State of Iowa

Abstract of Votes

Linn County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

Linn-Mar School Director At-Large

Midhat Mansoor
Evan Langston
Received Three Thousand One Hundred and Eighty-Five (3,185) votes
Received Three Thousand Three Hundred and Eighty-Nine (3,389) votes
Received Three Thousand Four Hundred and Twenty-Seven (3,427) votes
Michael Bowling
Received Two Thousand One Hundred and Twenty (2,120) votes
Received Two Hundred and Thirty-Nine (239) votes

Total Twelve Thousand Three Hundred and Sixty (12,360) votes

We therefore declare:

Midhat Mansoor to be duly elected for the office of Linn-Mar School Director At-Large. Evan Langston to be duly elected for the office of Linn-Mar School Director At-Large. Laura Thomas to be duly elected for the office of Linn-Mar School Director At-Large.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Cedar Rapids, the county seat of Linn County, this Wednesday, November 12, 2025.

		Blaudy J. Meisheid Chairperson Kish Ry-Magunet
(Seal)		Members of the Board of Supervisors and exofficio County Board of Canvassers
	Attest:	County Auditor and Clerk of the Board of Supervisors



District Honors & Highlights

November 17, 2025

Student Highlight: Congratulations to Ally Finch for being featured as the "Student Highlight" on the district website. Ally is a Freshman and part of the Linn-Mar Marching Lions.

All-State Music Honors: Congratulations to the 88 Linn-Mar High School musicians that auditioned for a chance to perform at the 2025 All-State Music Festival. In total, 55 students were selected to perform, along with 5 alternates. All-State Band will include 13 students and 2 alternates, All-State Orchestra will include 21 string plated students and 1 alternate, and All-State Chorus will include 21 students and 2 alternates.







Bella Voce Choir Highlight: Congratulations to the LM High School Bella Voce Choir, and Director Jack Jorgensen, for being selected to perform at the 2026 Midwestern Region American Choral Directors Association Conference in Milwaukee, Wisconsin on February 27th. The Choir will also perform on February 25th at 6:30 PM at LM High School.



Echo Hill & Indian Creek Highlight: Congratulations to Echo Hill and Indian Creek elementary schools for being recognized as Project ADAM Heart Safe Schools. Project ADAM is a national initiative that helps schools prepare for cardiac emergencies through education, planning, and hands-on drills.



Second Reading of Policy Recommendations (25.11.17 Board Meeting Exhibit)

The following policies required a contact update or were tabled for additional consideration by the Policy Committee during their initial review and were approved for first reading on 10/27/25. They are now being submitted for second reading.

Policy #	Title
104.1	Equal Educational Opportunity
104.2	Section 504 Compliance
104.3	Prohibition of Discrimination & Harassment Based on Sex Per Title IX
202.1	School Board Code of Ethics

Policy Series 100 – School District Equal Educational Opportunity, Nondiscrimination, and Section 504 Compliance



Policy 104.1
Equal Educational Opportunity

The following statement is to be published in written and electronic form in the district's official documents and on the district's website.

It is the goal of the board to develop a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the district. Each student attending school will have the opportunity to use its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same educational opportunity.

The Linn-Mar Community School District does not to discriminate on the basis of race, color, national origin, sex, physical or mental ability or disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, socioeconomic status (for programs), physical attributes, genetic information, ancestry, political party preference, political belief, military status, pregnancy, or familial status in its educational programs and its employment practices. The belief in equal educational opportunity serves as a guide for the board and employees in making decisions relating to district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.

Further, the board affirms the right of all students, staff, and volunteers to be treated with respect and to be protected from intimidation, discrimination, physical harm, and harassment. In the delivery of the educational program, students will treat the employees with respect and students will receive the same in return. Employees have the best interest of the students in mind and will assist them in school-related or personal matters if they are able to do so. Students should feel free to discuss problems, whether school-related or personal, with school counselors or other employees.

Board policies, rules, and regulations affect students while they are on district property or on property within the jurisdiction of the district; while on school owned and/or operated school or chartered vehicles, while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management, and welfare of the district.

Board policy refers to the term "parents" in many policies. The term "parents" for purposes of the Linn-Mar Community School District means the legal parents, the legal guardians or custodians of a student, and students who have reached the age of majority or are otherwise considered an adult by law.

The board requires all persons, agencies, vendors, contractors, and other persons and organizations doing business with or performing services for the district to subscribe to all

applicable federal and state laws, executive orders, rules, and regulations pertaining to bullying/harassment, contract compliance, and equal opportunity.

There is a grievance procedure related to this policy. If you have questions or a grievance related to this policy, please contact the district's Nondiscrimination Coordinators.

Inquiries regarding compliance with equal educational opportunity laws and policies, including but not limited to complaints of discrimination, are directed to the Equal Employment/Nondiscrimination Coordinators by writing to:

<u>Equal Employment/Nondiscrimination Coordinator/Title IX</u>: Karla Christian, Chief Human Resources Officer 319-447-3036 / <u>kchristian@Linnmar.k1</u>2.ia.us

Nondiscrimination Coordinator:

Nathan Wear, Associate Superintendent 319-447-3028 / nathan.wear@Linnmar.k12.ia.us

<u>Special Education/Student Services Nondiscrimination Coordinator</u>: Anne Faber, Executive Director of Student Services 319-730-3663 / anne.faber@Linnmar.k12.ia.us

Address: 3556 Winslow Road, Marion, IA 52302

Fax: 319-403-8008

Inquiries regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Region VII Office of Civil Rights, US Department of Education, John C. Kluczynski Federal Building, 230 S Dearborn Street, 37th Floor, Chicago, IL 60604 / 312-730-1560 / Fax 312-730-1576 / OCR.Chicago@ed.gov Office for Civil Rights-Denver Office, US Department of Education, Cesar E. Chavez Memorial Building, 1244 Speer Boulevard, Suite 310, Denver, CO, 80204-3582 / Phone: 303-844-5695 / Fax: 303-844-4303 / TDD: 800-877-8339 / Email: OCR.Denver@ed.gov / the lowa Civil Rights Commission, 6200 Park Avenue, Suite 100, Des Moines, IA 50321-1270 / https://icrc.iowa.gov / 515-281-4121; or the lowa Department of Education, Grimes State Office Building, 400 E 14th Street, Des Moines, IA 50319 / 515-281-5294. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the district's central administrative offices and the administrative office in each attendance center.

Adopted: 11/08

Reviewed: 10/11; 5/14; 9/16; 3/23

Revised: 9/10; 4/13; 7/17; 10/17; 11/18; 6/20; 2/21; 10/23; 9/24; 9/25 Related Policy: 104.1-R; 104.1-E1-E5; 400.1

Legal Reference (Code of Iowa): §§ 216.6; 216.9; 256.11; 280.3; 281 IAC 12 IASB Reference: 102

Mandatory Policy

Policy Series 100 – School District Equal Educational Opportunity, Non-Discrimination, and Section 504 Compliance



Policy 104.2 Section 504 Compliance

It is the policy of the Board of Directors of the Linn-Mar Community School District not to discriminate against any otherwise qualified individual with a disability solely by reason of their disability in admission or access to, or treatment or employment in, any program or activity sponsored by the district.

Inquiries regarding compliance with this policy should be directed to the district's Section 504 coordinator.

Linn-Mar CSD Section 504 Coordinator:

Megan Brunscheen

Associate Director of Student Services

Address: 3556 Winslow Road, Marion, Iowa 52302

Phone: 319-447-3359 Fax: 319-403-8002

Email: megan.brunscheen@Linnmar.k12.ia.us

Inquiries can also be directed to:

Office for Civil Rights - US Department of Education

John C. Kluczynski Federal Buildina

Address: 230 S Dearborn St, 37th Floor, Chicago, IL 60604

Phone: 312-730-1560

Office for Civil Rights-Denver Office

US Department of Education

Cesar F. Chavez Memorial Building 1244 Speer Boulevard, Suite 310

Denver, CO 80204-3582 Phone: 303-844-5695 Fax: 303-844-4303

TDD: 800-877-8339

Email: OCR.Denver@ed.gov

Adopted: 1973

Reviewed: 4/13; 5/14; 9/16; 6/20; 3/23; 7/25

Revised: 9/10; 10/11; 10/23; 9/24

Related Policy: 104.2-E

Legal Reference (Code of Iowa): 216.6; 216.9; 256.11; 280.3; 281 IAC 12

Policy Series 100 – School District Equal Opportunity, Non-Discrimination, and Section 504 Compliance



Policy 104.3

Prohibition of Discrimination and Harassment Based on Sex Per Title IX

In accordance with Title IX of the *Education Amendments* Act of 1972, the Linn-Mar Community School District prohibits sex discrimination, including sexual harassment as defined by the regulations implementing Title IX (34 CFR § 106.30), against any individual participating in any education program or activity of the district. This prohibition on discrimination applies to students, employees, and applicants for employment.

<u>Sexual discrimination</u> involves treating a student or employee (including applicants for employment) unfavorably because of that person's sex, including the person's sexual orientation, transgender status, or pregnancy.

<u>Sexual harassment</u> means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- 2) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- 3) The following specific offenses as defined by federal law: sexual assault, domestic violence, dating violence, and stalking.

The board authorizes the superintendent to adopt procedures for any individual to report sexual harassment to the district's Title IX coordinators, for the provision of supportive measures to anyone who has been subjected to sexual harassment whether or not they proceed with a formal complaint under those procedures, and for the investigation and resolution of such complaints, as required by Title IX. This Title IX grievance process shall be used to respond to all complaints of sexual harassment that fall within the scope of Title IX. For complaints of sexual harassment that do not fall within the scope of Title IX, the district may still offer supportive measures to the subject of such conduct and shall apply any other policy or procedure applicable to the alleged conduct.

Any individual with questions about the district's Title IX policy and procedures, or who would like to make a report or file a formal complaint of sex discrimination or sexual harassment may contact the district's designated Title IX coordinators:

Title IX Coordinator:

Karla Christian, Chief Human Resources Officer 319-447-3036 / kchristian@Linnmar.k12.ia.us

Title IX Deputy Coordinator:

Nathan Wear, Associate Superintendent 319-447-3028 / nathan.wear@Linnmar.k12.ia.us

Address: 3556 Winslow Road, Marion, IA 52302

Fax: 319-403-8008

Retaliation against a person who made a report or complaint of sexual harassment, assisted, or participated in any manner in an investigation or resolution of a sexual harassment report or complaint is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believes they have been retaliated against in violation of this policy should immediately contact the district's Title IX coordinators.

Adopted: 9/20

Reviewed: 3/23 / Revised: 10/23; 9/24

Related Policy: 103 Series; 104 Series

Legal Reference: 20 USC § 1681 et seq; 34 CFR § 106 et seq

IASB Reference: 106
Mandatory Policy

Policy Series 200 – Board of Directors Specific Duties of the Board



Policy 202.1 School Board Code of Ethics

Board members' actions, verbal and nonverbal, reflect the attitude and the beliefs of the district. Therefore, board members must conduct themselves professionally and in a manner fitting to their position.

Each board member shall follow the code of ethics stated in this policy.

I. As a school board member I will:

- a. Listen:
- b. Respect the opinion of others;
- c. Recognize the integrity of my predecessors and associates and the merit of their work;
- d. Be motivated only by an earnest desire to serve my district and the students of my school district community in the best possible way;
- e. Not use the district or any part of the district's programs for my own personal advantage or for the advantage of my friends or supporters;
- f. Vote for a closed session of the board if the situation requires it, but I will consider "star chamber" or "secret" sessions of board members unethical;
- g. Recognize that to promise in advance of a meeting how I will vote on any proposition which is to be considered is to close my mind and agree not to think through other facts and points of view which may be presented in the meeting;
- h. Expect to spend more time in board meetings on education programs and procedures than on business details;
- Recognize that authority rests with the board in legal session and not with individual members of the board, except as authorized by law;
- j. Make no disparaging remarks, in or out of board meetings, about other members of the board or their opinions;
- k. Express my honest and most thoughtful opinions frankly in board meetings in an effort to have decisions made for the best interests of the students and the education program;
- Insist that board members participate fully in board actions and recommend that when special committees are appointed, they serve only in an investigative and advisory capacity;
- m. Abide by majority decisions of the board;
- n. Carefully consider petitions, resolutions, and complaints and will act in the best interest of the district;
- Not discuss the confidential business of the board in my home, on the street, or in my office; the place for such discussion is during board meetings; and
- p. Endeavor to keep informed on local, state, and national educational developments of significance so I may become a better board member.

II. In meeting my responsibility to the school district community I will:

- a. Consider myself a trustee of public education and will do my best to protect it, conserve it, and advance it; giving to the students of the school district community the educational facilities that are as complete and adequate as it is possible to provide;
- b. Consider it an important responsibility of the board to interpret the aims, methods, and attitudes of the district to the community;
- c. Earnestly try to interpret the needs and attitudes of the school district community and do my best to translate them into the education program of the district;
- d. Attempt to procure adequate financial support for the district;
- e. Represent the entire district rather than individual electors, patrons, or groups; and
- f. Not regard the district facilities as my own private property, but as the property of the people.

III. In my relationship with the superintendent and employees I will:

- a. Function in meeting the legal responsibility that is mine, as a part of a legislative, evaluative, policy-forming body not as an administrative officer;
- b. Recognize that it is my responsibility, together with that of my fellow board members, to see the district is properly run and not to run them myself;
- c. Expect the district to be administered by the best-trained technical and professional people it is possible to procure within the financial resources of the district;
- d. Recognize the superintendent as executive officer of the board;
- e. Work through the administrative employees of the board, not over or around them;
- f. Expect the superintendent to keep the board adequately informed through oral and written reports;
- g. Vote to employ personnel only after the recommendation of the superintendent has been received;
- h. Insist that contracts be equally binding on employees and the board;
- Give the superintendent power commensurate with the superintendent's responsibility and will not in any way interfere with, or seek to undermine, the superintendent's authority;
- j. Give the superintendent friendly counsel and advice;
- k. Present any personal criticism of employees to the superintendent; and
- I. Refer complaints to the proper administrative officer.
- m. Refer all personnel matters for employees other than the superintendent that are brought to my attention from prospective employers to the superintendent.

IV. To cooperate with other school boards I will:

- a. Not employ any personnel who are already under contract with another school district without first securing assurance from the proper authority that the person can be released from contract;
- b. Not recommend any personnel for a position in another school district unless I would employ the person under similar circumstances;

- c. Consider it unethical to pursue any procedure calculated to embarrass a neighboring board or its representatives; and
- d. Associate myself with board members of other school districts for the purpose of discussing district issues and cooperating in the improvement of the education program.

Adopted: 6/70

Reviewed: 4/13; 8/14; 9/16; 10/19; 10/22

Revised: 12/95

Legal Reference (Code of Iowa): §§ 21; 68B; 69; 277.28; 279.7A; 279.8; 301.28

IASB Reference: 204 Option II



INSPIRE LEARNING. UNLOCK POTENTIAL. EMPOWER ACHIEVEMENT.

BOARD OF DIRECTORS MINUTES OCTOBER 27, 2025

Click here for YouTube recording

100: CALL TO ORDER & DETERMINATION OF A QUORUM

The meeting of the Linn-Mar Board of Directors was called to order at 5:00 PM in the boardroom of the Educational Leadership Center (3556 Winslow Rd, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Lowe Lancaster, Mansoor, Morey, Thomas, and Walker. Administration present: Kortemeyer, Galbraith, Ramos, Wear, Faber, and Nelson. Absent: Christian.

200: ADOPTION OF AGENDA

- Motion 56.10.27

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

300: AUDIENCE COMMUNICATIONS

- 1. NellMari Barrios, LM alumni, protections for immigrant students
- 2. Annya Mari, resident, protections for immigrant students
- 3. Kat Power, teacher, LGBTQIA+ support
- 4. Iris Strong, resident, LGBTQIA+ support
- 5. Elizabeth Estling, parent, LGBTQIA+ support
- 6. Briana Clymer, LM alumni, LGBTQIA+ support
- 7. Angie Weiland, resident, LGBTQIA+ support and gun safety

400: INFORMATIONAL REPORTS

401: Review of the Fiscal Year25 Certified Annual Report – Exhibits 401.1 & 601.1 Jon Galbraith, Chief Financial/Operating Officer, reviewed the Certified Annual Report for fiscal year 2025. Information included an overview of the various funding buckets; an overview of the general fund, student activity fund, management fund, debt service fund, and the enterprise fund; information on the Public Education & Recreation Levy (PERL), Secure an Advanced Vision for Education (SAVE), and the Physical Plant & Equipment Levy (PPEL); and a review of the various capital projects, Special Education Supplement (SES); and the annual transportation data.

