

WE ARE LINN-MAR®

District Honors & Highlights - November 20, 2023

Compass Honors: Congratulations to the Compass students who were recipients of the 49 academic awards given during the first quarter academic awards celebration! The academic awards were presented for outstanding work in Algebra, Personal Finance, Geometry, Physics, Biology, Chemistry, Anatomy, Botany, Government, World History, Sociology, U.S. History, American Literature, Speech, Journalism, Reading, Contemporary Literature, English, Physical Education, and Achievement Studies.



Athletic Honors: Congratulations to the following student athlete for signing Letters of Intent on November 8th:

- Rylie Bucklin, Luther College, soccer
- Mackenzie Cejka, Loras College, soccer
- Kadin Fry, Wartburg College, soccer
- Shelby Lake, Loras College, soccer
- Blake Whitlow, Wartburg College, soccer
- Luke Kelley, University of South Dakota, swimming
- Mason Turner, University of South Dakota, swimming
- Grace Whisenand, Western Colorado University, swimming
- Clayton Feldman, Marshalltown Community College, baseball
- Austin Andersen, Des Moines Area Community College, baseball
- Kaylee Bunn, Mount Mercy University, track and field
- Kane Naaktgeboren, Iowa State University, wrestling



Girls Swimming Honors: Congratulations to Girls Swimming and Diving on their second place finish during regionals and moving onto the state meet!



All-State Music Honors: The district had 88 student musicians audition for All-State Music and 54 were selected along with 5 alternates! Twelve were selected for All-State Band (with 3 alternates), 20 string players were selected for All-State Orchestra (with 2 alternates), and 22 were selected for All-State Chorus. [Click here to read a full list of the students](#)

Venture Academics Honor: Congratulations to the Venture Academics program for being mentioned in the Iowa Authentic Learning Network newsletter! [Click here to read more!](#)



LM Booster Club Special Thanks: A special thank you goes out to the LM Booster Club for donating over \$164,000 to student programs during the 2022-23 school year!

Teacher Honor: Congratulations to Jessica Dunnick, Bowman Woods Music Teacher, for receiving the University of Northern Iowa Dr. Robert E. and Phyllis M. Yager Exemplary Teaching Recognition Award. The award is given to UNI graduates, "who have gone on to excellence as K-12 teachers in Iowa and identify a UNI faculty member's contribution to their success".

Ms. Dunnick is on the right!



Middle & High School Band Honors: Congratulations to the 35 Linn-Mar musicians (including eight students from Excelsior Middle School, 10 students from Oak Ridge Middle School, and 17 students from Linn-Mar High School) have been selected to participate in the annual Northeast Iowa Bandmasters Association (NEIBA) Honor Band Festival on Saturday, December 2nd. Each student musician will perform in one of four select ensembles made up of middle school or high school instrumentalists, from approximately 60 schools in Northeast Iowa. [Click here to read the full list of students](#)



Choir Honors: Congratulations to the 25 Linn-Mar intermediate, middle school, and high school student vocalists who were selected by the Iowa Choral Directors Association to perform as part of the 2023 Opus Honor Choir. [Click here to read the full list of students](#)



Orchestra Honors: Congratulations to the 17 Linn-Mar student musicians who were selected for the 2024 North East Iowa String Teacher Association (NEISTA) Orchestra Festival. [Click here to read the full list of students](#)



Drama Honors: Congratulations to the LMHS freshman drama students who did a great job in presenting *The Dining Room* written by American playwright A. R. Gurney.

Esports Honors: Congratulations to Rainbow 6 Siege and Super Smash Brothers Esports teams for making it to the state championships!



STATE OF IOWA
ABSTRACT OF VOTES

Linn County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio County Board of Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the 2023 Linn County City/School Election held on the 7th day of November, 2023, as shown by the tally lists returned from the several election precincts.

Linn-Mar Community School District: Director at Large

Linn

Barry J. Buchholz	Received four thousand six hundred thirty-nine (4639) votes
Justin Foss	Received four thousand five hundred forty-seven (4547) votes
Katie Lowe Lancaster	Received four thousand five hundred ninety-eight (4598) votes
Tom Law	Received two thousand nine hundred seventy-four (2974) votes
Brittania Morey	Received four thousand two hundred eighty (4280) votes
Kevin Slaman	Received three thousand one hundred forty-four (3144) votes
Laura Steffek	Received three thousand three hundred seven (3307) votes
Jodi Treharne	Received three thousand five (3005) votes
Candidate Total	Thirty thousand four hundred ninety-four (30494) votes
SCATTERING	Forty-three (43) votes
TOTAL	Thirty thousand five hundred thirty-seven (30537) votes

We therefore declare:

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

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

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

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

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

Done at Cedar Rapids the county seat of Linn County, this 14th day of November, 2023.

Louis J. Zumbard
Chairperson

[Signature]
Krista My-Margaret

(Seal)

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

Attest:

[Signature]
County Auditor and Clerk of the Board of Supervisors

ITEMS TO INCLUDE ON AGENDA

LINN-MAR COMMUNITY SCHOOL DISTRICT

Approximately \$33,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

- Hearing on the Proposed Issuance of Approximately \$33,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds
- Resolution Supporting the Proposed Issuance of Approximately \$33,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

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

November 20, 2023

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

Absent: _____

Vacant: _____

* * * * *

The President of the Board of Directors of the Linn-Mar Community School District (the "School District") announced that this is the time, place and date to hold a hearing on the Proposed Issuance of Approximately \$33,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds. The following persons appeared:

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

The President declared the hearing closed.

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

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION SUPPORTING THE PROPOSED ISSUANCE OF APPROXIMATELY \$33,000,000 SCHOOL INFRASTRUCTURE SALES, SERVICES AND USE TAX REVENUE BONDS

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

WHEREAS, pursuant to Iowa Code Chapter 423F and an election duly held in accordance therewith on November 5, 2019 approving a revenue purpose statement (the "Revenue Purpose Statement"), the Board of Directors is currently entitled to spend SAVE Revenue for school infrastructure purposes; and

WHEREAS, the Board of Directors is in need of funds for the following school infrastructure projects: to construct, build, furnish, and equip a performance arts center, including costs of issuance and a debt service reserve fund if required by the purchaser; and

WHEREAS, the Board of Directors has deemed it necessary and advisable that the District issue School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Sections 423F.2 and 423F.4,

in the approximate amount of \$33,000,000 for the purpose of providing funds to construct, build, furnish, and equip a performance arts center, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement; and

WHEREAS, the Board of Directors has complied with the provisions of Iowa Code Section 423F.4 by providing notice and holding a public hearing on the proposal to issue such Bonds:

NOW, THEREFORE, it is resolved:

1. The Board of Directors supports the proposal to issue approximately \$33,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Sections 423F.2 and 423F.4, for the purpose of providing funds to construct, build, furnish, and equip a performance arts center, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

2. Eligible electors of the school district have the right to file with the Board Secretary a petition pursuant to Iowa Code Section 423F.4(2)(b), on or before close of business on December 4, 2023, for an election on the proposed bond issuance. The petition must be signed by eligible electors equal in number to not less than one hundred or thirty percent of those voting at the last preceding election of school officials under Iowa Code Section 277.1, whichever is greater.

3. In the event a petition containing the required number of valid signatures is filed with the Secretary of the Board on or before close of business on December 4, 2023, the President shall call a meeting of the Board to consider withdrawing the proposed Bond issuance, or directing that the question of the proposed Bond issuance be submitted to the qualified electors of the School District.

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

Shall the Board of Directors of the Linn-Mar Community School District in the County of Linn, State of Iowa, be authorized to issue approximately \$33,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Sections 423F.2 and 423F.4, in the approximate amount of \$33,000,000 for the purpose of providing funds to construct, build, furnish, and equip a performance arts center, including costs of issuance and a debt service reserve fund if required by the purchaser; with any bond proceeds remaining after completion of this project used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement?

PASSED AND APPROVED this 20th day of November, 2023.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors


AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> 22213000 Linn-Mar Tennis Courts Oak Ridge Middle School 4901 Alburnett Rd Marion, Iowa 52302	CONTRACT INFORMATION: Contract For: General Construction Date: December 12, 2022	CERTIFICATE INFORMATION: Certificate Number: 001 Date: September 27, 2023
OWNER: <i>(name and address)</i> Linn-Mar Community School District 2999 North Tenth Street Marion, Iowa 52302	ARCHITECT: <i>(name and address)</i> OPN Architects 200 5 th Ave. SE, Suite 201 Cedar Rapids, Iowa 52401	CONTRACTOR: <i>(name and address)</i> B&M Construction 107 West Tidewater Dr. West Branch, Iowa 52358

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.)
General Construction of New Tennis Courts

OPN Architects	 <small>Digitally signed by Elisha Horsfall DN: cn=Elisha Horsfall, o=OPN Architects, Inc., ou=OPN Architects, Inc., c=USA, email=Elisha.Horsfall@opnarchitects.com, Date: 2023.10.03 10:19:27-0500</small>	Elisha Horsfall, Project Architect	09/25/2023
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	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

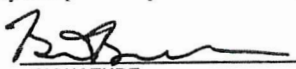
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
Windscreen installation on hold due to potential changes, and 09/25/23 Final Civil Punchlist

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 ninety (90) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$3,617 + Project Retainage

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:

B&M Construction		Brian Brannaman	9/28/23
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
Linn-Mar Community School District		Brittania Morey, Board President	
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER:
Linn-Mar Community School District
 3111 N 10th Street
 Marion, IA 52302

FROM CONTRACTOR:
B&M Construction, LLC
 1508 Rainbow Drive
 Belle Plaine, Iowa 52208

PROJECT: **Linn-Mar Tennis Courts**

VIA ARCHITECT: **OPN Architects**

APPLICATION NO: **8**

PERIOD TO: **09/30/2023**

B&M Job # **22035**
 OPN Job # **22213000**
 CONTRACT DATE: **12/12/22**

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....	\$	<u>1,624,100.00</u>
2. Net change by Change Orders	\$	<u>3,974.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>1,628,074.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>1,624,457.00</u>
5. RETAINAGE:		
a. <u>5</u> % of Completed Work (Column D + E on G703)	\$	<u>81,222.85</u>
b. <u>5</u> % of Stored Material (Column F on G703)	\$	<u> </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>81,222.85</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>1,543,234.15</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>1,522,144.40</u>
8. CURRENT PAYMENT DUE	\$	<u>21,089.75</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>84,839.85</u>

