



Updates from the Cabinet

November 10, 2021

Cabinet Members: Superintendent Bisgard, Assoc. Superintendents Wear and Read, Mrs. Karla Christian (HR), Mr. JT Anderson (CFO), Mrs. Leisa Breifelder (Student Services), and Mrs. Jeri Ramos (Tech)

School Improvement Advisory Committee Update: The committee met on November 4th and reviewed the results of the Iowa Statewide Assessment of Student Progress (ISASP) and the Conditions for Learning survey that was administered to students in grades 3-12. The committee utilized a specific protocol to investigate themes in the data. [Click here to access the data collection.](#)

IOWA STATEWIDE ASSESSMENT HIGHLIGHTS:

Strengths:

- Linn-Mar outperformed the state average.
- Participation was very high even though all the students were not participating in onsite learning. The exact percentage will be public later this year, but we estimate we are above 95% of students in grades 3-11 that tested.

Weaknesses:

- Overall math scores were lower than English language arts (ELA) scores.
- Hispanic and black students are twice as likely to be non-proficient.

Opportunities:

- Use the results to identify and narrow specific student needs.
- Importance of equity work to ensure all students have equal access to learning.

Questions:

- What are the reasons for racial disparity?
- What is the history of building-specific scores for previous years?

CONDITIONS OF LEARNING SURVEY HIGHLIGHTS

Strengths:

- Students feel respected and cared for across all grades by adults.
- Linn-Mar performed higher than the State average in all areas, especially in safety.

Weaknesses:

- Data could be swayed depending on how/when administered and how students were feeling in regard to the survey.

Opportunities:

- Have an opportunity to help the portion of students that are saying they don't feel emotionally safe online or with peer-to-peer relationships. A significant number of students indicated this.

Questions:

- How does the district plan to use the data?
- What student supports will be put in place to help increase some of the lowest areas?
- Is each building able to access their own data?

Highlights & Honors

Cross Country Honors: Congratulations to our Cross Country teams for making it to State! Kudos go out to the girls team for placing 13th and to Senior Hayden Kuhn for placing 9th overall for the boys team!



Football Honors: Congratulations to Varsity Football for making it to the Class 5A playoffs and finishing the season ranked 10th with an impressive 7-3 season!

Music Honors: Congratulations to the 88 high school students that auditioned for the 2021 Iowa All-State Music Festival. Of the 88 students, 56 were chosen to participate. For a full list of the students selected, check out the Linn-Mar website at www.Linnmar.k12.ia.us.



All-State Band



All-State Choir



All-State Orchestra



Congratulations also go out to the 16 high school students that were selected to participate in the annual Northeast Iowa Bandmasters Association Honor Band Festival on December 4th. Check out the Linn-Mar website for a full list of the students: www.Linnmar.k12.ia.us.

STATE OF IOWA
ABSTRACT OF VOTES

Linn County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2021 Linn County City/School Election held on the 2nd day of November, 2021, as shown by the tally lists returned from the several election precincts.

Linn-Mar Community School District: Director at Large

Linn

| | |
|------------------------|--|
| Geralyn Jones | Received two thousand five hundred ninety-one (2591) votes |
| Kara Larson | Received three thousand two hundred seventy-nine (3279) votes |
| Cara Lausen | Received three thousand one hundred eighteen (3118) votes |
| Matt Rollinger | Received three thousand eight hundred nineteen (3819) votes |
| Melissa Walker | Received four thousand eight hundred thirty-three (4833) votes |
| Rachel Wall | Received four thousand two hundred thirteen (4213) votes |
| Candidate Total | Twenty-one thousand eight hundred fifty-three (21853) votes |
| SCATTERING | Two hundred thirty (230) votes |
| TOTAL | Twenty-two thousand eighty-three (22083) votes |

We therefore declare:

Matt Rollinger duly elected for the office of Linn-Mar Community School District: Director at Large for the term of 4 years.

Melissa Walker duly elected for the office of Linn-Mar Community School District: Director at Large for the term of 4 years.

Rachel Wall duly elected for the office of Linn-Mar Community School District: Director at Large for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Cedar Rapids the county seat of Linn County, this 9th day of November, 2021.

Chairperson



(Seal)

Members of the Board
of Supervisors and
ex-officio County
Board of Canvassers

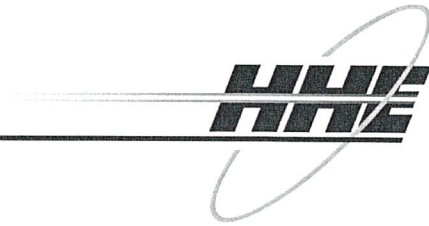


Attest:


County Auditor and Clerk of the Board of Supervisors

HALL & HALL ENGINEERS, INC.

Leaders in Land Development Since 1953



October 26, 2021

J.T. Anderson, CPA
CFO/Board Treasurer
Learning Resource Center
Linn-Mar Community School District
2999 N. 10th Street
Marion, IA 52302


Re: Oak Ridge Middle School / Lowe Park Running Track

Dear Mr. Anderson:

We have examined the site and acknowledge that the project has been successfully completed by the contractor including all punch-list items and we recommend releasing retainage as requested is Pay Application # 8. Attached are the following close out items.

1. Maintenance for Fisher Tracks
2. Track Warranty

Sincerely,


Digitally signed by Brent W. Jackman
DN: C=US, E=brent@halleng.com,
O="Hall and Hall Engineers, Inc.",
CN=Brent W. Jackman
Date: 2021.10.26 16:37:19-05'00'

Brent Jackman, P.E.

Enclosures

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 25450

To Owner: Linn-Mar Community School District
2999 N. 10th Street

Project: 53387. Oak Ridge Track @ Linn-Mar

Application No.: 8

Distribution to:

Owner

Architect

Contractor

Marion, IA 52302

Period To:

From Contractor: LL Pelling Co Inc
PO Box 230
North Liberty, IA 52317-0230

Via Architect: Hall & Hall Engineers Inc

Project Nos: Oak Ridge/Lowe Running Track

Contract For:

Contract Date: 2/17/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

| | |
|--|--------------|
| 1. Original Contract Sum | \$785,700.00 |
| 2. Net Change By Change Order | \$0.00 |
| 3. Contract Sum To Date | \$785,700.00 |
| 4. Total Completed and Stored To Date | \$785,700.00 |
| 5. Retainage: | |
| a. 0.00% of Completed Work | \$0.00 |
| b. 0.00% of Stored Material | \$0.00 |
| Total Retainage | \$0.00 |
| 6. Total Earned Less Retainage | \$785,700.00 |
| 7. Less Previous Certificates For Payments | \$746,414.98 |
| 8. Current Payment Due | \$39,285.02 |
| 9. Balance To Finish, Plus Retainage | \$0.00 |

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

CONTRACTOR: LL Pelling Co Inc

By: [Signature] Date: 8/24/21

State of: IOWA County of: JOHNSON
 Subscribed and sworn to before me this 08/24/21 day of August
 Notary Public: Kiaya Deneice
 My Commission expires: 08/04/23



