



**Proclamation for Teacher Appreciation Week  
(May 2-6, 2022)**

**Whereas**, Linn-Mar teachers play a critical role in educating and shaping the minds and lives of students; and

**Whereas**, Linn-Mar teachers are patient, hard-working, dedicated, and educated professionals; and

**Whereas**, Linn-Mar teachers strive every day to *Inspire Learning, Unlock Potential, and Empower Achievement*;

**Therefore**, I, Brittania Morey, serving as President of the Linn-Mar Board of Education, proclaim May 2-6, 2022, as Teacher Appreciation Week. I urge everyone to celebrate this week by taking the time to recognize and acknowledge the lifelong impact Linn-Mar teachers have on the lives of students.



## Proclamation for School Board Recognition Month May 2022

**Whereas,** the Linn-Mar Community School District Board of Directors derives its legal status from the Constitution of the State of Iowa and the statutes enacted by the General Assembly and, therefore, serves as an agent of the State in developing educational programs in accordance with the constitution and laws of Iowa; and

**Whereas,** the members of the Linn-Mar Community School District Board of Directors are volunteer, citizen leaders who play a crucial role in ensuring students receive the best education possible as they set district policy, provide general direction for the district, lead by example, and work together to *Inspire Learning, Unlock Potential, and Empower Achievement* for the entire district; and

**Whereas,** the Iowa Association of School Boards has designated May 2022 as School Board Recognition Month to celebrate the contributions of all board members to Iowa public education;

**Therefore,** as a way of showing our appreciation, I ask that you please join me in a round of applause for the dedication, guidance, and service the Linn-Mar Community School District Board of Directors provides to the students, the staff, the community, and the district.





## Facilities and Sites

### **Policy Title: Educational Specifications for Facilities Code 901.5**

Facilities and sites considered for purchase or construction by the board or currently owned by the school district and used for the education program must meet, or upon improvement be able to meet, the specifications set by the board.

Prior to remodeling or other construction of buildings and sites the superintendent may appoint a committee of consultants, employees, citizens, or others to assist the board in developing the specifications for the new or improved buildings and sites. These specifications will be consistent with the education program, and they will provide the architect with the information necessary to determine what is expected from the facility.

The education specifications will include but not be limited to the financial resources available for the project, the definition and character of the facility, the functional use to be made of the facility, a description of specialized needs, and other pertinent information as the board deems necessary.

**It is the responsibility of the superintendent [or designee] to make a recommendation to the board regarding the specifications of buildings and sites.**

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Adopted: 6/70

Reviewed: 1/14; 2/19

Revised: 11/12; 5/15

Related Policy (Code#): 801

Legal Reference (Code of Iowa): §§ 8A; 280.3, .14; 26; 297; 544A

IASB Reference: 801.3



## Administrative Regulations Regarding Structure and Site Modifications

**Code 901.8-R**

The Board of Education recognizes that the education of students depends on many factors including a physical environment that is safe, secure, clean, attractive, and functions efficiently. To that end, a facility and grounds master plan exists to maximize the available resources for the benefit of student learning. Modifications include changes or additions to facilities and grounds or structures that are not part of the master plan and shall follow a review process, whether proposed by employees or external individuals or groups.

Requests for modifications for all district property will at all times, except in cases of emergency, follow the administrative procedures. ~~If an internal modification project proposal exceeds \$25,000, competitive bids will be sought.~~ Based on the estimated cost of the proposed modification, either a competitive quote or competitive bid will be required for all projects.

A proposal for a modification or structure shall include the following:

1. External individuals or groups must first meet with the superintendent [or designee] to determine whether the proposed project meets the mission and strategic goals of the district. If a determination is made that the external proposal complies with the mission and strategic goals of the district, the individual or group may complete the Structure and Site Modifications Application (Refer to policy 901.8-E).
2. Submission of the Structure and Site Modification Application for the requested modification project should be submitted prior to January 1st. The project description shall include:
  - a. Explanation of project fit within the district's mission and strategic goals;
  - b. Benefits to students, including number of students and whether during school or outside the school day/year;
  - c. Need for the project;
  - d. Project budget inclusive of materials and labor;
  - e. Project funding source;
  - f. Description of district's technical, O&M, school, etc., support required for successful completion of the project;
  - g. Project labor, for example an external contractor, volunteers, students;
  - h. Project timeline including start and completion date;
  - i. Long-term maintenance or administrative requirements, costs, and responsible persons;
  - j. Unique components of the project, if any.
3. Review of the completed application will be conducted by the district's Construction Committee and the superintendent's Cabinet.
4. Applicant will be notified within 60 days of receipt of the application, or in February if received prior to the last day of school in December.
5. The Board of Education will receive report summaries of approved projects and will formally approve all donations per Policies 802.7 and 1005.5.
6. District equipment and facilities are not available for use by project workers because of liability issues.

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Adopted: 1/14

Reviewed: 5/15; 2/19

Related Policy (Code#): 802.7; 901.8; 901.8-E; 1005.51



## Facilities and Sites

### Policy Title: Energy Conservation Code 902.3

The district believes that every effort should be made to conserve energy and natural resources. The board believes in this commitment to be beneficial to our students and taxpayers in prudent financial management and the saving of energy. The fulfillment of this policy is the joint responsibility of the Board of Directors, administrators, teachers, students, and support personnel. Cooperation shall be demonstrated on all levels for the success of this policy.

~~The district will establish an energy conservation program and will maintain accurate records of energy consumption and cost of energy on a monthly basis. An energy analysis will be conducted and reported annually for each facility as defined by the program. Recommendations will be made for updating the energy program. Energy conservation guidelines and procedures will be reviewed by the Board of Directors. Information will be furnished to the board and community on the goals and progress of the district's energy conservation efforts.~~

As part of any new construction project or renovation, or upon the purchase or upgrade of energy consuming equipment, the projected energy consumption of the project or equipment and potential costs and benefits derived from additional energy efficiency will be considered and implemented, if financially feasible.

It is the responsibility of the superintendent [or designee] to develop energy conservation guidelines for employees and students. Employees and students will abide by these guidelines.

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Adopted: 7/05  
Reviewed: 11/12; 1/14; 2/19  
Revised: 5/15  
Related Policy (Code#): 700  
Legal Reference (Code of Iowa): §§ 279.44, 473.19-20  
IASB Reference: 802.7



## Facilities and Sites

### **Policy Title: Emergency Repairs Code 902.7**

When emergency repairs, **in excess of the state limit**, are necessary to ensure the safety of students and staff and to prevent the closing of any school, the provisions of the law with reference to advertising for bids shall not apply.

It is the responsibility of the superintendent [or designee] to obtain certification from the area education agency administrator stating such repairs that are in excess of the state limit were necessary to prevent the closing of school.

It is the responsibility of the superintendent and chief financial/operating officer to notify the board as soon as possible considering the circumstances of the emergency.

When an emergency arises in the maintenance and operation of any school district property directly affecting the learning environment and/or safety and welfare of personnel and students, the following action shall supersede the official maintenance schedule:

1. The superintendent [and designee] shall be notified.
2. Taking necessary safety precautions, any staff member will do everything in their power to correct the emergency as need dictates.
3. If unable to correct and/or control the emergency, staff members will report emergency situations to local emergency agencies and/or maintenance staff, immediately.

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Adopted: 6/09

Reviewed: 5/15; 2/19

Revised: 11/12; 1/14

Related Policy (Code#): 901.9

Legal Reference (Code of Iowa): §§ 26.3; 280.3, .14; 297.8

IASB Reference: 802.3



## Board of Directors – Meetings of the Board

### Policy Title: Public Participation in Board Meetings Code 204.9

The board encourages public attendance and participation in its public meetings. The board has a significant interest in maintaining the decorum of its meetings and it is expected that members of the public and the board will address each other with civility

In assuring the public is heard and board meetings are conducted efficiently and in an organized manner, the board has established a specific agenda item, *Audience Communications*, for the purpose of providing the public an opportunity to express their points of view on items related to school business. Audience communications will be taken under consideration and a response, if appropriate, may be issued at another time. Board members will not respond to or act on audience communications during the public meeting. Audience communications are limited to regular board meetings and will not be routinely offered during special meetings.

#### **Audience Communications**

Audience communications are subject to the following regulations:

1. Time Limit: Speakers will limit their comments to three minutes, unless the time limit is waived by the board president, or a majority of board members present. When there are a large number of speakers to be heard, the board may shorten the allotted time.
2. Addressing the Board: The speaker will sign in upon arrival including their name, ~~address~~ **relationship to the district (ex: parent, resident, etc.)**, and topic of communication. The board president will then use the sign-in sheet to call each speaker to the podium in order of sign in. The speaker is asked to stand at the podium, state their name, and identify their relationship to the district. Only individuals recognized by the presiding officer will be allowed to speak and any comments by others are deemed out of order. All comments should be shared in a respectful manner. ~~and should not contain names or other identifying information about students, teachers, administrators, or other personnel because of the confidential nature of certain situations.~~ **The district will not be responsible for any defamatory or potentially defamatory statements which may be made.** Individuals who have a complaint about employees may bring their complaint to the board only after they have followed *Policy 1003.3 Complaints about School Personnel*.
3. Receipt of Speaker Comments: Comments will be received by the board and, if appropriate or for clarification purposes, the board president or superintendent may seek additional information from the speaker. The board, at its discretion, may choose to place the speaker's topic on a future agenda or delegate any action to the appropriate administrator.
4. Conduct and Remarks Deemed Out of Order: Undue interruption or other interference with the orderly conduct of board business will not be allowed. Defamatory or abusive remarks are always deemed out of order. The board president or presiding

officer may terminate the speaker's comments if, after being called to order, they persist with improper conduct or remarks. If deemed disruptive, the individual(s) causing the disruption will be asked to leave the meeting.

5. **Special Procedures:** The board reserves the right to establish special procedures to deal with extraordinary issues or circumstances. If the decision is made not to include audience communications during a particular meeting, it will be noted on the board agenda which is posted at least 24 hours before the scheduled board meeting.

### **Petitions to Place a Topic on the Agenda**

Per Iowa House File 868, Section 31, 279.8B entitled, Petition-School Board Meeting Agenda: *Upon receipt of a petition by eligible electors of a school district equal in number to at least 10 percent or the persons who voted in the last preceding election of school officials [per section 277.1] or 500 eligible electors, whichever is less, the board of directors of the school district shall place the proposal specified in the petition on the agenda of the next regular meeting of the school board or on the agenda of a school board meeting held within 30 days of receipt of the valid petition filed in accordance with this subsection.*

During the public hearing, the board will provide a sign-up sheet for all individuals who wish to speak. The sign-up sheet will require each individual to list their legal name and mailing address. Each speaker will be limited to an amount of time established by the board that is reasonable and necessary based on the number of speakers who have signed up. The same time limit will apply to all speakers on the proposal and each individual will be limited to one opportunity to speak. The board maintains absolute discretion on whether or not to discuss or act on the public comments made on the proposal. If a petition is related to curriculum, the district maintains discretion to determine whether to stop teaching the curriculum until the board holds the public hearing to discuss the petition.

For additional information on the development of school board agendas, refer to LMCSB Policy 204.7 - Board Meeting Agenda.

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Adopted: 3/72  
Reviewed: 10/11; 9/16; 10/19  
Revised: 4/13; 8/14; 10/14; 9/21; 1/22; 2/22  
Related Policy (Code#): 204.1; 204.4; 204.7; 1003.3  
Legal Reference (Code of Iowa): §§ 21; 22; 279.8  
IASB Reference: 213





**Policy Title: Threats of Violence  
Code 106.1**

The Linn-Mar Community School District is committed to the prevention of violence against any individual and/or property in the schools, on school property, or at school activities; whether such acts and/or threats of violence are made by students, staff, volunteers, visitors, or others. Threats of violence against any individual and/or school property will not be tolerated whether or not such threats occur on school grounds, during the school day, or at school activities.

Any person and/or group that commits an act or threatens an act of violence, including bomb threats; whether made orally, in writing, by email, or by any other electronic format will be subject to appropriate discipline in accordance with applicable laws, district policies and regulations, and collective bargaining agreements; as may be necessary.

While acknowledging an individual's constitutional rights, including applicable due process rights, the district refuses to condone acts and/or threats of violence which threaten the safety and well-being of any individual and/or the school environment and property. Students, staff, volunteers, visitors, or others will refrain from engaging in threats or physical actions which create a safety hazard to others.

All students, staff, volunteers, visitors, or others who are made aware of physical acts and/or threats of violence are to report such incidents to the building principal [or designee] who will report such occurrences to the superintendent. Additionally, the building principal [or designee] will report occurrences of violence, whether involving an actual confrontation or threat of potential violence, to the Executive Director of Student Services, if applicable. Local law enforcement agencies may be notified upon the determination of the building principal [or designee], as deemed necessary.

Students are to report all acts and/or threats of violence, including threats of suicide, to a staff member, school counselor, or building principal.

The district reserves the right to seek restitution, in accordance with applicable laws, from the student, parent/guardian, staff, volunteer, visitor, or others for any costs or damages incurred by the district as a result of the threat or act of violence.

This policy will be enforced in accordance with applicable laws and regulations, district policies/regulations, and collective bargaining agreements; as may be necessary. Additionally, this policy will be disseminated to students, parents/guardians, staff, and volunteers, as appropriate, and will be available to the general public upon request.

Appropriate sanctions for violations of this policy by students will be addressed in [Policy 502.1- Student Conduct](#); for staff in [Policy 403.21-Employee Relations, Appearance, and Conduct](#); and for the general public in [Policy 1005.3-Public Conduct on School Premises](#).



**Policy Title: Transgender and Students Nonconforming  
to Gender Role Stereotypes  
Code 504.13**

The Iowa Civil Rights Act ([Iowa Code Section 216.9](#)) and Title IX protect transgender students from sex and/or gender discrimination and clearly delineates that protection from unfair practices and discriminatory acts in education, including gender identity.

The Linn-Mar Community School District is committed to serving the educational needs of the community and underscores its commitment by supporting all students in a safe learning environment. This policy relates to students who are transgender and students who do not conform to gender role stereotypes. In order to maintain a safe learning environment for all students, we must first ensure equal access to all components of the educational system.

While the administrative procedures established in Policy 504.13-R (Administrative Regulations Regarding Transgender and Students Nonconforming to Gender Role Stereotypes) provide important direction to employees, students, families, and other persons; they do not anticipate every situation that might occur with respect to students who are transgender or gender nonconforming. When an issue or concern arises that is not adequately addressed by these administrative procedures, district administration will consider and assess the needs and concerns of each student on an individual bases in consultation with parents, when appropriate.

This policy and Policy 504.13-R apply to all school activities, school-provided transportation, and school-sponsored events regardless of where they occur.

It is the responsibility of the superintendent [or designee] to develop regulations regarding this policy.

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Adopted:

Related Policy (Code#): 103.1; 104.1; 104.3; 504.13-R

Legal Reference (Code of Iowa): 216.9



**Policy Title: Administrative Regulations Regarding Transgender  
and Students Nonconforming to Gender Role Stereotypes  
Code: 504.13-R**

**Transgender Procedures and Safeguards**

The *Iowa Civil Rights Act* ([Iowa Code Section 216.9](#)) and Title IX protect transgender students from sex and/or gender discrimination and clearly delineate that protection from unfair practices and discriminatory acts in education, including gender identity.

