not to exceed \$_____ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.

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

A teaching space

4. **TERM:** This Agreement shall begin on August 28th, 2019 and shall continue in effect until May 31, 2020, unless earlier terminated by either party in accordance with section 11.

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

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

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

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

This Agreement signed and dated this 28 day of August, 2019.

Independent Contractor

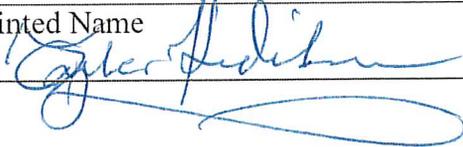
Linn-Mar Community School District

By: TYLER HENDRICKSON

By: _____

Printed Name

Printed Name: _____



Title: _____

Title: _____

Board President



Excursions and Trips Request Form

Code 603.3-R2

Date Request Received by CFO/COO: Aug 30, 2019

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer not less than four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized.

Overnight excursions/trips require prior approval of the building administrator, the superintendent or designee, and the Board of Directors. In authorizing excursions/trips, the building principal shall consider the financial condition of the school district, the educational benefit of the activity, the inherent risks or dangers of the activity, and other factors deemed relevant by the superintendent including the participation of the membership of the regular activity group. Students who have graduated may not participate in school sponsored excursions/trips unless the event is sanctioned by the state athletic associations.

The request will include:

- ✓ Rationale for the excursion/trip including the purpose and objectives
- ✓ Clarification if request is dependent upon pre-qualifying for event
- ✓ Detailed plans for student supervision
- ✓ Proposed itinerary
- ✓ Cost and source of funding
- ✓ Number of student participants
- ✓ Copy of required participation paperwork

1. Within three weeks of the completion of the excursion/trip the sponsor shall submit a written summary of the event to the building principal.
2. The building will be responsible for obtaining a substitute teacher if one is needed.
3. Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

Excursion/Trip Criteria: The following checklist **must be** signed and submitted to the Chief Financial/Operating Officer with required documentation not less than four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized:

Group: FBLA Submitted by: Barb Schultz
(Examples: Robotics, FBLA, etc.) (Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and ". . . is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3.	
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.	
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	
Building Principal Approval			Date <u>8/23/19</u>
Chief Financial/Operating Officer Approval			Date <u>8/30/19</u>
Board of Directors Approval			Date

Overnight Field Trip Request Form

Linn-Mar Future Business Leaders of America to attend the FBLA State Fall Leadership Conference
October 13-14, 2019, Des Moines, IA

Purpose: What is the purpose of this field trip/work site visit?

The Future Business Leaders of America State Fall Leadership Conference (SFLC) is a two day conference which allows students interested in business to develop a more in-depth view of business practices in the "real world". It also allows students to fine-tune their skills to make themselves more employable, more aware of careers in business fields, and it allows them to network with students from other school districts, as well as professionals that speak at and lead workshops at these conferences. The State Fall Leadership Conference consists of general sessions, special interest sessions, seminars, workshops, tours and other leadership development activities.

Pre-Planning: How are you planning to maximize the learning experiences of students on this field trip/work site visit?

Students are given a framework to attend sessions throughout the two-day conference, but are encouraged to go to the sessions they are attracted to and feel compelled to learn more about. We feel that by putting the decisions in the hands of the students, they often are more satisfied with their experience. While many of our students may take business-related courses after high school, the career skills often addressed far outreach one area. Workshops often are related to all-encompassing skills and topics such as resume-writing, career exploration, proper business attire, college searches, and networking, to name a few.

Students have been in meetings at the local level and have joined committees within our chapter, and we feel that by doing this early, students not only can look for session in their own interest-groups, but also the interests for others and specifically in relation to these small groups. Students can talk with other students from other high schools and chapters about their committee topics and see and hear what others are doing, and share their own ideas. In addition, many of the things learned here will help student later this year as they prepare to compete in selected business events at the State, and possibly National Conferences.

Follow-Up: Explain a follow-up plan that will maximize the learning experiences of students on this field trip/work site visit?

Upon returning to Linn-Mar, students will be asked to share their experiences with those that were unable to attend, and many will also take their experiences one step further this fall when attending the National Fall Leadership Conference in November. Those that attend the National Conference will experience a similar conference, but one that is on a larger scale (bigger budget, more students, more diversity, more sessions to choose from). For all who attend, as members of our chapter's committees (fundraising, community service, state conference, and event preparation), students can bring a knowledge of what kind of things have been done at other schools and implement similar programs here at Linn-Mar, in an effort to give our chapter a newer, fresher feel, instead of doing activities that are less than continue to be done, even attendance has been less than desirable.

Assessment: How will students be required to demonstrate their understanding of the learning expected from this experience?

