

**School Board Work Session Minutes
October 8, 2018**

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum.
Present: AbouAssaly, Isenberg, Lausen, Nelson, Wall, and Weaver.

200: Adoption of the Agenda *Motion 49-10-08*

Motion by Lausen to adopt the agenda as presented, second by AbouAssaly. Voice vote, all ayes.
Motion carried.

300: Work Session

301: School Safety Update

Marion Police Officer Tom Daubs shared information on his role as School Resource Officer and the work he is doing to grow a positive relationship between students and police, as well as to help students learn to make better choices. The district's school safety program includes ALICE trainings, At Risk budget, Student Assistance Team, partnerships with outside agencies (i.e. Kids in Crisis), and educating students and staff on safety and mental health issues.

302: Construction Update

Representatives from OPN Architects shared an update on the visioning, design, and timeline for the construction of two intermediate (5th-6th grade) buildings. Board members participated in a visioning exercise that gave focus to learning spaces, common uses, interior/exterior visions, and more. The design process will include planning, schematic design, design development, and construction documents. The target date for opening the buildings is August 2020.

400: Adjournment *Motion 50-10-08*

Motion by AbouAssaly to adjourn the work session at 6:45 PM, second by Wall. Voice vote, all ayes.
Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education regular meeting was called to order at 7:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Isenberg, Lausen, Nelson, Wall, Weaver, and AbouAssaly.

200: Adoption of the Agenda *Motion 51-10-08*

Motion by AbouAssaly to adopt the agenda as presented, second by Wall. Voice vote, all ayes. Motion carried.

300: Audience Communications

David Van Donslear, Linn-Mar parent, voiced concerns about the condition of the high school tennis courts and lighting.

400: Informational Reports:

401: Board Visit to Novak Elementary – September 28th

Board members were impressed with the presentations, especially the one on autism, and the great programs occurring at Novak.

402: Marion City Council – October 4th

Weaver reported the meeting included a discussion of a request for a modified speed limit in school zones on Alburnett Road, the development of the final plat on Indian Creek Way, and a request for additional speed limit signs on Lucore Road.

403: Cabinet Updates – Exhibit 403.1

Superintendent Bisgard highlighted the summary of the district's future construction projects, district achievements and honors, and also shared a brief report on today's Innovation Day.

500: Unfinished Business

600: New Business

601: Early Graduation Requests – Exhibit 601.1 *Motion 52-10-08*

Motion by Wall to approve early graduation requests for Elias Burkle, Matthew Davis, and Carson Oberbroeckling, second by Weaver. Voice vote, all ayes. Motion carried.

602: Open Enrollment Requests *Motion 53-10-08*

Motion by AbouAssaly to approve the open enrollment requests as presented, second by Wall. Voice vote, all ayes. Motion carried.

Approved Out

Name	Grade	Requested District	Reason
Jones, Lila	K	Springville CSD	Good cause
Sabin, Patrick	12 th	CAM	Good cause
Woods, Harper	K	Springville CSD	Good cause

700: Consent Agenda

701: Personnel

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Dickerson, Brooke	NS: High School General Help	10/1/18	Step 1
Fuller, Laura	LRC: From Payroll Lead to Business Office Coordinator	10/1/18	\$65,000/year
Harris, DeVeon	Four Oaks/ATLAS Student Supervisor	9/20/18	\$15.00/hour
Hinders, Bre	LRC: From Accounting Asst/Receptionist to Accts Receivable/Payroll Assistant	10/8/18	\$20.00/hour
Ramos, Vincent	District Custodian	10/11/18	SEIU C, Step 1
Sacquitne, Kathy	IC: Student Support Associate	10/15/18	LMSEAA II, Step 10
Smith, Stephen	HS: Student Support Associate	9/24/18	LMSEAA II, Step 6
Van Fleet, Cody	From EH to NE Custodian	10/1/18	Same
Walker, Stacey	LRC: Business Office Payroll Lead	10/15/18	\$60,000/year
Wedeking, Katie	LRC: Business Office from Accts Receivable/Payroll Asst to Accounting Asst/Receptionist	10/22/18	\$20.00/hour
Williams, Kimberly	EH: Custodian	10/1/18	SEIU C, Step 1

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Armstrong, Deanna	Success Center: Student Support Associate	10/11/18	Other employment
Iehl, Don	EX: Custodian	10/12/18	Other employment
Jochimsen, Melanie	Four Oaks/ATLAS: Student Support Associate	9/28/18	Other employment
Vis, Tiffany	NS: Novak General Help/Baker	9/27/18	Personal
Yeisley, Mackenzie	Four Oaks/ATLAS: Student Support Associate	10/5/18	Personal

Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Reynolds, Lauren	HS: Assistant Cheerleading Coach	9/24/18	\$2,499
Witzel, Joni	HS: Assistant Girls' Basketball Coach	10/1/18	Volunteer

702: Approval of September 24th Minutes – Exhibit 702.1

703: Approval of Bills – Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-17

1. Memorandum of understanding with Missouri State University for student teaching
2. Contract with Marzano Research for High Reliability Schools services
3. Facility request from Kennedy High School for girls' MV Conference swim meet
4. Contract agreement with Miller's Petting Zoom
5. Professional services agreement with Shive Hattery Architecture and Engineering for roof improvements at Wilkins Elementary
6. Non-commercial licensing agreement with Cyle Clapper, Head Coach of LM Wildcats
7. Commercial licensing agreement with Patricia Banks, Owner of Fabrique Gifts LLC
8. Independent contractor agreement with Davis Churchman
9. Independent contractor agreement with Emma Erner
10. Independent contractor agreement with Alexis Robson
11. Independent contractor agreement with Ryan Hoagland
12. Independent contractor agreement with Andrew Gentsch
13. Independent contractor agreement with Schultz Strings
14. Independent contractor agreement with Bailey Mallonee
15. Independent contractor agreement with McKay Clark

16. Agreement with Hall & Hall Engineers for professional services related to the traffic impact study on 35th Avenue for the 5th-6th grade intermediate building
17. Agreement with Hall & Hall Engineers for professional services related to the traffic impact study on Echo Hill Road for the 5th-6th grade intermediate building
18. Interagency agreements for special education with Cedar Rapids CSD (18). *For student confidentiality, exhibits not provided.*

705: Overnight Excursions/Trips – Exhibit 705.1

Request for HS Student Council to attend state leadership conference in Des Moines, Oct 28-29.

706: Approval of the Consent Agenda *Motion 54-10-08*

Motion by AbouAssaly to approve the consent agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

800: Board Communications/Calendar/Committees/Advisories

801: Board Communications

Lausen shared information about the student volunteer fair held at Oak Ridge. Weaver shared that the football team donated \$1,000 to the Linn-Mar School Foundation in honor of their coach. Bisgard shared that three applications had been received for the vacant board seat and the deadline to apply is this Friday, October 12th, by 4:00 PM.

802: Board Calendar

Date	Time	Event	Location
October 10	3:45 PM	Career & Technical Education Advisory	LRC Boardroom
October 11	1:30 PM	Success Center Open House	Success Center
October 12	11:30 AM	Board Visit	Indian Creek Elementary
October 13	8:30 AM	Coffee & Conversation (<i>Lausen & Wall</i>)	Oak Ridge Middle School
October 18	7:30 AM	Finance/Audit Committee	LRC Room 203
October 18	5:30 PM	Marion City Council (<i>Nelson</i>)	City Hall
October 22	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom
October 23	9:00 AM	Policy/Governance Committee	Superintendent's Conference Rm
October 24	11:30 AM	Marion Chamber of Commerce Annual Meeting	CR Marriott
October 25	All Day	America Reads Day	District-wide
Date	Time	Event	Location
November 5	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom
November 7	4:00 PM	School Improvement Advisory Committee	LRC Room 6
November 8	5:30 PM	Marion City Council	City Hall
November 9	7:45 AM	Board Visit	Echo Hill Elementary
Date	Time	Event	Location
November 14-15	All Day	IASB Conference	Des Moines
November 19	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom
November 28	11:30 AM	Policy/Governance Committee	Superintendent's Conference Rm
November 30	Noon	Board Visit	High School

803: Committees/Advisories

Committees/Advisories	Board Representatives
Finance/Audit Committee	AbouAssaly, Lausen, and Nelson
Policy/Governance Committee	Isenberg, Wall, and Weaver
Career & Technical Education Advisory Committee	Nelson
School Improvement Advisory Committee	AbouAssaly
Iowa BIG Advisory Board	Isenberg
Facilities Advisory Committee	Nelson and AbouAssaly

900: Adjournment ***Motion 55-10-08***

Motion by Weaver to adjourn the regular meeting at 7:32 PM, second by AbouAssaly. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary

Cabinet Updates: October 8, 2018

[Click here to refer to the Strategic Plan](#)



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

The “Other” Capital Projects: A lot of focus and attention is currently on the two 5th and 6th grade intermediate buildings that are in the design process. In addition to this significant project, there are other capital projects detailed in the 10-year plan that are scheduled to take place over the next year. These projects are as follows:

1. Elementary Renovation Phase II:

- a. Bowman Woods
 - i. Access controls/security cameras
 - ii. Ceiling replacement
 - iii. Flooring replacement
 - iv. Interior doors
 - v. Lighting upgrades
 - vi. Cafeteria extension (if space allows)
- b. Indian Creek
 - i. Access controls/security cameras
 - ii. Ceiling replacement
 - iii. Flooring replacement
 - iv. Interior doors
 - v. Lighting upgrades
 - vi. Locker replacement
- c. Wilkins
 - i. Roof replacement
 - ii. Ceiling replacement
 - iii. Flooring replacement
 - iv. Interior doors
 - v. Lighting upgrades
 - vi. Locker replacement

2. Oak Ridge Access Controls/Security Cameras

3. Excelsior Access Controls/Security Cameras (accelerated one-year if budget allows)

4. High School Roof Levels N & X (if budget allows)

We are currently working with various architects, engineers, and contractors to detail the scope of work and provide updated cost estimates for these projects. Note that many of the projects were included in the original general obligation bond ask in 2017 that ultimately did not pass. Therefore, these and other projects have had to be deferred and/or spread out over multiple years and are being funded with PPEL and/or SAVE funds.

District Achievements and Honors

Congratulations to Seniors Lincoln Currie, Katelyn Greiner, and Sushanth Rao for being named commended students by the 2019 National Merit Scholarship Program! They placed in the top 5% of more than 1.6 million students who entered the competition by completing the preliminary SAT/PSAT exam!



Congratulations to the Marching Lions and for placing first in the Class 4A Marion Marching Band Invitational! Caption awards were also received for best drum majors, best color guard, and best horn line. The Marching Lions were awarded second place at the Bands Across the Prairie Invitational at Prairie High School and they took top honors for best winds.

Great job LM Volleyball for hosting your annual "pink out night" on October 2nd in support of the battle against breast cancer!



Congratulations to the Oak Ridge LEGO Blasters and their advisor, Cathy Beke, for receiving the President's Environmental Youth Award for their invention of the Ecommode, an eco-friendly urine-collecting toilet.

Congratulations Linn-Mar on a great homecoming season!

Congratulations to the Model UEN for hosting another successful blood drive on October 5th!



Kudos to the Linn-Mar Football Captains for exhibiting great team spirit! The captains visited Excelsior Middle School to give signed footballs to some players who suffered injuries and cannot play this year! GO LIONS!

Kudos to the Linn-Mar Volleyball players who participated in the Hawkeye Area Down Syndrome Association - Step Up for Down Syndrome Walk in support of a great cause!





Reading is Contagious! Congratulations to Joey Widdel (Echo Hill) and Briella Wassmer (Indian Creek) on being named grand prize winners in the America Reads: Reading is Contagious Bookmark Contest! A total of five bookmarks from the Cedar Rapids/Marion area were selected as grand prize winners.

Congrats also go out to Olivia Troy (Bowman Woods), Elyse DeSalvo, Ruhan Raghvani, and Lanie Widdel (Echo Hill), Cecil McClung and Zachary Wassmer (Indian Creek), Payton Hilliard and Reese Peddicord (Novak), and Vasuda Sakolkar (Westfield) for being named finalists.



1975 Football Team Honored! Members from Linn-Mar's 1975 state-semifinalist football team served as honorary captains during the 2018 Homecoming game. Their team boasted a record of 9-2 for the season and went on to become the East Central Iowa Conference champs and finished the year as the state semifinalists.

During the Homecoming game, the Lions were led onto the field by Linn-Mar Hall of Famer Arnold "Tex" McCoy. Coach McCoy led the Lions from 1974-1978 and compiled an overall record of 36-11. Coach McCoy was joined on the field by members of the 1975 team from the classes of 1976 and 1977.



Memorandum

To: Linn-Mar Board of Education, Shannon Bisgard, Superintendent
From: Jeff Gustason, Principal *J. M. D.*
Date: 9/28/2018
Re: Early Graduation

The following students have applied for early graduation at the end of 1st Quarter in October, 2018:

Elias Burkle (COMPASS)
Matthew Davis
Carson Oberbroeckling (COMPASS)

These students have a post-secondary education plan in place that has been developed with the Linn-Mar High School counseling and COMPASS staffs. These students are on track to meet or exceed Linn-Mar's requirements for graduation by the end of this 1st Quarter.

I recommend the approval of these requests pending the successful completion of current course work.



Inspire Learning.
Unlock Potential.
Empower Achievement.

School Board Work Session Minutes September 24, 2018

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: AbouAssaly, Isenberg, Lausen, Nelson, Wall, and Weaver. Absent: Anderson.

