



Inspire Learning. **Unlock Potential. Empower Achievement.**

**Linn-Mar Community School District Board of Education
April 24, 2017 - Work Session Minutes**

100: Call to Order and Determination of a Quorum

President Isenberg called the meeting to order at 5:00 PM. Roll was taken. Absent: Green

200: Adoption of Agenda Motion 172-04-24

Motion Patterson, second Nelson to approve the agenda. Voice vote. All ayes.

300: Work Session

301: District Restructuring Plan Update

Exhibit 301.1

Roger Worm from OPN, along with other OPN representatives, brought the board up-to-date on the work of OPN, the Steering Committee, and the district Facility Committee. He began with the original RFP and shared with the board the evaluation and assessment work that OPN has done up to this point. He explained why the original plan was not feasible due to the cost of converting Excelsior to an 8/9 Center. He explained how the current proposed plan of two 5/6 buildings was created through the evaluations and committee work. It was stressed that nothing is finalized but the consensus of the board to move forward in this direction was needed at this time to continue to work towards a September bond vote. After his presentation the board asked questions and had a dialogue with the OPN representatives. It was determined that the board was in favor of moving forward with the proposed plan.

302: Board Learning

Exhibit 302.1

The *Board Operations Manual* and *Committee Commissions* were presented for final discussion. It was decided to change the language of "emotional intelligence" to "collaborative spirit". The board also discussed the superintendent evaluation that will be completed in June.

400: Adjournment Motion 173-04-24

Motion AbouAssaly, second Weaver to adjourn at 6:38 PM. Voice vote. All ayes.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

**Linn-Mar Community School District Board Meeting
April 24, 2017 – Regular Meeting Minutes**

100: Call to Order and Determination of a Quorum

President Isenberg called the meeting to order at 7:00 PM. Roll was taken. Absent: Green

200: Adoption of the Agenda *Motion 174-04-24*

Motion Patterson, second Nelson to approve the agenda. Voice Vote. Motion carried.

300: Recognitions/Proclamations

301: Teacher Appreciation Week

President Isenberg read a proclamation announcing May 1st-5th as Teacher Appreciation Week.

302: School Board Recognition Month

Morrison read a proclamation announcing May 2017 as School Board Recognition Month:

400: Audience Communications

500: Resolutions/Opening of Bids/Public Hearings

600: Informational Reports

601: City of Marion

Exhibit 601.1

Mayor Nick AbouAssaly shared an update on the City of Marion. He talked about population trends, future development plans, and the City's strategic focus. He also expressed appreciation that a board member attends the City Council meetings.

602: Policy Committee:

On April 12th the committee reviewed the *Committee Commissions* and discussed a board learning calendar that will be developed over the next few months.

603: Finance/Audit Committee:

On April 20th the committee reviewed the lease agreement for the modular classroom at Indian Creek Elementary and discussed the ATM contract with Farmers State Bank and the contract with Performance Therapies. They also reviewed a possible funding scenarios for the bond projects.

604: Marion City Council:

Patterson reported there was nothing discussed related to Linn-Mar at the April 20th meeting.

605: Board Book:

Refer to exhibit 602.4

Dr. Shepherd highlighted items from the *Board Book*. He pointed out that the Transportation building will be the reunification site for all evacuations district-wide.

700: Unfinished Business

701: Approval of Board Operations Manual ***Motion 175-04-24*** *Refer to Exhibit 302.1*
Motion Patterson, second AbouAssaly to approve the amended *Board Operations Manual*, which includes the *Committee Commissions* for SIAC, CTE, Policy and Finance/Audit. Voice Vote. All ayes. Motion Carried.

702: Approval of Land Purchase ***Motion 176-04-24*** *Exhibit 702.1*
Motion AbouAssaly, second Weaver to approve the purchase of land from Vaughn Farms for \$1,197,125.00 (*\$30,500 per acre*) legally described as the SW ¼ NE of Section 29, Township 84 North, Range 6 West of the 5th PM, Linn County, Iowa consisting of 39.25 taxable acres more or less. Voice Vote. All ayes. Motion Carried.

703: Resolution to Publish Amended FY17 Certified Budget and Set Public Hearing *Exhibit 703.1*
Motion 177-04-24
Motion Patterson, second AbouAssaly to approve the resolution authorizing the publication of the amended Fiscal Year 2017 Certified Budget on April 27, 2017; and setting a public hearing date of May 8, 2017. Voice vote. All ayes. Motion Carried.

800: New Business

801: FY18 Administrators/Managers/Exempt Staff Salaries ***Motion 178-04-24***
Motion Gadelha, second AbouAssaly to approve the administrators, managers, and exempt staff salaries for fiscal year 2018 at an increase of 1.11%. Voice vote. All ayes. Motion carried.

802: Open Enrollments ***Motion 179-04-24***
Motion AbouAssaly, second Patterson to approve the open enrollment requests as presented. Voice vote. All ayes. Motion carried.

Approved In

Name	Grade	Residing District	Reason
Spittler, Damian	K	Marion Independent SD	On time
Teff, Holden	K	Marion Independent SD	On Time

Approved Out

Name	Grade	Receiving District	Reason
Anderson, Rhapsody	1 st	Clayton Ridge	Good Cause

900: Consent Agenda

901: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Bohr, Amy	OR: 6 th Gr Language Arts Teacher	8/15/17	MA Step 17
Cortez, Rebecca	HS: From Student Support Associate to Academic Intervention Teacher	8/15/17	BA Step 1
Holub, Heath	From Four Oaks/ATLAS Teacher to EX Instructional Strategist BD Teacher	8/17/17	Same
Klein, Gina	EX: Vocal Teacher	8/15/17	BA+12 Step 4
Kloser, Amanda	HS: English Teacher	8/15/17	MA Step 1
Pisarik, Joseph	HS: Science Teacher	8/15/17	BA+24 Step 14
Potter, Amanda	WE: Principal	7/1/17	\$83,000/year

Name	Assignment	Dept Action	Salary Placement
Rickels, Jennie	OR: 7 th Gr Science Teacher	8/15/17	BA Step 5
Smith, Sean	HS: From Instructional Strategist II/BD Teacher to Instructional Strategist I	8/17/17	Same
Whetstone, Michael	HS: Science Teacher	8/15/17	MA Step 1

Certified Staff: Extended Leave of Absence

Name	Assignment	Dept Action	Reason
Larson, Carrie	NE: Instruction Strategist I	2017-18 School Year	Temporary Relocation
Ward, Karen	WE: 5 th Gr Teacher	2017-18 School Year	Family Care

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Robinson, Jason	OR: PE/Health Teacher	6/2/17	Personal
Young, Dawn	Compass Supervisor	4/21/17	Personal

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Dirks, Tim	From WF to LRC Custodian	4/17/17	Same
Entas, Jami	From District Floater Custodian to WF Custodian	4/17/17	Same
Fetters, Amanda	AC: Aquatic Instructor	4/12/17	\$11.00/hour
Ford, Lainey	AC: Aquatic Instructor	4/17/17	\$11.00/hour
Harms, Yovonne	From IC to EX Custodian	4/17/17	Same
Noltensmeier, Kelly	O&M: Summer Help	6/1/17	\$9.50/hour
Randklev, Derek	O&M: Summer Help	5/22/17	\$9.75/hour
Ryan, Kevin	From EX Custodian to District Floater Custodian	4/17/17	Same
Terranova, Stephanie	LRC: Receptionist/Office Assistant	5/1/17	\$15.25/hour
Vilardo, Christine	AC: Aquatic Instructor	4/17/17	\$12.00/hour
Webber, Kelsey	AC: Aquatic Instructor	4/17/17	\$11.00/hour
Wempen, Lucas	O&M: Summer Help	5/15/17	\$10.00/hour
Willard, Diana	From HS to Success Student Support Associate	4/25/17	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Albert, Jenna	HS: Student Support Associate	4/21/17	Other Employment
Bray, Megan	Success: Student Support Associate	3/20/17	Termination
Clark, Alison	OR: Interpreter	5/31/17	Personal

Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Herrera, Sami	HS: Assistant Varsity POM Coach	5/1/17	\$1,100
Johnson, Suzanne	HS: Assistant Varsity POM Coach	5/1/17	\$1,100
Lehman, Jay	From Asst Varsity to JV/Asst Varsity Football Coach	8/1/17	\$5,326
Miles, Ed	From Asst 9 th Gr to Asst Varsity Football Coach	8/1/17	\$4,261

Extra-Curricular: Resignation

Name	Assignment	Dept Action	Reason
Bark, Travis	HS: Assistant Varsity Football Coach	4/13/17	Personal
Becker, Kristin	HS: Head 9 th Gr Girls Basketball Coach	4/10/17	Personal
Robinson, Jason	OR: Asst 8 th Gr Football Coach	4/11/17	Personal
Tompkins, Melissa	OR: Asst 8 th Gr Volleyball Coach	4/11/17	Personal

902: Approval of April 24th Minutes

Exhibit 902.1

903: Approval of Bills

Exhibit 903.1

904: Approval of Contracts

Exhibits 904.1-10

1. Memorandum of understanding with Kirkwood Community College Workplace Learning Connection for the 2017-18 school year for a total of \$17,899.50.
2. Cooperative agreement with the University of Northern Iowa for student teaching and field experience placement for the 2017-18 school year.
3. Memorandum of understanding with Luther College for student teaching and field experience placement for the 2017-18 school year.
4. Agreement with Morningside College for student teaching and field experience placement for the 2017-18 school year.
5. Agreement with Elite Photography for exclusive rights to commencement photography for the 2017-18 school year
6. Agreement with Farmers State Bank to establish a satellite terminal (ATM) as defined in Iowa Code Section 527.2 at the High School.
7. Agreement with Performance Therapies for strength and conditioning coordinator and services for the 2017-18 school year.
8. Agreement with the City of Cedar Rapids for private storm water detention pertaining to the Westfield Elementary parking lot.
9. Amendment to professional services agreement with DLR Group for additional services associated with the High School renovation project. *(Expense covered by contractor – Larson Construction)*
10. Agreement with Recover Health of Iowa for skilled nursing services for a child with special needs for 2016-17 school year, including summer school of 2017.
11. Interagency agreements for Special Education programming with Cedar Rapids CSD (3), College CSD (1), and Muscatine CSD (1). *For student confidentiality exhibits are not provided.*

905: Informational Reports

Exhibits 905.1-2

1. Financials and Cash Balance as of March 31, 2016
2. Financials and Cash Balances as of March 31, 2017

906: Disposition of Obsolete Equipment

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

907: Items Removed from the Consent Agenda for Separate Action

908: Approval of the Consent Agenda ***Motion 180-04-24***

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

1000: Communications, Announcements, and Transmittals

1001: Board Communications

Communication and calendar items were reviewed. Items that were mentioned for future discussion were tennis courts and summer reading programs. It was emphasized that the communication for the bond vote needs to be very detailed. Everyone was also encouraged to attend the Volunteer 100-Hour Luncheon to show appreciation to our district volunteers.

1002: Calendar

Date	Time	Event	Location
April 25 th	7:30 AM	LM Foundation Board Meeting	Boardroom
April 26 th	4:30 PM	Special Education Advisory	Boardroom
Date	Time	Event	Location
May 1 st -5 th	N/A	Teacher Appreciation Week	District-wide
May 2 nd	Noon	SODA/Try Luncheon	Indian Creek Country Club
May 3 rd	5:00 PM	LIONS Awards & Volunteer Reception	Boardroom
May 4 th	5:30 PM	Marion City Council	City Hall
May 4 th	6:30 PM	PTO Advisory with Dr. Shepherd	Boardroom
May 5 th	Noon	Lunchtime Learning with Dr. Shepherd	Boardroom
May 8 th	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	Boardroom
May 10 th	3:45 PM	Career & Technical Education (CTE)	Boardroom
May 17 th	Noon	Policy Committee	Superintendent's Conference Room
May 18 th	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
May 18 th	5:30 PM	Marion City Council	City Hall
May 19 th	10:00 AM	Iowa Education Director Ryan Wise Visit	High School
May 22 nd	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	Boardroom
May 23 rd	7:30 AM	LM Foundation Board Meeting	Boardroom
May 24 th	Noon	100-Hour Volunteer Luncheon	Lowe Park
May 25 th	4:00 PM	School Improvement Advisory (SIAC)	LRC Room 5
May 28 th	1:00 PM	High School Graduation	US Cellular Center
May 29 th	N/A	Memorial Day/No School/LRC Closed	District-wide
May 31 st	N/A	Last Day of School	District-wide
Date	Time	Event	Location
June 1 st	N/A	K-12 Professional Learning Day	District-wide
June 2 nd	N/A	K-8 Teacher Work Day/9-12 Comp Day	District-wide
June 8 th	5:30 PM	Marion City Council	City Hall
June 12 th	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	Boardroom
June 22 nd	7:30 AM	Finance/Audit Committee	Superintendent's Conference Room
June 22 nd	5:30 PM	Marion City Council	City Hall
June 27 th	7:30 AM	LM Foundation Board Meeting	Boardroom

1100: Adjournment ***Motion 181-04-24***

Motion AbouAssaly, second Patterson to adjourn at 7:48 PM. Voice vote. All ayes. Motion carried.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Minutes submitted by Angie Morrison

Linn-Mar Community School District

Educational Facility Planning & Capital Bond Planning Services



Our Team

OPN Architects



ROGER WORM

Principal-In-Charge



SUSAN BOWERSOX

Project Manager



VICKI HYLAND

K-12 Specialist



CARLY WEBER

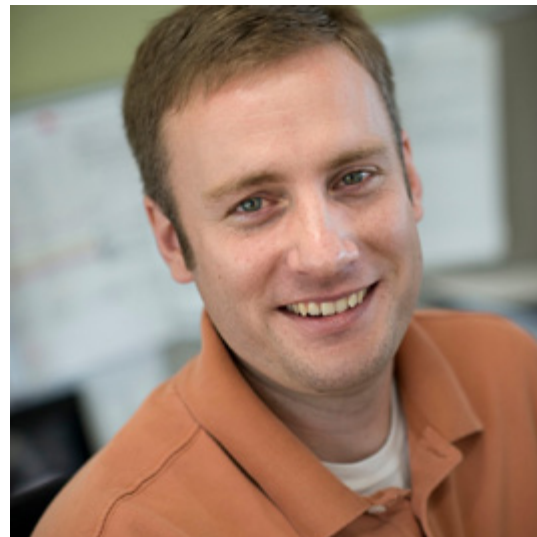
Marketing Director

Design Engineers



KELLY HARRER

Principal-in-Charge



JONATHAN GETTLER

Lead Engineer

Hall & Hall



BRENT JACKMAN

Principal-in-Charge



LAUREN HOFFMAN

Landscape Architect

OPN K-12

AT A GLANCE

7

LINN-MAR PROJECTS

Linn-Mar Community

DES MOINES COMMUNITY

Marion Independent

college community

Indianola Community

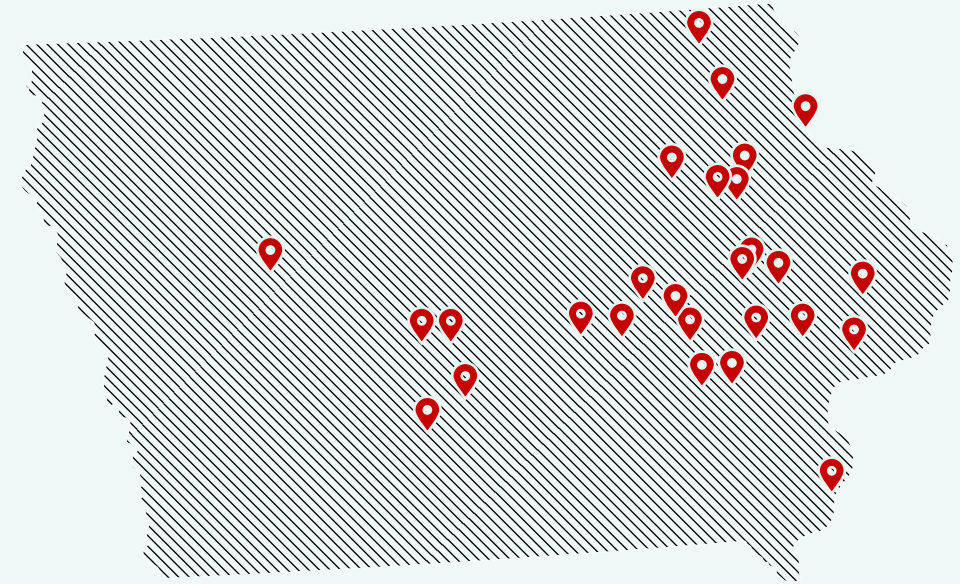
IOWA CITY COMMUNITY

75%

REPEAT
CLIENTS

30+

school districts served



MORE THAN

30

years of k-12 experience

FUNDRAISING SUPPORT

\$150 MILLION in secured funds

10 REFERENDA passed

30+

new building projects

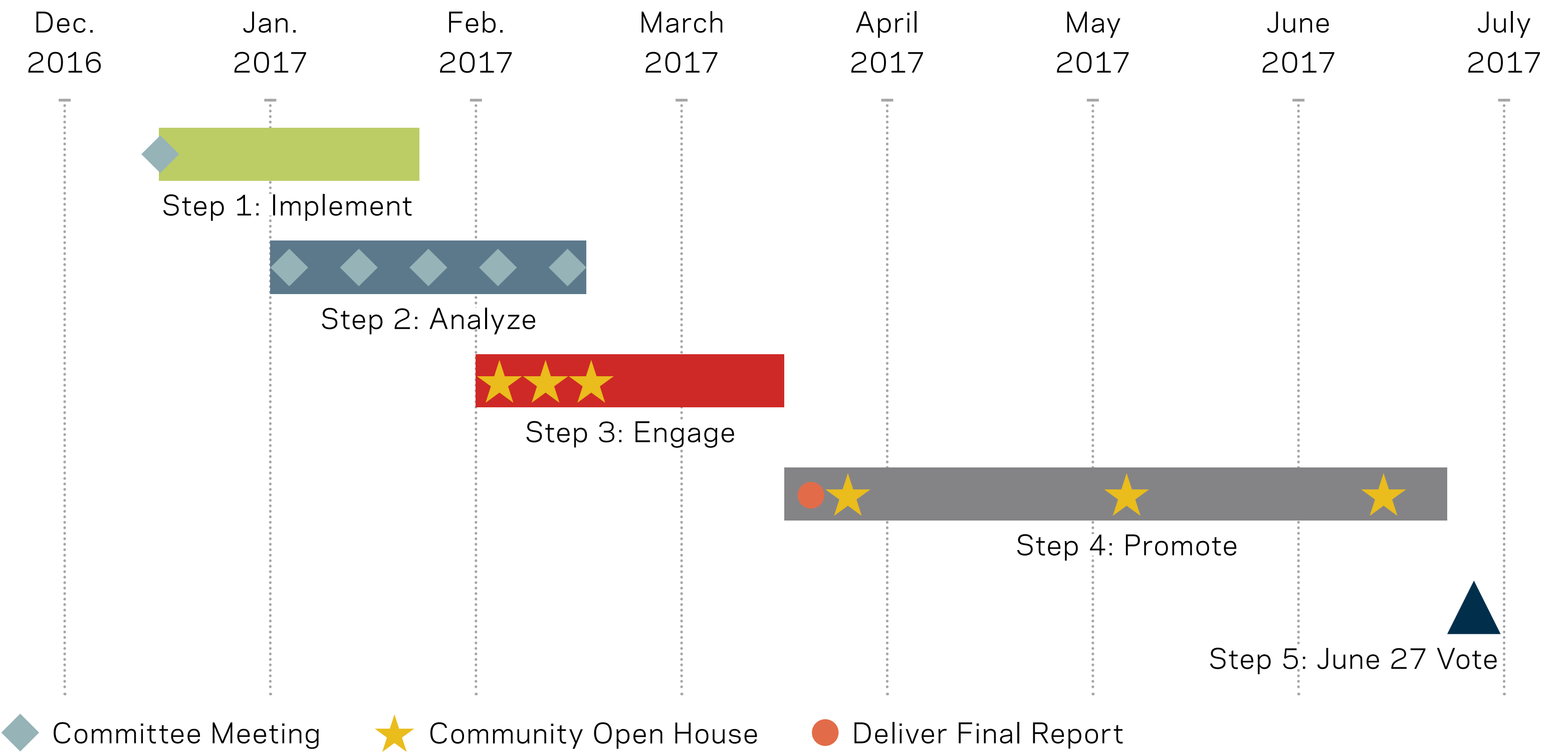
40+

renovations, remodels,
& additions

Where we started

Original Schedule

December 2016 – June 27, 2017

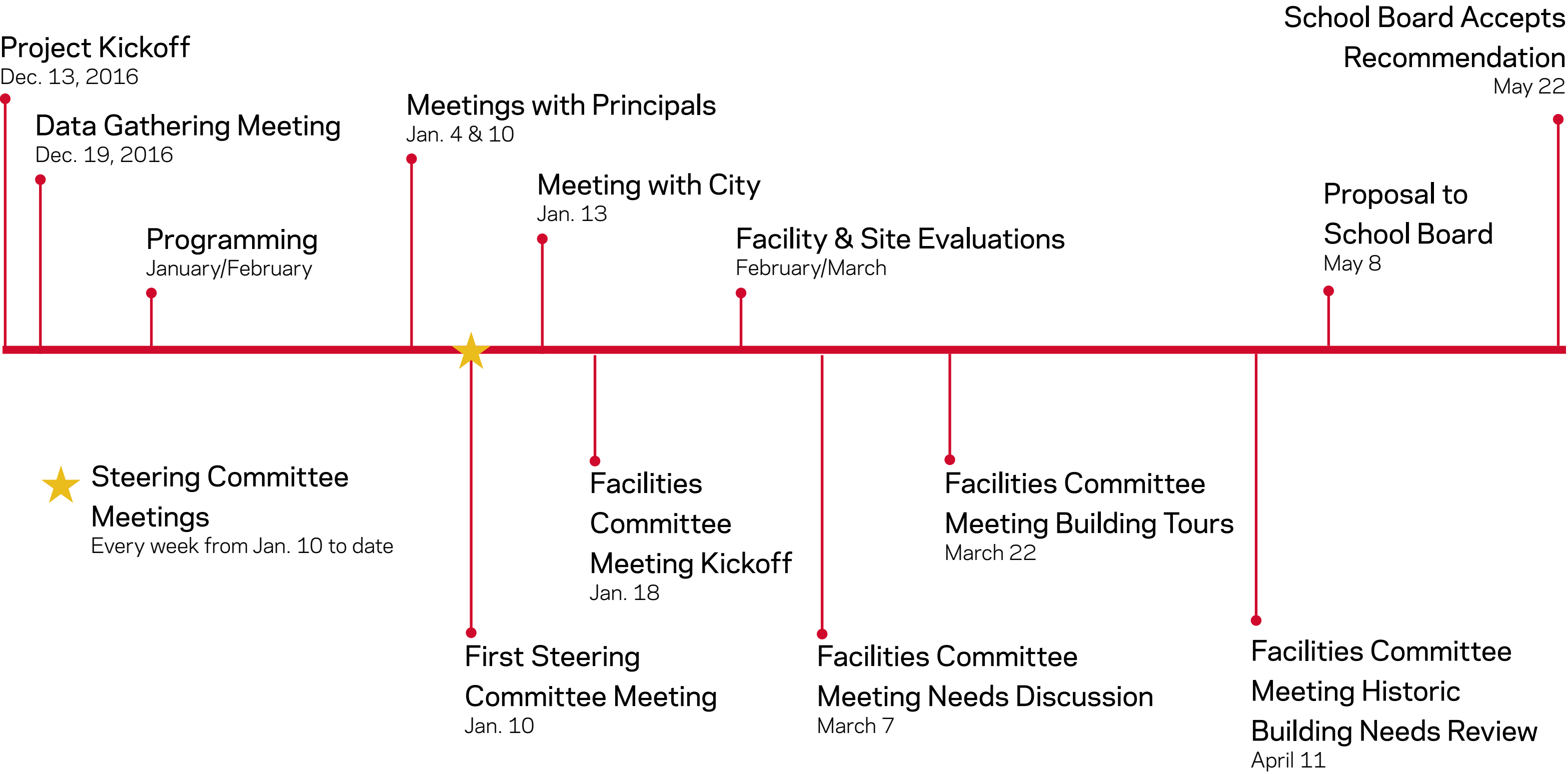


Original Scope + Goals

Master planning, conceptual design, and community engagement services for the District's future capital bond campaign.