These administrative regulations set forth the district's protocols that will be utilized to expeditiously address the needs of transgender students, gender-expansive students, nonbinary, gender nonconforming students, and students questioning their gender to ensure a safe, affirming, and healthy school environment where every student can learn effectively.

These administrative regulations apply to all school activities, school-provided transportation, and school-sponsored events regardless of where they occur.

**Establishment of Gender Supports**

Communication with the student and/or parent/guardian is key. Schools should make a case-by-case determination about appropriate arrangements for transgender students regarding names/pronouns, restroom and locker facilities, overnight accommodations on school trips, and participation in activities. These arrangements should be based on the student's or family's wishes, be minimally burdensome, and be appropriate under the circumstances.

Any student in seventh grade or older will have priority of their support plan over their parent/guardian. All supports can be documented in a Gender Support Plan.

Any student, regardless of how they identify, may request to meet with a school administrator and/or school counselor to receive support from the school and implement a Gender Support Plan. When a student and/or parent/guardian contacts school staff about support at school, the school will hold a meeting with the student within 10 school days of being notified about the request for support. The student should agree with who is a part of the meeting, including whether their parent/guardian will participate.

The Gender Support Plan will be maintained in the student's temporary records, not the student's permanent records. The Linn-Mar Community School District is committed to supporting all transgender students, gender nonconforming students, and students who are questioning their gender. A Gender Support Plan is not required for a student to receive supports at school. In instances where there is not a Gender Support Plan, school administrators and/or school counselors shall work with the student to identify and coordinate support. Support available through a Gender Support Plan, or otherwise, can include steps appropriate to also support siblings and family members of transgender students, gender nonconforming students, and students who are questioning their gender. Supports being provided for transgender, gender nonconforming students, and students who are questioning their gender will be reviewed on an annual basis or sooner, as necessary.

**Confidentiality**

All persons, including students, have a right to privacy which includes the right to keep one's transgender status private at school. Information about a student's transgender status, legal name, or gender assigned at birth may also constitute ~~confidential medical information~~ personally identifiable information contained in a student's education records under the Family Educational Rights and Privacy Act. Disclosing this information ~~is~~

~~other students, their parent/guardian, or other third parties may violate privacy laws such as the federal Family Educational Rights and Privacy Act (FERPA)~~ other than as allowed by law is not permitted. Conversations between students and school counselors are protected, confidential conversations under applicable counselor/student laws. The district shall ensure that all ~~medical~~ information relating to ~~transgender and gender nonconforming students~~ student gender identity contained in student education records will be kept confidential in accordance with applicable state, local, and federal privacy laws. The district shall not disclose information that may reveal a student's transgender status to others including but not limited to ~~parents/guardians and other~~ other students, parents, and school staff unless legally required to do so (such as national standardized testing, drivers permits, transcripts, etc.), or unless the student has authorized such disclosure.

Transgender and gender nonconforming students have the right to discuss and express their gender identity and expression openly and to decide when, with whom, and how much to share private information. The fact that a student chooses to disclose their transgender status to school staff or other students does not authorize them to share other medical information about the student. School staff should always check with the student first before contacting their parent/guardian. School staff should ask the student what name and pronouns they would like school officials to use in communications with their family. All students under 18 years of age, or those over 18 years of age who are claimed as dependents by their parents/guardians for tax purposes, should be aware that a parent/guardian has the right to review their student's ~~official~~ education records under FERPA.

### **Names and Pronouns**

Every student has the right to be addressed by a name and pronoun that corresponds to their gender identity. A court-ordered name or gender change is not required, and the student need not change official school records.

At the beginning of each semester, teachers may ask all students how they want to be addressed in class and in communications with their parent/guardian. Within 10 school days of receiving a request from a student, regardless of age, or a parent/guardian (with the student's consent), the district shall change a student's name and/or gender marker in student technology logins, email systems, student identification cards, non-legal documents such as diplomas and awards, yearbooks, and at events such as graduation. A student may make this request via their Gender Support Plan, if the student has requested one.

In situations wherein the district is required by law to use or to report a student's legal name and/or gender marker, such as for purposes of standardized testing, the building secretaries will keep a record of the student's legal names and this document will be kept in a locked file for their access only. When a student transitions from one school to another, the recording form will be shared from building secretary-to-building secretary. A student's Gender Support Plan will be shared either administrator-to-administrator or school counselor-to-school counselor; depending on the student's preference.

An intentional and/or persistent refusal by staff or students to respect a student's gender identity is a violation of school board policies [103.1 Anti-Bullying and Anti-Harassment](#), [104.1 Equal Educational Opportunity](#), and [104.3 Prohibition of Discrimination and/or Harassment based on Sex Per Title IX](#).

### **Restrooms and Locker Rooms**

With respect to restrooms, locker rooms, and/or changing facilities; students shall have access to facilities that correspond to their gender identity. Buildings may maintain separate restrooms, locker rooms, or changing facilities for male and female students provided they allow students to access them based on their gender identity. No student shall be required to use an all-gender or secure-access restroom, a nurse's restroom, a privacy partition/curtain, and/or an all-gender locker room because they are transgender, gender nonconforming, or questioning their gender. Access to restrooms and locker rooms for nonbinary students and students questioning their gender will be determined on a case-by-case basis while providing students with options that allow for them to feel safest and most included.

Regardless of gender identity, any student who is uncomfortable using a shared facility regardless of the reason shall, upon the student's and/or a parent/guardian request, be provided with a safe and non-stigmatizing alternative. This may include, for example, addition of a privacy partition/curtain, provision to use a nearby private restroom/office, or a separate changing schedule.

### **Dress Code**

Within the constraints of the district's student dress code policy ([502.9 Student Appearance](#)), students may dress in accordance with their gender identity. School staff shall not enforce a dress code more strictly against transgender and gender nonconforming students than they do with other students.

### **Physical Education and Athletics**

All students shall be permitted to participate in physical education classes, intramural sports, clubs, and school events in a manner consistent with their gender identity. Students may enroll in physical education classes that correspond with their gender identity, correspond with their sex assigned at birth, or that are not gender-specific. As a member of the Iowa High School Athletic Association (IHSAA) and the Iowa Girls High School Athletic Union (IGHSAU), the district follows their policies and recommendations for transgender athletic participation.

### **Overnight Trips**

No student shall be denied the right to participate in an overnight fieldtrip because the student is transgender, gender nonconforming, or questioning their gender. Students shall be allowed to room with other students who share their gender identity or where they feel safest and most included. Accommodations on overnight trips for nonbinary students and students questioning their gender will be determined on a case-by-case basis with an emphasis on providing students with options that allow for them to feel safest and most included. No student should be forced to room by themselves because they are transgender, gender nonconforming, or questioning their gender.

Building administration shall work with the student to determine the accommodations that will be provided based on the particular circumstances of the trip and shall notify the student of such accommodations in advance. With the student's agreement, building administration may engage the staff member supervising the trip. Overnight accommodations shall be arranged and provided in a manner that respects the student's desired level of confidentiality. Building administration and/or staff shall not notify parents of other students regarding a trans or gender nonconforming student's housing accommodations.

Staff members should always work with a student, regardless of gender identity, to address concerns regarding inclusion or safety and develop a plan for participation that addresses the student's concerns.

### **Records**

The district and/or building shall maintain a mandatory, permanent student record that includes a student's legal name and legal gender. However, to the extent that the district and/or building is not legally required to use a student's legal name and gender on other school records or documents, the district and/or building shall use the name and gender preferred by the student. The district and/or building will change a student's official record to reflect a change in legal name or gender upon receipt of documentation that such change has been made pursuant to a court order or through amendment of state or federally-issued identification (School IDs, for example, are not legal documents and should use the student's preferred name). In situations where school staff or administration are required by law to use or report a transgender student's legal name or gender, such as for purposes of standardized testing, building secretaries will keep a record of the student's legal names and this document will be kept in a locked file for their access only. When a student transitions from one school to another, the recording form will be shared from building secretary-to-building secretary. A student's Gender Support Plan will be shared either administrator-to-administrator or school counselor-to-school counselor; depending on the student's preference.

All written records related to student meetings concerning their gender identity and/or gender transition with any staff member will be kept in a temporary file that shall be maintained by the school counselor. The file will only be accessible to staff members that the student has authorized in advance to do so.

### **Discrimination and Harassment**

No student shall be denied equal access to education on the basis of their gender identity or gender expression. Allegations involving violations of these administrative regulations shall be reported in a manner consistent with all applicable board policies. Policies prohibiting harassment and discrimination on the basis of sex also include harassment based on gender identity and expression.

### **Media and Community Communications**

When communicating to the media or community about issues related to gender identity, the district and/or building shall have a single spokesperson to address the issue. Rather than directly commenting on the issue, all other school staff shall direct parents and/or the media to the designated spokesperson. Protecting the privacy of transgender and gender nonconforming students must be a top priority for the spokesperson, as well as for all staff, and all medical information shall be kept strictly confidential. Violating confidentiality of this information is a violation of district procedures and may be a violation of local, state, or federal privacy laws.

### **Definitions**

The following definitions are provided not for the purpose of labeling students, but rather to assist in understanding this policy and the legal obligations of school staff. Students may or may not use these terms to describe themselves.

Affirming: Acknowledging and supporting the identity of an individual.

Ally: A person who is not LGBTQ+ but shows support for LGBTQ+ people and promotes equality.

Cisgender/Cis: Used to describe one whose gender identity corresponds solely with their sex assigned at birth.

Gender Diversity: Refers to the wide range of gender identities, gender roles, and/or gender expressions that exist.

Gender Expression: The manner in which a person represents or expresses gender to others; often through behavior, clothing, hairstyles, activities, voice, or mannerisms.

Gender Identity: A person's deeply-held sense or psychological knowledge of their own gender. One's gender identity can be the same or different than the gender assigned at birth. Most people have a gender identity that matches their assigned gender at birth. For some, however, their gender identity is different from their assigned gender. All people have a gender identity, not just transgender people. Gender identity is an innate, largely inflexible characteristic of each individual's personality that is generally established by age four, although the age at which individuals come to understand and express their gender identity may vary based on each person's social and familial social development.

Gender Nonconforming: A term for people whose gender expression differs from stereotypical expectations, such as feminine boys, masculine girls, and those who are perceived as androgynous. This includes people who identify outside traditional gender categories or identify as both genders. Other terms that can have similar meanings include gender diverse or gender expansive.

Gender Support Plan: A document that may be used to create a shared understanding about the ways in which a student's gender identity will be accounted for and supported at school.

Intersex: A general term used for the many ways in which a person can be born with chromosomes, reproductive anatomy, and/or genitalia that do not fit the typical binary expectations of female or male.

LGBTQ+: A commonly used acronym referring to the lesbian, gay, bisexual, transgender, and queer community. The plus sign acknowledges that there are additional identities within the community. Other iterations include LGBTQQIA (Includes questioning, intersex, and asexual/aromantic).

Misgendering: When a person intentionally or accidentally uses the incorrect name or pronouns to refer to a person. Repeated or intentional misgendering is a form of bullying and harassment.

Non-Binary Gender: Reflects gender identities that do not fit within the binary of male and female. Individuals may identify as both genders, neither, and/or some mixture thereof. Some terms under this umbrella include, but are not limited to, genderqueer, gender fluid, agender, bigender, etc. Some non-binary people may use they/them/theirs or other neutral pronouns

Outing: When someone discloses information about another person's sexual orientation or gender identity without that person's knowledge and/or consent. Outing by school staff without the student's consent can violate the student's privacy rights.

Pronouns: Words used to refer to someone without using their name. Common pronouns include, but are not limited to, they/them, she/her, and he/him.

Sex Assigned at Birth: Typically, the assignment of male or female at birth by a medical professional based on visible body parts. This binary assignment does not reflect the natural diversity of bodies or experiences.

Sexual Orientation: The term for someone's romantic, emotional, physical, and/or sexual attraction to the same or different gender. Sexual orientation is distinct from gender identity.

Transgender/Trans: Individuals with a gender identity different than the sex they are assigned at birth. Transgender can be used as an umbrella term that encompasses diversity of gender identities and expressions. Being transgender is not dependent on appearance, body parts, or medical procedures.

Transition: The process whereby people may change their gender expression, bodies, and/or identity documents to match their gender identity. Transition can be social, medical, and/or legal and is different for every individual. In children, adolescents, and adults it is increasingly common for gender transition to be an ongoing process.

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Adopted:

Related Policy (Code#): 103.1, 103.1-R; 103.1-E1-E3; 104.1, 104.1-R, 104.1-E1-E5; 104.3; 503.14

Legal Reference (Code of Iowa): 216.9 and Title IX

## *Updates from the Cabinet*

### *April 25, 2022*

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

## Highlights & Honors

**District Communications Honor:** Congratulations to Kevin Fry, Communications/Media Coordinator, and Caitlin Wiedenheft, Social Media/Communications Assistant, for receiving the following Awards of Excellence from the Iowa School Public Relations Association:

- Communications Plan: Linn-Mar Strategic Communications Plan
- Email Newsletter: [Linn-Mar February Newsletters](#)
- Long Video: [A Day in Kindergarten](#)
- Photography: [Make Way-Linn-Mar Students Are Making Waves](#)



**Letter of Intent Honors:** Congratulations to the following student athletes for signing Letters of Intent on April 20th:

- Gabe Chapa: Western Illinois (Soccer)
- Lily Haars: University of Iowa (Rowing)
- Ryan Hallady: Simpson College (Baseball)
- Brock Hanna: Wartburg College (Tennis)
- Ella Grove: University of Iowa (Rowing)
- Hayden Kuhn: University of Iowa (Cross Country & Track)
- Dominick Olhava: University of Northern Iowa (United States Army ROTC)
- Henry Read: Southeastern Community College (Baseball)
- Mac Watts: Wartburg College (Football)
- Manning Weiss: Augsburg University (Baseball)
- Jaxson Young: Grandview University (Basketball)



**US Presidential Scholars Honor:** Congratulations to LM Senior Ayush Kalia for being chosen as one of the eight semifinalists from Iowa for the prestigious 2022 US Presidential Scholars Program.



## **Administrator Honors:**

Congratulations to the following administrators on their new positions for the 2022-23 academic year!