200: Adoption of the Agenda *Motion 29-09-24*

Motion by Weaver to adopt the agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

300: Work Session

301: Student Achievement 2017-18 – Exhibit 301.1

Associate Superintendent Nathan Wear reported on the 2017-18 student achievement data including information on the FAST Assessment, Iowa Assessments, and NWEA Assessments. Teaching & Learning is currently working with Technology Services to develop data tools to assist teachers in determining the best action to take on data to ensure all students continue to grow.

302: FY18 Financial Review – Exhibit 302.1

Chief Financial/Operating Officer JT Anderson reviewed the fiscal year 2018 financials including an overview of district funds and the metrics the district is required to meet, fund balances versus spending authority, the Certified Annual Report, Special Education Supplement, and Limited English Proficiency allowable costs.

303: Bond Campaign – Exhibit 303.1

Board Secretary JT Anderson presented information from the Linn County Board of Supervisors regarding the canvass of votes for the bond campaign. There were 5,470 votes in favor of the bond, 2,777 votes against the bond, and one undervote; for a total of 8,248 votes. Superintendent Bisgard shared an overview of the timeline and next steps regarding the design and construction of two, 5th-6th grade intermediate buildings that will be funded by the recent bond vote.

400: Adjournment *Motion 30-09-24*

Motion by Isenberg to adjourn the work session at 6:49 PM, second by Lausen. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary/Treasurer

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education annual meeting was called to order at 7:02 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Isenberg, Lausen, Nelson, Wall, Weaver, and AbouAssaly. Absent: Anderson.

200: Adoption of the Agenda *Motion 31-09-24*

Motion by Weaver to adopt the agenda as presented, second by Wall. Voice votes, all ayes. Motion carried.

300: Audience Communications

400: Informational Reports

401: Iowa Big Advisory Board – September 19th

No report shared.

402: Finance/Audit Committee – September 20th

The meeting focused on a review of the fiscal year 2018 financials.

403: Marion City Council – September 20th

No items were discussed that related to the district.

404: Cabinet Updates – Exhibit 404.1

Superintendent Bisgard highlighted the KHAK Teacher of the Week, Molly Wickham, the seven 2019 National Merit Scholarship semifinalists, and the invitation to the LM Orchestra Homecoming Showcase on Thursday, September 27th.

500: Unfinished Business

501: Approval of 2017-18 Certified Annual Report – Exhibit 501.1 *Motion 32-09-24*

Motion by AbouAssaly to approve the 2017-18 certified annual report as presented, second by Weaver. Voice vote, all ayes. Motion carried.

502: Approval of 2017-18 Depository Banks Affidavit Reports – Exhibit 502.1 *Motion 33-09-24*

Motion by Wall to approve the 2017-18 depository banks' affidavit reports as presented, second by Lausen. Voice vote, all ayes. Motion carried.

503: Approval of FY18 SBRC Allowable Growth Request – Special Ed Deficit *Motion 34-09-24*

Motion by Lausen to approve the FY18 SBRC allowable growth request for the Special Education deficit in the amount of \$2,728,720.52, second by AbouAssaly. Voice vote, all ayes. Motion carried.

504: Approval of FY18 SBRC Allowable Growth Request – LEP Deficit *Motion 35-09-24*

Motion by Lausen to approve the FY18 SBRC allowable growth request for Limited English Proficiency deficit in the amount of \$219,465.82, second by Wall. Voice vote, all ayes. Motion carried.

600: New Business

601: Appointment of Board Secretary/Treasurer *Motion 36-09-24*

Motion by Weaver to approve JT Anderson, Chief Financial/Operating Officer, as board secretary/treasurer, second by Lausen. Voice vote, all ayes. Motion carried. *Nelson administered the oath of office.*

602: Election of Board President *Motion 37-09-24*

Motion by Lausen to approve Sondra Nelson as board president to serve a one-year term, second by Weaver. Voice vote, all ayes. Motion carried. *Anderson administered the oath of office.*

603: Election of Board Vice President *Motion 38-09-24*

Motion by Wall to approve George AbouAssaly as board vice president to serve a one-year term, second by Weaver. Voice vote, all ayes. Motion carried. *Nelson administered the oath of office.*

604: Approval of Board Operations Manual – Exhibit 604.1 *Motion 39-09-24*

Motion by Lausen to approve the 2018-19 *Board Operations Manual* as presented, second by AbouAssaly. Nelson clarified that the only change was the removal of *Appendix E – Community Collaboration Advisory Commission*. Voice vote, all ayes. Motion carried.

605: Approval of 2018-19 Board Meeting Dates *Motion 40-09-24*

Motion by AbouAssaly to approve the 2018-19 board meeting dates as presented, second by Lausen. Bisgard shared that due to a change in state law, school board elections will be held the first Tuesday after the first Monday in November of odd-numbered years. This clarified why the board dates were being approved through November instead of September. Voice vote, all ayes. Motion carried.

October 8 & 22	March 11	August 12 & 26
November 5 & 19	April 8 & 22	September 9 & 23
December 10	May 6 & 20	October 14 & 28
January 14 & 28	June 10	November 11 & 25
February 11 & 25	July 8	

606: Designation of Board Representatives to District Committees/Advisories *Motion 41-09-24*

Motion by Wall to approve the designated board committee/advisory reps for the 2018-19 school year as discussed, second by AbouAssaly. Voice vote, all ayes. Motion carried.

Committees/Advisories	2017-18 Representatives	2018-19 Representatives
Finance/Audit Committee	AbouAssaly, Lausen, Wall	AbouAssaly, Lausen, Nelson
Policy/Governance Committee	Anderson, Isenberg, Weaver	Isenberg, Wall, Weaver
Career & Technical Education Advisory Committee	Wall	Nelson
School Improvement Advisory Committee	AbouAssaly	AbouAssaly
Iowa BIG Advisory Board	Isenberg	Isenberg
Facilities Advisory Committee	Nelson, AbouAssaly	AbouAssaly, Nelson

607: Appointment of Board Legal Counsel *Motion 42-09-24*

Motion by AbouAssaly to appoint the law firm of Pickens, Barnes & Abernathy for general counsel and Terry Abernathy as attorney; Simmons, Perrine, Moyer & Bergman for real estate and copyright matters; Ahlers & Cooney for Special Education, personnel, negotiations, construction, real estate, and bonding matters; and Lynch Dallas for general counsel for the 2018-19 school year, second by Lausen. Voice vote, all ayes. Motion carried.

608: Designation of Depository Banks for FY19 Motion 43-09-24

Motion by AbouAssaly to designate Farmer's State Bank with an authorized limit of \$30,000,000; Hills Bank with an authorized limit of \$30,000,000; and Kerndt Brothers Bank with an authorized limit of \$2,000,000; as depositories of the district for the 2018-19 school year effective October 1, 2018, second by Lausen. Voice vote, all ayes. Motion carried.

609: Appointment of Metro Interagency Insurance Program Representatives Motion 44-09-24

Motion by Lausen to appoint Karla Christian, Chief Officer of Human Resources/Executive Director of Public Relations, as the 2018-19 MIIP representative and JT Anderson, Chief Financial/Operating Officer, as the alternate representative, second by AbouAssaly. Voice vote, all ayes. Motion carried.

610: Approval of Architect Motion 45-09-24

Motion by AbouAssaly to approve OPN Architects as the architect for the 5th-6th grade intermediate buildings project, second by Lausen. Discussion included a request that RFPs for future construction projects ensure timelines allow for fiscal responsibility and transparency. Voice vote, all ayes. Motion carried.

611: Open Enrollment Requests Motion 46-09-24

Motion by Lausen to approve the open enrollment requests as presented, second by Weaver. Voice vote, all ayes. Motion carried.

Approved Out

Name	Grade	Requested District	Reason
Dixon, Traevon	2 nd	Marion Independent	Good cause
Gerard, Madison	11 th	Marion Independent	Good cause
McGee, Jalen	8 th	Marion Independent	Good cause
McGee, Talaya	5 th	Marion Independent	Good cause

Denied Out

Name	Grade	Requested District	Reason
Rance, Shaylee	9 th	Marion Independent	Late, no good cause

700: Consent Agenda**701: Personnel****Certified Staff: Resignation**

Name	Assignment	Dept Action	Salary Placement
Sheka, Elizabeth	Iowa BIG Teacher	1/4/2019	Other employment

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Armstrong, Deanna	Success Center: Student Support Associate	9/10/18	LMSEAA II, Step 10
Beets, Kameron	HS: Student Support Associate	9/17/18	LMSEAA II, Step 10
Costello, John	TR: From Substitute to Bus Driver	8/30/18	Same
Edwards-Thomas, Cedric	HS: From Student Support Assoc to Student Supervisor	9/24/18	\$15.00/hour
Hartman, Emma	NS: Excelsior General Help	9/10/18	Step 1
Hatcher, Angela	NS: High School General Help	9/17/18	Step 1
Hoyer, Sharon	NS: High School General Help	9/11/18	Step 1
McGill, Jade	EH: Student Support Assoc from 4 to 5.25/hours day	9/5/18	Same
Miller, Stephanie	EH: Student Support Assoc from 3.5 to 4.25/hours day	8/23/18	Same
Mourning, Kiara	Success Center: Student Support Associate	9/10/18	LMSEAA II, Step 6
Richardson, Kim	From Success Center Student Support Assoc to HS Custodian	10/1/18	SEIU C, Step 1
Ruh, John	TR: From Regular Sub to Bus Driver	8/30/18	Same

Name	Assignment	Dept Action	Salary Placement
Stewart, Mallory	EH: Student Support Associate	9/10/18	LMSEAA II, Step 10
Woods, James	TR: From Regular Sub to Bus Driver	8/30/18	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Charles, Ashley	NS: High School General Help	9/11/18	Termination
Diaz, Adam	LRC: District Custodian	8/31/18	Other employment
Horak, Jeffrey	O&M: Athletic Grounds/Facilities Coordinator	9/21/18	Other employment
Miles, Ed	HS: Student Supervisor	9/21/18	Other employment
Stewart, Mallory	EH: Student Support Associate	9/28/18	Other employment

Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Murray, Lindsey	HS: Head Softball Coach	9/10/18	\$5,356

Extra-Curricular: Resignation

Name	Assignment	Dept Action	Reason
Duffy, Chandran	HS: Assistant Varsity Softball Coach	9/10/18	Personal

702: Approval of September 10th Minutes – Exhibit 702.1

703: Approval of Bills – Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-7

1. BSN preceptor agreement with Allen College
2. Grant agreement with the Department of Natural Resources
3. Chemical water treatment contract with Brecke Mechanical Contractors
4. Non-commercial licensing agreement with Matt Casebolt, head coach of LM Black 7th grade girls basketball team
5. Non-commercial licensing agreement with Jim Erickson, head coach of LM Legends 4th grade boys basketball team
6. Non-commercial licensing agreement with Autumn Plummer, Swamp Fox Float Coordinator
7. Independent contractor agreement with Heath Weber
8. Interagency agreements for special education with Alburnett CSD (1), Anamosa CSD (1), Cedar Rapids CSD (42), Central City CSD (3), Colfax-Mingo CSD (1), College CSD (5), East Buchanan CSD (2), Highland CSD (1), Maquoketa Valley CSD (1), Marion Independent SD (23), Marshalltown CSD (1), North Linn CSD (1), Oskaloosa CSD (1), Ottumwa CSD (2), Sioux City CSD (1) and Springville CSD (2). *For student confidentiality, exhibits not provided.*

705: Overnight Excursion/Trip Requests– Exhibits 705.1-2

1. FBLA to attend fall leadership conference in Des Moines on October 21-22, 2018
2. HOSA to attend fall leadership conference in Ankeny on October 14-15, 2018

706: Informational Reports – Exhibit 706.1-2

1. Financial and cash balance reports as of 8/31/17
2. Financial and cash balance reports as of 8/31/18

707: Approval of the Consent Agenda *Motion 47-09-24*

Motion by Lausen to approve the consent agenda as presented, second by Wall. Voice vote, all ayes. Motion carried.

800: Board Communications/Calendar/Committees/Advisories

801: Board Communications

Nelson read a letter of resignation submitted by Board Member Bob Anderson and Superintendent Bisgard outlined the next steps for filling the vacant board seat. Deadline for applications is October 12th at 4:00 PM. Information on applying will be posted on the district and school board websites, as well as published in *The Marion Times*. Board members shared words of thanks to Bob Anderson for his service to the district as well as to Mrs. Liz Sheka, Iowa BIG Teacher, and wished them well in their new endeavors. Reminders were shared about the homecoming parade and events. Weaver thanked the district's custodians for their hard work in keeping our facilities clean.