- K-4 elementary buildings
- Renovate historic buildings
- Oak Ridge becomes 5-7 building
- New 5-7 building
- Excelsior becomes 8-9 building
- High School serves grades 10-12

Timeline To-Date



Restructuring Plan

Existing

Excelsior
6-8

Oak Ridge
6-8

Bowman
Woods
K-5

Indian
Creek
K-5

Wilkins
K-5

Restructuring Plan

Existing

Excelsior

6-8

Oak Ridge

6-8

Bowman
Woods

K-5

Indian
Creek

K-5

Wilkins

K-5

Original Proposal

New

5-7

Oak Ridge

5-7

Excelsior

8-9

Bowman
Woods

K-4

Indian
Creek

K-4

Wilkins

K-4

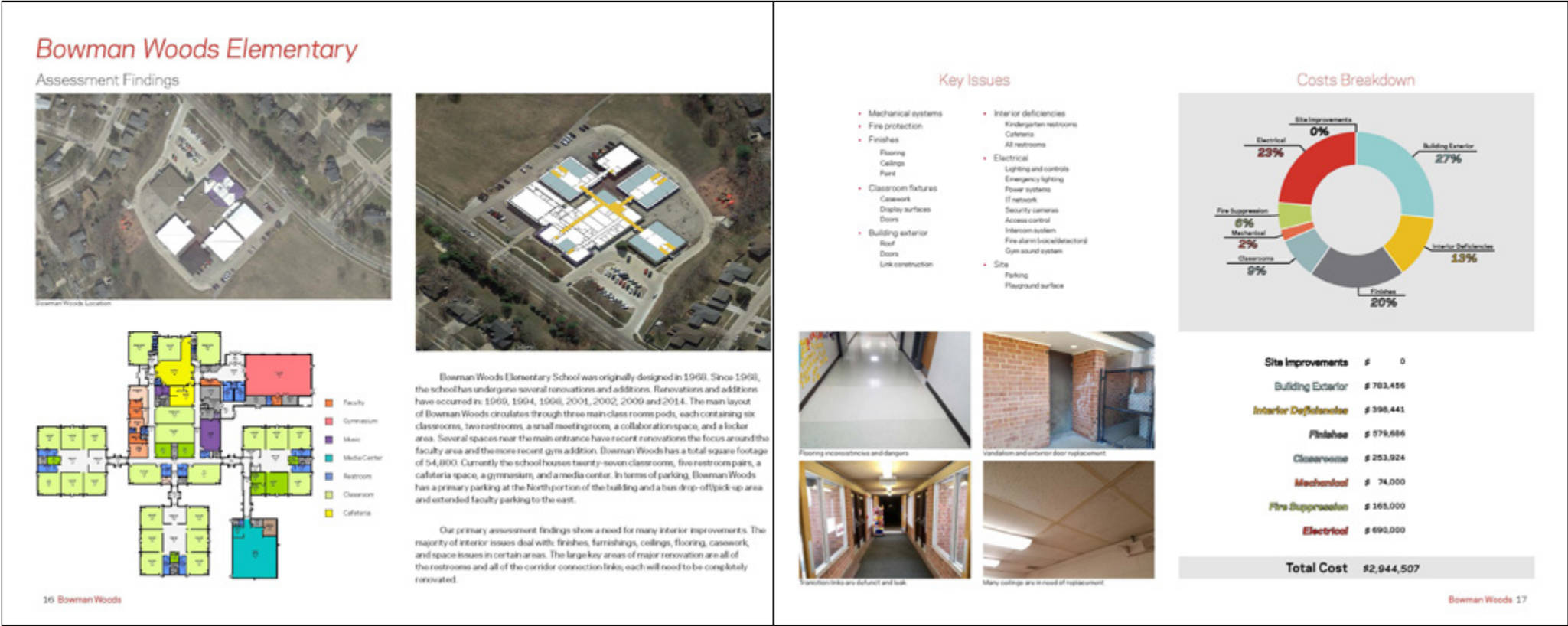
Our Process

Information Gathering + Evaluation

- Gathered and digitized district drawings
- Reviewed Excelsior, Oak Ridge, Bowman Woods, Indian Creek, Wilkins floor and site plans
- Gathered background from district administration
- Met and walked facilities with school principals
- Weekly meetings with cabinet steering committee
- Site assessments and facility walkthroughs



Facilities Evaluation Report



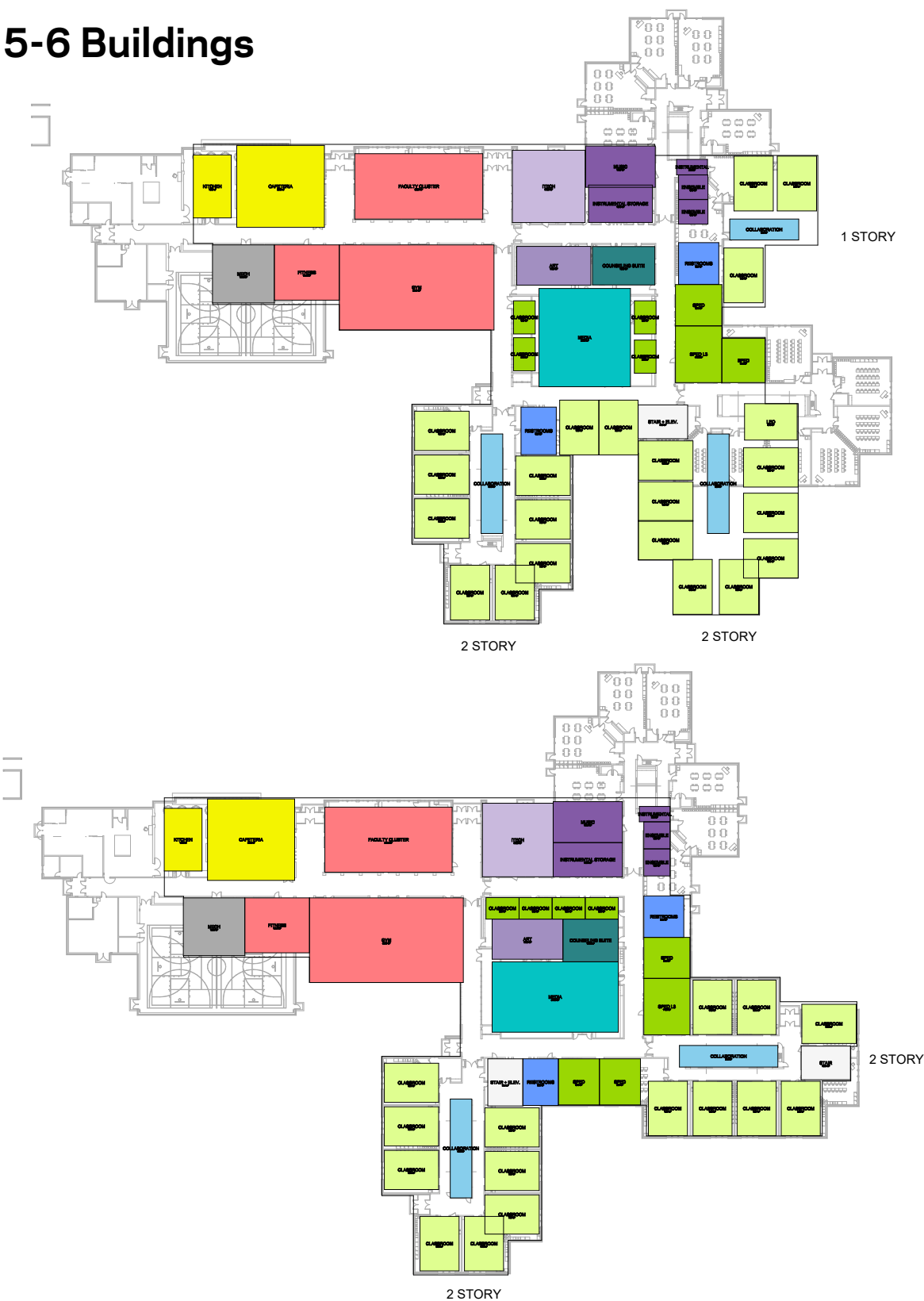
Collaboration with Steering Committee

- Curriculum and programming exercises
- Conceptual planning of multiple scenarios
- Initial cost estimates and options
- Communication

5-6-7 Program Overall plan for approximately 400/grade		
Name (additional description)	Room Count	Square Footage
presentation room	1	
computer classroom by library	1	
science room (including prep room) (7th)	4	
general classroom (16 5th, 16 6th, ? 7th)	48	
special education apartment	1	
special education large classroom	4	
special education small classroom	3	
leo classroom	1	
ell classroom	1	
small classrooms (4-10 kids)	4	
teacher lounge	1	
lobby - needs to be ample size	1	
administrative office area	1	
principal's office	1	
assistant principal's office	2	
Grant Wood/SRO room shared	1	
administrative assistants area (3 person)	1	
large conference room	1	
server room (technology)	1	
nurse's office (3 cots, bathroom, separate shower)	1	
staff work room / storage room	2	
counselor's reception area	1	
counselor's office	4	
counselor's meeting room	2	
school store with transaction surface	1	
art room	2	
storage room	2	
kiln room	1	
multipurpose room (400 kids per lunch period)	1	
serving lines (4 lines)	1	
kitchen	1	
head cook office	1	
restroom	1	
dishroom	1	
music area		
5th grade general music	1	
storage	1	
office / lesson room	1	
orchestra room	1	
office / lesson room	1	
instrument storage	1	
practice room	2	
instrumental music	1	
office / lesson room	2	
practice room	3	
ensemble practice room (large) shared	1	

Curriculum & Programming Updates

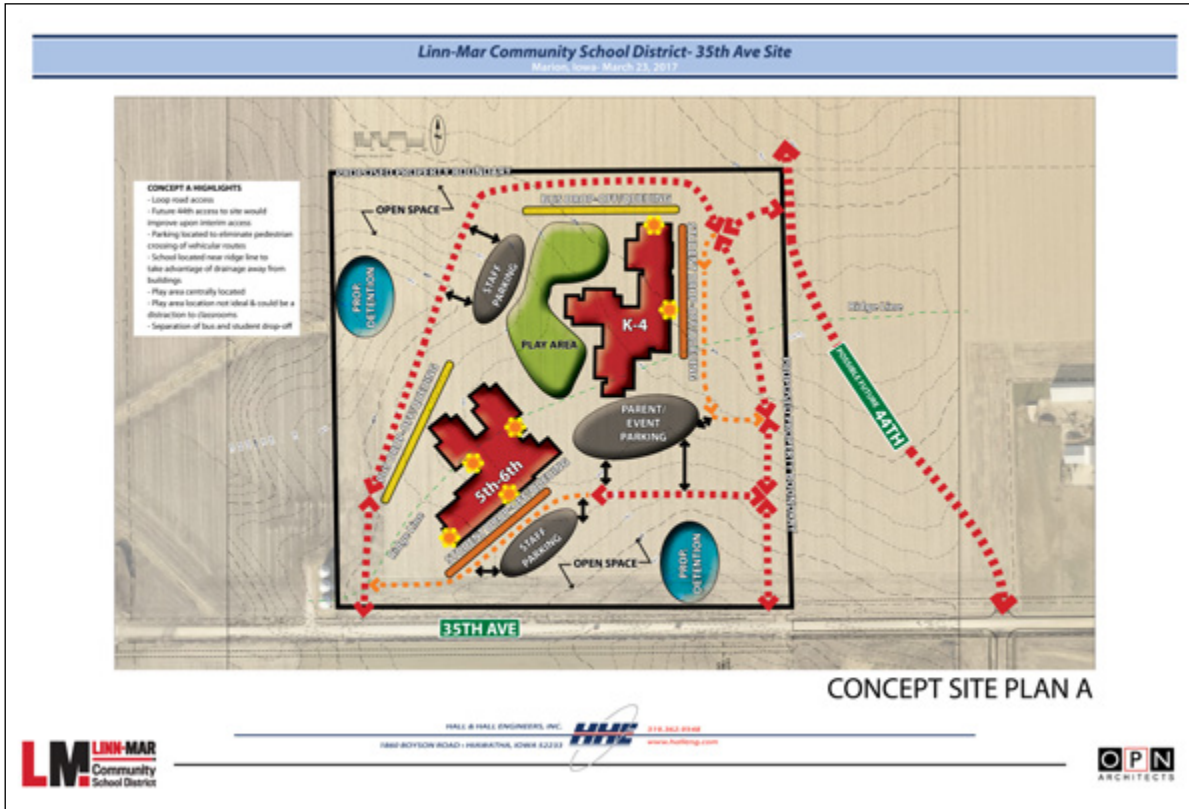
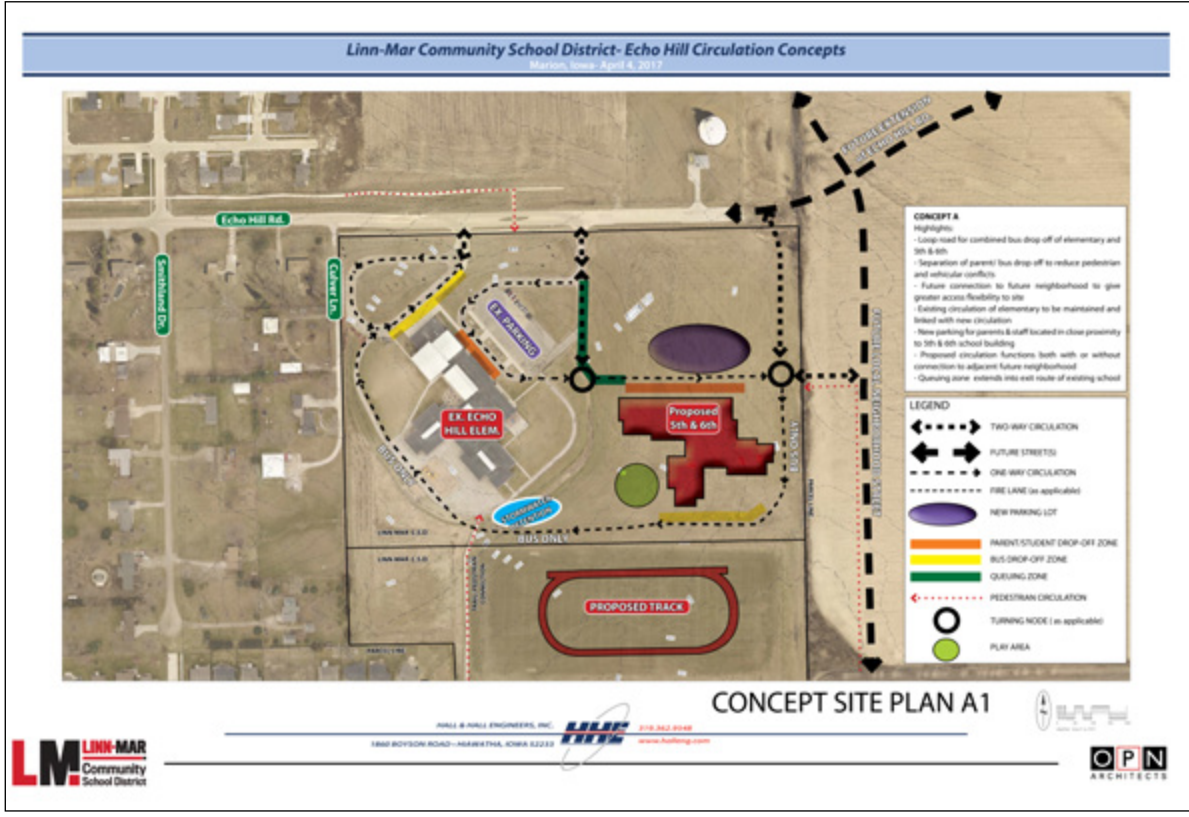
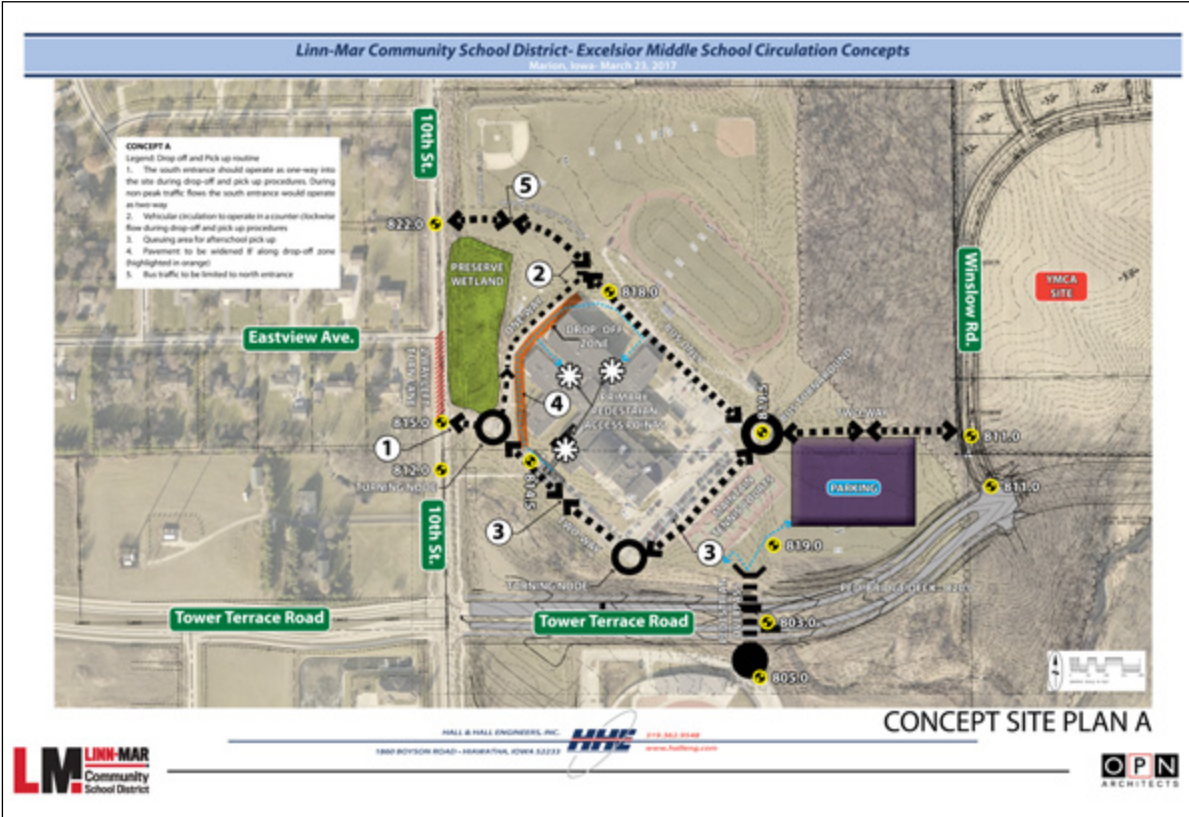
New 5-6 Buildings



Excelsior (7-8 Building)



Site Concept Exploration



Engaging Facilities Committee

- Purpose:

Work with steering committee and OPN Architects to identify district facility needs

Set priorities, make recommendations for proposed plan

Promote the plan and build ownership in the community

- Engagement:

Jan. 18: Kick off

March 7: General District Needs Discussion

March 22: Tour historic elementary buildings

April 12: Historic facility needs discussion

April 26: Finalize recommendations

May 22: Submit proposal to board

May-Sept.: Community meetings

Sept. 12: Bond Referendum Vote



Where we are now

Restructuring Plan

Existing

Excelsior
6-8

Oak Ridge
6-8

Bowman Woods
K-5

Indian Creek
K-5

Wilkins
K-5

Original Proposal

New
5-7

Oak Ridge
5-7

Excelsior
8-9

Bowman Woods
K-4

Indian Creek
K-4

Wilkins
K-4

Current Proposal

New
5-6
(900 students)

New
5-6
(700 students)

Excelsior
7-8

Oak Ridge
7-8

Bowman Woods
K-4

Indian Creek
K-4

Wilkins
K-4

New Elementary
K-4

Restructuring Plan

Current Proposal

**New
5-6
(900 students)**

129,300 sf
Occupied Fall 2019

**New
5-6
(700 students)**

110,948 sf
Occupied Fall 2019

**Excelsior
7-8**

Renovations
Occupied Fall 2019

**Oak Ridge
7-8**

Minimal /No Work
Occupied Fall 2019

**Bowman
Woods
K-4**

Renovations
Occupied Fall 2019

**Indian
Creek
K-4**

Renovations
Occupied Fall 2019

**Wilkins
K-4**

Renovations
Occupied Fall 2019

**New
Elementary
K-4**

71,000 sf
Occupied Fall 2021

Communication

- Build consensus and clearly define story
- Community meetings
- Leverage social media/web (photos, video)
- Mailers
- Road show to civic/social groups



2017
BOND **VOTE**
SEPT. 12, 2017

www.linnmar.k12.ia.us





Vote

Sept. 12, 2017

Discussion & Questions

Operations Manual for the Linn-Mar Board of Education

*A Guide for Board
Operations and Functions*



2999 N 10th Street
Marion IA 52302

*Created: 1993
Revised: 2017*

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Introduction

In order to provide the necessary and appropriate leadership for the district the Board of Education, both collectively and individually, is committed to governing as a professional Board of Directors. This means a commitment to the principles and practices of professional governance, the sharing of common understanding of board policies, practices, procedures and principles, a focus on continuous learning and improvement, and a willingness to serve as a model of effective moral leadership for students, staff, and the community.

The Board Operations Manual explains the duties, structure, and responsibilities of the Linn-Mar Community School District Board of Education as per the Iowa Association of School Boards (IASB) recommendations and State of Iowa Code. This manual is a living document and is in no way meant to be the final word as to how the Board will direct its business. Each iteration of the Board will reflect the personality of that board and may result in additions or revisions to this manual.

Board Authority

Board authority is derived from State of Iowa Code, which includes many different powers and duties of school boards. As a corporate body, the Board may transact business only with a quorum of its membership present during a regular or special meeting.

According to Dillon's Rule, a local school board can only do what it is authorized to do per Code as opposed to Home Rule where action can be taken unless it is stated in Code that the action is not allowed. The Linn-Mar Community School District Board of Education Policy Manual includes a listing of the Board's general powers and duties in Policy Series 200.

The following is a *partial listing* of the duties and powers the Board has the authority to carry out and reflects the authority vested in local boards of education.

1. Determine major educational needs and develop plans to meet those needs.
2. Fix time and place of regular and special meetings.
3. Fill by appointment any vacancies occurring between elections.
4. Employ a superintendent.
5. Approve the employment of teachers; principals; other licensed, professional personnel and other personnel; and approve their salaries.
6. Terminate the contract or immediately discharge any employee subject to the provisions of any applicable law.
7. Become members of the Iowa Association of School Boards and pay dues.

8. Utilize funds received through gifts, devises, and bequests in the general or schoolhouse fund, unless limited by the terms of the grant.
9. Employ legal counsel and bear the cost of litigation.
10. Allow all just claims against the school corporation.
11. Insure against loss of property.
12. Appoint a board secretary and treasurer.
13. Require bonds for individuals having custody of school corporation funds, funds from extracurricular activities or other sources, and pay premiums from the general fund.
14. Determine district attendance centers and the particular school each student will attend.
15. Provide transportation services.
16. Acquire, hold, convey, lease, rent, and manage property; real and personal.
17. Incur indebtedness when authorized by the voters of the school corporation.
18. Make rules for its own government.
19. Maintain adequate administration, school staffing, personnel assignment policies, teacher qualifications and licensing requirements, facilities, equipment, grounds, graduation requirements, instructional requirements and materials, maintenance procedures, and policies on extra-curricular activities.
20. Expel students from school for violation of rules established by the Board or when their presence is detrimental to the best interests of the school.
21. Enforce laws prohibiting public school students from becoming members of any fraternity or society which is not sanctioned by the Board.
22. Maintain attendance centers based upon the needs of school-age students and may include in the educational program additional courses, subjects, or activities that fit the needs of the students.

Board Member Responsibilities

Board member responsibilities include attending board meetings; being prepared in advance by reading agendas, supporting documentation, presentation materials, and other informational documents; seeking information that is necessary; and suspending all judgement prior to the decision-making process at the board table. Effective board members also resist presenting surprises at board meetings by abiding by board policies and rules and holding off personal decisions until all evidence is in and all board discussion has occurred.

The Board is made up of seven members of the Linn-Mar Community School District with each member assuming responsibility for the total Board's effectiveness, functions, and efficiency. No individual can speak for or act on behalf of the Board. The Board acts only when a quorum is present and when a majority of that quorum reaches a decision. The Linn-Mar Community School District Board of Education strives to be unified and professional at all times. This does not mean, however, that board members cannot

have disagreements or open discussions about district issues. Open discussions are encouraged in order to thoroughly examine each issue. Disagreements are to be handled in a respectful manner at all times with board members displaying courtesy for each other and for differing points of view.

Board Ethics

Board member actions, verbal and nonverbal, reflect the attitudes and beliefs of the Linn-Mar Community School District. Therefore, board members must conduct themselves in accordance with the Iowa Association of School Board's Code of Ethics as outlined in Policy Series 200.

Board members must avoid conflicts of interest, either real or perceived, related to serving on the Board. Both Iowa law and board policy describe limitations placed on board members in carrying out their duties, but these limitations cannot address every situation where a conflict of interest may arise. Therefore, board members must be vigilant in avoiding any actions that may be perceived as creating a conflict of interest.

Iowa law states that all actions of the Board shall be conducted in public, while at the same time the law allows for specific situations and procedures wherein the Board may meet in private to discuss confidential information. Board members are privy to confidential information in the course of their service to the district. It is imperative that each board member respect the confidentiality of information shared with them.

Board Guiding Principles

1. Deliberate in many voices, but govern in one voice.
2. Cultivate a sense of group responsibility with the understanding that it is the Board, not the staff or administration, which is responsible for excellence in governance.
3. Be an active part of the district's leadership team striving to lead the district through a clear mission statement, an articulated vision for the district, shared and commonly understood goals, broad and clearly written policies, and continual monitoring of the performance of the schools and students.
4. Be willing to hold itself to the highest standards of excellence in governance and professional responsibility, including a willingness to hold individual board members and the Board as a whole accountable for its actions.
5. Continually monitor its own processes, performance, and progress.
6. Vigorously and intelligently advocate for the district and its students on the local, state, and national levels.

7. Commit both individually and collectively to being well-informed and educated on local, state, and national educational issues, initiatives, and practices.
8. Regularly communicate as one voice while exercising confidentiality, when appropriate, to all stakeholders about district performance, direction, initiatives, issues, and ideas.
9. Formally and informally recognize and celebrate school, staff, and student success.
10. Insist on the pursuit of excellence on the part of all with a role in the district; staff, students, and board members.
11. Always strive to act in the interest of what is best for all students believing that all students can learn and succeed at a high level.
12. Serve as a model of positive, professional, and ethical conduct.

Board Meetings

Work Session Agenda Format:

- 100: Call to Order and Determination of a Quorum
- 200: Revision and/or Adoption of the Agenda
- 300: Discussion/Information
- 400: Adjournment

Work sessions will have the following characteristics:

1. No formal board action or decisions will take place.
2. Discussions are informational or for data analysis.
3. Are for building board awareness and learning.
4. Are for board team building.

Regular Session Agenda Format:

- 100: Call to Order and Determination of a Quorum
- 200: Revision and/or Adoption of the Agenda
- 300: Recognitions/Proclamations
- 400: Audience Communications
- 500: Resolutions/Opening Bids/Public Hearings
- 600: Informational Reports
- 700: Unfinished Business
- 800: New Business
- 900: Consent Agenda
- 1000: Communications/Announcements/Legislative/Civic Updates
- 1100: Adjournment

The Board shall make rules for its own governance. The Board may make and enforce reasonable rules for the conduct of its meetings to assure they are orderly and free from

interference or interruption by spectators. The Linn-Mar Board of Education has chosen to follow *Robert's Rules of Order* as a procedural model for operational purposes.

Board meetings are held IN the public, but not FOR the public. Meetings are to conduct district business in an open and transparent manner, not to engage in dialogue with the public. Public comments are allowed at the start of each open, regular meeting but not during the order of business.

Meetings shall be held at a place accessible to the public and at a time reasonably convenient to the public, unless such a place or time is impossible or impractical which shall be stated in the minutes. The public may use cameras or recording devices at any open meeting.

The public will have an opportunity to address the Board at the start of each open meeting. Guidelines for addressing the Board are outlined in the agenda and shared with the public prior to the audience communications section of the meeting. *The guidelines are also found in Policy Series 200.*

When participating in discussion, the Board directs the superintendent and administration. The directive will be restated for clarity and conciseness by the board president to assure that there is common agreement and consensus from the entire board. Board meetings should allow business to be transacted efficiently, protect individual rights, and maintain the working relationship amongst members.

The role of the superintendent during board meetings will be that of advisor and facilitator in helping the Board work through its business and reach decisions. As the chief executive officer of the district and the chief advisor to the Board, the superintendent will provide timely information, materials, adequate time for deliberation, and recommendations given prior to board meetings and prior to board deliberations when making decisions. Reports, presentations, and documentation will follow a format developed by the superintendent and shared with the Board.

Reports to the Board will be concise and will not exceed 15 minutes, including questions. Written materials will be provided to the Board in advance for their review and preparation for the presentations. All visual aids will be of a quality that the Board and audience can view from their seats. The preferred format is electronic projection.

The Board is to come prepared and ready to participate in the discussion and decision-making process. The Board will also be given advance notice as to whether or not presentations or reports are for information only or if they are for deliberations and/or action.

Board Advisory Committees

The administration will inform all advisory committees to the Board of requirements as stated in legislation regarding open meetings. The Board of Education will be aware that any committee that it appoints is under the open meetings law requirement. Care will be taken to assess whether a committee already functioning in the district may be used for the purposes of the Board rather than the creation of a new committee.

Board members are encouraged to be active on committees and other advisory groups that function within the district. Board member participation is to be advisory only since it might be construed that a board member may have the potential to persuade others with their vote. Therefore, no board member will be a committee chairperson or a voting member of a committee or advisory group within the district.

Schedules

Board members are expected to attend board meetings, school and site visits, special meetings for community input, and other meetings and events throughout the district and community. A rotating schedule will allow board members to attend Marion City Council meetings in order to facilitate communication between the two entities.

Schedules for board meetings, school/site visits, and committee/advisory meetings are developed at the beginning of each school year. Ongoing calendars can be found at the end of each board meeting agenda.

Policy

A school board fulfilling its policy-making duties fulfills the Board's most important function. Written board policy represents the school district is managed in a business-like manner and informs all of the Board's intent, goals, and objectives. Written policy fosters stability and continuity whenever board members or district personnel changes. Written policy also disarms critics by providing clear cut, thoroughly researched, and planned solutions.

Written board policies have the same force and effect in a school district as Iowa laws have in the state and as federal laws have in the country.

Iowa Code places the authority to develop and adopt policy for a school district in the hands of the school board. The Iowa State Department of Education educational standards, which set the requirements for an accredited education program, require the Board to adopt and maintain a Board Policy Manual. The Board Policy Manual can be accessed via the district's website (www.linnmar.k12.ia.us).

If an issue or area of concern is one that only the Board can change and determine, it is policy. If an issue or area of concern is one that the administration can change, it is administrative regulation.

Policy Development

The policy development process has been designed so that several sources of input can be given to the Board regarding review and development of its policies. By law each board policy must be reviewed at least once every five years.

A Policy Committee made up of board members, the superintendent, and key administrators will be used to review board policies and make recommendations to the Board. The Policy Committee will meet regularly during the school year to review the policies.