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 39,285.02

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 08/27/2021

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

| CHANGE ORDER SUMMARY | Additions | Deductions |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 |
| Total Approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| Net Changes By Change Order | \$0.00 | |

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 8

Application Date : 08/24/21

To:

Architect's Project No.: Oak Ridge/Lowe Running Track

Invoice #: 25450

Contract : 53387. Oak Ridge Track @ Linn-Mar

| A Item No. | B Description of Work | C Scheduled Value | E Work Completed | | F Materials Presently Stored (Not in D or E) | G Total Completed and Stored To Date (D+E+F) | % (G / C) | H Balance To Finish (C-G) | I Retainage |
|---------------------|-------------------------------|----------------------|--------------------------------------|----------------------|--|--|----------------|------------------------------|----------------|
| | | | D From Previous Application (D+E) | This Period In Place | | | | | |
| 2 | Excavation Pipe Etc | 279,168.03 | 279,168.03 | 0.00 | 0.00 | 279,168.03 | 100.00% | 0.00 | |
| 5 | ACO Drain | 19,570.00 | 19,570.00 | 0.00 | 0.00 | 19,570.00 | 100.00% | 0.00 | |
| 6 | Erosion Control | 8,900.00 | 8,900.00 | 0.00 | 0.00 | 8,900.00 | 100.00% | 0.00 | |
| 7 | Safety Fence | 15,600.00 | 15,600.00 | 0.00 | 0.00 | 15,600.00 | 100.00% | 0.00 | |
| 8 | Radius Monuments/Bronze Cap | 2,000.00 | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 100.00% | 0.00 | |
| 9 | Fence | 59,985.00 | 59,985.00 | 0.00 | 0.00 | 59,985.00 | 100.00% | 0.00 | |
| 10 | Mobilization | 41,478.34 | 41,478.34 | 0.00 | 0.00 | 41,478.34 | 100.00% | 0.00 | |
| 13 | Sidewalk | 76,058.50 | 76,058.50 | 0.00 | 0.00 | 76,058.50 | 100.00% | 0.00 | |
| 14 | 4" Asphalt Track Paving | 101,200.00 | 101,200.00 | 0.00 | 0.00 | 101,200.00 | 100.00% | 0.00 | |
| 15 | 4" Asphalt Trail | 14,025.00 | 14,025.00 | 0.00 | 0.00 | 14,025.00 | 100.00% | 0.00 | |
| 16 | Traffic Control | 5,850.00 | 5,850.00 | 0.00 | 0.00 | 5,850.00 | 100.00% | 0.00 | |
| 17 | Resilient Surface and Stripes | 76,165.13 | 76,165.13 | 0.00 | 0.00 | 76,165.13 | 100.00% | 0.00 | |
| 18 | Electrical work and Design | 42,000.00 | 42,000.00 | 0.00 | 0.00 | 42,000.00 | 100.00% | 0.00 | |
| 30 | Cement Stabilization | 43,700.00 | 43,700.00 | 0.00 | 0.00 | 43,700.00 | 100.00% | 0.00 | |
| Grand Totals | | 785,700.00 | 785,700.00 | 0.00 | 0.00 | 785,700.00 | 100.00% | 0.00 | 0.00 |



Inspire Learning.
Unlock Potential.
Empower Achievement.

**School Board Meeting Minutes
October 25, 2021**

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Isenberg, Morey, Nelson, and Weaver. Absent Lausen (arrived at 5:15 PM) and Wall. Administration present: Bisgard, Anderson, Christian, Ramos, and Read. Absent: Breifelder and Wear.

200: Adoption of the Agenda *Motion 073-10-25*

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

300: Audience Communications

1. Matt Rollinger, LM Parent: Against critical race theory and signature requirements in Policy 204.9
2. Cody Nie, LM Parent: Request for info on format of signature requirements in Policy 204.9
3. Ethan Vasser, LM Parent: Against face mask mandate
4. Gretchen Lawyer, LM Resident: Supports district's equity work
5. Scott Foens, LM Parent: Academic freedom and HF802
6. Josh Milam, LM Resident: Supports district's equity work
7. Own Soenen, LM Student: Supports a face mask mandate for the high school

400: Informational Reports, Discussions, and Presentations

401: Superintendent's Update – Exhibit 401.1

Superintendent Bisgard reported that Shelley Woods, LM Foundation Director, has resigned her position and shared words of thanks for her 11 years of service. Bisgard also shared several changes being put into place by the Human Resources Department for recruiting and retaining employees. Information was also shared on the need to reassess the Return-to-Learn Plan and the PK-6 mask mandate if/when the COVID vaccination is available for younger students.

402: Venture Academics Update – Exhibits 402.1 and 402.2a-b

Mark Hutcheson, Director of High School Teaching & Learning and Venture Academics, Elyssa McDowell, Venture Academics Strategic Partner Coordinator, Chris Thilges, Venture Academics Teacher, shared an overview and highlights of the program. Several students also spoke of their personal experiences in the Venture program and that they enjoy the hands-on learning opportunities, the ability to express themselves, and the smaller class sizes.

403: Finance/Audit Committee

JT Anderson, Chief Financial/Operating Officer, reported that during the October 21st meeting the committee discussed the spring/summer capital improvement projects, supply issues and costs, and the upcoming review of the 800 policy series.

404: Marion City Council

No report was shared.

405: Marion Chamber of Commerce Annual Meeting

Board members reported that they enjoyed the October 22nd Marion Chamber of Commerce annual meeting and the opportunity to meet in-person with community members to learn about the City.

500: Unfinished Business

600: New Business

700: Consent Agenda Motion 074-10-25

MOTION by Lausen to approve the consent agenda as presented. Second by Buchholz. Voice vote, all ayes. Motion carried.

701: Personnel

Classified Staff: Assignment/Reassignment/Transfer

| Name | Assignment | Dept Action | Salary Placement |
|----------------------|---|--------------------|-------------------------|
| Braumann, Michelle | NS: HS General Help | 10/12/21 | PTNS, Step 3 |
| Keller, Chantel | HP: Student Support Associate | 10/25/21 | LMSEAA II, Step 1 |
| Krecioch, Mandi | O&M: District Sub Custodian | 10/18/21 | SEIU C, Step 1 |
| McCloe, Cari | NS: HS General Help | 10/18/21 | PTNS, Step 1 |
| Pottebaum, Jena | EH: Media Assistant | 10/21/21 | LMSEAA I, Step 1 |
| Priest, Ashlee | LG: Student Support Associate | 10/26/21 | LMSEAA II, Step 1 |
| Sacquitne, Kat | From HS to EH Student Support Associate | 10/14/21 | Same |
| Schmieder, Elizabeth | From IC to WE Student Support Associate | 10/21/21 | Same |
| Simonsen, Jon | O&M: District Sub Custodian | 10/13/21 | SEIU C, Step 1 |
| Stanek, Izabella | IC: Student Support Associate | 10/20/21 | LMSEAA II, Step 1 |