Students will be required to attend sessions and summarize what they learned while at the conference. Summary forms will be distributed to the students prior to their first session and are due to the advisers in attendance following the conference.

Funding: Describe your sources of funding that meets both Department of Education and District guidelines.

Students will pay their own registration and hotel expenses to attend this conference. Each student will pay a total of \$120 that covers registration, hotel, Sunday and Monday lunch and adviser expenses.

Common Experience: What are the benefits of this field trip/work site visit that ensure all students at this grade level/activity will have the experience they should?

Students should find that by attending this year's conference, they will be able to be a more productive member of any experience they might be part of. Many of the sessions are designed with the idea that these students are not only involved in their particular CTSO, but also active in other activities at his/her respective schools. Some students may find they are less hesitant during a large group meeting while others may be inspired to challenge themselves. Many will likely find traits within themselves they never knew existed, and want to share it with their peers.

Multi-Disciplinary: Address how this field trip/work site visit will address more than one curricular area and how it offers the opportunity for curriculum integration.

Students who attend this year's conference will experience a wealth of information that they can not only use right away as high school students, but also throughout their life in whatever career path they might follow. Many students will be exposed to a wealth of new opportunities, while some might be inspired to follow a specific career path. Some will learn valuable leadership skills while others will simply learn how to make a good impression upon others. Regardless of what sessions students attend, they should all discover how to act more professional, lead fellow students within our local chapter, and how to begin a path of success during and after their high school career.

Participants

For student confidentiality, participant names are not listed.

Overnight Accommodations

Hotel: Holiday Inn & Suites

4800 Merle Hay Road, Urbandale, IA 50322

For student confidentiality, participant hotel assignments are not listed.

Itinerary

Sunday, October 13

9:30 am	Leave Linn-Mar
11:30 am	Arrive downtown Des Moines for lunch
1:00 pm	Registration & Chapter Check-in – Business Professional Dress Required
2:30-4:00	Opening Session w/ Keynote Adam Carroll
4:10-5:20	Workshops
6:15-8:30	Dinner/Association Meetings
9:30-11:30	Activities/Closing Session
Midnight	Curfew

Monday, October 14

7:30-8:30 am	Breakfast
8:30 am	Opening Session
9:30-11:30 am	Career Focused Workshops
11:30 am	Closing Session
12:30-1:00	Chapter Lunch
1:30-3:15	Tour Business-Raygun
3:30pm	Return to Linn-Mar

Mode of Transportation

Linn-Mar FBLA will submit a transportation request for a bus.

Conference Expenses

Conference registration, payable to FBLA-PBL \$60

Lodging, payable to Iowa FBLA \$700.00

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Change Order

PROJECT: *(Name and address)*
 18245000 Linn-Mar CSD
 3920 35th Avenue
 Marion, Iowa 52302

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: 05/30/2019

CHANGE ORDER INFORMATION:
 Change Order Number: 002
 Date: September 4, 2019

OWNER: *(Name and address)*
 Linn-Mar Community School District
 3555 10th Street
 Marion, Iowa 52302

ARCHITECT: *(Name and address)*
 OPN Architects
 200 Fifth Ave SE, Suite 201
 Cedar Rapids, Iowa 52401

CONTRACTOR: *(Name and address)*
 Larson Construction
 PO Box 112
 Independence, Iowa 50644

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.)

CR 5 Elevator Pit Tile	RFI 10	\$ 4,193.70
CR 7 Door/Frame Revisions	ITC 6	\$ 417.90
CR 8 Backflow Preventer Clarification (CREDIT)	ITC 9	(\$ 314)
CR 11 Structural Clarifications	ITC 7	\$16,029.47
CR 12.1 South Geo Well Pumps	ITC 11	\$12,987.47
TOTAL		\$33,314.54

The original Contract Sum was	\$ 28,449,000.00
The net change by previously authorized Change Orders	\$ 2,899.14
The Contract Sum prior to this Change Order was	\$ 28,451,899.14
The Contract Sum will be increased by this Change Order in the amount of	\$ 33,314.54
The new Contract Sum including this Change Order will be	\$ 28,485,213.68
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

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.

OPN Architects
ARCHITECT *(Firm name)*

 SIGNATURE
 Vicki Hyland
 PRINTED NAME AND TITLE
 9/9/19
 DATE

Larson Construction
CONTRACTOR *(Firm name)*

 SIGNATURE
 Doug Larson
 PRINTED NAME AND TITLE
 09/06/19
 DATE

Linn-Mar Community School District
OWNER *(Firm name)*
 SIGNATURE
 Sondra Nelson, Board President
 PRINTED NAME AND TITLE
 DATE