It will be the duty of this committee to review the policies for accuracy, content, appropriateness, timelines, and necessity. In order to accomplish this, each member of the committee will review current board policies and recommendations for changes that have been communicated to the district by the Iowa Association of School Boards (IASB) along with state and federal requirements and changes.

Policy Committee recommendations will be presented to the Board during regular meetings for discussion, first and second readings, and adoption upon board approval.

Relationships and Communications

There are two types of communications that board members will incur, internal (owner/district) and external (customer/patron). Board members should assess, and be aware of, which type of communication they are being engaged in at all times.

As board members engage in communication with various patrons, they should remember that patron concerns should be addressed from the lowest level of authority first and then, if not satisfied, patrons should work upward to the superintendent or board level. (Ex: teacher>building administrator>Human Resources>superintendent>Board) Patrons should be directed to contact the superintendent regarding an issue only after exhausting the appropriate channels of communication.

Internal Communications and Relationships

Board members are encouraged to interact and communicate with staff members as a means of gathering information and knowledge of the workings of the district.

If staff members want board members to solve managerial issues, or when a board member is not satisfied with staff performance, these situations should be directed to the superintendent for resolution, supervision, or evaluation.

Board members need to separate their role as a board member from their role as a parent when dealing with staff and administrators, and should clarify which role they are in when communicating with staff and administrators. Administrators or staff may be hesitant to speak openly with board members for fear of retribution, especially if the conversation includes a complaint about district operations.

Staff should reflect respect for the district and its employees when stating concerns or opinions, and their concerns and opinions should be based on factual information not rumors. When listening to and speaking with staff members, conversations should be mutually respectful of the district, Board, and all employees. All board members and staff are governed by the board policies which prohibit retaliation, bullying, or discrimination.

The Board needs to exercise caution in personnel issues. Board members must always keep in mind that they are the final hearing officers in any personnel disputes. If a board member becomes involved in a personnel issue, they may need to recuse themselves from a hearing due to the possibility of being prejudiced. For that reason, personnel issues should be handled only by administrators hired for that purpose.

Any discussion by the Board that could be interpreted as evaluative must be done in a meeting with the employee given the opportunity to be present to give their side of the issue, as well as the option of a closed session. Staff members may try to have board members solve problems outside board meetings, or a board member may not be satisfied with staff performance, but according to board procedure and policy these situations should be directed to the superintendent for resolution, supervision, or evaluation.

The Board and staff members (certified and classified) will engage in a variety of communication strategies. Board retreats are one option that has been successfully used to further interaction and open communication. Current and new recognitions of staff members will be continued and created.

Internal Board and Superintendent Relationship/Communications

Because of the relationship the Board and superintendent must have to conduct the work of the district it is imperative that they keep each other informed of current issues. There should not be surprises at board meetings from either the Board or superintendent. Board members will refrain from lobbying efforts with other board members outside of meetings.

The superintendent will publicly support the Board of Education and its decisions and the Board will publicly support the superintendent and his/her decisions. Additionally, each board member is expected to publicly support decisions reached by the Board as a whole, even if the board member voted with the minority on an issue.

The superintendent may utilize past board members who are in the community for input and information about the perception of the district.

Board members will be charged with maintaining relationships within the Board in accordance with board standards per the Iowa Association of School Boards (IASB).

External (Public) Relationships and Communications

Reminder: There are two types of communications that board members will incur, internal (owner) and external (customer). Board members should assess and be aware of which type of communication they are being engaged in at all times. Patron concerns should be addressed from the lowest level of authority first and then, if not satisfied, patrons should work upward to the superintendent or board level. Patrons should be directed to contact the superintendent regarding an issue only after exhausting the appropriate channels of communication.

On controversial issues, the Board will have a public statement drafted by the superintendent that board members may utilize for any public comment that needs to be made. As individuals, board members should support the actions and statements of the Board. It is board procedure that the entire Board be polled by the president prior to any public statement being made on behalf of the Board as a whole. The board president shall be the official spokesperson for the Board. The superintendent may also speak publicly on behalf of the Board. If any board member wishes to address a point of view before the public, it is imperative that each board member communicates that they are speaking from their own personal viewpoint versus a board viewpoint.

The Board's strategic planning process will include a plan for district public relations and marketing developed by and implemented by the administration and relevant departments.

Board Member Signatures:

Date Signed: _____

Finance and Audit Committee Commission

Statement of Purpose:

The purpose of the committee is to assist the Board in discharging its responsibilities relating to financial oversight, budget, internal controls, financial policies, capital structure, and other related matters while helping to achieve the mission and vision of the Linn-Mar District. The Finance and Audit Committee shall serve a dual purpose for the district:

1. Finance role:
 - a. Oversee the financial affairs of the district
 - b. Review and make recommendations to the Board regarding district financial affairs and policies
2. Audit role: Oversight of external and internal audit processes

Committee Composition:

The committee shall be made up of up to three members of the Board of Education, the Chief Financial Officer/Board Treasurer, and the Business Manager/Board Secretary. Ad hoc members shall be appointed on an as needed basis for matters of technical expertise or tacit knowledge. Committee members must be capable of:

- Meeting on a quarterly basis (minimum)
- Demonstrating a willingness to learn about school finance
- Broadly understanding the fiduciary responsibility as it relates to public funds
- Objectively evaluating proposed finance related decisions
- Asking questions that are representative of the understanding of the rest of the Board
- Bringing a positive, constructive attitude and well-developed emotional intelligence to work with the Board
- Effectively communicating financial related matters to the broader constituency

Responsibilities:

- Monitor the district budget: 1) ensure funds are spent to accomplish strategic initiatives as described within the Strategic Plan and 2) ensure the district is operating in a fiscally sustainable manner
- Regularly review financial and operational metrics
- As appropriate, provide reports and guidance to the full Board
- Review and recommend major district expenditures
- Ensure compliance of existing policies and/or recommend new policies as it relates to the finance and business operations of the district
- Provide analysis and guidance related to capital and debt issuances
- Analyze financial implications of any proposed or enacted legislation by local, state, or federal governments
- Confer with the independent auditor to ensure the financial affairs of the district are in order

Policy and Governance Committee Commission

Statement of Purpose:

The Board of Education for the Linn-Mar Community School District calls for the Board to appoint a Policy and Governance Committee to review and enact board policy to provide broad rules and guidelines governing the school district operations, which are developed within the overall framework of state laws and regulations as well as help to achieve the mission and vision of the Linn-Mar District and to train board members in their work and the work of the Linn-Mar Community School District.

The expected outcome from the work of this committee will be to ensure an effective board and district by guaranteeing that the Board:

- Has a current policy manual that is responsive to all federal and state laws and requirements
- Has a policy manual that is responsive to local community needs
- Has a 3-year policy manual review cycle
- Has a board learning agenda
- Communicates policy changes to the broader constituency
- Systematically engages in policy setting, enforcement, and execution

Committee Composition:

The committee shall be made up of up to three members of the Board of Education (to be appointed at the annual organizational meeting); the board secretary, district superintendent, and staffed by a member of the executive office. Ad hoc members shall be appointed on an as needed basis for matters of technical expertise or tacit knowledge. Committee members must be capable of:

- Meeting on a quarterly basis (minimum)
- Objectively evaluating proposed policy changes
- Identifying, cultivating, and brainstorming avenues of policy development
- Bringing a positive, constructive attitude and well-developed emotional intelligence to work with the Board
- Demonstrating an eagerness to become an expert in high-impact governance
- Assuming responsibility for developing the Board

Commission:

The committee is commissioned to develop the Board by focusing on:

- Policy:
 - Policy Setting (Governance):
 - Lead the Board in regularly reviewing and updating board policy manual
 - Help initiate policy design
 - Policy Management (Stewardship):
 - Help manage policy library
 - Maintain policy history
 - Policy Enforcement and Execution (Operational Implementation):
 - Conduct policy performance review and audit
- Board Learning:
 - Create and maintain board learning plan
 - Survey individual board member needs
 - Stay abreast of staff learning plan and district strategic efforts related to staff development

- Knowledge:
 - Design and oversee a process of board orientation to include providing information prior to election as a board member and, when needed, during the first cycle of board activity for new board members.
 - Design and implement an ongoing program of board information and education.
- Effectiveness:
 - Lead the periodic assessment of the Board's performance. Propose, as appropriate, changes in board structure, roles, and responsibilities.
 - Provide ongoing counsel to the board president and other board members on steps to take to enhance board effectiveness.
 - Regularly review the Board's practices regarding member participation, conflict of interest, confidentiality, etc., and suggest improvements as needed.
 - Periodically review and update the Board's policies and practices.
 - Conduct meeting analysis on an as needed basis.

Career and Tech Ed Advisory Committee Commission

Statement of Purpose:

The Board of Education for the Linn-Mar Community School District calls for the Board to appoint a Career and Technical Education Advisory Committee to make recommendations to the Board in the areas of Career and Technical Education. The expected outcome of this committee will be to ensure that students are exposed to a well-rounded experience in the Career and Tech Ed fields as well as help to achieve the mission and vision of the Linn-Mar District. .

Committee Composition:

The advisory committee shall consist of members representing parents, teachers, administrators, and representatives from the community which may include representatives of business, industry, labor, community agencies, higher education, or other community constituents. To the extent possible, committee membership shall have balanced representation with regard to race, gender, national origin, and disability.

Commission:

The committee is commissioned to:

1. Receive updates from administration and teaching staff in regard to the Linn-Mar Career and Technical Education programs
2. Discuss and explore the current programs, as well as look at potential enhancements and changes to the curriculum and course offerings
3. Align and implement initiatives from the state and federal levels
4. Assess progress toward strategic initiatives as outlined in the Strategic Plan
5. Assess progress at the department, programmatic, and student level and make recommendations for future growth opportunities
6. Report areas of strength and continued areas of focus, as appropriate, to the Board of Education and community
7. Utilize the expertise of the counseling department in order to better facilitate student Pathways to Success within the CTE framework
8. Work with community partners (MEDCO, Chamber, City of Marion, Kirkwood Community College, Marion ISD, BIG, etc.) to provide comprehensive and coordinated opportunities for Linn-Mar students to experience and pursue future Pathways to Success within the CTE framework

School Improvement Advisory Committee Commission

Statement of Purpose:

The Code of Iowa (280.12) calls for the Board to appoint a School Improvement Advisory Committee (SIAC) to make recommendations to the Board. This committee is charged to make recommendations to the Board in several areas based on analysis of the needs assessment data. The Board will use these recommendations to adopt annual improvement goals that will help to achieve the mission and vision of the Linn-Mar District.

Committee Composition:

The advisory committee shall consist of members representing students, parents, teachers, administrators, and representatives from the community which may include representatives of business, industry, labor, community agencies, higher education, or other community constituents. To the extent possible, committee membership shall have balanced representation with regard to race, gender, national origin, and disability (280.12(1)). Ad hoc members shall be appointed on an as needed basis for matters of technical expertise or tacit knowledge.

Commission:

The committee is commissioned to make recommendations to the Board to help determine the following:

1. Major educational needs
2. Student learning goals
3. Long-range and annual improvement goals that include, but are not limited to, the state indicators that address reading, mathematics, and science achievement
4. Desired levels of student performance
5. Progress toward meeting the goals set out in paragraphs “b” through “d” as referenced in the Iowa Code
6. Harassment or bullying prevention goals, programs, training, and other initiatives (280.12(2))

In addition, the Board shall consider recommendations from the School Improvement Advisory Committee to infuse character education into the educational program (280.12(3)).

At least annually, the School Improvement Advisory Committee shall also make recommendations to the Board with regard to, but not limited to, the following:

1. Progress achieved with the annual improvement goals for the state indicators that address reading, mathematics, and science;
2. Progress achieved with other locally determined core indicators; and
3. Annual improvement goals for the state indicators that address reading, mathematics, and science achievement.

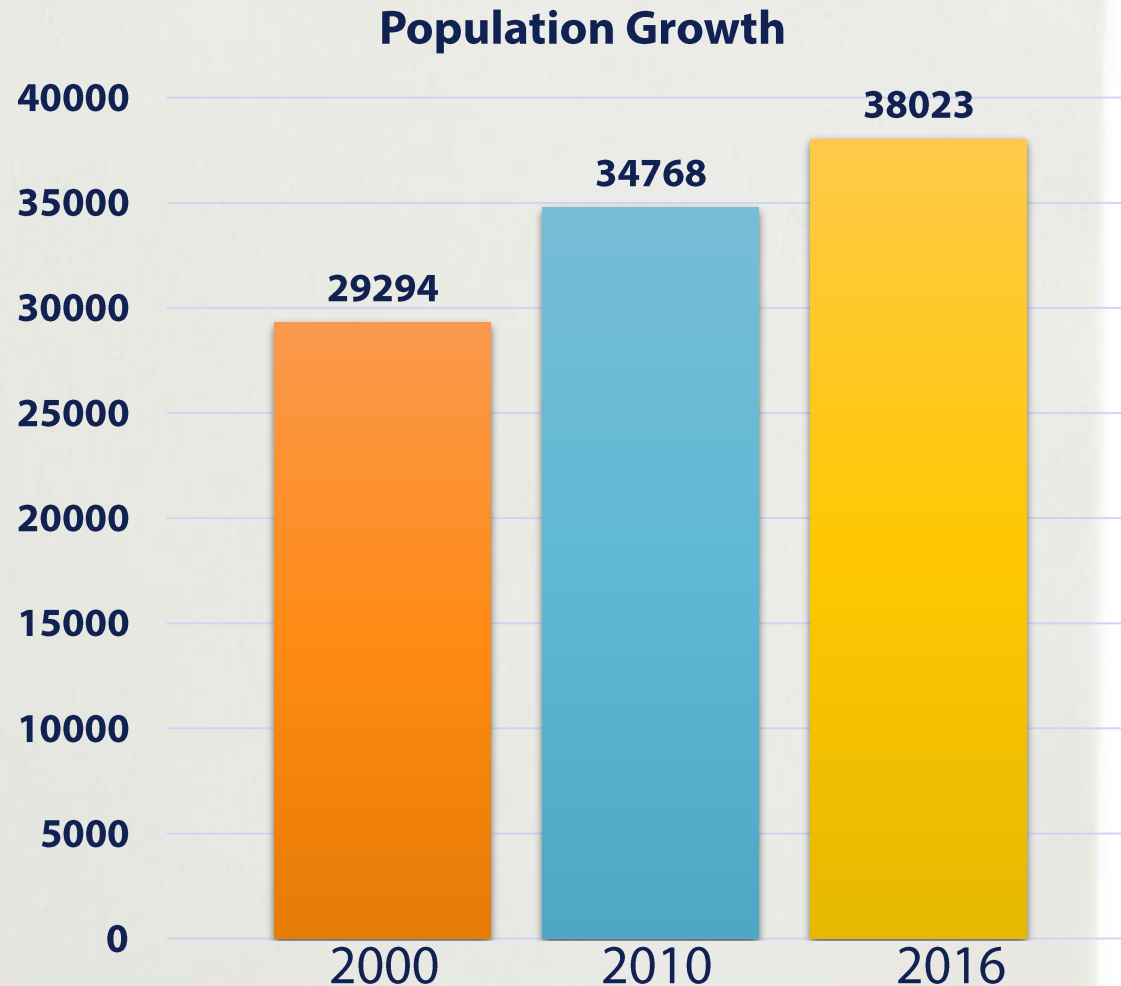



MaRion
IOWA
Reach higher!

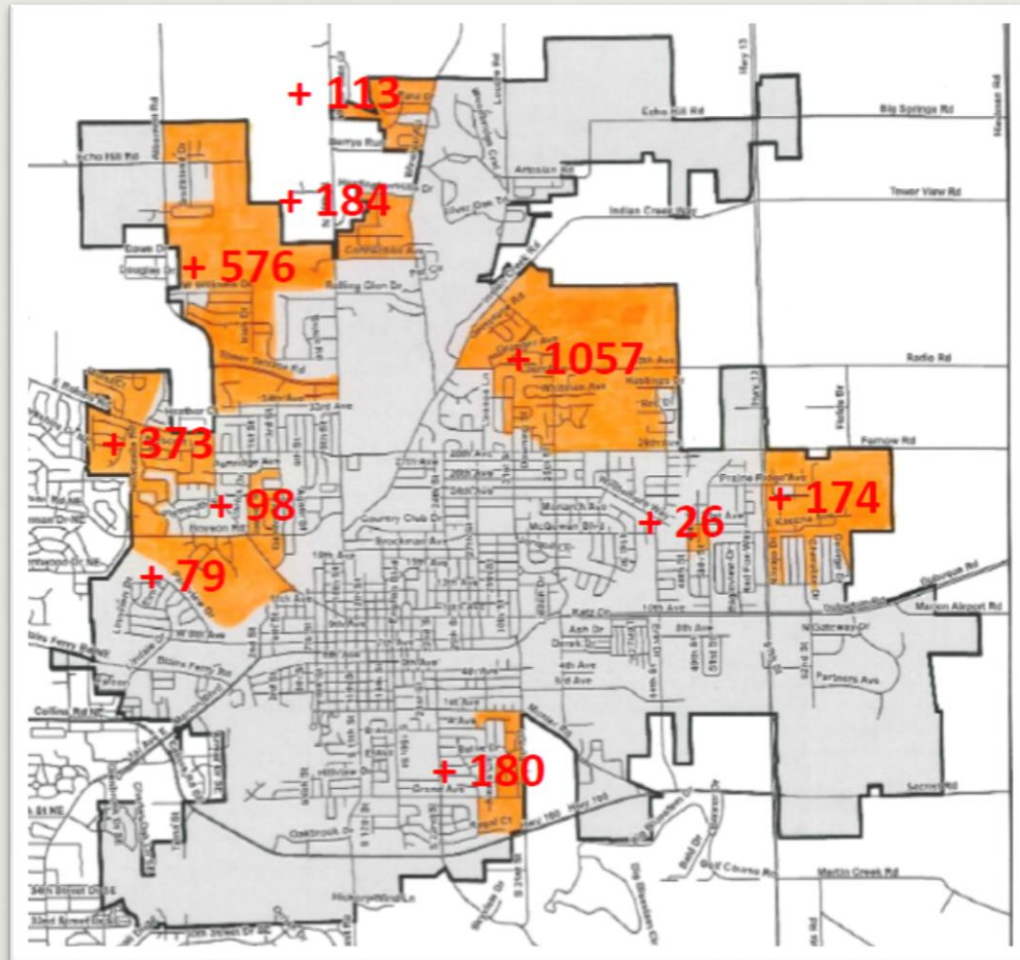
Mayor Nicolas AbouAssaly
Monday, April 24
7:00 p.m.

Population Growth

- Marion is Iowa's 14th largest city
- 2016 Population Estimate: 38,023
- 44.6% population gain since 2000
- 16,296 households



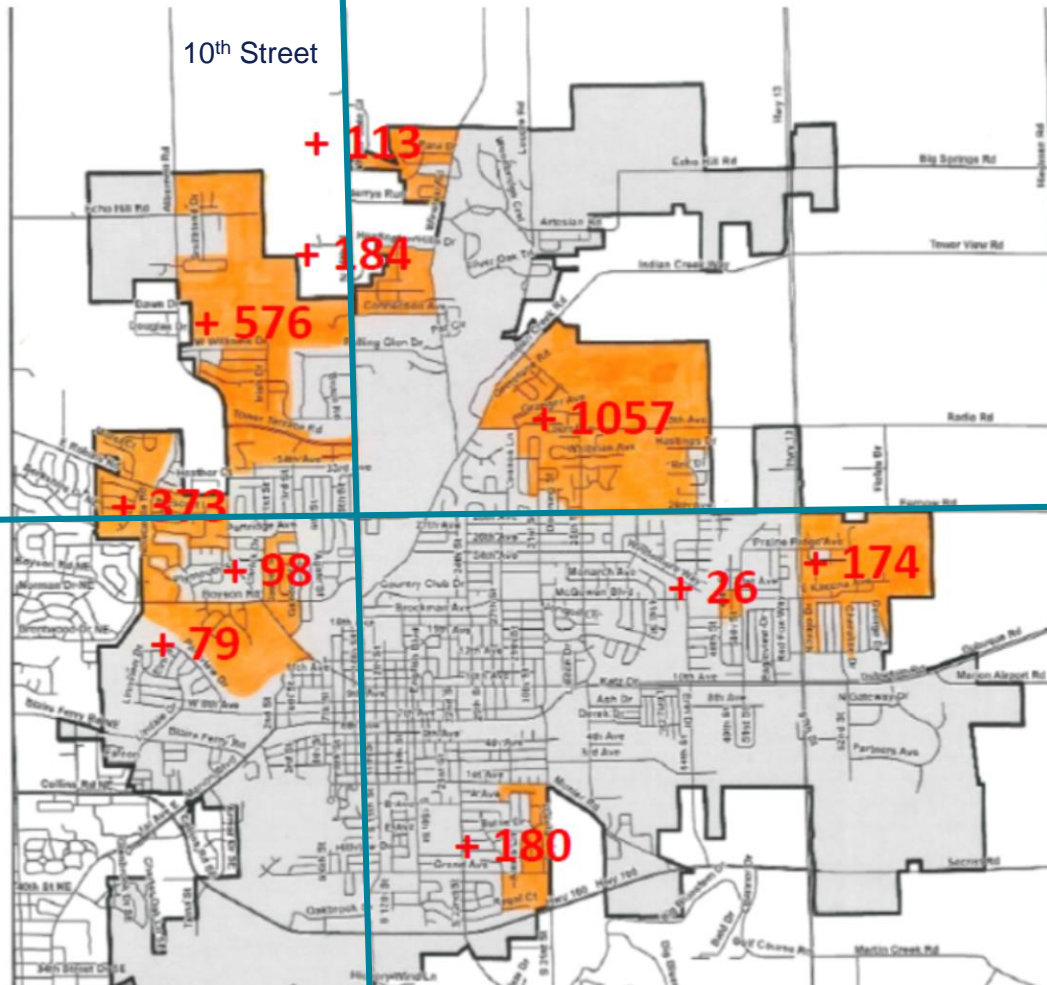
Residential Growth



Growth Areas

29th Avenue

10th Street



Housing Impacts



Senior Housing Developments



Commercial/Industrial Growth



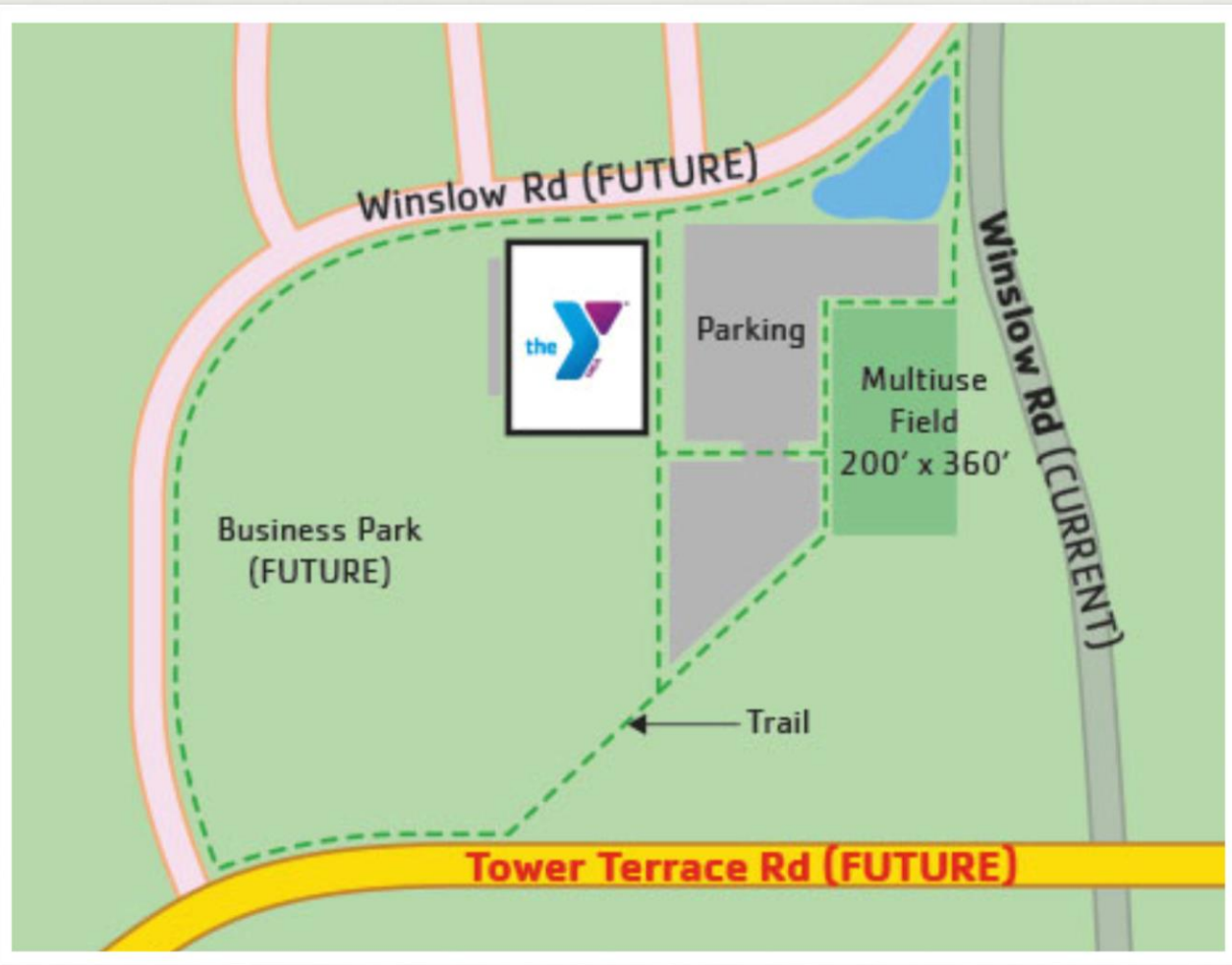
Tower Terrace Road



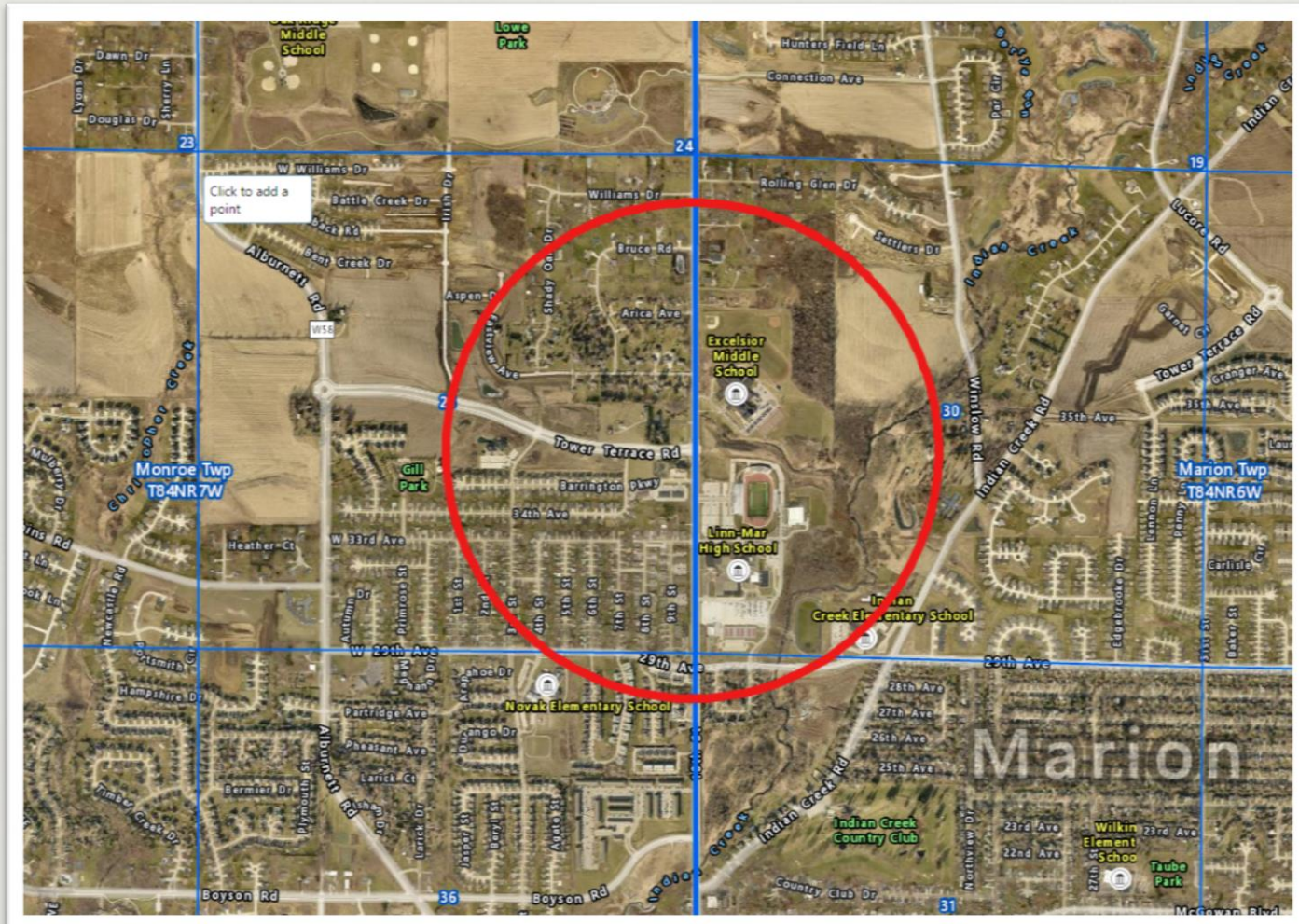
Tower Terrace Road



Marion YMCA/Community Recreation Center



Fire Station No. 3



Strategic Focus

Become Zero
Waste and
Energy
Independent

Lead
Planned
Growth

Redevelop the
Central Corridor into a
Vibrant City Center

STRATEGIC PRIORITIES

Implement
Higher
Design
Standards



Improve
Transportation System,
including Comprehensive
Trail System





Population Growth

The following information was compiled by the Marion Planning and Development Department with data / information from the US Census and State Data Center of Iowa on May 20, 2016. If you should have any questions please feel free to contact David N. Hockett, Assistant Planning and Development Director at 319-743-6320 or via e-mail at dhockett@cityofmarion.org.