802: Board Calendar

Date	Time	Event	Location
September 26	11:30 AM	Policy/Governance Committee	Superintendent's Conf Rm
September 28	7:00 AM	Board Visit	Novak Elementary
Date	Time	Event	Location
October 4	5:30 PM	Marion City Council (<i>Weaver</i>)	City Hall
October 8	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom
October 10	3:45 PM	Career & Technical Education Advisory	LRC Boardroom
October 12	11:30 AM	Board Visit	Indian Creek Elementary
October 13	8:30 AM	Coffee & Conversation (<i>Isenberg/Lausen</i>)	Oak Ridge Middle School
October 18	7:30 AM	Finance/Audit Committee	LRC Room 203
October 18	5:30 PM	Marion City Council (<i>Nelson</i>)	City Hall
October 22	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom
October 24	11:30 AM	Marion Chamber of Commerce Annual Meeting	CR Marriott
October 25	All Day	America Reads Day	District-wide

900: Adjournment *Motion 48-09-24*

Motion by AbouAssaly to adjourn the regular meeting at 7:53 PM, second by Isenberg. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary/Treasurer

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 09/21/2018 - 10/04/2018

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Vendor Name	Description	Check Total
Fund: Aquatic Center		
BMO MASTERCARD	GENERAL SUPPLIES	\$620.10
BMO MASTERCARD	TRAVEL	\$554.91
Fund Total:		\$1,175.01
Fund: GENERAL		
A-1 PRECISION SHARPENING	INSTRUCTIONAL SUPPLIES	\$296.95
AHLERS AND COONEY, P.C.	OTHER PROFESSIONAL	\$75.00
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$63.23
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES	\$530.52
ALL INTEGRATED SOLUTIONS	MAINTENANCE SUPPLIES	\$83.49
ALLIANCE PUBLISHING & MARKETING INC	INSTRUCTIONAL SUPPLIES	\$3,641.01
ALLIANT ENERGY	ELECTRICITY	\$111,745.48
AMERICAN INSTITUTES FOR RESEARCH	INSTRUCTIONAL SUPPLIES	\$1,792.00
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$26.00
AREA AMBULANCE SERVICE	INSTRUCTIONAL SUPPLIES	\$150.00
ARETELABS	INSTRUCTIONAL SUPPLIES	\$165.00
ART CRAFT STUDIO	REPAIR PARTS	\$108.00
ASIFLEX	OTHER PROFESSIONAL	\$776.75
BALANCED FITNESS & HEALTH	MAINTENANCE SUPPLIES	\$232.50
BARNARD INSTRUMENT REPAIR, INC	EQUIPMENT REPAIR	\$155.00
BIO-RAD LABORATORIES, INC	INSTRUCTIONAL SUPPLIES	\$1,174.10
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	\$35.70
BLR (BUSINESS & LEGAL RESOURCES)	OTHER PROFESSIONAL	\$549.00
BMO MASTERCARD	ADVERTISING	\$5.38
BMO MASTERCARD	COMP/TECH HARDWARE	\$3,019.33
BMO MASTERCARD	COMPUTER SOFTWARE	\$8,972.70
BMO MASTERCARD	DUES AND FEES	\$277.95
BMO MASTERCARD	ELECTRICAL SUPPLY	\$735.26
BMO MASTERCARD	GARBAGE COLLECTION	\$2,674.50
BMO MASTERCARD	GENERAL SUPPLIES	\$6,320.56
BMO MASTERCARD	GROUNDS UPKEEP	\$54.00
BMO MASTERCARD	HEAT/PLUMBING SUPPLY	\$385.48
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$54,959.07
BMO MASTERCARD	LIBRARY BOOKS	\$977.02
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$1,369.03
BMO MASTERCARD	OTHER PROFESSIONAL	\$748.00
BMO MASTERCARD	PROF SERV: EDUCATION	\$777.26
BMO MASTERCARD	REF & RSRCH MATERIAL	\$73.16
BMO MASTERCARD	REPAIR PARTS	\$105.81
BMO MASTERCARD	STAFF WORKSHOP/CONF	\$6,803.28
BMO MASTERCARD	TEXTBOOKS	\$3,347.32
BMO MASTERCARD	TRAVEL	\$8,347.48
BRASHAW TIMOTHY	OFFICIAL/JUDGE	\$50.00
BRODART SUPPLY	LIBRARY BOOKS	\$123.75
C.J. COOPER & ASSOCIATES	PHYSICALS	\$180.00

Linn-Mar Community School District

IA - Warrants Paid Listing

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Vendor Name	Description	Check Total
CAMP COURAGEOUS	INSTRUCTIONAL SUPPLIES	\$50.00
CAMPBELL SUPPLY	MAINTENANCE SUPPLIES	\$167.71
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$13,922.03
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$9.26
CEDAR RAPIDS COMM. SCHOOL/RW	INSTRUCTIONAL SUPPLIES	\$6,388.56
CENTURL INK	TELEPHONE	\$728.21
CENTURLINK	TELEPHONE	\$2,165.20
CITY OF MARION	OTHER PROFESSIONAL	\$312.61
CITY TREASURER'S OFFICE	INSTRUCTIONAL SUPPLIES	\$95.00
CITY TREASURER'S OFFICE	TRAVEL	\$150.00
CLARK SECURITY PRODUCTS INC	INSTRUCTIONAL SUPPLIES	\$558.00
CLARK SECURITY PRODUCTS INC	MAINTENANCE SUPPLIES	\$184.37
CRESCENT ELECTRIC	ELECTRICAL SUPPLY	\$2,819.58
CULLIGAN	GENERAL SUPPLIES	\$510.70
DAFIT-NESS LLC	OTHER PROFESSIONAL	\$850.00
DAVID SHERMAN	OFFICIAL/JUDGE	\$62.00
DEKE SONNY	OFFICIAL/JUDGE	\$120.00
DEMCO	GENERAL SUPPLIES	\$502.17
DEMOULIN BROS & COMPANY	EQUIPMENT >\$1999	\$6,800.00
DENNIS COMPANY	REPAIR PARTS	\$476.92
DRY CLEANING PLUS	INSTRUCTIONAL SUPPLIES	\$1,089.00
EC ICDA YOUTH CHOIR CLINIC	INSTRUCTIONAL SUPPLIES	\$30.00
ELECTRONIX	INSTRUCTIONAL SUPPLIES	\$285.40
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,611.09
EMS DETERGENT SERVICES	INSTRUCTIONAL SUPPLIES	\$144.00
EMSLRC	INSTRUCTIONAL SUPPLIES	\$160.00
F & W SERVICE CO., INC	SHOP TOOLS/EQUIPMENT	\$335.16
FAMILY VIDEO	FACILITY RENTAL	\$3,687.04
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$240.01
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$948.30
FONTENOT JOSEPH	OFFICIAL/JUDGE	\$57.00
GASWAY CO, J P	GENERAL SUPPLIES	\$1,563.38
GERMANIA RODRIGUEZ	INSTRUCTIONAL SUPPLIES	\$22.92
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$1,068.87
GRAINGER	MAINTENANCE SUPPLIES	\$539.44
GRANT WOOD AEA	GENERAL SUPPLIES	\$150.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$252.00
GRANT WOOD AEA	STAFF WORKSH/CONF	\$30.00
GRIFFITHS FRED	OFFICIAL/JUDGE	\$62.00
GUITAR CENTER	INSTRUCTIONAL SUPPLIES	\$376.99
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$28,038.68
HAPPY JOE'S PIZZA	INSTRUCTIONAL SUPPLIES	\$305.00
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$831.00
HARTWIG VIVIAN	OFFICIAL/JUDGE	\$50.00
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$960.00

Linn-Mar Community School District

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Vendor Name	Description	Check Total
IACTE	INSTRUCTIONAL SUPPLIES	\$100.00
ICOHERE, INC	DUES AND FEES	\$237.00
INNOVATIVE OFFICE SOLUTIONS	INSTRUCTIONAL SUPPLIES	\$317.72
INVOLTA	OTHER TECH SER	\$345.00
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$53,370.57
IOWA DEPT OF NATURAL RESOURCES	DUES AND FEES	\$134.00
IOWA DIRECT EQUIP & APPRAISAL	REPAIR PARTS	\$440.00
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$187.11
IOWA STATE UNV.	OTHER PROFESSIONAL	\$3,060.00
IXL LEARNING INC	DUES AND FEES	\$75.00
JERACH TOOL SUPPLY	SHOP TOOLS/EQUIPMENT	\$134.96
JOHNSTONE SUPPLY	REPAIR PARTS	\$41.54
JONES JUSTIN	OFFICIAL/JUDGE	\$57.00
JVA MOBILITY	EQUIPMENT >\$1999	\$2,327.25
KELVIN TRAN	PROF SERV: EDUCATION	\$650.00
KENT POSSEHL	OFFICIAL/JUDGE	\$62.00
LASER RESOURCES, LLC	COMPUTER SOFTWARE	\$282.00
LASER RESOURCES, LLC	Copies	\$6,534.22
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$484.56
LEARNING A-Z	INSTRUCTIONAL SUPPLIES	\$909.60
LEONARD RYAN	OFFICIAL/JUDGE	\$119.00
LIFELINE AMPLIFICATION SYSTEMS	INSTRUCTIONAL SUPPLIES	\$213.00
LINN COUNTY TREASURER.	OTHER PROFESSIONAL	\$20,805.19
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$22.50
LITERACY RESOURCES, INC	INSTRUCTIONAL SUPPLIES	\$234.97
LYNCH FORD	VEHICLE REPAIR	\$1,190.00
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$492.18
MARION IRON CO.	MAINTENANCE SUPPLIES	\$15.00
MARION JANITORIAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	\$1,471.06
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$2,050.92
MARION TIMES	ADVERTISING	\$319.29
MARION WATER DEPT	WATER/SEWER	\$5,987.50
MARZANO RESEARCH LABORATORY LLC	PROF SERV: EDUCATION	\$6,080.00
MATHCOUNTS FOUNDATION	INSTRUCTIONAL SUPPLIES	\$300.00
MATHESON-LINDWELD	INSTRUCTIONAL SUPPLIES	\$507.12
MCMASTER-CARR	MAINTENANCE SUPPLIES	\$16.27
MEDIAQUEST SIGNS	ADVERTISING	\$780.00
MENARDS -13127	GENERAL SUPPLIES	(\$72.45)
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$839.23
MENKEN DEB	OFFICIAL/JUDGE	\$60.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$889.74
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$22,727.49
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$22,144.76
METRO MARCHING BAND CLASSIC	INSTRUCTIONAL SUPPLIES	\$680.00
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$457.00

Linn-Mar Community School District

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Vendor Name	Description	Check Total
MID AMERICAN ENERGY	NATURAL GAS	\$2,016.06
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$4,303.02
MIDWAY OUTDOOR EQUIPMENT INC	EQUIPMENT REPAIR	\$1,449.73
MIDWAY OUTDOOR EQUIPMENT INC	MAINTENANCE SUPPLIES	\$23.60
MIDWEST ELECTRONIC RECOVERY	OTHER PROFESSIONAL	\$105.00
NASCO	INSTRUCTIONAL SUPPLIES	\$503.16
NCERT	DUES AND FEES	\$6,950.00
NEIBA	INSTRUCTIONAL SUPPLIES	\$40.00
OELLA SAW AND TOOL, LLC	EQUIPMENT >\$1999	\$2,659.07
OFFICE EXPRESS	GENERAL SUPPLIES	\$253.21
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$3,419.02
ORKIN PEST CONTROL	Pest Control	\$135.00
OVERHEAD DOOR CO	REPAIR PARTS	\$66.50
P & D WELDING	REPAIR/MAINT SERVICE	\$220.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$536.13
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$275.27
PERFECTION LEARNING CORPORATION	INSTRUCTIONAL SUPPLIES	\$164.45
PERFORMANCE THERAPIES, P.C.	INSTRUCTIONAL SUPPLIES	\$2,457.00
PFEIL NAOMI	INSTRUCTIONAL SUPPLIES	\$540.00
PIERSON TRAVIS	STAFF WORKSHPO/CONF	\$101.14
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$629.94
POOL TECH, A WGHK INC, COMPANY	CHEMICALS	\$29.50
QUILL CORPORATION	GENERAL SUPPLIES	\$95.84
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$324.40
RABEY TODD	OFFICIAL/JUDGE	\$62.00
REALLY GOOD STUFF INC	INSTRUCTIONAL SUPPLIES	\$143.31
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$16.78
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$139.00
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$127.20
SADLER POWER TRAIN	TRANSP. PARTS	\$470.44
SANDSTROM STEVE	INSTRUCTIONAL SUPPLIES	\$292.00
SCHLEGEL MATTHEW	OFFICIAL/JUDGE	\$70.00
SCHLEGEL SCOTT	OFFICIAL/JUDGE	\$70.00
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	\$1,211.54
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$3.63
SCHOOL SYSTEMS LLC	INSTRUCTIONAL SUPPLIES	\$800.00
SCHRADER KEVIN	OFFICIAL/JUDGE	\$62.00
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$492.62
SCHULTZ STRINGS INC	Professional Educational Services	\$228.00
STEITZER MATTHEW	OFFICIAL/JUDGE	\$62.00
STEVEN RUCKER	OFFICIAL/JUDGE	\$62.00
SWANK MOVIE LICENSING USA	INSTRUCTIONAL SUPPLIES	\$470.00
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$120.00
THE POINTE SCHOOL OF DANCE	INSTRUCTIONAL SUPPLIES	\$122.00
THE SHREDDER	OTHER PROFESSIONAL	\$172.00