Classified Staff: Resignation

| Name | Assignment | Dept Action | Reason |
|--------------------|-------------------------------|--------------------|------------------|
| Bluedorn, Alissa | EH: Media Assistant | 10/8/21 | Personal |
| Bryant, Allison | EX: Student Support Associate | 10/29/21 | Other Employment |
| Fuller, Brent | O&M: Custodian | 10/11/21 | Personal |
| Hudspeth, Matthew | TR: Auto Mechanic | 10/29/21 | Personal |
| Van Auken, Jessica | HS: Student Support Associate | 10/14/21 | Personal |

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

| Name | Assignment | Dept Action | Salary Placement |
|--------------------|-------------------------------------|--------------------|-------------------------|
| Thurston, Jennifer | HS: Head JV2 Girls Basketball Coach | 11/8/21 | \$4,423 |

Co/Extra-Curricular Staff: Resignation

| Name | Assignment | Dept Action | Reason |
|---------------|-----------------------|--------------------|---------------|
| Keating, Kent | HS: Choir Accompanist | 8/2/21 | Personal |

702: Approval of October 11th Minutes – Exhibit 702.1

703: Approval of Bills – Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-8

1. Professional services agreement with Shive-Hattery Architecture & Engineering for the Bowman Woods roof improvement project
2. Professional services agreement with Shive-Hattery Architecture & Engineering for the Echo Hill and Novak roof improvement project

3. Professional services agreement with Shive-Hattery Architecture & Engineering for the Learning Resource Center roof improvement project
4. Collection services agreement with Credit Bureau Services of Iowa
5. Agreement with Wire Production Group for Supernova 2022
6. Music licensing agreement with Broadcast Music, Inc.
7. Music licensing agreement with American Society of Composers, Authors, and Publishers
8. Non-commercial licensing agreement with Wilkins Elementary PTO
9. Interagency agreements for Special Education services with BCLUW CSD (1), Cedar Rapids CSD (69), Central City CSD (2), College CSD (3), Iowa City CSD (3), Kirkwood Community College (5), Lisbon CSD (1), Marion Independent (28), Mason City CSD (1), Mediapolis CSD (1), Muscatine CSD (1), Nevada CSD (1), North Linn CSD (1), Oelwein CSD (2), Ottumwa CSD (1), Springville CSD (1), Union CSD (1), Waterloo CSD (1), and West Delaware County CSD (2). *For student confidentiality, exhibits not provided.*

705: Financial Reports – Exhibits 705.1-2

1. School Finances and Cash Balance Reports as of September 30, 2020
2. School Finances and Cash Balance Reports as of September 30, 2021

800: Board Communications, Calendar, and Committees

801: Board Communications

Nelson requested the board members begin considering what committees/advisories they would like to serve on this year; Weaver thanked the Human Resources Department for their efforts; and Buchholz thanked the Athletic Department for their presentation at the last board meeting, their dedication to district athletics, and congratulated Girls Cross Country for making it to State.

802: Board Calendar

| Date | Time | Event | Location/Comments |
|--------------------------|----------------|----------------------------------|--------------------------|
| <i>November 2</i> | <i>All Day</i> | <i>School Board Elections</i> | |
| November 4 | 4:00 PM | SIAC Committee | LRC Boardroom |
| November 4 | 5:30 PM | Marion City Council | City Hall/Virtual |
| November 8 | 6:00 PM | Facilities Advisory Committee | Hazel Point Intermediate |
| Wednesday, Nov 10 | 5:00 PM | Board Annual/Organizational Mtgs | LRC Boardroom/YouTube |
| <i>November 17-18</i> | <i>All Day</i> | <i>IASB Annual Conference</i> | <i>Des Moines</i> |
| <i>November 17</i> | <i>6:00 PM</i> | <i>UEN Annual Meeting</i> | <i>Des Moines</i> |
| November 18 | 5:30 PM | Marion City Council | City Hall/Virtual |
| November 30 | Noon | Lion Learning | LRC Boardroom |
| November 30 | 5:30 PM | Lion Learning | LRC Boardroom |
| Date | Time | Event | Location/Comments |
| December 1 | 4:15 PM | CTE Committee | LRC Boardroom |
| December 2 | 5:30 PM | Marion City Council | City Hall/Virtual |
| December 9 | 7:30 AM | Finance/Audit Committee | LRC Conf Room 203 |
| December 13 | 5:00 PM | Board Meeting | LRC Boardroom/YouTube |
| December 15 | 11:30 AM | Policy Committee | LRC Room 5 |
| December 16 | 5:30 PM | Marion City Council | City Hall/Virtual |

803: Committees and Advisories

| Committee | 2020-21 Representatives |
|--|--------------------------------|
| Finance/Audit Committee | Buchholz, Isenberg, and Morey |
| Policy/Governance Committee | Lausen, Wall, and Weaver |
| Career & Technical Education Advisory (CTE) | Buchholz, Morey, and Nelson |
| School Improvement Advisory Committee (SIAC) | Buchholz, Isenberg, and Wall |
| Facilities Advisory Committee (FAC) | Morey, Nelson, and Weaver |

900: Adjournment *Motion 075-10-25*

MOTION by Lausen to adjourn the meeting at 6:26 PM. Second by Morey. 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: 10/22/2021 - 11/04/2021