402: Linn County Conference Board Report

Vice President Buchholz reported that the September 19th and 25th meetings of the Linn County Conference Board included a discussion of the 44 large corporations that are appealing their tax rates, which will affect the County budget.

403: Board Visit Report

Board members shared that during their visit to Boulder Peak on September 25th they enjoyed the excitement of the student guides. The Board also loved being part of America Reads Day on October 10th and expressed thanks to the America Reads volunteers and guest readers.

404: School Improvement Advisory Committee Report

Directors Mansoor and Morey reported that during the October 9th School Improvement Advisory Committee meeting the committee reviewed the student assessment data and Conditions for Learning survey results.

405: Marion City Council Report

Director Mansoor reported that during the October 9th Marion City Council meeting several new stop signs were approved and a resolution was approved regarding a preliminary site development plan for the Linn County Rural Electric Cooperative Pole Year Expansion Project. Vice President Buchholz reported there were no topics related to the district discussed at the October 23rd Marion City Council meeting.

406: Finance/Audit Committee Report

Vice President Buchholz and Director Morey reported that during the October 17th Finance/Audit Committee meeting topics included a review of the district's bills, issuing an RFP for a demographer, certified enrollment data, the orchestra performance shell, playground assessments, and the facilities needs assessment study.

407: Policy Committee Report – Exhibit 605.1

Director Walker reported that during the October 20th Policy Committee meeting six policies from the 100 and 200 series were reviewed, along with policies 603.11 and 1001.4-R.

408: Marion Chamber Annual Meeting Report

Directors Morey, Mansoor, and Walker reported that it was great to hear how engaged the district's students are with community partnerships during the October 22nd Marion Chamber Annual Meeting.

409: Superintendent's Report – Exhibit 409.1

Superintendent Kortemeyer shared several district honors and highlights; reported on current facilities projects, reviewed her recent meeting/event participation, and thanked the guest readers, volunteer coordinators, and Angela Burke, Community Services Coordinator, for ensuring America Reads Day was a success. A reminder was also shared that school is not in session on November 3-4.

500: UNFINISHED BUSINESS

501: Second Reading of Policy Recommendations

- Motion 57.10.27

MOTION by Walker to approve the second reading of the 100 and 200 policy series and Policy 1001.4-R, as presented in Exhibit 501.1. Second by Thomas. Director Morey thanked the committee for their work. Voice vote, all ayes. Motion carried.

502: Acceptance of Substantial Completion

- Motion 58.10.27

MOTION by Buchholz to approve the substantial completion of the Linn-Mar Administration Building Project and issue final payment to Peak Construction for a total of \$168,858.40. (Exhibit 502.1) Second by Foss. Director Foss thanked the facilities team for their work. Voice vote, all ayes. Motion carried.

600: NEW BUSINESS

601: Approval of Fiscal Year 2025 Certified Annual Report - Motion 59.10.27

MOTION by Morey to approve the Certified Annual Report for fiscal year 2025 as presented in Exhibit 601.1. Second by Buchholz. Director Foss congratulated the Board on moving in a positive trajectory. Voice vote, all ayes. Motion carried.

602: Approval of Anti-Bullying/Harassment Brochures - Motion 60.10.27

MOTION by Walker to approve the anti-bullying/harassment brochures for FY26 as presented in Exhibits 602.1-2. Second by Buchholz. Director Morey requested there be a communication strategy put into place to share the brochures with parents. Director Thomas observed the difference in the level of behaviors included in both brochures and requested they be given additional consideration in the future. Voice vote, all ayes. Motion carried.

603: Approval of Open Enrollment Requests

- Motion 61.10.27

MOTION by Mansoor to approve the open enrollment requests as presented. Second by Foss. Voice vote, all ayes. Motion carried.

	Student Name	Grade	District Requested	Reason
Denied	Paulsen, Carter	2 nd	Cedar Rapids CSD	Late, no good cause
OUT	Ross, Grady	11 th	Marion Independent	Late, no good cause
	Ross, Mackinnley	9 th	Marion Independent	Late, not good cause

604: Approval of Early Graduation Requests

- Motion 62.10.27

MOTION by Thomas to approve the early graduation requests as presented. (Exhibit 604.1) Second by Walker. Director Thomas congratulated the students. Voice vote, all ayes. Motion carried.

Jax Jackson	Macy Millhollin	Zavier Walker
Emily Ketcham	Ange Pierson	

605: First Reading of Policy Recommendations

- <u>Motion 63.10.27</u>

MOTION by Thomas to approve the first reading of policies 104.1, 104.2, 104.3, and 202.1, as presented in Exhibit 605.1. Second by Walker. Voice vote, all ayes. Motion carried.

<u>606: Approval of Architect for Facilities Assessment Study</u> – Exhibits 606.1a-b Chief Financial/Operating Officer Jonathan Galbraith and members of the Selection Committee shared an overview of the facilities assessment request for proposal process.

MOTION by Foss to approve OPN Architects as the selected firm to conduct a district-wide facilities assessment study for a lump sum of \$280,000. Second by Buchholz. Directors Morey and Thomas shared concerns. Director Walker stated she trusted the district process. Director Foss thanked the Selection Committee for their efforts. Voice vote. Ayes: Buchholz, Foss, Mansoor, Walker, Thomas, and Lowe Lancaster. Nay:

Morey. Motion carried.

— Motion 64.10.27

607: Approval of Demographer for Demographic Study — *Motion 65.10.27*

MOTION by Morey to approve RSP & Associates to conduct a district-wide enrollment projection analysis for a fee of \$27,000. (Exhibit 607.1) Second by Mansoor. Directors Foss and Morey shared words of support. Director Thomas shared concerns about the generality of the deliverables. Voice vote, all ayes. Motion carried.

608: Approval of Orchestra Shell Bid - Exhibit 608.1

Jonathan Galbraith, Chief Financial/Operating Officer, provided an overview of the bids received for the orchestra shell for the new performance venue, clarified that the motion tonight was for approval of the bid only, that the contract would be approved at the next board meeting, and the lead time for the project is approximately six months.

MOTION by Buchholz to approve the bid from Wenger Corporation for the orchestra shell for the new performance venue for a base bid of \$581,494.86. Second by Walker. Director Foss thanked Jon Galbraith, CFO/COO, for his work on this project. Voice vote, all ayes. Motion carried.

— *Motion 66.10.27*

700: CONSENT AGENDA

- <u>Motion 67.10.27</u>

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

701: Personnel

Classified Staff: Assignments/Reassignments/Transfers

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Name	Assignment	Dept Action	Salary Placement		
Feldkamp, Judith	TR: Bus Rider	10/27/25	Step 1		
Fogle, Natalie	BW: Student Support Associate	9/21/25	LMSEAA A, Step 1		
Kirby-Creveling, Becky	BP: Student Support Associate	10/19/25	LMSEAA A, Step 1		
Kruger, Nicholas	O&M: Certified Maintenance	10/5/25	LMSA F+4.00, Step 1		
Kuennen, Liebana	BW: Student Support Associate	10/1/25	LMSEAA A, Step 1		

Name	Assignment	Dept Action	Salary Placement
Lantermans, Jill	NE: From Counselor Secretary to Bldg Secretary	10/20/25	LMSEAA C, Step 14
Leigh-Williams, April	WE: Student Support Associate	10/5/25	LMSEAA A, Step 1
Limkemann, Margaret	NS: HS General Help from 4.5 to 5.5 hrs/day	9/21/25	Same
Miller, James	EX: Student Support Associate	9/21/25	LMSEAA A, Step 1
Northland Garay, Melanie	HS: Bookkeeper	11/3/25	\$21.00/hour
Parke, Bryce	O&M: Athletic Grounds/Facilities Specialist	10/5/25	\$24.00/hour
Wenger, Sara	TR: Regular Sub Bus Driver	10/5/25	Step 1

Classified Staff: Resignations

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Name	Assignment	Dept Action	Reason			
Carpenter, Dan	TR: Bus Driver	9/25/25	Terminated			
Hoyer, Sharon	NS: OR Cashier/General Help	9/30/25	Personal			
Johnson, Meredith	NE: Building Secretary	10/17/25	Personal			
Leason, Julie	NS: BW General Help	10/30/25	Personal			
Meis, Olivia	WF: Student Support Associate	10/1/25	Personal			
Mims, Tammy	NS: HP General Help/Cashier	10/6/25	Terminated			
Noya, Rhiana	TR: Bus Rider	9/18/25	Personal			
White, Timothy	BP: Student Support Associate	10/8/25	Terminated			

Co/Extra-Curricular Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Handke, Josh	LMHS: Head 10 th Gr Boys Basketball Coach	11/16/25	\$4,698
Hester, Kathryn	LMHS: VOICE Sponsor	8/25/25	\$1,957
Rickels, Jennie	OR: Assistant Girls Swim Coach	10/14/25	\$3,132
Steffen, Jayden	LMHS: From Asst to Head Varsity Girls Swim Coach	9/8/25	\$4,369.86
Streff, Anna	LMHS: From Asst to Head JV1 Softball Coach	5/3/26	\$4,698
Warren, Brenda	LMHS: 9 th Gr Speech Coach	9/30/25	\$2,740
Williams, Melissa	LMHS: Assistant Girls Varsity Swim Coach	9/9/25	\$2,280.76

Co/Extra-Curricular Staff: Resignations

Name	Assignment	Dept Action	Reason
D'Camp, Sarah	LMHS: VOICE Sponsor	8/24/25	Personal
Gangestad, Sam	LMHS: Head 9 th /10 th Gr Softball Coach	10/2/25	Personal

702: Approval of September 22nd Board Minutes – Exhibit 702.1

703: Approval of Bills/Warrants – Exhibit 703.1

704: Approval of Contracts/Agreements - Exhibits 704.1-11

- 1. McComas-Lacina Construction change order #12 for LMHS performance venue
- 2. TotalScapes, Inc., estimate for Wilkins playground retaining wall
- 3. Pitney Bowes lease renewal for district postage meter
- 4. CrisisGo three-year renewal for crisis preparation/response platform
- 5. Edmentum renewal for Apex Learning courses and Clever SIS integration
- 6. Northwestern College student teaching agreement for LM High School
- 7. Northwestern College student teaching agreement for Boulder Peak Intermediate
- 8. Midwest Designs (Paige Eby) commercial licensing agreement
- 9. Operation Imprint (Kaitlin Hankins) commercial licensing agreement

- 10. Jennifer Loeb independent contractor agreement-guest speaker for Venture
- 11. Orchestra Iowa Ensembles & Visiting Artists in the Schools agreement

705: Overnight Trip Requests – Exhibits 705.1-3

- 1. FBLA to attend fall leadership conference in Des Moines (10/26-27/25)
- 2. Wrestling to attend tournament in Ankeny (1/16-17/26)
- 3. Swim Team to visit US Olympic Training Center in Colorado Springs (6/15-22/26)

706: Fundraising Requests – Exhibits 706.1-4

- 1. LMHS Softball to host youth camps to raise funds for nets and equipment
- 2. FCCLA to host glitter hair strands sales to support student-led outreach events
- 3. FCCLA to host gelato/ice cream sales to support student-led outreach events
- 4. FCCLA to host coffee/baked goods sales to support student-led outreach events

707: Informational Financial Reports – Exhibits 707.1-2

- 1. School Finance and Cash Balance Reports for July 2024
- 2. School Finance and Cash Balance Reports for July 2025

800: BOARD CALENDAR & COMMUNICATIONS

President Lowe Lancaster reviewed the calendar, requested volunteers for the November Marion City Council meetings, and shared a reminder of the school board elections on November 4th.

801: Board Calendar & Communications

Date	Time	Event	Location
October 30	8:45 AM	Board Visit	LM High School
Date	Time	Event	Location
November 3	ì	No School (Professional Day)	
November 4		No School (Professional Day)	
November 4		City/School Election Day	
November 6	5:30 PM	Marion City Council (Buchholz)	City Hall
November 13	8:30 AM	Finance/Audit Committee (F/AC)	Boardroom
November 13	4:00 PM	Venture Academics Advisory	EEC Room 104/105
November 17	5:00 PM	LMCSD Board of Directors Annual & Organizational Meetings	Boardroom
November 19-21	ł	IASB BoardCon Annual Convention	Des Moines
November 19	6:00 PM	UEN Annual Dinner	Des Moines
November 20	5:30 PM	Marion City Council (Lowe Lancaster)	City Hall
November 26		No School (Teacher Comp Day)	
November 27-28		No School (Thanksgiving Break)	

802: Board Committees/Advisories

Required Board Committees/Advisories

Committee/Advisory	Board Representatives
Finance/Audit Committee (F/AC)	Buchholz, Foss, Morey
Policy Committee	Lowe Lancaster, Thomas, Walker
Career & Technical Education Advisory (CTE)	Mansoor, Morey, Thomas
School Improvement Advisory Committee (SIAC)	Lowe Lancaster, Mansoor, Morey

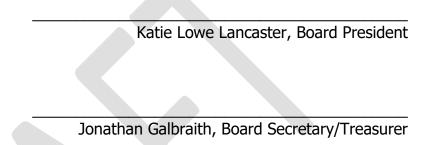
Additional District Committees/Advisories

Committee/Advisory	Board Representatives
Facilities Advisory Committee	Foss, Mansoor, Morey
Venture Academics Advisory (VAA)	Morey, Walker
LMHS School Counselors Advisory	Mansoor, Walker
MEDCO Community Promise Advisory	Buchholz
Linn County Conference Board	Buchholz
Legislative Liaisons	Foss, Thomas

900: ADJOURNMENT

- <u>Motion 68.10.27</u>

MOTION by Buchholz to adjourn the meeting at 7:06 PM. Second by Morey. Voice vote, all ayes. Motion carried.



IA- Warrants Paid Listing	22	<u>Criteria</u>
Fiscal Year: 2025-2026	Date Range:	10/23/2025 - 11/12/2025
Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
COMMIT ANALYTICS INC	DUES AND FEES	\$1,990.00
DUBUQUE AREA SWIMMIN' HURRICANES	DUES AND FEES	\$62.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,421.32
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$72.55
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$310.19
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$72.55
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$310.19
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$51.66
IOWA SWIMMING INC	DUES AND FEES	\$50.00
SCHOOL OUTFITTERS	GENERAL SUPPLIES	\$1,540.58
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$35.78
	Fund T	otal: \$8,916.82
Fund: DEBT SERVICE	Tuna 1	σται. ψο,510.02
UMB BANK, N.A.	INTEREST	\$999,450.00
	Fund T	otal: \$999,450.00
Fund: GENERAL		, , , , , , , , , , , , , , , , , , ,
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL SERVICES	\$3,833.33
ACCURATE TRANSLATION BUREAU	Professional Educational Services	\$108.00
ACME TOOLS	INSTRUCTIONAL SUPPLIES	\$99.00
ADVANCE AUTO PARTS	TRANSP. PARTS	\$27.54
AGVANTAGE FS	PROPANE	\$2,978.69
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$6,796.00
ALLEN JOHN	PROF SERV: EDUCATION	\$300.00
ALLIANT ENERGY	ELECTRICITY	\$124,095.24
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$111.43
ASCENDANCE TRUCKS EASTERN IOWA LL	C TRANSP. PARTS	\$118.40
ASIFLEX	OTHER PROFESSIONAL SERVICES	\$708.50
ATLANTIC COCA-COLA	GENERAL SUPPLIES	\$404.12
В & Н РНОТО	EQUIPMENT >\$5,000	\$8,000.00
BERGGREN ELIZABETH	STAFF TRAVEL	\$125.00
BUCHHOLZ CHAD	STAFF TRAVEL	\$129.50
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$629.82
BURGESS GAYLA	STAFF TRAVEL	\$12.00
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$1,299.85
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$11,637.65
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$139.29
CEDAR RAPIDS WINSUPPLY PLUMBING CO	O HEAT/PLUMBING SUPPLY	\$1,788.09
CENGAGE LEARNING	TEXTBOOKS	\$1,294.39
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$1,067.50
CERWICK BRENDA	Professional Educational Services	\$570.00
CHURCH KATHRYN	STAFF TRAVEL	\$6.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$182.80
CITY OF MARION.	OTHER PROFESSIONAL SERVICES	\$4,590.00

2025.3.08

Page:

10:18:08 AM CST Report: rptIAChecksPaidListing

Printed: 11/12/2025

IA- Warrants Paid Listing Criteria

Date Range: 10/23/2025 - 11/12/2025 Fiscal Year: 2025-2026 Vendor Name Description Check Total COLLECTION **EE LIAB-GARNISHMENTS** \$368.87 CONSTELLATION NEWENERGY NATURAL GAS \$702.51 CR/LC SOLID WASTE AGENCY **GROUNDS UPKEEP** \$115.00 CRISIS PREVENTION INSTITUTE INC Professional Educational Services \$23,495.00 **CULLIGAN GENERAL SUPPLIES** \$528.95 D & K PRODUCTS **GROUNDS UPKEEP** \$270.00 D'CAMP SARAH STAFF TRAVEL \$19.00 DAKTRONICS, INC **GENERAL SUPPLIES** \$4,700.00 DB ACOUSTICS INC **INSTRUCTIONAL SUPPLIES** \$1,745.28 **DELTA DENTAL OF IOWA ER LIAB-DENTAL INS** \$49,249.37 **DENNY AMANDA** OTHER PROFESSIONAL SERVICES \$400.00 **DENNY AMANDA** PROF SERV: EDUCATION \$400.00 **DEVRIES JOSHUA** Professional Educational Services \$1,100.00 EDMENTUM, INC **INSTRUCTIONAL SUPPLIES** \$45,593.87 EMPLOYEE RESOURCE SYSTEMS, INC OTHER PROFESSIONAL SERVICES \$4,112.64 **EMSLRC INSTRUCTIONAL SUPPLIES** \$42.50 F & B CAB CO., INC TRANSP PRIVATE CONT \$2,872.50 **FABER ANNE** STAFF TRAVEL \$333.40 **FANGMAN COLLEEN** STAFF TRAVEL \$134.00 **FAREWAY STORES INSTRUCTIONAL SUPPLIES** \$126.26 EE LIAB-DIR DEP NET PAY FARMERS STATE BANK \$514,423.96 FREIBURGER VICKI STAFF TRAVEL \$53.70 **GALBRAITH JON** STAFF TRAVEL \$154.00 STAFF TRAVEL **GALBREATH SHANNON** \$19.25 **GAPSTUR MICHELLE** STAFF TRAVEL \$124.70 GASWAY CO, JP **GENERAL SUPPLIES** \$36,295.37 **GAZETTE COMMUNICATIONS INC ADVERTISING** \$842.27 GOODWILL OF THE HEARTLAND PROF SERV: EDUCATION \$10,431.00 **GRAINGER GENERAL SUPPLIES** \$312.29 **GRANT WOOD AEA ADVERTISING** \$66.75 **GRANT WOOD AEA AEA FLOW THRU** \$216,233.20 \$67,209.78 **GRANT WOOD AEA COMPUTER SOFTWARE GRANT WOOD AEA GENERAL SUPPLIES** \$328.63 **GRANT WOOD AEA INSTRUCTIONAL SUPPLIES** \$3,380.64 GREENWOOD CLEANING SYSTEMS MAINTENANCE SUPPLIES \$3,165.64 H2I GROUP REPAIR/MAINT SERVICE \$1,250.00 HAVEL NATALEE STAFF TRAVEL \$27.60 HAWKEYE ENVIRONMENTAL OTHER PROFESSIONAL SERVICES \$340.00 HAWKEYE FIRE & SAFETY COMPANY TRANSP. PARTS \$122.40 HAYES BETH STAFF TRAVEL \$93.90 HENDRICKSON TYLER Professional Educational Services \$292.50 STAFF TRAVEL \$19.00 HICKS JESSIE INTERNAL REVENUE SERVICE-9343 EE LIAB-MEDICARE \$9,535.55 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$40,772.08 INTERNAL REVENUE SERVICE-9343 **ER LIAB-MEDICARE** \$9,535.55

Date Range:

10/23/2025 - 11/12/2025

Criteria IA- Warrants Paid Listing

Fiscal Year: 2025-2026 Vendor Name Description Check Total **INTERNAL REVENUE SERVICE-9343 ER LIAB-SOC SEC** \$40,772.08 **INTERNAL REVENUE SERVICE-9343** FEDERAL INCOME TAX WITHHOLDING \$27,580.75 INTERSTATE POWER SYSTEMS TRANSP. PARTS \$498.32 IOWA COMMUNICATIONS NETWORK **INTERNET** \$11.08 IOWA DEPT OF NATURAL RESOURCES **DUES AND FEES** \$115.00 IOWA HIGH SCHOOL MUSIC ASSOC **DUES AND FEES** \$1,790.00 **ISFIS** OTHER PROFESSIONAL SERVICES \$65.00 **ISFIS** PROF SERV: EDUCATION \$95.00 IXL LEARNING INC **INSTRUCTIONAL SUPPLIES** \$6,787.50 JENNIFER LOEB PROF SERV: EDUCATION \$300.00 JOHNSTONE SUPPLY HEAT/PLUMBING SUPPLY \$86.00 K-12 TECHNOLOGY GROUP INC **TELEPHONE** \$742.55 KIRKWOOD COMM COLLEGE Professional Educational Services \$23,527.86 KIRKWOOD COMM COLLEGE **TUITION-COMM COLLEGE** \$366,052.97 STAFF TRAVEL LANG CHAD \$29.50 LAWSON PRODUCTS, INC TRANSP. PARTS \$173.47 LINN CO-OP OIL DIESEL \$10,724.00 LINN CO-OP OIL **GASOLINE** \$5,182.00 LINN COUNTY REC **ELECTRICITY** \$41,006.21 LITERATI, INC LIBRARY BOOKS \$1,253.14 TRANSP PRIVATE CONT LONG KIMBERLY H \$894.62 LUCK'S MUSIC LIBRARY INSTRUCTIONAL SUPPLIES \$278.24 MARION IRON CO. **INSTRUCTIONAL SUPPLIES** \$157.50 MARION WATER DEPT WATER/SEWER \$15,316.67 MCMASTER-CARR **GENERAL SUPPLIES** \$191.47 MCMASTER-CARR **INSTRUCTIONAL SUPPLIES** \$96.01 **MEDCO DUES AND FEES** \$1,750.00 **MENARDS -13127 GENERAL SUPPLIES** \$952.33 **MENARDS -13127 INSTRUCTIONAL SUPPLIES** \$235.77 **MENARDS -13127** SHOP TOOLS/EQUIPMENT \$195.35 MHC Kenworth Cedar Rapids TRANSP, PARTS \$1,939.36 MID AMERICAN ENERGY NATURAL GAS \$1,865.53 MIDWEST BUS PARTS, INC TRANSP. PARTS \$1,092.73 TRANSP. PARTS MIDWEST WHEEL \$155.57 SHOP TOOLS/EQUIPMENT NAPA AUTO PARTS (GPC) \$30.27 NAPA AUTO PARTS (GPC) TRANSP. PARTS \$116.49 ORKIN PEST CONTROL OTHER PROFESSIONAL SERVICES \$513.15 OTTMAR ALYSSA Professional Educational Services \$750.00 P & K MIDWEST **GROUNDS UPKEEP** \$207.65 PARTS TOWN, LLC **GENERAL SUPPLIES** \$143.69 PEPPER J.W. & SON, INC **GENERAL SUPPLIES** \$715.19 PEPPER J.W. & SON, INC **INSTRUCTIONAL SUPPLIES** \$239.99 PERFORMANCE FOODSERVICE - CEDAR **INSTRUCTIONAL SUPPLIES** \$113.06 **RAPIDS** PFEIL ANGELA STAFF TRAVEL \$23.80 PFEIL REBEKAH STAFF TRAVEL \$6.90

 IA- Warrants Paid Listing
 Criteria

 Date Range:
 10/23/2025 - 11/12/2025

Fiscal Year:	2025-2026
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Vendor Name	Description	Check Total
PIRNAT MICHAELA	STAFF TRAVEL	\$47.45
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$245.70
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$32.00
POLAR ELECTRO INC	INSTRUCTIONAL SUPPLIES	\$500.00
POOL TECH, A WGHK INC, COMPANY	MAINTENANCE SUPPLIES	\$730.00
PUSH-PEDAL-PULL	EQUIPMENT REPAIR	\$978.74
PUSH-PEDAL-PULL	INSTRUCTIONAL SUPPLIES	\$635.00
RAFSON EMILY	Professional Educational Services	\$1,500.00
RAPTOR TECHNOLOGIES LLC	INSTRUCTIONAL SUPPLIES	\$2,271.00
RAUSCH ERICA	STAFF TRAVEL	\$36.05
RELAYHUB LLC	DATA PROCESSING AND	\$8,528.69
RISER INC	OTHER PROFESSIONAL SERVICES	\$3,900.00
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$567.58
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$82.00
SCHOLASTIC BOOK FAIR INC	LIBRARY BOOKS	\$6,082.37
SCHOOL BUS SALES	TRANSP. PARTS	\$1,446.98
SCHOOL HEALTH CORP	GENERAL SUPPLIES	\$754.86
SCHOOL SPECIALTY LLC	INSTRUCTIONAL SUPPLIES	\$49.95
SCHOOL SYSTEMS LLC	INSTRUCTIONAL SUPPLIES	\$1,000.00
SCHULT BARBARA	STAFF TRAVEL	\$173.95
SCHULTZ STRINGS INC	Professional Educational Services	\$1,050.00
SEYMOUR RYLEY	STAFF TRAVEL	\$50.05
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$697.00
TOWNS KATHRYN	STAFF TRAVEL	\$90.00
TRANSPORTANT INC	SHOP TOOLS/EQUIPMENT	\$3,445.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$13,322.06
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS/MAINTENANCE	\$1,691.10
TYLER BUSINESS FORMS	GENERAL SUPPLIES	\$653.44
UNITY SCHOOL BUS PARTS, INC	TRANSP. PARTS	\$417.94
VAN METER CO	ELECTRICAL SUPPLY	\$699.61
VERIZON WIRELESS	TELEPHONE	\$1,397.25
WALTER RACHEL	Professional Educational Services	\$1,347.50
WEBER COMMUNICATIONS INC	OTHER PROFESSIONAL SERVICES	\$300.00
WEGMANN DEB	STAFF TRAVEL	\$129.50
WENDLING QUARRIES	GROUNDS UPKEEP	\$687.42
WEST MUSIC CO	EQUIPMENT REPAIR	\$370.82
WEST MUSIC CO	Foundation EEEG - Instructional Supplies	\$5,000.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$5,104.36
WINDSTAR LINES	STAFF TRAVEL	\$751.90
XELLO INC.	COMPUTER SOFTWARE	\$17,608.75
ZAHRADNIK MADDISON	STAFF TRAVEL	\$53.00
ZANER BLOSER	INSTRUCTIONAL SUPPLIES	\$5,346.60
	Fund Tot	al: \$1,867,000.44

Fund: LOCAL OPT SALES TAX

MCCOMAS LACINA CONSTRUCTION LC CONSTRUCTION SERV \$2,907,063.77

	Varrants Paid Listing		<u>riteria</u> 2/22/2025 44/42/202
iscal	Year: 2025-2026	Date Range: 10	0/23/2025 - 11/12/202
	Vendor Name	Description	Check Total
	OPN ARCHITECTS, INC.	ARCHITECT	\$218,256.42
		Fund Total:	\$3,125,320.19
und:	MANAGEMENT LEVY		
	EMC INSURANCE	Professional Liablity/Errors & Omissions	\$2,927.60
	EMC INSURANCE	Vehicle Insurance	\$1,000.00
	TRUENORTH COMPANIES, LC	Vehicle Insurance	\$5,509.00
	AULTRITION OF DIVIOES	Fund Total:	\$9,436.60
·una:	NUTRITION SERVICES	VEHIOLE DEDAID	0405.00
	ANCHOR FRAME & AXLE	VEHICLE REPAIR	\$105.00
	ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$30,538.02
	ARNOLD MOTOR SUPPLY	VEHICLE REPAIR	\$7.95
	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$8,917.60
	EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$4,266.97
	FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$67,041.22
	FISH STACY	STAFF TRAVEL	\$120.00
	GREENWALDT JASON	UNEARNED REVENUE	\$47.70
	INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,252.79
	INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$5,356.77
	INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,252.79
	INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$5,356.77
	INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$2,878.99
	LYNCH FORD	VEHICLE REPAIR	\$9.18
	MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$63,049.10
	MURAMREDDY SILPA	GENERAL SUPPLIES	\$45.00
	PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$8,721.85
	PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$86,281.33
	RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$272.58
	SCHOOL NUTRITION ASSOCIATION	DUES AND FEES	\$193.00
	SEVERIN BOUAPHAN	GENERAL SUPPLIES	\$39.99
	TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1,615.74
	WASTE KIMBERLY	GENERAL SUPPLIES	\$45.00
	DINARI ANTA FOLISIA	Fund Total:	\$287,415.34
und:	PHY PLANT & EQ LEVY B & H PHOTO	EQUIPMENT >\$5,000	¢2 652 60
	BIG RIGGER BUILDERS INC	• •	\$8,653.60 \$14,345.78
	BSN SPORTS	VEHICLE REPAIR > \$2500	\$14,345.78 \$1,571.20
	DRYSPACE INC	GENERAL SUPPLIES CONSTRUCTION SERV	\$1,571.20 \$36,666,05
		FACILITY RENTAL	\$36,666.05 \$3,675,00
	EMPOWERED PROPERTIES, LLC		\$3,675.00 \$2,430.45
	HALL & HALL ENGINEERS INC	ARCHITECT CONSTRUCTION SERV	\$2,439.45
	PRECISION DRYWALL INC	CONSTRUCTION SERV	\$7,800.00
	PROFESSIONAL PLUMBING SERVICE, INC STAR FOOD SERVICE EQUIPMENT	CONSTRUCTION SERV	\$447.50
	- 1 / D - 1 / 1 1 C - D / / / C - L /	CONSTRUCTION SERV	\$1,018.40

IA- Warrants Paid Listing			teria
Fiscal Year: 2025-2026		Date Range: 10/	/23/2025 - 11/12/202
Vendor Name	Description		Check Total
WALSH DOOR & HARDWARE	CONSTRUCTION SERV		\$5,120.00
		Fund Total:	\$108,724.98
Fund: PUB ED & REC LEVY			, ,
GAMETIME	CONSTRUCTION SERV		\$182,252.00
		Fund Total:	\$182,252.00
Fund: STUDENT ACTIVITY			, , , , , , , , , , , , , , , , , , , ,
AHK CHOREOGRAPHY	GENERAL SUPPLIES		\$120.00
ANDYMARK, INC	GENERAL SUPPLIES		\$524.18
APPLE COMPUTER INC	GENERAL SUPPLIES		\$329.00
APRIL JAMES	PROF SERV: EDUCATION		\$4,500.00
BARKER CALEB	STAFF TRAVEL		\$52.00
BB CHOREO LLC	GENERAL SUPPLIES		\$517.12
BSN SPORTS	GENERAL SUPPLIES		\$321.00
CB COMPANIES LLC dba LIMITLESS IMPRINTS	GENERAL SUPPLIES		\$3,461.90
CEDAR RAPIDS COMM SCH DIST	DUES AND FEES		\$210.00
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES		\$640.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES		\$470.00
CITYWIDE CLEANERS	PROF SERV: EDUCATION		\$1,177.91
CLEVELAND STACY	OFFICIAL/JUDGE		\$130.00
CONCORD THEATRICALS	GENERAL SUPPLIES		\$18.30
CONDON MICHAEL J	OFFICIAL/JUDGE		\$135.00
COPYWORKS	GENERAL SUPPLIES		\$253.70
COTTON GALLERY LTD.	GENERAL SUPPLIES		\$1,096.66
CRAWFORD GREG	OFFICIAL/JUDGE		\$375.00
DAYTON CHARLES	OFFICIAL/JUDGE		\$30.00
DB ACOUSTICS INC	GENERAL SUPPLIES		\$1,745.28
FAREWAY STORES	GENERAL SUPPLIES		\$81.34
FECHNER CHRIS	STAFF TRAVEL		\$91.00
GWARTREY BUCKY	OFFICIAL/JUDGE		\$120.00
HAARS COREY	OFFICIAL/JUDGE		\$125.00
HAMMES DANIEL	STAFF TRAVEL		\$292.00
HEUBNER SERINITY	OFFICIAL/JUDGE		\$130.00
HUNTERS RIDGE GOLF COURSE	GENERAL SUPPLIES		\$1,194.00
IOWA HIGH SCHOOL SPEECH ASSOC	DUES AND FEES		\$100.00
IOWA HS BASEBALL COACHES ASSN	DUES AND FEES		\$38.00
IOWA YOUTH SYMPOSIUM	DUES AND FEES		\$510.00
IPROMOTEU.COM INC	GENERAL SUPPLIES		\$5,245.08
LIBERTY HIGH SCHOOL	DUES AND FEES		\$1,200.00
MARSHALLTOWN HIGH SCHOOL	DUES AND FEES		\$45.00
MEDCO SUPPLY	GENERAL SUPPLIES		\$170.29
MENARDS -13127	GENERAL SUPPLIES		\$545.43
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES		\$386.00
PANTINI ANDY	OFFICIAL/JUDGE		\$125.00
RASTETTER KELSEY	STAFF TRAVEL		\$34.00
SAVILLE SCOTT	OFFICIAL/JUDGE		\$30.00