### **Sara Hovden**

Current Role: Hazel Point Intermediate Associate Principal

New Role: Novak Elementary Building Principal



### **Theresa Kirkman**

Current Role: West Burlington Elementary Building Principal

New Role: Westfield Elementary Building Principal



### **Tammi Turner**

Current Role: Westfield Elementary Associate Principal

New Role: Hazel Point Intermediate Associate Principal



### **Tonya Moe**

Previous Role: Associate Athletic Director

Current Role: Athletic Director (*Assumed new role in March*)



### **Jay Lehman**

Current Role: Oak Ridge Middle School PE Teacher/Activities Director

New Role: Associate Athletic Director

**ITEMS TO INCLUDE ON AGENDA**

**LINN-MAR COMMUNITY SCHOOL DISTRICT**

Athletic Facility Infrastructure Project

- Hearing on the Proposed Use of SAVE Revenue for an Athletic Facility Infrastructure Project
- Resolution Supporting the Proposed Use of SAVE Revenue for an Athletic Facility Infrastructure Project

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL  
DISTRICT.**

April 25, 2022

The Board of Directors of the Linn-Mar Community School District, State of Iowa, met in \_\_\_\_\_ session, in the Board Room, Learning Resource Center, 2999 North 10th Street, Marion, Iowa, at 5:00 P.M., on the above date. There were present President \_\_\_\_\_, in the chair, and the following named Board Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

The President announced that this is the time, place, and date to hold a hearing on the Proposed Use of SAVE Revenue for an Athletic Facility Infrastructure Project. The following persons appeared:

(List the persons who appeared or attach the minutes of the hearing)

The President declared the hearing closed.

Director \_\_\_\_\_ introduced the following Resolution and moved its adoption. Director \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

The President declared the Resolution adopted as follows:

RESOLUTION SUPPORTING THE PROPOSED USE OF SAVE  
REVENUE FOR AN ATHLETIC FACILITY  
INFRASTRUCTURE PROJECT

WHEREAS, the School District receives revenue from the State of Iowa Secure an Advanced Vision for Education Fund ("SAVE Revenue") pursuant to Iowa Code § 423F.2; and

WHEREAS, pursuant to Iowa Code chapter 423F and an election duly held in accordance therewith on November 5, 2019, the Board of Directors is currently entitled to spend SAVE Revenue for school infrastructure purposes, including the construction of an athletic facility infrastructure project; and

WHEREAS, the Board of Directors has considered potential uses of the District's SAVE Revenue including use for secure entries for the District's attendance centers and has determined that it is necessary and advisable for the District to use SAVE Revenue for the following athletic facility infrastructure project that is not physically attached to a student attendance center: to construct new tennis courts at a new location; and

WHEREAS, the Board of Directors has complied with the provisions of Iowa Code § 423F.3(6A) by adopting a resolution setting forth the proposal for the athletic facility infrastructure project, and holding a public hearing on the proposed construction of the athletic facility:

NOW, THEREFORE, it is resolved:

1. The Board of Directors hereby supports the proposed use of SAVE Revenue for the following athletic facility infrastructure project: to construct new tennis courts at a new location. The estimated cost of the construction of this athletic facility infrastructure project is \$2,000,000.

2. Eligible electors of the school district have the right to file with the Board Secretary a petition pursuant to Iowa Code § 423F.4(2)(b), on or before close of business on May 9, 2022, for an election on the proposed use of SAVE Revenue. The petition must be signed by eligible electors equal in number to not less than one hundred or thirty percent of those voting at the last preceding election of school officials under Iowa Code § 277.1, whichever is greater.

3. In the event a petition containing the required number of valid signatures is filed with the Secretary of the Board on or before close of business on May 9, 2022, the President shall call a meeting of the Board to consider rescinding this Resolution supporting the proposed use of SAVE Revenue or directing that the question of the proposed use of SAVE Revenue be submitted to the qualified electors of the School District.

If the Board determines to submit the question to the electors, the proposition to be submitted shall be as follows:

Shall the Board of Directors of the Linn-Mar Community School District in the County of Linn, State of Iowa, be authorized to use revenue from the State of Iowa Secure an Advanced Vision for Education Fund for the purpose to construct new tennis courts at a new location, with the estimated cost of construction being \$2,000,000?

PASSED AND APPROVED this 25th day of April, 2022.

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President of the Board of Directors

ATTEST:

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Secretary of the Board of Directors





## CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: Excelsior Middle School Intercom Replacement

CONTRACTOR: Tri-City Electric

TO (OWNER):

Linn-Mar Community School District  
2999 N 10<sup>th</sup> Street  
Marion, Iowa 52302

CONTRACT FOR:	\$54,063
CHANGE ORDER TOTAL:	\$860.00
CONTRACT TOTAL	\$54,923

CONTRACT DATE: April 9, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Intercom system replacement at Excelsior Middle School

The work performed under this contract has been reviewed and found to be substantially complete except as stated below.

No Exceptions

The date of substantial completion shall be the date that the Linn-Mar Community School Board of Education accepts the project by formal Board action.

Contractor

Name

4-18-22

Date

Project Supervisor

Name

4-18-22

Date

Formal board action taken on \_\_\_\_\_ accepted the project.

Board of Education President \_\_\_\_\_ Date \_\_\_\_\_

Board of Education Secretary \_\_\_\_\_ Date \_\_\_\_\_



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Davenport, IA 52806  
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INVOICE

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

Invoice # : 268776

Date :04/20/22

Application # : 5

Customer Reference :202202322

Contract : 48A155240 Linn Mar Excelcier Paging Upgrade

Contract Item	Contract Amount	% Complete	Total To Date
PO#202202322			
<i>Retainage Billing</i>			
1 Linn Mar Excelcier Paging Upgrade	54,063.00	100.00%	54,063.00
901 CO 1 - Rauland Telecenter U Intercom System Gateway	860.00	100.00%	860.00
	<u>54,923.00</u>		<u>54,923.00</u>

*ok to pay  
31 days after  
Board approval  
Chris [Signature]*

Total To Date :	54,923.00
Plus Sales Tax :	0.00
Less Retainage :	0.00
Less Previous Applications :	52,176.85
<b>Total Due This Invoice :</b>	<b>2,746.15</b>

For TCE Internal Use Only:  
Bill Month: 04/22  
Bill # 453





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

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## **These are the values adopted by the Linn-Mar Community School District Board of Education**

- **VISION** – The ability to think beyond today and build focus around the future of the district and the well being of the students, staff, and community.
- **PURPOSE** – Decision-making that pursues meaningful outcomes that *Inspire Learning, Unlock Potential, and Empower Achievement.*
- **RESPECT** – Commitment to the school board’s Code of Ethics in all aspects of board work, whether at the board table or as members of the community.
- **TRANSPARENCY** – Respect and commitment to the sharing of diverse opinions and openness to new ideas.
- **EQUITY** – Respect and value the diversity of all stakeholders, creating an environment that is inclusive and equitable for all.

**WE ARE  LINN-MAR®**



Inspire Learning.  
Unlock Potential.  
Empower Achievement.

## School Board Regular Meeting Minutes April 11, 2022

### **100: Call to Order and Determination of a Quorum**

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

### **200: Adoption of the Agenda *Motion 174-04-11***

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

### **300: Special Recognition**

Sheryl Bass, College/Career Transition Counselor, and Paul Iverson, Labor Educator and Coordinator of the Quality Pre-Apprenticeship Program for the University of Iowa Labor Center, introduced the program and shared a special recognition of the five graduates: Daniela Castro, Zachary Huber, Blake Pettit, Andrew Oakley, and Jacob Yearous. Joe Kuchera also shared details of utilizing the interns in his business and the students' success.

### **400: Public Hearing** – *Refer to Exhibits 601.1, 701.1, 702.1, and 703.1-2*

A public hearing was held on the FY2023 certified budget and the proposed issuance and sale of SAVE refunding bonds. No comments were received.

### **500: Audience Communications**

1. Jon Krueger, LM Parent, against proposed policy 504.13
2. Molly & Casey Mulherin, LM Parents, participation cost issues regarding youth sports
3. Amanda Pierce Snyder, LM Parent, against proposed policy 504.13
4. Andrea Schoenbeck, LM Parent, reinstate hosting of foreign exchange students
5. Gretchen Lawyer, Marion Alliance for Racial Equity, supports proposed policy 504.13
6. Ralph Kendrick, LM Parent, clean up day around the district
7. Mindy Walderbach, LM Parent, against proposed policy 504.13
8. Chelsea Newton, LM Parent, against proposed policy 504.13
9. Geralyn Jones, LM Parent, against proposed policy 504.13

### **600: Informational Reports, Discussions, and Presentations**

#### **601: FY2023 Certified Budget** – Exhibits 601.1 and 701.1

JT Anderson, Chief Financial/Operations Officer, reviewed the fiscal year 2023 certified budget including information on the FY23 tax rates, enrollment trends, the various funds (general, management, PPEL, PERL, and debt service), the property tax levy, and next steps.

#### **602: Board Visits to High School and Indian Creek Elementary**

Board members reported that they enjoyed seeing the students engaged and excited about learning during their recent visits to the high school and Indian Creek. High school highlights included seeing how the expanded learning spaces were being utilized and students being happy to be back to school

in-person. Indian Creek highlights included the excitement and enthusiasm of the students and staff, the impressive math program, and the completed library renovation.

#### 603: Marion City Council

Board Members Buchholz and Morey reported that during the March 17<sup>th</sup> and April 7<sup>th</sup> Marion City Council meetings the Alburnett Road/Echo Hill Road roundabout construction project was approved to begin in June and that a renovation of Taube Park will include a walking path from the park to the Wilkins Elementary playground.

#### 604: Legislative Report

Board Members Morey and Walker, along with Superintendent Bisgard, reported that during the current legislative session the House passed HF2577 regarding school transparency and HF2575 regarding education appropriations. The Senate also passed the Governor's omnibus bill (SF2369) regarding vouchers.

#### 605: Facilities Planning Update – Exhibit 605.1

Board Members Morey, Nelson, and Weaver, along with Superintendent Bisgard, reported that the Facilities Subcommittee has broken the facilities plan into two phases, that will not result in any changes to the budgeted plan. Various committees will be organized to assist with different parts of the project and to gather feedback.

#### 606: Superintendent's Update – Exhibit 606.1

Superintendent Bisgard congratulated the Linn-Mar School Foundation for a successful MANE Event, recognized the many student achievements/honors included in the Cabinet Update, and thanked JT Anderson, Chief Financial/Operations Officer, for his service to the district and wished him well.

### **700: Unfinished Business**

#### 701: Approval of FY2023 Certified Budget – Exhibit 701.1 ***Motion 175-04-11***

**MOTION** by Wall to approve the fiscal year 2023 certified budget as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

#### 702: Resolution for Issuance of SAVE Refunding Bonds – Exhibit 702.1 ***Motion 176-04-11***

**MOTION** by Buchholz to approve the resolution supporting the proposed issuance of approximately \$18,000,000.00 school infrastructure sales, services, and use tax revenue refunding bonds. Second by Nelson. Anderson clarified that motions 702 and 703 are for the same item, but that the amounts differ because the initial amount was an estimation required to start the process. Roll call vote, all ayes. Motion carried.

#### 703: Resolution for Sale of SAVE Refunding Bonds – Exhibits 703.1-2 ***Motion 177-04-11***

**MOTION** by Wall to approve the resolution fixing the date of sale of approximately \$15,900,000.00 school infrastructure sales, services, and use tax revenue refunding bonds, series 2022, for May 9, 2022, at 10:00 AM in room 203 of the Learning Resource Center; approving the electronic bidding procedures; and approving the official statement. Second by Nelson. Bisgard shared that the sale of these bonds will save the district approximately one million dollars. Roll call vote, all ayes. Motion carried.

704: Acceptance of Completion & Final Payment – Exhibit 704.1 **Motion 178-04-11**

**MOTION** by Buchholz to approve the acceptance of completion and issue final payment of \$42,665.67; to Tricon General Construction for the Wilkins Elementary classroom project. Second by Walker. Voice vote, all ayes. Motion carried.

705: Acceptance of Completion & Final Payment – Exhibit 705.1 **Motion 179-04-11**

**MOTION** by Walker to approve the acceptance of completion and issue final payment of \$8,246.00; to Universal Climate Control for the Indian Creek Elementary HVAC project. Second by Weaver. Voice vote, all ayes. Motion carried.

**800: New Business**

801: Early Graduation Requests – Exhibit 801.1 **Motion 180-04-11**

**MOTION** by Weaver to approve the early graduation requests as presented. Second by Walker. The board congratulated the graduates. Voice vote, all ayes. Motion carried.

Shyla Ketcham	Zach Redmond	Hunter Trunnell	Brooke Wittman
Mariah Petsche	Lexi Slaymaker	Hailey Roberta Wade	

802: Linn-Mar Service Association Agreement **Motion 181-04-11**

**MOTION** by Buchholz to approve a 3.1% total package increase for the Linn-Mar Service Association (formerly known as the SEIU) for the next three years. Second by Wall. Anderson clarified the groups included are custodians, O&M staff, and full-time Nutrition Services staff. Anderson also clarified that the language in the agreement will not change for three years, but the monetary amount will be negotiated annually. Voice vote, all ayes. Motion carried.

803: School Budget Review Committee (SBRC) Resolution – Exhibit 803.1 **Motion 182-04-11**

**MOTION** by Wall to approve the School Budget Review Committee resolution requesting a modified supplemental amount of \$650,206.00; for qualifying retention payments to those employees not included in Governor Reynold's Teacher Retention Bonus Plan and the associated exhibits for the request. Second by Nelson. Bisgard clarified that this was previously discussed at the March 7<sup>th</sup> board meeting and since then additional guidance was shared that offered assistance in making it more financially sound for districts to offer without putting them into a financial deficit. Voice vote, all ayes. Motion carried.

804: Retention Payments – Refer to Exhibit 803.1 **Motion 183-04-11**

**MOTION** by Wall to approve \$1,000.00 retention payments to qualifying employees (approximately 683) that were not included in Governor Reynold's Teacher Retention Bonus Plan, contingent on approval from the School Budget Review Committee on May 3, 2022. Upon SBRC approval, retention payments expected to be made on or by June 20, 2022; with a total estimated cost of \$735,249.50 broken down as follows: \$650,206.00 from unexpended, unobligated General Funds, \$83,967.00 from the Nutrition Fund, and \$1,076.50 from the Aquatics Fund. Second by Weaver. Voice vote, all ayes. Motion carried.

805: Fundraisers – Exhibit 805.1 **Motion 184-04-11**

**MOTION** by Buchholz to approve the fundraisers as presented in Exhibit 805.1. Second by Nelson. Voice vote, all ayes. Motion carried.

**806: First Reading of Policy Recommendations – Exhibit 806.1 Motion 185-04-11**

**MOTION** by Buchholz to approve the first reading of the policy recommendations as presented with the removal of 106.1, 504.13, and 504.13-R for separate consideration. Second by Weaver. Wall requested that 106.1 be removed from the motion.