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Vendor Name	Description	Check Total
THINK SAFE INC	INSTRUCTIONAL SUPPLIES	\$522.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$92.95
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$2,707.32
TOBII DYNAVOX LLC	INSTRUCTIONAL SUPPLIES	\$399.00
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS	\$1,809.15
UNI EVENTS COORDINATION	STAFF WORKSH/CONF	\$250.00
VANESSA TERRELL	PROF SERV: EDUCATION	\$1,500.00
VENENGH LOGAN	OFFICIAL/JUDGE	\$62.00
VEST-FELD-HAZER & ASSOCIATES INC	HEAT/PLUMBING SUPPLY	\$438.05
VEX ROBOTICS, INC	INSTRUCTIONAL SUPPLIES	\$232.88
WALMART	GENERAL SUPPLIES	\$308.40
WALMART	INSTRUCTIONAL SUPPLIES	\$1,453.47
WINDSTREAM	TELEPHONE	\$782.05
WPC	STAFF WORKSH/CONF	\$990.00
YANECEK DOUG	OFFICIAL/JUDGE	\$57.00
Fund Total:		\$503,792.80
Fund: MANAGEMENT LEVY		
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$73.00
TRUENORTH COMPANIES, LC	Vehicle Insurance	\$4,018.00
Fund Total:		\$4,091.00
Fund: NUTRITION SERVICES		
AMANDA COLLINS	UNEARNED REVENUE	\$47.70
AMY KINDIG	UNEARNED REVENUE	\$26.30
ANASTASSIYA RADIONOVA	UNEARNED REVENUE	\$9.10
ANDREA BRIM	UNEARNED REVENUE	\$9.55
BARBARA REED	UNEARNED REVENUE	\$34.90
BECCA FRANCK	UNEARNED REVENUE	\$18.70
BMO MASTERCARD	GENERAL SUPPLIES	\$11.92
BMO MASTERCARD	MEETING EXP/SERVICES	\$39.16
BMO MASTERCARD	PROFESSIONAL	(\$85.00)
BMO MASTERCARD	PURCHASE FOOD	\$301.00
BRIAN ULLRICK	UNEARNED REVENUE	\$6.15
CARRIE MEYER	UNEARNED REVENUE	\$1.05
CHANTELLE JOHNSON	UNEARNED REVENUE	\$29.50
DAWN VIZECKY	UNEARNED REVENUE	\$38.25
DEIVANAYAGAM SURIYANARAYANAN	UNEARNED REVENUE	\$4.60
DENNIS WENDT	UNEARNED REVENUE	\$63.70
EARTHGRAINS	PURCHASE FOOD	\$3,961.74
JASMINE TJADEN	UNEARNED REVENUE	\$79.50
JESSICA ANDERSEN	UNEARNED REVENUE	\$10.40
JULIE CANTONWINE	UNEARNED REVENUE	\$7.60
KRISTIE GOEDKEN	UNEARNED REVENUE	\$13.50
LASER RESOURCES, LLC	Copies	\$17.47
LAURA FRENO	UNEARNED REVENUE	\$94.10
MICHELLE EHR	UNEARNED REVENUE	\$43.45

Linn-Mar Community School District

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Vendor Name	Description	Check Total
OFFICE EXPRESS	GENERAL SUPPLIES	\$74.86
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$257.00
REINHART INSTITUTIONAL FOODS INC	GENERAL SUPPLIES	\$706.88
REINHART INSTITUTIONAL FOODS INC	PAPER PRODUCT SUPPLY	\$6,849.69
REINHART INSTITUTIONAL FOODS INC	PURCHASE FOOD	\$120,253.13
SARA DAVIS	UNEARNED REVENUE	\$49.30
SARAH TIMPE	UNEARNED REVENUE	\$2.40
TEBLE LAWRENCE	UNEARNED REVENUE	\$11.95
THOMAS BRICK	UNEARNED REVENUE	\$8.46

Fund Total: \$132,998.01

Fund: PHY PLANT & EQ LEVY

ART CRAFT STUDIO	EQUIPMENT >\$1999	\$3,676.50
BMO MASTERCARD	EQUIPMENT >\$1999	\$506.68
COMMUNITY ELECTRIC	CONSTRUCTION SERV	\$3,990.00
FUTURE LINE	EQUIPMENT >\$1999	\$2,692.00
HAWKEYE FIRE & SAFETY COMPANY	CONSTRUCTION SERV	\$590.56
INNOVATIVE MODULAR SOLUTIONS, INC.	MODULAR CLASSROOM LEASE PMTS	\$3,354.00
LYNCH FORD	VEHICLES	\$26,715.00
PLUMBERS SUPPLY COMPANY	BLDG. CONST SUPPLIES	\$1,807.79

Fund Total: \$43,332.53

Fund: PUB ED & REC LEVY

EVER-GREEN LANDSCAPE & SUPPLY	GROUND UPKEEP	\$48.00
FLEMING NURSERY, INC	GROUND UPKEEP	\$1,782.00

Fund Total: \$1,830.00

Fund: STUDENT ACTIVITY

ANDYMARK, INC	INSTRUCTIONAL SUPPLIES	\$495.68
AVERHOFF ALAN	OFFICIAL/JUDGE	\$55.00
BALLOU LANA	OFFICIAL/JUDGE	\$81.10
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	\$108.00
BLOCKLINGER RONNIE	OFFICIAL/JUDGE	\$95.00
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$7,008.03
BMO MASTERCARD	TRAVEL	\$524.32
BURKLE CORY	OFFICIAL/JUDGE	\$57.50
BUSINESS PROFESSIONALS OF AMERICA	DUES AND FEES	\$1,820.00
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$160.00
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$216.95
CEDAR VALLEY WORLD TRAVEL	INSTRUCTIONAL SUPPLIES	\$820.00
CHAD LIND	OFFICIAL/JUDGE	\$55.00
CITY OF MARION.	INSTRUCTIONAL SUPPLIES	\$279.50
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$346.60
CR SIGNS, INC	INSTRUCTIONAL SUPPLIES	\$64.00
DAVIS CARRI	TRAVEL	\$200.00
DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES	\$768.50
DILLON REDMOND	INSTRUCTIONAL SUPPLIES	\$300.00

Linn-Mar Community School District

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Vendor Name	Description	Check Total
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$41.35
FRIDAY MATT	OFFICIAL/JUDGE	\$57.50
GARMENT DESIGN	INSTRUCTIONAL SUPPLIES	\$826.40
GOERDT ROB	OFFICIAL/JUDGE	\$55.00
GRUWELL ALAN	OFFICIAL/JUDGE	\$95.00
HINZ SAMUEL	INSTRUCTIONAL SUPPLIES	\$300.00
HUNTERS RIDGE GOLF COURSE	INSTRUCTIONAL SUPPLIES	\$184.00
IOWA CITY LIBERTY HIGH SCHOOL	DUES AND FEES	\$70.00
JEFFERSON HIGH SCHOOL	DUES AND FEES	\$85.00
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$95.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$160.00
KENNY DRANNON	OFFICIAL/JUDGE	\$57.50
KESTER BRADLEY	OFFICIAL/JUDGE	\$25.00
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$242.72
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$599.58
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$87.45
MILLER MATHEW	OFFICIAL/JUDGE	\$65.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$2,950.00
NELSON TODD	OFFICIAL/JUDGE	\$112.50
NOBLE ROBERT	OFFICIAL/JUDGE	\$95.00
PANTINI ANDY	OFFICIAL/JUDGE	\$100.00
PARNOW RYAN	OFFICIAL/JUDGE	\$57.50
PRAIRIE MUSIC ASSOCIATION	DUES AND FEES	\$900.00
Q SWIMWEAR	INSTRUCTIONAL SUPPLIES	\$890.00
REMINGTON SHANE	OFFICIAL/JUDGE	\$95.00
SAM GIPPLE	OFFICIAL/JUDGE	\$50.00
SHAWN THOMSEN	OFFICIAL/JUDGE	\$100.00
SIX FIFTEEN PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$500.00
STACK SPORTS	INSTRUCTIONAL SUPPLIES	\$1,400.00
STAGERIGHT	INSTRUCTIONAL SUPPLIES	\$223.40
THOMA DAVID	OFFICIAL/JUDGE	\$50.00
UTTERBACK BILL	OFFICIAL/JUDGE	\$55.00
VALLEY HIGH SCHOOL-VALLEY BAND BOOSTER	DUES AND FEES	\$100.00
WALMART	INSTRUCTIONAL SUPPLIES	\$49.10
WEBER HEATH	INSTRUCTIONAL SUPPLIES	\$1,305.00
WEST HIGH SCHOOL	DUES AND FEES	\$80.00
Fund Total:		\$25,614.18
Fund: Student Store		
BMO MASTERCARD	GENERAL SUPPLIES	\$155.73
PINK BARRETT, LLC	GENERAL SUPPLIES	\$322.75
SOURCE ONE LOGOS	GENERAL SUPPLIES	\$1,288.20
Fund Total:		\$1,766.68

Linn-Mar Community School District

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Vendor Name	Description	Check Total
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Grand Total: \$714,600.21

End of Report



Missouri State

U N I V E R S I T Y

Memorandum of Understanding for Practicum/Student Teaching/Internship/Course Credit Partnership between Board of Governors of Missouri State University and Linn-Mar Community School District (IA)

This Memorandum of Understanding (MOU) is written in the spirit of cooperation and good faith between **Board of Governors of Missouri State University** and **Linn-Mar Community School District/Agency/Clinic**. **Board of Governors of Missouri State University** recognizes that in order to retain the highest level of talent in classroom teaching or clinical practices, communities must have a collaborative relationship between institutions of higher learning and their partners. The intent of this MOU is to outline the processes employed by Missouri State University and its partners, so that a rich and fulfilling experience is provided to the practicum student/student teacher candidate/intern/course credit student and students with whom they are working. With this intent, the following terms are agreed to by all parties with regard to practicum/student teaching/internship/course credit within **Linn-Mar Community School District/Agency/Clinic**.

1. **Assignment of Practicum Student/Student Teacher Candidate/Intern/Course Credit Student.** **Board of Governors of Missouri State University** (hereafter referred to as "the institution") will only place students for assignments as practicum students/student teacher candidates/interns/course credit students who have successfully completed all the prerequisites for practicum/student teaching/internship/course credit. Personnel from the institution and the **School District/Agency/Clinic of Linn-Mar Community School District** (hereafter referred to as "District/Agency/Clinic") shall collaborate on the placement of the practicum student/student teacher candidate/intern/course credit student into the District's/Agency's/Clinic's learning settings to allow those practicum students/student teacher candidates/interns/course credit students to receive a learning experience.

The District/Agency/Clinic will select certified staff and/or experienced classroom teachers to work with the practicum students/student teacher candidates/interns/course credit students during the semester.

2. **Confidentiality.** The institution and each practicum student/student teacher candidate/intern/course credit student assigned pursuant to this MOU shall maintain confidentiality concerning District's/Agency's/Clinic's attendees as required by the Family

COLLEGE OF EDUCATION

Teacher Certification Office

(Revised 5P18) Hill Hall 200B • 901 South National Avenue • Springfield, Missouri 65897 • 417-836-8772 • Fax 417-836-5008

www.missouristate.edu/certification • teacher certification@missouristate.edu

An Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability/Sexual Orientation/Gender Identity Employer and Institution



Educational Rights and Privacy Act (FERPA) and the statutes of the state of Missouri. Prior to placing a practicum student/student teacher candidate/intern/course credit student in a District/Agency/Clinic program or building, the institution shall provide training to the practicum student/student teacher candidate/intern/course credit student regarding the requirements of FERPA and applicable Missouri Statutes.

3. **Non Discrimination.** The District/Agency/Clinic and the institution give assurance that each is an equal opportunity employer and does not discriminate against any employee, practicum student/student teacher candidate/intern/course credit student, or applicant for employment or registration in a course of study or in its services to people on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status.
 - a. The parties agree to comply with all laws and regulations applicable to the Agreement.
 - b. The institution and District/Agency/Clinic agree that its employees, agents, representatives and practicum students/student teacher candidates/interns/course credit students will refrain from discrimination against any employee, student, attendee, parent or patron, on the basis of the person's race, color, religion, sex, sexual orientation, gender identity/expression, national origin, ancestry, age disability or veteran status, during any activity connected to this Agreement.
4. **Liability.** The District/Agency/Clinic, as a political subdivision of the State of Missouri, and the institution as a Missouri public institution of higher education, have their liability limited by the Missouri sovereign immunity statutes, Section 537.600 *et seq.* RSMo. The parties further understand that nothing in this Agreement shall constitute a waiver of the other's right to sovereign immunity pursuant to the laws of the State of Missouri.
5. **Term/Termination of MOU.** This MOU shall be effective on the date signed by each of the parties and shall remain in effect until written notice of termination by the institution to the District/Agency/Clinic or vice-versa.
6. **Responsibilities of the Institution.** The institution will ensure that each practicum student/student teacher candidate/intern/course credit student is fingerprinted and background checked (when required) in accordance with Missouri law and the policies of the institution. In addition to the FBI fingerprinting and background check, students will be placed when cleared by the Department of Elementary and Secondary Education (DESE) through issuance of a substitute certificate (when required). It is understood that the District/Agency/Clinic reserves the right to refuse to allow any person to have access to its students, attendees employees or buildings as a result of information obtained through the background check, or for any other reason, at the discretion of the District/Agency/Clinic.


7. **Responsibilities of the District/Agency/Clinic.** The District/Agency/Clinic shall provide learning experiences, which are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

The District/Agency/Clinic will assign and designate a point of contact who is to be responsible for planning and administering the program.

The District/Agency/Clinic shall facilitate the practicum student's/student teacher candidates's/intern's/course credit student's professional growth through educational assignments, and shall provide adequate space, equipment and supplies to meet the objectives of training.

Practicum students/student teacher candidates/interns/course credit students shall perform services only when under the supervision of registered, licensed or certified District/Agency/Clinic staff. Practicums/student teacher candidates/interns/course credit students are trainees, therefore, are not considered employees or agents of the District/Agency/Clinic, and are not to replace District/Agency/Clinic staff.

It is through an abundance of mutual respect and understanding of respective missions that we, the undersigned, agree to the terms set forth in this MOU.

	Name/Title of Signee	Signature	Date
Board of Governors of Missouri State University	<u>Dr. David Hough</u> Dean College of Education		<u>9/24/13</u>

	Name/Title of Signee	Signature	Date
School District/Agency/ Clinic Name			
Linn-Mar Community School District	<u>Mr. Shannon Bisgard</u> Superintendent	_____	_____



12577 East Caley Avenue | Centennial, CO 80111
p. 303-766-9199 | f. 888-868-5478 | www.marzanoresearch.com

MARZANO HIGH RELIABILITY SCHOOLS CONTRACT

Effective September 25, 2018 Linn-Mar Community Schools (“Client”) and Marzano Research LLC (“Marzano Research”) agree that Marzano Research will provide Marzano High Reliability Schools™ services in exchange for \$24,651.00 (USD). The parties agree as follows:

1. Services: Marzano Research agrees that Linn-Mar Community Schools will participate in the High Reliability Schools™ program with the following services.