IA- Warrants Paid Listing		<u>C</u>	<u>Criteria</u>
Fiscal Year: 2025-2026		Date Range: 1	0/23/2025 - 11/12/2025
Vendor Name	Description		Check Total
SIEREN RANDY	OFFICIAL/JUDGE		\$125.00
STAGE PARTNERS	GENERAL SUPPLIES		\$216.00
STUDIO U PHOTOGRAPHY, LLC	GENERAL SUPPLIES		\$660.00
TRIHEX ATHLETIC APPAREL	GENERAL SUPPLIES		\$599.20
WESTCOM WIRELESS INC	GENERAL SUPPLIES		\$533.19
WINDSTAR LINES	STAFF TRAVEL		\$1,534.70
		Fund Total:	\$30,237.28
Fund: STUDENT STORE			
L2 BRANDS LLC	GENERAL SUPPLIES		\$1,954.11
		Fund Total:	\$1,954.11
		. una rotan	Ψ.,30

End of Report

Grand Total:

\$6,620,707.76

 Printed:
 11/12/2025
 10:18:08 AM CST
 Report:
 rptIAChecksPaidListing
 2025.3.08
 Page:
 7



Exhibit 704.1

RENEWAL QUOTE

QUOTE # 1528200-1 DATE: OCTOBER 27, 2025

IXL Learning 777 Mariners Island Blvd., Suite 600 San Mateo, CA 94404

TO:

Nathan Wear Linn - Mar Community School District 3556 Winslow Road Marion, IA 52302

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Macon Tobin	A17-1831739	December 12, 2025 - December 11, 2028	December 12, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license, including:			
Grades K-12 Subjects: Math and ELA	50	\$56.25	\$2,812.50
Grades K-12 Subject: Math	50	\$39.75	\$1,987.50
Grades K-12 Subject: ELA	50	\$39.75	\$1,987.50
		Total Price	\$6,787.50

	TOTALS
\$6,787.50	Total Subscriptions List Price
\$6,787.50	Grand Total

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1528200-1. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT

CONTRACT #1528200-1 October 27, 2025

IXL Learning 777 Mariners Island Blvd., Suite 600 San Mateo, CA 94404

CUSTOMER

Nathan Wear Linn - Mar Community School District 3556 Winslow Road Marion, IA 52302

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Macon Tobin	A17-1831739	1528200-1	December 12, 2025 - December 11, 2028

PAYMENT PLAN

Amount	Invoice date
\$6,787.50	December 26, 2025
TOTAL	\$6,787.50

Price valid until December 12, 2025

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:			
AUTHORIZED SIGNATURE		DATE	
	Katie Lowe Lancaster, Board President		



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

- 1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
- 2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to: IXL Learning 777 Mariners Island Blvd., Suite 600 San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

- 3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
- 4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

- 5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
- 6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

 a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL
 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED
 WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
 b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract: Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com Completed sales contracts should be emailed to your sales consultant.



THIS AGREEMENT, made and entered this <u>28</u> day of <u>0...</u> 2025, by and between the CITY OF MARION, a municipal corporation of the State of lowa, hereinafter referred to as "City," and the LINN-MAR COMMUNITY SCHOOL DISTRICT hereinafter referred to as "District" for services hereinafter described. Together the City and the District shall collectively be referred to as "the parties" or singularly as "party".

WHEREAS, the City will be undergoing construction on their facility where they hold their regular meetings; and

WHEREAS, the City's facility will be unavailable as a meeting location for several regular meetings in December 2025 through February 2026; and

WHEREAS, the District has agreed to allow the City to host its regular meetings at the Linn-Mar Educational Leadership Center (ELC) located at 3556 Winslow Rd, Marion, lowa as follows:

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Meeting Dates</u>: The District agrees that the City may host its regular meetings in the ELC Boardroom and/or the Board Conference Room on the following dates:
 - a. December 2, 2025
 - b. December 4, 2025
 - c. December 9, 2025
 - d. December 16, 2025
 - e. December 18, 2025
 - f. January 6, 2026
 - g. January 8, 2026
 - h. January 13, 2026
 - i. January 20, 2026
 - j. January 22, 2026
 - k. February 3, 2026
 - I. February 5, 2026
 - m. February 10, 2026
 - n. February 17, 2026
 - o. February 19, 2026

The parties may agree to additional dates and times that do not conflict with District meetings and events.

- 2. <u>Duties of the District</u>: The District agrees to perform the following duties:
 - Make the ELC Boardroom and/or Board Conference Room available to the City and the general public on the above dates for the duration of the City's meetings;
 - b. Ensure that there is access to public restrooms; and
 - c. Work with the City's IT Department to ensure that the facilities are ready to accommodate the City's technology needs.

3. Duties of the City:

- The City shall follow all relevant policies of the District during such times as they are using the ELC Boardroom and/or Board Conference Room;
- b. Ensure that the City has proper insurance coverage for the use of the District's facilities; and
- c. Ensure that the ELC Boardroom, Board Conference Room, public restrooms, and lobby are left in the same condition as they were at the start of any of the City's meetings.
- 4. <u>Indemnification and Hold Harmless</u>: The Parties each agree to indemnify and hold harmless the other party and its officers, agents, and employees from all loss, liability, claims, or expenses (including reasonable attorneys' fees) arising out of negligent or intentional acts or error or omission of said indemnifying party, its agents, servants, or employees in the performance of services under this agreement, whether direct or indirect, except that the indemnifying party shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the indemnified party or any of its officers, agents, or employees.
- 5. The contact person for each party shall be:
 - a. For the City:

Ryan Waller, City Manager 1225 6th Ave Marion IA 52302 rwaller@cityofmarion.org 319-743-6301 b. Linn-Mar:

Amy Kortemeyer, Superintendent 3556 Winslow Road Marion IA 52302 amy.kortemeyer@linnmar.k12.ia.us 319-447-3001

- 6. <u>Termination</u>: Either party may terminate this Agreement at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
- 8. <u>Non-Discrimination</u>: The Service Provider contractually agrees to administer all functions pursuant to this Agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity, or gender expression.
- 9. Governing Law and Jurisdiction: The Parties agree that this Agreement is governed by the laws of the State of Iowa, and that the 6th Judicial District of the State of Iowa shall have exclusive jurisdiction over any claim or claims arising out of or related to this Agreement.
- 10. <u>Amendment</u>: This Agreement may be amended in writing by mutual agreement of the City and the District.
- 11. <u>Severability</u>: The Parties intend and agree that if any provision of this Agreement or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Agreement shall remain in full force and effect.
- 12. <u>Assignment</u>: This Agreement shall not be assigned without the prior written consent of the Parties.
- 13. <u>Entire Agreement</u>: This Agreement shall constitute the entire agreement of the Parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein. All prior agreements, understandings, and discussions are hereby superseded by this Agreement
- 14. <u>Term</u>: This Contract, unless amended as provided herein, shall be in effect until March 1, 2026.
- 15. <u>Waiver</u>: Waiver of any provision of this agreement shall neither be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect, nor shall any waiver be deemed to constitute a waiver of any other provision, whether or not similar.

IN WITNESS WHEREOF, the Parties to this Agreement have set their hands on the day and year first written above.

CITY OF MARION		
By: Ryan Waller, City Manager		
Attest: Racuel Bolende		
Rachel Bolender, City Clerk		
LINN-MAR COMMUNITY SCHOOL DISTRICT		
By: Amy Kortemeyer, Superintendent		
Ву:		
Katie Lowe Lancaster, Board President		



Change Order

PROJECT: (Name and address)
Linn-Mar CSD 2024-25 Excelsior Roof

Improvements 3555 10th Street Marion, IA 52302

OWNER: (Name and address) Linn-Mar Community School District 3556 Windslow Road

Marion, IA 52302

CONTRACT INFORMATION:

Contract For: General Construction

Date: 02-26-2025

ARCHITECT: (Name and address) Shive-Hattery, Inc. - CR Office 222 Third Avenue SE, Suite 300

Cedar Rapids, IA 52401

CHANGE ORDER INFORMATION:

Change Order Number: 001

Date: 11-05-2025

CONTRACTOR: (Name and address)

Dryspace, Inc. 707 66th Avenue SW Cedar Rapids, IA 52404

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

DEDUCT for one half of Streff Electric Invoices (29221 & 29238) to repair faults/troubles from roof screws through wires \$2,060 X 1/2 = \$1,030

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be decreased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

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

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Sypha Dlenn	Lynn Price	
ARCHITECT (Signature)	CONTRACTOR (Signature)	OWNER (Signature)
BY: Stephen Stewart, Roofing Consultant	BY: Lynn Price, President	BY: Katie Lowe Lancaster, Board
(Printed name, title, and license	(Printed name and title)	President (Printed name and title)
number if required)		(17 timea name and title)
11/05/25	11-5-2025	
	Date	
Date		Date

Streff Electric Inc

751 Center Point Rd NE Cedar Rapids, IA 52402-4662 319-363-7033 amanda@streffelectric.com



INVOICE

BILL TO

Linn-Mar Community School District 3556 Winslow Rd Marion, IA 52302 INVOICE # 29221DATE 07/31/2025DUE DATE 08/30/2025TERMS Net 30

ACTIVITY AMOUNT

Description Of Work Performed

Excelsior --> PROGRESSIVE

0.00

Fixed 86 of 89 fire alarm faults/troubles from roof screws through wires. Still working on last (3) troubles.

Hours 945.00

Material 10.00

Payments made with a credit card will receive a 4% charge.

BALANCE DUE

\$955.00

Past due accounts will be subject to 1-1/2% per month service charge. Thank You!

Streff Electric Inc

751 Center Point Rd NE Cedar Rapids, IA 52402-4662 319-363-7033 amanda@streffelectric.com



INVOICE

BILL TO

Linn-Mar Community School District 3556 Winslow Rd Marion, IA 52302 INVOICE # 29238DATE 08/07/2025DUE DATE 09/06/2025TERMS Net 30

ACTIVITY AMOUNT

Description Of Work Performed

0.00

Excelsion

Finished up all fire alarm troubles. Ran new fire alarm cable to replace existing cable that was hit multiple times.

Hours 840.00

Material 265.00

Payments made with a credit card will receive a 4% charge.

BALANCE DUE

\$1,105.00

Past due accounts will be subject to 1-1/2% per month service charge. Thank You!

ROOF MAINTENANCE WARRANTY

	EXHIBIT 704.4
PR	OJECT: 2240014660 – Linn-Mar 2024-25 Excelsior Roof Replacement
he	is agreement between Linn-Mar Community School District, hereinafter referred to as OWNER, and Dryspace , Inc., reafter referred to as CONTRACTOR, is entered into to provide maintenance on the roof ofExcelsior Middle hool, located at3555 10th Street, Marion, lowa, for 2 years beginning September 15, 2027.
rep bui	r the purpose of this agreement, maintenance is defined as the repair of roof membrane and flashing defects, and the blacement of roof membrane and flashing components that threaten the viability of the roof system to keep the ilding free from externally caused leakage through the roof. Warranty shall include all materials and workmanship quired to repair any defects that develop during the warranty period at no expense to the OWNER.
da wir	ecifically excluded from the responsibility of the CONTRACTOR under the terms of this agreement are any and all mages to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, and in excess of a strong gale as defined by the Beaufort scale, hailstorm, flood, earthquake or other unusual enomena of the elements.
Th	e component parts of this agreement are:
1.	A yearly comprehensive inspection of the roof during which time all defects that need to be repaired and all components that need to be replaced will be identified by the inspector.
2.	Should defects be found during inspection that are not covered by this agreement, the CONTRACTOR will notify the OWNER in writing as to the cause (who or what was responsible), and the estimate of the cost to return the roof to its condition before the problem occurred. Written approval to proceed with the work must be granted by the OWNER.
3.	Completion of all repairs and replacement in a manner consistent with the highest standards of the roofing industry. Work shall be in compliance with the membrane manufacturer's written specifications and warranty, so as not to void warranty.
4.	A follow-up inspection of the completed maintenance work.
5.	Response within 24 hours of all requests for repair of leaks or other emergencies that are part of this agreement.
6.	This maintenance warranty covers CAULKING for the listed project and shall be included along with the roofing warranty. The undersigned CONTRACTOR will repair or replace defective caulking work and other work damaged thereby during the warranty period at no expense to the OWNER. The following types of failures are considered defects: Leakage, hardening, cracking, crumbling, melting, shrinkage, running or staining adjacent work.
7.	This maintenance warranty covers FLASHING for the listed project and shall be included along with the roofing warranty.
8.	This maintenance warranty covers SHEET METAL for the listed project and shall be included along with the roofing warranty.
OV	VNER: Linn-Mar Community School District CONTRACTOR: _Dryspace, Inc
	Adam Collins
-;	Signature Signature
_	Katie Lowe Lancaster, Board President Adam Collins - Project Manager
	Printed Name and Title Printed Name and Title
-	10-10-2025 Date Date
	Dale Dale



Certificate	of	Substantial	Com	pletion
		- ALVE - GARKE GIR		MIGRICII

PROJECT: (name and address)
Linn-Mar CSD 2024-25 Excelsior Roof

Improvements 3555 10th Street Marion, IA 52302

OWNER: (name and address) Linn-Mar Community School District 3556 Winslow Road Marion, IA 52302

CONTRACT INFORMATION:

Contract For:General Construction

Date: 03-26-2025

ARCHITECT: (name and address) Shive-Hattery, Inc. - CR Office 222 Third Avenue SE, Suite 300 Cedar Rapids, IA 52401

CERTIFICATE INFORMATION:

Certificate Number:001

Date: 10-02-2025

CONTRACTOR: (name and address)

Dryspace, Inc. 707 66th Avenue SW Cedar Rapids, IA 52404

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. (Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT (Signature)

BY: Stephen Stewart, Roofing Consultant (Printed name, title, and license number if

Date Of Substantial Completion

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: (Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: (Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within () days from the above date of Substantial Completion.

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

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Amothe	BY: Lynn Price, President	10/10/25
CONTRACTOR (Signature)	(Printed name and title)	Date
	BY: Katie Lowe Lancaster, Board President	
OWNER (Signature)	(Printed name and title)	Date

PROFESSIONAL SERVICES AGREEMENT

ATTN: Jon Galbraith

CLIENT: Linn-Mar Community School District

3556 Winslow Rd. Marion, Iowa 52302

PROJECT: Linn-Mar CSD Annual Roof-BE Management (School Year 25-26)

LOCATION: Marion, Iowa

DATE: September 1, 2025

PROJECT DESCRIPTION

The Linn-Mar Community School District (LMCSD) requests Shive-Hattery provide Annual Roof and Building Envelope Consulting and Management Assistance for the buildings associated with the Linn-Mar Community School District in Marion, Iowa. Shive-Hattery will work with the district to maintain a strategic plan for maintenance, repairs and replacements on a yearly basis for the nextFive (5) years, reviewed yearly for services/ projects/ and fee.

This agreement will provide services as year 4 of 5, per original 5-year agreement dated August 09, 2022. The scope and renewal shall be reviewed yearly according to the District's budget for repairs.

SCOPE OF SERVICES

Shive-Hattery will provide, as needed; General Roof and Building Envelope Consulting Services for Linn-Mar Community School District. Services performed on behalf of LMCSD shall include but are not limited to the following scope per this agreement.

1. GENERAL ROOF and BUILDING ENVELOPE CONSULTING

- a. This portion of the Agreement is on an "as needed" basis.
- b. May consist of (but not limited to) studies to identify cause and extent of moisture intrusion, or other damage to exterior components of District buildings.
- c. Provide recommendations for repair or improvements, if requested.

2. ANNUAL ROOF MAINTENANCE INSPECTIONS

- a. Shive-Hattery will perform an annual review of all permanent structure roofs. We will review field conditions at the buildings a minimum of once per year to develop a list of repair, maintenance, and warranty items to be completed by contractors.
- b. Based on the roof survey conducted in 2024, continue to monitor the roof conditions and engage (on behalf of the District) a local roofing contractor to perform repairs as needed.