Fiscal Year: 2021-2022

| Vendor Name | Description | Check Total |
|---------------------------------|------------------------|-----------------------|
| Fund: AQUATIC CENTER | | |
| BMO MASTERCARD | GENERAL SUPPLIES | \$1,465.82 |
| USA SWIMMING/IOWA SWIMMING, INC | GENERAL SUPPLIES | \$455.00 |
| Fund Total: | | \$1,920.82 |
| Fund: DEBT SERVICE | | |
| UMB BANK, N.A. | INTEREST | \$1,314,200.00 |
| Fund Total: | | \$1,314,200.00 |
| Fund: GENERAL | | |
| ABLENET, INC | INSTRUCTIONAL SUPPLIES | \$195.00 |
| ACUTRANS | INSTRUCTIONAL SUPPLIES | \$70.20 |
| AIRGAS NORTH CENTRAL | INSTRUCTIONAL SUPPLIES | \$438.69 |
| ALL INTEGRATED SOLUTIONS | TRANSP. PARTS | \$100.84 |
| ALLIANT ENERGY | ELECTRICITY | \$71,743.56 |
| AMERICAN SPECIALTIES | GENERAL SUPPLIES | \$10.58 |
| ARNOLD MOTOR SUPPLY | MAINTENANCE SUPPLIES | \$116.85 |
| ARNOLD MOTOR SUPPLY | SHOP TOOLS/EQUIPMENT | \$33.10 |
| ARNOLD MOTOR SUPPLY | TRANSP. PARTS | \$86.08 |
| ASIFLEX | OTHER PROFESSIONAL | \$757.25 |
| ATLANTIC COCA-COLA | INSTRUCTIONAL SUPPLIES | \$830.60 |
| BMO MASTERCARD | COMP/TECH HARDWARE | \$2,937.03 |
| BMO MASTERCARD | COMPUTER SOFTWARE | \$129.98 |
| BMO MASTERCARD | DATA PROCESSING AND | \$471.50 |
| BMO MASTERCARD | DUES AND FEES | \$235.00 |
| BMO MASTERCARD | EQUIPMENT >\$5,000 | \$4,392.00 |
| BMO MASTERCARD | GARBAGE COLLECTION | \$6,336.41 |
| BMO MASTERCARD | GENERAL SUPPLIES | \$10,655.65 |
| BMO MASTERCARD | INSTRUCTIONAL SUPPLIES | \$40,212.54 |
| BMO MASTERCARD | LIBRARY BOOKS | \$2,499.60 |
| BMO MASTERCARD | OTHER PROFESSIONAL | \$572.11 |
| BMO MASTERCARD | OTHER TECH SER | \$149.90 |
| BMO MASTERCARD | PROF SERV: EDUCATION | \$149.00 |
| BMO MASTERCARD | STAFF WORKSHP/CONF | \$704.55 |
| BMO MASTERCARD | TEACHER PAY | \$100.00 |
| BMO MASTERCARD | TRAVEL | \$5,122.61 |
| BOOKHOUSE | LIBRARY BOOKS | \$2,863.69 |
| BOSSLASER | INSTRUCTIONAL SUPPLIES | \$15.00 |
| C.J. COOPER & ASSOCIATES | DRUG TESTING | \$300.00 |
| C.J. COOPER & ASSOCIATES | PHYSICALS | \$180.00 |
| CAMP COURAGEOUS | INSTRUCTIONAL SUPPLIES | \$52.50 |
| CAPITAL ONE | INSTRUCTIONAL SUPPLIES | \$746.76 |
| CAROLINA BIOLOGICAL SUPPLY | INSTRUCTIONAL SUPPLIES | \$33.72 |
| CEDAR VALLEY WORLD TRAVEL | TRANSP PRIVATE CONT | \$3,600.00 |
| CENTRAL STATES BUS SALES INC | TRANSP. PARTS | \$1,477.30 |
| CENTURYLINK | TELEPHONE | \$422.45 |
| CHEMSEARCHFE | GENERAL SUPPLIES | \$791.70 |

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 10/22/2021 - 11/04/2021

Fiscal Year: 2021-2022

| Vendor Name | Description | Check Total |
|------------------------------------|-----------------------------------|--------------|
| CIT CHARTERS, INC | TRANSP PRIVATE CONT | \$2,061.51 |
| CITY LAUNDERING COMPANY | GENERAL SUPPLIES | \$733.09 |
| COMMUNICATIONS ENGINEERING CO | GENERAL SUPPLIES | \$300.00 |
| CULLIGAN | INSTRUCTIONAL SUPPLIES | \$78.00 |
| CUMMINS CENTRAL POWER LLC | VEHICLE REPAIR | \$2,127.87 |
| DAN MALLOY, JR | INSTRUCTIONAL SUPPLIES | \$100.00 |
| DEMCO | GENERAL SUPPLIES | \$212.03 |
| E.O. JOHNSON BUSINESS TECHNOLOGIES | GENERAL SUPPLIES | \$120.89 |
| EICHINGER THERESA | STUDENT FEES | \$50.00 |
| ELECTRONIC ENGINEERING CO | RADIOS | \$541.00 |
| ELITEFTS.COM, INC | INSTRUCTIONAL SUPPLIES | \$869.51 |
| FAREWAY STORES | GENERAL SUPPLIES | \$152.55 |
| FAREWAY STORES | INSTRUCTIONAL SUPPLIES | \$73.72 |
| FOLLETT SCHOOL SOLUTIONS, INC | LIBRARY BOOKS | \$5,454.46 |
| FRIDAY MATT | OFFICIAL/JUDGE | \$60.00 |
| FUTURE LINE | MAINTENANCE SUPPLIES | \$36.92 |
| GAMETIME | EQUIPMENT REPAIR | \$641.55 |
| GASWAY CO, J P | GENERAL SUPPLIES | \$1,304.91 |
| GAZETTE COMMUNICATIONS INC | ADVERTISING | \$406.72 |
| GOPHER SPORT | INSTRUCTIONAL SUPPLIES | \$380.70 |
| GRANT WOOD AEA | INSTRUCTIONAL SUPPLIES | \$79.75 |
| GREAT MINDS PBC | INSTRUCTIONAL SUPPLIES | \$13,680.46 |
| HEARTLAND BUSINESS SYSTEMS, LLC | COMPUTER SOFTWARE | \$4,018.00 |
| HUPP ELECTRIC MOTORS | REPAIR/MAINT SERVICE | \$246.83 |
| JASCHEN JON | OFFICIAL/JUDGE | \$60.00 |
| KIRKWOOD COMM COLLEGE | TUITION-COMM COLLEGE | \$105,944.60 |
| LAKESHORE | INSTRUCTIONAL SUPPLIES | \$206.94 |
| LEARNING A-Z | INSTRUCTIONAL SUPPLIES | \$540.00 |
| LETTER PERFECT | GENERAL SUPPLIES | \$457.45 |
| LINN CO-OP OIL | DIESEL | \$13,370.10 |
| LINN CO-OP OIL | GASOLINE | \$8,584.20 |
| LINN CO-OP OIL | GREASE,OIL,LUBE,COOL | \$180.42 |
| LOVING GUIDANCE INC. | INSTRUCTIONAL SUPPLIES | \$579.00 |
| LUCK'S MUSIC LIBRARY | INSTRUCTIONAL SUPPLIES | \$306.12 |
| LYNCH FORD | TRANSP. PARTS | \$598.44 |
| LYNCH FORD | VEHICLE REPAIR | \$340.99 |
| MACKANAN, LLC | INSTRUCTIONAL SUPPLIES | \$236.44 |
| MARION CHAMBER OF COMMERCE | INSTRUCTIONAL SUPPLIES | \$37.38 |
| MARION WATER DEPT | WATER/SEWER | \$13,208.45 |
| MCBRIDE CHRYSANN | Professional Educational Services | \$5,519.10 |
| MCGRAW-HILL SCHOOL EDUCATION | TEXTBOOKS | \$3,435.47 |
| MENARDS -13127 | GENERAL SUPPLIES | \$33.89 |
| MENARDS -13127 | INSTRUCTIONAL SUPPLIES | \$122.83 |
| MID AMERICAN ENERGY | NATURAL GAS | \$3,445.49 |
| MIDAMERICAN ENERGY SERVICES, LLC | NATURAL GAS | \$2,700.81 |