Service	Item	Qty.	Amount	Price
1	Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey See Exhibit B for list of schools *Surveys to be completed within one year of the execution of the HRS contract	4	\$750.00/district or school	\$3,000.00
2	Marzano High Reliability Schools™ Data Coaching Webinar (up to 90 minutes/webinar) See Exhibit A for data coach, date, and time.	4	\$1,650.00	\$6,600.00
3	Marzano High Reliability Schools™ Certification Onsite Day (up to 2 schools per day) See Exhibit A for HRS certifier, date, and time	2	\$7,100.00	\$14,200.00
4	Book Library (see Exhibit A)	4	See attached book coupon	\$491.20
5	License of the Marzano Compendium of Instructional Strategies (valid for one year)	4	\$89.95	\$359.80
	TOTAL			\$24,651.00

2. Compensation: Client will pay Marzano Research a total contract amount of \$24,651.00 (USD). Client will pay Marzano Research an initial payment of \$8,011.00 (USD), which will be applied toward payment of the total contract amount and invoiced immediately upon executing this Contract. The remaining balance will be



billed following the PD date. Client will provide a purchase order for the total contract amount immediately upon entering the contract. Client agrees to reimburse any expenses incurred by Marzano Research that result from Client's delay in providing a purchase order. All payments are due net 30 days from date of invoice. All late payments are subject to a Finance Charge of 1.5% month

3. Travel Arrangements and Expenses: The total contract amount includes all travel, lodging, and other incidental expenses incurred by Associate.

4. Intellectual Property: Client acknowledges that Marzano Research or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with the services performed under this Agreement, and that no materials will be developed specifically for Client. Marzano Research or Associate shall retain all copyrights owned prior to entering this Agreement, and Client may not reproduce any materials not designated reproducible without the express written permission of Marzano Research. Client is responsible for the reproduction of all handouts and other print materials related to the services, and Client will notify the Associate directly of any deadlines for reproduction.

5. Audio/Video Equipment: Host will provide audio/video equipment and technical support for on-site professional development sessions.

6. Recording of Presentation: All audio and video recording is prohibited.

7. Confidentiality: Marzano Research will keep confidential any information or data not generally known to the public it encounters in performing under this Contract. Marzano Research will require any subcontractors it may hire to keep such data confidential, and proof thereof will be made available upon Client's request.

8. Termination: If Client terminates this Contract within 90 days of the workshop for any reason but Force Majeure, Client shall reimburse Marzano Research for any reasonable business expenses incurred in anticipation of performance of this Contract. Marzano Research may terminate this Contract if Marzano Research has not received a purchase order within 30 days of the effective date of this Contract.

9. Force Majeure: If events beyond the parties' control, such as acts of God, disaster, war, curtailment or interruption of transportation facilities, acts of terrorism, State Department or other governmental or international agency travel advisory, civil disturbance, interruption or cessation of electrical power, strikes, disease, epidemic, or any other cause beyond the parties' control which makes it impossible for to perform under this Contract, then Marzano Research agrees to offer services at a later date, provided such can be rescheduled with Client. Marzano Research shall have an affirmative duty to notify Client immediately of any circumstance or event that will prevent Marzano Research from performing under this Contract.

10. Indemnity: Marzano Research shall indemnify and hold harmless Client from any and all claims, actions, costs, or liabilities arising from Marzano Research's negligent acts or omissions during the course of performance under this Contract, except those resulting from Client's negligence.

11. Notices: All notices to be given under this Contract shall be sent by certified mail to Marzano Research LLC, 555 N. Morton St., Bloomington, Indiana 47404. Notice shall be deemed given on the date of mailing.

12. Governing Law/Venue: This Contract shall be deemed to have been made in the State of Indiana and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Indiana, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Contract shall be brought solely in the federal or local courts of the State of Indiana.

13. Nature of Contract: Client is engaging Marzano Research's services as an independent contractor, and nothing in this Contract shall be construed as an agreement for employment. This Contract is non-exclusive, and Marzano Research may enter into contracts with other parties for professional services similar to those set forth in this Contract.

14. Entire Contract: This Contract and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Contract shall be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Contract or of any subsequent default or breach of the same or a different kind.

This Contract is acknowledged and accepted by Client and Marzano Research:

Linn-Mar Community Schools

Marzano Research LLC

By:

Name: Shannon Bisgard

Title: Superintendent

Linn-Mar Community Schools

2999 N. 10th St. Marion, Ia. 52302

(319)-447-3000

Date:

By:

Name: Jonathon Lee

Title: Project Manager, High Reliability
Schools

Marzano Research LLC

12577 East Caley Avenue, Centennial,
CO 80111

812-336-7700 ext. 255

Date:

Exhibit A: Description of Services

Service: HRS services for Linn-Mar Community Schools

Cost: \$24,651.00

Description of Services:

1) Marzano High Reliability Schools™ Survey Implementation and Analysis: One HRS Level Survey

The first step in becoming a Marzano High Reliability School™ is to collect and analyze survey data for each school in the HRS Network. This is to establish a baseline and initial evidence that a school is working on (and progressing through) a level of the HRS framework. To collect survey data, Marzano Research will make available for one year an anonymous online survey for HRS Level 1 (via SurveyMonkey) to administrators, instructional staff, parents, and students. The survey should take 20-30 minutes to complete for each participant. Marzano Research will provide an aggregate report of respondents' ratings of agreement with the survey items. Surveys for HRS Level 1 are to be completed within one year of the execution of this contract.

2) Marzano High Reliability Schools™ Data Coaching Webinar

Marzano Research HRS associates will conduct a webinar session with school staff to discuss survey results, lagging indicators, and proposed next steps. For districts, schools can group together participants on this webinar. The webinar is anticipated to be up to 90 minutes in length.

Webinar #1

Data Coach: TBD

Date: TBD

Time: TBD

Webinar #2

Data Coach: TBD

Date: TBD

Time: TBD

Webinar #3

Data Coach: TBD

Date: TBD

Time: TBD

Webinar #4

Data Coach: TBD

Date: TBD

Time: TBD

3) Marzano High Reliability Schools™ Certification On-Site Day (up to 2 schools per day)

Certification #1

HRS Certifier: Phil Warrick

Date: April 11, 2019

Certification #2

HRS Certifier: Phil Warrick

Date: April 12, 2019

4) Book Library

Four copies of each:

- *The New Art and Science of Teaching*
- *A School Leader's Guide to Standards-Based Grading*
- *A Handbook for High Reliability Schools*
- *Collaborative Teams that Transform Schools*
- *Making Classroom Assessments Reliable and Valid*

5) Four licenses of the Marzano Compendium of Instructional Strategies (valid for one year)

Exhibit B: List of Schools

District Name: Linn-Mar Community Schools

Name of School	Address of School	Contact Person	Contact Person Phone Number	Contact Person Email Address	HRS Level
Excelsior Middle School	3555 N. Tenth Street, Marion, IA 52302	John Christian Principal	(319) 447-3130	jchristian@linnmar.k12.ia.us	1



Oak Ridge Middle School	4901 Alburnett Rd, Marion, IA 52302	Principal Travis Axeen	(319) 447-3410	taxeen@linnmar.k12.ia.us	1
Indian Creek Elementary School	2900 Indian Creek Rd, Marion, IA 52302	Principal Kelly Kretschmar	(319) 447-3270	kkretschmar@linnmar.k12.ia.us	1
Westfield Elementary School	901 East Main St, Robins, IA 52328	Principal Ed Rogers	(319) 447-3350	erogers@linnmar.k12.ia.us	1



CONTACT INFORMATION

Please fax (866-868-5478) OR scan and email the signed contract, including this page, the PO, and the completed workshop specifications sheet directly to your Marzano Research representative.

sheena.poskie@marzanoresearch.com

Payments, including deposit checks, should be mailed directly to the Business Office:

Marzano Research, LLC
ATTN: Accounts Receivable
555 North Morton St.
Bloomington, IN 47404

Please provide the following information in both sections:

Who will be the contact person for the work?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Fax: _____

Who will receive and pay the invoices?

Contact: _____

Title: _____

Phone: _____

E-mail: _____

Mailing
Address: _____



Marzano Research
Resource Discount Coupon

Coupon Code: PD WKSHP

This coupon, when accompanied by a faxed or mailed purchase order, credit card payment, or check, entitles bearer to a special one-time discount.

If this coupon does not accompany the order, then the discount cannot be guaranteed. Offer expires 30 days after last date.

Host: Jeff Gustason
Linn Mar High School
3111 North 10th St., Marion, IA
52302

Speaker:
Title of Workshop: MRL
Date of Presentation:

Rep:

Special One-Time Discount*:
10-49 copies – 20%
50-99 copies – 30%
100+ copies – 40%

***The above discount applies only to Marzano Research/Solution Tree titles (book code begins with BKF or BKL). Marzano Research partner titles are entitled to a discount of 10% off for 50-99 copies, 20% off for 100+. Please ask your PD Rep for these titles. No additional discount is available on kits (book code begins with KTF).**

Unit Quantity	Product Code	Title	Unit Price	Discount %	Discounted Unit Price	Unit Quantity x Unit Price
MARZANO RESEARCH/SOLUTION TREE TITLES (Product codes beginning with BKF or BKL)						
4	BKF776	New Art and Science of Teaching	\$29.95	20%	\$23.96	\$95.84
4	BKL019	A Schools Leaders Guide to Standards Based Grading	\$24.95	20%	\$19.96	\$79.84
4	BKL020	Handbook for High Reliability Schools	\$24.95	20%	\$19.96	\$79.84
4	BKL034	Collaborative Teams That Transform Schools	\$29.95	20%	\$23.96	\$95.84
4	BKF789	Making Classroom Assessments Reliable and Valid	\$29.95	20%	\$23.96	\$95.84
			\$0.00	20%	\$0.00	\$0.00
MARZANO RESEARCH PARTNER TITLES (Product codes beginning with BKC)						
			\$0.00	0%	\$0.00	\$0.00
			\$0.00	0%	\$0.00	\$0.00
			\$0.00	0%	\$0.00	\$0.00
MARZANO RESEARCH/SOLUTION TREE DVDs Do NOT get a discount (Product codes beginning with VI, DV, CA, or CD)						
			\$0.00	0%	\$0.00	\$0.00
			\$0.00	0%	\$0.00	\$0.00
			\$0.00	0%	\$0.00	\$0.00
MARZANO RESEARCH KITS Do NOT get a discount (Product codes beginning with KT)						
			\$0.00	0%	\$0.00	\$0.00
			\$0.00	0%	\$0.00	\$0.00
			\$0.00	0%	\$0.00	\$0.00
Total Quantity	20				Subtotal	\$447.20
					Tax*	State and local taxes may apply. Please see list below. Please call 800.733.6786 to ensure we receive a copy of exemption certificate.
					Shipping**	\$40.00
					Handling	\$4.00
					TOTAL	\$491.20

PO #: _____

Enclosed Check #: _____

Account #: _____

Expiration Date: _____

CVV/CVC Code: _____

Signature: _____

(Note: We cannot process your order until we receive an official copy of your purchase order by fax or mail. All purchase orders must be accompanied by a completed order form and include shipping and handling costs.)

You may place your order by email or fax. If you have questions please contact us at 1-888-849-0851

Email orders to: orders@marzanoresearch.com

Fax orders to: 1-866-801-1447

SHIP TO / BILL TO: (Indicate which (Ship to or Bill to), if either is different from the above address)

Name: _____

Organization: _____

Address: _____

City/Province/Postal Code: _____

Phone: _____ Fax: _____


*Taxes apply in these states: AK, AR, CA, CO, IL, IN, KY, LA, ME, MI, MO, NE, OH, OK, PA, SC, TX, WA, and WV

Date **October 2, 2018**

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

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

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

Contact Name	<u>Aaron Stecker</u>	Organization	<u>Kennedy H.S.</u>
Signature	<u></u>	Phone	<u>319-899-6078</u>
Address	<u>4545 WENIG RD NE</u>	E-Mail	<u>astecker@cr.k12.ia.us</u>
<u>CECILE DARRIOS, 1A 52402</u>		For Office Use Only	

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

For Office Use Only

Request Approved _____ Request Denied _____
Date Received _____

Board President Signature/Date

Business Services Signature/Date

CONTRACT Agreement Between

Miller's Petting Zoo
20530 E. 700th St.
Geneseo, IL. 61254
(309)949-2607
Fax {309} 949-4100

And

Bowman Woods Elementary School
151 Boyson Rd. NE
Cedar Rapids, IA. 52402

Miller's Petting Zoo can provide Certificate of General Liability Insurance with combined single limit of \$1,000,000. Miller's Petting Zoo will also provide reasonable cleaning of zoo area during and after your event.

2nd Party will provide reasonable security of animals, equipment and access to water.

For Following Date: Thursday October 11th , 2018

Times: 10am-3pm

At This Address/Location- Same as above

For Amount of: \$1100.00 Includes 25# of feed

Payment Due: Thursday October 11th, 2018

Additional Agreements/Comments—Once contract is signed and date is booked there will be no cancellation and full is due. There will be a 10% surcharge if payment is not made on date above. If additional insured is required , a \$100.00 fee will be charged.



Recoverable Signature

X

Dennis Rushing

Dennis Rushing

Signed by: Dennis Rushing

And _____ Title _____ Date _____

PROFESSIONAL SERVICES AGREEMENT

CLIENT: Linn-Mar Community School District
ATTN: Mr. Steve Nelson, Operations & Maintenance Manager
 2999 North 10th Street
 Marion, Iowa 52302

PROJECT: Linn-Mar 2019 Roof Improvements

LOCATION: Marion, Iowa

DATE: October 2, 2018

PROJECT DESCRIPTION

The Linn-Mar Community School District (LMCSD) has requested that Shive-Hattery perform the scope included in this proposal for the 2019 Roof Improvements.