**AMENDED MOTION** by Buchholz to approve the first reading of the policy recommendations as presented with the removal of 504.13 and 504.13-R for separate consideration. Second by Weaver. Voice vote, all ayes. Motion carried. **Motion 186-04-11**

**MOTION** by Buchholz to table proposed policies 504.13 and 504.13-R. No second offered. Motion failed. **Motion 187-04-11**

**MOTION** by Walker to approve the first reading of policies 504.13 and 504.13-R. Second by Wall. Bisgard clarified that these two policies are not required as they are actually laws that the district has been following. Breitfelder clarified the laws come from Title IX, federal law, and Iowa Code. Morey clarified that all policy recommendations are considered twice before final approval by the board. Voice vote taken. Ayes: Morey, Nelson, Walker, Wall, and Weaver. Nays: Buchholz and Rollinger. Motion carried. **Motion 188-04-11**

The 900 policy series (Facilities & Sites) was reviewed, and recommendations were received for the following policies to ensure district policy/procedure were in alignment as well as per updated language received from the Iowa Association of School Boards:

- 901.5 – Educational Specifications for Facilities
- 901.8-R – Administrative Regulations Regarding Structure and Site Modifications
- 902.3 – Energy Conservation
- 902.7 – Emergency Repairs

Updated language was also received from IASB for the following policy:

- 204.9 – Public Participation in Board Meetings

The following new policies are also being recommended:

- 106.1 – Threats of Violence
- 504.13 – Transgender and Students Nonconforming to Gender Role Stereotypes
- 504.13-R – Admin Regulations Regarding Policy 504.13

**807: Open Enrollment Requests Motion 189-04-11**

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

***Approved IN for 2022-23 School Year***

Name	Grade	Resident District	Reason
Aarhus, Porter	K	College Community	On time
Andrews, Quinn	9 <sup>th</sup>	Cedar Rapids	On time
Arnold, Arlo	K	Alburnett	On time
Ballard, Ellie	7 <sup>th</sup>	Marion Independent	Good cause
Barger, Eva	K	Marion Independent	On time
Bircher, Ericka	12 <sup>th</sup>	Cedar Rapids	On time
Bircher, Gavin	9 <sup>th</sup>	Cedar Rapids	On time
Bries, Hayden	K	Marion Independent	On time
Canterbury, Watson	K	Marion Independent	On time
Carson, Hunter	K	Central City	On time
Chandna, Kesha	K	Cedar Rapids	On time
Chetan, Avni	K	Cedar Rapids	On time
Conway, William	K	Cedar Rapids	On time

Name	Grade	Resident District	Reason
Daws, Luna	K	Marion Independent	On time
Daws, Mila	2 <sup>nd</sup>	Marion Independent	On time
Diaz, Riley	K	Marion Independent	On time
Douglas, River	K	Marion Independent	On time
Fagan, Jackson	9 <sup>th</sup>	Cedar Rapids	On time
Ferin, Stella	K	Marion Independent	On time
Franks, Chevelle	K	Cedar Rapids	Good cause
Fredericksen, Ethan	10 <sup>th</sup>	Cedar Rapids	On time
Glover, Blakely	K	Marion Independent	On time
Goodin, William	5 <sup>th</sup>	Cedar Rapids	On time
Gordon, Athena	1 <sup>st</sup>	Cedar Rapids	On time
Green, Hayes	K	Marion Independent	On time
Hall, Logan	9 <sup>th</sup>	Cedar Rapids	On time
Hannah, Caydence	6 <sup>th</sup>	Cedar Rapids	On time
Hanson Keller, Meekyjai	K	Marion Independent	On time
Harper, Lilly	7 <sup>th</sup>	Cedar Rapids	Good cause
Hassan, Azlaan	1 <sup>st</sup>	Cedar Rapids	On time
Henning, Caleb	K	Cedar Rapids	On time
Hernandez Lathrop, Juliana	1 <sup>st</sup>	Cedar Rapids	On time
Holub, Kaylle	8 <sup>th</sup>	Cedar Rapids	On time
Hopper, Benjamin	K	Cedar Rapids	On time
Howe, Airianna	7 <sup>th</sup>	College Community	On time
Hoyt, Henry	K	Cedar Rapids	On time
Jewell, Estella	K	Cedar Rapids	On time
LaRue, Charlotte	6 <sup>th</sup>	Cedar Rapids	On time
Macho, Parker	9 <sup>th</sup>	Cedar Rapids	On time
McClellan, Benjamin	8 <sup>th</sup>	Mt Vernon	On time
McGrane, Carter	1 <sup>st</sup>	Cedar Rapids	On time
McKee, Olin	K	Cedar Rapids	On time
Mendoza-Farley, Luna	K	Cedar Rapids	On time
Murphy, Braxton	3 <sup>rd</sup>	Cedar Rapids	On time
Murphy, Finley	K	Cedar Rapids	On time
Olson, Calladen	K	Marion Independent	On time
Ortman, Brooklynn	K	Midland	On time
Pasker, Ava	9 <sup>th</sup>	Cedar Rapids	On time
Patel, Teertha	K	Cedar Rapids	On time
Patten, Jasper	K	Cedar Rapids	On time
Ramirez, Elias	10 <sup>th</sup>	Cedar Rapids	On time
Richmann, Elyse	K	Cedar Rapids	On time
Saktidasan, Meenakshi	4 <sup>th</sup>	Cedar Rapids	On time
Saul, Brandon	6 <sup>th</sup>	Cedar Rapids	Good cause
Seamster, Molly	K	Marion Independent	On time
Simmers, Kaylee	1 <sup>st</sup>	Cedar Rapids	On time
Sivertsen-Stewart, Georgia	K	Marion Independent	On time
Swearinger, Brayden	9 <sup>th</sup>	Cedar Rapids	On time
Swearinger, Emerson	9 <sup>th</sup>	Cedar Rapids	On time
Szumita, Madison	11 <sup>th</sup>	Marion Independent	On time
Timmons, Isabelle	K	Cedar Rapids	On time
Tripathi, Aanya	9 <sup>th</sup>	Cedar Rapids	On time
Valiya, Aditya	K	Cedar Rapids	On time
Veldhuizen, Parker	K	Cedar Rapids	On timer
Vick, Owen	11 <sup>th</sup>	Cedar Rapids	On time
Wagner, Scarlett	8 <sup>th</sup>	Cedar Rapids	On time
Wilford, Kynleigh	K	Cedar Rapids	On time
Williams, Olivia	K	Cedar Rapids	On time
Willson, Patricia	9 <sup>th</sup>	Cedar Rapids	On time

Name	Grade	Resident District	Reason
Willson, Michael	6 <sup>th</sup>	Cedar Rapids	On time
Yerkes Emmalynn	K	Cedar Rapids	On time
Young, Trinity	9 <sup>th</sup>	Cedar Rapids	On time
Zepeda, James	K	Cedar Rapids	On time
Ziegler, Emery	3 <sup>rd</sup>	Cedar Rapids	On time

***DENIED IN for 2022-23 School Year***

Name	Grade	Resident District	Reason
Hayes, Harrison	2 <sup>nd</sup>	Cedar Rapids	Insufficient space
Porter, Kennedy	2 <sup>nd</sup>	Marion Independent	Insufficient space
Porter, Kinnick	3 <sup>rd</sup>	Marion Independent	Insufficient space

***DENIED OUT for 2022-23 School Year***

Name	Grade	Requested District	Reason
Farber, Tyler	9 <sup>th</sup>	Marion Independent	Late, no good cause

**900: Consent Agenda Motion 190-04-11**

**MOTION** by Wall to approve the consent agenda as presented. Second by Nelson. Rollinger raised a question regarding contract dates/signatures. Bisgard and Anderson clarified that the timing of the board meetings sometimes results in contracts being approved after their initial start date and that procedures will be reviewed. Voice vote, all ayes. Motion carried.

**901: Personnel**

***Certified Staff: Assignment/Reassignment/Transfer***

Name	Assignment	Dept Action	Salary Placement
Allensworth, Danielle	District Nurse	4/19/22	Nurses, Step 10
Hackett, Gordon	OR: 8 <sup>th</sup> Gr Science Teacher	8/10/22	MA, Step 15
Hovden, Sara	From HP Associate Principal to Novak Principal	7/1/22	\$98,000/year
Hennings, Kelly	District Nurse	4/19/22	Nurses, Step 12
Kirkman, Theresa	WF: Principal	7/1/22	\$110,000/year
Lindsay, Camille	From .5 WF SSS/.5 ELL Teacher to .5 ELL Teacher	8/10/22	Same
Nuehring, Michelle	District: Autism Consultant	8/10/22	\$85,000/year
Orr, Kyli	BP: 6 <sup>th</sup> Gr Teacher	8/10/22	BA, Step 1
Russell, Sarah	BP: 6 <sup>th</sup> Gr Teacher (Returning from GWAEA Induction Coach Assignment)	8/15/22	Same
Taylor, Karla	HS: Compass Science Teacher	8/10/22	MA, Step 17

***Certified Staff: Resignation***

Name	Assignment	Dept Action	Reason
Allen, Andy	EH: TAG Teacher	5/27/22	Other employment
Atwater, Sue	HS: Compass Science Teacher	5/27/22	Retirement
Krotz, Tammy	BW: Student Support Services Teacher	5/27/22	Relocation
Larson, Carrie	EH: 2 <sup>nd</sup> Gr Teacher	5/27/22	Relocation
Martin, Camilla	District Nurse	4/15/22	Other employment
McAndrew, Brian	EX: 8 <sup>th</sup> Gr Math Teacher	5/27/22	Retirement
Morey, Tara	WF: Kindergarten Teacher	5/27/22	Personal
Rochford, Olivia	BP: 6 <sup>th</sup> Gr Teacher	5/27/22	Personal
Stecklein, Ben	HS: ATLAS Teacher	5/27/22	Relocation
Whetstone, Michael	HS: Teacher on Leave of Absence	5/27/22	Relocation

**Classified Staff: Assignment/Reassignment/Transfer**

Name	Assignment	Dept Action	Salary Placement
Ampey, Anthony	NS: HS General Help	3/7/22	SEIU A, Step 1
Archer, Kay	EH: Student Support Associate	3/21/22	LMSEAA II, Step 1
Behnke, Russell	TR: From Sub to Regular Sub Bus Driver	3/29/22	Step 1
Fell, Amy	IC: Media Assistant	3/9/22	LMSEAA I, Step 1
Lathrop, Sarah	NS: HS General Help	3/7/22	Step 1
McCloe, Cari	NS: From HS General Help to Lead Cook	3/21/22	SEIU A +.25, Step 1
Miracle, Stacey	LG: From Stud Support Assoc to Counselor Secretary	4/4/22	LMSEAA IV, Step 1
Pandian, Anitha	BW: Student Support Associate	3/29/22	LMSEAA II, Step 1
Taylor, Joseph	TR: Skilled Maintenance (Part-Time)	3/4/22	SEIU E, Step 1
Vancura, Heidi	LG: Student Support Associate	4/6/22	LMSEAA II, Step 1
Zagade, Anjali	BP: Student Support Associate	3/29/22	LMSEAA II, Step 1

**Classified Staff: Resignation**

Name	Assignment	Dept Action	Reason
Anderson, JT	LRC: Chief Financial/Operating Officer	4/22/22	Other employment
Berger, Amelia	AC: Aquatic Instructor	3/22/22	Personal
Brown, Samantha	BP: Student Support Associate	3/25/22	Personal
Coonrod, Cheyenne	LG: Student Support Associate	4/4/22	Personal
Cox, Shane	EX: Custodian	3/11/22	Other employment
Govindaraj, Suganya	HP: Student Support Associate	3/11/22	Personal
Krogh, Karen	OR: Health Assistant	4/1/22	Retirement
Reeves, Allison	EX: Student Support Associate	3/21/22	Other employment
Schroer, Hope	WE: Student Support Associate	3/11/22	Personal
Vanourney, Haley	WF: Student Support Associate	3/22/22	Termination

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

Name	Assignment	Dept Action	Salary Placement
Lane, Todd	OR: Assistant 7/8 Gr Boys Track Coach	3/8/22	\$2,948
Shiple, Michael	HS: Assistant Varsity Baseball Coach (.5)	3/11/22	\$2,211
Tovey, Reed	HS: Assistant Boys Soccer Coach (Non-Schedule H)	3/21/22	\$2,000

**Co/Extra-Curricular Staff: Resignation**

Name	Assignment	Dept Action	Reason
Bradley, Madison	HS: Assistant POMs Coach	3/7/22	Personal
McAndrew, Brian	EX: Assistant 8 <sup>th</sup> Gr Football Coach	3/30/22	Personal
Meehan, Abby	HS: Assistant Varsity/JV Girls Soccer Coach	3/7/22	Other employment
Pierson, Travis	EX: Assistant 8 <sup>th</sup> Gr Boys Basketball Coach	3/30/22	Personal
Redington, Nicole	EX: Yearbook Sponsor	5/27/22	Personal
Shanstrom, Rob	HS: Head 10 <sup>th</sup> Gr Boys Basketball Coach	3/8/22	Personal

902: Approval of March 7<sup>th</sup> Minutes – Exhibit 902.1

903: Approval of Bills – Exhibit 903.1

904: Approval of Contracts – Exhibits 904.1-16

1. Audit agreement with Bohnsack & Frommelt, LLP
2. Change order with Tri-City Electric for Excelsior intercom replacement project
3. Agreement with OPN Architects for facilities planning services
4. Memorandum of Understanding with Traverse Landscape Architects
5. Agreement with Recover Health of Iowa
6. Strength and conditioning service agreement with Ability Physical Therapy
7. Student teaching agreement with Luther College
8. Student teaching agreement with Morningside University



9. Student teaching agreement with Upper Iowa University
10. Independent contractor agreement with Ability Physical Therapy
11. Independent contractor agreement with Lisa Hanigan
12. Independent contractor agreement with Kathy McKee
13. Independent contractor agreement with Lexi Robson
14. Letter of agreement with Jenna Bell Collins
15. Non-commercial licensing agreement with the Linn-Mar School Foundation
16. Xello quote for online counseling services database software

**905: Overnight Trip Requests** – Exhibits 905.1-2

1. Request from Model United Nations to attend spring leadership conference in Cedar Falls
2. Request from HS Robotics to attend 2022 FIRST Championship in Houston, Texas

**906: Informational Financial Reports** – Exhibits 906.1-4

1. School Finance and Cash Balance Reports for February 28, 2021
2. School Finance and Cash Balance Reports for February 28, 2022
3. School Finance and Cash Balance Reports for March 31, 2021
4. School Finance and Cash Balance Reports for March 31, 2022

**1000: Board Communications, Calendar, and Committees**

**1001: Board Communications**

Weaver and Buchholz congratulated the retirees. Morey congratulated the new principals and presented JT Anderson with a thank you gift for his service to the district. Anderson thanked the board and district for the support given while he served as CFO.