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 10/22/2021 - 11/04/2021

Fiscal Year: 2021-2022

| Vendor Name | Description | Check Total |
|------------------------------------|-----------------------------------|---------------------------------|
| MIDWAY OUTDOOR EQUIPMENT INC | REPAIR/MAINT SERVICE | \$587.80 |
| MIDWEST COMPUTER PRODUCTS | INSTRUCTIONAL SUPPLIES | \$32,015.14 |
| MOUNT MERCY UNIVERSITY. | TUITION COLLEGE/UNIV | \$250.00 |
| NAAE | INSTRUCTIONAL SUPPLIES | \$2,763.99 |
| NEIBA | INSTRUCTIONAL SUPPLIES | \$220.00 |
| NIKEYA DIVERSITY CONSULTING LLC | Professional Educational Services | \$30,000.00 |
| ORKIN PEST CONTROL | Pest Control | \$375.00 |
| OVERHEAD DOOR CO | REPAIR/MAINT SERVICE | \$157.50 |
| PEIFFER RON | OFFICIAL/JUDGE | \$120.00 |
| PEPPER J.W. & SON, INC | INSTRUCTIONAL SUPPLIES | \$2,240.93 |
| PIEPER DANA | TRANSP PARENT REIMB | \$244.09 |
| QUALITY AUTO REBUILDERS | VEHICLE REPAIR | \$249.54 |
| QUINN STORAGE | GENERAL SUPPLIES | \$180.00 |
| READ SIDE BY SIDE PUBLICATIONS LLC | INSTRUCTIONAL SUPPLIES | \$3,588.70 |
| RIPLEY RICHARD | OFFICIAL/JUDGE | \$60.00 |
| RIVERSIDE COMMUNITY CARE, INC. | INSTRUCTIONAL SUPPLIES | \$900.00 |
| ROTO-ROOTER | OTHER PROFESSIONAL | \$150.00 |
| SADLER POWER TRAIN | TRANSP. PARTS | \$749.73 |
| SANDPAPER AMERICA INC. | INSTRUCTIONAL SUPPLIES | \$464.03 |
| SCHOLASTIC MAGAZINE | INSTRUCTIONAL SUPPLIES | \$193.60 |
| SCHOOL HEALTH CORP | GENERAL SUPPLIES | \$307.51 |
| SCHOOL SPECIALTY LLC | INSTRUCTIONAL SUPPLIES | \$312.71 |
| SCHULTZ STRINGS INC | INSTRUCTIONAL SUPPLIES | \$925.00 |
| SLETTELAND BRANDON | REPAIR/MAINT SERVICE | \$84.04 |
| SOUTHEASTERN PERFORMANCE APPAREL | INSTRUCTIONAL SUPPLIES | \$63.00 |
| TEACHER DIRECT | INSTRUCTIONAL SUPPLIES | \$37.24 |
| TEGELER WRECKER & CRANE | GENERAL SUPPLIES | \$375.00 |
| TERMINAL SUPPLY COMPANY | SHOP TOOLS/EQUIPMENT | \$21.63 |
| THOMPSON TRUCK & TRAILER | TRANSP. PARTS | \$122.26 |
| TRUCK COUNTRY OF IOWA | TRANSP. PARTS | \$284.72 |
| TYLER BUSINESS FORMS | GENERAL SUPPLIES | \$1,212.62 |
| VERIZON WIRELESS | INTERNET- COVID RELATED | \$3,761.88 |
| WEST MUSIC CO | EQUIPMENT REPAIR | \$7.99 |
| WEST MUSIC CO | INSTRUCTIONAL SUPPLIES | \$1,458.46 |
| YUSKA BILLY | OFFICIAL/JUDGE | \$60.00 |
| | | Fund Total: \$437,716.45 |
| Fund: MANAGEMENT LEVY | | |
| TRUENORTH COMPANIES, LC | BLDG/PROPERTY INS | \$1,346.00 |
| | | Fund Total: \$1,346.00 |
| Fund: NUTRITION SERVICES | | |
| FUTURE LINE | VEHICLE REPAIR | \$5,581.35 |
| OFFICE EXPRESS | GENERAL SUPPLIES | \$139.14 |
| RAPIDS WHOLESALE EQUIP CO | GENERAL SUPPLIES | \$236.91 |
| SCHOOL NUTRITION ASSOCIATION | DUES AND FEES | \$148.00 |
| SOUKUP NELY | UNEARNED REVENUE | \$295.10 |

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 10/22/2021 - 11/04/2021

Fiscal Year: 2021-2022

| Vendor Name | Description | Check Total |
|---|------------------------|--------------------|
| Fund Total: | | \$6,400.50 |
| Fund: PHY PLANT & EQ LEVY | | |
| CEDAR RAPIDS WINSUPPLY PLUMBING CO | BLDG. CONST SUPPLIES | \$5,309.18 |
| CULVER'S CORRIDOR STORAGE, LLC | COVID STORAGE LEASE | \$3,000.00 |
| EMPOWERED PROPERTIES, LLC | FACILITY RENTAL | \$3,500.00 |
| FUTURE LINE | VEHICLES | \$7,283.59 |
| SCHOOL SPECIALTY LLC | EQUIPMENT >\$5,000 | \$1,707.04 |
| SHIVE-HATTERY INC. | ARCHITECT | \$2,250.00 |
| TRUCK BUILDERS | EQUIPMENT >\$5,000 | \$12,861.98 |
| WILLIAM SEWELL & COMPANY | CONSTRUCTION SERV | \$5,982.00 |
| Fund Total: | | \$41,893.79 |
| Fund: PUB ED & REC LEVY | | |
| HALL & HALL ENGINEERS INC | ARCHITECT | \$301.25 |
| HANDLEY DIRT WORK PLUS LLC | CONSTRUCTION SERV | \$2,335.00 |
| L.L. PELLING CO | CONSTRUCTION SERV | \$23,077.26 |
| Fund Total: | | \$25,713.51 |
| Fund: SALES TAX REVENUE BOND CAP PROJECT | | |
| HALL & HALL ENGINEERS INC | ARCHITECT | \$3,041.59 |
| PEAK CONSTRUCTION | CONSTRUCTION SERV | \$7,066.77 |
| UNIVERSAL CLIMATE CONTROL | CONSTRUCTION SERV | \$59,119.83 |
| Fund Total: | | \$69,228.19 |
| Fund: STUDENT ACTIVITY | | |
| BANACOM SIGNS LLC | INSTRUCTIONAL SUPPLIES | \$184.00 |
| BAUMER TERRY | OFFICIAL/JUDGE | \$100.00 |
| BMO MASTERCARD | DUES AND FEES | \$2,858.18 |
| BMO MASTERCARD | INSTRUCTIONAL SUPPLIES | \$17,907.90 |
| BMO MASTERCARD | TRAVEL | \$7,875.33 |
| CAPITAL ONE | INSTRUCTIONAL SUPPLIES | \$65.62 |
| CITYWIDE CLEANERS | INSTRUCTIONAL SUPPLIES | \$425.52 |
| CONDON MICHAEL J | OFFICIAL/JUDGE | \$50.00 |
| COPYWORKS | INSTRUCTIONAL SUPPLIES | \$59.00 |
| COTTON GALLERY LTD. | INSTRUCTIONAL SUPPLIES | \$1,834.96 |
| ELITE SPORTS | INSTRUCTIONAL SUPPLIES | \$2,305.00 |
| FIRST | DUES AND FEES | \$6,000.00 |
| HANSEN PEGGY | OFFICIAL/JUDGE | \$30.00 |
| JEFFRY DOWNING | OFFICIAL/JUDGE | \$65.00 |
| KEEL JOHN W | OFFICIAL/JUDGE | \$65.00 |
| KENT POSSEHL | OFFICIAL/JUDGE | \$65.00 |
| LIPPERT JORDAN | OFFICIAL/JUDGE | \$50.00 |
| MAJOR RONALD | OFFICIAL/JUDGE | \$65.00 |
| MATTHAIDESS TROY | OFFICIAL/JUDGE | \$126.68 |
| MONTICELLO SPORTS | INSTRUCTIONAL SUPPLIES | \$156.00 |
| NATIONAL FFA ORGANIZATION | INSTRUCTIONAL SUPPLIES | \$362.00 |
| PANTINI ANDY | OFFICIAL/JUDGE | \$100.00 |