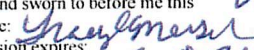
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$3,974.00	\$0.00
Total approved this Month		
TOTALS	\$3,974.00	\$0.00
NET CHANGES by Change Order	\$3,974.00	

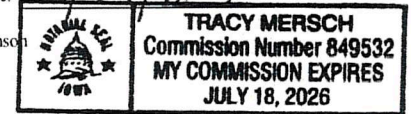
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: 

Date: 9/29/23

State of IOWA
 Subscribed and sworn to before me this 29th day of 2023
 Notary Public: 
 My Commission expires: 7-18-26



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ \$84,839.85

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

ARCHITECT:

By: **Elisha Horsfall**  Date: _____

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 8
 APPLICATION DATE: 09/29/23
 PERIOD TO: 09/30/23
 B&M Project #: 22035

In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	Mobilization	\$7,500.00	\$7,500.00			\$7,500.00	100%	\$0.00	\$375.00
	Bond/Insurance	\$26,185.00	\$26,185.00			\$26,185.00	100%	\$0.00	\$1,309.25
	Supervision	\$18,000.00	\$18,000.00			\$18,000.00	100%	\$0.00	\$900.00
	Clean up	\$10,500.00	\$10,500.00			\$10,500.00	100%	\$0.00	\$525.00
	Layout - sub	\$9,300.00	\$9,300.00			\$9,300.00	100%	\$0.00	\$465.00
	Layout - lbr	\$7,500.00	\$7,500.00			\$7,500.00	100%	\$0.00	\$375.00
	Demobilization	\$3,750.00	\$3,750.00			\$3,750.00	100%	\$0.00	\$187.50
	Submittal Exchange	\$4,732.00	\$4,732.00			\$4,732.00	100%	\$0.00	\$236.60
	Equipment, new & rented	\$25,000.00	\$25,000.00			\$25,000.00	100%	\$0.00	\$1,250.00
	Underslab vapor barrier - lbr	\$10,000.00	\$10,000.00			\$10,000.00	100%	\$0.00	\$500.00
	Underslab vapor barrier - mat	\$18,500.00	\$18,500.00			\$18,500.00	100%	\$0.00	\$925.00
	Fencing - lbr	\$81,375.00	\$77,758.00			\$77,758.00	96%	\$3,617.00	\$3,887.90
	Fencing - mat	\$91,975.00	\$91,975.00			\$91,975.00	100%	\$0.00	\$4,598.75
	Court SOG - lbr	\$162,589.00	\$162,589.00			\$162,589.00	100%	\$0.00	\$8,129.45
	Court SOG - mat	\$154,444.00	\$154,444.00			\$154,444.00	100%	\$0.00	\$7,722.20
	Misc SOG - lbr	\$85,500.00	\$85,500.00			\$85,500.00	100%	\$0.00	\$4,275.00
	Misc SOG - mat	\$83,750.00	\$83,750.00			\$83,750.00	100%	\$0.00	\$4,187.50
	Reinforcing - lbr	\$87,300.00	\$87,300.00			\$87,300.00	100%	\$0.00	\$4,365.00
	Reinforcing - mat	\$58,200.00	\$58,200.00			\$58,200.00	100%	\$0.00	\$2,910.00
	Grout ends - lbr	\$6,750.00	\$6,750.00			\$6,750.00	100%	\$0.00	\$337.50
	Grout ends - mat	\$1,650.00	\$1,650.00			\$1,650.00	100%	\$0.00	\$82.50
	Tennis equipment - lbr	\$7,500.00	\$7,500.00			\$7,500.00	100%	\$0.00	\$375.00
	Tennis equipment - mat	\$11,392.00	\$11,392.00			\$11,392.00	100%	\$0.00	\$569.60
	Surfacing/stripping - lbr	\$38,675.00	\$38,675.00			\$38,675.00	100%	\$0.00	\$1,933.75
	Surfacing/stripping - mat	\$20,825.00	\$20,825.00			\$20,825.00	100%	\$0.00	\$1,041.25
	Electrical - lbr	\$104,382.00	\$99,382.00		\$5,000.00	\$104,382.00	100%	\$0.00	\$5,219.10
	Electrical - mat	\$85,404.00	\$85,404.00			\$85,404.00	100%	\$0.00	\$4,270.20
	Erosion control/seeding - lbr	\$16,633.00	\$6,272.26		\$10,360.74	\$16,633.00	100%	\$0.00	\$831.65
	Erosion control/seeding - mat	\$11,089.00	\$4,250.00		\$6,839.00	\$11,089.00	100%	\$0.00	\$554.45
	Earthwork/Utilities - lbr	\$210,925.00	\$210,925.00			\$210,925.00	100%	\$0.00	\$10,546.25
	Earthwork/Utilities - mat	\$113,575.00	\$113,575.00			\$113,575.00	100%	\$0.00	\$5,678.75
	Alternate 1	\$49,200.00	\$49,200.00			\$49,200.00	100%	\$0.00	\$2,460.00
	Remove Alternate 1	(\$49,200.00)	(\$49,200.00)			(\$49,200.00)	100%	\$0.00	(\$2,460.00)
	CO #1	\$25,915.00	\$25,915.00			\$25,915.00	100%	\$0.00	\$1,295.75
	CO #2	\$27,259.00	\$27,259.00			\$27,259.00	100%	\$0.00	\$1,362.95
	GRAND TOTALS	\$1,628,074.00	\$1,602,257.26		\$22,199.74	\$1,624,457.00	100%	\$3,617.00	\$81,222.85

 **AIA** Document G704[®] – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> 2023 Oak Ridge Middle School Roof Replacement 4901 Alburnett Rd, Marion, IA 52302	CONTRACT INFORMATION: Contract For: General Construction Date: February 09, 2023	CERTIFICATE INFORMATION: Certificate Number: 001 Date: September 05, 2023
OWNER: <i>(name and address)</i> Linn-Mar Community School District 2999 North 10th Street Marion, IA 52302	ARCHITECT: <i>(name and address)</i> Shive-Hattery, Inc. 222 3rd Ave SE Suite 300 Cedar Rapids, IA 52401	CONTRACTOR: <i>(name and address)</i> For Sure Roofing & Sheet Metal, LLC 6545 NE 14th Street, Des Moines, IA 50313

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.)

Shive-Hattery, Inc.		Stephen Stewart, Roofing Consultant	August 28, 2023
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	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:

For Sure Roofing & Sheet Metal, LLC		Kate Cobine, Project Manager	09/05/2023
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
Linn-Mar Community School District		Brittania Morey, Board Pres	
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONTRACTOR: Linn-Mar Community School Dis PROJECT: 2023 Oak Ridge MS Reroof APPLICATION NO: FINAL Distribution to:
2999 N 10th St 4901 Alburnett Rd
Marion, IA 52302 Marion, IA 52302
 OWNER
 ARCHITECT
 CONTRACTOR
 CONSTRUCTION
 MANAGER

FROM SUBCONTRACTOR: OWNER: Linn-Mar CSD PERIOD TO: 09/12/23
For Sure Roofing LLC
6545 NE 14th St PROJECT NO: #####
Des Moines, IA 50313 VIA ARCHITECT: Shive-Hattery
Roofing & Sheet Metal Cedar Rapids, IA 52401 CONTRACT DATE: 02/09/23

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

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

- 1. ORIGINAL CONTRACT SUM \$640,073.50
- 2. NET CHANGES by Change Orders (see box below) \$15,113.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$655,186.50
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$655,186.50
- 5. RETAINAGE:
 - a. _____ of Completed Work \$ _____
(Column D + E on G703)
 - b. Pending Liquidated Damages _____
- TOTAL Retainage (Lines 5a + 5b or Total in Column I of G703) \$ _____
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$655,186.50
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 625,045.38
- 8. CURRENT PAYMENT DUE (Line 6 Less Line 7) \$30,141.12
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6 = Totals in Columns H + I of G703) \$0.00

CONTRACTOR:

By: Kate Cobine Date: 09/12/23
 Kate Cobine, Project Manager




CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 30,141.12

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

CONSTRUCTION MANAGER:

By: _____ Date: _____
 ARCHITECT _____ Date: 11/1/2023
 By: _____

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$17,869.00	\$0.00
Total approved this Month		(\$2,756.00)
TOTALS	\$17,869.00	(\$2,756.00)
NET CHANGES by Change Order	\$15,113.00	

ROOF MAINTENANCE WARRANTY

PROJECT: 2112208510 – 2023 Oak Ridge Middle School Roof Improvements, Linn-Mar Community School District

This agreement between Linn-Mar Community School District, hereinafter referred to as OWNER, and For Sure Roofing & Sheet Metal, hereafter referred to as CONTRACTOR, is entered into to provide maintenance on the roof of Oak Ridge Middle School, located at 4901 Alburnett Rd, Marion, IA 52302, Marion, Iowa, for 2 years beginning August 28, 2023 and ending August 28, 2025.

For the purpose of this agreement, maintenance is defined as the repair of roof membrane and flashing defects, and the replacement of roof membrane and flashing components that threaten the viability of the roof system to keep the building free from externally caused leakage through the roof. Warranty shall include all materials and workmanship required to repair any defects that develop during the warranty period at no expense to the OWNER.

Specifically excluded from the responsibility of the CONTRACTOR under the terms of this agreement are any and all damages to said roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, winds in excess of a strong gale as defined by the Beaufort scale, hailstorm, flood, earthquake or other unusual phenomena of the elements.

The 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 SHEETMETAL for the listed project and shall be included along with the roofing warranty.

OWNER: Linn-Mar Community School District

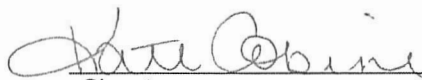
CONTRACTOR: For Sure Roofing & Sheet Metal, LLC

Signature

Brittania Morey, Board President

Printed Name and Title

Date



Signature

Kate Cobine, Project Manager

Printed Name and Title

09/05/2023

Date

Policy 205.5 Board Member Social Media Engagement (New Policy)

The board sees the value in promoting the excellent work and accomplishments of the district's students and staff. Social media is one of many effective communication tools that the district may utilize. Board members have been publicly elected to govern the district and accept a fiduciary responsibility. That responsibility means board members agree to always act in the best interest of the district. For this reason, the board shall expect that individual communications and social media posts made by board members will reflect the values and decorum expected of elected officials in the school community.