When completing request specifically for regional, state and federal dollar funding, reporting, etc, the question of what is the population of the community, the agency is typically asking for the Official 2010 US Census Population and or certified population, NOT the estimate, unless they specifically ask for an estimated current population. The City has had a special census conducted for targeted areas within the community and those population numbers will be available summer 2016.

Marion Growth and Statewide Comparisons:

July 1, 2015- 37,330 (Estimate Source: State Data Center of Iowa)

March 17, 2015 – 35,163 (Source: U.S. Census Boundary Update)

April 1, 2010 – 34,768 (Source: 2010 U.S. Census)

The City of Marion has experienced an estimated population gain of 2,472 people since the July 1, 2010 estimate that represents a percent change of 7.40%. The City of Marion had previously grown 8,474 people (or an average of 847 persons per year) between the 2000 and the 2010 U.S. Census which resulted in a percent change of 32.2% over the 10 year period.

The following table provides the estimated growth by year from 2010 to 2015. Please note estimates are always provided for the year prior to this report and are amended by the State Data Center of Iowa every year.

Estimated Population of Marion, IA - April 1, 2010 (US Census) through July 1, 2015 (State Data Center of Iowa Estimate)											
City Name	2020 Census	2019 Est.	2018 Est.	2017 Est.	2016 Est.	2015 Est.	2014 Est.	2013 Est.	2012 Est.	2011 Est.	2010 Est.
Marion						37,330	36,807	36,235	35,850	35,367	34,858
Population Change						523	572	385	483	509	
Please Note: Previous year's estimates are revised with new estimates by the State Data Center every year. (494 Average per year)											

Marion's population growth of 2,472 people from July 1, 2010 to July 1, 2015 has resulted in Marion having the 11th highest numeric population gain of all communities in Iowa. Marion had in the past decade had the highest numeric population gain of any community in Iowa outside of the Des Moines/Ames Metro Area, but per the 2010 to 2015 growth estimates the communities of: Iowa City (6,323), Cedar Rapids (4,079), Davenport (2,895), all posted larger population gains than Marion over the past five years for communities outside of the Des Moines Metro Area, but all are significantly larger communities.

Population Growth

The City of Ankeny north of West Des Moines experienced the largest estimated growth in population from the 2010 estimate with a gain of 11,182 followed by West Des Moines with a gain of 7,412 and Iowa City with a gain of 6,323 persons.

Marion's numeric gain from the 2010 Estimate to the July 1, 2015 estimate results in a population growth of 7.40% which is the 44th highest percentage gain of all Iowa Communities but is the 12th highest of any Iowa Community with a 2015 estimated population of over 10,000 people. The City of Waukee, part of the Des Moines Metro Area had the largest percent change from 2010 to 2015 with a gain of 37.70% followed by Grimes, part of the Des Moines Metro Area with a gain of 29.30%. North Liberty experienced growth of 19.00% the highest of communities outside of the Des Moines Metro area.

FACT: More than 50 percent (50.1%) of Iowa's total population lived in only 40 communities with a population of over 10,000 people. These 40 cities represent only 4.2% of Iowa's 945 total incorporated cities.

Population Growth

City Name	2015 Population Estimate	2010 Population Estimate	Population Change 2010 to 2015 Estimate		City Name	2015 Population Estimate	2010 Population Estimate	Population Change 2000 to 2015 Estimate	
	Total	Total	Numeric change			Total	Total	Numeric Change	Percent Change
Des Moines	210,330	204,573	6,144	1	Waukee	18,990	13,998	5,199	37.70%
Cedar Rapids	130,405	126,597	4,079	2	Tiffin	2,657	1,967	710	36.50%
Davenport	102,582	99,946	2,895	3	Bondurant	4,996	3,914	1,136	29.40%
Sioux City	82,821	82,834	133	4	Grimes	10,676	8,359	2,421	29.30%
Iowa City	74,220	68,021	6,323	5	Polk City	4,323	3,446	905	26.50%
Waterloo	68,460	68,408	54	6	Solon	2,545	2,058	505	24.80%
Ames	65,060	59,056	6,054	7	Ankeny	56,764	45,884	11,182	24.50%
West Des Moines	64,113	57,044	7,412	8	Johnston	20,871	17,443	3,605	20.90%
Council Bluffs	62,597	62,376	369	9	Asbury	5,291	4,484	896	20.40%
Dubuque	58,799	57,679	1,196	10	North Liberty	15,931	13,538	2,545	19.00%
Ankeny	56,764	45,884	11,182	11	Fairfax	2,497	2,141	374	17.60%
Urbandale	44,062	39,611	4,603	12	Ely	2,074	1,789	298	16.80%
Cedar Falls	41,255	39,332	1,995	13	Altoona	16,984	14,617	2,443	16.80%
Marion	37,330	34,858	2,562	14	Peosta	1,618	1,398	230	16.60%
Bettendorf	35,505	33,382	2,292	15	Shueyville	672	580	95	16.50%
Marshalltown	27,620	27,579	68	16	Hills	822	719	115	16.30%
Mason City	27,366	28,058	(713)	17	Blue Grass	1,676	1,457	224	15.40%
Clinton	26,064	26,872	(821)	18	Granger	1,431	1,254	187	15.00%
Burlington	25,410	25,580	(215)	19	Willey	101	88	13	14.80%
Fort Dodge	24,649	25,114	(557)	20	Adel	4,245	3,730	534	14.40%
Ottumwa	24,624	25,031	(399)	21	Parnell	220	193	27	14.00%
Muscatine	23,968	23,757	196	22	West Des Moines	64,113	57,044	7,412	13.10%
Johnston	20,871	17,443	3,605	23	Cumming	397	351	46	13.10%
Coralville	20,608	18,951	1,694	24	Clive	17,419	15,475	2,020	13.10%
Waukee	18,990	13,998	5,199	25	Norwalk	10,135	9,034	1,157	12.90%
Clive	17,419	15,475	2,020	26	Van Meter	1,142	1,030	122	12.00%
Altoona	16,984	14,617	2,443	27	Urbandale	44,062	39,611	4,603	11.70%
North Liberty	15,931	13,538	2,545	28	Panorama Park	144	129	15	11.60%
Indianola	15,467	14,813	690	29	Fayette	1,491	1,337	153	11.40%
Newton	15,125	15,242	(129)	30	Palo	1,053	966	100	10.50%
Boone	12,692	12,642	31	31	Ames	65,060	59,056	6,054	10.30%
Oskaloosa	11,607	11,514	105	32	Eldridge	6,232	5,683	580	10.30%
Spencer	11,212	11,218	(29)	33	Farley	1,691	1,541	154	10.00%
Storm Lake	10,910	10,673	269	34	Dallas Center	1,792	1,639	161	9.90%
Fort Madison	10,717	11,042	(334)	35	Robins	3,454	3,156	312	9.90%
Grimes	10,676	8,359	2,421	36	Rock Valley	3,693	3,367	334	9.90%
Keokuk	10,609	10,769	(168)	37	Arnolds Park	1,234	1,134	108	9.60%
Pella	10,363	10,334	5	38	Patterson	161	148	14	9.50%
Norwalk	10,135	9,034	1,157	39	Iowa City	74,220	68,021	6,323	9.30%
Waverly	10,066	9,880	190	40	Coralville	20,608	18,951	1,694	9.00%
Carroll	9,968	10,111	(135)	41	Lone Tree	1,415	1,306	115	8.80%
Fairfield	9,892	9,453	428	42	Elkhart	742	684	59	8.60%
Le Mars	9,761	9,817	(65)	43	Atkins	1,795	1,674	125	7.50%
Pleasant Hill	9,314	8,824	526	44	Marion	37,330	34,858	2,562	7.40%
Grinnell	9,141	9,213	(80)	45	Swisher	943	880	64	7.30%
Mount Pleasant	8,433	8,659	(235)	46	Carlisle	4,168	3,895	277	7.10%
Denison	8,334	8,329	33	47	Huxley	3,536	3,314	227	6.90%
Perry	8,089	7,747	380	48	Bettendorf	35,505	33,382	2,292	6.90%
Decorah	7,907	8,127	(224)	49	Sergeant Bluff	4,520	4,235	293	6.90%
Creston	7,854	7,827	20	50	Dike	1,289	1,212	80	6.60%

Population Growth

HISTORICAL POPULATION DATA

The following information is historical population data that had been provided in past reports for the last decade growth as well as population bench marks reached by the City of Marion.

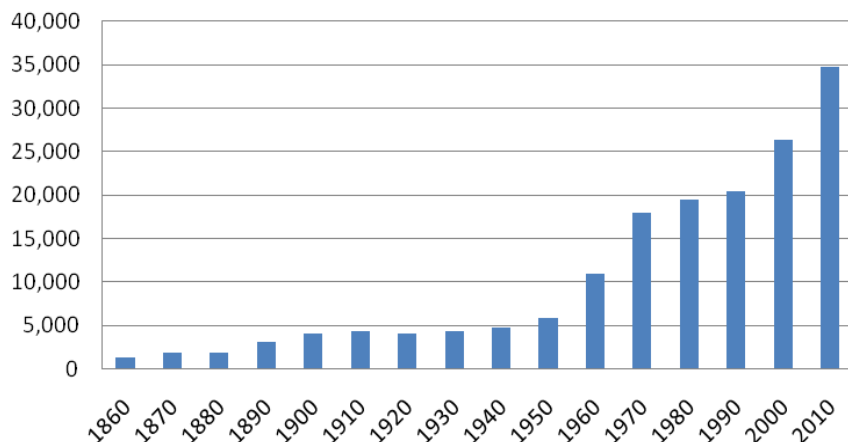
The table below recent historical data for population by year from 2000 to 2010, estimates were provided by the Iowa Data Center and were revised every year as additional information is collected to create a more accurate estimate.

Estimated Population of Marion Iowa – July 1, 2001 through July 1, 2009 (Revised Estimates)
 April, 1, 2000 and April 1, 2010 Official Census Numbers)

City Name	April 1, 2010 Census	July 1, 2009 Estimate	July 1, 2008 Estimate	July 1, 2007 Estimate	July 1, 2006 Estimate	July 1, 2005 Estimate	July 1, 2004 Estimate	July 1, 2003 Estimate	July 1, 2002 Estimate	July 1, 2001 Estimate	April 1, 2000 Census
Marion	34,768	33,213	32,701	31,842	31,066	30,080	29,653	28,838	27,803	27,226	26,294
Population Change between estimates	1,555	512	859	776	986	427	815	1035	577	932	
% change between yearly estimates	4.47%	1.54%	2.62%	2.43%	3.17%	1.41%	2.74%	3.58%	2.07%	3.42%	

For historical purposes, Marion's only population dip in a census year occurred between 1910 to 1920 with the population going from 4,400 to 4,138 (-262). The population shift was likely caused by several events both locally and worldwide including the moving of the County Seat to Cedar Rapids, World War I and the Flu Epidemic of 1917. Additional Marion population benchmarks in a Census year include a population of 5,000 or greater in 1950, 10,000 or greater in 1960, 20,000 or greater 1990 and 30,000 or greater in 2010. Marion will likely reach the 40,000 or greater population prior to the 2020 U.S. Census.

Marion Population Gain 1860 to 2010



FACT: Since 2010, 224 Iowa cities have gained population, 53 cities had no change, and 635 cities lost population.

Population Growth



If you are looking for additional data beyond population please use the American Community Survey Data. The American Community Survey is an ongoing statistical survey by the U.S. Census Bureau, sent to approximately 250,000

addresses monthly (or 3 million per year). It regularly gathers information previously contained only in the long form of the decennial census. It is the largest survey other than the decennial census that the Census Bureau administers. Census QuickFacts can be found at www.quickfacts.census.gov and data can be searched by County and City.

Board Book: April 24, 2017

Inspire Learning. Unlock Potential. Empower Achievement.

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

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Goal #1: Inspire Learning (Articulate)

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

Year 1:

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

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.

Updates on Goal #1: Inspire Learning (Articulate)

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

Policy Committee: The Policy Committee met on April 12th to finalize the Committee Commissions for the Policy Committee, Finance/Audit Committee, School Improvement Advisory Council (SIAC), and Career & Technical Education Committee (CTE), all of which will be included in the finalized *Board Operations Manual*. The committee also began to draft a schedule of board learning sessions. The *Board Operations Manual*, including the Committee Commissions, will be presented to the Board of Education for approval on April 24th. *Refer to exhibit 302.1 in the board exhibit packet for 4/24/17.*

Goal #2: Inspire Learning (Support)

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

Year 1:

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

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.

Updates on Goal #2: Inspire Learning (Support)

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

ALICE (Alert, Lockdown, Inform, Counter, Evacuate) Drills Have Started: Our district has been preparing this school year for our students to begin ALICE drills this spring. We started with information nights for families in the fall, notes home in newsletters, teaching students about ALICE in their classrooms, and now we have started practicing the drills. All students have been taught where their safe evacuation site is. The drill is just a practice walk to this location. Students will learn the best ways to get to their safe spots as well as where to go once they are there. The district has chosen Linn-Mar Transportation Department as the reunification site (parent/guardian pick up location) for all district buildings. In working with the Marion Police Department, the district and the MPD felt the district's Transportation Department would be the safest and easiest location for traffic. *Linn-Mar's Transportation Department is located at 490 62nd Street in Marion.*

Learning Experiences, an Alternative Program for Preschoolers and Parents (LEAP): Back in September, the Board Book contained information on this pilot project the district was asked to participate in by the Iowa Department of Education. As a reminder, this pilot is occurring in one of the Little Lions Preschools. LEAP classrooms are based on the work and research from Dr. Phil Strain from the University of Denver. A LEAP classroom replication site uses strategies from Dr. Strain's work with children on or at risk of being on the autism spectrum. Through this project we have learned a number of ways to increase our inclusion practices. *The Board will be provided more information on this pilot project and what we have learned at the May 8th work session.*

Specially Designed Instruction Usability Site Project: The Iowa Department of Education received a professional development grant aimed to develop and implement tools and processes to aid teachers in delivering effective, specially designed instruction to improve the literacy outcomes for learners with disabilities. This work is taking place through many strands. The Iowa Department of Education asked Linn-Mar to partake in the Significant Disabilities strand. During the May 8th work session, the Board will learn more about what this pilot project has entailed as well as what our teachers have developed as a result of the project.

Parent University: is planned for Tuesday, May 2nd to provide an overview and rationale for the new grading planned for next school year at the middle schools. This Parent U will be hosted at 6:30 PM in the boardroom of the Learning Resource Center (2999 N. 10th Street, Marion). Join Excelsior Principal John Christian, Oak Ridge Middle School Principal Erica Rausch, and Executive Director of Middle School Teaching & Learning Bob Read as they provide a presentation to interested parents. Please join us to learn more about standards based grading. Sessions are typically an hour in length and access to the Learning Resource Center will be at our north entrance for this event.

Goal #3: Unlock Potential (Challenge)

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

Year 1:

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

Goal #3: Unlock Potential (Challenge) *Continued*

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

Year 1:

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

Goal #3: Unlock Potential (Challenge) *Continued*

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

Year 1:

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

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.

Updates on Goal #3: Unlock Potential (Challenge)

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

Update in Procedures for Independent Contractors:

The Business Office will implement new procedures for working with independent contractors for the 2017-18 school year. All independent contractors will be asked to sign a contract as well as a sex offender acknowledgement form; both of which will be approved by the school board. This procedure will increase consistency in working with individual contractors as well as help ensure the safety of the students they work with. Some examples of individual contractors that would fall under this procedure are choreographers, clinicians, accompanist, etc. We will be meeting with administrators and instructors this spring to work through the implementation procedures.

April 24th Professional Development Day:

- Elementary staff will continue their work on unwrapping standards, ALICE lessons, MTSS planning, technology and other building initiatives.
- Middle school staff continue their three-year work on Standards Based Grading, PBIS, and ALICE trainings.
- High School learning will focus on goal setting and reflection, PowerTeacher Pro, orientation to a new Learning Management System, and Blended Learning strategies. Departments will also spend time working in their PLCs (Professional Learning Communities) updating their curriculum maps.

Linn-Mar Strength Program - Developing Better Athletes While Reducing Injuries:

The LM Strength and Conditioning program has been evaluated this year by the head coaches of all sports and athletic administration. We have compared our program to those of similar-sized programs across the state, and are now ready to begin phase one of what we feel needs to be done to give our student athletes the same opportunities that other schools are providing their athletes.

We have identified four major points of concern with our current practices:

1. Our athletes experience gaps in programming as they move from being "in-season" to "out-of-season" athletes.
2. Not all of our teams are following the same program philosophies which leads to inefficiency in our students' overall experience.
3. Our lower-level programs at the High School do not have the avenues in line to get their athletes into a solid program throughout their freshman and sophomore years.
4. Our female athletes are not participating in year-round strength training programs as much as our male athletes are.

The first phase of developing a better program is to have experts in the field come in and organize all of our programs and students into one Linn-Mar Strength Program. We have researched many options and have identified Performance Therapies as the best option for us to work with to meet our goals. www.ptforhealth.com Performance Therapies is currently employed by College Community, Iowa City West, City High, and Solon for their on-site strength programs. Performance Therapies is also able to write programs for our coaches to use down the road once our teams start moving in the same direction and understand the movements.

Our first-year plan is to have Performance Therapies manage all of our high school summer lifting programs as well as a speed and agility school for our high school athletes. Performance Therapies will also help us prepare our athletes-of-the-future by offering a strength training opportunity for students entering into 7th and 8th grades as well as a speed and agility clinic for athletes in grades 5th-8th this summer. As we move into the 2017-18 school year, they will work with us to be here as we need them. We anticipate we will have them on campus both before and after school to run our out-of-season athlete programs and also help implement our in-season programs.

In phase two of our strength and conditioning program we will need to address the current size of our lifting facility. Currently we have 14 racks in our facility, the optimal number of students per rack is three in order to get students in and out in a timely fashion and allow our coaches to connect with and visually manage each student's form. This means we are running smoothly with 42 athletes in our lifting facility now. In 2016-17 we welcomed 971 individual athletes to Linn-Mar High School. Narrowing down to 42 students at a time is not possible with our numbers.

Many schools now utilize "Performance PE" for their athletes. In phase three of our restructuring plan we want to consider this opportunity for our student athletes. This option gives PE credits to athletes to complete their strength workouts during their PE class time. Cedar Rapids Washington, Jefferson, and Kennedy already use this style of strength program and it allows students to be home earlier in the evenings while still meeting the goals of the school's strength program. At this time our weight room is not large enough for us to offer this as a class.

Goal #4: Unlock Potential (Success)

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

Year 1:

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

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.

Updates on Goal #4: Unlock Potential (Success)

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

Guide K-12 Implementation - Geo Analytics for Education:

The Information Technology department discovered this tool at a conference in early March. Iowa City has used it for several years to visualize data and provide the data detail to their community. District administrators viewed a demo and have moved forward to implement the solution for Linn-Mar. With GuideK12, district leaders have the ability to view individual details, as well as the big picture, by connecting data from a myriad of sources into one interactive map. Data visualization reveals new details and generates deeper insight for administrative decision-making. Visit their website: <http://guidek12.com/> for more information.

District Implementation Schedule:

Item	Date
Project Management (remote)	03/31/2017
Kick-off Call (remote)	03/31/2017
Define and request parcel data elements (remote)	03/31/2017
Fulfill request for parcel data elements (remote)	04/07/2017
Extract and transform parcel data elements (remote)	04/14/2017
Define and request district data elements (remote)	03/31/2017
Fulfill request for district data elements (remote)	04/07/2017
Process enrollment boundaries and school points (remote)	04/14/2017
GuideK12™ Standup (remote)	04/19/2017
Soft launch (remote)	04/24/2017
GuideK12™ live in LCSD	05/01/2017
Transition to support (remote)	05/01/2017
Initial product training (onsite)	TBD-Being Scheduled

Goal #5: Empower Achievement (Involve)

Enhance engagement opportunities through focused strategic partnerships.

Year 1:

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

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.

Updates on Goal #5: Empower Achievement (Involve)*Enhance engagement opportunities through focused strategic partnerships.*

Community Promise: At the March 6th Board of Education meeting, Nick Glew, President of the Marion Economic Development Corporation (MEDCO), presented a newly-proposed collaboration between the City of Marion, MEDCO, the Marion business community, Linn-Mar Community Schools, and Marion Independent School District. The collaboration is entitled, *Community Promise*. The purpose of the program is to align schools, community, and businesses in a partnership to streamline business engagement activities and create intentional pathways for students seeking authentic career opportunities. In layman terms, we want to connect students to high-paying careers with strong benefits that require certifications, potentially in lieu of a four-year college degree.

Over the last month there have been multiple meetings between MEDCO, Linn-Mar, and Marion Independent discussing the purpose and role of each major entity involved (schools, businesses, and community) and identifying key stakeholders, major tasks, marketing essentials, Pursuit Grant details, and the Community Promise Job Inventory accumulation plan. We are also working on a success matrix for years 1-3, to ensure we are on the appropriate pace and have rubrics in place as benchmarks for where we need to be.

The task of the district over the next several months will be to identify our key stakeholders, both internal and external, to ensure we have the right people at the table to assist in setting up the procedures and protocols from the educational aspect. The goal of the committee is to create a streamlined process that will expose students and parents, at the middle schools, of career opportunities. From there, students at the high school level will have the opportunity to begin job shadowing experiences, internships, externships, and ultimately an apprenticeship, if agreeable to both the student and the business, all while earning high school credit and, eventually, their certification from an accredited institution that is partially funded through the Community Promise. The goal of the committee is to kick this off for the 2018-19 school year. You will continue to receive updates as we continue down this exciting pathway, another great opportunity for students of the Linn-Mar Community School District!

Goal #6: Empower Achievement (Build)

Construct physical learning environments using fiscally responsible and sustainable practices.

Year 1:

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

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.

Updates on Goal #6: Empower Achievement (Build)

Construct physical learning environments using fiscally responsible and sustainable practices.

Finance/Audit Committee: The Committee met on April 20th to discuss the following items:

- Reviewed the March monthly financial reports and contracts from: 1) Performance Therapies, P.C. to serve as the summer strength and conditioning coordinator, 2) Farmers State Bank for placement of an ATM machine in the High School beginning the summer of 2017, 3) Storm water retention contract with City of Cedar Rapids related to Westfield parking lot, and 4) DLR contract amendment for services rendered 60 days beyond scheduled completion date of high school renovation (*these costs will be reimbursed by Larson Construction as contractor on the project*).
- Business office updates including various updates to the P-card manual, business procedures manual, and student activity manual.
- Continuation of the SBO sharing agreement with Alburnett Community School District.
- Modular classroom contract: Due to capacity concerns, administration is recommending a 3-year operating lease arrangement (approximately \$1,600 per month) with Innovative Modular Solutions for a two-classroom unit to be placed at Indian Creek Elementary beginning the 2017-18 school year. We are currently finalizing the contract and will have it for Board approval on May 8.
- Fiscal year 2017 budget amendment: Administration is recommending amending the 2017 certified budget to reflect: 1) increasing total other expenditures by approximately \$16 million due to the bond refinancing that took place in February, and 2) Re-classifying \$500,000 from the Support Services category to the categories of Instruction and Non-instructional Programs (*Note: this is just a re-classification and not increasing expenditures*). Public hearing and approval of the amendment is recommended at the May 8th regular board meeting.
- Reviewed final draft of Finance/Audit Committee Commission.
- Analyzed possible funding scenarios as it relates to the proposed facilities restructure plan. Discussed various financing structures and potential impact on the district tax levy.
- The district received word from the Association of School Business Officials International that Linn-Mar has been awarded ASBO's Certificate of Excellence in Financial Reporting for the fiscal year ending 2016. This is the 13th year in a row that Linn-Mar has received this award, which is given to school districts that have a high commitment to fiscal integrity and high-quality financial reporting.

Restructuring/Facilities Committee Updates: The Facilities Committee met April 12th to tour Novak Elementary (*per a request by the committee to tour a newer elementary building*). Following the tour, the committee met in small groups to identify a list of priorities for each historic building. The committee was also invited to attend the BoE work session on April 24th which will focus on the efforts of the Facilities Committee to date. The next Facilities Committee meeting will take place at the High School lecture hall on Wednesday, April 26th.

High School Renovations Update: Punch list work continues by Larson Construction and sub-contractors. This work will continue for several more months.

Westfield Addition Update: Punch list work continues by Larson Construction and sub-contractors. Several items will be completed after the conclusion of the school year to ensure it doesn't interfere with the school operations at this time.

Achievements and Honors:

Linn-Mar LIONS & Volunteer Award Recipients: The 2016-17 LIONS Award and Volunteer Recognition winners will be honored on Wednesday, May 3rd at 5:00 PM in the boardroom of the LRC (2999 N 10th Street). All are invited to attend!

LIONS Award Winners:

Living Legend Award for Excellence in Leadership: Keith Ponto
Innovator for Excellence in Positive Change: Sara Hofer and Karla Koenen
Optimizer for Excellence in Teamwork: Rachelle Haker
Newcomer for Excellence in New Ideas: Brian Johnson
Service for Excellence in Superior Performance: Nadine Grieder

Volunteer Recognition Winners:

Above & Beyond Volunteer: Beth Graves
 Above & Beyond Volunteer: Rachael Kumoto
 Making a Difference Volunteer: Jessi Pfaff
 Unsung Hero Volunteer: Sue Harkness



Educational Partner Award: Melissa Bray, Little Lions Teacher at Linn Grove Elementary, has won the Grant Wood Area Education Agency's 2017 Educational Partner Award! The award will be presented to Mrs. Bray at the GWAEA annual awards banquet on May 3rd.

Excelsior Named PBIS Banner Award Winner: Excelsior Middle School has been named a Positive Behavioral Interventions and Supports (PBIS) Banner Winner for the 2015-16 school year by the Iowa Department of Education! The award signifies that Excelsior has been recognized as a school where the PBIS Program has made a significant impact on the positive climate of the building.