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 10/22/2021 - 11/04/2021

Fiscal Year: 2021-2022

| Vendor Name | Description | Check Total |
|-----------------------------------|------------------------|-----------------------|
| PAPA JOHNS PIZZA | INSTRUCTIONAL SUPPLIES | \$158.65 |
| PRAIRIE HIGH SCHOOL. | DUES AND FEES | \$160.00 |
| PRAIRIE MUSIC ASSOCIATION | DUES AND FEES | \$1,050.00 |
| RANUM BRIAN | OFFICIAL/JUDGE | \$100.00 |
| ROOSEVELT MIDDLE SCHOOL | INSTRUCTIONAL SUPPLIES | \$75.00 |
| SUSAN FREESE | OFFICIAL/JUDGE | \$30.00 |
| TOMLINSON GARY | OFFICIAL/JUDGE | \$100.00 |
| TRI-CITY ELECTRIC COMPANY OF IOWA | INSTRUCTIONAL SUPPLIES | \$1,457.52 |
| UMLAND DON | OFFICIAL/JUDGE | \$100.00 |
| YANECEK DREW | OFFICIAL/JUDGE | \$65.00 |
| Fund Total: | | \$44,046.36 |
| Fund: STUDENT STORE | | |
| BMO MASTERCARD | GENERAL SUPPLIES | \$3,465.22 |
| BSN SPORTS | GENERAL SUPPLIES | \$1,417.60 |
| GFSI LLC | GENERAL SUPPLIES | \$1,810.26 |
| Fund Total: | | \$6,693.08 |
| Grand Total: | | \$1,949,158.70 |

End of Report

WASHINGTON PRIME GROUP

COMMON AREA LICENSE AGREEMENT

Lindale Mall

This License Agreement made effective as of _____, by and between the parties identified in Section 1 as Licensor and Licensee upon the terms and conditions hereafter set forth.

In consideration of the payments of charges and fees provided for herein and the covenants and conditions hereinafter set forth, Licensor and Licensee hereby covenant and agree as follows:

SECTION 1: PARTIES

LICENSOR: Lindale Mall
Lindale Mall
444 1st Ave NE
Cedar Rapids, Iowa 52402
ATTN: Marketing Director

LICENSEE: Excelsior Middle School Orchestra
Excelsior Middle School Orchestra
3555 10th St
Marion Iowa 52302
ATTN: Katie Vail (319) 730-3585

SECTION 2: PERMITTED USE

Licensor hereby grants to Licensee a non-exclusive license to use that area of the Shopping Center described below (the "Space"), subject to the terms and conditions set forth in this Agreement. Licensee shall use the Space solely for the purpose of and in the manner described below.

| |
|--|
| If use of special decorations, signs, displays, or devices is requested, explain |
| <p>Space:</p> <p>Location in mall common area in front of Von Maur and Buckle</p> <p>Use:</p> <p>Orchestra to play holiday music</p> |

SECTION 3: TERM

The term of this Agreement (the "Term") shall begin on the Commencement Date and end on the Expiration Date set out below.

| Commencement Date | Expiration Date | TIME REQUESTED | | | | NAME OF PERSON WHO WOULD BE IN CHARGE |
|-------------------|-----------------|----------------|---|----------|---|---------------------------------------|
| 12/10/2021 | 12/10/2021 | From: 10:00 | <input checked="" type="checkbox"/> A.M. <input type="checkbox"/> P.M. | To: 1:00 | <input type="checkbox"/> A.M. <input checked="" type="checkbox"/> P.M. | Katie Vail |

SECTION 4: FEE AND PAYMENT

As consideration for the license granted in this Agreement, Licensee shall pay to Licensor a fee in the amount of \$0.00 in accordance with the following payment schedule, if any.

| |
|--|
| <p>Payment Terms and Schedule:</p> <p>Not Applicable</p> |
|--|

Make all checks payable to the Licensor and mail to the address set out in Section 1 above. A late fee of \$50.00 will be enforced if payments are not paid according to the terms of this Agreement. Licensee shall pay a service charge of \$25.00 on all returned checks.

SECTION 5: INDEMNIFICATION

To the fullest extent permitted by law, Licensee shall defend, indemnify and hold harmless Licensor and Licensor's property manager, their affiliates and subsidiaries and each of their officers, directors, employees, and agents, and any mortgagee and master lessor of the

Shopping Center, from and against any and all claims, losses, liabilities, damages, penalties, fines and expenses (including but not limited to attorneys' fees) directly or indirectly caused by, arising from, or otherwise relating to the use of the Space by the Licensee, its employees, agents, contractors or invitees; or the death, personal injury, bodily injury and/or property damage to any person, persons or tenants in the Shopping Center caused or alleged to be caused by the Licensee, its employees, agents, contractors, or invitees.

SECTION 6: INSURANCE

6.1 Required Coverage. Licensee agrees to carry, at its own expense, throughout the Term, insurance providing the following: (a) "All Risk" Special Perils coverage on the Licensee's personal property, improvements, fixtures, etc. located within or outside the Shopping Center, (b) Commercial General Liability insurance covering the Space and Licensee's use of the Space with a minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for Bodily Injury and Property Damage, including Loss of Use, (c) Workers' Compensation insurance as to comply with the laws and regulations of the state in which the Shopping Center is located and (d) Automobile Liability insurance in a minimum amount of \$1,000,000 each accident, covering all owned, hired or non-owned vehicles used in the furtherance of this Agreement, if applicable. Licensee's insurance policy(ies) shall be written with insurers licensed to do business in the state in which the Shopping Center is located, in a form satisfactory to Licensor and shall carry an A.M. Best rating of at least A-, VIII. With the exception of Workers Compensation, Licensee's policies shall name Licensor and any related affiliates or subsidiaries and their employees as additional insureds and shall be endorsed to provide Licensor with no less than thirty (30) days prior written notice of cancellation or non-renewal. Licensee's policies shall also be endorsed to reflect that in the event that coverage benefiting Licensor exists under Licensee's policies, coverage under the Licensee's policies shall be primary. Licensee may achieve the above limits through a combination of primary and umbrella policies.