All board members enjoy rights to freedom of speech under both the US and Iowa constitutions. As such, the district will not limit protected speech of any board member. Certain categories of speech are not protected and may be subject to regulation. Additionally, board members should be aware that protected speech can still subject individuals to legal liability. If using social media to discuss district-related matters, board members should be aware that they may be prohibited from blocking individual communications and posters based upon the content of their posts. This may constitute viewpoint discrimination, which is when a governmental actor treats speech differently based on the opinion or perspective of the speech or speaker, which is prohibited by the US and Iowa constitutions.

The board as a whole and individual board members in their governance role have legal obligations to safeguard the privacy of information related to student and employee matters. Board members will refrain from posting or communicating on social media in a way that violates the district's obligation to protect the privacy of its students and employees.

Board members are uniquely positioned in the school community to be both accessible and responsive to community concerns about the effective governance of the district. As a result, the board will remember their obligation to safeguard student and employee privacy when responding to any social media posts of communications, even if the response is intended to correct information for the rest of the school community. Board members will direct concerned individuals to the appropriate district staff to address their inquiry or complaint in accordance with board policy.

Adopted:

Related Policy: 403.35

Legal Reference (Code of Iowa): §§ 21; 22

IASB Reference: 200.04

Policy 502.4-R Administrative Regulations Regarding Search and Seizure

I. SEARCHES IN GENERAL

- A. Reasonable and Articulable Suspicion: A search of a student will be justified when there are reasonable grounds for the suspicion that the search will turn up evidence that the student has violated or is violating the law or school district policy, rules, or regulations **affecting school order**.

Reasonable suspicion may be formed by considering factors such as the following:

1. Eyewitness observations by employees;
2. Information received from reliable sources;
3. Suspicious behavior by the student; or
4. The student's past history and school record, although this factor alone is not sufficient to provide the basis for reasonable suspicion.

- B. Reasonable Scope: A search will be permissible in its scope or intrusiveness when the measures adopted are reasonably related to the objectives of the search. Reasonableness of scope or intrusiveness may be determined based on factors such as the following:

1. Age of the student;
2. ~~Gender~~ **Sex** of the student;
3. Nature of the infraction; and
4. The ~~urgency~~ **emergency** requiring the ~~immediate~~ search without delay.

II. TYPES OF SEARCHES

A. Personal Searches:

1. A student's person and/or personal effects (e.g., purse, backpack, etc.) may be searched when a school official has reasonable suspicion to believe the student is in possession of illegal or contraband items or has violated school district policy, rules, regulations, or the law **affecting school order**.
2. Personally intrusive searches will require more compelling circumstances to be considered reasonable.
 - a. Pat-Down Search: If a pat-down search or a search of a student's garments (such as jackets, socks, pockets, etc.) is conducted, it will be conducted in private by a school official of the same ~~gender~~ **sex** as the student and with another adult witness of the same ~~gender~~ **sex** present, when feasible.
 - b. A more intrusive search, short of a strip search, of the student's person, ~~or personal effects~~ **handbags, book bags, etc.**, is permissible in emergency situations when the health or safety of students, employees, or visitors are threatened. Such a search may only be conducted in private by a school

official of the same ~~gender~~ sex as the student, with an adult of the same ~~gender~~ sex present unless the health or safety of students will be endangered by the delay which may be caused by following these procedures.

B. Locker and Desk Inspections:

Although school lockers and desks are temporarily assigned to individual students, they remain the property of the school district at all times. The school district has a reasonable and valid interest in insuring the lockers and desks are properly maintained. For this reason, lockers and desks are subject to unannounced inspections and students have no legitimate expectations of privacy in the locker or desk. Periodic inspections of all or a random selection of lockers or desks may be conducted by school officials in the presence of the student or another individual. Any contraband discovered during such searches will be confiscated by school officials and may be turned over to law enforcement officials.

The contents of a student's locker or desk (coat, backpack, purse, etc.) may be searched when a school official has reasonable and articulable suspicion that the contents contain illegal or contraband items or evidence of a violation of law or school policy or rule. Such searches should be conducted in the presence of another adult witness when feasible.

C. Automobile Searches:

Students are permitted to park on school premises as a matter of privilege, not of right. The school retains authority to conduct routine patrols of the student parking lots. The interior of a student's automobile on the school premises may be searched if the school official has reasonable ~~and articulable~~ suspicion to believe that illegal, unauthorized, or contraband items are contained inside.

Policy 502.15 Discipline of Students Who Make Threats of Violence or Cause Incidents of Violence (New Policy)

INTRODUCTION

The 2023 Iowa Acts, Chapter 96 (House File 604), signed by Governor Reynolds on May 26, 2023, requires the Iowa Department of Education to develop and distribute a model policy for school districts and charter schools that, if adopted, satisfies a school district's or charter school's responsibilities under Iowa Code 279.79 established by the Act. These model policies are intended to support a school district and charter school in meeting the requirements of new Iowa Code section 279.79 and in developing policies for different grade levels that describe how a school district or charter school may discipline a student for making a threat of violence or causing an incident of violence that results in injury or property damage or assault.

Districts are required to:

- Publish the district policy on the district website (2023 Iowa Acts, Chapter 96 [House File 604], section 7, new section 279.79, subsection 1).
- Provide each parent or guardian with a copy of the policy and require the parent or guardian acknowledge receipt of the policy in writing or electronically (2023 Iowa Acts, Chapter 96 [House File 604], section 8).

DISCIPLINE POLICY

Discipline is designed to promote behavior that will enable students to learn and successfully participate in their educational and social environments. The district discipline policy for students who make a threat of violence or commit an act of violence is developed to help students understand their obligations to others in the school setting, secure the safety of all students, staff and the community, and to correct student behavior if a violation occurs (2023 Iowa Acts, Chapter 96 [House File 604], section 7, new section 279.79, subsection 1).

Students will conduct themselves in a manner fitting their age, grade level, and maturity, and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school 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 school district. Consequences for the misconduct will be fair and tailored to the age, grade level and maturity of the student.

Discipline and other responses to threats or incidents of violence by a student with a disability, including removal from a class, suspensions, and expulsions, will comply with the provisions of applicable federal and state laws including, but not limited to, the IDEA, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (2023 Iowa Acts, Chapter 96 [House File 604], section 7, new section 279.79, subsection 3).

DISTRICT RESPONSE TO A THREAT OR INCIDENT OF VIOLENCE BY A STUDENT

REPORTING A THREAT OF VIOLENCE OR INCIDENT OF VIOLENCE

In the case of any threat of violence or incident of violence that results in injury, property damage or assault by a student, the teacher will report to the school principal or lead administrator within 24 hours of the incident. The principal or lead administrator will notify the parent or guardian of the

student(s) who threatened or perpetrated an act of violence and the student(s) who the threatened or perpetrated act of violence was made against within 24 hours after receipt of the teacher's report and complete an investigation of the incident as soon as possible. The classroom teacher may also notify the parent or guardian of the student who made the threat or caused the incident, and the parent or guardian of the student against whom the threat or incident was directed (2023 Iowa Acts, Chapter 96 [House File 604], section. 4).

An investigation will be initiated by the principal or lead administrator upon learning of an incident of violence or threat of violence through any credible means. If the principal or lead administrator finds that an incident of violence or threat of violence did occur, the administrator will determine the level of threat or incident by considering all aspects of the situation, including the student's intent and knowledge of the impact of their actions, their developmental level and context of the incident. The resolution will focus on identifying the cause behind the behavior and appropriate corrective action (2023 Iowa Acts, Chapter 96 [House File 604], section 7, new section 279.79, subsections 1 and 4).

A student who makes a threat of violence, causes an incident of violence that results in injury or property damage, or who commits an assault, will be subject to escalating levels of discipline for each occurrence. When appropriate, referrals will be made to local law enforcement. The district retains the authority to assign the level of disciplinary measures appropriate to the severity of the threat of violence or incident of violence (2023 Iowa Acts, Chapter 96 [House File 604], section 7, new section 279.79, subsection 5).

THREAT OF VIOLENCE

Threat of violence means a written, verbal, electronic or behavioral message that either explicitly or implicitly expresses an intention to inflict emotional or physical injury, property damage, or assault.

INCIDENT OF VIOLENCE

Incident of violence means the intentional use of physical force or power against oneself, another person, a group or community or property resulting in injury, property damage or assault.

INJURY

Injury means "physical pain, illness or any impairment of physical condition." State v. McKee, 312 N.W.2d 907, 913 (Iowa 1981).

PROPERTY DAMAGE

Property damage means any destruction, damage, impairment or alteration of property to which the individual does not have a right to take such an action. Property means real property, which includes any real estate, building, or fixture attached to a building or structure, and personal property, which includes intangible property (Iowa Code section 4.1(21)).

ASSAULT

Assault means when, without justification, a student does any of the following:

- an act which is intended to cause pain or injury to, or which is intended to result in physical contact which will be insulting or offensive to another, coupled with the apparent ability to execute the act; or
- any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting or offensive, coupled with the apparent ability to execute the act; or
- intentionally points any firearm toward another or displays in a threatening manner any dangerous weapon toward another.

The act is not an assault when the person doing any of the above and the other person are voluntary participants in a sport, social or other activity, not in itself criminal, when the act is a reasonably foreseeable incident of such sport or activity and does not create an unreasonable risk of serious injury or breach of the peace (Following Iowa Code section 708.1).

ESCALATING RESPONSES BY GRADE BAND

Grades PK-4

Level	Escalating Response
Level 1	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Responses <u>may</u> include any of the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; and/or ○ Temporary removal from class. • Unless the first offense is unusually serious, the administrator will avoid permanent removal from a class.
Level 2	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Review of response to prior offense, if applicable, to inform increased level of response. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Responses to the incident <u>may</u> include the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; ○ Temporary or permanent removal from extracurricular activities; ○ Temporary or permanent removal from class; ○ In-school suspension; ○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or ○ Placement in an alternative learning environment, when appropriate.
Level 3	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Review of response to prior offense, if applicable, to inform increased level of response. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Responses to an incident <u>may</u> include the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s). ○ Detention; ○ Temporary or permanent removal from extracurricular activities; ○ Temporary or permanent removal from class; ○ In-school suspension; ○ Out-of-school suspension; ○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; ○ Placement in an alternative learning environment, when appropriate; and/or ○ Recommendation for expulsion.