According to the Iowa Department of Education website, the Iowa PBIS Leadership Team recognizes schools that demonstrate the program's success and sustainability. Schools can receive one of three recognition awards for their PBIS program: honor, banner or paramount. Congratulations to everyone at Excelsior Middle School for their award and their continued achievements in PBIS!

2017 State Solo & Ensemble Results: The Linn-Mar High School Music Department sends congratulations to its students for their performances at the 2017 IHSMA State Solo and Ensemble Festival held on April 8th. LMHS students gave over 230 solo and/or ensemble performances. Of these performances, 115 students or ensembles received a Superior/Division I rating including several performances earning perfect scores. Additionally, out of 13 centers, LMHS students took home five "Outstanding Performance" awards. We are proud to announce the following recipients of the "Outstanding Performance" award: Nathan Bellows (Viola Solo), Sierra Christensen (Marimba Solo), Sam Kelly (Clarinet Solo), Jacob Lam (Cello Solo), and the Wind Ensemble Brass Choir.

College Letters of Intent: Linn-Mar High School Athletic Director David Brown was excited to host the College Letter of Intent signing ceremony for six Linn-Mar High School student athletes on April 12th. Congratulations to the following athletes:

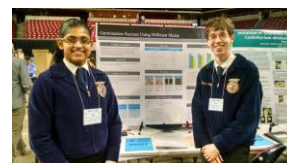


Joshua Strauss, football at the University of Dubuque
 Rylan Lechner, baseball at Mount Mercy University
 Maddie Harper, track and field at Mount Mercy University
 Lanessa Lamas, basketball at Mount Mercy University
 Rachel Crawford, soccer at Clarke University
 Dalton Gosch, track and cross country at Hawkeye Community College

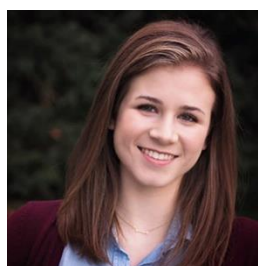
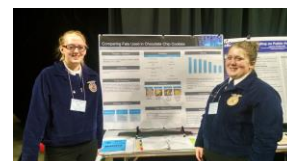
Stories Alive Celebrates 25th Year at Linn-Mar: This district-wide annual author and illustrator literacy program is proudly sponsored by the Linn-Mar School Foundation in conjunction with Hills Bank & Trust. This is the 25th year for Stories Alive at Linn-Mar! This year Author Betsy Lewin visited each elementary building. We deeply appreciate the support of Hills Bank & Trust for investing in our students and promoting the love of reading for our young authors.



Linn-Mar FFA Projects to be Showcased at Nationals: Congratulations to Linn-Mar's FFA on their recent achievements at the State FFA competition. Senior Ekta Nanda and Junior Chase Krug will be headed to the National FFA Convention in Indianapolis this October for their Plant Science FFA Agriscience Fair Research Project.

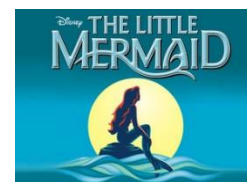


Juniors Mirannda Schneider-Kettelkamp and Caitlin Hagen also advanced to the national competition for their Food Science and Safety FFA Agriscience Research Project. The State FFA Agriscience Fair/Science and Technology Fair of Iowa was held at the Iowa State University campus.



United Way Outstanding Youth Volunteer Award: Congratulations to Senior Mary Claire Henricksen for winning the 2017 UW Outstanding Youth Volunteer Award. Mary Claire was one of three youth nominated for her service as a volunteer at Mercy Medical Center. Mary Claire held conversations with residents to hear stories about their lives through the Mercy Storytellers program. The memories shared were turned into written stories and a binder was created to share with other residents, families, and guests. Mary Claire received \$500 to donate to a charity of her choice.

Little Mermaid: The High School Fine Arts Department is hosting their spring musical, *The Little Mermaid*, in the HS auditorium on April 27th and 28th at 7:00 PM and on April 29th at 2:00 PM and 7:00 PM. Tickets are \$10/each and may be reserved by calling 319-447-3482.



Future Business Leaders of America: The High School Future Business Leaders of America (FBLA) participated in the recent State Leadership Conference. The conference consisted of various activities including a charity dance and walk for the March of Dimes, a hypnotist, photo booth, and campaign rally. FBLA member, Mclay Lampe, also ran for the office of treasurer.



For three days members took tests and presented various projects. Several Linn-Mar students placed in the categories they competed in with the group placing 5th overall. The top four winners from each event now have the opportunity to compete at Nationals in Anaheim, California in June!

Congratulations to the following FBLA students on their achievements:

- Lydia Anderson, (1st place) Who's Who in Iowa FBLA
- Srikar Vanavasam and Ashwin Nathan, (1st place) Computer Game Simulation
- Saireshma Balakrishnan, (1st place) Graphic Design
- Grace Ahlers, (1st place) Interviewing and Etiquette
- Sanjana Addagarla, Abbey Fitzsimmons and Deeksha Kumar, (1st place) Social Media Campaign
- Srikar Vanavasam, Arnav Bhushan and Ashwin Nathan, (1st place) Vocabulary Relay
- Srikar Vanavasam, (2nd place) Cyber Security
- Anusha Gopalam, (2nd place) Intro to Business Presentation
- Kaush Gokul and Morgan Lu, (2nd place) Banking and Financial Systems
- Daniel O'Hara, (2nd place) Impromptu Speaking
- Lydia Anderson and Jonathan Wisner, (2nd place) Entrepreneurship
- Daniel O'Hara, Morgan Lu and Kaush Gokul, (2nd place) Spelling Relay Advanced
- Reshma Balakrishnan and Abbey Fitzsimmons, Grace Ahlers, (2nd place) Publication Design
- Isabelle Meis, Jonathan Wisner, Lydia Anderson and Samyukta Karthik, (3rd place) Parliamentary Procedure
- Lydia Anderson, (3rd place) Local Chapter Annual Business Report
- Reshma Balakrishnan, Lydia Anderson and Jonathan Wisner, (3rd place) Battle of the Chapters Advanced
- Arnav Bhushan, (4th place) Intro to Financial Math
- Morgan Lu, (4th place) Economics
- Kaush Gokul, (4th place) Healthcare Administration
- Savanah Zhou, (5th place) Intro to Financial Math
- Vicky Want, (5th place) Computer Problem Solving
- Tim Kaufmann and Carson Teixeira, (5th place) Hospitality Management
- Daniel O'Hara, (5th place) Emerging Business Issues
- Mclay Lampe, (6th place) Organizational Leadership
- Vicky Wang, (6th place) HTML/CSS

REAL ESTATE SALES AGREEMENT

Vaughn Farm Co. Inc./Linn Mar - 39.25 Acres m/l - Linn County, Iowa

AGENCY DISCLOSURE

An agency disclosure must be made by the agent prior to any offer being made by the BUYER or accepted by the SELLER. By signing below the BUYER and SELLER confirm that written disclosure of agency representation was provided to them prior to the signing of the REAL ESTATE SALES AGREEMENT.

BUYER further acknowledges having signed and received a copy of the SELLER PROPERTY CONDITION DISCLOSURE FORM, if required. The BROKER, its agents, employees and associates are not required, however, to discover hidden defects in the property or give advice on matters outside the scope of their real estate license.

SELLER and/or BUYER request that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard statements and declaration of value.

Hertz Real Estate Services/Hertz Farm Management, Inc. BROKER and all licensees employed by or associated with the Broker, represents X BOTH SELLER AND BUYER SELLER BUYER

 CO-BROKER and all licensees employed by or associated with the Co-Broker represents the SELLER BUYER

BUYER(S):

Linn Mar Community School District

 4/13/17
BUYER: By: Quintin Shepherd,
Superintendent

 4/13/17
BUYER: By: James Thomas Anderson, CFO DATE

SELLER(S):

Vaughn Farm Co. Inc.

 4/13/2017
SELLER: By: Vaughn B. Himies, President

SELLER: By: Donna B. Vaughn, Vice President DATE

1. **PARTIES:** Vaughn Farm Co. Inc. (Seller) agrees to sell and convey to
Linn Mar Community School District (Buyer), and Buyer agrees to buy from
Seller the following property situated in Marion Township, Linn County, Iowa and legally described as
The SW 1/4 NE 1/4 of Section 29, Township 84 North, Range 6 West of the 5th P.M., Linn County, Iowa consisting
of 39.25 taxable acres more or less, as identified on attached Exhibit "A" as Parcel #1
together with any easements and 100 percent of the mineral rights owned by Seller, but subject to any easements of record,
zoning restrictions, FSA/NRCS cost sharing agreements and restrictive covenants. The right is reserved to insert the exact legal
description as shown by the Abstract of Title.

2. **TOTAL PURCHASE PRICE SHALL BE:** See 31(B) \$ 1,197,125.00

PAYMENT FOR THE PROPERTY AS FOLLOWS:

A. **FUNDS TO BE DEPOSITED IN TRUST WITH BROKER ON ACCEPTANCE OF OFFER** \$ 90,000.00

B. **FUNDS DUE AT SETTLEMENT ON** November 2, 2017 \$ 1,107,125.00
Funds due at settlement shall be by bank cashier's check or wire transfer

TOTAL PURCHASE PRICE AS NOTED ABOVE \$ 1,197,125.00

3. THIS OFFER CONTINGENT UPON THE ABILITY OF BUYER TO:

- A. This Offer is subject to and contingent upon approval of the Linn Mar Community School District Board of Education
on or before June 1, 2017 at 1:00 P.M.

If any contingency cannot be carried out, this Offer shall become null and all money paid or obligations given by Buyer shall be returned.

4. **TAXES AND SPECIAL ASSESSMENTS:**

A. Real Estate taxes shall be prorated to November 2, 2017.

B. Any proration of taxes shall be based upon the taxes for the year currently payable. All subsequent taxes will be paid by the Buyer.

C. All special assessments spread on the Treasurer's book at the time of the acceptance of this offer are to be paid by the Seller. All subsequent special assessments are to be paid by the Buyer.

5. **EARNEST MONEY** \$ 90,000.00 is herewith tendered and is to be deposited as Earnest Money upon execution of this contract by all parties with HERTZ REAL ESTATE SERVICES as Escrow Agent. Additional Earnest Money, if any, shall be deposited with the Escrow Agent. If indicated by "yes" in the following space Yes, the earnest money shall be deposited by the Broker in an interest bearing trust account and the interest earned thereon shall accrue for the benefit of Buyer with interest credited to SS# or TIN# as per attached IRS W-9 Form; otherwise, the Iowa Association of REALTORS® Foundation, a charitable non-profit entity, will receive the interest.

6. **BROKER'S FEE:** Seller agrees to pay HERTZ REAL ESTATE SERVICES, Broker, herein as follows: as per Commission Agreement of the total contract sales price in cash at the closing, payable in the Broker's principal office. Commission Agreement with Seller is only for compensation for Seller's Agent.

7. **POSSESSION AND CLOSING:** Settlement or closing shall be on or before November 2, 2017, or after objections to title have been cleared. Possession of the property shall be delivered to the Buyer on November 2, 2017 - Subject to 2017 Custom Agreement in its present condition, ordinary wear and tear excepted.

8. **INSURANCE:** Seller agrees to keep the buildings on said property insured at present coverage until possession is given and in the event the buildings and improvements on said real estate are destroyed or materially damaged by fire or other casualty before possession is given to Buyer, it is agreed that the insurance money received shall go to Buyer to replace or repair said damage. Buyer may obtain additional insurance.

9. **SURVEY:** This property shall be surveyed. Cost to be paid 100% by the Buyer.

10. **FIXTURES:** All personal property that integrally belongs to or is part of the real estate, whether attached or detached, such as, water pumps and systems, automatic heating equipment, electrical service cable, fencing and other attached fixtures, trees, bushes, shrubs and plants, feed bunks in the fence, installed fences and gates, propane tanks not under lease, water association rights where applicable, hog and cattle waterers in the fence or permanently installed, grain storage buildings and hog and cattle sheds on permanent foundations, auger and conveyor systems shall be considered part of real estate and included in this sale except: None

All grain, livestock, hay, silage and non-realty property on the real estate are reserved by the Seller or Seller's tenant.

11. **CONDITION OF PROPERTY:** The real estate (and any personal property contracted for) in its present condition as of date of this offer, will be preserved and delivered intact at the time possession is given. The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal. Buyer accepts the property in its present condition.

12. **GROUNDWATER HAZARD STATEMENT:** At closing, a Groundwater Hazard Statement will be filed by the Seller(s) regarding the following items: 1. wells; 2. solid waste disposal; 3. hazardous wastes; 4. underground storage tanks; 5. private burial site and 6. private sewage disposal system located on the Property. If any of these are located on the property, they are as follows:

None

Brokers, their Agents, Employees and Associates shall not be responsible for any hazardous materials which may be found on this property which have not been disclosed by the Seller(s) or any other parties in interest and are not required to give advice on matters outside the scope of their real estate license.

13. **REPRESENTATIONS:** It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyer by another person or agency. Buyer declares they are purchasing on their own examination and judgment and not through any representations to them made by the Seller, or their agents, as to its location, size, value, future value, income therefrom or as to its production.

14. **TIME:** In the performance of each part of this agreement, time shall be of the essence.

15. **ABSTRACT AND TITLE:** Seller at their expense, shall continue the abstract of title and deliver to Buyer for examination. The abstract shall become the property of the Buyer when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement and title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Each party shall pay costs of additional abstracting and/or title work due to their acts or omissions.

16. **DEED:** Upon payment of purchase price, Seller shall convey title by Corporate Warranty deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with warranties as to acts of Seller up to time of delivery of deed. Seller to pay transfer tax.

17. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If, and only if, the Seller(s), immediately preceding this offer, hold the title to the above described property in joint tenancy; and such joint tenancy is not later destroyed by operation of law or by acts of the Seller(s) then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller(s) in real estate shall be and continue in Seller(s) as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer(s), in the event of the death of either Seller, agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
18. **REMEDIES OF THE PARTIES---FORFEITURE---FORECLOSURE---REAL ESTATE COMMISSION:**
- A. If the Seller(s) fails to fulfill this agreement, he/she will pay to the Broker the regular commission in full, and the Buyer shall have the right to have all payments, plus accrued interest, if any, returned or to proceed by any action or actions at law or in equity, and the Seller agrees to pay costs and attorney fees, and a receiver may be appointed.
- B. If the Buyer fails to fulfill this agreement, the Seller may pursue forfeiture proceedings as provided in the Code of Iowa, all payments made herein shall be forfeited and the earnest money deposit shall be divided equally between Seller and Agent. Any payment to Agent under this section shall not exceed commission referred to in Paragraph 6 of this agreement.
- C. If in addition to the foregoing remedies, either party shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure or specific performance, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed. Either party will pay interest at the maximum legal rate on all amounts herein as and after they become delinquent.
19. **APPROVAL OF COURT:** If this property is an asset of any estate, trust or guardianship that requires court approval for sale, this contract shall be subject to Court approval. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event, the Court Officer's Deed shall be used.)
20. **ALL FUNDS DEPOSITED** hereunder as part payment as herein above set forth shall be held by Broker as Agent in trust pending acceptance of this offer, examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company or persons financing his/her purchase to pay all funds to Broker as Agent for the Seller and Seller authorizes such Agent to accept same. It is agreed that at time of settlement, funds of the purchase price may be used by Broker as Agent to pay taxes, liens, and other sales or purchase expenses of Seller and Buyer to comply with the above requirements; same to be handled under supervision of the Broker as Agent and subject to approval of Buyer's attorney on title questions to produce merchantable title.
21. **CONTRACT BINDING ON SUCCESSORS IN INTEREST:** This contract shall apply to and bind the successors in interest of the respective parties.
22. **TENANT:** If indicated by "yes" in the following space Yes, it shall be the responsibility of Seller at Seller's expense to see to the termination of all rights of existing tenants so Buyer shall have sole possession, subject to the existing 2017 Custom Agreement, and at closing Seller shall exhibit evidence satisfactory to Buyer of such termination.
23. **CONSERVATION PROGRAM CONTRACT(S):** Seller assigns all right, title and interest in any Conservation Program contract(s) for said real estate to Buyer. Seller reserves the right to receive from the Farm Service Agency and/or Natural Resource Conservation Service office their prorated share of any Conservation Program payment(s) prorated to N/A. By acceptance hereof, Buyer, their successors and assigns, assume all obligations for compliance with the terms of said Conservation Program Contract(s).
24. **WORDS AND PHRASES** herein, including any acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.
25. **WATER/SANITARY SYSTEMS:** N/A will assume all responsibilities, including costs, for compliance of all county and state regulations covering the sanitary and water systems on the property.
26. **ELECTRONIC SIGNATURES** on this agreement and/or faxed/scanned copies of signed agreement shall be considered valid.
27. **COUNTERPARTS:** If more than one person is named as a Seller and/or Buyer herein, this contract may be executed by each Seller and/or Buyer, separately, and when so executed, such copies taken together with one executed by Broker on behalf of Brokerage Firm shall be deemed to be a full and complete contract between the parties.
28. **SEVERABILITY:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

29. **IRS §1031 TAX-DEFERRED EXCHANGE:**

(A) Seller reserves the right to structure this transaction as a tax-deferred exchange under Internal Revenue Code §1031. Buyer shall cooperate to complete the said exchange. Seller shall be responsible for all expenses related to seller-initiated exchange.

(B) Buyer shall have the right to assign this Agreement without consent of the Seller, prior to closing, in order to affect a Like-Kind Section §1031 Tax-Free Exchange at no additional cost to Seller. Buyer shall be responsible for all expenses related to a buyer-initiated exchange.

30. **ADDENDUM:** There ____ is X is not an Addendum attached that is part of this Agreement. Said Addendum consists of ____ pages.

31. **OTHER PROVISIONS:**

(A) Seller to receive 100% of the 2017 crop.

(B) The final Purchase Price shall be based on the actual surveyed acres times \$30,500.00 per acre (excluding existing public Road Right-of-Way).

(C) Buyer to pay for all Road Assessments.

(D) Buyer to provide access to adjoining land owned by Seller for Ingress and Egress purposes.

Offer presented this 13th day of April, 2017, and null and void if not accepted on or before April, 2017 @ 1:00 P.M.

ACCEPTED THIS ____ DAY OF April, 2017.

BUYER(S):

Linn Mar Community School District

Q. Shepherd 4/13/17
BUYER: By: Quintin Shepherd, Superintendent Date
 2999 N 10th St, Marion, IA 52302 319-447-3001
 Buyer's Address Phone #

J. Thomas Anderson 4/13/17
BUYER: By: James Thomas Anderson, CFO Date
 2999 N 10th St, Marion, IA 52302 319-447-3008
 Buyer's Address Phone #

HERTZ FARM MANAGEMENT, INC.
 Co-Broker

By: Kirk D. Weih

SELLER(S):

Vaughn Farm Co. Inc.

V. B. Vaughn 4/13/2017
SELLER: By: Vaughn B. Mimes, President Date
 650 mt. Olympus Dr. SE
 Issaquah, WA 98027 206-353-7675
 Seller's Address Phone #

SELLER: By: Donna B. Vaughn, Vice Pres. Date
 400 Harbor Light Road
 Alameda, CA 94501
 Seller's Address Phone #

HERTZ REAL ESTATE SERVICES
 Listing Broker

By: Troy R. Louwagie



CONSENSUAL DUAL AGENCY AGREEMENT (To Be Incorporated and Attached to the Purchase Agreement)
To Be Signed By Buyer Before Submitting Offer And To Be Signed By Seller Before Reviewing Offer.

SELLER: Vaughn Farm Co. Inc.

BUYER: Linn Mar Community School District

PROPERTY ADDRESS/LEGAL DESCRIPTION: _____

The SW 1/4 NE 1/4 of Section 29, Township 84 North, Range 6 West of the 5th P.M., Linn County, Iowa consisting of 39.25 taxable acres more or less, as Identified on attached Exhibit "A" as Parcel #1

DATE OF PURCHASE AGREEMENT: April, 2017

1. DESCRIPTION OF BROKERAGE SERVICES:

Hertz Real Estate Services and its Sales Associates **CAN DO** the following for Seller(s) and Buyers when acting as a Dual Agent:

- Disclose all material defects about the property known to us.
- Treat the Seller and Buyer fairly and honestly.
- Provide helpful information about the property and area to the Buyer.
- Respond accurately to questions about the property.
- Disclose financial qualifications of the Buyer to the Seller.
- Explain real estate terms and procedures.
- Explain to the Buyer the benefits of having the property inspected.
- Explain closing costs and procedures.
- Help the Buyer compare financing alternatives.
- Provide information about comparable properties so the Seller and Buyer may make an educated decision on what price to accept or offer.
- Assist with the standard offer form that will include the necessary protection and disclosures for the Seller and Buyer.
- Work diligently to facilitate the sale within the scope of our expertise and recommend when outside experts should be retained.

Hertz Real Estate Services and its Sales Associates **CANNOT** disclose to Seller and Buyers the following information:

- Confidential information that we may know about the Seller and/or Buyer (e.g. motivation to sell/buy; price/terms; negotiating strategy), without prior written permission of the Seller and/or Buyer.
- The price the Seller will take other than the listing price without written permission of the Seller.
- The price the Buyer is willing to pay without written permission of the Buyer.

2. DESCRIPTION OF HERTZ REAL ESTATE SERVICES' ROLE:

Because Hertz Real Estate Services is acting as agent for both Seller and Buyer in this transaction, Hertz Real Estate Services shall make every reasonable effort to remain impartial to Seller and Buyer. Seller and Buyer acknowledge that prior to the time this Agreement was entered into, Hertz Real Estate Services acted as the exclusive agent of Seller and acted as the exclusive agent of Buyer. In these separate roles, Hertz Real Estate Services may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to Hertz Real Estate Services. Seller and Buyer agree that Hertz Real Estate Services shall not be liable to either party for refusing or failing to disclose information which in the sole discretion of Hertz Real Estate Services would harm one party's bargaining position but would benefit the other party. Nothing contained herein shall prevent Hertz Real Estate Services from disclosing to Buyer any known material defects in the property. Hertz Real Estate Services agrees not to disclose (a) to Buyer information about what price Seller will accept other than the Listing Price, or (b) to Seller information about what price Buyer will pay other than written offered price.

3. DESCRIPTION OF SELLER'S AND BUYER'S ROLES:

Because of Hertz Real Estate Services' dual agency relationship, Seller and Buyer understand that they have the responsibility of making their own decisions as to what terms are to be included in any purchase agreement. Seller and Buyer also acknowledge that they are aware of the implications of Hertz Real Estate Services' dual agency role, and that they have determined that the benefits of entering into a transaction between them and Hertz Real Estate Services acting as agent for both outweigh said implications. Seller and Buyer understand that they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or to the transaction which is the subject matter of a purchase agreement.

AGENCY AGREEMENT

The Seller and Buyer acknowledge and agree that Hertz Real Estate Services and the listing and selling associates (collectively called Hertz Real Estate Services) are undertaking a Consensual Dual Agency representation in the sale of the above property. Seller and Buyer have previously been informed of the possibility of a dual agency arising if a Buyer working with a Hertz Real Estate Services associate becomes interested in a property listed by Hertz Real Estate Services, the Seller and Buyer have consented to this dual representation and hereby confirm their consent by signing below after reading the following description of the type of representation to be provided.

By signing below, you approve and agree that Hertz Real Estate Services and its sales agents may act as dual agent in this transaction.

Linn Mar Community School District

Buyer: By: Quintin Shepherd, Superintendent

4/13/17

Date

Buyer: By: James Thomas Anderson, CFO

4/13/17

Date

Vaughn Farm Co. Inc.

Seller: By: Vaughn B. Himes, President

4/13/2017

Date

Seller: By: Donna B. Vaughn, Vice President

Date



AGENCY POLICY DISCLOSURE AND ACKNOWLEDGMENT

I. IF HERTZ REAL ESTATE SERVICES LISTS YOUR PROPERTY FOR SALE:

- A. When we both list and sell the property, it is the policy of Hertz Real Estate Services to represent both seller and buyer as a **Consensual Dual Agent**.
- B. When we are the listing company but not the selling company, it is the policy of Hertz Real Estate Services to **represent the seller exclusively**.

II. IF HERTZ REAL ESTATE SERVICES WRITES YOUR PURCHASE AGREEMENT:

- A. When we both list and sell the property, it is the policy of Hertz Real Estate Services to represent both the buyer and seller as a **Consensual Dual Agent**.
- B. When we are the selling company with any other brokerage company, it is our policy to reject any offer of subagency from the listing company if it is offered, and **represent the buyer exclusively**.

III. COMMISSION AND SUBAGENCY ARRANGEMENTS BETWEEN COOPERATING BROKERAGE FIRMS.

- A. When we are the listing company, it is the policy of *Hertz Real Estate Services* to submit your listing to the MLS without an offer of subagency.
- B. When we are the listing company, it is the policy of *Hertz Real Estate Services* to reciprocate cooperation and compensation with the selling brokerage firm.

The undersigned acknowledges that in a **Consensual Dual Agency**:

- a. Hertz Real Estate Services will not aggressively represent the interest of either Buyer or Seller to the detriment of the other. Buyer and Seller shall primarily negotiate on their own behalf, and Hertz Real Estate Services shall cease to serve as either Seller's or Buyer's sole and exclusive agent and shall become a **Consensual Dual Agent** for both parties.
- b. Hertz Real Estate Services shall not, without prior consent of the Seller, disclose to the Buyer that the Seller might accept a price less than the Listing Price or material terms other than specified in the Listing, nor shall Hertz Real Estate Services, without the consent of Buyer, disclose to Seller that Buyer may be willing to pay a higher price or accept less favorable terms than indicated in the Buyer's initial offer.
- c. Hertz Real Estate Services shall not disclose to Buyer or Seller personal confidences by the other party which might place that party at a disadvantage; provided further that Hertz Real Estate Services must disclose matters as required by law, known or reasonably discoverable, such as property condition defects or other related matters affecting property value or desirability.

The above Hertz Real Estate Services Agency Policy is hereby approved and I/we acknowledge receipt of a copy of this disclosure document.

Linn Mar Community School District

Buyer: By: Quintin Shepherd, Superintendent

4/13/17
Date

Buyer: By: James Thomas Anderson, CFO

4/13/17
Date

Vaughn Farm, Co. Inc.