6.2 Certificates. Licensee shall provide Licensor with a Certificate of Insurance (ACORD 25), including the Additional Insured endorsement, immediately upon request by Licensor and within thirty (30) days of the anniversary of said insurances, evidencing the above-required coverages.

6.3 Waiver of Subrogation. Notwithstanding any provision of this Agreement to the contrary, Licensee hereby releases and waives all claims against, and shall cause its insurer(s) to waive all rights of subrogation against, Licensor, its property manager, and their officers, directors, employees and agents from any and all loss, damages or liability covered under any policy of insurance maintained or required to be maintained pursuant to this Agreement, including deductibles or retentions, notwithstanding that such loss, damages or liability may have arisen from the negligence of the Licensor, or anyone for whom Licensor may be responsible.

SECTION 7: Liability. Licensee waives any and all liability against Licensor for any damages to the personal property of Licensee sustained by reason of any condition of the Space or the Shopping Center, or due to any act of any employee or agent of the Licensor, or its managers and tenants. If a breach by Licensor occurs, Licensee shall look solely to the value of the consideration paid by Licensee to Licensor for the satisfaction of Licensee's remedies.

SECTION 8: Permits. Licensee must obtain any licenses, authorizations, or permits required by any governmental agency or authority for the type of activity to be carried on, at or for the use of the Space.

SECTION 9: Signage. All signage and/or other display materials used in the Space must be of professional quality and approved by Licensor prior to the Commencement Date. Hand-written signage is not permitted. Licensor reserves the right to remove, alter or relocate signage or display materials at Licensor's sole discretion and without consequence from Licensee.

SECTION 10: Maintenance of Licensed Display Areas. Licensee shall maintain, at its sole cost and expense, the Space in good condition and make all necessary replacements and repairs to the Space except for structural repairs.

SECTION 11: Hazardous Material. Licensee shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Space.

SECTION 12: Removal. Licensee shall at the expiration or earlier termination of this Agreement remove any signage, display materials and any other goods and effects, repair any damage caused by such removal, and peaceably yield up the Space in clean and good order, repair and condition. Any trash must be removed by Licensee and deposited in compactors located in exterior Shopping Center service courts. Such materials may not be left on Shopping Center concourse or in trash receptacles on the Shopping Center concourse. Personal property of Licensee not removed by the end of the Expiration Date or earlier revocation of this Agreement may be sold or destroyed by Licensor, at Licensor's option, without liability to Licensee therefor.

SECTION 13: Damage. Licensee shall be liable for all damages to the Space and, upon demand, shall reimburse Licensor for the cost of the repair of the Space or any other damage elsewhere within the Shopping Center caused by or arising from the installation or removal of the property from the Space.

SECTION 14: Marks and Names. Licensee hereby acknowledges that the Shopping Center name (the "Name") is a name and mark which has been (a) registered with both the state where the Shopping Center is located and the U.S. Patent and Trademark Office and (b) licensed to the Licensor for its use generally in connection with the operation of the Shopping Center. Accordingly, Licensee shall use no symbol, design, name, mark or insignia adopted by or identifying the Shopping Center, including without limitation the

Name, without the prior written approval of the Licensor. Should Licensor grant such consent, Licensee shall not assign or transfer in any way such rights to any third party without the written consent of Licensor.

SECTION 15: Vehicles. Vehicles are permitted within the Shopping Center areas for display purposes only. No vehicles are permitted inside Shopping Center areas without the express prior written consent of Licensor. Fuel tanks of display vehicles are to be filled to no more than the amount permitted by local code requirements, or ¼ of the tank, whichever is less. Batteries must be disconnected; absorbent pads in protective pans must be placed beneath oil pans and protective mats must be placed under tires and tongues. Licensee must provide all mats, pads and pans. Use of spray waxes is strictly prohibited.

SECTION 16: Notices. Any notice required or permitted to be given by this Agreement shall be delivered in writing by: (i) registered or certified mail, return receipt requested, first class, postage prepaid; (ii) nationally recognized overnight courier; or (iii) email addressed: (a) if to Licensor, attention: General Counsel at the address set forth in the preamble of this Agreement, or to such other address as Licensor shall designate by giving notice thereof to Licensee, or (2) if to Licensee, at the address set forth in the preamble of this Agreement, or such other address as Licensee shall designate by giving notice thereof to Licensor. Any such notice shall, in the case of registered or certified mailing, be deemed to have been given on the date mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, and in the case of delivery by nationally recognized overnight courier service, shall be deemed to have been given upon the date of delivery to an authorized agent of such courier service, except in each case for notice of change of address which shall only be effective upon receipt..

SECTION 17: Assignment and Subletting. Licensee shall not sell, assign, license, mortgage, pledge or transfer this Agreement or any interest therein, nor sublet all or any part of the Space without Licensor’s prior written approval, which may be withheld at Licensor’s sole and absolute discretion.

SECTION 18: Rules and Regulations; Compliance with Laws. Licensee’s operation under this Agreement shall conform to and comply with, all applicable laws, codes, ordinances, regulations, insurance requirements and Licensor's rules and regulations.

SECTION 19: Terms of Agreement. This Agreement contains all of the covenants, promises, agreements, conditions, and understandings between Licensor and Licensee. There are no other oral or written agreements, between the parties other than those set forth in this Agreement.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be duly executed by their authorized representatives.

LICENSEE

Excelsior Middle School Orchestra

Signature: _____

Print Name: _____

Title: _____

Date: _____

Tax ID or SSN (required): _____

[PAGE INTENTIONALLY LEFT BLANK. LICENSEOR SIGNATURE BLOCK ON SEPARATE PAGE ATTACHED]

LICENSOR:

[INSERT COMPANY SIGNATURE BLOCK]

By: _____

Name: _____

Title: _____

**REPLACE THIS PAGE
WITH APPROPRIATE SIGNATURE BLOCK.**

ONCE SIGNED, SCAN AND ATTACH TO AGREEMENT.

FARM LEASE

THIS LEASE ("Lease") is made between Linn-Mar Community School District ("Landlord"), whose address for the purpose of this Lease is 2999 N. 10th Street, Marion, Iowa, 52302 and Bryce Airy whose address for the purpose of this Lease is 4074 C Avenue Ext, Alburnett, IA 52202.

THE PARTIES AGREE AS FOLLOWS:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate situated in Linn County, Iowa (the "Real Estate"):

**SW SW Section 14; That part of E ½ NE NE Section 22 East of the Road;
and NW NW Section 23, all in 84-7, Linn County, Iowa, except the Public Highway,**

and containing 77.94 tillable acres, more or less, with possession by Tenant for a term of two (2) years to commence on March 1, 2022, and ending on February 28, 2024. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT.** Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"), total annual cash rent of \$19,641 (\$252 per acre), payable in full, unless otherwise agreed, no later than December 30, 2022.