Grades 5-6

Level	Escalating Response
Level 1	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Responses to an incident <u>may</u> include the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that may include the student, when appropriate; ○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; and/or ○ Temporary removal from class. • Unless the first offense is unusually serious, the administrator will avoid permanent removal from a class.
Level 2	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Review of response to prior offense, if applicable, to inform increased level of response. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Response to an incident <u>may</u> include, but are not limited to, the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; ○ Temporary or permanent removal from extracurricular activities; ○ Temporary or permanent removal from class; ○ In-school suspension; ○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or ○ Placement in an alternative learning environment, when appropriate.
Level 3	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Review of response to prior offense, if applicable, to inform increased level of response. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Response to an incident <u>may</u> include the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; ○ Temporary or permanent removal from extracurricular activities; ○ Temporary or permanent removal from class; ○ In-school suspension; ○ Out-of-school suspension; ○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or ○ Placement in an alternative learning environment, when appropriate; and/or ○ Recommendation for expulsion.

Grades 7-8

Level	Escalating Response
Level 1	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Responses to an incident <u>may</u> include the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that may include the student, when appropriate; ○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; and/or ○ Temporary removal from class.
Level 2	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Review of response to prior offense, if applicable, to inform increased level of response. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Responses to an incident <u>may</u> include, but are not limited to, the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; ○ Temporary or permanent removal from extracurricular activities; ○ Temporary or permanent removal from class; ○ In-school suspension; ○ Out-of-school suspension; ○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or ○ Placement in an alternative learning environment, when appropriate.
Level 3	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Review of response to prior offense, if applicable, to inform increased level of response. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Response to an incident <u>may</u> include the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that may include the student, when appropriate; ○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; ○ Temporary or permanent removal from extracurricular activities; ○ Temporary or permanent removal from class; ○ In-school suspension; ○ Out-of-school suspension; ○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; ○ Placement in an alternative learning environment, when appropriate; and/or ○ Recommendation for expulsion.

Grades 9-12

Level	Escalating Response
Level 1	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Responses to an incident <u>may</u> include, but are not limited to, the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; ○ Temporary removal from extracurricular activities; ○ Temporary removal from class; ○ In-school suspension; and/or ○ Suspension of transportation, if misconduct occurred in a school vehicle.
Level 2	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Review of response to prior offense, if applicable, to inform increased level of response. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Response to an incident <u>may</u> include the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; ○ Temporary or permanent removal from extracurricular activities; ○ Temporary or permanent removal from class; ○ In-school suspension; ○ Out-of-school suspension; ○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or ○ Placement in an alternative learning environment, when appropriate.
Level 3	<ul style="list-style-type: none"> • Requires parent or guardian notification. • Review of response to prior offense, if applicable, to inform increased level of response. • Requires individualized educational program (IEP) meeting, if the student has an IEP. • Response to an incident <u>may</u> include the following: <ul style="list-style-type: none"> ○ Parent or guardian conference that includes the student, when appropriate; ○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district; ○ Behavior intervention student agreement coupled with another response(s); ○ Restitution or opportunities to repair relationships coupled with another response(s); ○ Detention; ○ Temporary or permanent removal from extracurricular activities; ○ Temporary or permanent removal from class; ○ In-school suspension; ○ Out-of-school suspension; ○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; ○ Placement in an alternative learning environment, when appropriate; and/or ○ Recommendation for expulsion.

DEFENITIONS *(Consistent with the Iowa Department of Education's Data Dictionary 2022-23)*

DETENTION means the student's presence is required during non-school hours for disciplinary purposes. The student can be required to appear prior to the beginning of the school day, after school has been dismissed for the day or on a non-school day. Whether a student will serve detention, and the length of the detention, is within the discretion of the licensed employee or the building principal disciplining the student.

EXPULSION means an action by the board to remove a student from the school environment, which includes, but is not limited to, classes and activities, for a period of time set by the board.

IN-SCHOOL SUSPENSION means the student will attend school but will be temporarily isolated from one or more classes while under supervision. An in-school suspension will not exceed ten consecutive school days.

OUT-OF-SCHOOL SUSPENSION means the student is removed from the school environment, which includes school classes and activities. An out-of-school suspension will not exceed ten consecutive school days unless due process is provided as required by federal and state law. A restriction from school activities means a student will attend school and classes and practice but will not participate in school activities.

PLACEMENT IN AN ALTERNATIVE LEARNING ENVIRONMENT means placement of a student in an environment established apart from the regular educational program that includes rules, staff, and resources designed to accommodate student needs and to provide a comprehensive education consistent with the student learning goals and content standards established by the school district.

REMOVAL FROM THE CLASSROOM means a student is sent to the building principal's office. It is within the discretion of the person in charge of the classroom to remove the student.

Adopted:

Reviewed:

Revised:

Legal Reference (Code of Iowa): §§ 279.79; 2023 Iowa Acts, Ch 96; HF604

IASB Reference: 503.08

Policy 602.29 Objection to Instructional and Library Materials

~~Residents~~ **Members** of the school district community may object to instructional and library materials utilized in the district and ask for their use to be reconsidered.

It is the responsibility of the superintendent [or designee], in conjunction with the principals, to develop administrative regulations for reconsideration of instructional materials.

Information related to the process for reconsideration of instructional and library materials will be made available on the district's website (www.Linnmar.k12.ia.us).

Parents or guardians of students enrolled in the district have the ability to request that their student not be able to access certain instructional materials or check out certain library materials. For purposes of prohibiting access to instructional materials, Iowa law has defined instructional materials to mean either printed or electronic textbooks and related core materials that are written and published primarily for use in elementary school and secondary school instruction and are required by a state educational agency or district for use by students in the student's classes by the teacher of record. Instructional materials does not include lesson plans.

Adopted: 2/08

Reviewed: 6/11; 6/12; 9/13; 4/15; 1/18; 2/21

Revised: 3/23

Related Policy: 602.28; 602.29-R; 602.29-E

Legal Reference (Code of Iowa): §§ 279.8, .74, .77; 280.3, .14; 301; 281 IAC 12.3(12)

IASB Reference: 605.03

Mandatory Policy

Policy 602.29-R Administrative Regulations Regarding Objection to Instructional and Library Materials

A ~~resident~~ member of the school district community may raise an objection to instructional and library materials used in the district's education program despite the fact that the individuals selecting such materials were duly qualified to make the selection, followed proper procedure, and observed the criteria for selecting such materials.

Procedures Prior to Filing a Request for Reconsideration of Instructional and Library Materials

The school official or employee receiving a complaint regarding instructional or library materials will try to resolve the issue informally. The materials generally will remain in use pending the outcome of the reconsideration procedure.

- a. The school official or employee initially receiving a complaint will explain to the individual the district's selection procedures, criteria to be met by the instructional or library materials, and qualifications of those persons selecting the materials.
- b. The school official or employee initially receiving a complaint will explain to the individual the role of the objected material in the education program, its intended educational purpose, and additional information regarding its use. In the alternative, the employee may refer the individual to the teacher-librarian who can identify and explain the use of the materials.

The employee receiving the initial complaint will advise the building principal of the initial contact no later than the end of the school day following the discussion with the individual, whether or not the individual has been satisfied by the initial contact. A written record of the contact is maintained by the principal in charge of the attendance center. Each building principal will inform employees of their obligation to report complaints.

In the event the individual making an objection to the instructional or library materials is not satisfied with the initial explanation, the individual is referred to the principal or to the teacher-librarian of the attendance center. If after consultation with the principal or teacher-librarian the individual desires to file a formal complaint, the principal or teacher-librarian will assist in filling out a Reconsideration of Instructional and Library Materials Request Form ([Refer to Policy 602.29-E](#)) in full and file it with the superintendent. If a complainant refuses to complete the form, the complaint will be deemed invalid, and no further action will be taken.

REQUEST FOR RECONSIDERATION

1. A ~~resident~~ member of the school district community may formally challenge instructional and library materials on the basis of appropriateness used in the district's education program. This procedure is for the purpose of considering the opinions of those persons in the district and community who are not directly involved in the selection process.
2. Each attendance center and the district's central administrative office will keep on hand and make available the Reconsideration of Instructional and Library Materials Request Form ([Refer to Policy 602.29-E](#)). Formal objections to instructional and library materials must be made using this form.
3. The individual will state the specific reason the instructional or library material is being challenged. The Reconsideration of Instructional and Library Materials Request Form ([Refer to Policy 602.29-E](#)) is signed by the individual and filed with the superintendent.
4. The superintendent will promptly file the objection with the Reconsideration Committee for re-evaluation.

Generally, access to challenged instructional or library materials will not be restricted during the reconsideration process. However, in unusual circumstances the instructional or library materials may be removed temporarily by following Item D under "The Reconsideration Committee" below.

THE RECONSIDERATION COMMITTEE

- A) The reconsideration committee is made up of seven members:
- One licensed employee designated, as needed, by the superintendent;
 - One teacher-librarian designated, as needed, by the superintendent;
 - One member of the administrative team designated, as needed, by the superintendent;
 - Three members of the community appointed annually, as needed, by the superintendent; and
 - The superintendent [or designee].
- B) The committee will select their chairperson and secretary.
- C) The committee will meet at the request of the superintendent.
- D) Special meetings may be called by the board to consider temporary removal of materials in unusual circumstances. A recommendation for temporary removal will require a two-thirds vote of the committee.
- E) Notice of the committee meeting is made public through appropriate communication methods as required by law.

- F) The committee will receive the completed Reconsideration of Instructional and Library Materials Request Form ([Refer to Policy 602.29-E](#)) from the superintendent [or designee].
- G) The committee will determine its agenda for the first meeting, which may include the following:
1. Distribution of copies of the completed reconsideration request form;
 2. An opportunity for the individual or a group spokesperson to talk about or expand on the reconsideration request form;
 3. Distribution of reputable, professionally prepared reviews of the challenged instructional or library materials, if available; and
 4. Distribution of copies of the challenged instructional or library materials, if available.
- H) The committee may review the selection process for the challenged instructional or library materials and may, to its satisfaction, determine that the challenge is without merit and dismiss the challenge. The committee will notify the individual and the superintendent of its action.
- I) At a subsequent meeting, if held, interested persons including the individual filing the challenge may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.
- J) The individual filing the challenge is kept informed by the reconsideration committee secretary on the status of the reconsideration request throughout the process. The individual filing the request and known interested parties are given appropriate notice of meetings.
- K) At the second, or subsequent meeting, the committee will make its final recommendation. The committee's final recommendation may be to take no removal action, to remove the challenged materials from the school environment, or to limit the educational use of the challenged materials. The sole criterion for the final recommendation is the appropriateness of the materials for its intended educational use. The written, final recommendation and its justification are forwarded to the superintendent, the individual, and the appropriate attendance centers. The superintendent may also make a recommendation but, if so, it should be independent from the committee's recommendation.
- L) Following the superintendent's decision with respect to the committee's recommendation, the individual or the chairperson of the reconsideration committee may appeal the decision to the school board for review. Such appeals must be presented to the superintendent in writing within five days following the announcement of the superintendent's decision. The school board will promptly determine whether to hear the appeal.