3. ROOF WARRANTY SERVICES (All District Roofs)

- a. Respond to reports of moisture entering the District buildings through the roofing systems under warranty. Shive-Hattery will notify the installing contractor and/or membrane manufacturer. Shive-Hattery will review field conditions with the contractors or manufacturers, as necessary.
- b. This work may include any professional services to assist the District to obtain warranty



- services from a manufacturer and/or contractor who refuses to honor a warranty.
- c. Documentation of roof leak repairs will be maintained by Shive-Hattery. Shive-Hattery will provide the District access to Mi-Roof, the web-based Roof Management software.
- d. Shive-Hattery will update the Mi-Roof database, which was started in 1991.
- e. Shive-Hattery will update the roof plans of each building, as required.

4. SMALL PROJECTS (Quote Projects or Bid Projects) **

- a. This portion of the Agreement is on an "as needed" basis.
 - The threshold for Quote/Bid projects under this agreement will be reviewed on a project-by-project basis, project costs must be under \$25,000 total to be considered a quote project.
- Shive-Hattery may provide design, bid and/or construction observation and administration services related to the roof &/or building envelope related projectsmeeting this threshold.

5. CONSTRUCTION OBSERVIATION (Capital Projects)

a. High School Addition.

CLIENT RESPONSIBILITIES

It will be Linn-Mar Community School District (LMCSD) responsibility to provide the following:

- 1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
- 2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. LMCSD shall coordinate these services with those services provided by Shive-Hattery.
- 3. Provide Shive-Hattery with any available drawings, survey plats, testing data, and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
- 4. Unless specifically included in the Scope of Services to be provided by ShiveHattery, LMCSD shall furnish tests, inspections, permits, and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
- 5. Provide Shive-Hattery personnel access to the site as required.

SCHEDULE

We will begin our services based on your verbal authorization to proceed. After you have returned this countersigned Agreement, we will release our work product(s). We willwork with you to develop a mutually agreed-upon schedule or provide as needed for the remainder of Scope of Services.

This agreement will provide services as year 3 of 5, per original 5-year agreement dated August 09, 2022. The scope and renewal shall be reviewed yearly according to the District's budget for repairs.

COMPENSATION

We will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed this amount without your authorization; Shive-Hattery can provide periodic reports concerning the projects associated with this agreement and costs-to-date.



Description	Fee Type	Estimated Expenses	Fee
Annual Roof/ Building Envelope Consulting Services *This estimated fee is per year, to be reviewed each year. This fee does not include any other design/bid/construction projects not noted in scope.	Hourly	Reimbursable	\$34,000
District Capital Projects (Review/Observation/Limited CACO)	Hourly	Reimbursable	\$5,000
		ESTIMATED FEE	\$39,000

Fee Types:

Hourly - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at
the time that the services are performed. We will not exceed the estimated amounts above without your prior
authorization.

Expenses:

• Reimbursable - Expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

See attached Standard Hourly and Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

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

- 1. Roof replacement design (separate agreement).
- 2. Re-design and/or re-bidding of the project after the initial bid opening.
- 3. Design, bidding and construction services other than listed in scope.
- 4. Design of asbestos abatement.
- 5. Bidding and construction services for the abatement of asbestos containing materials.
- 6. Testing of roof materials or building components.
- 7. Thermal Testing.
- 8. Additional destructive or non-destructive testing to determine sources or locations of leaks.
- 9. Air monitoring services related to asbestos abatement.
- 10. <u>Capital Projects</u> Shive-Hattery will provide limited review and maintain involvement in the Districts Capital projects at the District's request as listed in scope. There is potential for additional fee per project added to this agreement if extensive support/design assistance is requested.
- 11. <u>Quote Projects</u> design, bid and/or construction observation and administration services related to quote projects over \$25,000.



STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery October 2024

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., WSM, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

RIGHT OF ENTRY

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

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for

the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client -furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

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

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

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

SCOOK 400R Line May 2026 Roof-Ruilding Envelope Manage

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

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

SEVERABILITY. SURVIVAL AND WAIVER

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

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

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

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct 25001499P Linn-Mar 2026 Roof-Building Envelope Manage

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includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

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

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

Sincerely,

SHIVE-HATTERY, INC.

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

Tim Fehr, SH

Isa & Coeman

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED CLIENT: Linn-Mar Community School District BY: _______ TITLE: Board President (signature) PRINTED NAME: Katie Lowe Lancaster DATE ACCEPTED: CC: Stephen Stewart, SH



PROFESSIONAL SERVICES AGREEMENT

ATTN: Jon Galbraith

CLIENT: Linn-Mar Community School District

3556 Winslow Rd. Marion, Iowa 52302

PROJECT: Linn-Mar 2026 Oak Ridge MS Roof Replacement

LOCATION: Cedar Rapids, Iowa

DATE: September 1, 2025

PROJECT DESCRIPTION

Linn-Mar Community School District (LMCSD) has requested that Shive-Hattery perform the scope included in this proposal for the roof replacement of Sections C, G and H of the Oak Ridge Middle School. This scope includes the design, bidding and construction services for the specific section listed.

SCOPE OF SERVICES

Shive-Hattery will provide, Services performed on behalf of LMCSD shall include:

1. ROOF REPAIR/REPLACEMENT DESIGN, BIDDING AND CONSTRUCTION SERVICES

- a. Anticipated roof repairs and replacements are listed as:
 - i. Oak Ridge Middle School Roof Sections C and H
 - ii. Oak Ridge Middle School Roof Section G (Alternate)
- b. Conduct meeting with Linn-Mar Community School District personnel to discuss the improvements to be made.
- c. A standard procedure performed during our design phase is to sample the roof membrane and flashings and have an independent lab test for the presence of asbestos. If asbestos-containing materials are found, we will provide design for abatement of asbestos-containing materials (ACM).
- d. Prepare a revised opinion of construction costs at the completion of the design work.
- e. Prepare the bid documents including the general conditions, bid forms, notice of hearing and letting, and plans and technical specifications suitable for obtaining competitive bids for construction.
- f. Review the proposed bid documents and letter of opinion of probable cost of construction with your staff.
- g. Submit plans and specifications to Rapids Reproductions for electronic distribution. Rapids Reproduction will also manage the planholders' list.
- h. Conduct a pre-bid meeting with the contractors and respond to questions from construction contractors as they review the documents and prepare their bids.
 - i. Prepare and issue addenda via Rapids Reproductions.
- i. Assist in opening and evaluating the bids. Provide a bid tabulation and letter of recommendation of award and AIA Contractor contract.
- j. Provide on-site construction services consisting of conducting a pre-construction



conference, a pre-installation conference, and construction observation visits to observe and report on work-in-progress. Approximately one visit to the site per five working days will be made. Bi-weekly construction progress meetings during construction on site.

- k. Provide written reports to you relative to the progress of the work.
- I. Review change orders, project submittals, and contractor's pay requests.
- m. Conduct post construction reviews of the work and generate a punch list of items requiring attention as necessary.
- n. Upon completion of construction, we will prepare a final closeout letter and assist in obtaining executed documents to conclude the work.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following

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

SCHEDULE

We have begun our services based on your verbal authorization to proceed. After you have returned this countersigned Agreement, we will release our work product(s). We will meet with you to develop a mutually agreed-upon schedule for the remainder of Scope of Services.

COMPENSATION

We will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed this amount without your authorization; Shive-Hattery will provide periodic reports concerning the projects associated with this agreement and costs-to-date.

Description	Fee Type	Fee	Estimated Expenses	Total
Roof Consulting - Replacement Design, Bid, Construction Support	Hourly	\$36,000	Included	\$36,000
		ESTII	MATED TOTAL	\$36,000

Fee Types:

Hourly - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at
the time that the services are performed. We will not exceed the estimated amounts above without your prior
authorization.

Expenses:

Included in Fee - Expenses have been included in the Fee amount.

See attached Standard Hourly and Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.



ADDITIONAL SERVICES

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

- 1. Air monitoring services related to asbestos abatement.
- 2. Design of asbestos abatement.
- 3. Re-design and/or re-bidding of the project after the initial bid opening.
- 4. Additional destructive or non-destructive testing to determine sources or locations of leaks.
- 5. Testing of roof materials or building components.
- 6. Attendance at meetings in addition to those listed under the Scope of Services as required by the Owner or the Owner's representative.
- Design, bidding and construction services for the abatement of asbestos-containing materials.

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery October 2024

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

STANDARD OF CARE

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

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to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

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

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UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of SHIVEHATTERY

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probable construction costs are to be made on the basis of S -H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job

Project 225001647P Linn-Mar 2026 Oak Ridge Roof Replace

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with or without accommodation.

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

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

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

Sincerely,

SHIVE-HATTERY, INC.

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

Isa & Coeman

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Linn-Mar Community School District

BY: ______ TITLE: Board President

(signature)

PRINTED NAME: Katie Lowe Lancaster _____ DATE ACCEPTED: ______

CC: Stephen Stewart, SH Tim Fehr, S-H



STATEMENT OF WORK NO. RSP 00527

Pursuant to that certain Professional Services Agreement, dated as of this 17th day of November, 2025 ("Agreement"), by and between RSP & Associates, LLC. ("Consultant"), and Linn Mar Community School District, Linn County, State of Iowa ("Client" or "District").

CONSULTANT hereby submits this Statement of Work as a request for Professional Services under Section 2.0 of the Professional Services Agreement. The terms and conditions set forth in the Agreement are incorporated by reference and shall supersede any conflicting terms herein. This Statement of Work shall have effect only when signed by CLIENT and accepted by CONSULTANT.

The subject matter of this Statement of Work and the terms and conditions specifically applicable thereto are as follows:

- **1.0 Description of Professional Services.** Professional services provided by Consultant to Client may include, but are not limited to, Consultant's designing, preparing, writing or analyzing one or more of the following: Boundary Analysis, Enrollment Analysis, Facilitation/Presentations, Maps, Site Analysis or other analysis/reports as may be necessary to perform and carry out all of Consultant's obligations set forth in this Statement of Work.
- **2.0 Purpose of Professional Services.** The purpose of professional services is to assist and provide the client the following products, services, or analysis which are further defined in the Statement of Work section 7.0 and 10.0:
 - **2.**1 Enrollment Analysis
 - 2.2 Facilitation/Presentations
 - 2.4 Maps

3.0 Project Management.

- 3.1 <u>Work Plan</u>. All products will be a work in progress that will meet the deadlines stated in the Deliverable section (7) of the contract unless both the Client and Consultant agree upon another schedule.
- 3.2 <u>Work Plan Management</u>. At the request of the Client, the Consultant will provide a description of the status of a particular project.
- 3.3 <u>Communications</u>. All communications regarding any of the projects should be made to the consultant, Robert S. Schwarz, or those individuals in 4.2

4.0 Change Control.

- 4.1 <u>Procedure</u>. Changes to this Statement of Work may be made only in compliance with the terms of Section 19.0 of the <u>Professional Services Agreement</u>.
- 4.2 Client Changes. Only the following individuals may authorize changes for the

Client:

Linn Mar Community School District Superintendent or Designee

4.3 <u>Consultant Changes</u>. Only the following individuals may accept on behalf of Consultant any changes requested by the Client:

Robert Schwarz, Owner

- **5.0 Technical Specifications.** Each report will be provided in hard copy or digitally in a pdf format unless otherwise notified by the Consultant.
- **6.0 Quality Standards.** The products delivered to the Client will be of the highest quality and considered final after being reviewed by the Client and those changes made by the Consultant.

7.0 Deliverables.

- 7.1 <u>Consultant Deliverables Defined</u>. The following are products, services or analysis that will be created by the Consultant under the Agreement.
 - a. The Enrollment Analysis assists the District in understanding how the projected enrollment impacts capacity at each of its facilities. The report has analysis that projects the enrollment at each facility for the next five years with current boundaries. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers are utilized to discuss land use, development policies, building permit trends, and future development plans to accurately factor for those variables in the Enrollment Projection Model.
 - b. Facilitation/Presentations are provided when requested and within the parameters stated in the Work Product section.
 - c. Maps assist the District in providing map products in various formats so the general public can comprehend issues such as boundaries, school sites, growth, or other issues the map is visually depicting.
- 7.2 <u>Client Deliverables Defined</u>. The following are data or services to be provided by the client.
 - a. Data download of Official Count Student download from at least the past three school years in a dbf format After Official October Count to include the following data fields, which shall be considered Confidential Information by Consultant and shall not be disclosed by Consultant:
 - Student ID Number
 - Student Name
 - Address
 - City
 - State
 - Zip
 - Grade

- School Attending
- Building Name
- Catchment/Planning Area
- Ethnicity
- Date of Birth
- Special Education Code
- b. The following Linn County Auditors and Assessors data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - City Boundaries
 - County Boundaries
 - Plat and Subdivision Boundaries
 - School District Boundaries
 - Zip Code Boundaries
 - Census Boundaries
 - Roads
 - Parcels
 - Parcel Attribute fields
 - Public School Point Data
 - Private School Point Data
- c. The following City of Linn Mar data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - Roads with Geocode attributes
- d. The following Cities of Marion, Cedar Rapids, and Robins data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
 - Infrastructure (Water, Sewer, Electricity, and Gas)
 - Zoning Attributes
 - Long Range Planning attributes
- e. Other GIS or data files as needed to complete the reports, studies, or analysis
- f. Digital files produced by the Client that will assist in completing the scope of services.
- 7.3 <u>Deliverables Date</u>. Below are the dates for the Deliverables the Consultant will provide the Client:
 - a. Enrollment Analysis February 2026
 - b. Facilitation/Presentations As needed

8.0 Pricing Terms.

8.1 <u>Payment</u>. The Statement of Work will be performed for the 2025/26 school year and is paid in the following manner:

- a. 2025/26 School Year
 - Upon completion of the Enrollment Analysis consultant is paid Twenty-Seven Thousand and no/100 (\$27,000.00).
- b. The above breakdown does not include the cost of all expenses associated with the final production of the work and the Deliverables. These printing expenses will be charged to the District not to exceed Five Hundred Dollars and no/100 (\$500.00) per report or large print or 11 x 17 print media products listed in 7.1 unless the Client authorizes the expense. Where possible and if time allows, district print production can be utilized.
- 8.2 <u>Contingency</u>. The payment plan stated in 8.1 is contingent upon the Client utilizing Consultant services for the specified amount of time or providing the following data:
 - a. If the District is unable to provide the requested data as stated in 7.2, the Consultant will charge the Client the cost associated with obtaining the information in 7.2 which is not included in the prices listed in section 8.1.
- 8.3 <u>Additional Services</u>. Any additional services shall be authorized in writing by Client prior to initiation and compensated at the following rates per hour, billable in quarter hour increments, unless otherwise negotiated by both parties.
 - a. Principal \$175.00
 - b. GIS Analyst \$125.00
 - c. Project Manager \$100.00
 - d. Zoom meeting \$1,800.00
 - e. RSP in person meeting \$5,250 (travel included)
- **9.0 Consultant Content.** Consultant Content shall consist of at least the following:
 - 9.1 Enrollment Projection Model
 - 9.2 Population Projection Model

10.0 Work Product.

- 10.1 Enrollment Analysis
 - a. Includes detailed analysis of the District enrollment.
 - b. Information about the Model Methodology.
 - c. Information about the Types of Growth.
 - d. Information about the residential development activity expected in the District.
 - e. 5-Year and 10-Year Enrollment Forecast.
 - f. Tables with a mid projection for each facility in the District.
 - g. Maps that identify future growth areas.
 - h. Maps of current boundary and Facility enrollment history
- 10.2 Facilitation/Presentations
 - a. Board Member Meetings maximum 1 per year (virtual or in person).

- b. Staff/Committee Meetings maximum 2 per year
- c. Aforementioned meetings use determined by client, the consultant or client may request additional meetings beyond the maximum number allotted that if the client agrees will be an additional expense at the cost stated in 8.3.

10.3 Maps

- a. School District Map that provides information about each facility's boundary, geographical reference to the surrounding community, and references the schools each planning area will attend.
- b. Facility maps for each facility that provides information about the facility boundary, community location, specific school location, and school information.
- c. Maintenance of Geographic Information System (GIS) of attendance area of each facility, school sites, and planning areas.