For the 2023 term, the overall average per acre amount listed in the most current Iowa State University Extension and Outreach Cash Rental Survey for Linn County will be used to calculate the annual cash rent due. Cash rent for the 2023 term, payable in full, will be due no later than December 30, 2023.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's prior written consent. Payments from participation in these programs shall belong to Tenant. Crop disaster payments shall belong to Tenant.

3. **LANDLORD'S LIEN AND SECURITY INTEREST.** As security for all sums due or which will become due from Tenant to Landlord, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the above described premises whether such contract rights be payable in cash or in kind, including the proceeds from such rights, and any and all other personal property kept or used on the real estate that is not exempt from execution. Tenant shall also sign any additional forms required to validate the security interest in government program payments.

Tenant shall not sell such crops unless Landlord agrees otherwise. Tenant shall notify Landlord of Tenant's intention to sell crop at least three (3) business days prior to sale of the crop (with business days being described as Monday through Friday, except any Iowa or federal holidays). Tenant shall pay the full rent for the crop year in which the crop is produced, whether due or not, at the time of sale pursuant to Landlord's consent to release Landlord's security interests. Upon payment in full Landlord shall release Landlord's lien on the crop produced in that crop year on the premises. The parties agree that by the Landlord releasing the lien as to the crop in one year, the Landlord in no way releases the lien or agrees to

release the lien in any prior or subsequent year.

Tenant shall sign and deliver to Landlord a list of potential buyers of the crops upon which Landlord has been granted a security interest in this lease. Unless Landlord otherwise consents, Tenant will not sell these crops to a buyer who is not on the potential list of buyers unless Tenant pays the full rent due for the crop year to the Landlord at or prior to the date of sale. Landlord may give notice to the potential buyers of the existence of this security interest.

Landlord is further granted the power, coupled with an interest, to sign on behalf of Tenant as attorney-in-fact and to file one or more financing statements under the Iowa Uniform Commercial Code naming Tenant as Debtor and Landlord as Secured Party and describing the collateral herein specified. Tenant consents to the financing statement being filed immediately after execution of this Lease.

4. INPUT COSTS AND EXPENSES. Tenant shall prepare the Real Estate and plant such crops in a timely fashion. Tenant shall only be entitled to pasture or till those portions of the Real Estate designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant. All necessary materials, in the amounts required by good husbandry, shall be acquired and paid for by Tenant.

5. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Real Estate in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Real Estate and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the leased premises. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Real Estate.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Real Estate, unless directed otherwise by Landlord, all of the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the real estate, and upon request, during or after the lease term, shall disclose to Landlord, all yield base information required for participation in government programs.

6. DELIVERY OF GRAIN. Not applicable.

7. LANDLORD'S STORAGE SPACE. Not applicable.

8. ENVIRONMENTAL. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed

the manufacturer's recommendation for the soil types involved. Farm chemicals shall not be stored on the premises for more than one year. Farm chemicals for use on other properties shall not be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or ground water contamination does not occur, and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste shall not be disposed of on the premises. Dead livestock shall not be buried on the premises. If disposal of solid waste or burial of dead animals is permitted as stated in the previous two sentences, the disposal or burial shall be in compliance with all applicable environmental laws. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

9. TERMINATION OF LEASE. This Lease shall automatically renew upon expiration from year-to-year, upon the same terms and conditions unless either party gives due and timely written notice to the other of an election not to renew this Lease. If renewed, the tenancy shall terminate on March 1 of the year following, provided that the tenancy shall not continue because of an absence of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by law.

10. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to the Landlord. If Tenant fails to do so Tenant agrees to pay Landlord \$ 100 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

11. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate or authorize someone else to enter upon the Real Estate to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Real Estate at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

12. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any

notice to or demand upon Tenant.

13. **REPAIRS.** Tenant, at Tenant's own expense, shall maintain the fences on the leased premises in good and proper repair. Tenant shall haul the materials to the repair site without charge to Landlord.

14. **NEW IMPROVEMENTS.** No improvements whatsoever shall be made to the Real Estate without the Landlord's prior written consent. All buildings, fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional rent and shall inure to the Real Estate, becoming the property of Landlord unless the Landlord has agreed in writing prior to the erection that the Tenant may remove the improvement at the end of the lease.

15. **WELL, WINDMILL, WATER AND SEPTIC SYSTEMS.** Tenant shall maintain all well, windmill, water and septic systems on the Real Estate in good repair at Tenant's expense. Landlord does not guarantee continuous or adequate supplies of water for the premises.

16. **EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD.** No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

17. **NO AGENCY.** Tenant is not an agent of the Landlord.

18. **TELEVISION AND RADIO.** Tenant may install and remove, without causing material injury to the premises, Tenant's television reception antennas, microwave dishes, and radio reception and transmission antennas.

19. **ACCOUNTING.** Not applicable.

20. **ATTORNEY FEES AND COURT COSTS.** If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees and expenses.

21. **CHANGE IN LEASE TERMS.** The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

22. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

23. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 9, which shall be governed by the Code of Iowa.

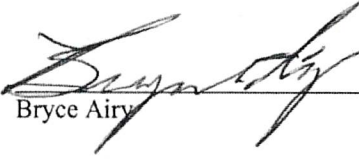
24. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Real Estate or any portion thereof without prior written authorization of Landlord.

25. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or

blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

DATED: October 25, 2021.

TENANT


Bryce Airy

LANDLORD

Linn-Mar Community School District

By: _____

Title: Board President

By: _____

Title: Board Secretary

FARM LEASE AMENDMENT

THIS AMENDED LEASE ("Lease") is made between Linn-Mar Community School District ("Landlord"), whose address for the purpose of this Lease is 2999 N. 10th Street, Marion, Iowa, 52302 and Jon Rathje ("Tenant"), whose address for the purpose of this 345 Durango Drive, Marion, IA 52302.

WITNESSETH THAT:

WHEREAS, the original farm lease between the Archdiocese of Dubuque and Jon Rathe, signed April 22, 2020, and automatically transferred to Linn-Mar Community School District on June 19, 2020 per provision 22 of said agreement; WHEREAS, the original contract was amended on December 2, 2020; and

WHEREAS, the Linn-Mar Board of Education and John Rathje now desire to amend the Agreement in particular respects;

NOW, THEREFORE, in consideration of the premises, the Agreement is amended effective December 1, 2021 as follows:

2. RENT. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"), total annual cash rent of \$18,088 (\$238 per acre), for the year 2020, payable in full, unless otherwise agreed, no later than December 30, 2020.

Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"), total annual cash rent of \$18,240 (\$240 per acre), for the year 2021, payable in full, unless otherwise agreed, no later than December 30, 2021.

Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"), total annual cash rent of \$19,152 (\$252 per acre), for the year 2022, payable in full, unless otherwise agreed, no later than December 30, 2022.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's prior written consent. Payments from participation in these programs shall belong to Tenant. Crop disaster payments shall belong to Tenant.

Except as provided in this Amendment, the original lease terms shall remain in full force and effect.

DATED: 10/25, 2021.

TENANT



Jon Rathje

LANDLORD

Linn-Mar Community School District

By: _____

Title: _____

By: _____

Title: _____