- M) A recommendation to sustain a challenge will not be interpreted as a judgment of irresponsibility on the part of the individuals involved in the original selection or use of the materials.
- N) Requests to reconsider materials which have previously been reconsidered by the committee must receive approval of two-thirds of the committee members before the materials will again be reconsidered.
- O) If necessary or appropriate in the judgment of the committee, the committee may appoint a subcommittee of members or non-members to consolidate challenges and to make recommendations to the full committee. The composition of the subcommittee will approximate the representation of the full committee. The committee may decline to hear multiple challenges to the same materials. Generally, the committee will not hear subsequent challenges to the same materials within the same school year.
- P) Committee members directly associated with the selection, use, or challenge of the materials are excused from the committee during the deliberation of the challenged instructional or library materials. The superintendent may appoint a temporary replacement for the excused committee member, but the replacement must be of the same general qualifications as the member excused.
- Q) Persons dissatisfied with the decision of the board may appeal to the Iowa Board of Education.



INSPIRE LEARNING.
UNLOCK POTENTIAL.
EMPOWER ACHIEVEMENT.

SCHOOL BOARD MINUTES October 23, 2023

100: CALL TO ORDER & DETERMINATION OF A QUORUM

The Linn-Mar Board of Directors meeting was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Rollinger, Walker, Wall, and Weaver. Absent: Nelson. Administration present: Kortemeyer, Galbraith, Frick, Read, and Wear. Absent: Christian and Ramos.

200: ADOPTION OF AGENDA – Motion 053-10-23

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

300: SPECIAL RECOGNITION

Kim Buelt, LMHS Associate Principal, congratulated the LMHS Marching Lions and the directors for winning their 41st consecutive Division I rating and shared highlights of their recent successes.

400: INFORMATIONAL REPORTS/UPDATES/DISCUSSIONS

401: Grant Wood Area Education Agency – Exhibit 401.1

Melissa Ford, GWAEA Regional Administrator, and Maria Cashman, GWAEA Associate Chief Administrator/Executive Director of Special Education, shared information on the supports and services Grant Wood offers, as well as information on various partnerships with the district and thanked the district for their support and partnership.

402: Fiscal Year 2023 Financial Review – Exhibits 402.1 and 501.1

Jonathan Galbraith, Chief Financial/Operating Officer, reviewed the district's FY23 financials including information on the district's various funds, the Certified Annual Financial Report, Special Education supplement, and the annual transportation report summary.

403: Board Visit Report

Board members reported that they enjoyed the knowledge and enthusiasm of the students and staff during their October 12th visit to Oak Ridge Middle School.

404: Marion Chamber of Commerce Annual Meeting

Board members reported that Superintendent Kortemeyer served on the panel during the October 12th Marion Chamber of Commerce annual meeting and congratulated her on being the leader of the largest employer in the City of Marion.

405: Diversity/Equity/Inclusion Committee Report

Morey reported that during the October 16th DEI Committee meeting the group reviewed their bylaws, discussed recruiting additional students to serve on the committee and shared a reminder that students earn credit hours for serving, reviewed

the first draft of the 2024-25 and 2025-26 school year calendars, and broke out into small groups to discuss their action plan focus areas.

406: Policy Committee Report – Refer to Exhibit 604.1

Morey reported that during the October 18th Policy Committee meeting there were only a few policy recommendations from IASB and the IA Department of Ed; which will be presented for approval later in the meeting.

407: Lion Learning Report

Superintendent Kortemeyer and Board Members Buchholz, Morey, and Weaver reported that there was a good turnout for the October 18th Lion Learning session and they enjoyed reviewing the district's new Strategic Plan with the attendees.

408: Marion City Council Report

Rollinger reported that during the October 19th Marion City Council meeting the rezoning of land south of Fernow Road and east of Bluegrass Street from agricultural to planned unit development passed; as well as the moratorium on commercial uses along portions of Tower Terrace Road, Highway 13, and the Central Corridor Zoning Districts.

409: Superintendent's Update – Exhibit 409.1

Superintendent Kortemeyer congratulated the LMHS Chamber Singers on being selected to perform at the 2023 Midwestern Region American Choral Directors Association Conference, as well as the individuals from girls and boys Cross Country who qualified for State. Congratulations were also extended to Thespian Troupe 680 for a successful presentation of *Murder in the Wings*. Kortemeyer also gave a shout out to the Nutrition Services staff for being School Lunch Heros and shared an update on the current construction projects.

410: Work Session Report

Board members shared they enjoyed having the opportunity to talk one-on-one with the building principals regarding the alignment of their building goals with the district's new Strategic Plan during the October 9th work session and seeing their enthusiasm and positive attitude toward student achievement and learning.

500: UNFINISHED BUSINESS

501: Approval of FY23 Certified Annual Financial Report – Exhibit 501.1

MOTION by Weaver to approve the Certified Annual Financial Report for fiscal year 2022-23 as presented in Exhibit 501.1. Second by Walker. Voice vote, all ayes. Motion carried.

Motion 054-10-23

502: Safe Routes to Schools Plan – Exhibits 502.1a-b

Associate Superintendent Bob Read shared an update on the Safe Routes to Schools Plan and highlighted a few of the changes from the original draft. Read also thanked the City of Marion for this partnership to grow safe travel options for students and families.

MOTION by Wall to approve the Safe Routes to School Plan as discussed. Second by Weaver. Voice vote, all ayes. Motion carried.

Motion 055-10-23

600: NEW BUSINESS

601: Approval of GWAEA District 7 Director – Exhibit 601.1

MOTION by Buchholz to support James C. Green to serve as Director of District 7 for the Grant Wood Area Education Agency Board of Directors. Second by Wall. Morey clarified that Mr. Green was the only candidate running. Roll call vote, all ayes. Motion carried. **Motion 056-10-23**

602: Set Public Hearing – Exhibit 602.1 – Motion 057-10-23

MOTION by Walker to approve the resolution fixing the date for a public hearing on the proposed issuance of approximately \$33,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, for use in the construction and furnishing of the new Performance Arts Center, for 5:00 PM on Monday, November 20, 2023, in the boardroom of the Learning Resource Center. Second by Wall. Roll call vote, all ayes. Motion carried.

603: Open Enrollment Requests – Motion 058-10-23

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

Approved IN	Student Name	Grade	Resident District
	Rauch, Layla	10	Cedar Rapids CSD
	Severs, Jazlyn	10	Cedar Rapids CSD

604: First Reading of Policy Recommendations – Exhibit 604.1

Motion 059-10-23

MOTION by Wall to approve the first reading of the policy recommendations as presented in Exhibit 604.1. Second by Walker. Rollinger shared a few concerns and asked clarifying questions on policies 205.5 and 602.29/602.29-R. Voice vote. Ayes: Buchholz, Morey, Walker, Wall, and Weaver. Nay: Rollinger. Motion carried.

The following recommendations were received from the Iowa Association of School Boards or the Iowa Dept of Ed:

- 205.5 (New): Board Member Social Media Engagement
- 502.4-R: Administrative Regulations Regarding Search and Seizure
- 502.15 (New - Based on HF604): Discipline of Students Who Make Threats of Violence or Cause Incidents of Violence
- 602.29: Objection to Instructional and Library Materials
- 602.29-R: Administrative Regulations Regarding Objection to Instructional and Library Materials

605: Early Separation Discussion

President Morey presented the recommendation that the board approve opening the application window for early separation to assess how many qualifying staff members were interested. Morey clarified this would be to just assess interest and that it was not a guarantee that early separation would be offered. Morey also clarified that the management levy could support offering early separation for a second year in a row and, per last year's report by former CFO/COO David Nicholson, might fiscally help the district.

MOTION to by Buchholz to offer early separation as discussed. Second by Weaver. Walker shared a concern that the motion would be misleading to staff members as stated and offered an amended motion. **MOTION** by Walker to approve assessing interest in early separation by opening the application window. Second by Buchholz. Voice vote, all ayes. Motion carried. **Motion 060-10-23**

606: IASB Annual Convention

President Morey reported that Wall and Walker would be attending the convention and Wall would be serving as the delegate.

700: CONSENT AGENDA – Motion 061-10-23

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

701: Personnel

Classified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Eversoll-Fuller, Addilyn	TPRA Student Support Associate	10/12/23	\$12.00/hour
Gates, Addison	TPRA Student Support Associate	10/16/23	\$12.00/hour
Neef, Kylie	EH: Student Support Associate	10/9/23	LMSEAA II, Step 1
Pham, Aiden	HS: Student Support Associate	10/30/23	LMSEAA II, Step 1
Seale, Ashley	From OR General Help/Cashier to HS Student Support Associate	10/19/23	LMSEAA II, Step 1
Smalley, Kiersten	HS: Student Support Associate	10/23/23	LMSEAA II, Step 1
Vratney, Koda	TPRA Student Support Associate	10/12/23	\$12.00/hour
Zimmerman, Josephine	O&M: From District Sub to EX Custodian	10/16/23	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
DeLoach, Isela	HS: Health Assistant	10/20/23	Personal
Harrington, Valerie	HS: Student Supervisor	1/4/24	Retirement
McKim, Joel	O&M: HVAC Technician	10/6/23	Other employment
Winekauf, Christine	NS: HS General Help	10/27/23	Personal

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

Name	Assignment	Dept Action	Salary Placement
Lippert, Jordan	HS: From Assistant JV2 to Co-Head JV1 Girls Basketball Coach	11/6/23	\$4,046
McGuire, Amaya	OR: Assistant 8 th Gr Volleyball Coach	8/28/23	\$3,083
Merritt, Stephanie	HS: From Assistant JV1 to Co-Head JV2 Girls Basketball Coach	11/6/23	\$3,661
Rowland, Nicole	HS: From Assistant JV1 to Co-Head JV1 Girls Basketball Coach	11/6/23	\$4,046
Thurston, Jennifer	HS: From Head JV2 to Co-Head JV2 Girls Basketball Coach	11/6/23	\$3,661

Co/Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Murray, Lindsey	HS: Head Varsity Softball Coach	10/5/23	Personal

702: Approval of October 9th Board Minutes – Exhibit 702.1

703: Approval of Bills/Warrants – Exhibit 703.1

704: Approval of Contracts/Agreements – Exhibits 704.1-3

1. B&M Construction: Change order for district tennis courts project
2. Marzano Resources: Staff professional development guest speaker Tina Boogren
3. Non-Commercial Licensing Agreement: Echo Hill PTO

705: Overnight Trip Requests – Exhibits 705.1-2

1. HOSA to attend state leadership conference in Des Moines on October 29-30.
2. Boys Swimming to attend swimming invitational in Sun Prairie, WI on Dec 2-3.