11.0. Client Content. Client Content may consist of the following elements:

- 11.1 Digital student data for each student with at minimum the fields of address, grade, gender, and ethnicity.
- 11.2 Digital shape-file of parcels in the District.
- 11.3 Digital street center lines file for all streets in the District that has the appropriate fields for accurate geocoding.
- 11.4 Digital shape-file of all school sites in the District.
- 11.5 Digital shape-file of the current school boundaries for each attendance area.
- 11.6 City and County Future Planning Maps of the area within the District.
- 11.7 Any other data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text necessary for the completion of the project.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties have executed this representatives as of November 17, 20	Statement 25.	of	Work	by	their	duly	authorized
CONSULTANT							
RSP & ASSOCIATES, LLC							
By:	-						
Title:	_						
Date:	-						
<u>CLIENT</u>							
Linn Mar Community School District, Linn Coun	ity, State of Io	wa					
By:	-						
Title: President, Linn-Mar Board of Directors	-						
Date: November 17, 2025	-						
ATTEST:							
By:	_						
Name: Jon Galbraith, Secretary, LM Board of Direct	- tors						

Exhibit 704.9

EVENT AGREEMENT

This Event Agreement ("Agreement") is made as of this day 11/18/2025 by and between the owner that have executed this Agreement ("Owner") and **Linn-Mar Orchestra** ("Organizer").

WHEREAS, Owner owns the Shopping Center listed on <u>Exhibit A</u> ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Kohan Retail Investment Group to provide the Services as further set forth herein and in <u>Exhibit A</u>.

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

- 1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
- 2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly depicted on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided by Owner, as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
- 3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "<u>Event Fee</u>" to "<u>Payee</u>" at the address and pursuant to the payment schedule, all as set forth on <u>Exhibit A</u>.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all Event Elements and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. ORGANIZER'S OBLIGATIONS.

- A. **Submission of Event Elements.** By the "<u>Delivery Date</u>" specified on <u>Exhibit A</u>, Organizer agrees to deliver to Owner all Event Elements specified on <u>Exhibit A</u>, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
- B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises.
- C. **Insurance.** Organizer shall provide the insurance coverage set forth on <u>Exhibit B</u> attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
- D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any <u>Event Elements</u> authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "<u>Contractor</u>" and collectively the "<u>Contractors</u>"), or their respective employees, agents, affiliates or



subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors, or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. Removal of Event Elements. Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
- F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
- G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
- 5. OWNER'S OBLIGATIONS. Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
- 6. **CONTRACTORS**. Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and (ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.

7. INTELLECTUAL PROPERTY RIGHTS.

- A. Each party owns and shall retain all right, title, and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly, or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.

8. REPRESENTATIONS AND WARRANTIES.

- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
- B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in

accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

- 9. **INDEMNIFICATION.** Organizer shall indemnify, hold harmless, defend and reimburse Owner, including without limitation, Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, Property Manager, agents, representatives, accountants, attorneys ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer parties. Without limiting the generality of the foregoing, such Claims include, matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims. This Section 9 shall survive the expiration or earlier termination of this Agreement and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.
- 10. LIMITATION ON LIABILITY. Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is directly and conclusively caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION CLAIMS, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. TERMINATION: FAILURE TO PERFORM.

A. **Termination for Cause.** Unless cured within **5** business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.

B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

GENERAL PROVISIONS.

- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. Audit. This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. Reformation and Severability. If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. Waivers; Modification; Amendment. No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. Independent Contractor. The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- 1. Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

J. Counterparts. This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:		
	November 17, 2025	
By: Katie Lowe Lancaster	Date	
Board President		
Title		
OWNER LINDALE MALL REALTY HOLDING LLC		
By:		
Authorized Signatory: BECKY ECKLEY		
Date of Fully Executed Event Agreement:		

If Organizer is a CORPORATION, an authorized officer must sign on behalf of the corporation and indicate the capacity in which he/she is signing. The agreement must be executed by the president or vice-president, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, the bylaws or a certified copy of the resolution, as the case may be, must be attached to this License. Also, the appropriate corporate seal must be affixed.



EXHIBIT A- EVENT DETAILS

Owner Entity: Kohan Retail Investment Group

Property Name: Lindale Mall

Notice Addresses: 1010 Northern Blvd., Suite

212, Great Neck, NY 11021

OWNER: Lindale Realty Holding LLC, 4444 1st

Ave NE Cedar Rapids, IA. 52402

319.393.9399 Attn: Becky Eckley, General

Manager

reckley@krigproperties.com,

Organizer Name: Linn-Mar Orchestra Address:

3556 Winslow Road Marion, la. 52302

Contact: Katie Vail

Phone: 319-730-3685

Email: kvail@linnmar.k12.ia.us

Licensee Legal Entity:

Linn-Mar School District

DBA: Linn-Mar FEIN/SSN:

Licensee Notice Address: 3556 Winslow Road,

Marion, IA 52302

Phone Number: 319-730-3685 Email: kvail@linnmar.k12.ia.us

Guarantor Name: Same as Above Phone:

Email:

Guarantor Notice Address:



Event Date: Friday, December 12th, 2025

Load in/Load out: December 12 9am

Event Location(s): Former Younkers or the Common Area

Event Description:

10:00 - Excelsior Orchestra 10:30 - Boulder Peak Orchestra 11:00 - Hazel Point Orchestra 11:30 - Oak Ridge Orchestra

Sales Reporting Required: NO

The breakpoint percentage of all gross sales and revenues in excess of the breakpoint dollar amount ("Percentage License Fee") is payable on the date outlined below. For the purpose of this License Agreement, "gross sales and revenues" means all sales prices of goods and merchandise sold, licensed or charged and the full charges for all services and all other receipts by Licensee within the Shopping Center.

Assigned Location:

EVENT FEE

Total Fees: \$0.00

Payment Schedule:

Invoice Date	Due Date	Amount	Additional Fees	Total Amount
<u></u> ቀስ ስስ	to 00	<u></u>		

Send Payment to: Lindale Mall Realty Holding LLC - 4444 1st Ave NE Cedar Rapids, IA. 52402

Owner Responsibilities:

Access to the former Younkers or the Common Area

Organizer Responsibilities:

Make sure the space is clean when the keys are returned.



EXHIBIT B- INSURANCE REQUIRMENTS

REQUIRED INSURANCE:

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability: \$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows;

Type of Event	Standard GL Occurrence/Aggregate Requirement
Dances	\$1,000,000/\$3,000,00
Petting Zoos	\$1,000,000/\$3,000,00
Vehicle Display Events	\$1,000,000/\$3,000,00
Vehicle Driven Events	\$2,000,000/\$5,000,000
Specialty Markets	\$2,000,000/\$5,000,000
Carnivals and Circuses	\$5,000,000/\$5,000,000
Concerts > 1,500 attendees	\$5,000,000/\$5,000,000
Walks/Races	\$2,000,000/\$5,000,000
Dunk Tank	\$5,000,000/\$5,000,000
Rock Climbing	\$5,000,000/\$5,000,000
Medical Testing/Consultation/ Health Screening/Shots	\$1,000,000/\$3,000,00
Rock Climbing or Bungee Jump	\$5,000,000/\$5,000,000

Any Deductible or Self-Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

Professional Liability (Medical Malpractice)

Medical Testing/Consultation Health Screenings	\$1,000,000/\$3,000,000
Shots**	
** Organizer shall ensure that all shots are administered by a	
registered health professional (e.g. LPN, RN, PA, etc.)	

Automobile Liability: \$1,000,000 Combined Single Limit

Workers Compensation Employers Liability:

Statutory	OR	\$500,000 Each Accident
		\$500,000 Disease, Policy Limit
		\$500,000 Disease, Each Employee

(For Monopolistic States)	Evidence of Monopolistic State Coverage
Workers' Compensation	\$500,000 Occurrence/Aggregate
Stop Gap Employers' Liability	

Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Excess Liability: (if alcohol is served)



This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract.

Any Deductible or Self-Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.

POLICY REQUIRMENTS:

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", River Hills Mall Realty Holding LLC, and Kohan Investment Group LLC (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.



EXHIBIT C- CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned,		
("Event") to be co specified in that cer and Liin-Mar Orch subsidiaries and af against any and all costs arising from c employees (collect	rtain Event Agreement dated	(the "Shopping Center") during the Event Term by and between the Owner that has executed this Agreement ("Owner") defend and hold harmless Owner, Owner's parent companies, ers, members, partners and directors, ("Indemnified Parties") from and enses, including, without limitation, reasonable attorneys' fees and court the undersigned, its officers, agents, partners, affiliates, contractors, or with the Event and/or the presence of Contractor Parties at the all of the Indemnified Parties for any damage to Contractor's property
Contractor:		
Name:		
Date:		
If a corporation		
Ву:		





DISTRICT AGREEMENT BETWEEN NORTHWESTERN COLLEGE DEPARTMENT OF EDUCATION AND Linn-Mar Comm School District COMMUNITY SCHOOL DISTRICT

This agreement is written as the basis of the partnership between Northwestern College and Linn-Mar Comm School District for the purpose of educator candidate completion of Clinical hours including Early field, Pre-student teaching clinicals, Internship, and/or Student teaching as required by the Iowa Dept. of Ed.

The Northwestern College Teacher Education Program will:

- Place the educator candidate for an early field, pre-student teaching clinical, internship, or student teacher experience only after ensuring that the candidate has met all requirements established by the institution including the completion of a background check.
- Provide the educator candidate with access to curricular materials, planning documents, assessment documents, and any other materials that will be necessary to successfully complete this experience.
- Will assign a local college supervisor to work with the educator candidate and the cooperating teacher.
- Will establish open communication between the district staff and the institution.
- Will provide the cooperating teacher with relevant training and access to any and all policies including candidate evaluation forms.
- Will provide Building School Agreement/s for Student Teaching placements.
- Will communicate that educator candidates will not be employed by the district and will receive no compensation for their clinical work during the placement period.

The Linn-Mar Comm School District District will:

- Provide an appropriate early field, pre-student teaching clinical, internship, or student teacher placement that allows the educator candidate to meet licensure requirements.
- Provide a qualified cooperating teacher with appropriate licensure (see Appendix A).
- Provide the college with any regulations and processes relevant to the clinical placements.
- Provide access to appropriate resources including curriculum documents, online resources, and forms

This MOU will be in effect for a year and a half beginning in January of 2026 and ending in June of 2027.

11/04/2026	Jug Stings
Date	Northwestern College President Signature
Date	Linn-Mar Comm School District District Board President Signature
11/04/2026	Carrie R. Thonstad
Date	Northwestern College Licensure Official Signature

Appendix A

THE COOPERATING TEACHER

Early field, Pre-student teaching clinicals, Internships and Student teaching are valuable experiences for helping educator candidates bridge the gap between theory and practice; for aiding in the development of wholesome professional attitudes toward the teaching profession; for becoming resourceful and creative in planning, developing, and evaluating effective learning experiences for and with pupils; and becoming an educator who is a servant of God, children, and society.

The Cooperating teacher holds a significant position among candidates. Tomorrow's teachers will tend to teach and lead using principles they observe during their clinical placements. Each day the cooperating teacher makes a vital contribution to the future teaching practices and attitudes of the candidate as well as to the teaching profession. For these reasons, Northwestern College values the cooperating teacher as a **crucial** member of teacher educators.

<u>Selection of the Cooperating Teacher</u> – Since the cooperating teacher plays such an important role in the clinical programming, he/she is selected with considerable care. The cooperating teacher should meet the following criteria:

- 1. Possess personal qualities essential to good supervision, such as a deep understanding of interpersonal relationships and class structure.
- 2. Hold a Bachelor's degree as a minimum requirement (preferably a master's degree).
- 3. Have three successful years of experience with a minimum of one year in the present system and assignment.
- ***Cooperating teachers who do not qualify under (2) and (3) may work with candidates upon the recommendation of the administration of the school.

<u>Stipend</u> - Cooperating Teachers will receive a modest stipend for Student Teaching placements.

When assignments are split between two teachers, each will receive their portion of the designated amount. This stipend will be given **after** the completion of all forms and recommendation letter.



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Seventeenth day of November in the year Two Thousand Twenty-Five (In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52401

and the Contractor: (Name, legal status, address and other information)

Wenger Corporation 555 Park Drive Owatonna, MN 55060-4940

for the following Project: (Name, location and detailed description)

Linn-Mar Performance Center Orchestra Shell 3111 Tenth Street Marion, IA 52302

OPN Project Number: 22216000

Single prime contract (civil, general, mechanical, and electrical combined) for a new performance center.

The Architect:

(Name, legal status, address and other information)

OPN Architects, Inc. 200 5th Ave SE Ste 201 Cedar Rapids, IA 52401 (319)-363-6018

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X]	The date of this Agreement.		
1]	A date set forth in a notice to proceed issued by the Owner.	
[]	Established as follows: nsert a date or a means to determine the date of commencement of the Work.)	

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than	() calendar days from the date of commencement of the Work

[X] By the following date: August 01, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred and Four Thousand Fifty-Two Dollars and Thirty-Six Cents

(\$ 504,052.36), subject to additions and deductions as provided in the Contract Documents.

Base Bid:

\$581,494.86

Value Engineering:

\$(77,442.50)

TOTAL COST:

\$504,052.36

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

None

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item

Price

None

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not Applicable

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Architect not later than the two weeks prior to next scheduled Linn-Mar Community School District normal Board meeting , the Owner shall make payment of the amount certified to the Contractor not later than week after the Board meeting . If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM_2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5%) percent from each Application for Payment

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not Applicable

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved. If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of receipt of the request.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

On any work remaining on outstanding punch list.

- § 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

- § 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
 - .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
 - .2 a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not Applicable

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
 [X] Litigation in a court of competent jurisdiction
- [] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

None

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Jon Galbraith Chief Financial/Operating Officer Linn-Mar Community School District 3556 Winslow Road § 8.3 The Contractor's representative: (Name, address, email address, and other information)

Chris Storjohann Wenger Corporation 555 Park Drive Owatonna, MN 55060-4940

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Exhibit A where the basis of payment is a Stipulated Sum, Exhibit A, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in the attached Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

See Specification Section 00 22 13, Article 7, Paragraph 1.A - Contractor to provide Performance Bond.

§ 8.7 Other provisions:

Not Applicable

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

- § 9.1 This Agreement is comprised of the following documents:
 - .1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor
 - .3 AIA Document A201TM_2017, General Conditions of the Contract for Construction
 - .4 Building information modeling exhibit, dated as indicated below: (Insert the date of the building information modeling exhibit incorporated into this Agreement.) No Exhibit E Required
 - .5 Drawings Exhibit B: Index Sheet of Drawings
 - .6 Specifications Exhibit C: Table of Contents of Specifications Dated May 20th, 2025

Section Title Dated May 20..., 2025

.7 Addenda, if any:

Pages

	Numb	per		Da	te	Pages
	Adde	endum 1	July 25, 2025		Page Addendur arrative	m
			a relating to bidding or pro he bidding or proposal req			
.8			at apply and include appro	priate information i	dentifying the e	exhibit where
	I 1		nent E204 TM _2017, Sustain date of the E204-2017 inco			icated below:
	[]	The Sustain	ability Plan:			
		Title		ate	Pages	
	[]	Supplement	ary and other Conditions of	of the Contract:		
		Document		itle	Date	Pages
.9	(List) Docu Bidde or pre receiv Agree	here any addit ment A201 TM ers, sample for oposal require ving bids or pr	any, listed below: ional documents that are is 2017 provides that the adv ms, the Contractor's bid o ments, and other informat roposals, are not part of the ch documents should be list	vertisement or invita r proposal, portions ion furnished by the e Contract Documen	tion to bid, Ins of Addenda re Owner in antic ats unless enum	tructions to lating to bidding cipation of nerated in this
		Applicable				
This Agreen	nent ente	ered into as of	the day and year first write	ten above.		
OWNER (Si	gnature)		CONTRACTOR (Sign	nature)	
		ancaster, Boar	d President	BY: Taunia Sucker		resident
(Printed na			_	(Printed name and		
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Additions and Deletions Report for

AIA® Document A101® - 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:35:14 CST on 11/13/2025.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the Fifth Seventeenth

PAGE 3

Base Bid:

\$581,494.86

Value Engineering:

\$(77,442.50)

TOTAL COST:

\$504,052.36

Item

Price

Conditions for Acceptance

None

Item None Price

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the month two weeks prior to next scheduled Linn-Mar Community School District normal Board meeting, the Owner shall make payment of the amount certified to the Contractor not later than theone week after the Board meeting day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved.

If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reasonthe request is being denied to the Contractor within Thirty (30) days of receipt of the request.

PAGE 5

§ 5.1.7.3 § 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications

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(690b99c57314f434b63ccea6)

for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

.2 a a final Certificate for Payment has been issued by the Architect.

0/

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due and shall bear interest at the rate established by Section 74A.2, Code of Iowa.