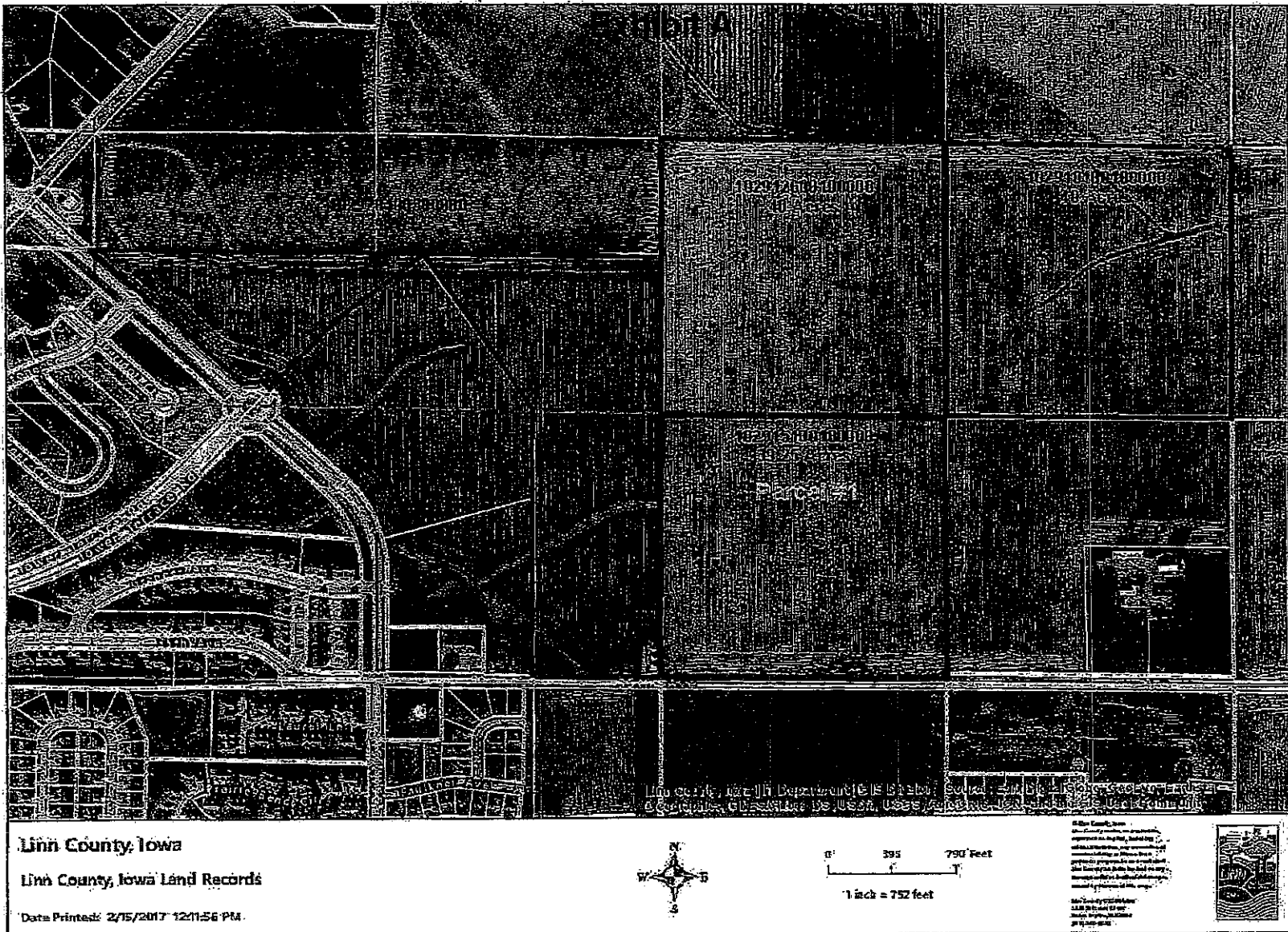
Seller: By: Vaughn B. Himes, President

4/13/2017
Date

Seller: By: Donna B. Vaughn, Vice President

Date

NOTE: THIS IS NOT A CONSENT FORM. IT IS ONLY A DISCLOSURE FORM



Department of Management
Form S-A Publication

NOTICE OF PUBLIC HEARING

**AMENDMENT OF CURRENT BUDGET
FISCAL YEAR 2016/2017**

Date of Public Hearing: May 8, 2017

Time of Public Hearing: 7:00 PM

Location of Public Hearing: Linn-Mar Community School Board Room, 2999 N. 10th Street, Marion, IA 52302

The Board of Directors will conduct a public hearing at the above-noted time and place for the purpose of amending the current school budget by changing estimates of expenditures in the following areas by the following amounts:

Area	From	To	Reasons
Instruction	54,600,000	54,900,000	Costs moved from Support Services
Total Support Services	26,900,000	26,400,000	Cost moved to Instruction and Non-Instruction
Noninstructional Programs	3,838,000	4,038,000	Costs moved from Support Services
Total Other Expenditures	25,453,626	41,418,091	Bond Refunding Series 2007A

This change in estimates of expenditures will be financed from increased receipts and balances not budgeted or considered in the current budget. There will be no increase in taxes to be paid in the fiscal year ending June 30, 2017. At the hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed amendment. A detailed statement of additional receipts other than taxes, balances on hand at the close of the preceding fiscal year, and proposed expenditures, both past and anticipated, will be available at the hearing.



**Linn-Mar Community School District Board of Education
Work Session Minutes
April 10, 2017**

100: Call to Order and Determination of a Quorum

President Isenberg called the meeting to order at 5:00 PM. Roll was taken. All board members were present.

200: Adoption of Agenda *Motion 164-04-10*

Motion Green, second Nelson to approve the agenda. Voice vote. All ayes.

300: Work Session

301: Elementary Presentation

The seven Linn-Mar elementary principals; Kelly Kretschmar, Director of Elementary Teaching and Learning; and Jessica Quandahl, Grant Wood Literacy Consultant, presented on the Multi-Tiered Support System that is being implemented in the elementary buildings. They led the board through the history of their work and shared how the system related to the district's *Strategic Plan*, state requirements, as well as district goals and student achievement. They focused on literacy, but stated that the system works for all goals such as math, behavior, etc. MTSS revolves around four questions or outcomes and ensures that all student needs are met.

302: Closed Session

Motion Patterson, second AbouAssaly to enter closed session at 6:16 PM as provided in Iowa Code section 21.5(1)(j) of the Open Meetings Law to discuss the purchase of particular real estate. Roll call vote. Ayes: Gadelha, Green, Isenberg, Nelson, Patterson, Weaver, and AbouAssaly. Nays: none.

401: Motion to Return to Open Session

Motion Weaver, second Patterson to return to open session at 6:24 PM. Roll call vote. Ayes: Green, Isenberg, Nelson, Patterson, Weaver, AbouAssaly, and Gadelha. Nays: none.

502: Board Learning

The board discussed the superintendent evaluation procedure and tool. Isenberg and Green worked together to develop the draft procedure. The board was in consensus to move forward with this plan. The document will be brought to the board in April for approval and the superintendent evaluation will occur in June.

600: Adjournment *Motion 165-04-10*

Motion Patterson, second AbouAssaly to adjourn at 6:42 PM. Voice vote. All ayes.

Tim Isenberg, Board President

Angie Morrison, Board Secretary



**Linn-Mar Community School District Board Meeting
Regular Meeting Minutes
April 10, 2017**

100: Call to Order and Determination of a Quorum

President Isenberg called the meeting to order at 7:00 PM. Roll was taken. All board members were present.

200: Adoption of the Agenda *Motion 166-04-10*

Motion Patterson, second Nelson to approve the agenda with the walk-in. Motion carried.

300: Recognitions/Proclamations

The winners of the 2016-17 LIONS Awards and Volunteer Recognitions were announced. Winners were:

- **L**iving Legend Award for Excellence in Leadership: Keith Ponto
- **I**nnovators for Excellence in Positive Change: Sara Hofer & Karla Koenen
- **O**ptimizer for Excellence in Teamwork: Rachelle Haker
- **N**ewcomer for Excellence in New Ideas: Brian Johnson
- **S**ervice for Excellence in Superior Performance: Nadine Grieder

- Above & Beyond Volunteer Award: Beth Graves
- Above & Beyond Volunteer Award: Rachael Kumoto
- Making a Difference Volunteer Award: Jessi Pfaff
- Unsung Hero Volunteer Award: Sue Harkness

400: Audience Communications

500: Resolutions/Opening of Bids/Public Hearings

501: Public Hearing on Proposed Certified Budget for FY18 *Refer to Exhibits 701.1 & 702.1*
Isenberg opened the public hearing and closed it after no comments were received.

600: Informational Reports

601: Finance/Audit Committee (March 9):

Committee discussed the Committee Commission document.

602: Marion City Council (March 9, March 23, and April 6):

Green, Weaver and AbouAssaly reported on the council meetings that they attended.

603: Equity Committee (April 5):

Bisgard reported that the Shirley Pantini Equity Award was the topic of discussion.

604: Coffee Conversation (April 8):

Gadelha and Weaver attended and reported on the items discussed which included the Wilkins Elementary principal search and the district restructuring process.

605: Board Book:

Exhibit 605.1

Dr. Shepherd highlighted items from the *Board Book* including the 9th grade orientation plan on and the communication department information.

606: Modified Restructure Plan

Exhibit 606.1

Dr. Shepherd brought the board up-to-date on the plan and the work of both the Steering Committee and the Facilities Committee. The board shared their thoughts and what they would like to see moving forward, including community and staff input. The board will revisit the plan on April 24th.

700: Unfinished Business

701: Presentation on Proposed Certified Budget for FY18

Exhibit 701.1

Anderson gave a presentation on the Proposed Certified Budget for FY18. The tax levy will remain stable for the upcoming year.

702: Approval of Proposed Certified Budget for FY18 **Motion 167-04-10**

Exhibit 702.1

Motion Patterson, second Green to approve the proposed FY18 budget as presented. Voice vote. All ayes. Motion carried. Patterson stated that it was nice to have the SSA number in time for certification.

800: New Business

801: Fundraising Requests **Motion 168-04-10**

Exhibit 801.1

Motion Patterson, second AbouAssaly to approve the fundraising requests as presented per board policies 1005.4 and 1005.4-R. Voice vote. All ayes. Motion carried.

802: Open Enrollment Requests **Motion 169-04-10**

Motion AbouAssaly, second Patterson to approve the open enrollment requests as presented for the 2017-18 school year. Voice vote. All ayes. Motion carried.

Approved In

Name	Grade	Residing District	Reason
Ascher, Dalilah	K	Alburnett CSD	On Time
Miene, Camron	12 th	Alburnett CSD	On Time
Rojek, Joey	12 th	Alburnett CSD	On Time
Engelbart, Thomas	K	Anamosa CSD	On Time
Perez, Mia	K	Belle Plaine CSD	On Time
Anderson, Kirstin	4 th	Cedar Rapids CSD	On Time
Anderson, Shaylin	1 st	Cedar Rapids CSD	On Time
Cole, Bella	3 rd	Cedar Rapids CSD	On Time
Coon, Noah	K	Cedar Rapids CSD	On Time
Danavulapati, Manohar	K	Cedar Rapids CSD	On Time
DeBow, Taja	6 th	Cedar Rapids CSD	On Time
DeBow, Takoda	6 th	Cedar Rapids CSD	On Time
Duclos, Isla	K	Cedar Rapids CSD	On Time
Elmore, Isaiah	8 th	Cedar Rapids CSD	On Time
Etzel, Adrian	K	Cedar Rapids CSD	On Time
Farley, Chrislyn	K	Cedar Rapids CSD	On Time

Name	Grade	Residing District	Reason
Farley, Vanessa	8 th	Cedar Rapids CSD	On Time
Ferreter, Emma	K	Cedar Rapids CSD	On Time
Haskell, Lily	4 th	Cedar Rapids CSD	On Time
Hawkins, Caleb	11 th	Cedar Rapids CSD	On Time
Hoefer, Olivia	7 th	Cedar Rapids CSD	On Time
Jackson, Kendrick	K	Cedar Rapids CSD	On Time
Jacobson, Kayla	10 th	Cedar Rapids CSD	Good Cause
Johnson, Drew	K	Cedar Rapids CSD	On Time
Julka, Meera	6 th	Cedar Rapids CSD	On Time
Khor, Neo	1 st	Cedar Rapids CSD	On Time
LaRue, Charlotte	1 st	Cedar Rapids CSD	On Time
Machovec, Faith	9 th	Cedar Rapids CSD	On Time
McAdory, Isabella	K	Cedar Rapids CSD	On Time
Miller, Matthew	K	Cedar Rapids CSD	On Time
Morris, Olivia	K	Cedar Rapids CSD	On Time
Mulnik, Hayden	K	Cedar Rapids CSD	On Time
Munyakazi, Isabella	1 st	Cedar Rapids CSD	On Time
Ngo, Liam	9 th	Cedar Rapids CSD	On Time
Oakland, Eli	1 st	Cedar Rapids CSD	On Time
Oakland, Jordann	3 rd	Cedar Rapids CSD	On Time
Owings, Griffin	K	Cedar Rapids CSD	On Time
Pfeiler, Sloan	K	Cedar Rapids CSD	On Time
Robe, Davis	6 th	Cedar Rapids CSD	On Time
Rubrecht, Gavin	K	Cedar Rapids CSD	On Time
Schoeneman, Kyper	1 st	Cedar Rapids CSD	On Time
Scholl, Timothy	K	Cedar Rapids CSD	On Time
Shanahan, Myah	K	Cedar Rapids CSD	On Time
Skersick, Paul	K	Cedar Rapids CSD	On Time
Smith, Bristol	K	Cedar Rapids CSD	On Time
Svendsen, Aiden	K	Cedar Rapids CSD	On Time
Thompson, Decker	K	Cedar Rapids CSD	On Time
Thomsen, Colt	K	Cedar Rapids CSD	On Time
Valencia, Talin	4 th	Cedar Rapids CSD	On Time
Whitlock, Cole	K	Cedar Rapids CSD	On Time
Fleege, Jamison	K	Center Point-Urbana CSD	On Time
Gail, Allison	K	College CSD	On Time
Arends, Hayden	K	Marion Independent SD	On Time
Bear, Lucas	K	Marion Independent SD	On Time
Blazek, Timothy	K	Marion Independent SD	On Time
Bowers, Bree	K	Marion Independent SD	On Time
Coleman, Camden	K	Marion Independent SD	On Time
Gire, Luca	K	Marion Independent SD	On Time
Handford, Izaiah	K	Marion Independent SD	On Time
Jenatscheck, Chloe	11 th	Marion Independent SD	On Time
Kelty, Kinnick	K	Marion Independent SD	On Time
Kolodick, John	K	Marion Independent SD	On Time
Kral, Kohen	K	Marion Independent SD	On Time
Merry, Jade	K	Marion Independent SD	On Time
Neighbor, Dawson	K	Marion Independent SD	On Time
Neighbor, Dylan	3 rd	Marion Independent SD	On Time
Petersen, Rydder	1 st	Marion Independent SD	On Time
Rajkumar, Sasha	3 rd	Marion Independent SD	On Time
Rajkumar, Shika	1 st	Marion Independent SD	On Time
Ramirez, Nadiyah	K	Marion Independent SD	On Time

Name	Grade	Residing District	Reason
Janssen, Chance	10 th	Monticello CSD	On Time
Carlson, Lucas	K	Olin CSD	On Time

Approved Out

Name	Grade	District Requested	Reason
Williams, Kayan	2 nd	Clear Creek Amana CSD	Good Cause

Denied Out

Name	Grade	District Requested	Reason
Wandling, Lizzie	10 th	Cedar Rapids CSD	Late, no good cause

900: Consent Agenda

901: Personnel

Certified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Cheney, Alyssa	OR: Student Support Services Teacher/Autism	8/15/17	BA Step 1
Fritz, Bridgette	HS: .5 Foreign Language teacher	8/15/17	BA Step 1
Hagy, Tyler	HS: Vocal Music Teacher	8/15/17	MA +45 Step 1
Janssen, Bobbie	From EH to WF 3 rd Gr Teacher	8/17/17	Same
Mittan, Kevin	From EH to WF 4 th Gr Teacher	8/17/17	Same
Pierson, Travis	EX: Computers/PLTW Teacher	8/15/17	MA +15 Step 12
Pomeroy, Elisabeth	HS: From .5 to 1.0 Math Teacher	8/17/17	Same
Sieck, Nichole	HS: Foreign Language Teacher	8/15/17	MA Step 15
Spratt, Tasha	HS: From .5 to 1.0 Language Arts Teacher	8/17/17	Same
Volken, Aleen	From EH SSS Teacher to WF 2 nd Gr Teacher	8/17/17	Same

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Fox, Chelsea	EX: 6 th Gr (LOA)	6/2/17	Personal
Legore, Kelsey	EX: Vocal Music Teacher	6/2/17	Other Employment
Shorter, Margaret	District: ELL Teacher	6/2/17	Relocation
Winkel, Patrice	OR: Reading Teacher	6/2/17	<i>Retirement</i>

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Andersen, Rex	From LRC to NE Custodian	3/27/17	Same
Baldwin, Craig	From NE to EX Custodian	3/27/17	Same
Dennis, Katie	AC: Aquatic Instructor/Lifeguard	4/3/17	\$11.00 / \$8.25
Johnson, Christian	EX: Student Support Associate	3/9/17	LMSEAA II, Step 10
Meinecke, James	AC: Aquatic Instructor	3/20/17	\$12.00/hour
Skotarek, Gerald	Four Oaks/ATLAS: Student Support Associate	3/23/17	LMSEAA II, Step 6
Sykes, Karen	From EX to LG Custodian	3/27/17	SEIU C, Step 11
Timp, Taylor	From .5 NE to .5 NE/.5 LG Student Support Assoc	3/8/17	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Noth, Ruth	NS/BW: SDS Manager/General Ed Asst	6/30/17	<i>Retirement</i>
Snell, Theresa	EX: Custodian	5/31/17	<i>Retirement</i>
Zimmer, Michele	HS: 9/10 Building Secretary II	4/6/17	Relocation

Extra-Curricular: Resignation

Name	Assignment	Dept Action	Reason
Gasper, Matt	EX: Head 7 th Gr Football Coach	3/23/17	Personal
Hajek, Alex	EX: Head 8 th Gr Football Coach	3/23/17	Personal
Handke, Josh	HS: Head 9 th Gr Boys Basketball	4/3/17	Personal

902: Approval of March 6th Minutes

Exhibit 902.1

903: Approval of Bills

Exhibit 903.1

904: Approval of Contracts

Exhibits 904.1-8

1. Change order with Garling Construction for the High School kitchen remodel and Oak Ridge Middle School cafeteria expansion projects for a credit of \$1,397.40.
2. Professional services agreement with Shive-Hattery Architecture & Engineering to provide civil, mechanical, and electrical engineering and construction administration services for the LRC fire sprinkler system for a total of \$21,000.
3. Amended fee proposal with OPN Architects relating to the revised master planning/bond issue services for the proposed added fee of \$49,250.
4. Agreement of service with Timberline Billing Service, LLC regarding the accessing of Medicaid reimbursement for covered school-based services.
5. 28E agreement with Cedar Rapids CSD and College CSD to provide a shared secondary school program option called Iowa BIG (BIG) for the students of CRCSD, CCSD, and LMCSO from February 15, 2017 to June 30, 2018.
6. Professional services agreement with Mercy Family Counseling for 2017-18 school year.
7. Agreement with Association for Supervision and Curriculum Development (ASCD) for Consultants Pete Hall and Alisa Simeral to lead two professional learning opportunities for staff at the High School for a total of \$8,000.
8. Preventative maintenance agreement with Push-Pedal-Pull for the High School exercise equipment (refer to exhibit 904.8 for itemized listing).
9. Interagency agreements for educational programming with Burlington CSD (1), Cedar Rapids CSD (5), College Community SD (1), Des Moines Independent CSD (1), Iowa City CSD (2), and Nevada CSD (1). *For student confidentiality, no exhibits provided.*

905: Overnight Fieldtrip Requests

Exhibits 905.1-2

1. Overnight fieldtrip request from Dan Niemitolo for Robotics to attend regionals in La Crosse, Wisconsin from April 12th through April 15th, 2017.
2. Overnight fieldtrip request from Dan Niemitolo for Robotics to attend world championships in St. Louis, Missouri from April 26th through April 29th, 2017. *To meet the four-week submission deadline stated in board policy, submitting prior to qualifying.*

906: Informational Reports

Exhibits 906.1-2

1. Financials and Cash Balance as of February 29, 2016
2. Financials and Cash Balances as of February 28, 2017

907: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and board policy 902.6, the district will list for sale obsolete equipment/furnishings on the [Linn-Mar website>Quick Links>GovDeals](#). *Current items for sale: end tables (2), Craftsman jointer (1), radio arm saw (1), compact vibratory plate (1), and metal band saw (1).*

908: Approval of the Consent Agenda **Motion 170-04-10**

Motion AbouAssaly, second Nelson to approve the consent agenda as presented with the walk-in, personnel exhibit. Voice vote. All ayes. Motion carried. The retirements included were recognized for their service.

1000: Communications, Announcements, and Transmittals

Communication and calendar items were reviewed.

1100: Adjournment **Motion 171-04-10**

Motion Nelson, second Weaver to adjourn at 8:54 PM. Voice vote. All ayes. Motion carried.

Tim Isenberg, Board President

Angie Morrison, Board Secretary

Minutes submitted by Angie Morrison

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
Fund: Aquatic Center		
BROWN AUDREY	GENERAL SUPPLIES	\$21.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$7,495.24
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$142.94
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$611.04
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$142.94
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$611.04
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$723.91
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$612.58
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$919.40
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$7.13
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$14.37
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$11.41
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$1,755.72
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$74.88
SPLASH MULTISPORT	GENERAL SUPPLIES	\$435.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3.26
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$231.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$47.65
Fund Total:		\$13,860.51
Fund: GENERAL		
ADVANCE AUTO PARTS	MAINTENANCE SUPPLIES	\$36.17
ADVANCE AUTO PARTS	TRANSP. PARTS	\$558.76
AGVANTAGE FS	GASOLINE	\$1,525.54
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$320.00
AHLERS AND COONEY, P.C.	PROF SERV: EDUCATION	\$189.00
ALBERTSON JIM	OFFICIAL/JUDGE	\$70.00
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$98.43
ALTORFER	VEHICLE REPAIR	\$1,196.42
ANDERSON, JT	TRAVEL	\$87.75
APPLE COMPUTER INC	GENERAL SUPPLIES	\$299.00
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$299.00
AUTOMATIC DOOR GROUP INC	MAINTENANCE SUPPLIES	\$152.50
BAKER & TAYLOR, INC	LIBRARY BOOKS	\$11.38
BALBOA CAPITAL CORPORATION	INSTRUCTIONAL SUPPLIES	\$218.70
BARNES & NOBLE	GENERAL SUPPLIES	\$459.36
BARNES & NOBLE	LIBRARY BOOKS	\$116.16
BAUER BUILT	TIRES AND TUBES	\$1,884.58
BOOKHOUSE	LIBRARY BOOKS	\$84.15
BRECKE	OTHER PROFESSIONAL	\$1,450.00
BRIZARD SYLVIE	TRAVEL	\$57.88
BROWN PHILIP	TRAVEL	\$54.23
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$556.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$180.00
CAHALAN TOM	OFFICIAL/JUDGE	\$75.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
CALCARA MARILYN	TRAVEL	\$11.43
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$64.30
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$2,212.14
CENTURY CAB INC	INSTRUCTIONAL SUPPLIES	\$1,513.50
CENTURY RESOURCES INC	INSTRUCTIONAL SUPPLIES	\$4,010.05
CENTURYLINK	TELEPHONE	\$2,481.83
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$318.01
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES	\$1,242.24
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$489.37
CLARK SECURITY PRODUCTS INC	MAINTENANCE SUPPLIES	\$240.27
COLLECTION	EE LIAB-GARNISHMENTS	\$2,142.15
COLTON KRISTI	TRAVEL	\$7.29
COMMUNICATIONS ENGINEERING CO	COMP/TECH HARDWARE	\$335.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$10.00
COOKSLEY DAWN	TRAVEL	\$34.63
CRESCENT ELECTRIC	MAINTENANCE SUPPLIES	\$986.69
DEMCO	GENERAL SUPPLIES	\$146.95
DEMCO	INSTRUCTIONAL SUPPLIES	\$231.73
DIESTLER MICHELLE	TRAVEL	\$72.54
DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL SUPPLIES	\$62.48
EDVOTEK	INSTRUCTIONAL SUPPLIES	\$192.50
ELIZABETH LEWIN	GENERAL SUPPLIES	\$8,000.00
ENTAS JAMI	TRAVEL	\$33.31
FAIR-PLAY SCOREBOARDS	REPAIR/MAINT SERVICE	\$238.65
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$17.97
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,602,329.85
FOLLETT SCHOOL SOLUTIONS, INC	INSTRUCTIONAL SUPPLIES	\$67.18
FRY KEVIN	TRAVEL	\$19.34
FULLER LAURA	TRAVEL	\$88.14
GADELHA, RENE	GENERAL SUPPLIES	\$16.49
GOTTO RYAN	TRAVEL	\$25.42
GRANT WOOD AEA	GENERAL SUPPLIES	\$5,003.60
GRANT WOOD AEA	PROF SERV: EDUCATION	\$29,123.00
GRANT WOOD AEA	STAFF WORKSH/CONF	\$125.00
GRIGGS MUSIC INC	EQUIPMENT REPAIR	\$59.98
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$104.99
HALVERSON GINGER	TRAVEL	\$289.89
HANSEN PEGGY	TRAVEL	\$33.54
HAYES ELIZABETH	TRAVEL	\$23.75
HEARTLAND HOME CARE, INC	PROF SERV: EDUCATION	\$2,640.00
HERFF JONES	GENERAL SUPPLIES	\$86.82
HICKS KRISTI	TRAVEL	\$37.17
HOGLUND BUS CO. INC	TRANSP. PARTS	\$10,248.21
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$1,345.95
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$522.70

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
IMON COMMUNICATIONS LLC	TELEPHONE	\$1,935.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$54,808.54
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$234,353.55
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$54,808.54
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$234,353.55
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$401,962.94
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$539.70
IOWA CHORAL DIRECTORS ASSN.	INSTRUCTIONAL SUPPLIES	\$28.00
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$93,441.08
IOWA DEPT OF REVENUE - ADMIN WAGE LEVY	EE LIAB-GARNISHMENTS	\$133.16
IOWA ENVIRONMENTAL SERVICES, INC	OTHER PROFESSIONAL	\$2,800.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$270,559.59
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$406,067.08
IOWA SHARES	EE LIAB-CHARITY	\$28.00
IPEVO INC.	COMP/TECH HARDWARE	\$246.10
ISFIS	OTHER PROFESSIONAL	\$210.00
JESSEN ALICIA	TRAVEL	\$29.56
JOHN DEERE FINANCIAL	MAINTENANCE SUPPLIES	\$44.57
KELVIN TRAN	Professional Educational Services	\$1,000.00
KESL CAROL	TRAVEL	\$50.62
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$2,224.00
KOENEN KARLA	TRAVEL	\$19.19
KOENEN KARLA	TRAVEL	\$41.56
LAMPE DANA	TRAVEL	\$46.56
LANE TODD	TRAVEL	\$41.90
LASER RESOURCES, LLC	Copies	\$7,466.77
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$688.23
LASER RESOURCES, LLC	INSTRUCTIONAL SUPPLIES	\$15.50
LETTER PERFECT	GENERAL SUPPLIES	\$15.00
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$1,512.96
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$10.00
LITERACY RESOURCES, INC	INSTRUCTIONAL SUPPLIES	\$84.99
LMEA	EE LIAB-UNION DUES	\$468.71
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$149.42
LYNCH DALLAS, P.C.	LEGAL SERVICES	\$402.50
MACKIN EDUCATIONAL RESOURCES	LIBRARY BOOKS	\$316.01
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,580.89
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12,290.50
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	\$100.00
MCBRIDE CHRYSANN	STAFF WORKSH/CONF	\$5,849.75
McSWEENEY, CHRISTINE	TRAVEL	\$124.61
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$56.84
MERCYCARE COMMUNITY PHYSICIANS	OTHER PROFESSIONAL	\$880.00
MERCYCARE COMMUNITY PHYSICIANS	PHYSICALS	\$91.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$37,474.29