706: Fundraising Request – Exhibit 706.1

1. Boulder Peak Intermediate Artsonia artwork sales.

800: BOARD CALENDAR/COMMUNICATIONS/COMMITTEES

801: Board Calendar & Communications

Morey and Buchholz shared that they enjoyed participating in America Reads Day. Buchholz also shared information about Hazel Point's Veteran's Wall. Weaver congratulated Associate Superintendent Bob Read for serving as Honorary Captain during last Friday's football game.

Date	Time	Event	Location
<i>Oct 25</i>	<i>5:00 PM</i>	<i>MEDCO Board/City Candidate Forum (LM@6:15)</i>	<i>**LMHS Auditorium</i>
Date	Time	Event	Location
Nov 9	7:30 AM	Finance/Audit Committee	LRC Room 203
Nov 9	5:30 PM	Marion City Council (<i>Walker</i>)	City Hall
Nov 13	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
<i>Nov 15-16</i>	--	<i>IASB Annual Convention</i>	<i>Des Moines</i>
<i>Nov 15</i>	<i>6:00 PM</i>	<i>UEN Annual Dinner</i>	<i>Des Moines</i>
Nov 20	5:00 PM	Board Meeting	Boardroom
<i>Nov 22-24</i>	--	<i>No School – Thanksgiving Break</i>	<i>Districtwide</i>
Nov 30	8:45 AM	Board Visit	LM High School
Nov 30	4:05 PM	Venture Academics Advisory	LRC Room 304/305
Date	Time	Event	Location
Dec 6	4:15 PM	Career & Technical Education Advisory	LRC Room 304/305
Dec 7	7:30 AM	Finance/Audit Committee	LRC Room 203
Dec 7	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall
Dec 11	5:00 PM	Board Meeting	Boardroom
Dec 14	7:45 AM	Board Visit	Westfield Elementary
Dec 18	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
Dec 20	1:00 PM	Policy Committee	Boardroom
Dec 21	5:30 PM	Marion City Council	City Hall
<i>Dec 25-Jan 2</i>	--	<i>No School – Winter Break</i>	<i>Districtwide</i>

802: Board Committees/Advisories

Committee/Advisory	Board Representatives
Finance/Audit Committee (F/AC)	Buchholz, Morey, Weaver
Policy Committee	Morey, Nelson, Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, Walker
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, Wall

900: AUDIENCE COMMUNICATIONS

1. Ralph Kendrick, Parent, School Board Elections
2. Laura Thomas, Parent, School Board Elections
3. Jon Fasselius, spoke on behalf of parent Brandon Schroeder, Policy Committee
4. Dan Washburn, Resident, Board Thank You
5. Midhat Mansoor, Parent, Appreciation
6. Julie Fammel Swander, Resident, Appreciation

7. Justin Foss, Parent/Board Candidate, Academic Achievement
8. Katie Lowe Lancaster, Resident/Board Candidate, Appreciation
9. Geralyn Jones, Resident, Suggestions
10. Tiffany DeBow, Parent, Appreciation
11. Evan Paulsen, Student, Appreciation of District
12. Ana Clymer, Parent, Lion Learning and Appreciation
13. Jason Rogers, Resident, School Board Elections
14. Jana Madsen, Parent, Appreciation

1000: ADJOURNMENT – Motion 062-10-23

MOTION by Buchholz to adjourn the meeting at 7:22 PM. Second by Walker. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

Jonathan Galbraith, Board Secretary/Treasurer

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 10/19/2023 - 11/15/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
BMO MASTERCARD	DUES AND FEES	\$79.00
BMO MASTERCARD	GENERAL SUPPLIES	\$649.92
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$6,392.13
GOPHER PERFORMANCE	GENERAL SUPPLIES	\$1,253.28
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$192.62
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$823.59
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$192.62
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$823.59
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$601.45
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$530.09
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$795.53
IOWA SWIMMING, INC (DES MOINES)	DUES AND FEES	\$2,356.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.15
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.63
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$529.72
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$231.44
Fund Total:		\$15,555.66
Fund: DEBT SERVICE		
UMB BANK, N.A.	INTEREST	\$1,158,950.00
UMB BANK, N.A.	OTHER PROFESSIONAL SERVICES	\$600.00
Fund Total:		\$1,159,550.00
Fund: GENERAL		
1ST AYD CORP	TRANSP. PARTS	\$245.71
A-1 PRECISION SHARPENING	INSTRUCTIONAL SUPPLIES	\$47.00
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL SERVICES	\$3,833.33
ACME TOOLS	INSTRUCTIONAL SUPPLIES	\$999.00
ACUTRANS	Professional Educational Services	\$567.00
ADAMS ALLISON	STAFF TRAVEL	\$125.00
ADVANTAGE CHIROPRACTIC	PHYSICALS	\$240.00
ADVANTAGE RECORDS MANAGEMENT	GENERAL SUPPLIES	\$112.81
AGVANTAGE FS	PROPANE	\$10,017.15
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$8,776.00
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$915.55
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$301.69
ALI AHSAN	MISC REVENUE	\$17.00
ALLIANT ENERGY	ELECTRICITY	\$111,957.60
AMBROSY TODD	OFFICIAL/JUDGE	\$80.00
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$21,558.76
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$38.71
ANDERSON LOU ANN	STAFF TRAVEL	\$9.00
APPLE COMPUTER INC	GENERAL SUPPLIES	\$419.00
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$838.00
AREA AMBULANCE SERVICE	OTHER PROFESSIONAL SERVICES	\$2,562.50

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 10/19/2023 - 11/15/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
ARNOLD BRIANNE	STAFF TRAVEL	\$27.55
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$587.05
AT & T MOBILTY	INTERNET	\$1,264.39
AZAM HAMAD	MISC REVENUE	\$113.00
BALANCE AUTISM	PROF SERV: EDUCATION	\$40.42
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$1,480.97
BEGLEY JOHN	DIESEL	\$48.18
BIG RIGGER BUILDERS INC	VEHICLE REPAIR	\$5,110.41
BIO CORPORATION	INSTRUCTIONAL SUPPLIES	\$892.31
BMO MASTERCARD	COMP/TECH HARDWARE	\$1,355.57
BMO MASTERCARD	COMPUTER SOFTWARE	\$65.99
BMO MASTERCARD	DATA PROCESSING AND	\$798.60
BMO MASTERCARD	DUES AND FEES	\$2,463.30
BMO MASTERCARD	EQUIPMENT >\$5,000	\$1,745.41
BMO MASTERCARD	GARBAGE COLLECTION	\$10,012.98
BMO MASTERCARD	GENERAL SUPPLIES	\$8,199.48
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$59,553.63
BMO MASTERCARD	LIBRARY BOOKS	\$3,291.27
BMO MASTERCARD	OTHER PROFESSIONAL SERVICES	\$490.00
BMO MASTERCARD	PROF SERV: EDUCATION	\$6,619.48
BMO MASTERCARD	Professional Educational Services	\$1,224.00
BMO MASTERCARD	STAFF TRAVEL	\$1,030.28
BMO MASTERCARD	STAFF WORKSHP/CONF	\$1,305.00
BOGGADI VASAVI	MISC REVENUE	\$18.00
BOHNSACK & FROMMELT LLP	OTHER PROFESSIONAL SERVICES	\$13,950.00
BOONE ERIN	MISC REVENUE	\$6.00
BOY SCOUT OF AMERICA TROOP 560	OTHER PROFESSIONAL SERVICES	\$2,500.00
BRECKE	OTHER PROFESSIONAL SERVICES	\$1,450.00
BUCK JACY	MISC REVENUE	\$10.00
BUDGET CAR RENTAL	RENTALS EQUIPMENT	\$524.86
BUONADONNA MARGARET	STAFF TRAVEL	\$126.00
BURGESS GAYLA	STAFF TRAVEL	\$13.50
BUSCH LIZ	MISC REVENUE	\$19.00
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$520.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$90.00
C.R. GLASS CO	GENERAL SUPPLIES	\$418.74
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$795.69
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$4,073.29
CEDAR RAPIDS TIRE	REPAIR PARTS	\$679.66
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,396.93
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$7,729.70
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$2,922.29
CENTURYLINK	TELEPHONE	\$2,266.10
CERWICK BRENDA	Professional Educational Services	\$420.00
CHASE TABITHA	MISC REVENUE	\$9.00