PAGE 6

[] Other_Other_(Specify)

PAGE 7

- § 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in-AIA Document-A101TM 2017, Standard Form of Agreement Between Owner and Contractor Exhibit A where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.
- § 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM 2017 the attached Exhibit A, and elsewhere in the Contract Documents.
- § 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibita building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with <u>AIA Document E203 2013a building information modeling exhibit</u>, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

- .2 AIA Document A101TM 2017, Exhibit A, Insurance and Bonds
- .4 AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit information modeling exhibit, dated as indicated below:

(Insert the date of the E203-2013 building information modeling exhibit incorporated into this Agreement.)

No Exhibit E Required

Exhibit B: Index Sheet of Drawings

.6 Specifications

Exhibit C: Table of Contents of Specifications Dated May 20th, 2025

NumberSection Title Date Pages

.6 Specifications 7 Addenda, if any:

SectionNumber Title

 Title
 Date
 Pages

 July 25, 2025
 1 Page Addendum

Narrative

.7 Addenda, if any:

Addendum 1

Variable Information

PAGE 1

AGREEMENT made as of the Seventeenth

day of November in the year Two Thousand Twenty-Five

Linn-Mar Community School District

2999 North Tenth Street Marion, IA 52401

Wenger Corporation

555 Park Drive Owatonna, MN 55060-4940

Linn-Mar Performance Center Orchestra Shell

3111 Tenth Street Marion, IA 52302

OPN Project Number: 22216000

Single prime contract (civil, general, mechanical, and electrical combined) for a new performance center.

OPN Architects, Inc.

200 5th Ave SE Ste 201 Cedar Rapids, IA 52401

(319)-363-6018

PAGE 2

[X] The date of this Agreement.

PAGE 3

[X] By the following date: August 01, 2026

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred and Four Thousand Fifty-Two Dollars and Thirty-Six Cents

(\$ 504,052.36), subject to additions and deductions as provided in the Contract Documents.

Not Applicable

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the two weeks prior to next scheduled Linn-Mar Community School District normal Board meeting , the Owner shall make

payment of the amount certified to the Contractor not later thanone week after the Board meeting an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

Five (5%) percent from each Application for Payment

PAGE 5

Not Applicable

If the Contractor makes a proper request for early release of retainage funds, the Owner will release all retainage funds at the next Board meeting or within Thirty (30) days of receipt of the request, whichever is less, except it may retain from the released retainage the following:

An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time of Request for Release of Retainage is approved.

If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within Thirty (30) days of receipt of the request.

On any work remaining on outstanding punch list.

In accordance with Iowa Code 573.14 Retention of Unpaid Funds: the funds provided for in Section 573.13 shall be retained by the public corporation for a period of Thirty (30) days after the completion and final acceptance of the improvement. If at the end of the thirty-day period claims are on file are provided the public corporation shall continue to retain from the unpaid funds a sum equal to double the total amount of all claims on file. The remaining balance of unpaid funds, or if no claims are on file, the entire unpaid funds, shall be released and paid to the Contractor.

PAGE 6

Not Applicable

[X] Litigation in a court of competent jurisdiction

None

Jon Galbraith Chief Financial/Operating Officer Linn-Mar Community School District

3556 Winslow Road Marion, IA 52302

PAGE 7

Chris Storjohann Wenger Corporation

555 Park Drive Owatonna, MN 55060-4940

See Specification Section 00 22 13, Article 7, Paragraph 1.A - Contractor to provide Performance Bond.

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User Notes:

Not Applicable

PAGE 8

Not Applicable

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:35:14 CST on 11/13/2025 under Order No. 20250107044 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101TM - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)		
(Title)		
(Dated)		

School Finance Report August 31, 2024

17% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)	Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$71,955,000			\$628,051	\$1,412,081	\$2,040,012	2.8%	\$69,914,988		
2) Support Services(2000-2999)	\$34,849,700			\$1,993,564	\$2,427,647	\$4,421,566	12.7%	\$30,428,134		
3) Non-Instructional(3000-3999)	\$5,207,500			\$104,772	\$24,259	\$128,796	2.5%	\$5,078,704		
4) Other Expenditures((4000-6100)	\$28,110,865			\$2,711,561	\$256,653	\$2,968,213	10.6%	\$25,142,652		
5) Interfund Transfers (000910)	\$8,820,274			\$621,472	\$1,321,472	\$1,942,944	22.0%	\$6,877,330		
Total	\$148,943,339			\$6,059,420	\$5,442,112	\$11,501,531	7.7%	\$137,441,808		
Operating Fund-10	\$102,500,000	\$7,108,796	\$1,171,206	\$2,730,502	\$2,054,253	\$4,785,015	4.7%	97,714,985	(3,613,809)	3,494,987
Activity-21	\$1,100,000	\$1,004,117	\$124,591	\$109,486	\$31,671	\$141,157	12.8%	958,843	(16,566)	987,552
Management-22	\$2,800,000	\$2,014,469	\$1,096	\$0	\$2,704,381	\$2,704,381	96.6%	95,619	(2,703,286)	(688,816)
PERL-24	\$248,000	\$37,667	\$16,566	\$5,686	\$0	\$5,686	2.3%	242,314	10,880	48,547
SAVE-33	\$13,562,000	\$19,890,609	\$1,989,692	\$1,726,408	\$621,472	\$2,347,880	17.3%	11,214,120	(358,188)	19,532,421
Other Capital Projects-31, 32, 35	\$4,116,000	\$6,493,636	\$60,071	\$1,292,287	\$0	\$1,292,287	31.4%	2,823,713	(1,232,216)	5,261,420
PPEL-36	\$4,931,663	\$6,280,709	\$55,587	\$93,411	\$6,050	\$99,461	2.0%	4,832,202	(43,874)	6,236,835
Debt Service-40	\$15,125,676	\$542,598	\$8,747	\$600	\$0	\$600	0.0%	15,125,076	8,147	550,745
Nutrition-61	\$4,100,000	\$3,184,707	\$94,234	\$28,268	\$13,472	\$41,506	1.0%	4,058,494	52,728	3,237,435
Aquatic Center-65	\$410,000	\$276,646	\$37,311	\$70,123	\$10,677	\$80,774	19.7%	329,226	(43,463)	233,183
Student Store-68	\$50,000	\$33,225	\$0	\$2,650	\$135	\$2,785	5.6%	47,215	(2,785)	30,440
Total	\$148,943,339	\$46,867,180	\$3,559,100	\$6,059,420	\$5,442,112	\$11,501,531	7.7%	137,441,808	(7,942,431)	38,924,749

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2024-2025 Date Range: 07/01/2024 - 08/31/2024 Increases Decreases Title Debits Credits Account Number Beginning Balance Cash Balance 10.0000.0000.000.0000.111001 ISJIT-General Fund 68.429.24 13,460,920.42 17.659.02 13,410,150.20 CASH IN BANK 10.0001.0000.000.0000.101000 21,500.12 20,856,487.15 20,052,200.55 825,786.72 10.0002.0000.000.0000.101000 CASH IN BANK 5,201.98 0.60 0.00 5,202.58 ISJIT - Student Activity 21.0000.0000.000.0000.111001 924,741.34 932,716.17 924,741.34 932,716.17 CASH IN BANK 21.0001.0000.000.0000.101000 0.00 44,164.23 44,164.23 0.00 21.0002.0000.000.0000.101000 CASH IN BANK 72,326.35 933,418.21 920,591.04 85,153.52 22.0000.0000.000.0000.111001 ISJIT - Management 770,617.78 748.78 771,366.46 0.10 22.0006.0000.000.0000.101000 CASH IN BANK 1,133,619.80 1,605,492.19 2,727,928.32 11,183.67 CASH IN BANK 24.0001.0000.000.0000.101000 0.00 7,345.44 7,345.44 0.00 24.0003.0000.000.0000.101000 CASH IN BANK 191,997.32 17,254.42 149,855.89 59,395.85 33.0003.0000.000.0000.101000 CASH IN BANK 5,331,284.43 3,679,149.95 2,995,902.41 6,014,531.97 CASH IN BANK 35.0003.0000.000.0000.101000 611,705.91 1,380,835.87 1,967,075.17 25,466.61 36.0003.0000.000.0000.101000 CASH IN BANK 6,764,579.40 71,362.32 577,331.45 6,258,610.27 40.0003.0000.000.0000.101000 CASH IN BANK 532,204.24 1,262,684.39 1,200.00 1,793,688.63 61.0000.0000.000.0000.111001 ISJIT - Nutrition 2,568,726.02 22,152.58 0.00 2,590,878.60 CASH IN BANK 61.0001.0000.000.0000.101000 0.00 49,750.88 49,750.88 0.00 CASH IN BANK 61.0004.0000.000.0000.101000 646.462.70 280,933.16 62,553.93 864.841.93 65.0001.0000.000.0000.101000 CASH IN BANK 0.00 134,251.86 134,251.86 0.00 CASH IN BANK 65.0002.0000.000.0000.101000 402,746.45 43,727.95 147,278.85 299,195.55 CASH IN BANK 68.0002.0000.000.0000.101000 30,350.76 52.96 2,837.67 27,566.05 33,418,214.80 31.390.958.35 44.997.295.91 19,811,877.24

End of Report

Printed: 11/05/2024 1:31:50 PM Report: rptGLCashBalances 2024.1.27 Page:

School Finance Report August 31, 2025

17% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)	Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$74,303,000			\$271,937	\$892,474	\$1,164,411	1.6%	\$73,138,589		
2) Support Services(2000-2999)	\$36,190,000			\$2,224,115	\$2,733,504	\$4,957,619	13.7%	\$31,232,381		
3) Non-Instructional(3000-3999)	\$4,815,000			\$102,162	\$27,604	\$129,767	2.7%	\$4,685,233		
4) Other Expenditures((4000-6000)	\$27,130,695			\$2,003,388	\$45,771	\$2,049,160	7.6%	\$25,081,535		
5) Interfund Transfers (000910)	\$6,400,000			\$683,039	\$683,039	\$1,366,078	21.3%	\$5,033,922		
Total	\$148,838,695			\$5,284,642	\$4,382,393	\$9,667,034	6.5%	\$139,171,661		
Operating Fund-10	\$107,120,000	\$10,186,140	\$960,077	\$1,963,312	\$1,300,293	\$3,263,605	3.0%	103,856,395	(2,303,528)	7,882,612
Activity-21	\$1,300,000	\$100,716	\$119,034	\$81,812	\$45,359	\$127,171	9.8%	1,172,829	(8,137)	92,578
Management-22	\$2,500,000	\$1,753,557	\$4,122	\$0	\$2,225,037	\$2,225,037	89.0%	274,963	(2,220,914)	(467,357)
PERL-24	\$350,000	\$289,990	\$1,886	\$186,379	\$0	\$186,379	53.3%	163,621	(184,493)	105,497
SAVE-33	\$12,000,000	\$13,885,463	\$1,900,020	\$2,080,857	\$705,064	\$2,785,921	23.2%	9,214,079	(885,901)	12,999,562
Other Capital Projects-31, 32, 35	\$200,000	\$2,896,916	\$18,294	\$0	\$0	\$0	0.0%	200,000	18,294	2,915,210
PPEL-36	\$6,000,000	\$5,707,531	\$43,260	\$868,937	\$74,593	\$943,529	15.7%	5,056,471	(900,270)	4,807,262
Debt Service-40	\$14,500,000	\$721,121	\$18,511	\$600	\$0	\$600	0.0%	14,499,400	17,911	739,032
Nutrition-61	\$4,371,195	\$2,538,301	\$75,931	\$23,054	\$12,920	\$35,974	0.8%	4,335,221	39,957	2,578,258
Aquatic Center-65	\$450,000	\$246,154	\$47,773	\$76,243	\$19,024	\$95,267	21.2%	354,734	(47,494)	198,660
Student Store-68	\$47,500	\$32,601	\$332	\$3,448	\$104	\$3,552	7.5%	43,948	(3,220)	29,381
Total	\$148,838,695	\$38,358,491	\$3,189,240	\$5,284,642	\$4,382,393	\$9,667,034	6.5%	139,171,661	(6,477,795)	31,880,696

Linn-Mar Community School District

Cash Balances

iscal Year: 2025-2026	Date Range: (07/01/2025 - 08/31/2025	Increases	Decreases		
Account Number	Title	Beginning Balance	Debits	Credits	Cash Balance	
10.0000.0000.000.0000.111001	ISJIT-General Fund	4,454,026.03	30,657.48	0.00	4,484,683.51	
10.0001.0000.000.0000.101000	CASH IN BANK	867.41	24,958,246.06	24,913,579.24	45,534.23	
10.0002.0000.000.0000.101000	CASH IN BANK	5,220.91	0.39	0.00	5,221.30	
21.0000.0000.000.0000.111001	ISJIT - Student Activity	1,006,634.90	273,752.74	0.00	1,280,387.64	
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	68,924.89	68,924.89	0.00	
21.0002.0000.000.0000.101000	CASH IN BANK	3,685.24	896,605.63	1,198,003.92	(297,713.05)	
21.0004.0000.000.0000.101000	CASH IN BANK	0.00	25,591.89	25,591.89	0.00	
22.0000.0000.000.0000.111001	ISJIT - Management	4,158.77	0.92	4,158.77	0.92	
22.0006.0000.000.0000.101000	CASH IN BANK	1,751,700.82	517,168.06	2,236,226.84	32,642.04	
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	7,613.04	7,613.04	0.00	
24.0003.0000.000.0000.101000	CASH IN BANK	301,991.17	3,162.80	198,526.44	106,627.53	
33.0003.0000.000.0000.101000	CASH IN BANK	6,980,044.61	4,806,321.53	3,912,655.58	7,873,710.56	
35.0003.0000.000.0000.101000	CASH IN BANK	894,901.61	2,376,310.63	2,671,301.10	599,911.14	
36.0003.0000.000.0000.101000	CASH IN BANK	6,181,951.16	649,760.95	1,899,454.12	4,932,257.99	
40.0003.0000.000.0000.101000	CASH IN BANK	702,905.50	1,404,004.90	1,800.00	2,105,110.40	
61.0000.0000.000.0000.111001	ISJIT - Nutrition	2,684,058.53	18,474.67	0.00	2,702,533.20	
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	100,402.83	100,402.83	0.00	
61.0004.0000.000.0000.101000	CASH IN BANK	338,769.35	334,962.32	116,256.98	557,474.69	
65.0000.0000.000.0000.111001	ISJIT Investment Account	265,000.00	0.00	265,000.00	0.00	
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	252,013.66	252,013.66	0.00	
65.0002.0000.000.0000.101000	CASH IN BANK	130,225.06	325,544.24	189,903.77	265,865.53	
65.0004.0000.000.0000.101000	CASH IN BANK	0.00	87,850.86	87,850.86	0.00	
68.0002.0000.000.0000.101000	CASH IN BANK	30,000.61	367.00	4,050.97	26,316.64	
		25,736,141.68	37,137,737.49	38,153,314.90	24,720,564.27	

End of Report

School Finance Report September 30, 2024

25% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)	Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$71,955,000			\$4,997,415	\$628,051	\$7,037,427	9.8%	\$64,917,573		
2) Support Services(2000-2999)	\$34,849,700			\$2,532,060	\$1,993,564	\$6,953,625	20.0%	\$27,896,075		
3) Non-Instructional(3000-3999)	\$5,207,500			\$260,845	\$104,772	\$389,641	7.5%	\$4,817,859		
4) Other Expenditures((4000-6100)	\$28,110,865			\$3,374,231	\$2,711,561	\$6,342,444	22.6%	\$21,768,421		
5) Interfund Transfers (000910)	\$8,820,274			\$621,472	\$621,472	\$2,564,416	29.1%	\$6,255,858		
Total	\$148,943,339			\$11,786,022	\$6,059,420	\$23,287,554	15.6%	\$125,655,785		
Operating Fund-10	\$102,500,000	\$7,108,796	\$9,381,592	\$7,586,014	\$2,730,502	\$12,371,029	12.1%	90,128,971	(2,989,438)	4,119,358
Activity-21	\$1,100,000	\$1,004,117	\$253,668	\$117,444	\$109,486	\$258,601	23.5%	841,399	(4,934)	999,184
Management-22	\$2,800,000	\$2,014,469	\$153,543	\$22,005	\$0	\$2,726,387	97.4%	73,613	(2,572,844)	(558,374)
PERL-24	\$248,000	\$37,667	\$38,630	\$34,510	\$5,686	\$40,196	16.2%	207,804	(1,565)	36,102
SAVE-33	\$13,562,000	\$19,890,609	\$2,772,068	\$2,053,245	\$1,726,408	\$4,401,125	32.5%	9,160,875	(1,629,057)	18,261,552
Other Capital Projects-31, 32, 35	\$4,116,000	\$6,493,636	\$100,182	\$808,211	\$1,292,287	\$2,100,498	51.0%	2,015,502	(2,000,316)	4,493,320
PPEL-36	\$4,931,663	\$6,280,709	\$351,847	\$903,043	\$93,411	\$1,002,504	20.3%	3,929,159	(650,657)	5,630,052
Debt Service-40	\$15,125,676	\$542,598	\$345,075	\$0	\$600	\$600	0.0%	15,125,076	344,475	887,073
Nutrition-61	\$4,100,000	\$3,184,707	\$401,016	\$245,921	\$28,268	\$287,426	7.0%	3,812,574	113,589	3,298,296
Aquatic Center-65	\$410,000	\$276,646	\$56,253	\$13,809	\$70,123	\$94,583	23.1%	315,417	(38,330)	238,316
Student Store-68	\$50,000	\$33,225	\$11,020	\$1,820	\$2,650	\$4,605	9.2%	45,395	6,416	39,641
Total	\$148,943,339	\$46,867,180	\$13,864,893	\$11,786,022	\$6,059,420	\$23,287,554	15.6%	125,655,785	(9,422,660)	37,444,520