SCOPE OF SERVICES

Shive-Hattery will provide, as needed; Roof Consulting services for LMCSD. Services performed on behalf of LMCSD shall include, but are not limited to the following;

Budget Development
 Architectural Design
 Construction Administration
 Construction Observation
 Roof Services

1. Roof Replacement Design and Bidding Phase

- a. Shive-Hattery will provide design, bid and construction observation and administration services related to the roof replacement projects for the 2019 school year.
- b. Anticipated roof replacements are listed as follows with Opinion of Probable Construction Cost per the attached budget.
 - i. Wilkins Elementary Roof Levels A, B, C, E and F.
 - ii. Linn-Mar High School, Roof Level N and X (alternate bid).
- c. Conduct meetings with Linn-Mar Community School District personnel to discuss the improvements to be made.
- d. A standard procedure performed during our design phase is to sample the roof membrane and flashings and have an independent lab test for the presence of asbestos. If asbestos-containing materials are found, we will provide design for abatement of asbestos-containing materials (ACM).
- e. Prepare a revised opinion of construction costs at the completion of the design work.
- f. Prepare the bid documents including the general conditions, bid forms, notice of hearing and letting, and plans and technical specifications suitable for obtaining competitive bids for construction.
- g. Review the proposed bid documents and letter of opinion of probable cost of construction with your staff.

- h. Submit plans and specifications to Rapids Reproductions for electronic distribution. Rapids Reproduction will also manage the planholders' list.
- i. Conduct a prebid meeting with the contractors and respond to questions from construction contractors as they review the documents and prepare their bids.
 - i. Prepare and issue addenda via Rapids Reproductions.
- j. Assist in opening and evaluating the bids. Provide a bid tabulation and letter of recommendation of award.

2. Roof Replacements Construction Phase

- a. Provide on-site construction services consisting of conducting a pre-construction conference, a pre-installation conference, and construction observation visits to observe and report on work- in-progress. One visit to the site per five working days will be made.
- b. Provide written reports to you relative to the progress of the work.
- c. Review change orders, project submittals, and contractor's pay requests.
- d. Conduct post construction reviews of the work and generate a punch list of items requiring attention as necessary.
- e. Upon completion of construction, we will prepare a final closeout letter and assist in obtaining executed documents to conclude the work.

3. Roof Management

- a. Shive-Hattery will work with Buildings and Grounds Staff to update facility roof maps for all client facilities, including recent additions and renovations.
- b. Work with the district's personnel and roofing repair contractor to develop a five-year replacement and maintenance budget.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

- 1. Provide a Client Project Representative authorized to render decisions on behalf of the Client.
- 2. Site access for Shive-Hattery personnel.
- 3. All available existing site plans and building drawings.
- 4. Legal, accounting and insurance counseling services that may be necessary. The District shall coordinate these services with those services provided by Shive-Hattery.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

We anticipate beginning our services in October, bidding improvements in February 2019 with construction occurring during summer break of 2019.

COMPENSATION

Our fees based on the Scope of Services are as follows:

Description	Fee Type	Reimbursable Expenses	FEE
Roof Replacements and Repair	Fixed Fee	Included in fee	\$45,000
ESTIMATED FEE			\$45,000

Fee Type:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above, inclusive of expenses.
- Included in Fee - Expenses have been included in the Fee amount. Reimbursable Expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

The terms of this proposal are valid for 60 day(s) from the date of this proposal.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services but they are not part of this proposal at this time.

1. Air monitoring services related to asbestos abatement.
2. Re-design and/or re-bidding of the project after the initial bid opening.
3. Additional destructive or non-destructive testing to determine sources or locations of leaks.

EXHIBITS

1. 2019 Roof Replacement Opinion of Probable Construction Costs

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery March 2016

PARTIES

"S-H" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., or Design Organization, a Division of Shive-Hattery, Inc.
"CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal

costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the

accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, riot or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,

SHIVE-HATTERY, INC.



Lisa Goeman, Project Manager
lgoeman@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Linn-Mar Community School District

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

CC: Mitch Kelchen, S-H

LICENSE AGREEMENT NON-COMMERCIAL

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

1. Definitions

- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.
- 1.2 "Licensed Product" means products bearing the Trademarks.
- 1.3 "Royalty Rate" means the percentage defined in Exhibit B.
- 1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.
- 2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR'S CONTROL

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

4. USE OF THE TRADEMARK

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

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

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

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

5. TERMINATION

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

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

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

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

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

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

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

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

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

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

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

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

Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: Linn-Mar Wildcats 4th Gr Boys BB Team
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Cyle Clapper

Contact's Signature: Cyle Clapper Date Signed: 9/20/18

How to Reach Contact: Phone: 712-308-2428

Email: Cyle-24@yahoo.com

Full Address: 570 Kervin CT
Robins, IA 52328

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

CODE OF CONDUCT NON-COMMERCIAL

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

Expected Behavior. License agrees to abide by, and have their members, parents of members, coaches, and supporters abide by the following standards of behavior:

The use of profane or abusive language is not acceptable. Extreme verbal outbursts show a lack of self-control and immaturity; these reflect negatively on the Licensor, Licensee and the individual and should be avoided.

There is an expectation that all individuals representing the Licensor be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions.

In all situations, competitors are expected to perform to the best of their ability, within the context of specific rules of their competition. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a competitor's basic philosophy and attitude.

Students should present a neat appearance at all functions with adults using discretion regarding their appearance.

Realizing that academics are the priority of the high school years, students are expected to maintain acceptable standards of academic achievement. It is understood by all that academic responsibilities include attendance, punctuality, cooperation, general good behavior, respect for teachers and fellow students, and a genuine effort on all homework assignments, tests, projects and examinations.

LICENSE AGREEMENT COMMERCIAL

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

1. Definitions

- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.
- 1.2 "Licensed Product" means products bearing the Trademarks.
- 1.3 "Royalty Rate" means the percentage defined in Exhibit B.
- 1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.
- 2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR'S CONTROL

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

4. USE OF THE TRADEMARK

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

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

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

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

5. TERMINATION

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

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

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

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

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

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

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

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

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

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

7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.

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

Please print (except for your signature) and provide all the information requested.

Licensee: (Commercial)

Full Name of Team/Entity: Fabrique Gifts LLC
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Owner
(Example: Head Coach)

Contact's Printed Name: Patricia Banks

Contact's Signature: Patricia Banks Date Signed: 9/21/18

How to Reach Contact: Phone: 319-432-9082
Email: pat@fabriquegifts.com
Full Address: 209 Teakwood Ln NE
Cedar Rapids, IA 52402

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

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

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Commercial

Royalty Rate: 8%

Licensed Markets: Everything not prohibited by the Code of Conduct

Customers: Everyone

Term: 1 year

Reporting Period: Quarterly

CODE OF CONDUCT
COMMERCIAL

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

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

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

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

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

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

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

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with **Davis Churchman** Independent Contractor (“IC”), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Choreography Assistant
2. **GROUP /DEPARTMENT WORKING WITH** In Step
3. **AMOUNT of PAYMENT:** **300.00+ mileage and Food**

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 10/27/18 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

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

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on ___August 6___, 2018_ and shall continue in effect until _October 27___, 2018_, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 1st day of August, 2018.

Independent Contractor

By: L. David Chuselman

Title: Choreographer Assistant

Linn-Mar Community School District

By: _____

—

Board President

Independent Contractor Agreement Linn-Mar Community School District

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

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

1. **SERVICES TO BE PERFORMED:** Choreography/Assistant
2. **GROUP /DEPARTMENT WORKING WITH** In Step
3. **AMOUNT of PAYMENT:** **300.00+ mileage and Food**

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 10/27/18 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

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

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on ___August 6___, 2018_ and shall continue in effect until _October 27___, 2018_, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 1st day of August, 2018.

Independent Contractor

By: 

Title: Choreographer Assistant

Linn-Mar Community School District

By: _____

Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with **Alexis Robson** Independent Contractor (“IC”), for the performance of certain services,

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

1. **SERVICES TO BE PERFORMED:** Choreography
2. **GROUP /DEPARTMENT WORKING WITH** In Step
3. **AMOUNT of PAYMENT:** **4250.00+ mileage and Food**

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 10/27/18 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

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

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on ___August 6___, 2018_ and shall continue in effect until _October 27___, 2018_, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 1st day of August, 2018.

Independent Contractor

By:

Leli Robson

Title: __Choreographer_____

Linn-Mar Community School District

By:

Board President

Independent Contractor Agreement Linn-Mar Community School District

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

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

1. **SERVICES TO BE PERFORMED:** Percussion Instructor
2. **GROUP /DEPARTMENT WORKING WITH** Band
3. **AMOUNT of PAYMENT:** \$2,000

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on October 25 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

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

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on August 27, 2018 and shall continue in effect until October 25, 2018, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 21st day of September, 2018.

Independent Contractor

By: 

Title: Perssion Instructor

Linn-Mar Community School District

By: _____

Board President

Independent Contractor Agreement

Linn-Mar Community School District

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

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

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

2. **TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$ 1750⁰⁰ OR at a rate of \$ _____, not to exceed \$ _____ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.

general
acct

708271

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

4. **TERM:** This Agreement shall begin on Aug 29, 2019 and shall continue in effect until 6/1, 2019, unless earlier terminated by either party in accordance with section 11.

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

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

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

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

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

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

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

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

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

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

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

This Agreement signed and dated this 29 day of August, 2018.

Independent Contractor

By: Andrew L. Gentzsch
Printed Name
Andrew L. Gentzsch

Title: Prof. Andrew Gentzsch

Linn-Mar Community School District

By: _____
Printed Name: _____

Title: _____
Board President

Independent Contractor Agreement Linn-Mar Community School District

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

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

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

2. **TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$ _____ OR at a rate of \$ 76 per session not to exceed \$ _____ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.

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

4. **TERM:** This Agreement shall begin on 8/29, 2018 and shall continue in effect until 6/1, 2019, unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.
7. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment tax.
8. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
9. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
10. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or 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.
11. **TERMINATION:** This agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

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

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

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

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

This Agreement signed and dated this 5 day of September, 2018.

Independent Contractor

Linn-Mar Community School District

By: John Schultz
Printed Name: John Schultz

By: _____
Printed Name: _____

Title: President, Schultz Strips Title: _____
Board President

Independent Contractor Agreement Linn-Mar Community School District

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

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

1. **SERVICES TO BE PERFORMED:** Instructions Choreography for JV Linn Mar poms
2. **GROUP /DEPARTMENT WORKING WITH** JV Linn Mar poms
3. **AMOUNT of PAYMENT:** \$400.00

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 8/10/2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

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

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on 8/10, 2010 and shall continue in effect until 8/10, 2010, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 13 day of September, 2018.

Independent Contractor

By: Bailey mailonee

Title: Choreographer

Linn-Mar Community School District

By: _____

—
Board President

Independent Contractor Agreement Linn-Mar Community School District

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

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

1. **SERVICES TO BE PERFORMED:** Choreography
2. **GROUP /DEPARTMENT WORKING WITH** Linn-Mar JV pom's
3. **AMOUNT of PAYMENT:** \$400.00

Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on Aug. 18, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

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

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
6. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
7. **INSURANCE:** No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by the District on account of IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that District may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC, or as a result of failure to pay any employment or income taxes arising out of IC's performance of Services for the District. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This Agreement shall begin on Aug. 18, 2018 and shall continue in effect until Aug. 18, 2018, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION.** This Agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or

obligations under this Independent Contractor Agreement without the prior written consent of District.

12. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 17 day of Sep., 2018.

Independent Contractor

By: MCKay Clark

Title: Choreographer

Linn-Mar Community School District

By: _____

—
Board President

Linn Mar Community School District- Site Surveying/Traffic Impact Study -35th Avenue Site
HHE File No. 10525-1-LM

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 24, 2018 ("Effective Date") between Linn Mar Community School District. ("Owner") and Hall & Hall Engineers Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Site Surveying and Traffic Impact Study for the construction of a new 5th/6th Grade School and off-site public improvements for 35th Avenue, Marion, Iowa ("Project").

Engineer's Services under this Agreement are generally identified as follows:

On-Site Improvements for Proposed Elementary School

- A. Topographic Survey (*Boundary Retracement Survey was previously completed for this site*)
 - 1. Complete topographic survey for the Project
 - 2. Collect surface features (paving, trees, utility fixtures, etc.) and horizontal locations of underground utilities (One-Call).

Off-Site Services for 35th Avenue

- B. Topographic Surveys

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific supplemental survey tasks to be performed include the following:

 - 1. Control Surveys - The Engineer will establish horizontal and vertical control for the Project area in state-plane coordinates and vertical control per USGS datum.
 - 2. Topographic Survey - The Engineer will perform topographic surveys required along the entire project corridor.
 - 3. Utility Surveys - The Engineer shall perform utility surveys utilizing the Iowa One Call system
- C. Traffic Impact Study
 - 1. Project Objective: The general objective of the traffic impact study is to identify anticipated traffic impacts on the existing roadway network associated with the proposed development of a new 5th/6th grade school along 35th Avenue in Marion.
 - 2. Study Area: The study includes only 35th Avenue within the frontage of the school property. Specific study intersections include 35th Avenue with the proposed site access drives.
 - 3. Data Collection
 - a. Peak Hour Traffic Count Data – Conduct AM (7:00 am – 8:15 am) and PM (2:30 pm - 4:30 pm) driveway movement counts at the entrance drive to Excelsior Middle School. These counts will be used for estimating new trips at the proposed 5th/6th Intermediate School.
 - b. 24-Hour Traffic Count Data – Collect 24-hour traffic counts along 35th Avenue using pneumatic road tube counters.