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$843,775.25
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$34,864.12
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$48,720.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$16,138.90
MIDDLEKAUFF JO	INSTRUCTIONAL SUPPLIES	\$33.45
MIDWAY OUTDOOR EQUIPMENT INC	MAINTENANCE SUPPLIES	\$56.64
MIDWEST COMPUTER PRODUCTS	COMP/TECH HARDWARE	\$83.00
MIDWEST WHEEL	TRANSP. PARTS	\$10.86
MORRISON ANGIE	TRAVEL	\$160.68
MUTUAL WHEEL CO	MAINTENANCE SUPPLIES	\$33.34
NASCO	INSTRUCTIONAL SUPPLIES	\$259.39
NORTHLAND PRODUCTS CO	GREASE,OIL,LUBE,COOL	\$45.00
ORKIN PEST CONTROL	Pest Control	\$415.00
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$227.60
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$284.46
PITTSBURGH PAINTS	MAINTENANCE SUPPLIES	\$855.76
POOL TECH MIDWEST INC	CHEMICALS	\$236.85
PORTER JENNIFER	TRAVEL	\$35.69
POSTMASTER	POSTAGE/UPS	\$10,000.00
PRIMEX WIRELESS, INC	REPAIR PARTS	\$1,164.00
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$2,405.87
QUALITY AUTO REBUILDERS	VEHICLE REPAIR	\$630.31
QUALITY CLEANING EQUIPMENT	GENERAL SUPPLIES	\$294.75
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$175.44
QUINTIN SHEPHERD	TRAVEL	\$32.99
QUINTIN SHEPHERD	TRAVEL	\$173.16
RADIO ENGINEERING INDUSTRIES	RADIOS	\$196.39
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$100.09
REPUBLIC SERVICES	GARBAGE COLLECTION	\$4,310.00
ROCHESTER ARMORED CAR CO INC	OTHER PROFESSIONAL	\$576.00
SAM'S CLUB	INSTRUCTIONAL SUPPLIES	\$22.98
SANDERS BEN	TRAVEL	\$27.49
SCHLEGEL SCOTT	OFFICIAL/JUDGE	\$70.00
SCHOLASTIC BOOK FAIR INC	GENERAL SUPPLIES	\$2,291.21
SCHOLASTIC BOOK FAIR INC	MISC REVENUE	\$2,645.61
SCHOOL BUS SALES	GENERAL SOFTWARE	\$2,099.00
SCHOOL BUS SALES	TRANSP. PARTS	\$1,022.60
SCHOOL SPECIALTY	INSTRUCTIONAL SUPPLIES	\$93.48
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$1,842.97
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$308.01
SEIU LOCAL 199	EE LIAB-UNION DUES	\$749.06
SHORTER MARGARET	TRAVEL	\$49.80
STAPLES	GENERAL SUPPLIES	\$162.43
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$12.50
STATE OF IOWA	GENERAL SUPPLIES	\$45.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,233.14
SUPERSKATE	INSTRUCTIONAL SUPPLIES	\$230.00
SYSTEMS UNLIMITED, INC.	PROF SERV: EDUCATION	\$2,513.50
THE SHREDDER	OTHER PROFESSIONAL	\$477.00
THINKING COLLABORATIVE, LLC	STAFF WORKSH/CONF	\$600.00
THOMAS BUS	TRANSP. PARTS	\$450.44
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$173,367.64
TRIER KELLY	TRAVEL	\$120.67
U.S. CELLULAR	TELEPHONE	\$978.72
U.S. DEPARTMENT OF TREASURY--FMS	EE LIAB-GARNISHMENTS	\$782.83
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$1,271.71
UNITYPOINT HEALTH	PROF SERV: EDUCATION	\$175.00
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$835.26
VIS ALISON	TRAVEL	\$15.21
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$62,464.96
WELLMARK	OTHER PROFESSIONAL	\$1,176.00
WENNEKAMP JOHN	INSTRUCTIONAL SUPPLIES	\$28.11
WIELAND & SONS LUMBER CO	INSTRUCTIONAL SUPPLIES	\$830.50
ZIMMERMAN JESSICA	TRAVEL	\$5.46
ZIMMERMAN JESSICA	TRAVEL	\$37.99
Fund Total:		\$5,746,948.09
Fund: LOCAL OPT SALES TAX		
HERTZ REAL ESTATE SERVICES TRUST	LAND IMPROVEMENTS	\$90,000.00
Fund Total:		\$90,000.00
Fund: MANAGEMENT LEVY		
EMC INSURANCE	BLDG/PROPERTY INS	\$250.00
Fund Total:		\$250.00
Fund: NUTRITION SERVICES		
ADVANCE AUTO PARTS	VEHICLE REPAIR	\$613.95
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$18,870.44
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$2,032.76
EARTHGRAINS	PURCHASE FOOD	\$3,823.01
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$49,491.43
FISH STACY	TRAVEL	\$31.75
GOODWIN TUCKER GROUP	EQUIPMENT REPAIR	\$104.51
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$995.07
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,254.86
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$995.07
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,254.86
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$5,028.18
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$8,960.12
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$13,447.73
JOHNSON ASHLEY	UNEARNED REVENUE	\$90.15
KECK, INC.	PURCHASE FOOD	\$1,385.94

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
LAMMERS SHEENA	UNEARNED REVENUE	\$32.50
LASER RESOURCES, LLC	Copies	\$7.72
LYNCH FORD	VEHICLE REPAIR	\$59.65
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$147.97
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$203.34
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$272.94
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$34,307.52
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$1,049.54
PATTERSON DANIELLE	UNEARNED REVENUE	\$1.55
SABIN KAMMY	UNEARNED REVENUE	\$31.90
SCHOOL NUTRITION ASSOCIATION	DUES AND FEES	\$50.50
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$42.20
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,258.35
U.S. DEPARTMENT OF TREASURY--FMS	EE LIAB-GARNISHMENTS	\$164.71
VADDADI SOUJANYA	UNEARNED REVENUE	\$28.75
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$780.00

Fund Total: \$153,818.97

Fund: PHY PLANT & EQ LEVY

B & H PHOTO	EQUIPMENT >\$1999	\$44.90
BRECKE	CONSTRUCTION SERV	\$6,695.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$4,525.00
F & W SERVICE CO., INC	EQUIPMENT >\$1999	\$3,504.00
HAWKEYE ELECTRICAL CONTRACTORS	CONSTRUCTION SERV	\$1,222.44
McGRATH POWERSPORTS	VEHICLES	\$6,592.96
OPN ARCHITECTS, INC.	ARCHITECT	\$2,175.00
RADIO COMMUNICATIONS CO	BLDG. CONST SUPPLIES	\$1,832.25
TAKEFORM	EQUIPMENT >\$1999	\$14,552.70
VAN METER CO	CONSTRUCTION SERV	\$1,627.45

Fund Total: \$42,771.70

Fund: Pool 10 Million Issue and 2013 10M Issue

COMMUNICATIONS ENGINEERING CO	CONSTRUCTION SERV	\$6,292.00
DLR GROUP INC	ARCHITECT	\$24,999.45
LARSON CONSTRUCTION COMPANY, INC	CONSTRUCTION SERV	\$505,408.35
PODS ENTERPRISES, LLC	BLDG. CONST SUPPLIES	\$318.00

Fund Total: \$537,017.80

Fund: PUB ED & REC LEVY

BLUE GRASS ENTERPRISES INC	GROUPS UPKEEP	\$132.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,532.52
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$31.01
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$132.55
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$31.01
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$132.55
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$206.63
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$145.99

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$219.11
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.51
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$7.19
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$46.30
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$821.66
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$37.44
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$86.07

Fund Total: \$3,565.04

Fund: STUDENT ACTIVITY

AFRICAN AMERICAN MUSEUM OF IOWA	INSTRUCTIONAL SUPPLIES	\$25.00
AL-YASSIRI ALI	OFFICIAL/JUDGE	\$110.00
AMES HIGH SCHOOL	DUES AND FEES	\$125.00
ANDYMARK, INC	INSTRUCTIONAL SUPPLIES	\$123.68
ART CRAFT STUDIO	INSTRUCTIONAL SUPPLIES	\$250.00
BOEHM ROMAN	OFFICIAL/JUDGE	\$115.00
BRINKMEYER COREY	INSTRUCTIONAL SUPPLIES	\$52.67
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$715.00
BURKEN STEVEN JAY	OFFICIAL/JUDGE	\$115.00
CEDAR VALLEY WORLD TRAVEL	TRAVEL	\$1,170.00
CLEPPER RYAN	OFFICIAL/JUDGE	\$100.00
COE COLLEGE WRESTLING	INSTRUCTIONAL SUPPLIES	\$750.00
COOK JEFF	OFFICIAL/JUDGE	\$130.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$1,187.00
CULLISON MICHAEL	OFFICIAL/JUDGE	\$120.00
DECORAH HIGH SCHOOL	DUES AND FEES	\$75.00
DEI ROSSI MARKETING	INSTRUCTIONAL SUPPLIES	\$592.75
DUBUQUE HEMPSTEAD HIGH SCHOOL	DUES AND FEES	\$85.00
DUNN JENNIFER	OFFICIAL/JUDGE	\$130.00
ECISOA	INSTRUCTIONAL SUPPLIES	\$160.00
ENTERPRISE	TRAVEL	\$1,088.08
FALAH AL-YASSERY	OFFICIAL/JUDGE	\$115.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,056.99
GARMENT DESIGN	INSTRUCTIONAL SUPPLIES	\$5,181.75
HALLS PHOTO	INSTRUCTIONAL SUPPLIES	\$100.00
HOYT BOB	OFFICIAL/JUDGE	\$150.00
HUNTERS RIDGE GOLF COURSE	DUES AND FEES	(\$120.00)
HUNTERS RIDGE GOLF COURSE	INSTRUCTIONAL SUPPLIES	\$1,600.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$382.13
INSTUMENTALIST AWARDS LLC	INSTRUCTIONAL SUPPLIES	\$144.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$18.27
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$78.13
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$18.27
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$78.13
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$108.65
IOWA ACADEMY OF SCIENCE - UNI	DUES AND FEES	\$145.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
IOWA ACADEMY OF SCIENCE - UNI	INSTRUCTIONAL SUPPLIES	\$2.50
IOWA FFA ASSOCIATION	INSTRUCTIONAL SUPPLIES	\$256.00
IOWA HIGH SCHOOL ATHLETIC ASSOC	INSTRUCTIONAL SUPPLIES	\$60.45
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$68.02
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$102.06
IOWA SCIENCE OLYMPIAD	DUES AND FEES	\$100.00
IRC TEAM SPORTS	INSTRUCTIONAL SUPPLIES	\$239.85
JANDIK DEAN	OFFICIAL/JUDGE	\$115.00
JOE SAMPLE	OFFICIAL/JUDGE	\$110.00
LLOYD BEN	OFFICIAL/JUDGE	\$130.00
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$286.20
LUIS PARRAGUEZ	OFFICIAL/JUDGE	\$120.00
MACKIN EDUCATIONAL RESOURCES	INSTRUCTIONAL SUPPLIES	\$1,092.24
MEDICAL SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$50.64
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$219.90
MUSCATINE HIGH SCHOOL	DUES AND FEES	\$80.00
NASCO	INSTRUCTIONAL SUPPLIES	\$527.05
PATTERSON JIM	OFFICIAL/JUDGE	\$245.00
PAYNE TRENT	OFFICIAL/JUDGE	\$130.00
PLEASANT VALLEY HIGH SCHOOL	DUES AND FEES	\$75.00
PORTO'JONNY	INSTRUCTIONAL SUPPLIES	\$339.00
PRAIRIE VOLLEYBALL	DUES AND FEES	\$300.00
QUAD CITY MUSIC GUILD	INSTRUCTIONAL SUPPLIES	\$195.00
SCHLEGEL SCOTT	OFFICIAL/JUDGE	\$215.00
SPORTSGRAPHICS	INSTRUCTIONAL SUPPLIES	\$303.00
STORM STEEL	INSTRUCTIONAL SUPPLIES	\$16.47
THADEN COURTNEY	OFFICIAL/JUDGE	\$225.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$43.58
TRESONA MULTIMEDIA, LLC	INSTRUCTIONAL SUPPLIES	\$344.00
TURNER TYLER	OFFICIAL/JUDGE	\$72.50
VIBRATIONS PRO DJs & PHOTOBOOTH	INSTRUCTIONAL SUPPLIES	\$400.00
VINTON-SHELLSBURG COMM SCHOOL	INSTRUCTIONAL SUPPLIES	\$42.00
VOSATKA MICHAEL	OFFICIAL/JUDGE	\$245.00
WATERLOO WEST HIGH SCHOOL	DUES AND FEES	\$120.00
WAYZATA RESULTS	INSTRUCTIONAL SUPPLIES	\$1,800.00
WEST HIGH MATH CLUB	DUES AND FEES	\$60.00
WEST HIGH SCHOOL	DUES AND FEES	\$90.00
WOOD ERIC	OFFICIAL/JUDGE	\$130.00
XAVIER HIGH SCHOOL	DUES AND FEES	\$84.00

Fund Total: \$25,309.96

Fund: Student Store

RAYGUN	GENERAL SUPPLIES	\$168.00
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Fund Total: \$168.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 04/07/2017 - 04/20/2017

Fiscal Year: 2016-2017

Vendor Name	Description	Check Total
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Grand Total: \$6,613,710.07

End of Report



MEMORANDUM OF UNDERSTANDING
BETWEEN
Linn-Mar Community School District and



Exhibit 904.1

Workplace Learning Connection (WLC) agrees to:

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

Workplace Learning Connection signature

Date

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

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

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

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

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

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

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

Budget line item for *Career Development Activities* based on the
2016-2017 Enrollment reported to Iowa Department of Education:

Middle/Junior (6-8)	@ \$3.50 / student	X	1723 students	=	\$6,030.50
High School	@ \$5.50 / student	X	2158 students	=	\$11,869.00
Total for 2017-18					\$17,899.50
					(Invoiced 07/2017)

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

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

Superintendent/Designee signature

Date

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

COOPERATIVE AGREEMENT
by and between
UNIVERSITY OF NORTHERN IOWA AND EDUCATIONAL AGENCIES
for the 2017-2018 Academic Year

This agreement entered into by and between the Board of Regents, State of Iowa, the governing body of the University of Northern Iowa, and Linn-Mar Community School District (hereinafter referred to as the "cooperating educational agency"), in accordance with the Code of Iowa:

Section 262.30 ... CONTRACTS FOR TRAINING TEACHERS provides:

The board of directors of any school district in the state of Iowa may enter into contract with the state board of regents for furnishing instruction to pupils of such school district, and for training teachers for the schools of the state in such particular lines of demonstration and instruction as are deemed necessary for the efficiency of the University of Northern Iowa ... as training schools for teachers.

AND, Section 272.27 ... STUDENT TEACHING AND OTHER EDUCATIONAL EXPERIENCES provides:

If the rules adopted by the board of educational examiners for issuance of any type or class of license require an applicant to complete work in student teaching, prestudent teaching experiences, field experiences, practicums, clinicals, or internships, an institution with a practitioner preparation program approved by the state board of education under section 256.7, subsection 3, shall enter into a written contract with any school district, accredited nonpublic school, preschool registered or licensed by the department of human services, or area education agency in Iowa under terms and conditions as agreed upon by the contracting parties. Please see 272.27 for full details.

1. Scope of Agreement

- 1.1 This Agreement sets forth the role, responsibilities, and rights of personnel associated with the cooperating educational agency, personnel associated with the University of Northern Iowa and of any student enrolled at the university, while assigned as a student teacher or for any other educational experience in the cooperating educational agency.

2. Options of Student Teachers and other Educational Experience Students

- 2.1 Students must be registered for the appropriate university course. Student teaching is a full semester experience. (Students seeking additional endorsement may register for four (4) hours of credit.) The student teaching period will be a minimum of 14 weeks in duration.

3. Placement of Students

- 3.1 Placement of students shall be accomplished on a cooperative basis between the University of Northern Iowa and the cooperating educational agency.
- 3.2 Placement shall be initiated by the university coordinator (hereinafter referred to as coordinator) upon completion of an application from each student setting out his/her qualifications/background and the assignment(s) needed to meet course requirements, certification, endorsement, and approval area standards.
- 3.3 Requests for assignment of students may be accompanied by suggested names of individuals who are recommended to serve as a cooperating teacher/educational agency supervisor by the coordinator.
- 3.4 The University of Northern Iowa reserves the right to decline the assignment of a student to classroom teachers/educational agency supervisors who may request a student. However, said decision shall not be based on race, color, sex, national origin, disability, age, religion, sexual orientation, veteran status or on any other basis protected by state and/or federal law.
- 3.5 The cooperating educational agency reserves the right to refuse assignment to any given student. However, said decision shall not be based on race, color, sex, national origin, disability, age, religion, sexual orientation, veteran status or on any other basis protected by state and/or federal law.

4. Termination or Change of Assignment

- 4.1 The coordinator or cooperating educational agency may, for good cause, terminate or change the assignment of any student. Prior to reaching a decision the coordinator and the cooperating educational agency designee shall consult with the cooperating teacher/educational agency supervisor and all other concerned parties regarding the reason(s) for termination or change in assignment.

5. Supervision of Students

- 5.1 A member of the university faculty, or designee, will serve as the coordinator or supervisor of the student teaching program or educational experiences for the purpose of administering the program and supervising/evaluating the students in cooperation with the cooperating teachers/educational agency supervisors who guide and direct the students.
- 5.2 The identification, selection and continued use of qualified cooperating teachers/educational agency supervisors shall be the joint responsibility of the coordinator and the administrators of the cooperating educational agencies.

(over)

- ## 6. Evaluation

- ## 7. Status, Authority, and Tort Liability Protection of Students

- ## 8. Substitute Teaching

- ### 9. Compensation to Cooperating Teachers for Work with Student Teachers

- APPROVED**

Date: _____

Designee, President of University of Northern Iowa

Date: 03/20/2017

Distribution of copies:

() Cooperating Educational Agency
() Office of the President's Designee



**Memorandum of Understanding
2017 – 2018**

Linn-Mar Comm School District

This contract is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Linn-Mar Comm School District, 2999 N Tenth St, Marion, IA 52302.

PROVISIONS:

1. Luther College and Linn-Mar Comm School District agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to: student teaching, student observations, and other field experiences.
2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Linn-Mar Comm School District.
3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Linn-Mar Comm School District, as well as the option of Luther College, should circumstances warrant such an action.
4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area. It may not be their first year in their current assignment/building.
5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Linn-Mar Comm School District for this process. If the school does not have a system in place by which the student can complete this requirement, Luther College will process an extensive National background check for the student. The student will be required to pay the processing fee and submit the completed report to Linn-Mar Comm School District. This background check will include:
 - National Sex Offender Registry
 - National Criminal Database
 - Criminal Search – County
 - ID Trace Pro
6. Linn-Mar Comm School District and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed Student Teacher Evaluation from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the term shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - \$75
- January Term developing practicum (Methods) - \$100
- Student teaching
 - 4 weeks - \$100
 - 6-9 weeks - \$175

Luther College will send the stipend payment to the cooperating teacher's home address.

☐ Please check here if Linn-Mar Comm School District requires that payment be sent directly to the District.

Signature: _____ Date: _____
Representative, Linn-Mar Comm School District

Signature: Barbara Boback Date: 4/8/17
Department Chair, Luther College Education Department

Signature: Kevin Kraus Date: 4/3/17
Academic Dean, Luther College



SHARON WALKER SCHOOL
OF EDUCATION

1501 Morningside Avenue
Sioux City, Iowa 51106
712.274.5000
www.morningside.edu

**AGREEMENT FOR
STUDENT TEACHING AND FIELD EXPERIENCE PLACEMENT
BETWEEN**

**The Board of Education
Linn-Mar Community Schools
2999 N. 19th Street
Marion, IA 52302**

and

**Morningside College
1501 Morningside Avenue
Sioux City, Iowa 51106**

It is agreed that the following considerations shall serve as the basis for a working agreement between the two participating institutions:

1. Only those student teachers who have satisfactorily completed the necessary academic requirements and professional training for their specific majors will be approved for student teaching assignments.
2. The Morningside College Education Department Chair will collaborate with the District administration or the designated District employee regarding the placement of student teachers. Field experience placements will be made by the Morningside College Field Experience Coordinator in collaboration with the District administration or his/her designee.
3. Cooperating teachers for student teaching and field experiences shall be approved by the building or District administration and the Morningside College Education Department Chair on the basis of their evident qualifications for these responsibilities.
4. Cooperating teachers for student teachers must be certified in the areas in which they will be supervising student teachers and must have a minimum of three years of teaching experience.
5. Cooperating teachers for student teachers will be paid a stipend of \$180.00 for a fourteen-week assignment and \$105.00 for an eight-week assignment. The stipend will be paid to the cooperating teacher by Morningside College at the end of the semester.

*The Morningside College experience cultivates a passion for life-long learning and
a dedication to ethical leadership and civic responsibility.*

6. No stipend is paid to the cooperating teachers for supervision of field experience students.
7. Any changes to the original assignment of a student teacher must be approved by the Education Department Chair at Morningside College and the building or District administration. In the case of field experience students, a mutual agreement among the Morningside College faculty member, the cooperating teacher, and the building or District administration must occur.
8. Each party reserves the right to terminate an assignment at any time if the student teaching or field experience proves to be unsatisfactory. In case of discontinuance of a student teacher, Morningside College shall pay all obligations incurred at the time of discontinuance.
9. The District shall allow the student teachers the use of the physical resources of the schools that are normally provided to classroom teachers, including the building, technology, equipment, essential supplies, library facilities, etc. that are necessary and reasonable to enable the student teacher to function adequately in the school.
10. The regular curriculum of the participating school district shall be used.
11. Student teachers and practicum students shall be under the supervision of certified personnel of the District at all times during these experiences. The student teacher is not to be used as a substitute teacher.
12. All field experience candidates and student teachers will have completed a background check before beginning their field experience or student teaching assignment.
13. Policy Title: Communicable Diseases Code No. 504.2 shall be a part of this Agreement. (Copy is attached.)
14. This contract is for the duration of the 2017-18 academic year.

Morningside College

By  _____
Ron Jorgensen
Vice President for Business and Finance

Date 4/6/17

Linn-Mar Community Schools

By _____
President, Board of Education or Designee

Date _____

STUDENT PERSONNEL

Series 500

Policy Title: Communicable Diseases

Code No.: 504.2

All known cases of communicable diseases (as defined by the Iowa Department of Health) shall be reported to the superintendent. The superintendent shall provide information with regard to cases of communicable disease only as required by law and as necessary to assure appropriate handling of the student's case.

In accordance with Iowa Code 282.3(1), any student with a communicable disease shall be excluded when his or her condition may be injurious to the health of others or when the student is too ill to attend school. The student's parent, together with the student's physician, shall make the initial decision as to whether the student should be excluded.

If the parent and physician do not exclude the student, the superintendent or his or her representative may exclude the student if the student is too ill to attend school or if his or her attendance would be injurious to the health of others. The student may be required to submit to an examination at the school district's cost by a physician chosen by the school district.



Exhibit 904.5
4041 Shady Oak Drive
Marion, Iowa 52302
(319) 365-7347
Toll-Free (888) 771-6765
www.ElitePhoto1.com
Kevin L. Kamp, President

PHOTOGRAPHY AGREEMENT

Agreement made this ____1st__ day of __May____, 2017__, between Elite Photography of 4041 Shady Oak Dr, Marion, Linn County, Iowa, referred to as "Elite Photo", and Linn-Mar Community School District, of Marion_____, Linn County, _____, referred to as "The School".

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

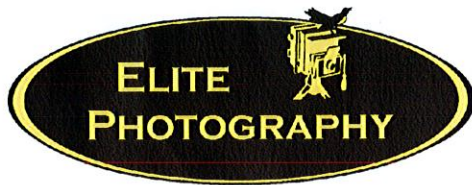
1. Term. The term of this contract shall be for _one (1) year(s) during which time The School shall grant to Elite Photo the exclusive rights to commencement photography. No other photographer shall provide commencement photographs during the term of this contract.
2. Commission. Elite Photo may provide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

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

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

Your full-service professional photography studio, specializing in:

◆ Weddings ◆ Youth/School Sports ◆ Portraits ◆ Fund Raising ◆ Free Lance Commercial ◆ Reunions/Large Groups ◆



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

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

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

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

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

6. Termination of Agreement Prior to Termination of Term. It is agreed that if The School elects to terminate this agreement prior to the 2015 commencement ceremony, The School may do so by paying to Elite Photo the sum of \$500.00

7. Automatic Extension. Unless either party notifies the other party by registered mail at least _____ month(s) before the expiration of the term of this agreement of the intention not to renew and continue the agreement, such term shall be automatically extended for a further period of zero ____0____ year(s); in such event, all terms and provisions of the agreement shall continue in full force and effect during the extension period, except that there shall be no automatic renewal after the expiration of the extension period.

8. Miscellaneous Provisions. It is agreed that the parties have participated in the preparation of this Agreement. It is agreed that if any provision of this Agreement shall be found by any court of competent jurisdiction to be unclear and ambiguous, that the rule of contract construction that any such provision be construed against the party who prepared the instrument shall not apply.

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



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

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

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


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

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

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

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

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

ELITE PHOTOGRAPHY
BY: 
Kevin L. Kamp, Owner

By: _____
School Representative

ATM AGREEMENT

This Agreement is made this ____ day of April, 2017 by and between FARMERS STATE BANK, Marion, Iowa ('Bank') and the LINN MAR COMMUNITY SCHOOL DISTRICT ('Merchant').

For valuable consideration, the receipt of which is hereby acknowledged, Bank and Merchant agree as follows:

1. **Establishment of Satellite Terminal.** Bank is authorized to establish a satellite terminal (ATM) as defined in Iowa Code Section 527.2 at the Linn Mar Community School District located at 2999 10th St, Marion, IA 52302.
2. **Compliance with Iowa Code.** This Agreement is entered into pursuant to the requirements of Section 527.5 of the Iowa Code, and in accordance with the restrictions under Section 527.4 of the Iowa Code. This Agreement will be submitted to the Iowa Division of Banking along with the "informational statement" required under Section 527.5 of the Iowa Code.
3. **Term.** This Agreement shall commence on the ____ day of April, 2017 and be in full force and effect for an initial period of twelve (12) months. This Agreement will automatically renew for successive periods of one year, unless terminated as hereafter provided. After the initial twelve month term, either party may terminate this Agreement, in whole or in part, with ninety (90) days written notice to the other party. Upon termination, Bank shall remove the terminal, and discontinue terminal sponsorship with the Élan network, as described below.
4. **Obligations of Farmers State Bank.** Bank's obligations under this Agreement are as follows:
 - a. Bank shall provide an automated teller machine (ATM) at the Linn Mar Community School District. Bank shall have sole responsibility for the maintenance of the terminal and incidental equipment necessary for the proper operation of the terminal. Bank shall not be liable to Merchant for any loss of business or profits or any other potential losses or damage direct or indirect, consequential or otherwise, due to or caused by any malfunction in the terminal, except as such loss or damage is covered by insurance specified in paragraph 6 below. The Merchant shall not be liable to Bank for any loss of any kind whatsoever due to or caused by any malfunction of the terminal or the incidental equipment necessary for the operation of the terminal. The Merchant shall not be required to exercise any greater degree of care with respect to the terminal and incidental equipment than it exercises with respect to its own property and equipment.
 - b. Bank will provide insurance for any physical damage to the terminal, which cost shall be borne by Bank.
 - c. Bank shall be responsible for providing all regular and normal service and first and second line maintenance on the terminal.
 - d. Bank will act as sponsor for the terminal with the Élan Network. Telephone communication lines between the terminal and the Élan Network are part of this sponsorship, and the Merchant will make available to Bank such communication lines as are necessary to maintain this sponsorship.

- e. Bank will provide problem and fault call resolution service which shall be available from 8AM to 5PM, five days a week, excluding Holidays. It is agreed by the Merchant and Bank that these hours represent minimum standards and may be increased at the option of Bank.
- f. Bank shall comply with all applicable laws, rules and regulations pertaining to the installation and operation of such terminal and shall hold the Merchant harmless against any fine, penalty or damage for any actual or alleged failure on the part of Bank to comply therewith. Bank shall also hold the Merchant harmless from any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever including reasonable attorney's fees to which any of them may become subject arising out of, or based upon, a breach by Bank of its obligations under this Agreement.
- g. Bank may elect to provide some of the services described herein through a subcontractor, however, it is agreed by both parties that the provisions of services by a subcontractor does not relieve Bank from any of its obligations or liabilities under this Agreement.

5. **Obligations of the Merchant (Linn Mar Community School District).** Merchant obligations under this Agreement are as follows:

- a. The Merchant shall provide the floor space, electricity, communication line (secure Internet), and video necessary to operate the terminal. The Merchant shall not be liable to Bank should electricity to the ATM locations be discontinued or canceled for any reason.
- b. The Merchant shall notify Bank promptly of any known malfunction of the terminal and incidental equipment, but the Merchant shall not be liable to Bank should it fail to so notify Bank. The Merchant shall make video surveillance available to Bank should they request it for investigation of terminal malfunction or misuse.
- c. The Merchant shall comply with all applicable laws, rules and regulations pertaining to the installation and operation of such terminal and shall hold Bank harmless against any fine, penalty or damage for any actual or alleged failure on the part of the Merchant to comply therewith. Merchant shall also hold Bank harmless from any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorney's fees) to which any of them may become subject arising out of, or based upon, a breach by the Merchant of its obligations under this Agreement.