Linn-Mar Community School District

Cash Balances

iscal Year: 2024-2025	Date Range:	07/01/2024 - 09/30/2024	Increases	Decreases	
Account Number	Title	Beginning Balance	Debits	Credits	Cash Balance
10.0000.0000.000.0000.101000	CASH IN BANK	0.00	250.00	250.00	0.00
10.0000.0000.000.0000.111001	ISJIT-General Fund	13,410,150.20	68,500.56	13,460,920.42	17,730.34
10.0001.0000.000.0000.101000	CASH IN BANK	21,500.12	28,936,446.56	28,507,940.90	450,005.78
0.0002.0000.000.0000.101000	CASH IN BANK	5,201.98	8.78	0.00	5,210.76
0.0005.0000.000.0000.101000	CASH IN BANK	0.00	50.00	50.00	0.00
1.0000.0000.000.0000.111001	ISJIT - Student Activity	924,741.34	936,483.46	924,741.34	936,483.46
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	47,761.15	47,761.15	0.00
1.0002.0000.000.0000.101000	CASH IN BANK	72,326.35	1,322,911.15	1,328,659.77	66,577.73
2.0000.0000.000.0000.111001	ISJIT - Management	770,617.78	748.78	771,366.46	0.10
2.0006.0000.000.0000.101000	CASH IN BANK	1,133,619.80	1,757,939.42	2,749,933.52	141,625.70
4.0001.0000.000.0000.101000	CASH IN BANK	0.00	11,097.86	11,097.86	0.00
4.0003.0000.000.0000.101000	CASH IN BANK	191,997.32	39,318.55	184,365.80	46,950.07
3.0003.0000.000.0000.101000	CASH IN BANK	5,331,284.43	5,834,338.40	5,049,147.07	6,116,475.76
5.0003.0000.000.0000.101000	CASH IN BANK	611,705.91	2,203,778.88	2,775,286.26	40,198.53
6.0003.0000.000.0000.101000	CASH IN BANK	6,764,579.40	367,622.71	1,480,374.27	5,651,827.84
0.0003.0000.000.0000.101000	CASH IN BANK	532,204.24	2,220,484.44	1,200.00	2,751,488.68
1.0000.0000.000.0000.111001	ISJIT - Nutrition	2,568,726.02	32,617.34	0.00	2,601,343.36
1.0001.0000.000.0000.101000	CASH IN BANK	0.00	163,576.51	163,576.51	0.00
1.0004.0000.000.0000.101000	CASH IN BANK	646,462.70	525,419.84	314,957.04	856,925.50
5.0001.0000.000.0000.101000	CASH IN BANK	0.00	147,442.91	147,442.91	0.00
5.0002.0000.000.0000.101000	CASH IN BANK	402,746.45	63,193.79	161,611.37	304,328.87
3.0002.0000.000.0000.101000	CASH IN BANK	30,350.76	11,073.41	4,657.82	36,766.35
		33,418,214.80	44,691,064.50	58,085,340.47	20,023,938.83

End of Report

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School Finance Report September 30, 2025

25% of the School Year Complete

	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)	Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$74,303,000			\$5,537,337	\$271,937	\$6,701,748	9.0%	\$67,601,252		
2) Support Services(2000-2999)	\$36,190,000			\$3,004,706	\$2,224,115	\$7,962,324	22.0%	\$28,227,676		
3) Non-Instructional(3000-3999)	\$4,815,000			\$283,699	\$102,162	\$413,466	8.6%	\$4,401,534		
4) Other Expenditures((4000-6000)	\$27,130,695			\$2,191,659	\$2,003,388	\$4,240,819	15.6%	\$22,889,876		
5) Interfund Transfers (000910)	\$6,400,000			\$683,039	\$683,039	\$2,049,117	32.0%	\$4,350,883		
Total	\$148,838,695			\$11,700,439	\$5,284,642	\$21,367,474	14.4%	\$127,471,221		
Operating Fund-10	\$107,120,000	\$10,186,140	\$8,935,943	\$8,419,590	\$1,963,312	\$11,683,195	10.9%	95,436,805	(2,747,252)	7,438,888
Activity-21	\$1,300,000	\$100,716	\$260,330	\$107,903	\$81,812	\$235,074	18.1%	1,064,926	25,256	125,972
Management-22	\$2,500,000	\$1,753,557	\$176,710	-\$7,272	\$0	\$2,217,765	88.7%	282,235	(2,041,054)	(287,497)
PERL-24	\$350,000	\$289,990	\$20,290	\$22,676	\$186,379	\$209,055	59.7%	140,945	(188,764)	101,226
SAVE-33	\$12,000,000	\$13,885,463	\$2,836,192	\$2,437,698	\$2,080,857	\$5,223,619	43.5%	6,776,381	(2,387,427)	11,498,036
Other Capital Projects-31, 32, 35	\$200,000	\$2,896,916	\$26,789	\$0	\$0	\$0	0.0%	200,000	26,789	2,923,704
PPEL-36	\$6,000,000	\$5,707,531	\$289,583	\$431,415	\$868,937	\$1,374,944	22.9%	4,625,056	(1,085,361)	4,622,170
Debt Service-40	\$14,500,000	\$721,121	\$267,337	\$600	\$600	\$1,200	0.0%	14,498,800	266,137	987,259
Nutrition-61	\$4,371,195	\$2,538,301	\$381,513	\$261,529	\$23,054	\$297,503	6.8%	4,073,692	84,010	2,622,311
Aquatic Center-65	\$450,000	\$246,154	\$69,267	\$16,283	\$76,243	\$111,549	24.8%	338,451	(42,282)	203,872
Student Store-68	\$47,500	\$32,601	\$19,958	\$10,018	\$3,448	\$13,570	28.6%	33,930	6,388	38,989
Total	\$148,838,695	\$38,358,491	\$13,283,913	\$11,700,439	\$5,284,642	\$21,367,474	14.4%	127,471,221	(8,083,561)	30,274,930

Linn-Mar Community School District

Cash Balances

iscal Year: 2025-2026	Date Range:	07/01/2025 - 09/30/2025	Increases	Decreases	
Account Number	Title	Beginning Balance	Debits	Credits	Cash Balance
10.0000.0000.000.0000.101000	CASH IN BANK	0.00	2,357.37	2,357.37	0.00
10.0000.0000.000.0000.111001	ISJIT-General Fund	4,454,026.03	45,342.20	0.00	4,499,368.23
10.0001.0000.000.0000.101000	CASH IN BANK	867.41	33,660,861.69	33,706,604.17	(44,875.07)
10.0002.0000.000.0000.101000	CASH IN BANK	5,220.91	0.39	0.00	5,221.30
10.0004.0000.000.0000.101000	CASH IN BANK	0.00	42.00	42.00	0.00
21.0000.0000.000.0000.111001	ISJIT - Student Activity	1,006,634.90	277,945.25	0.00	1,284,580.15
21.0001.0000.000.0000.101000	CASH IN BANK	0.00	86,988.92	86,988.92	0.00
21.0002.0000.000.0000.101000	CASH IN BANK	3,685.24	1,331,565.22	1,603,737.44	(268,486.98)
21.0004.0000.000.0000.101000	CASH IN BANK	0.00	25,591.89	25,591.89	0.00
22.0000.0000.000.0000.111001	ISJIT - Management	4,158.77	0.92	4,158.77	0.92
22.0006.0000.000.0000.101000	CASH IN BANK	1,751,700.82	697,078.14	2,236,276.84	212,502.12
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	11,473.22	11,473.22	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	301,991.17	21,567.13	221,202.09	102,356.21
33.0003.0000.000.0000.101000	CASH IN BANK	6,980,044.61	6,579,290.01	6,350,353.39	7,208,981.23
35.0003.0000.000.0000.101000	CASH IN BANK	894,901.61	2,376,310.63	2,671,301.10	599,911.14
86.0003.0000.000.0000.101000	CASH IN BANK	6,181,951.16	896,084.47	2,331,823.97	4,746,211.66
0.0003.0000.000.0000.101000	CASH IN BANK	702,905.50	2,335,870.15	2,400.00	3,036,375.65
61.0000.0000.000.0000.111001	ISJIT - Nutrition	2,684,058.53	27,323.87	0.00	2,711,382.40
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	251,160.46	251,160.46	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	338,769.35	563,357.58	378,534.61	523,592.32
65.0000.0000.000.0000.111001	ISJIT Investment Account	265,000.00	0.00	265,000.00	0.00
55.0001.0000.000.0000.101000	CASH IN BANK	0.00	267,977.40	267,977.40	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	130,225.06	347,038.54	206,186.51	271,077.09
5.0004.0000.000.0000.101000	CASH IN BANK	0.00	87,850.86	87,850.86	0.00
8.0002.0000.000.0000.101000	CASH IN BANK	30,000.61	20,396.95	14,472.91	35,924.65
		25,736,141.68	49,913,475.26	50,725,493.92	24,924,123.02

End of Report

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RECEIVED OCT 28 2025 Fundraising Request Form

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines Exhibit 706.1

Request Form Due	Board Approval Date	Fundraiser Start Date	
First day of school for fundraisers occurring from October ${f 1}^{ m st}$ thru December ${f 31}^{ m st}$	First meeting in September		
Last day of school before Thanksgiving break for fundraisers occurring from January 1 st thru March 31 st	December meeting	Fundraisers should NOT start until the day	
By February 15 th for fundraisers occurring from April 1 st thru May 31 st	March meeting	immediately following board approval	
By April 15 th for fundraisers occurring from June 1 st thru September 30 th	First meeting in May		

REMINDERS: All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the fundraiser ends. Proceeds should be spent during the year funds are raised.

Contact Email: andrew. Cutler @linnmar. k12:19.us District Account Code: 21.0201. 1900.950-

Building Name: Excelsion Middle School Sponsoring Group: Double Time Show Choir

Contact Name: Andy Cutter Contact Phone: (515) 943-8258

Description of Fundraising Activity (All information is required for the request to be considered)							
Fundraising Activity: Cedar Rapids Egg Roll Lady - egg roll sales fundraiser							
Activity Start/End Dates: Oct Mar. Estimated Proceeds: \$\frac{1000-2,000}{\text{Purpose/Use}} \] Purpose/Use of Funds Raised (Must be specific): The funds raised would go toward the							
Purpose/Use of Funds Raised (Must be specific): The funds raised would go toward the							
cost of our show choir season; including competition registration fees,							
prop/backdrop construction, song rights purchasing, arrangement fees, and							
music purchases.							
Administrator Approval:							
I approve that this request is necessary to provide funds for the purposes described above.							
Building Administrator's Signature: Date: Date: Date: Date:							
—··—·//							
Business Office and Board Review/Approval:							
Business Office Review/Approval:							
Board Review/Approval: Date:							
Summary Due Date:							
Revised: 6/22; 7/22							

Priman Made



Fundraising Request Form

Exhibit 706.2

Completed request forms are to be submitted to the business office per the following schedule:

Request Due	Board Meeting Date	Activity Start Date
By 1st day of School	First meeting in Sept	Day after approval meeting
By last day before Thanksgiving break	December meeting	Day after approval meeting
By last day before spring break	First meeting in April	Day after approval meeting

<u>Important Notes</u>: A fundraising project summary is due six weeks after the activity ends. Proceeds should be spent during the year the funds are raised. All groups are required to submit a request for each activity to the business office specifying how all fundraising proceeds are to be spent.

	1000	Tual Vivus	Sponsoring Gro	ap / (/ 1)	National residence for the contract publication of the Contract Co			
Contact Name	Sava	Krause	Contact Phone	319-3100	2-0590			
Contact E-Mail	skraus	ealinn mar. Kl	2 Ja. US District Accoun	10.0436-1013	-102-8039-00199			
non med die ON-This day on the control of the contr			, . J					
Description of Activity								
all information must be provided in order to be approved								
Fundraising Activity Artsonia digital portfolio with online								
Activity Holly to Dates								
Estimated Proceeds \$100								
paper, and c	day	Must be specific) Hv glazes, Craft Supplies that	ing sup	es: yarn, plies, pain regular b	drawing t. molget.			
* I am approving that this request is necessary to provide funds for the purpose described above. Building Admin Signature of Approval Date								
Business Office Review:	: 4	Office (Jse Only	11112/25 Date	Summary Due Date:			
School Board Review/Approv	val:	·		Data				
				Date				



Building Name: HP, OR, BP, EX

Contact Name: Stephanie Nuss



Fundraising Request Form

Code: 1005.4-E1

Forms should be submitted to the Business Office per the following deadlines

Exhibit 706.3

Request Form Due	Board Approval Date	Fundraiser Start Date	
First day of school for fundraisers occurring from October 1 st thru December 31 st	First meeting in September		
Last day of school before Thanksgiving break for fundraisers occurring from January 1 st thru March 31 st	December meeting	Fundraisers should NOT start until the day immediately following board approval	
By February 15 th for fundraisers occurring from April 1 st thru May 31 st	March meeting		
By April 15 th for fundraisers occurring from June 1 st thru September 30 th	First meeting in May		

REMINDERS: All groups are required to submit a request for each fundraiser to the Business Office specifying how all funds raised will be spent. A Fundraising Project Summary (Refer to Policy 1005.4-E2) is due six weeks after the

Sponsoring Group: 5-8 Band

Contact Phone: 319-730-3640

Contact Email: snuss@linnmar.k12.ia.us District Ac	count Code: BP 10.0472.1101.112.9224 OR: 10.0445.1101.112.9224.001999
Description of Fundraising Activity (All information is required)	for the request to be considered)
Fundraising Activity: Apparel Sale	
Activity Start/End Dates: Feb. 1 - Feb. 25	Estimated Proceeds: \$2000 (\$500 per building)
Purpose/Use of Funds Raised (Must be specific): Purchase mo	uthpieces, music, reeds, accessories for instruments, tuners,
and percussion instruments	•
	•
DESCRIPTION OF DESCRIPTION IS OFFICE-STREET, IN DESCRIPTION IN DES	TOTAL IN THE STATE OF THE STATE
Administrator Approval: I approve that this request is necessary to provide funds for the	
Building Administrator's Signature	Date: 10/27/25
DESCRIPTION IN DESCRI	CONTRACTOR DE MANAGEMENTO DE MANAGEM
Business Office and Board Review/Approval	()
Business Office Review/Approval:	usal Date: 11/12/25
Board Review/Approval:	Date:
fundraiser ends. Proceeds should be spent during the year fund	ds are raised.



--- BALLOT ---

Grant Wood Area Education Agency 10 Board of Directors Election

<u>Director District Number 5</u>

CANDIDATE FOR ELECTION

🗖 Deborah Stewart Bowman

I,(<i>Name</i>)	, being a member o	of the board of d	irectors and
being duly authorized by the	Linn-Mar (Local School District)	_ Community Scl	nool Board of
Directors, hereby cast the weig	hted vote of that Board	for Deborah Ste	
as Director of District Number	9 for the Grant Wood A	Area Education A	gency Board of
Directors.			
Date: November 17, 20 25	5	Weighted Vote _	44.7%

A school district's weighted vote must be cast for one (1) candidate, and may not be divided among several candidates. The weighted votes, as determined by the Department of Education, are listed on the enclosed *Population and Voting Data* document.

To be counted, this Ballot must be received by the end of the normal business day on November 30 or be clearly postmarked by an officially authorized postal service not later than November 29 and received not later than noon on the first Monday following November 30, by: Meg Gillette, Board Secretary, Grant Wood AEA 10, 4401 6th St SW, Cedar Rapids, IA 52404.