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 10/19/2023 - 11/15/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
CHIROPRACTIC OF IOWA	PHYSICALS	\$220.00
CHMILL ADRIENNE	STAFF TRAVEL	\$18.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$386.00
CITY OF MARION.	OTHER PROFESSIONAL SERVICES	\$5,706.90
CITY TREASURER'S OFFICE	OTHER PROFESSIONAL SERVICES	\$25.00
CLOSE-YERKE AMY	MISC REVENUE	\$8.00
COLLECTION	EE LIAB-GARNISHMENTS	\$2,249.89
COLVIN AUTUM	MISC REVENUE	\$8.00
CONROY AMY	MISC REVENUE	\$10.00
CRESCENT PARTS & EQUIPMENT CO., INC	ELECTRICAL SUPPLY	\$1,284.38
CROWBAR'S	GENERAL SUPPLIES	\$135.67
CROWBAR'S	TRANSP. PARTS	\$5.00
CULLIGAN	GENERAL SUPPLIES	\$913.61
CULVERS GARDEN CENTER & GREENHOUSE	OTHER PROFESSIONAL SERVICES	\$237.00
D & K PRODUCTS	GROUNDS UPKEEP	\$400.00
DAKTRONICS, INC	HEAT/PLUMBING SUPPLY	\$425.00
DAN MALLOY, JR	PROF SERV: EDUCATION	\$100.00
DEBOW SHAWN	MISC REVENUE	\$10.00
DELSING HEATHER	MISC REVENUE	\$8.00
DELTA DENTAL OF IOWA	ER LIAB-DENTAL INS	\$42,604.93
DEPARTMENT OF EDUCATION	BUS INSPECTION FEES	\$300.00
DIVIS ETHAN	OFFICIAL/JUDGE	\$80.00
DPT SERVICES, L.L.C	TECH REPAIRS/MAINTENANCE	\$1,550.00
DUFFY STEPHANIE	MISC REVENUE	\$18.00
DVORAK JOHN	OFFICIAL/JUDGE	\$240.00
DVORAK LISA	MISC REVENUE	\$17.00
EICHINGER THERESA	MISC REVENUE	\$29.00
ELECTRICAL ENGINEERING & EQUIPMENT CO.	ELECTRICAL SUPPLY	\$846.40
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL SERVICES	\$3,871.62
F & W SERVICE CO., INC	REPAIR/MAINT SERVICE	\$125.00
F & W SERVICE CO., INC	TRANSP. PARTS	\$515.77
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$161.09
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,224,091.43
FEDERER MICHAEL	OFFICIAL/JUDGE	\$80.00
FELTON AMANDA	MISC REVENUE	\$106.00
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$788.38
FOHT LAUREL	MISC REVENUE	\$18.00
FONSECA JODIE	Staff Tuition & Continue ED payment	\$1,166.24
FRY PAULA	MISC REVENUE	\$13.00
FUTURE LINE	REPAIR PARTS	\$2,856.19
GAFFNEY CAROL	MISC REVENUE	\$10.00
GALBRAITH JON	STAFF TRAVEL	\$27.00
GASPER BRENT	MISC REVENUE	\$10.00
GASWAY CO, J P	GENERAL SUPPLIES	\$3,456.47
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$443.11

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Vendor Name	Description	Check Total
GAZETTE COMMUNICATIONS INC	LEGAL SERVICES	\$24.61
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$563.51
GODBAY SAMANTHA	MISC REVENUE	\$10.00
GOODWILL OF THE HEARTLAND	INSTRUCTIONAL SUPPLIES	\$13,600.40
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$3,004.00
GRAINGER	GENERAL SUPPLIES	\$1,288.39
GRANGER WENDY	MISC REVENUE	\$15.00
GRANT WOOD AEA	COMPUTER SOFTWARE	\$68,058.93
GRANT WOOD AEA	GENERAL SUPPLIES	\$75.60
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$727.98
GREEN NICKY	MISC REVENUE	\$13.00
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$14,092.76
GRIFFITHS FRED	OFFICIAL/JUDGE	\$80.00
GROTH SCOTT	OFFICIAL/JUDGE	\$85.00
HACH COMPANY	INSTRUCTIONAL SUPPLIES	\$1,034.64
HAHN NIKOLAS	OFFICIAL/JUDGE	\$160.00
HALL JOHN	Professional Educational Services	\$742.50
HALVERSON GINGER	STAFF TRAVEL	\$321.20
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$29,137.22
HARBIN JULIE	MISC REVENUE	\$18.00
HARGERS ACCOUSTICS INC	GENERAL SUPPLIES	\$182.00
HAVLIK NEIL & KERI	MISC REVENUE	\$23.00
HAYES BETH	STAFF TRAVEL	\$53.43
HEIDELBAUER CHRISTOPHER	OFFICIAL/JUDGE	\$80.00
HEINEMANN-GREENWOOD PUBLISHING	INSTRUCTIONAL SUPPLIES	\$1,629.15
HENDRICKSON TYLER	Professional Educational Services	\$360.00
HENNINGS KELLY	STAFF TRAVEL	\$31.90
HERMAN JEREMIAH	OFFICIAL/JUDGE	\$160.00
HICKS JESSIE	STAFF TRAVEL	\$11.40
HOFER ROBERT	MISC REVENUE	\$82.00
HOKE SEAN	MISC REVENUE	\$9.00
HOLLINGSHEAD TAUSHA	MISC REVENUE	\$10.00
HOLM DEAN	OFFICIAL/JUDGE	\$65.00
HUMMER EMILY	MISC REVENUE	\$8.00
HUPP ELECTRIC MOTORS	HEAT/PLUMBING SUPPLY	\$589.13
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$1,004.35
ICASE	Professional Educational Services	\$150.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$1,693.67
INSPIRED TO SEW, LLC	INSTRUCTIONAL SUPPLIES	\$3,490.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$84,605.41
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$361,760.50
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$84,605.41
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$361,760.50
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$467,009.31
INTERSTATE ALL BATTERY CENTER	REPAIR PARTS	\$342.20

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INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$10.70
INVOLTA	OTHER TECH SER	\$75.00
IOWA COMMUNICATIONS NETWORK	COMPUTER SOFTWARE	\$11.08
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$184.31
IOWA FIRE PROTECTION	OTHER PROFESSIONAL SERVICES	\$172.50
IOWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$1,788.00
IOWA HSAP	DUES AND FEES	\$15.00
IOWA ONE CALL	OTHER TECH SER	\$9.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$364,724.12
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$547,375.98
IOWA SHARES	EE LIAB-CHARITY	\$23.00
ISFIS	OTHER PROFESSIONAL SERVICES	\$597.50
J.D.E. CONSTRUCTION INC	REPAIR/MAINT SERVICE	\$301.11
JASCHEN JON	OFFICIAL/JUDGE	\$80.00
JELINEK SHELLY	MISC REVENUE	\$8.00
JENNIFER LEUENBERGER	MISC REVENUE	\$8.00
JONES THOMAS SARA	MISC REVENUE	\$10.00
JOSEPH JOHN	MISC REVENUE	\$8.00
JVA MOBILITY	INSTRUCTIONAL SUPPLIES	\$479.12
KAMINSKI JULIE	STAFF TRAVEL	\$13.00
KEEL JOHN W	OFFICIAL/JUDGE	\$80.00
KELLEY SHANNON	MISC REVENUE	\$23.00
KENSINGER BROOKE	MISC REVENUE	\$10.00
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$430.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$2,200.00
KLESNER STACY/PAUL	MISC REVENUE	\$15.00
KOENEN KARLA	STAFF TRAVEL	\$101.25
LARSON AMY	MISC REVENUE	\$13.00
LARSON KIRK	MISC REVENUE	\$106.00
LAWSON PRODUCTS, INC	MAINTENANCE SUPPLIES	\$1,607.66
LAWSON PRODUCTS, INC	TRANSP. PARTS	\$1,010.77
LEEMHUIS JAMES	MISC REVENUE	\$8.00
LINDSAY CAMILLE	STAFF TRAVEL	\$322.00
LINN CO-OP OIL	GASOLINE	\$7,987.02
LINN COUNTY REC	ELECTRICITY	\$41,058.82
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$408.57
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$250.00
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$59.84
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$66.31
LYNCH FORD	REPAIR PARTS	\$2,222.39
LYNCH FORD	TRANSP. PARTS	\$30.24
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$0.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,735.35
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$0.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,514.21

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MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$244.00)
MARCO TECHNOLOGIES, LLC	Copies	\$25,700.93
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$704.86
MARION IRON CO.	GENERAL SUPPLIES	\$327.06
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$795.13
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$4,254.16
MARION WATER DEPT	WATER/SEWER	\$17,335.43
MAY AMY	MISC REVENUE	\$8.00
MCDERMOTT LORI	MISC REVENUE	\$27.00
MCDONALD SUNSHINE	MISC REVENUE	\$29.00
MECKLENBURG SARA	MISC REVENUE	\$31.00
MEDCO	DUES AND FEES	\$1,750.00
MEDCO SUPPLY	GENERAL SUPPLIES	\$41.28
MEDIACOM	TELEPHONE	\$286.90
MEDIAQUEST SIGNS	GENERAL SUPPLIES	\$3,054.00
MENARDS -13127	GENERAL SUPPLIES	\$692.39
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$415.30
MENARDS -13127	SHOP TOOLS/EQUIPMENT	\$52.44
MERRITTS MORGAN	MISC REVENUE	\$9.00
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$0.00
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$615,346.44
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	(\$89.91)
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$28,717.12
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$39,080.76
MHC Kenworth Cedar Rapids	TRANSP. PARTS	\$5,416.75
MID AMERICAN ENERGY	NATURAL GAS	\$2,272.97
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$2,152.08
MIDWEST ALARM SERVICES	OTHER PROFESSIONAL SERVICES	\$857.43
MIDWEST WHEEL	TRANSP. PARTS	\$38.91
MIELL BRET	OFFICIAL/JUDGE	\$80.00
MODHA PRADIP	MISC REVENUE	\$178.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$30.00
MORROW JONATHAN	OFFICIAL/JUDGE	\$80.00
MOUNT MERCY UNIVERSITY.	TUITION COLLEGE/UNIV	\$60,048.00
MUEGGENBERG AMY	MISC REVENUE	\$17.00
MUSIC THEATRE INTERNATIONAL	INSTRUCTIONAL SUPPLIES	\$3,882.77
NAPA AUTO PARTS	TRANSP. PARTS	\$146.55
NEIBA	DUES AND FEES	\$543.00
NYE STEPHANIE	MISC REVENUE	\$10.00
O'MALLEY BEN	MISC REVENUE	\$13.00
OFFICE EXPRESS	OFFICE SUPPLIES	\$344.22
ORKIN PEST CONTROL	OTHER PROFESSIONAL SERVICES	\$1,130.00
OVERHEAD DOOR CO	REPAIR/MAINT SERVICE	\$268.50
OZARK RIVER HOLDINGS INC	GENERAL SUPPLIES	\$2,568.90
PALMER KARI	MISC REVENUE	\$19.00