6. **Fees and Conditions:**

- a. Farmers State Bank will assess a Surcharge Fee of \$2.00 on each cash withdrawal performed by cardholders that do not participate in the MoneyPass Network. (Farmers State Bank cardholders do participate in the MoneyPass Network.)
- b. Bank agrees to keep accurate records of all transactions made at the ATM. Bank shall furnish Merchant a verified statement indicating the number of transactions for the terminal, upon request.

7. **Risk of Loss:** Merchant and Bank agree that all cash in the terminal belongs to and is the property of Bank. Risk of loss for the cash is with the Bank, and the Bank will establish the cash limits in the terminal. Bank will maintain cash limits that reasonably meet expected transaction needs. Liability for fraudulent use of cards and information shall be the responsibility of Bank. Merchant will allow Bank to secure ATM to the premises. Bank will be responsible for ATM alarm systems as deemed appropriate based on risk assessment.
8. **Insurance.** Bank shall, during the term of this Agreement and any renewal hereof, purchase and maintain comprehensive general liability insurance for bodily injury and property damage arising out of any accident or other cause in relation to the ATM. Bank shall maintain such insurance with insurance companies authorized to do business in the State of Iowa. If requested, Bank shall furnish Merchant with a copy of the policy, or at the option of Merchant, with a certificate evidencing such policy of insurance. Provisions of this paragraph shall be extended to any outside services contracted by Bank to fulfill its obligations under this Agreement.
9. **Relocation.** Any relocation of any terminal may be done only with the prior written consent of Bank, which consent shall not be unreasonably withheld.
10. **Notices.** All notices to Bank provided herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to Farmers State Bank at 1240 8th Avenue, Marion, IA 52302, or to such other address as Bank may in writing direct. Notices to Merchant shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to: Linn Mar Community School District at 2999 10th St. Marion, IA 52302 or to such address as Merchant may in writing direct.
11. **Entire Agreement.** This Agreement represents the entire agreement of the parties and supersedes and replaces all contemporaneous or prior oral or written agreements or understandings between the parties. Except as specifically provided herein, neither Bank nor Merchant shall be obligated to pay any fees to the other during the term of this Agreement or any renewal thereof.

FARMERS STATE BANK

By: _____

Printed Name: Tamara Strand

Title: Deposit Operations Officer

Date: _____

LINN MAR COMMUNITY SCHOOL DISTRICT

By: _____

Printed Name: Angie Morrison

Title: Business Manager / Board Secretary

Date: _____

AGREEMENT

Agreement made this Sixth Day of April, 2017, between Linn-Mar Community School District and Performance Therapies, P.C., hereafter referred to as Contractor.

RECITALS

A. Linn-Mar Community School District desires to have the following services performed: Strength and Conditioning Coordinator.

B. Performance Therapies, P.C. agrees to perform these services for Linn-Mar Community School District under the terms and conditions set forth in this agreement.

In consideration of the mutual promises set forth in this agreement, it is agreed by and between Linn-Mar Community School District and Performance Therapies, P.C.:

SECTION ONE DESCRIPTION OF WORK

Performance Therapies, P.C. will provide the following hours of on-site supervision by a Performance Therapies, P.C. staff member during the period commencing June 1, 2017 and ending May 31, 2018.

Days of the week and times to be determined.

Performance Therapies, P.C. will provide comprehensive functional testing of all athletes at Linn-Mar Community School District who choose to participate. Said testing shall be performed once during the term of this agreement with the dates of said testing to be determined by mutual agreement of the coaching staff of Linn-Mar Community School District and Performance Therapies, P.C.

SECTION TWO PAYMENT

Linn-Mar Community School District will pay Performance Therapies, P.C. \$21.00 per hour as invoiced each month for hours provided in the previous month. Linn-Mar Community School District will not be liable to Performance Therapies, P.C. for any expenses paid or incurred by Performance Therapies, P.C. unless otherwise agreed in writing.

SECTION THREE DURATION

This commencement date of this agreement shall be June 1, 2017, and shall continue in full force and effect until May 31, 2018. This Agreement may be terminated by either party,

without cause, upon thirty (30) days written notice. Upon termination, Performance Therapies, P.C. shall be compensated for all work performed prior to the date of termination.

SECTION FOUR MATERIAL AND EQUIPMENT

Performance Therapies, P.C. shall furnish, at its own cost, all equipment needed for functional testing.

Linn-Mar Community School District shall furnish, at its own cost, a computer, printer and paper for the storage of athlete information from the functional testing and for the generation of each athlete's periodized workout program.

Linn-Mar Community School District shall furnish, at its own cost, all equipment needed for the training of each of the athletes.

SECTION FIVE STAFF

Linn-Mar Community School District shall provide one (1) to two (2) certified coaches who shall assist in supervising the weight room on a daily basis during training sessions.

Linn-Mar Community School District shall provide four (4) certified coaches to assist with the functional testing.

SECTION SIX EMPLOYMENT OF PERSONNEL

Performance Therapies, P.C. shall provide experienced and qualified personnel to carry out the work to be performed by Performance Therapies, P.C. under this agreement and shall be responsible for and in full control of the work of such personnel.

Linn-Mar Community School District shall provide experienced and certified coaches to carry out the work to be performed by Linn-Mar Community School District under this agreement and shall be responsible for and in full control of the work of such personnel.

SECTION SEVEN RELATIONSHIP OF PARTIES

The parties to this agreement intend that the relationship between them created by this agreement is that of employer-independent contractor. No agent, employee or servant of Performance Therapies, P.C. shall be, or shall be deemed to be, the employee, agent or servant of Linn-Mar Community School District. The manner and means of conducting the work under

this agreement are under the sole control of Performance Therapies, P.C. None of the benefits provided by Linn-Mar Community School District to its employees, including, but not limited to, workers' compensation insurance and unemployment insurance, are available from to the employees, agents or servants of Performance Therapies, P.C. Performance Therapies, P.C. will be solely and entirely responsible for its acts and for the acts of Performance Therapies, P.C.'s agents, employees and servants during the performance of this agreement.

This agreement calls for the performance of the services of Performance Therapies, P.C. as an independent contractor. Neither Performance Therapies, P.C. nor its staff members shall be considered an employee of Linn- Mar Community School District for any purpose.

The coaches provided by Linn-Mar Community School District to assist with the performance of this agreement shall not be considered employees of Performance Therapies, P.C. Linn-Mar Community School District will be solely and entirely responsible for its acts and the acts of its coaches, employees, agents or servants during the performance of this agreement.

In witness whereof, the parties have executed this agreement in duplicate on the date below written.

SECTION EIGHT INDENMIFICATION

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

Linn-Mar Community School District shall indemnify and hold Performance Therapies, P.C. harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that Performance Therapies, P.C. may incur or sustain as a result of any breach of this agreement or negligent or other wrongful conduct in the performance of this agreement by Linn-Mar Community School District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

Dated: _____

LINN-MAR COMMUNITY SCHOOL DISTRICT

By: _____

Dated: 4-13-17

PERFORMANCE THERAPIES, P.C.

By: David M. Williams, President
David M. Williams, President

ACKNOWLEDGMENT AND CERTIFICATION

Performance Therapies, P.C. ("Company") is providing services to the Linn-Mar Community School District ("District") as a vendor, supplier, contractor or subcontractor and/or is operating or managing the operations of a vendor, supplier or contractor. The services provided by the Company may involve the presence of the Company's employees upon the real property of the schools of the District.

The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor, vendor or supplier of services or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

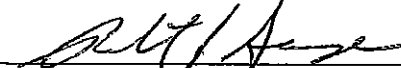
This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Dated: 4-13-17

Performance Therapies, P.C.

[name of vendor/supplier/contractor/sub-contractor]

By: 

Printed Name: Robert J. George

Title: CFO & Dir of Admin.

AGREEMENT FOR PRIVATE STORM WATER DETENTION

It is hereby agreed between the City of Cedar Rapids, Iowa, (hereinafter referred to as the CITY) and Linn Mar Community School District, (hereinafter referred to as the OWNER) titleholder of the property described as follows:

LOT 1, SUMMERFIELD THIRD ADDITION TO CEDAR RAPIDS, LINN COUNTY, IOWA
 LOT 'A', PINE RIDGE ESTATES SECOND ADDITION TO ROBINS, IOWA NE ¼ OF THE NW ¼, SECTION 27, TOWNSHIP 84 NROTH, RANGE 7 WEST PARCEL 'A', PLAT OF SURVEY NO. 565 LINN COUNTY, IOWA.

that a portion of the above described property is to be reserved for private storm water detention facilities. The OWNER hereby agrees to be responsible for all future grading, repairs, and maintenance to the said storm drainage and storm water detention facilities subject to the following conditions:

1. That said OWNER agrees to protect, defend, and hold the CITY harmless from any and all damages or claims for damages that might arise or accrue as a result of flooding, erosion from flooding, deposits of sediment in said areas, or by acceptance and recording of this agreement.
2. The OWNER agrees to not place fill material, to erect no buildings, obstructions, or other improvements on the area reserved for private storm water detention purposes.
3. The OWNER shall be responsible to maintain a minimum storm water detention volume of 93,520 cubic feet for storage of major storm event runoff in said private storm water detention facility.
4. The OWNER shall be responsible to maintain a minimum storm water detention volume of 55,320 cubic feet for water quality storage in said private storm water detention facility.
5. The OWNER shall maintain said storm water detention facility outlet structure and discharge pipe to insure the maximum theoretical storm water release rate of 19.84 cfs, as approved by the City Public Works Department, is not increased.
6. The above volume and discharge rate is specified for this development in the project Drainage Report certified April 12th, 2017, page(s) 11 and 12 on file with the CITY Engineer's office. If data varies from the Drainage Report supporting data is attached.
7. The OWNER agrees that if the OWNER fails to maintain the above mentioned private storm water detention facilities in accordance with the terms set forth herein, the CITY shall have the right to access said facilities and perform necessary maintenance as determined by the CITY. The OWNER further agrees the CITY may assess all costs incurred by the CITY for said maintenance activities to the above described property. By signing this agreement the OWNER hereby grants to the CITY a temporary easement on the above described property to accomplish the maintenance activities noted herein.
8. The OWNER agrees this agreement may not be revised, modified, or released unless approved by the CITY.


DLR Group

Architecture Engineering Planning Interiors

 1430 Locust Street
 Suite 200
 Des Moines, Iowa 50309

 o: 515/276-8097
 f: 515/252-0514

March 31, 2017

 J.T. Anderson
 Linn-Mar Community School District
 11152 Aurora Avenue
 Urbandale, IA 50322

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

Re: Final Completion Notice

Dear J.T.:

Congratulations on moving into your renovated High School facility. Just as we have been there throughout construction, we will continue to manage the closeout process as the contractor works to complete the punch list items generated from our walk through reviews.

As part of this continuation, our contract with you stipulates if Final Completion has not been achieved by the general contractor following sixty (60) days after Project Substantial Completion of December 16, 2016 these efforts will be considered an Additional Service. As we previously discussed the 60 days will be from the date the contractor receives the list of items to be completed and / or corrected. Per the Contract for Construction, these services are to be reimbursed to the District by the General Contractor, not as a penalty, but as a reimbursement for the additional time expended to manage an extended closeout period.

Under separate cover, we have sent correspondence to Larson Construction notifying them of these terms, along with a copy to your attention.

If have any questions or need further information, please do not hesitate to contact our office.

Sincerely,

DLR Group, Inc. (an Iowa Corporation)

Paul Arend

AIA® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 006

TO: J.T. Anderson, Chief Financial Officer
(Owner or Owner's Representative)

In accordance with the Agreement dated: February 18, 2014

BETWEEN the Owner:
(Name and address)
Linn-Mar Community School District
2999 N. Tenth Street
Marion, Iowa 52302

and the Architect:
(Name and address)
DLR Group, inc., (an Iowa corporation)
1430 Locust Street, Suite 200
Des Moines, IA 50309

for the Project:
(Name and address)
Linn-Mar High School Additions and Renovations - Phase 2
DLR Group Project No. 11-13105-20

Authorization is requested
☒ to proceed with Additional Services.
☒ to incur additional Reimbursable Expenses.

As follows:
Linn-Mar High School Additions and Renovations - Phase 2 - Post Construction Completion
DLR Group Project Number: 11-13105-01

Provide Additional Professional Services of Architectural, Engineering and Administrative staffing and resources.

The Additional Services are necessitated by the Contractor's failure to finally complete the Work within sixty (60) days after the date specified in the Contract Documents for Project Substantial Completion. Additional information and reference is provided in the Additional Services Notice addressed to Linn-Mar CSD, dated March 31, 2017 and the Notice of Additional Services addressed to Larson Construction Co., Inc. dated March 31, 2017 – both of which are attached to this Amendment.

The following adjustments shall be made to compensation and time.
(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:
Per the requirements of amended AIA 201-2007 General and Supplementary Conditions of the Contract for Construction, Paragraph 9.8.6 – the Contractor shall reimburse the Owner for the Architect's Additional Services.

Compensation shall be on an hourly basis as noted in the Notice of Additional Services addressed to Larson Construction Co., Inc., dated March 31, 2017 and converted to a lump sum amount at the conclusion of the services provided.

Reimbursable expenses shall be in addition to the Additional Services compensation and shall be limited to:

- Ground transportation, Freight/Delivery/Postage, Printing/reproductions, plots, standard form documents

Time:

Additional Services for Linn-Mar High School Additions and Renovations - Phase 2 commenced on April 3, 2017 following expiration of the required sixty (60) days following Substantial Completion as specified in the AIA B103-2007 and Contract Documents for Construction.

Additional Services will cease upon the General Contractor meeting the obligations set forth in the Contract Documents for Final Completion of the project.

SUBMITTED BY:



(Signature)

Eric M. Beron, AIA, LEED AP

Principal

DLR Group, inc. (an Iowa corporation)

(Printed name and title)

4/5/2017

(Date)

AGREED TO:

(Signature)

Tim Isenberg, School Board President

(Printed name and title)

(Date)

**2016-2017 School Year Agreement
Between
Recover Health of Iowa, Inc. and Linn-Mar Community School District**

THIS AGREEMENT IS between Recover Health of Iowa, Inc. ("PROVIDER") and Linn-Mar Community School ("DISTRICT").

WHEREAS, District requires Skilled Nursing Services for one student.

WHEREAS, Provider is a Medicare-certified home health agency, licensed to provide Skilled Nursing Services.

WHEREAS, Provider is qualified to furnish services required by **District**.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

NATURE OF ARRANGEMENT

1.1 Purpose. Provider agrees to provide LPN and RN services to a child with special medical needs who attends Linn-Mar School District, specifically: [REDACTED]. The **Provider**, under State and Federal rules must retain administrative control of the services provided. The responsibility for determining the quantity and frequency of LPN and RN services shall be mutually agreed by **District** and **Provider**.

ARTICLE II

TERM

2.1 Term. The term of this agreement shall be the 2016-2017 school year, including summer school of 2017.

ARTICLE III

DUTIES AND OBLIGATIONS OF PROVIDER

3.1 Provider shall be responsible for the following:

- a) Providing a copy of criminal history background checks through the Iowa Department of Health upon request for each nurse who provides services under this Agreement.
- b) Providing a copy of nursing licensure upon request for each nurse who provides services under this Agreement.
- c) Providing proof of negative tuberculosis screening upon request for each nurse who provides services under this Agreement.
- d) Providing an agency plan of care for the student identified in Article I developed in conjunction with the family, school personnel, and other health care professionals under the direction of the client's physician.
- e) Providing certificate of insurances specified in Article VI upon request.
- f) Completing clinical documentation of cares delivered as required by the District and consistent with nursing standards.
- g) Orientating nursing staff to the Recover Health policy and procedures for internal reporting of abuse and neglect, mandatory reporter training for child and dependent adult abuse, infection control and universal precautions, and client-specific plan of care.
- h) Performing services under this Agreement as an independent contractor and will be solely responsible for employee compensation, employee benefits, and Workers' Compensation for each nurse who provides services under this Agreement.
- i) Submitting to District an invoice of all LPN and RN services provided to District.
- j) Assisting student specified in Article I with clinical needs as directed by physician orders and with non-clinical needs as directed by District.

ARTICLE IV

DUTIES AND OBLIGATIONS OF DISTRICT

4.1 District shall be responsible for the following:

- a) Providing a school schedule of requests for nursing services.
- b) Scheduling and furnishing the Provider's nursing staff with appropriate orientation for the school setting.
- c) Notifying Provider in a timely manner of any changes in the time schedule or hours of service.

**2016-2017 School Year Agreement
Between
Recover Health of Iowa, Inc. and Linn-Mar Community School District**

- d) Furnishing Provider with all records and information relevant to the services being provided.
- e) Furnishing Provider with any relevant school policies.
- f) Supplying compensation to Provider for services rendered within thirty (30) days after receipt of invoice and required service documentation.

**ARTICLE V
COMPENSATION**

5.1 Cost of Service. Services specified herein shall be delivered at a cost of **\$52.08** per hour for nursing (RN/LPN) services. Service time billed includes transport time to and from school.

5.2 Invoices. District will be invoiced every two weeks for services rendered under this Agreement. Payment is due thirty (30) days after receipt. The invoice should be mailed to:

Linn-Mar Community School District
2999 North 10th Street
Marion, IA 52302

**ARTICLE VI
INSURANCE**

6.1 Provider agrees to maintain throughout the duration of this Agreement, professional liability insurance and Worker's Compensation insurance to perform the service specified above.

**ARTICLE VII
DATA PRIVACY**

7.1 Data Practices. Program data maintained or compiled by the **Provider** in its performance of this Agreement shall be subject to the Family Educational Right and Privacy Act (FERPA), as well as any other applicable federal or state statutes, rules, and regulations on Data Privacy. The **Provider** agrees to abide strictly by these statutes, rules, and regulations.

**ARTICLE VIII
INDEMNIFICATION**

8.1 Parties shall, to the extent permitted by law, indemnify and hold each other harmless from and against all claims, demands, costs, expenses, liabilities and losses (including reasonable attorneys' fees) that may result as a consequence of any alleged malfeasance, negligence or medical malpractice caused by either party, through its employees, agents or contractors.

**ARTICLE IX
MISCELLANEOUS**

9.1 This contract is not all inclusive and shall not be construed as declaring what the specific duties and responsibilities of any particular party shall be. It is not intended to limit or in any way modify the right of the Provider to assign, direct or control the work of employees under his or her supervision.

**ARTICLE X
CANCELLATION AND FINALIZATION**

10.1 This Agreement or portion thereof may be canceled by either party at any time, with or without cause.

In signing this Agreement, we acknowledge our legal authority to do so and further, in signing we acknowledge and accept the provisions contained herein.

PROVIDER:

Recover Health of Iowa, Inc.

District:

Linn-Mar Community School District

Greg Von Arx
President/CEO

Date

By:
Its:

Date

School Finance Report

March 31, 2016

75% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$51,825,000			\$4,521,874	\$3,741,975	\$32,394,513	62.5%		\$19,430,487		
2) Support Services(2000-2999)	\$26,019,000			\$2,014,144	\$2,316,180	\$17,147,856	65.9%		\$8,871,144		
3) Non-Instructional(3000-3999)	\$4,081,000			\$306,024	\$414,735	\$2,340,229	57.3%		\$1,740,771		
4) Other Expenditures((4000-5299)	\$35,916,786			\$2,276,651	\$1,695,416	\$45,338,456	58.2%	w/o transf	-\$9,421,670		
Total	\$117,841,786			\$ 9,118,692	\$ 8,168,307	\$ 97,221,053	61.8%	w/o transf	\$20,620,733		
Interfund Transfers	\$26,200,952			\$ 493,603	\$ 493,603	\$24,442,424	93.3%		\$1,758,528		
Operating Fund-10	\$76,416,786	\$10,405,877	\$49,580,102	\$6,502,367	\$6,238,430	\$47,893,351	62.7%		28,523,436	1,686,751	12,092,628
PPEL-36	\$3,725,000	\$3,733,684	\$11,904,413	\$160,659	\$95,132	\$11,952,411	320.9%		(8,227,411)	(47,998)	3,685,686
Management-22	\$1,242,000	\$2,182,209	\$620,380	\$288	\$0	\$1,230,213	99.1%		11,787	(609,834)	1,572,375
Activity-21	\$1,400,000	\$647,290	\$1,219,086	\$259,414	\$73,675	\$1,251,177	89.4%		148,823	(32,091)	615,199
Nutrition-61	\$3,965,000	\$1,114,878	\$2,135,209	\$298,030	\$311,942	\$2,133,695	53.8%		1,831,305	1,514	1,116,392
SAVE-33	\$1,100,000	\$7,074,306	\$14,207,186	\$520,364	\$548,228	\$15,239,031	1385.4%		(14,139,031)	(1,031,845)	6,042,461
Debt Service-40	\$9,300,000	\$3,017,710	\$6,679,146	\$0	\$0	\$4,776,108	51.4%		4,523,892	1,903,038	4,920,748
Other Capitol Projects-35	\$20,000,000	\$1,152,258	\$20,009,815	\$1,357,521	\$863,524	\$12,184,774	60.9%		7,815,226	7,825,041	8,977,298
PERL-24	\$543,000	\$516,196	\$145,717	\$2,911	\$20,669	\$400,708	73.8%		142,292	(254,991)	261,205
Aquatic Center-65	\$140,000	\$78,258	\$196,927	\$16,251	\$16,450	\$149,211	106.6%		(9,211)	47,716	125,975
Student Store-68	\$10,000	\$2,202	\$10,364	\$887	\$256	\$10,375	103.8%		(375)	(11)	2,191
Total	\$117,841,786	\$29,924,868	\$106,708,344	\$9,118,692	\$8,168,307	\$97,221,053	82.5%		20,620,733	9,487,291	39,412,159
Interfund Transfers	\$26,200,952		\$24,442,424	\$493,603	\$493,603	\$24,442,424	0.0%		1,758,528		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2015-2016

Date Range: 03/01/2016 - 03/31/2016

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	12,750,009.29	6,153,854.28	6,762,949.67	12,140,913.90
10.0002.0000.000.0000.101000	CASH IN BANK	0.00	2,500.00	0.00	2,500.00
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	2,554.64	2,554.64	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	786,405.79	242,265.97	411,262.42	617,409.34
22.0006.0000.000.0000.101000	CASH IN BANK	1,536,222.75	36,440.53	288.00	1,572,375.28
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,321.95	3,321.95	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	255,092.40	9,024.51	2,911.36	261,205.55
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	321,500.00	0.00	0.00	321,500.00
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111011	1.555 RESERVE CD	694,000.00	0.00	0.00	694,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,246,231.66	503,712.08	544,559.74	1,205,384.00
35.0003.0000.000.0000.101000	CASH IN BANK	10,333,191.61	1,627.91	1,357,521.12	8,977,298.40
36.0003.0000.000.0000.101000	CASH IN BANK	3,731,494.01	131,926.14	177,734.15	3,685,686.00
40.0003.0000.000.0000.101000	CASH IN BANK	4,290,134.74	630,613.22	0.00	4,920,747.96
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	167,576.92	167,576.92	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,665,138.30	318,547.51	298,338.69	1,685,347.12
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	12,648.03	12,648.03	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	109,945.98	36,192.80	16,392.97	129,745.81
68.0002.0000.000.0000.101000	CASH IN BANK	2,742.79	335.00	972.27	2,105.52
		<u>41,518,193.24</u>	<u>8,253,141.49</u>	<u>9,759,031.93</u>	<u>40,012,302.80</u>

End of Report

School Finance Report

March 31, 2017

75% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$54,600,000			\$5,525,529	\$4,455,415	\$33,268,261	60.9%		\$21,331,739		
2) Support Services(2000-2999)	\$26,900,000			\$2,031,791	\$1,949,721	\$17,444,028	64.8%		\$9,455,972		
3) Non-Instructional(3000-3999)	\$3,838,000			\$341,648	\$316,719	\$2,534,553	66.0%		\$1,303,447		
4) Other Expenditures((4000-5299)	\$25,395,416			\$1,118,519	\$1,147,008	\$20,590,375	63.5%	w/o transf	\$4,805,041		
Total	\$110,733,416			\$ 9,017,486	\$ 7,868,863	\$ 73,837,217	62.6%	w/o transf	\$36,896,199		
Interfund Transfers	\$7,161,226			\$ 495,935	\$ 495,935	\$4,463,419	62.3%		\$2,697,807		
Operating Fund-10	\$80,197,783	\$10,126,244	\$51,375,158	\$7,748,850	\$6,526,772	\$49,696,450	62.0%		30,501,333	1,678,707	11,804,951
Activity-21	\$1,375,000	\$555,799	\$872,110	\$49,973	\$98,323	\$696,040	50.6%		678,960	176,070	731,869
Management-22	\$1,145,000	\$2,013,570	\$550,770	\$0	\$402	\$1,140,241	99.6%		4,759	(589,472)	1,424,099
PERL-24	\$423,000	\$320,776	\$146,621	\$3,014	\$3,014	\$85,110	20.1%		337,890	61,511	382,287
SAVE-33	\$1,825,000	\$7,031,752	\$4,212,519	\$496,383	\$509,590	\$5,265,313	288.5%		(3,440,313)	(1,052,794)	5,978,958
Other Capitol Projects-35	\$5,000,000	\$4,957,033	\$3,853	\$185,959	\$252,245	\$4,190,023	83.8%		809,977	(4,186,170)	770,863
PPEL-36	\$5,860,000	\$3,478,709	\$2,028,238	\$123,689	\$152,439	\$4,139,754	70.6%		1,720,246	(2,111,516)	1,367,193
Debt Service-40	\$11,022,633	\$4,236,478	\$22,657,261	\$61,374	\$328	\$6,122,883	55.5%		4,899,750	16,534,378	20,770,855
Nutrition-61	\$3,585,000	\$1,153,321	\$2,243,539	\$325,299	\$309,077	\$2,326,602	64.9%		1,258,398	(83,063)	1,070,258
Aquatic Center-65	\$275,000	\$136,654	\$231,610	\$19,813	\$11,620	\$146,522	53.3%		128,478	85,089	221,743
Student Store-68	\$25,000	\$1,811	\$29,023	\$3,133	\$5,054	\$28,278	113.1%		(3,278)	745	2,555
Total	\$110,733,416	\$34,012,147	\$84,350,702	\$9,017,486	\$7,868,863	\$73,837,217	66.7%		36,896,199	10,513,484	44,525,631
Interfund Transfers	\$7,161,226		\$4,463,419	\$495,935	\$495,935	\$4,463,419	0.0%		2,697,807		

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2016-2017

Date Range: 03/01/2017 - 03/31/2017

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	13,781,815.02	5,652,498.46	7,547,136.25	11,887,177.23
10.0002.0000.000.0000.101000	CASH IN BANK	2,507.39	3.71	0.00	2,511.10
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	5,633.00	5,633.00	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	715,529.96	229,643.40	215,364.85	729,808.51
22.0006.0000.000.0000.101000	CASH IN BANK	1,398,963.88	25,134.91	0.00	1,424,098.79
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,013.67	3,013.67	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	378,184.75	7,195.30	3,073.97	382,306.08
33.0000.0000.000.0000.111008	REV BOND RESERVE INVESTMENT	321,500.00	0.00	0.00	321,500.00
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111011	1.555 RESERVE CD	694,000.00	0.00	0.00	694,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	0.00	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	0.00	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	1,136,140.80	490,877.08	496,560.00	1,130,457.88
35.0003.0000.000.0000.101000	CASH IN BANK	956,710.00	232.84	186,079.83	770,863.01
36.0003.0000.000.0000.101000	CASH IN BANK	1,393,171.73	97,924.41	123,903.21	1,367,192.93
40.0003.0000.000.0000.101000	CASH IN BANK	4,419,659.94	16,399,571.01	48,375.77	20,770,855.18
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	174,639.36	174,639.36	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,407,470.34	328,784.18	325,517.03	1,410,737.49
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	16,823.31	16,823.31	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	160,172.52	61,299.38	20,503.75	200,968.15
68.0002.0000.000.0000.101000	CASH IN BANK	3,218.28	2,874.14	3,237.28	2,855.14
		<u>30,565,128.53</u>	<u>23,496,148.16</u>	<u>9,169,861.28</u>	<u>44,891,415.41</u>

End of Report