- c. Crash Data – Engineer shall collect crash data for the study area over the previous 5-year period for which complete year's data is available. The Engineer will conduct a crash analysis to identify high crash rate locations or causes of crashes.
 - d. Review of existing roadway characteristics (e.g. – number of traffic lanes, traffic control devices, posted speed limits, etc.)
4. Traffic Modeling/Analysis
- a. Engineer will develop a traffic model using Synchro traffic analysis software. Both the AM peak hour and PM peak hour will be analyzed. It is noted that the school access drive peak hours are expected to be different than the peak hour of the adjacent street traffic along 35th Avenue. The following scenarios will be modeled at the proposed access drive locations:
 - i. Existing Conditions (2018)
 - ii. Opening Day Build (2020)
 - iii. Design Year Build (2040) – This will assume development of the future elementary school.
 - b. The Engineer will prepare estimates of new trips generated by the proposed development and assign a direction distribution of these trips to the adjacent roadway network. Trip generation and directional distribution will be completed separately for the opening year and design year scenarios. Owner shall provide the Engineer with all requested information needed to prepare trip generation estimates, to the extent that this information is available. This may include:
 - i. Proposed normal school day hours for new school
 - ii. Anticipated enrollment on opening day
 - iii. Maximum student capacity (i.e. – design year enrollment)
 - iv. Anticipated number of students that will ride the bus each day
 - c. General review of operations along the street network for all scenarios. If any operational concerns for which geometric or traffic control device improvements are recommended, the recommended improvements will be incorporated into the traffic model.
 - d. Review anticipated on-site traffic circulation. In particular, the Engineer will attempt to estimate vehicle queue lengths on site and identify areas of conflict between vehicular and pedestrian traffic.
5. Report
- a. Prepare a draft report summarizing the findings and recommendations of the analysis. The report will include figures and tables as appropriate to support the report text.
 - b. Prepare a final report to address any questions received from the Owner and/or City staff about the draft report.
 - c. Provide a report appendix that includes supporting information and/or exhibits, including traffic count data and traffic model reports.
- D. Acquisition Plat – 35th Avenue
- 1. Prepare an acquisition plat for 35th Avenue
 - 2. Submit acquisition plat to the City of Marion for review, approval and recordation
 - 3. After acquisition plat is recorded set property pins

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures

of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1)

retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

SERVICE	FEE
On-Site Improvements for Proposed Elementary School	
A. Topographic Survey	\$3,500
Off-Site Services for 35th Avenue	
B. Topographic Survey	\$1,000
C. Traffic Impact Study	\$8,100
D. Acquisition Plat – 35 th Avenue	\$1,000
Base Project Lump Sum Fee Total	\$13,600
Estimated Expenses (mileage, etc)	\$100

**Expenses will be tracked separately per Note #2 below.*

1. Printing and office materials shall be considered incidentals and will be included in the fixed fee.
2. Owner to pay all fees and expenses for the project with no mark up. Fees shall include permits, submittal fees, mileage, etc. These costs are estimated in the above costs and shall be clearly identified on the invoice.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates, Appendix 2, Special Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Linn Mar Community School District

2999 North 10th Street

Marion IA 52233

ENGINEER:

By: Brent Jackman, P.E.

Title: Project Manager

Date Signed: September 24, 2018

Engineer License or Firm's Certificate
Number: 421308857

State of: Iowa

Address for giving notices:

Hall & Hall Engineers Inc.

1860 Boyson Road

Hiawatha IA 52233

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated Sept. 24, 2018

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Hourly rates for services performed on or after the Effective Date are:

POSITION	LEVEL		
	I	II	III
Team Leader	\$133/hour	\$138/hour	\$148/hour
Project Manager	\$123/hour	\$128/hour	\$138/hour
Associate Team Leader	\$103 /hour	\$113/hour	\$123/hour
Project Coordinator	\$83/hour	\$98/hour	\$113/hour
Project Engineer	\$108/hour	\$113/hour	\$123/hour
Design Engineer	\$93/hour	\$98/hour	\$108/hour
Civil Engineering Technician	\$83/hour	\$93/hour	\$103/hour
Project Landscape Architect	\$108/hour	\$113/hour	\$123/hour
Design Landscape Architect	\$93/hour	\$98/hour	\$108/hour
Landscape Architect Technician	\$83/hour	\$93/hour	\$103/hour
Project Surveyor	\$120/hour	\$125/hour	\$135/hour
Lead Field Surveyor	\$100/hour	\$110/hour	\$120/hour
Design Surveyor	\$80/hour	\$95/hour	\$110/hour
Field Surveyor	\$85/hour	-----	-----
Construction Administrator	\$108/hour	\$118/hour	\$128/hour
Construction Observer	\$83/hour	\$98/hour	\$113/hour
Administrator	\$63/hour	\$78/hour	\$93/hour
Intern	\$50/hour	\$60/hour	-----
Expert Witness	\$185/hour		
Traffic Data Collector	\$80/hour for staff & \$40/hour for intern		
Mileage – Personal Vehicle	\$0.535/mile		
Mileage - Company Truck	\$0.75/mile		
Install and monitor sewer flow meter	\$150/week		

Appendix 2, Special Provisions

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.
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This is **Appendix 2, Special Provisions**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated Sept. 24, 2018

Special Provisions to this Agreement

Modify paragraph 2.01A as follows:

Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum rate of interest permitted by law, if less). If any portion or all of an account remains unpaid 90 days after the invoice date, the Owner shall pay all costs of collection, including reasonable attorney's fees and said accounts may be assigned to a credit agency, be the basis of mechanics liens, or any and all other debt collection remedies available. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal. Invoices paid by credit card will be charged an additional 4% service charge.

Additional Terms and Conditions

Access to Site: Unless otherwise stated, the Engineer will have access to the site for activities, but has not included in the fee the cost of restoration of any resulting damage.

Information Provided By Others: Owner shall furnish at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

Hazardous Materials: The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its sub-consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory

Appendix 2, Special Provisions

liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Engineer.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Fiduciary Responsibility: The Engineer shall not offer any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineer or any of its sub-consultants, as a consequence of the Engineer entering into this Agreement with the Owner.

Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the Owner understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing, and that the Engineer's opinions of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of Project construction will not vary from the Engineer's opinion of probable construction cost.

Validity of Pricing for Services: The scope, schedule and compensation listed for services in this Agreement shall be valid for 30 days from the date Engineer has signed the agreement. Scope, schedule and compensation are subject to change after the above 30 days have expired.

Mutual Indemnification

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against damages arising directly from the Engineer's negligent performance of the services under this Agreement and that of its sub-consultants or anyone for whom the Engineer is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Engineer has no duty to defend the Owner from and against any claims, causes of action, or proceedings of any kind.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors and employees against damages arising directly from the Owner's negligence of the services under this Agreement and that of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Owner has no duty to defend the Engineer from and against any claims, causes of action, or proceedings of any kind.

Neither the Owner nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or the negligence of others.

Clarification to the Definition of Engineer

For the purposes of this Agreement, services provided by the Engineer may include land surveying, landscape architecture, and environmental services in addition to civil engineering.

Clarification to the Definition of Owner

For the purposes of this Agreement, the Owner may be a general contractor, sub-contractor, individual, corporation, non-profit, consultant, and any other type of entity for which the Engineer is providing services.

Electronic Data Release

The owner exercises the right to request that the Engineer provide a copy of their electronic survey, design and/or data file(s) pertaining to this project. Said electronic file(s) may be preliminary and may not be complete or in final form and shall not be intended for construction use. Owner's use or reuse, reproduction, dissemination, and/or review (both internally and externally) shall be at the Owner's risk and full legal responsibility. Owner shall be fully and solely responsible for reconciling of said electronic files with final certified hard copies produced by the Engineer. Only the final certified hard copies of the survey, design and/or data files shall be the official plans and documents for the project.

By signing this agreement the Owner does hereby agree to indemnify and hold the Engineer, it's manager(s), member(s), officers, agents and employees harmless from any claims, suits, damages, liability, demands or costs, including attorney fees resulting from or arising out of the use or misuse of said electronic survey, design and/or data file(s) by Owner. In the event of suit for breach and/or enforcement of this agreement, Owner agrees to pay all attorney fees incurred by Engineer.

The Engineer retains ownership and a property interest in all electronic data prepared to complete the Engineer's services, including AutoCAD Drawing files ("CAD Data"). Upon Owner's request for CAD Data and signing Engineer's release form, Engineer will furnish CAD Data to Owner or others designated by the Owner. CAD Data will include two-dimensional horizontal line data needed to establish horizontal alignments and control. The furnished data, along with control points, elevations and grades shown on Engineer's plans can be used by others for construction surveys. Engineer will not provide construction survey support to others using Engineer's CAD Data.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 24, 2018 ("Effective Date") between Linn Mar Community School District ("Owner") and Hall & Hall Engineers Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Site Surveying and a Traffic Impact Study for the construction of an 5th/6th grade elementary school located of east of the existing Echo Hill Elementary and south of Echo Hill Road in Marion, Iowa ("Project").

Engineer's Services under this Agreement are generally identified as follows:

On-Site Improvements for Proposed Elementary School

- A. Topographic Survey
 - 1. Complete topographic survey for the Project
 - 2. Collect surface features (paving, trees, utility fixtures, etc.) and horizontal locations of underground utilities (One-Call).

Off-Site Services for Echo Hill Road

- B. Traffic Impact Study
 - 1. Project Objective: The general objective of the traffic impact study is to identify anticipated traffic impacts on the existing roadway network associated with the proposed development of a new 5th/6th grade school along Echo Hill Road adjacent to the existing Echo Hill Elementary School.
 - 2. Study Area: The study includes Echo Hill Road from Alburnett Road to the east limit of the proposed new school. Specific study intersections include Alburnett Road & Echo Hill Road and Echo Hill Road with the existing and proposed primary site access locations.
 - 3. Data Collection
 - a. Peak Hour Traffic Count Data:
 - i. Peak hour turning movement traffic count data provided by the Marion Engineering Department will be used for the intersection of Alburnett Road & Echo Hill Road.
 - ii. Conduct AM (7:45 am – 9:00 am) and PM (3:00 pm - 4:00 pm) driveway turning movement counts at the main entrance drive only (not the bus entrance).
 - b. 24-Hour Traffic Count Data – No 24-hour counts will be conducted as part of this study. Existing 24-hour traffic count data provided by the Marion Engineering Department and/or the Iowa DOT will be used for this study. Engineer shall collect and review this data for use as appropriate.
 - c. Crash Data – Engineer shall collect crash data for the study area over the previous 5-year period for which complete year's data is available. The Engineer will conduct a crash analysis to identify high crash rate locations or causes of crashes.
 - d. Review of existing roadway characteristics (e.g. – number of traffic lanes, traffic control devices, posted speed limits, etc.)

4. Traffic Modeling/Analysis

- a. Engineer will develop a traffic model using Synchro traffic analysis software. Both the AM peak hour and PM peak hour will be analyzed. It is noted that the school access drive peak hours are expected to be different than the peak hour of the adjacent street traffic at the intersection of Alburnett Road and Echo Hill Road. The following scenarios will be modeled and analyzed at both of the study intersections:
 - i. Existing Conditions (2018)
 - ii. Opening Day Build (2020)
 - iii. Design Year Build (2040)
- b. The Engineer will prepare estimates of new trips generated by the proposed development and assign a direction distribution of these trips to the adjacent roadway network. Trip generation and directional distribution will be completed separately for the opening year and design year scenarios. Owner shall provide the Engineer with all requested information needed to prepare trip generation estimates, to the extent that this information is available. This may include:
 - i. Proposed normal school day hours for new school
 - ii. Anticipated enrollment on opening day
 - iii. Maximum student capacity (i.e. – design year enrollment)
 - iv. Anticipated number of students that will ride the bus each day
- c. General review of operations along the street network for all scenarios. If any operational concerns for which geometric or traffic control device improvements are recommended, the recommended improvements will be incorporated into the traffic model.
- d. Review anticipated on-site traffic circulation. In particular, the Engineer will attempt to estimate vehicle queue lengths on site and identify areas of conflict between vehicular and pedestrian traffic.

5. Report

- a. Prepare a draft report summarizing the findings and recommendations of the analysis. The report will include figures and tables as appropriate to support the report text.
- b. Prepare a final report to address any questions received from the Owner and/or City staff about the draft report.
- c. Provide a report appendix that includes supporting information and/or exhibits, including traffic count data and traffic model reports.

C. Boundary Retracement Survey (*if required*)

1. Property research and complete boundary survey of the Project site.
2. Prepare a Boundary Retracement Survey to re-establish where any missing property corner(s) would be and set any missing property corners.
3. Record Boundary Retracement Survey with Linn County Records' Office

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period.

- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

SERVICE	FEE
On-Site Improvements for Proposed Elementary School	
A. Topographic Survey	\$3,500
Off-Site Public Improvements for Echo Hill Road	
B. Traffic Impact Study	\$7,900
Base Project Lump Sum Fee Total	\$11,400
C. Boundary Retracement Survey (<i>if required</i>)	\$3,000
Estimated Expenses (mileage, recordation fee, etc)	\$100

**Expenses will be tracked separately per Note #2 below.*

1. Printing and office materials shall be considered incidentals and will be included in the fixed fee.
2. Owner to pay all fees and expenses for the project with no mark up. Fees shall include permits, submittal fees, mileage, etc. These costs are estimated in the above costs and shall be clearly identified on the invoice.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates, Appendix 2, Special Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Linn Mar Community School District

2999 North 10th Street

Marion IA 52233

ENGINEER:

By: Brent Jackman, P.E.