**1002: Board Calendar**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
Apr 14	11:00 AM	Board Visit	Aquatic Center
<i>Apr 19</i>	<i>Noon &amp; 5:30</i>	<i>Lion Learning</i>	<i>LRC Boardroom</i>
Apr 21	7:30 AM	Finance/Audit Committee	LRC Room 203
Apr 21	5:30 PM	Marion City Council ( <i>Weaver</i> )	City Hall/Virtual
Apr 25	5:00 PM	Board Meeting	LRC Boardroom/YouTube
Apr 26	11:30 AM	Board Visit	Novak Elementary
<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
<i>May 4</i>	<i>5:00 PM</i>	<i>LIONS/Volunteer Awards</i>	<i>LRC Boardroom</i>
May 5	11:30 AM	Board Visit	Transportation/O&M
May 5	5:30 PM	Marion City Council	City Hall/Virtual
May 9	5:00 PM	Board Meeting	LRC Boardroom
<i>May 9</i>	<i>7:00 PM</i>	<i>Senior Recognition Night</i>	<i>HS Auditorium</i>
<i>May 10</i>	<i>11:30 AM</i>	<i>SODA/TRY Luncheon</i>	<i>Indian Creek Country Club</i>
<i>May 13</i>	<i>1:00 PM</i>	<i>Success Center Graduation Parade</i>	<i>Success Center</i>
May 18	1:00 PM	Policy Committee	LRC Room 5
May 18	4:00 PM	SIAC Committee	LRC Boardroom
May 19	7:30 AM	Finance/Audit Committee	LRC Room 203
May 19	5:30 PM	Marion City Council	City Hall/Virtual
May 23	5:00 PM	Board Meeting	LRC Boardroom
<i>May 24</i>	<i>1:00-4:00 PM</i>	<i>Compass Graduation Cookout</i>	<i>LRC Gym</i>
<i>May 26</i>	<i>---</i>	<i>Last Day of School</i>	<i>2-Hour Early Dismissal</i>
May 29	1:00 PM	High School Graduation	Alliant Energy Powerhouse

1003: Committees and Advisories

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

**1100: Adjournment Motion 191-04-11**

**MOTION** by Buchholz to adjourn the regular meeting at 7:31 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

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Brittania Morey, School Board President

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JT Anderson, Board Secretary/Treasurer

**School Board Work Session Minutes  
April 11, 2022**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar School Board work session was called to order at 7:46 PM in the boardroom of the Learning Resource Center (2999 N 10<sup>th</sup> St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard.

**200: Adoption of the Agenda *Motion 192-04-11***

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

**300: Work Session**

**301: Board Discussion**

Board President Morey shared an update on facilities planning including information on hiring an outside entity to facilitate the gathering of data from stakeholders regarding the facilities plan and analyzing the data. Morey also reported that the Facilities Subcommittee has decided to utilize the summer to hire a facilitator and then debut the data-gathering survey to kick off the 2022-23 school year. All board members were in agreement with the presented information.

Morey then facilitated a continued discussion on the board's values. The board agreed upon the following five words to represent their values: Vision, Purpose, Respect, Transparency, and Equity. Value statements were also composed to clarify each value. The board will vote to approve their goals and values during the April 25<sup>th</sup> board meeting.

**400: Adjournment *Motion 193-04-11***

**MOTION** by Weaver to adjourn the work session at 8:17 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

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Brittania Morey, School Board President

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JT Anderson, Board Secretary/Treasurer

## Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 04/08/2022 - 04/21/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
<b>Fund: AQUATIC CENTER</b>		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$7,216.70
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$138.31
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$591.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$138.31
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$591.44
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$540.17
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$545.99
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$819.46
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$9.74
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$342.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$40.40
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$190.63
UNIVERSITY OF IA	GENERAL SUPPLIES	\$2,810.00
		<b>Fund Total: \$13,979.59</b>
<b>Fund: DEBT SERVICE</b>		
CUSIP GLOBAL SERVICES	OTHER PROFESSIONAL	\$377.00
UMB BANK, N.A.	INTEREST	\$1,314,200.00
UMB BANK, N.A.	PRINCIPAL REDEMPTION	\$3,050,000.00
		<b>Fund Total: \$4,364,577.00</b>
<b>Fund: GENERAL</b>		
ABILITY PHYSICAL THERAPY, P.C.	INSTRUCTIONAL SUPPLIES	\$4,750.00
ACME TOOLS	INSTRUCTIONAL SUPPLIES	\$41.95
ADVANCE AUTO PARTS	TRANSP. PARTS	\$294.31
ADVANTAGE	GENERAL SUPPLIES	\$99.18
AFRICAN AMERICAN MUSEUM OF IOWA	INSTRUCTIONAL SUPPLIES	\$70.50
AGVANTAGE FS	PROPANE	\$6,294.38
ALL INTEGRATED SOLUTIONS	MAINTENANCE SUPPLIES	\$250.89
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS	\$106.00
ALLIANT ENERGY	ELECTRICITY	\$32,275.58
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$5.29
ANDERSON DEREK	GENERAL SUPPLIES	\$6,500.00
ANDERSON, JT	TRAVEL	\$96.72
APPLE COMPUTER INC	COMP/TECH HARDWARE	\$449.00
ASAVIE TECHNOLOGIES/AKAMA TECHNOLOGIES	COMPUTER SOFTWARE	\$60.00
ATLANTIC COCA-COLA	INSTRUCTIONAL SUPPLIES	\$891.85
BLANK PARK ZOO	INSTRUCTIONAL SUPPLIES	\$100.00
BORENSON AND ASSOCIATES, INC.	INSTRUCTIONAL SUPPLIES	\$732.81
BOWMAN AMY	TRAVEL	\$182.52
BUDGET CAR RENTAL	TRANSP PRIVATE CONT	\$1,047.31
BURGESS GAYLA	TRAVEL	\$14.04
C.J. COOPER & ASSOCIATES	PHYSICALS	\$270.00
CALCARA MARILYN	TRAVEL	\$21.29

# Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 04/08/2022 - 04/21/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
CAMP COURAGEOUS	INSTRUCTIONAL SUPPLIES	\$408.00
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$33.72
CARROLL CONSTRUCTION SUPPLY	REPAIR PARTS	\$102.18
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,100.47
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$3,145.00
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$1,302.68
CENTURYLINK	TELEPHONE	\$2,184.85
CHIROPRACTIC OF IOWA	PHYSICALS	\$200.00
CHRISTENSEN DAWN	MISC REVENUE	\$94.00
CITY OF MARION.	OTHER PROFESSIONAL	\$10,940.00
COE COLLEGE	INSTRUCTIONAL SUPPLIES	\$310.00
COLLECTION	EE LIAB-GARNISHMENTS	\$2,293.96
CROWBAR'S	TRANSP. PARTS	\$64.90
DATASITE DESIGNS	STAFF WORKSHP/CONF	\$1,250.00
DEMCO	GENERAL SUPPLIES	\$336.85
DEMUTH JAMI	MISC REVENUE	\$27.00
DEPARTMENT OF EDUCATION	DUES AND FEES	\$3,350.00
DICK'S PETROLEUM CO.	REPAIR/MAINT SERVICE	\$572.50
ELECTRONIC ENGINEERING CO	RADIOS	\$179.16
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,779.39
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$90.83
EVANS WHITNEY	MISC REVENUE	\$47.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,302,589.10
FECHT AMY	TRAVEL	\$197.96
FEDEX	INSTRUCTIONAL SUPPLIES	\$19.07
FEIEREISEN INC	GENERAL SUPPLIES	\$1,282.00
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$1,109.93
FULLER LAURA	TRAVEL	\$88.92
GAUGER CATHY	TRAVEL	\$1,246.86
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$967.12
GEARHART ROBERT	Professional Educational Services	\$75.00
GOODALL STEVEN	INSTRUCTIONAL SUPPLIES	\$52.11
GRANT WOOD AEA	GENERAL SUPPLIES	\$125.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$387.45
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$1,182.50
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$1,202.00
HEINEMANN-GREENWOOD PUBLISHING	INSTRUCTIONAL SUPPLIES	\$639.10
HEMESATH CORTNEE	TRAVEL	\$82.68
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$153.25
IMON COMMUNICATIONS LLC	INTERNET- COVID RELATED	\$180.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$2,400.40
INSPIRED TO SEW, LLC	INSTRUCTIONAL SUPPLIES	\$10,000.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$67,159.03
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$287,162.94
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$67,159.03

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 04/08/2022 - 04/21/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$287,162.94
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$395,749.38
IOWA CHORAL DIRECTORS ASSN.	INSTRUCTIONAL SUPPLIES	\$28.00
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$80,941.54
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$347,984.89
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$522,253.44
IOWA SHARES	EE LIAB-CHARITY	\$23.00
ISFIS	OTHER PROFESSIONAL	\$378.00
JEROME SHERMAN	GENERAL SUPPLIES	\$280.00
JOHN DEERE FINANCIAL	SHOP TOOLS/EQUIPMENT	\$33.98
JOHNSTONE SUPPLY	REPAIR PARTS	\$55.20
KIRKWOOD COMM COLLEGE	GENERAL SUPPLIES	\$220.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$40,652.00
KOENEN KARLA	TRAVEL	\$43.37
KOENIGHAIN NICHOLAS	OFFICIAL/JUDGE	\$60.00
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$399.00
LETTER PERFECT	GENERAL SUPPLIES	\$522.03
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$159.66
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$1,648.20
LINN COUNTY REC	ELECTRICITY	\$34,285.02
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$438.59
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$607.83
LITTLE WISH YOGA	OTHER PROFESSIONAL	\$90.00
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$367.89
LYNCH COLLISION CENTER	MISC REVENUE	\$8,026.21
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,746.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$10,641.17
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$228.00)
MARCO TECHNOLOGIES, LLC	COMP/TECH HARDWARE	\$2,050.00
MARCO TECHNOLOGIES, LLC	Copies	\$5,169.67
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$473.51
MARCO TECHNOLOGIES, LLC	INSTRUCTIONAL SUPPLIES	\$196.00
MARION JANITORIAL SUPPLY CO	GENERAL SUPPLIES	\$64.91
MARION JANITORIAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	\$127.82
MARION JANITORIAL SUPPLY CO	SHOP TOOLS/EQUIPMENT	\$65.92
MARTIN CAMILLA	TRAVEL	\$13.14
MCBRIDE CHRYSANN	Professional Educational Services	\$5,307.05
MEDIACOM	INTERNET- COVID RELATED	\$477.60
MEDIACOM	TELEPHONE	\$276.90
MEDIAQUEST SIGNS	GENERAL SUPPLIES	\$250.00
MEHOLENSKY ANGIE	MISC REVENUE	\$3.00
MENARDS -13127	GENERAL SUPPLIES	\$300.56
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$651.92
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$23,481.01
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$573,093.10

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 04/08/2022 - 04/21/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$23,151.29
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$27,840.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$27,541.68
MID AMERICAN ENERGY	NATURAL GAS	\$354.83
MIDWEST WHEEL	REPAIR PARTS	\$391.18
MIDWEST WHEEL	TRANSP. PARTS	(\$359.12)
MINNESOTA CLAY USA	INSTRUCTIONAL SUPPLIES	\$983.30
MYSAK TRANSMISSION	VEHICLE REPAIR	\$6,311.25
NASCO	INSTRUCTIONAL SUPPLIES	\$91.04
NSPRA	OTHER PROFESSIONAL	\$85.00
O'CONNELL MICHAELA	TRAVEL	\$31.40
OFFICE EXPRESS	GENERAL SUPPLIES	\$83.85
OJA BRADLEY	OFFICIAL/JUDGE	\$60.00
ORKIN PEST CONTROL	Pest Control	\$170.00
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PELIKAN EMILY	TRAVEL	\$37.25
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$173.98
PERFECTION LEARNING CORPORATION	INSTRUCTIONAL SUPPLIES	\$218.89
PERFECTION LEARNING CORPORATION	LIBRARY BOOKS	\$622.39
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	INSTRUCTIONAL SUPPLIES	\$20.48
PITTSBURGH PAINTS	GENERAL SUPPLIES	\$126.75
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$40.96
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$1,580.00
PROJECT LEAD THE WAY	INSTRUCTIONAL SUPPLIES STEM GRANT 2022	\$13,567.50
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$3,003.45
QUILL CORPORATION	GENERAL SUPPLIES	\$46.94
RAMOS JERI	TRAVEL	\$26.13
RECOVER HEALTH	PROF SERV: EDUCATION	\$2,713.62
RIVERSIDE INSIGHTS	CONSUMABLE WORKBOOKS	\$135.50
RIVERSIDE TECHNOLOGIES, INC	COMPUTER SOFTWARE	\$3,624.00
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$548.34
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$161.00
SADLER POWER TRAIN	TRANSP. PARTS	\$420.15
SCHOOL SPECIALTY LLC	INSTRUCTIONAL SUPPLIES	\$131.68
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$182.50
SITEIMPROVE, INC	COMPUTER SOFTWARE	\$5,128.52
STAMP CAROL	TRAVEL	\$208.34
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$13.50
STERN MATT	TRAVEL	\$70.36
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,054.50
SUNDANCE/NEWBRIDGE ED PUBLISHING	INSTRUCTIONAL SUPPLIES	\$495.00
SWAMP FOX BOOKSTORE & SWAMP FOX KIDS	LIBRARY BOOKS	\$312.45
SYNOVIA SOLUTIONS, LLC	GENERAL SOFTWARE	\$288.35
TERMINAL SUPPLY COMPANY	SHOP TOOLS/EQUIPMENT	\$48.33
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$10,524.09

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 04/08/2022 - 04/21/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$186,767.34
TRUCK BUILDERS	VEHICLE REPAIR	\$310.10
U.S. CELLULAR	TELEPHONE	\$203.85
UNITED REFRIGERATION	REPAIR PARTS	\$196.84
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$299.67
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$1,140.67
VAN SANT ENTERPRISES	INSTRUCTIONAL SUPPLIES	\$90.95
VERIZON WIRELESS	TELEPHONE	\$443.32
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$83,640.15
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$748.33
WIELAND & SONS LUMBER CO	INSTRUCTIONAL SUPPLIES	\$1,035.00
WINDSTAR LINES	TRANSP PRIVATE CONT	\$1,103.20
WINDSTAR LINES	TRAVEL	\$3,052.00

**Fund Total: \$6,594,925.58**

**Fund: NUTRITION SERVICES**

ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$21,399.09
CITY LAUNDERING COMPANY	PROFESSIONAL	\$3,091.20
COLLECTION	EE LIAB-GARNISHMENTS	\$218.40
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$59,712.57
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,168.59
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,996.89
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,168.59
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,996.89
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$4,022.96
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$10,475.82
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$15,721.94
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$182.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$190.99
MARCO TECHNOLOGIES, LLC	Copies	\$4.35
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$37,915.89
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$233.17
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$21,505.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$709.74
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$2,476.38
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$150.48
SCHOOL NUTRITION ASSOCIATION	DUES AND FEES	\$136.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,204.71
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$620.00

**Fund Total: \$193,302.15**

**Fund: PHY PLANT & EQ LEVY**

ACME TOOLS	VEHICLES	\$1,850.40
ACOUSTICS BY WASHBURN, LLC	BLDG. CONST SUPPLIES	\$7,665.00
CEDAR RAPIDS WINSUPPLY PLUMBING CO	BLDG. CONST SUPPLIES	\$828.58
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$5,194.70
JOHNSTONE SUPPLY	BLDG. CONST SUPPLIES	\$822.53



## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 04/08/2022 - 04/21/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
MIDWAY OUTDOOR EQUIPMENT INC	EQUIPMENT >\$5,000	\$1,500.00
POOL TECH, A WGHK INC, COMPANY	EQUIPMENT >\$5,000	\$6,864.90
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$1,737.50
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$817.00
TRI-STATE AUTOMATIC SPRINKLER INC	CONSTRUCTION SERV	\$2,731.00
UNITED REFRIGERATION	EQUIPMENT >\$5,000	\$784.89
<b>Fund Total:</b>		<b>\$30,796.50</b>
<b>Fund: PUB ED &amp; REC LEVY</b>		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,683.95
H2I GROUP	GROUNDS UPKEEP	\$1,170.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$32.66
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$139.67
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$32.66
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$139.67
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$167.87
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$169.62
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$254.56
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$5.62
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$24.98
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$467.50
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$20.21
TENNIS SERVICES OF IOWA	GROUNDS UPKEEP	\$378.40
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$76.60
<b>Fund Total:</b>		<b>\$4,766.47</b>
<b>Fund: SALES TAX REVENUE BOND CAP PROJECT</b>		
HALL & HALL ENGINEERS INC	ARCHITECT	\$1,250.00
SHIVE-HATTERY INC.	ARCHITECT	\$905.40
SYSTEMWORKS LLC	OTHER PROFESSIONAL	\$4,160.00
<b>Fund Total:</b>		<b>\$6,315.40</b>
<b>Fund: STUDENT ACTIVITY</b>		
AMY WHITE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$400.00
ANAMOSA COMMUNITY SCHOOLS	DUES AND FEES	\$115.00
ANTONIO AMO CUELLAR	OFFICIAL/JUDGE	\$125.00
BELIN JARED	OFFICIAL/JUDGE	\$115.00
BOEHM ROMAN	OFFICIAL/JUDGE	\$65.00
BRANDED APPAREL	INSTRUCTIONAL SUPPLIES	\$1,071.00
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$137.80
CAMPBELL COLE	OFFICIAL/JUDGE	\$60.00
COOK JEFF	OFFICIAL/JUDGE	\$65.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$903.62
DODGE JOHN	OFFICIAL/JUDGE	\$65.00
FALAH AL-YASSIRI	OFFICIAL/JUDGE	\$125.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,391.26

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 04/08/2022 - 04/21/2022

Fiscal Year: 2021-2022

Vendor Name	Description	Check Total
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$100.48
HAZIM AL-YASIRI	OFFICIAL/JUDGE	\$115.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$55.72
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$238.24
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$55.72
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$238.24
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$92.47
IOWA HIGH SCHOOL ATHLETIC ASSOC	INSTRUCTIONAL SUPPLIES	\$325.00
IOWA HIGH SCHOOL SPEECH ASSOC	INSTRUCTIONAL SUPPLIES	\$156.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$115.10
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$172.75
JAYPRO SPORTS	INSTRUCTIONAL SUPPLIES	\$364.92
JEFFERSON HIGH SCHOOL	DUES AND FEES	\$100.00
KEANE STEVEN	OFFICIAL/JUDGE	\$65.00
KOENIGHAIN NICHOLAS	OFFICIAL/JUDGE	\$65.00
LRS PORTABLES OF IOWA	DUES AND FEES	\$260.19
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$102.40
MAHMENS SCOTT	OFFICIAL/JUDGE	\$100.00
MARION JANITORIAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	\$122.83
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$2,978.80
MOHWINKLE BRAD	OFFICIAL/JUDGE	\$105.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$2,695.00
MUSCATINE HIGH SCHOOL	DUES AND FEES	\$90.00
PRAIRIE HIGH SCHOOL	DUES AND FEES	\$150.00
RAPIDS REPRODUCTIONS INC	INSTRUCTIONAL SUPPLIES	\$2,750.00
RASTETTER KELSEY	TRAVEL	\$15.60
ROBERTS DEREK	OFFICIAL/JUDGE	\$150.00
ROBSON ALEXIS	INSTRUCTIONAL SUPPLIES	\$4,205.00
SCRANTON MATTHEW	OFFICIAL/JUDGE	\$113.74
SHANNON WRESTLING & TIMING, LLC	DUES AND FEES	\$821.80
SPORT SCOPE	INSTRUCTIONAL SUPPLIES	\$224.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$85.23
VALLEY HIGH SCHOOL	DUES AND FEES	\$200.00
VOSATKA MICHAEL	OFFICIAL/JUDGE	\$80.00
VS ATHLETICS	INSTRUCTIONAL SUPPLIES	\$109.40
WEST HIGH SCHOOL	DUES AND FEES	\$100.00
WESTPFAHL KARLISSA	OFFICIAL/JUDGE	\$75.00
WIEBEL GLEN	OFFICIAL/JUDGE	\$100.00
WILDEN RAY	OFFICIAL/JUDGE	\$314.56
WILLIAMS BRAXTON	OFFICIAL/JUDGE	\$125.00

**Fund Total: \$24,971.87**

**Grand Total: \$11,233,634.56**

End of Report

**ELECTRIC SERVICE AGREEMENT  
INTERSTATE POWER AND LIGHT  
COMPANY**

*Contract # : 56265*  
Account No. **6303931000**

This agreement made this 7<sup>TH</sup> day of APRIL, 2022 by and between Interstate Power and Light Company (a wholly owned subsidiary of Alliant Energy Corporation), an Iowa corporation headquartered at 200 First Street SE, Cedar Rapids, Iowa, (hereinafter referred to as the "Company") and LINN MAR COMMUNITY SCHOOL DISTRICT, a corporation/partnership/proprietorship with principal offices at 2999 10<sup>TH</sup> ST. , MARION, IOWA, (hereinafter referred to as the "Customer"):

That for and in consideration of the mutual covenants of the parties set forth, and the performance thereof, it is agreed by and between the said parties as follows:

**THE COMPANY HEREBY AGREES THAT:**

1. It will furnish to the Customer at the Customer's premises located at 2999 N 10<sup>TH</sup> ST in MARION, Iowa, through one point of delivery, alternating current electricity (hereinafter called "electric service") for all electrical energy requirements of the Customer.
2. The electric service furnished hereunder will be approximately 12,470 volts, and 3 phase, 60 Hertz, and NA volts, single phase, 60 Hertz, and metered at 12,470 volts.

**THE CUSTOMER HEREBY AGREES THAT:**

3. It will take from the Company, through one point of delivery, electric service for all electrical energy requirements at the premises identified in Paragraph 1 hereof, and it will observe the rules and regulations of the Company pertaining to electric service.
4. It will not create a demand for electric service in excess of 3800 KVA without first notifying the Company in writing of such increase in demand and giving the Company sufficient time in which to provide additional line capacity and other electrical equipment if required.
5. It chooses / does not choose (circle one) Interruptible Service. If the Customer chooses Interruptible Service, it will curtail its demand for electrical service pursuant to Attachment A to this agreement.

**IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS THAT:**

6. The Company shall furnish electric service and the Customer shall use and pay for such service in accordance with the terms and conditions of this Agreement and the rates set out in Rate Schedule 487 attached hereto and made a part hereof, or such other applicable rate schedule as hereafter at any time may be established for this class of service within the authority of the Iowa Utilities Board or such other regulatory authority having jurisdiction. Notwithstanding any other provision of this Agreement, all rates and charges contained in this Agreement may be modified at any time by a subsequent filing made pursuant to the provisions of Chapter 476 of the Code of Iowa. At the time of signing of this Agreement, the excess facilities is \$0; in the

event the demand of the Customer set forth in Paragraph 4 above shall be increased, the monthly excess facilities shall be increased appropriately.

- 7. It is understood by the Customer that, if at any future time it should elect to accept service under some other available electric service rate that might prove more advantageous, any expense brought about by necessary wiring changes on its premises shall be borne by the Customer.
- 8. The electric service furnished under this Agreement includes only that which is incidental to the Customer and no part of the said electric service shall be sold by the Customer to any other parties.
- 9. The Company will use due diligence in the operation and maintenance of its plants and system pertinent to this Agreement so as to render efficient economic service, but the Company shall not be liable to the Customer for any loss or damages suffered by the Customer through the inability of the Company to furnish said electric service in accordance with this Agreement.
- 10. The Customer shall hold the Company harmless for any damage to persons or property arising out of the use upon the Customer's premises of the electric service furnished to it by the Company. Nothing herein contained shall be construed as relieving the Company from any liability to its own employees while upon the property of the Customer in the performance of their duty and by the direction of the Company, or as relieving the Company from any liability to the Customer due to the Company's act of negligence.
- 11. This Agreement shall continue for a period of (a) one (1) year, commencing NA, 20 , and ending NA, 20 , and thereafter, or (b) three (3) years in the case in which Customer chooses Interruptible Service under paragraph 5, commencing MAY 1<sup>ST</sup> , 2022, and ending APRIL 30<sup>TH</sup> , 2025, and may be terminated by either party giving to the other written notice at least ninety (90) days prior to the date upon which it desires to terminate the same; whereupon this Agreement shall terminate on said date. All contracts, agreements and understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof, heretofore made and entered into, shall hereby become null and void and of no further force and effect whatsoever.
- 12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns; but the assignment of this Agreement by either party shall not relieve such party, without the written consent of the other, from any of the obligations hereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

**LINN MAR COMMUNITY SCHOOL DISTRICT**  
(Customer)

Interstate Power and Light Company  
(Company)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:  
(Officer-Partner-Owner)

Title:

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**ATTACHMENT A:**

**CONTRACT FIRM DEMAND LEVEL**

This Attachment is made this 7<sup>TH</sup> day of APRIL by and between LINN MAR COMMUNITY SCHOOL DISTRICT (hereinafter "Customer") and **INTERSTATE POWER AND LIGHT COMPANY** (an Alliant Energy company), an Iowa corporation, having its principal offices at 200 First St. SE, Cedar Rapids, Iowa 52401 (hereinafter "Company"),

**WHEREAS** Company and Customer have entered into Electric Service Agreement Number 56265 dated the 7<sup>TH</sup> day of APRIL, 2022 under which Customer takes electric Interruptible Service Option, Rider INTSERV tariff;

**WHEREAS** the parties have reached an understanding based upon Company's Interruptible Service Option tariff;

**NOW THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth, the parties hereto mutually covenant and agree to the followings:

The Firm **Contract demand level** to which the Customer will curtail its electrical service in the 36 consecutive revenue months beginning the 1<sup>ST</sup> day of MAY 2022 is 380 **kW** for:

Premise address 2999 N 10<sup>TH</sup> ST, MARION, IA 52302,

Account number 6303931000.

In all other respects the Electric Service Agreement shall remain unchanged.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Customer:

Interstate Power and Light Company:

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_  
(Officer-Partner-Owner)

Title \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



INTERSTATE POWER AND LIGHT BILLING AUTHORIZATION

Name <b>LINN MAR COMMUNITY SCHOOL DISTRICT</b>		Address <b>2999 N 10TH ST.</b>	
City <b>MARION</b>		State <b>IOWA</b>	Zip Code <b>52302</b>
Effective Date <b>05/01/22</b>		Account No. <b>6303931000</b>	
Rate Code <b>487</b>	Work Request No.	Meter No. (s) <b>077828527, 074559305, 077828528</b>	
Delivery Voltage <b>12,47 kV</b>	<input type="checkbox"/> Single Phase	<input checked="" type="checkbox"/> 3 Phase	

ESTIMATE PROVISIONS		FINAL INSTALLED COST	
Proposed Description			
Major Equipment to be installed (e.g., cable, xformer, switchgear)		Major Equipment installed	
Total Estimate of Installation		Actual Cost of Installation	
Excess Facilities Charge	<u>1.60%</u>	Excess Facilities Charge	<u>1.60%</u>
Est. Monthly Excess Facilities Charge		Monthly Excess Facilities Charge	
<b>Note: Final material inventory and electric service (online) diagram(s) must be attached.</b>			
Estimate: Customer Signature		Title	Date
Installed Cost: Customer Signature		Title	Date

ADJUSTMENTS TO EXISTING PRIMARY SERVICE INSTALLATION			
Date of Original Installation		Original Excess Facilities Charge <b>\$0</b>	
Date of Retirement of Original Equipment (if applicable)		Reductions	
Equipment Removed	Cost	Total Costs Removed	
		Excess Facilities	<u>1.60%</u>
		Reduction to Change	
		<b>Additions</b>	
Date of Equipment Additions (attach Nubies support doc.)		Total Costs of Equipment Added	
Equipment Added	Cost	Excess Facilities	<u>1.60%</u>
		Addition to Change	
		Original - reduction in charge + addition to change	
		Total New Excess Fac. Charge	<b>\$0</b>
Customer Signature		Title	Date

**ATTACH: DETAIL ITEMIZATION TO SUPPORT EXCESS FACILITY CHARGE (INCLUDE NUBIES REPORTS).**

All accounts with percentage adjustments must have a completed electric service (online) diagram(s).

Meter

Transformer

Point of Delivery POD

**CUSTOMER OWNED**

If primary metered; show all voltages, transformers, and transformer ownership (attach additional sheets if needed).

IPL Company Representative Signature <i>Emily UPAH</i>	IPL Company Representative Name (printed) <b>EMILY UPAH</b>	Date <i>04/07/22</i>
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Name <b>LINN MAR COMMUNITY SCHOOL DISTRI</b>		Address <b>2999 N 10TH ST.</b>	
City <b>MARION</b>		State <b>IOWA</b>	Zip Code <b>52302</b>
Effective Date <b>05/01/22</b>		Account No. <b>6303931000</b>	

EXCESS FACILITIES BILLING ADJUSTMENTS								
Billing Summary				Add		Remove		
Charge Type	Charge Description	IA & MN Provision	Bill Print Desc	Qty	Actual Cost	Date	Qty	Cost
2	Ex Fac - Transformer	0.016	Transformer (TRFM)					
3	Ex Fac - Poles	0.016	Pole (POLE)					
4	Ex Fac - Conductor	0.016	Conductor (CONDTR)					
5	Ex Fac - Metering	0.016	Meter (METR)					
6	Ex Fac - Pipe	0.016	Pipe (PIPE)					
7	Ex Fac - 3Phase	45 each	3Phase (3PH)					
8	Ex Fac - Equipment	0.016	Equip (EQUIP)					
<b>Monthly Excess Facility Billing TOTAL</b>					<b>\$</b>			

BILLING PROVISIONS		
<b>IA Accounts Only</b> <input type="checkbox"/> -2% Meter not at Point of Delivery (primary metering/secondary voltage delivery) <input type="checkbox"/> +2% Meter not at Point of Delivery (secondary metering/primary voltage delivery) <input checked="" type="checkbox"/> 4.42% Primary service discount (4,160 to 15V) <input type="checkbox"/> 7.5% Primary service discount (34.5 and above)		<b>MN Accounts Only</b> <input type="checkbox"/> Primary metering discount <input type="checkbox"/> Transmission service discount <input type="checkbox"/> Primary service discount
* <input checked="" type="checkbox"/> Interruptible account * <input type="checkbox"/> Total Monthly excess facilities charge * <input checked="" type="checkbox"/> Total demand is 1000 KW or greater * <input checked="" type="checkbox"/> Primary metered account	<b>380 kW</b> <b>\$ 0.00</b>	<input checked="" type="checkbox"/> Customer Owned System <input type="checkbox"/> Alliant Energy Owned System Applies to equip. beyond metering point.
* <b>Service Agreement needed if LGS Customer.</b>		
Customer Signature	Title	Date
IPL Company Representative Signature <i>Emily UPAH</i>	IPL Company Representative Name (printed) <b>EMILY UPAH</b>	Date <i>04/07/22</i>

ROUTING: Business Resource Center, Cedar Rapids GO 8th Floor, businesscenter@alliantenergy.com, 866-ALLIANT

# Interstate Power and Light Company

## ELECTRIC TARIFF

Filed with the I.U.B.

### ORIGINAL TARIFF NO. 1

Fourteenth Revised Sheet No. 26

Canceling Thirteenth Revised Sheet No. 26

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#### Electric Large General Service

Rate Codes: 440, 447, 480, 487

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##### Applicable:

Large General Service customers for all electric uses in one establishment adjacent to an electric distribution circuit of adequate capacity. No resale of service is permitted. Existing customers served under another rate schedule or new customers with expected usage greater than 20,000 kWh for 12 consecutive billing months can qualify for service under this tariff. Existing Large General Service customers with usage less than 20,000 kWh for 12 consecutive billing months may opt for service under the Non-Residential General Service tariff. An existing Large General Service customer may continue service under the Large General Service tariff, even if it no longer meets the usage criteria of greater than 20,000 kWh for 12 consecutive billing months. Service hereunder is also subject to Company's Rules and Regulations. T

##### Character of Service:

60 Hertz alternating current single or three-phase, at secondary voltage through one meter and one point of delivery or by customer's option a higher available voltage. The Company shall provide only one transformation. Alternative voltages and/or service is available in accordance with the Rules and Regulations and Excess Facilities Charge.

#### Billing Provisions

##### Monthly Demand Charge per kW:

Rate Codes	All Rate Codes	
Season	Winter	Summer
First 200 kW	\$14.52	\$21.29
Next 800 kW	\$11.42	\$20.59
Next 9,000 kW	\$10.96	\$19.78
Over 10,000 kW	\$10.63	\$18.97

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I, R

I, R

I, R

##### Energy Charge per kWh:

Rate Codes	All Rate Codes	
Season	Winter	Summer
On-Peak	2.098¢	2.633¢
Off-Peak	0.937¢	1.475¢
Non-TOD Option*	1.436¢	1.973¢

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\* The Non-TOD Option is frozen to existing Customers at existing locations.

##### Summer Period:

From May 16 to September 15.

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##### Billing Demand:

The kW demand to be used for billing purposes each month shall be the sum of the highest 15-minute demand during on-peak hours of the current month plus 50% of the amount by which the highest 15-minute demand during off-peak hours exceeds the highest on-peak demand, but not less than 75% of the highest monthly billing demand similarly determined during the previous months of June, July and August. In no month shall the monthly billing demand be less than 50 kW.



# Interstate Power and Light Company

## ELECTRIC TARIFF

Filed with the I.U.B.

Substitute Sixth Revised Sheet No. 27

### ORIGINAL TARIFF NO. 1 NO. 1

Canceling Second Sub. Fifth Revised Sheet No. 27

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#### Electric Large General Service

Rate Codes: 440, 447, 480, 487

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##### Time of Day:

On-Peak/Off-Peak Definition: On-peak hours shall be from 7 a.m. to 8 p.m. CST, Monday through Friday. Off-peak hours are all other times (including the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day).

C  
C  
C

##### Excess Facilities Charge:

Any standard facilities required to provide non-standard service, in excess of that permitted under this Schedule or the Company's Rules and Regulations, shall be provided at a monthly amount equal to 1.6% of the Company's investment in such facilities.

##### Primary Service Discounts:

Where primary service is available and provided the Customer purchases primary service and furnishes the approved transformation and protective devices, the following discounts on demand charges will be allowed: 4.42% for transformations from the available IPL standard primary service voltage to less than 34,500 volt service, 7.50% for 69,000 and 34,500 volt service (Customer assumes all responsibility transforming voltage from transmission level) and 10.00% for 115 kV service and above. A Customer is not eligible for both point of delivery discounts and primary service discounts.

##### Meter Not at Point of Delivery:

Where metering is not done at the point of delivery such as primary metering with secondary voltage delivery or secondary voltage metering with primary voltage, there will be a 2.0% decrease or increase in metered kW demand and kWh respectively before above rate schedule is applied. A Customer assumes all cost responsibility to configure service to primary metering and is responsible for any incremental costs IPL incurs above the secondary metering application. A Customer is not eligible for both point of delivery discounts and primary service discounts.

##### Power Factor:

The above rate schedule is based on a power factor of 90% or higher. Where the power factor is less than 85%, the net demand charges will be increased by 1/10% for each 1/10% the power factor is below 90%; likewise where the power factor is higher than 95%, the demand charges will be decreased by 1/10% for each 1/10% the power factor is above 90%. The power factor shall be determined by suitable recording instruments. A power factor of 100% will be used in the event the Customer is providing kilovars to the IPL system at the time the billing demand is set.

##### Second Nature Program:

A voluntary program, which allows customers to support generation technologies that rely on renewable energy resources. See Rider SECNAT.

##### Energy Cost Adjustment:

Billing under this schedule will include an adjustment per kWh, computed monthly to compensate for changes in the cost of fuel as described in the Energy Adjustment Clause, Rider EAC.

##### Tax Adjustment Clause:

This price is subject to a Tax Adjustment, see Rider TAX.

##### Economic Development Clause:

See Rider ECON.

##### Energy Efficiency Bill Credit:

See Rider EEBC.

##### Energy Efficiency Cost Recovery Clause:

See Rider EECR.

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Date Issued: January 17, 2020

Effective Date: February 26, 2020

By: Sarah Ruen Blanchard – Manager, Regulatory Relations and Policy

**Interstate Power and Light Company**

**ELECTRIC TARIFF**

Filed with the I.U.B.

Substitute Seventh Revised Sheet No. 28

**ORIGINAL TARIFF NO. 1**

Canceling Second Sub. Sixth Revised Sheet No. 28

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**Electric Large General Service**

Rate Codes: 440, 447, 480, 487

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**Regional Transmission Service Clause:**

Billing under this schedule will include an adjustment per kW, computed annually, to compensate for changes in the cost of transmission service as described in the Regional Transmission Service Clause, Rider RTS.

**Renewable Energy Rider:**

See Rider RER.

N  
N

**Rate Case Expense Rider:**

See Rider RCE.

N  
N

**Prompt Payment Provision:**

After 20 days, add 1 1/2% on the past-due amount.

**Interruptible Service Option:**

See Rider INTSERV for rates 480, 487.

# Interstate Power and Light Company

## ELECTRIC TARIFF

Filed with the I.U.B.

Twelfth Revised Sheet No. 66

### ORIGINAL TARIFF NO. 1

Canceling Substitute Eleventh Revised Sheet No. 66

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#### Rider INTSERV – Interruptible Service Option

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##### Availability:

Available to Customers who agree and have the continuing ability and willingness to interrupt connected load at the time and for the duration determined by Company. It must be demonstrated by the Customer that the total interruptible load is that which is normally in operation during any weekday of Company's summer rate period of May 16 through September 15. A minimum interruptible load of 200 kW is required to qualify for interruptible service. Company shall verify Customer compliance with this requirement through the use of customer-specific interval demand meters.

##### Service Agreement:

Customer shall be required to execute an agreement for service under this rider which may include, among other service provisions, a minimum term of service of three years, minimum monthly payments to Company, and the initial Contract Firm Demand level the Customer agrees will not be exceeded during load interruption periods. A new Customer may come on the program at any time provided they were not a program participant during the prior twelve months or terminated a prior interruptible contract prematurely. Customers who elect interruptible pool balancing shall include a listing of all Customer accounts in the proposed balancing pool, and for each account, list the firm contract demand level, peak load, and interruptible forecast load (peak load less firm contract demand level). The agreement shall also list Customer's balancing pool curtailment percentage of IPL's system interruptible load.

##### Compensation for Interrupting:

An interruptible bill credit shall be calculated each month and reflected on Customer's bill which shall be the product of the Credit per kW times the positive difference between the Billing Demand (in kW) or Actual Demand (for rate 760 Customers) and Customer's Contract Firm Demand (in kW) where interruptible credit per kW and Contract Firm Demand are defined pursuant to this rider. Demand is defined in the applicable Rate Schedule unless specified otherwise in the Additional Terms and Conditions of this rider.

##### Credit per kW:

The schedule below provides the Credit per kW for calculation of the bill credit for compensation.

<u>Customer's Applicable LGS</u> <u>Rate Schedule</u>	<u>Credit for Bill Credit</u> <u>Calculation (\$/kW)</u>	
	<u>Summer</u>	<u>Winter</u>
Rate 480, 487, 760, 810, 817	\$5.37	\$3.46

##### Contract Firm Demand:

For billing purposes, this is a 15-minute maximum demand that Customer will not exceed during period(s) of interruption specified by Company. If Customer's maximum 15-minute demand exceeds the Contract Firm Demand during the period(s) of interruption, then the penalty section of this rider applies.

Any change in the Contract Firm Demand shall be specified in writing by Customer no later than January 1 of each year. A Customer may decrease their contract demand by any amount, at any time and the revised contract demand shall remain fixed through the next load year or the remainder of their contract term, whichever is longer. Contract Firm Demand may only be increased a maximum of 20% to coincide with the start of the load year with Contract Firm Demand increasing no more than of 30% for the entire term of the contract term except when such adjustment is for load growth. Contract Firm Demand shall remain fixed for the remaining contract term starting May 1 (Load Year), except as automatically adjusted pursuant to the penalty section of this rider or as described immediately below:

# Interstate Power and Light Company

## ELECTRIC TARIFF

Filed with the I.U.B.

Substitute Seventh Revised Sheet No. 67

### ORIGINAL TARIFF NO. 1

Canceling Sixth Revised Sheet No. 67

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#### Rider INTSERV – Interruptible Service Option

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On 24 hours' notice, Customer may elect to either cancel service under the interruptible option or increase its Contract Firm Demand level during the course of the Load Year subject to the following three provisions:

- a) Customer shall reimburse Company for related credits already received during the Load Year.
- b) Customer shall be responsible for any penalties levied on Company by the Midcontinent Independent System Operator (MISO) or regional reliability council during the Load Year in which Customer cancels interruptible service or increases Contract Firm Demand if the amount of Customer's Contract Firm Demand increase was consistent with such penalty. Customer's penalty responsibility will be proportional to Customer's Contract Firm Demand increase to the capacity amount on which MISO or applicable reliability council penalty is based.
- c) Customer shall be responsible for incremental generation capacity costs incurred by Company if the amount of Customer's Contract Firm Demand increase was consistent with such incremental capacity costs. The capacity cost responsibility directly attributable to Customer will be proportional to Customer's Contract Firm Demand increase to the added capacity amount based upon the most recent MISO Short-term Capacity Auction results.

#### **Interruptible Customer Standby Generation Connection:**

Customers requesting Interruptible Service and desiring to operate on-site generation in parallel to Company's electrical system shall first enter into an Interconnection Agreement with Company. Customer may connect and operate on-site electric generation facilities pursuant to Company's Rules and Regulations and the Interconnection Agreement. Customer's on-site generation shall be connected behind the Customer's point of delivery.

#### **Remote Displacement:**

Remote Displacement is frozen to existing Customers at existing locations for those existing signed remote displacement agreements that were executed prior to 1993. Customer shall pay Company for displacement of Customer's electric requirements over Company's electric system during each period of curtailment. Customer shall pay Company \$16.85/kW of actual maximum Demand in excess of the contract demand when Customer actually displaces a portion of Customer's requirements. The actual demand is measured as the Customer's maximum 15-minute demand during the curtailment. Customer shall also pay Company \$0.02899/kWh for each kilowatt-hour displaced by Customer during the curtailment.

#### **Interruptible Program Decision Rule:**

Company's interruptible program is designed to serve reliability and energy efficiency purposes. Below are four conditions that Company will follow when deciding whether to enact an interruption. Condition 1 is driven by reliability considerations, and conditions 2 and 3 are based on energy efficiency as defined by the Iowa Utilities Board. Condition 2 is designed to reduce peak demand, and condition 3 is designed to reduce energy usage. Company shall interrupt if it is anticipated that any one of following four conditions exists:

- (1) Reliability: Interruptions are necessary to maintain safe and reliable system operations and meet obligations to other interconnected systems.
- (2) Energy Efficiency - Reducing Peak Demand: Company would expect to experience less than MISO planning reserve margin under Module E for the current year.

# Interstate Power and Light Company

## ELECTRIC TARIFF

Filed with the I.U.B.

### ORIGINAL TARIFF NO. 1

Substitute Fifth Revised Sheet No. 68

Canceling Fourth Revised Sheet No. 68

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#### Rider INTSERV – Interruptible Service Option

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- (3) Energy Efficiency - Reducing Energy Usage: The day-ahead MISO locational marginal price (LMP) for ALTW.ALTW load zone is based upon the Company's highest cost resource for at least four consecutive hours or the rolling four-hour average real-time LMP for ALTW.ALTW load zone exceeds the Company's highest cost resource. IPL will define a pre-determined LMP annually based upon the highest cost resource of IPL's current generation resource portfolio and its associated fuel costs. C  
C  
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- (4) Program Quality Control: Reasonable interruptions are necessary to test the capabilities of Customers. If there are no interruptions for conditions 1, 2 or 3 after the second year of a Customer's three year contract, as well as no interruption in the third year by August 1, Company will conduct a test interruption of Customer. The test will be conducted in the third year of the Customer's contract by Company between August 1 and September 16 under circumstances as close as possible to a condition 2 or condition 3 interruption. Additionally Company retains the prerogative to conduct a test of any Customer at any time of the year if it determines in its sound discretion that such a test is necessary to preserve the integrity of the program. C  
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#### Interruption Buy-Through:

In the event a Customer is notified to curtail for conditions 2 or 3 of the interruptible program decision rule, Customer can elect to buy through the period of curtailment and be in compliance with the Interruptible Service Penalty of this rider. The buy-through cost will be computed as each hourly kW priced at the MISO ALTW.ALTW node real-time LMP price plus a 10% adder for any incremental administrative and MISO-related charges, less the energy adjustment clause factor for the month. All other billing provisions apply. C  
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#### Interruptible Non-compliance Penalty:

Customer is deemed to have failed to interrupt if it imposes load on the system that exceeds its contract firm demand during the period when it has been instructed to interrupt and it has not requested a buy-through for the event when provided the opportunity to buy-through. Company shall have the ability to not penalize Customer for less than full compliance with a notice of interruption where in Company's sound discretion the load difference is from malfunction of Company's communication equipment or Company's communication breakdown and is not the result of Customer's indifference or intentional disregard of the notice of curtailment and Customer has a history of full compliance. In such cases Customer shall nevertheless reimburse the utility for any additional costs that result. Company will continue its practice of documenting any such waiving of penalties, including all relevant circumstances. The penalties that will be imposed on Customer for failure to interrupt in addition to the charges billed according to the underlying tariff are the following: C  
C

#### For The First Penalty Instance:

- (1) Upon notice from Company to interrupt, Customer decides whether to comply with the request, exercise a buy-through option if available or be subject to a non-compliance penalty for a failure to perform. Company will not assume Customer has bought through if Customer's load exceeds their firm contract demand and a buy-through is available, but rather will only log and bill a buy-through upon explicit election of buy through by Customer. If Customer has advised Company of its intent to interrupt but fails to fully comply, then Customer must notify Company within one hour of the failure to comply of Customer's election to use an available buy-through. C  
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- (2) Customer will be levied a one-time fee of \$26.27 per kW for each excess kW over the firm contract demand.
- (3) Customer will be billed for any energy (kWh) received during an interruption period above its contract amount at the buy-through cost as defined in the buy-through provision of Company's interruptible tariff.