Title: Project Manager

Date Signed: September 24, 2018

Engineer License or Firm's Certificate
Number: 421308857

State of: Iowa

Address for giving notices:

Hall & Hall Engineers Inc.

1860 Boyson Road

Hiawatha IA 52233

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated Sept. 24, 2018

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. Hourly rates for services performed on or after the Effective Date are:

POSITION	LEVEL		
	I	II	III
Team Leader	\$133/hour	\$138/hour	\$148/hour
Project Manager	\$123/hour	\$128/hour	\$138/hour
Associate Team Leader	\$103 /hour	\$113/hour	\$123/hour
Project Coordinator	\$83/hour	\$98/hour	\$113/hour
Project Engineer	\$108/hour	\$113/hour	\$123/hour
Design Engineer	\$93/hour	\$98/hour	\$108/hour
Civil Engineering Technician	\$83/hour	\$93/hour	\$103/hour
Project Landscape Architect	\$108/hour	\$113/hour	\$123/hour
Design Landscape Architect	\$93/hour	\$98/hour	\$108/hour
Landscape Architect Technician	\$83/hour	\$93/hour	\$103/hour
Project Surveyor	\$120/hour	\$125/hour	\$135/hour
Lead Field Surveyor	\$100/hour	\$110/hour	\$120/hour
Design Surveyor	\$80/hour	\$95/hour	\$110/hour
Field Surveyor	\$85/hour	-----	-----
Construction Administrator	\$108/hour	\$118/hour	\$128/hour
Construction Observer	\$83/hour	\$98/hour	\$113/hour
Administrator	\$63/hour	\$78/hour	\$93/hour
Intern	\$50/hour	\$60/hour	-----
Expert Witness	\$185/hour		
Traffic Data Collector	\$80/hour for staff & \$40/hour for intern		
Mileage – Personal Vehicle	\$0.535/mile		
Mileage - Company Truck	\$0.75/mile		
Install and monitor sewer flow meter	\$150/week		

Appendix 2, Special Provisions

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services.

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This is **Appendix 2, Special Provisions**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated Sept. 24, 2018

Special Provisions to this Agreement

Modify paragraph 2.01A as follows:

Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum rate of interest permitted by law, if less). If any portion or all of an account remains unpaid 90 days after the invoice date, the Owner shall pay all costs of collection, including reasonable attorney's fees and said accounts may be assigned to a credit agency, be the basis of mechanics liens, or any and all other debt collection remedies available. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal. Invoices paid by credit card will be charged an additional 4% service charge.

Additional Terms and Conditions

Access to Site: Unless otherwise stated, the Engineer will have access to the site for activities, but has not included in the fee the cost of restoration of any resulting damage.

Information Provided By Others: Owner shall furnish at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owner's consultants and contractors.

Hazardous Materials: The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and its sub-consultants from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory

liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of the Engineer.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Fiduciary Responsibility: The Engineer shall not offer any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineer or any of its sub-consultants, as a consequence of the Engineer entering into this Agreement with the Owner.

Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the Owner understands that the Engineer has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing, and that the Engineer's opinions of probable construction costs are made on the basis of the Engineer's professional judgment and experience. The Engineer makes no warranty, express or implied, that the bids or the negotiated cost of Project construction will not vary from the Engineer's opinion of probable construction cost.

Validity of Pricing for Services: The scope, schedule and compensation listed for services in this Agreement shall be valid for 30 days from the date Engineer has signed the agreement. Scope, schedule and compensation are subject to change after the above 30 days have expired.

Mutual Indemnification

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees against damages arising directly from the Engineer's negligent performance of the services under this Agreement and that of its sub-consultants or anyone for whom the Engineer is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Engineer has no duty to defend the Owner from and against any claims, causes of action, or proceedings of any kind.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors and employees against damages arising directly from the Owner's negligence of the services under this Agreement and that of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that Owner has no duty to defend the Engineer from and against any claims, causes of action, or proceedings of any kind.

Neither the Owner nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or the negligence of others.

Clarification to the Definition of Engineer

For the purposes of this Agreement, services provided by the Engineer may include land surveying, landscape architecture, and environmental services in addition to civil engineering.

Clarification to the Definition of Owner

For the purposes of this Agreement, the Owner may be a general contractor, sub-contractor, individual, corporation, non-profit, consultant, and any other type of entity for which the Engineer is providing services.

Electronic Data Release

The owner exercises the right to request that the Engineer provide a copy of their electronic survey, design and/or data file(s) pertaining to this project. Said electronic file(s) may be preliminary and may not be complete or in final form and shall not be intended for construction use. Owner's use or reuse, reproduction, dissemination, and/or review (both internally and externally) shall be at the Owner's risk and full legal responsibility. Owner shall be fully and solely responsible for reconciling of said electronic files with final certified hard copies produced by the Engineer. Only the final certified hard copies of the survey, design and/or data files shall be the official plans and documents for the project.

By signing this agreement the Owner does hereby agree to indemnify and hold the Engineer, it's manager(s), member(s), officers, agents and employees harmless from any claims, suits, damages, liability, demands or costs, including attorney fees resulting from or arising out of the use or misuse of said electronic survey, design and/or data file(s) by Owner. In the event of suit for breach and/or enforcement of this agreement, Owner agrees to pay all attorney fees incurred by Engineer.

The Engineer retains ownership and a property interest in all electronic data prepared to complete the Engineer's services, including AutoCAD Drawing files ("CAD Data"). Upon Owner's request for CAD Data and signing Engineer's release form, Engineer will furnish CAD Data to Owner or others designated by the Owner. CAD Data will include two-dimensional horizontal line data needed to establish horizontal alignments and control. The furnished data, along with control points, elevations and grades shown on Engineer's plans can be used by others for construction surveys. Engineer will not provide construction survey support to others using Engineer's CAD Data.



Excursions and Trips Request Form

Code 603.3-R2

Date Request Received by CFO/COO: _____

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

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


The request will include:

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

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

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

Group: LMHS Student Council Submitted by: Karla Blakely
 (Examples: Robotics, FBLA, etc.) (Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and ". . . is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	✓
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	✓
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	✓
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	✓
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3.	✓
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.	✓
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	
Building Principal Approval			Date <u>9/27/18</u>
Chief Financial/Operating Officer Approval			Date <u>10-1-18</u>
Board of Directors Approval			Date

State Leadership Conference – Des Moines, IA – October 28-29, 2018

Purpose

This is an annual Student Council State Leadership Conference. Its sole purpose is to offer leadership ideas, workshops, skills, and development to students around Iowa who are members of Student Council/Senate in their schools. This conference provides students with the opportunity to collaborate with other schools and students and then bring these new ideas and skills and projects back to their student body and help develop a deeper sense of purpose and achievement that can be carried on to their adult life.

Pre-Planning

The advisors meet with the students attending ahead of time to encourage our students to go to the most applicable sessions that provide practical ideas and help for a large school the size of Linn-Mar High School. As a group, the students are also encouraged to attend a variety of sessions to most effectively learn about new and fresh ways to get the student body excited and to improve our school spirit and climate.

Follow-Up

Because the entire Student Council will not be attending this conference, the follow up plans include bringing ideas and skills back to the whole group for discussion and possible implementation. Conference attendees are also expected to share what they have learned through facilitating a leadership activity during a Student Council meeting or by taking on a lead role in implementing something that was learned at the state conference.

Assessment

Each student that attends the conference will be required to share one idea with the entire Student Council group that they have learned and then plan how to implement this idea at Linn-Mar.

Funding

Student Council funds will cover the conference registration fees for all students and advisors as well as covering the cost of hotel rooms. Individuals will be responsible for the cost of two meals.

Common Experience

This is a State Leadership Conference planned by Iowa Association of Student Council (IASC). The purpose of the organization is to promote student participation in the school and community, provide information and assistance in implementing student council activities, and provide leadership training for members and advisers.

As the itinerary shows, our students will hear a keynote speaker and student TED talks, become involved with a state project, and attend three different breakout sessions. Over twenty topics are available for the breakout sessions with a wide variety of topics including: fundraising, leadership activities, student appreciation ideas, homecoming, volunteering/community service, etc.

State Leadership Conference – Des Moines, IA – October 28-29, 2018

List of attendees

Honey Sue Heater – adviser

Karla Blakely – adviser

5 members of Student Council

Overnight Accommodations (Hotel) – TBD

Accommodation options are the Quality Inn and Suites Events Center, Embassy Suites DSM Downtown, or Holiday Inn Downtown @ Mercy Campus.

Mode of Transportation – School vans

Transportation request will be submitted upon approval.

Criteria Checklist – included

Itinerary

Leave Linn-Mar High School at 1 pm on Sunday, October 28 and return to Linn-Mar High School around 3:30 pm on Monday, October 29.

Itinerary for the conference itself has been attached.

IOWA STUDENT LEADERSHIP CONFERENCE 2018

AGENDA (Times are approximate)

SUNDAY EVENING ACTIVITIES

6:00 - 6:45 PM	Pre-Conference Student Council Exchange
6:45 - 7:15 PM	Registration --3rd Floor Iowa Event Center--(Enter 3rd St.--go upstairs)
7:15 - 7:30 PM	ILTC Networking Activities
7:30 - 8:00 PM	Student TED talks
8:00 - 8:40 PM	State Project Activity
8:40 - 9:20 PM	Keith West and the "Illusioneers"--Magic Show

Please note there is a **10:30 PM curfew.**

MONDAY MORNING GENERAL SESSION

8:30 AM	Registration --3rd Floor Iowa Events Center--(Enter 3 rd St.--go upstairs)
9:00 AM	Opening General Session --Ballroom, 4th level <ul style="list-style-type: none">• Welcome• Presentation of Warren E. Shull Iowa HS Adviser of the Year Award• Presentation of Warren E. Shull Iowa MS Adviser of the Year Award• Presentation of the IASC Administrator of the Year Awards• Presentation of Honor Council Awards & National Council of Excellence Awards• Presentation of Kelly Neiber Service Project Award
9:30 AM	Keynote Speaker --Eddie Slowikowski
10:15 AM	Recognition --Outgoing State Officers
10:20 AM	State Project Presentation --IASC State Officers
10:30 AM	Introduction of New State Officers
10:35 AM	ANNOUNCEMENTS

****Immediately after the final announcements students are dismissed to go to Special Interest Sessions on the third floor.***

SPECIAL INTEREST BREAK-OUT SESSIONS

10:40 - 11:10 AM	Session 1	For specific details on each session, go to
11:20 - 11:50 AM	Session 2	www.iowastudentcouncils.org and check out the
12:00 - 12:30 PM	Session 3	full program. Below is the title of each session.

SESSION 1

MS/HS/ADV	<i>*Eddie Slowikowski "Teaming Up to Make a Difference"</i> (Red ticket needed! Tickets are in your packet.)	BALLROOM
MS/HS/ADV	<u>"Portfolios and their Purpose"</u>	ROOM 301
MS/HS	<u>"Empowerment/Self-Defense for Students"</u>	ROOM 302
MS/HS/ADV	<u>"How to Hunger Drive"</u>	ROOM 303
ADV/MS	<u>"Behind the Scenes of Homecoming"</u>	ROOM 304
HS	<u>"Shoe Box Shuffle"</u>	ROOM 305
HS	<u>"ILTC: Leadership Luau"</u>	ROOM 306
HS/MS	<u>"Time to Make a Change"</u>	ROOM 307
MS/HS	<u>"Dance Marathon"</u>	ROOM 308
MS/HS/ADV	<u>"Plant the Seed to Feed: State Project"</u>	ROOM 309
MS/HS	<u>"Preparing to Negotiate"</u>	ROOM 310

SESSION 2

MS/HS/ADV	<i>*Eddie Slowikowski "Teaming Up to Make a Difference"</i> (Blue ticket needed! Tickets are in your packet.)	BALLROOM
ADV	<u>"Advisor Q & A"</u>	ROOM 301
MS/HS	<u>"Empowerment/Self-Defense for Students"</u>	ROOM 302
HS	<u>"Do More. Raise More."</u>	ROOM 303
HS/MS/ADV	<u>"Behind the Scenes of Homecoming"</u>	ROOM 304
HS/ADV	<u>"Sharpen the Axe"</u>	ROOM 305
HS	<u>"ILTC: Leadership Luau"</u>	ROOM 306
HS/MS	<u>"Time to Make a Change"</u>	ROOM 307
HS/ADV	<u>"High School Structure"</u>	ROOM 308
MS/HS/ADV	<u>"Plant the Seed to Feed: State Project 2018-2019"</u>	ROOM 309
MS/HS	<u>"Preparing to Communicate and Negotiate"</u>	ROOM 310

SESSION 3

MS/HS/ADV	<u>"Teaming Up to Make a Difference"</u> (Yellow ticket needed! Tickets are in your packet.)	BALLROOM
HS/ADV	<u>"College Entrance Exams: Why Scores Matter"</u>	ROOM 301
HS	<u>"LEAD"</u>	ROOM 302
HS	<u>"Do More. Raise More."</u>	ROOM 303
HS/ADV	<u>"Operation Backpack"</u>	ROOM 304
HS/MS/ADV	<u>"Sharpen the Axe"</u>	ROOM 305
MS/HS/ADV	<u>"Leadership Activities"</u>	ROOM 306
HS	<u>"Procrastination"</u>	ROOM 307
HS/ADV	<u>"High School Structure"</u>	ROOM 308
MS/HS/ADV	<u>"Being a Better You"</u>	ROOM 309
MS/HS/ADV	<u>"Secret Santas"</u>	ROOM 310