# Interstate Power and Light Company

## ELECTRIC TARIFF

Filed with the I.U.B.

### ORIGINAL TARIFF NO. 1

Twentieth Revised Sheet No. 69

Canceling Nineteenth Revised Sheet No. 69

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#### Rider INTSERV – Interruptible Service Option

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- (4) Customer's contract firm demand will be set at the highest level experienced during the period of the failure to interrupt and will remain at that level for the remainder of their contract term, except that Customer will have one opportunity to requalify for a lower level after six months if Customer demonstrates that the non-compliance was unintentional, not the result of Customer negligence and upon consideration of all relevant circumstances is judged not likely to recur. Customer can requalify for a lower level once it notifies Company of its readiness to be interrupted at its proposed contract firm demand and it successfully completes a test interruption called by Company, if Company in its sound discretion deems that a test is necessary. Company will conduct the test interruption to simulate to the maximum extent practicable the circumstances of a typical interruption and in no event shall the test interruption be more than 30 days after Customer's readiness notification.

For Penalty Instances in Subsequent Months and Within Twelve Months of the First Penalty:

The above provisions associated with the first penalty instance will apply except that (1) the one-time fee levied on each excess kW over the contract demand will be twice the amount applied for the first penalty and (2) Customer cannot qualify for a lower contract firm level until twelve months after this subsequent penalty.

#### Discounts:

Discounts for power factor and voltage level are defined in the applicable tariff.

#### Additional Terms and Conditions:

- (1) A monthly interruptible cost recovery charge of \$24.83 shall apply for each account contracting for interruptible service under this rider. This charge shall apply to incremental interruptible expenses not contemporaneously recovered through the EECR factors in Rider EECR.
- (2) The program employs a three-level system status classification. The three levels are defined as follows:
  - a) System Normal. This is the state of the program in most hours of the year.
  - b) Warning. This is the state in which an interruption can be called at any time. Company will send a message announcing the warning via its Power Manager system. The warning will be sent by Company as soon as Company determines that events warrant a change from a normal status to a warning status.
  - c) Interruption. The system is experiencing an interruption in this state. An interruption can occur without the issuance of a warning.
- (3) For interruptions invoked under conditions 2, 3 and 4, the shortest amount of time between the time when Customer is notified that it has to be in interruptible compliance and the time when it must be in compliance to avoid a penalty will be two hours. For interruptions invoked under condition 1 (reliability), Customer may be asked to interrupt immediately and will be expected to make its best efforts to comply immediately if asked to interrupt immediately. Under condition 1 interruptions, non-compliance penalties will not be assessed for Customer behavior within the two hour period from the time when Customer is called to interrupt.
- (4) Company shall not be liable for any loss, damage or injury to Customer or to any other person, firm or corporation because of interruption or curtailment of service under this rider.
- (5) For interruptible loads in excess of 1,000 kW, Company reserves the right to establish interruptible load steps, as agreed upon between Company and Customer, and as allowed by Customer's equipment. Company shall not be required to establish interruptible load steps that would, in its opinion, burden the administration of this rider.
- (6) All contract terminations shall coincide with the end of the load year.

# Interstate Power and Light Company

## ELECTRIC TARIFF

Filed with the I.U.B.

### ORIGINAL TARIFF NO. 1

Substitute Fifth Revised Sheet No. 70

Canceling Fourth Revised Sheet No. 70

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#### Rider INTSERV – Interruptible Service Option

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##### **Interruptible Balancing Pool Option:**

A Customer taking interruptible service who has multiple interruptible accounts with each account taking interruptible service under this rider may pool each of the accounts' demands together (balancing interruptible curtailment obligations among accounts) pursuant to an interruptible service agreement for compliance of curtailments requested by the Company for either Interruptible Program Decision Rules Condition 2 – Reducing Peak Demand or Condition 3 – Reducing Energy Usage.

The Customer shall be allowed to balance load among its accounts pursuant to the following general terms and conditions:

- (1) Customer shall provide a single point of contact for its participating accounts for notifications and coordination. Customer shall confirm with the Company in writing how it will be complying with curtailment requests before the events begin. Customer shall commit to satisfying its curtailment request by informing the Company of which accounts will curtail load and how much load will be curtailed by each account.
- (2) For localized emergencies or reliability system operations (Interruptible Program Decision Rule – Condition 1), all accounts affected by the localized emergency shall be prepared to be interrupted as individual facilities and not as part of a pool. Each individual account shall be subject to the compliance obligations under this tariff. The Company reserves the right to call individual facilities for localized problems.
- (3) When notified that the Company is calling a full curtailment event, the following rules shall apply:
  - a) For balancing of all Customer's accounts during periods of a full system curtailment, each account shall be in operation, at an average load equal to or in excess of each account's firm contract demand level for the continuous three-hour period prior to the start of the curtailment period. Any individual account not meeting the criteria shall be excluded from the balancing pool for curtailment; and the excluded account or accounts shall not exceed their individual firm contract demand level during the curtailment. The remaining accounts in the pool (non-excluded accounts) shall be evaluated based on the remaining "total interruptible forecasted load" for those accounts not excluded from the balancing pool.
  - b) During full curtailments, so long as the curtailment is balanced among accounts and the balancing pool's demand during the curtailment does not exceed the pool's contract demand level, no penalties shall be assessed if an individual account within the pool exceeds its contract demand. However, if the pool (in total) exceeds the pool's contract demand level, then the individual accounts that exceed their contract demand levels shall be allocated a penalty in accordance with the Interruptible Non-compliance Penalty provisions of this tariff.
- (4) When notified that the Company is calling a partial curtailment event the following rules shall apply:
  - a) Customer shall be required to participate in every curtailment event. A curtailment event is considered "partial" any time less than all interruptible Customers are called for a single event.

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# Interstate Power and Light Company

## ELECTRIC TARIFF

Filed with the I.U.B.

### ORIGINAL TARIFF NO. 1

Substitute Third Revised Sheet No. 71

Canceling Second Revised Sheet No. 71

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#### Rider INTSERV – Interruptible Service Option

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- b) The Company shall estimate a “total interruptible forecasted load” for the balancing pool based upon the total amount of load the Customer may curtail for a full interruptible event. Each account shall be in operation, at an average load equal to or in excess of each account’s firm contract demand level for the continuous three-hour period prior to the start of the curtailment period. Any individual account not meeting the criteria shall be excluded from the balancing pool for curtailment. During each partial curtailment event, Customer shall be required to curtail a pro rata share or percentage of the balancing pool’s “total interruptible forecasted load” such that the firm contract demand level of the pool is increased to reflect the pool’s share for the curtailment event. This is referred to as the “event contract demand level.”
  - c) Customer’s percentage contribution for any partial curtailment shall be the percentage defined in the service agreement. This percentage shall be computed annually as the amount of the Customer’s “total interruptible forecasted load” for all pooled accounts curtailed under a full interruption divided by the total amount of the Company’s retail load that can be curtailed as reported annually in the Company’s Annual Report on Interruptions and Cycling Events.
  - d) During any curtailment event, should conditions warrant, Customer should be able to further reduce its demand during the event if the Company’s system conditions require (for example, a change from a partial to a full system curtailment). Customer shall receive notification of a change in the curtailment event consistent with the notification provision of this tariff.
  - e) During partial curtailments, as long as the balancing pool’s demand during the curtailment does not exceed the pool’s event contract demand level, as computed under partial curtailment rules 4b and 4c above, no penalties shall be assessed if an individual account within the pool exceeds its individual firm contract demand. However, if the pool (in total) exceeds the event contract demand level associated with the curtailment, then the individual accounts that exceed their event contract demand levels shall be allocated a penalty in accordance with the Interruptible Non-compliance Penalty provisions of this tariff.
- (5) Customers who elect to buy through their required interruptible loads for any full or partial curtailment event, called per decision rule conditions 2 or 3, may have different hourly requirements for buy-throughs due to multiple events or varying start times. In the event the Customer elects to buy through an event, buy-through charges shall be calculated as follows:
- a) For a partial curtailment event, all demand above the firm contract demand level (as computed pursuant to item 1 previously described in this rider) shall be subject to buy-through charges;
  - b) For a full curtailment event, all demand above Customer’s contract firm demand level (as computed pursuant to item 5 previously described in this rider) shall be subject to buy-through charges;
  - c) For a full curtailment event, when Customer has one or more facilities out of operation, all demand above the firm demand calculated through item 5 above shall be subject to buy-through charges.

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Topographic Survey, Tennis Courts, Linn Mar Community School District, Marion, Iowa  
 HHE File No. \_\_\_\_\_

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 28, 2022 ("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:

Topographic Survey for Linn Mar Tennis Courts to be located at 4901 Alburnett Road, Marion Iowa ("Project").

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

- A. Topographic Survey
  - 1. Complete topographic survey of the Project site.
  - 2. Collect surface features (structures, paving, trees, utility fixtures, etc.) and horizontal locations of underground facilities (Design One-Call).
  - 3. Coordinate private utility locates

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, Plus Reimbursable Expenses*

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

SERVICE	FEE
A. Topographic Survey	\$1,500
<b>Estimated Expenses (Mileage, etc)</b>	<b>\$100</b>

*\*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: \_\_\_\_\_

ENGINEER:

By: Susan Forinash

Title: Survey Team Leader

Date Signed: March 28, 2022

Engineer License or Firm's Certificate  
Number: 421308857

State of: Iowa

Address for giving notices:

Linn Mar Community School District

2999 North 10<sup>th</sup> Street

Marion IA 52233

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 March 28, 2022

**Engineer's Standard Hourly Rates**

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*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	\$145/hour	\$150/hour	\$160/hour
Project Manager	\$135/hour	\$140/hour	\$150/hour
Associate Team Leader	\$110 /hour	\$120/hour	\$135/hour
Project Coordinator	\$90/hour	\$105/hour	\$120/hour
Project Engineer	\$115/hour	\$120/hour	\$135/hour
Design Engineer	\$100/hour	\$105/hour	\$115/hour
Civil Engineering Technician	\$90/hour	\$100/hour	\$110/hour
Project Landscape Architect	\$115/hour	\$120/hour	\$135/hour
Design Landscape Architect	\$100/hour	\$105/hour	\$115/hour
Landscape Architect Technician	\$90/hour	\$100/hour	\$110/hour
Project Surveyor	\$130/hour	\$135/hour	\$145/hour
Lead Field Surveyor	\$110/hour	\$120/hour	\$130/hour
Design Surveyor	\$85/hour	\$105/hour	\$120/hour
Field Surveyor	\$95/hour	-----	-----
Construction Administrator	\$115/hour	\$130/hour	\$140/hour
Construction Observer	\$90/hour	\$105/hour	\$120/hour
Administrator	\$70/hour	\$85/hour	\$100/hour
Intern	\$55/hour	\$65/hour	-----
Aerial Field Surveyor	\$135/hour		
Aerial Data Processing	\$130/hour		
Expert Witness	\$200/hour		
Traffic Data Collector	\$95/hour for staff & \$50/hour for intern		
Mileage – Personal Vehicle	\$0.58/mile		
Mileage - Company Truck	\$0.79/mile		

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 March 28, 2022

### **Special Provisions to this Agreement**

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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.



Date: 4/13/2022  
 Order Number: Q-401543  
 Revision: 2  
 Order Form Expiration Date: 4/15/2022

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
 Orders Under \$25,000.00 may pay by Credit Card:  
 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

Customer and Billing Address

Customer No.: 147198  
 Customer Name: Linn-Mar Cmty School District  
 Billing Address: 2999 N 10th St  
 Marion, IA 52302-5499

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)
Ed Options Academy Overdraft Payment	1	**	**	12

<b>Subtotal:</b>	USD 32,550.00
<b>Estimated Tax:</b>	USD 0.00
<b>Total US Funds:</b>	USD 32,550.00

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com).

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 Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

Customer Signature: \_\_\_\_\_  
 Name (Printed or Typed): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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Newsela Inc.  
500 5<sup>th</sup> Ave, FL 28  
New York, NY 10110

## Customer Agreement

### Billing Information:

Billing Frequency: Upfront in full  
Payment Terms: Net 30  
Billing Schedule: Upon license start date

**Customer Agreement No.** Q-78810  
**Newsela Sales Rep:** Frey Kebede  
**Contact Email:** frey.kebede@newsela.com  
**Offer Date:** April 20, 2022  
**Expiration Date:** June 30, 2022

**To:**  
Nathan Wear  
Linn-Mar Community School District  
2999 10Th St  
Marion, IA 52302-5499

Qty	Products/Services	List Price
1	Newsela	\$42,339.00
<b>Contract Grand Total</b>		<b>\$42,339.00</b>

\*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product breakdown underlying this quote which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela’s Terms of Use, Newsela’s Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties (“Service Contract”).

**Terms of Use:** <https://newsela.com/pages/terms-of-use/>

**Privacy Policy:** <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. The Customer’s internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).*

**Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

PO Required: No  
PO Number:  
PO Amount:

**Billing Information**

Provide the billing service representative to whom the invoice should be addressed.

**Bill-To Name:** Terri Mohler  
**Bill-To Email:** [terri.mohler@linnmar.k12.ia.us](mailto:terri.mohler@linnmar.k12.ia.us)

By initialing here, I agree that the billing details stated above are current and accurate. \_\_\_\_\_

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
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**Appendix**

School	Products/Services	License Dates
HAZEL POINT INTERMEDIATE	All Access PD Pass - School License	07/01/22 - 06/30/23
HAZEL POINT INTERMEDIATE	Newsela Social Studies	07/01/22 - 06/30/23
BOULDER PEAK INTERMEDIATE	All Access PD Pass - School License	07/01/22 - 06/30/23
BOULDER PEAK INTERMEDIATE	Newsela Social Studies	07/01/22 - 06/30/23
OAK RIDGE MIDDLE SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23

OAK RIDGE MIDDLE SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
EXCELSIOR MIDDLE SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23
EXCELSIOR MIDDLE SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
BOWMAN WOODS ELEMENTARY SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23
BOWMAN WOODS ELEMENTARY SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
ECHO HILL ELEMENTARY	All Access PD Pass - School License	07/01/22 - 06/30/23
ECHO HILL ELEMENTARY	Newsela Social Studies	07/01/22 - 06/30/23
LINN-MAR HIGH SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23
LINN-MAR HIGH SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
LINN-MAR COMMUNITY SCHOOL DISTRICT	Individual Virtual Add-On Session	07/01/22 - 06/30/23
INDIAN CREEK ELEMENTARY SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23
INDIAN CREEK ELEMENTARY SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
LINN GROVE ELEMENTARY SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23
LINN GROVE ELEMENTARY SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
NOVAK ELEMENTARY SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23
NOVAK ELEMENTARY SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
WESTFIELD ELEMENTARY SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23
WESTFIELD ELEMENTARY SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23
WILKINS ELEMENTARY SCHOOL	All Access PD Pass - School License	07/01/22 - 06/30/23
WILKINS ELEMENTARY SCHOOL	Newsela Social Studies	07/01/22 - 06/30/23