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PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$756.98
PARTS TOWN, LLC	GENERAL SUPPLIES	\$2,907.44
PATEL SHILPA	MISC REVENUE	\$10.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$1,186.77
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	INSTRUCTIONAL SUPPLIES	\$25.27
PIERSON KAREN	MISC REVENUE	\$10.00
PIRNAT MICHAELA	STAFF TRAVEL	\$59.90
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$2,002.04
POPE MICHAEL	MISC REVENUE	\$6.00
PRICE NATHAN	MISC REVENUE	\$16.00
PROJECT LEAD THE WAY	INSTRUCTIONAL SUPPLIES	\$5,910.00
PUSH-PEDAL-PULL	OTHER PROFESSIONAL SERVICES	\$520.00
QUILL CORPORATION	GENERAL SUPPLIES	\$77.61
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$695.21
RABE RENEE	MISC REVENUE	\$14.00
RAUSCH ERICA	STAFF TRAVEL	\$138.20
READ PHOTOGRAPHY	GENERAL SUPPLIES	\$60.00
RICHARDSON HEATHER	MISC REVENUE	\$10.00
RIES KARLA	STAFF TRAVEL	\$419.00
ROBY MELISSA	MISC REVENUE	\$8.00
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$1,125.54
ROGERS DANI	MISC REVENUE	\$13.00
ROUNDS TRACY	STAFF TRAVEL	\$42.90
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$158.40
SADLER POWER TRAIN	TRANSP. PARTS	\$546.69
SANDVICK JESSIE	MISC REVENUE	\$45.00
SCHAEFFER MANUFACTURING COMPANY	GENERAL SUPPLIES	\$1,013.40
SCHAFFEL CRAIG	MISC REVENUE	\$25.00
SCHALDECKER DEBRA	MISC REVENUE	\$8.00
SCHOENHOFER JENA	MISC REVENUE	\$10.00
SCHOLASTIC BOOK FAIR INC	LIBRARY BOOKS	\$9,554.20
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES	\$26.95
SCHOOL SPECIALTY LLC	INSTRUCTIONAL SUPPLIES	\$221.85
SCHULT BARBARA	STAFF TRAVEL	\$193.20
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$111.00
SCHUTZ EMILY	MISC REVENUE	\$27.00
SEBETKA MELISSA	MISC REVENUE	\$10.00
SEERY TARA	MISC REVENUE	\$9.00
SIMMONS PERRINE	LEGAL SERVICES	\$1,207.50
SMITH OLIVIA	STAFF TRAVEL	\$148.50
SOLIS DIANA	MISC REVENUE	\$18.00
SONOVA USA INC.	INSTRUCTIONAL SUPPLIES	\$4,135.48
STAPLEY JODIE	MISC REVENUE	\$10.00
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$14.50
STATE INDUSTRIAL PRODUCTS CORP.	MAINTENANCE SUPPLIES	\$756.00

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STOLBA KATY	MISC REVENUE	\$8.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,923.55
TEACH UPBEAT LLC	REF & RSRCH MATERIAL	\$23,600.00
TEDROW RENE	MISC REVENUE	\$14.00
THE BOOKHOUSE	LIBRARY BOOKS	\$4,771.08
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$281.63
THE PAPER CORPORATION	MAINTENANCE SUPPLIES	\$168.96
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$697.00
THOMA DAVID	OFFICIAL/JUDGE	\$40.00
THURM JANE	MISC REVENUE	\$13.00
TO THE RESCUE	PROF SERV: EDUCATION	\$850.00
TRALAU CAROL A.	PROF SERV: EDUCATION	\$1,000.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$198,265.80
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$120.00
VALUE INSPIRED PRODUCTS/SERVICES	INSTRUCTIONAL SUPPLIES	\$127.60
VAN METER CO	ELECTRICAL SUPPLY	\$1,597.60
VERIZON WIRELESS	INTERNET	\$3,725.10
VERIZON WIRELESS	TELEPHONE	\$360.78
VHF SALES, INC	HEAT/PLUMBING SUPPLY	\$254.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$82,031.92
WALSH DOOR & HARDWARE	GENERAL SUPPLIES	\$549.85
WARD KRISTEN	MISC REVENUE	\$8.00
WEBBER ANDREW	MISC REVENUE	\$10.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$1,005.74
WIESE STEFANIE	MISC REVENUE	\$10.00
WILDMAN JENNIE	MISC REVENUE	\$8.00
WINDSTAR LINES	TRANSP PRIVATE CONT	\$7,817.50
WOODS KIMBERLY	STAFF TRAVEL	\$125.00
WRIGHT-WAY TRAILERS	REPAIR/MAINT SERVICE	\$1,467.36
XAVIER HIGH SCHOOL	DUES AND FEES	\$250.00
Fund Total:		\$8,286,601.24
Fund: LOCAL OPT SALES TAX		
B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$12,021.16
Fund Total:		\$12,021.16
Fund: MANAGEMENT LEVY		
EMC INSURANCE	Vehicle Insurance	\$1,000.00
Fund Total:		\$1,000.00
Fund: NUTRITION SERVICES		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$664.72
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$28,742.06
BMO MASTERCARD	GENERAL SUPPLIES	\$49.94
BRENES, DAYSI	GENERAL SUPPLIES	\$45.00
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$3,319.90
COBB MANDY	GENERAL SUPPLIES	\$45.00

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CROSSER TAMMY	GENERAL SUPPLIES	\$45.00
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$6,302.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$157,744.06
FRIDAY LISA	UNEARNED REVENUE	\$25.65
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$3,040.23
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$12,999.61
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$3,040.23
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$12,999.61
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$10,040.36
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$11,344.64
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$17,025.95
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$187.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$201.50
MARCO TECHNOLOGIES, LLC	Copies	\$37.48
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$57,330.91
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$23,692.40
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$4,035.09
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$6,890.63
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$72,098.73
SCHOOL NUTRITION ASSOCIATION	DUES AND FEES	\$177.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$4,789.57
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00

Fund Total: \$437,135.27

Fund: PHY PLANT & EQ LEVY

CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$5,194.70
DRYSPACE INC	CONSTRUCTION SERV	\$377.55
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
MTI DISTRIBUTING INC	EQUIPMENT >\$5,000	\$1,823.54
TRANSPORTANT INC	COMPUTER SOFTWARE	\$54,600.00
TRANSPORTANT INC	OTHER TECH SER	\$6,875.00
WALSH DOOR & HARDWARE	CONSTRUCTION SERV	\$2,130.00
WENDLING QUARRIES	GENERAL SUPPLIES	\$3,785.24

Fund Total: \$80,661.03

Fund: PUB ED & REC LEVY

B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$9,068.59
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,091.25
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$39.62
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$169.36
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$39.62
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$169.36
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$149.24
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$180.95
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$271.56

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MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$6.04
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$352.59
MIRACLE RECEATION EQUIPMENT	GROUNDS UPKEEP	\$2,367.52
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$101.20
Fund Total:		\$15,009.40
Fund: SALES TAX REVENUE BOND CAP PROJECT		
OPN ARCHITECTS, INC.	ARCHITECT	\$39,305.97
PEAK CONSTRUCTION	CONSTRUCTION SERV	\$1,334,452.27
TERRACON CONSULTANTS INC	ARCHITECT	\$3,025.00
Fund Total:		\$1,376,783.24
Fund: STUDENT ACTIVITY		
ADAMS BRANDON AND BETH	STUDENT FEES	\$450.00
ANDYMARK, INC	GENERAL SUPPLIES	\$80.36
APPLE COMPUTER INC	GENERAL SUPPLIES	\$299.00
BANACOM SIGNS LLC	GENERAL SUPPLIES	\$216.00
BARBARIAN APPAREL	GENERAL SUPPLIES	\$1,370.00
BERG ISABEL	OFFICIAL/JUDGE	\$150.00
BLOCKLINGER RONNIE	OFFICIAL/JUDGE	\$135.00
BMO MASTERCARD	DUES AND FEES	\$3,905.85
BMO MASTERCARD	GENERAL SUPPLIES	\$11,400.30
BMO MASTERCARD	PROF SERV: EDUCATION	\$156.18
BMO MASTERCARD	STAFF TRAVEL	\$189.35
BOOSTER CLUB	GENERAL SUPPLIES	\$115.50
BSN SPORTS	GENERAL SUPPLIES	\$3,930.12
CB COMPANIES LLC	GENERAL SUPPLIES	\$1,368.80
CENTER POINT-URBANA HIGH SCHOOL	DUES AND FEES	\$75.00
CLEVELAND STACY	OFFICIAL/JUDGE	\$165.00
COLE RILEY	OFFICIAL/JUDGE	\$65.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$50.00
COPYWORKS	GENERAL SUPPLIES	\$88.50
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$1,976.03
CRAWFORD GREG	OFFICIAL/JUDGE	\$200.00
DAVID EMILY	OFFICIAL/JUDGE	\$150.00
ELITE SPORTS	GENERAL SUPPLIES	\$80.50
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,544.49
FIRST	DUES AND FEES	\$750.00
GRANT WOOD AEA	GENERAL SUPPLIES	\$343.49
HAARS COREY	OFFICIAL/JUDGE	\$150.00
HANSEN PEGGY	OFFICIAL/JUDGE	\$30.00
HOYT BOB	OFFICIAL/JUDGE	\$30.00
IAHSSC	DUES AND FEES	\$30.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$76.24
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$325.88
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$76.24

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INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$325.88
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$162.31
IOWA FBLA-9388	DUES AND FEES	\$2,325.00
IOWA FBLA-9388	GENERAL SUPPLIES	\$495.00
IOWA FBLA-9388	STAFF TRAVEL	\$1,540.00
IOWA FFA ASSOCIATION	DUES AND FEES	\$533.00
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	GENERAL SUPPLIES	\$31.00
IOWA PRISON INDUSTRIES	GENERAL SUPPLIES	\$33.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$260.09
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$390.38
IOWA YOUTH SYMPOSIUM	DUES AND FEES	\$440.00
IOWA YOUTH SYMPOSIUM	STAFF TRAVEL	\$190.00
JEFFRY DOWNING	OFFICIAL/JUDGE	\$65.00
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$135.00
JOSTENS, INC	GENERAL SUPPLIES	\$2,001.20
KEEL JOHN W	OFFICIAL/JUDGE	\$65.00
KENNEDY DAVID	OTHER ACT INCOME	\$43.00
KNOTT TAYLOR	OFFICIAL/JUDGE	\$150.00
LEHMAN JAY	STAFF TRAVEL	\$275.00
LIBERTY HIGH SCHOOL	DUES AND FEES	\$395.00
MAJOR RONALD	OFFICIAL/JUDGE	\$65.00
MEDIAQUEST SIGNS	GENERAL SUPPLIES	\$220.00
MENARDS -13127	GENERAL SUPPLIES	\$65.80
MITZEL MATT	STUDENT FEES	\$225.00
MOE TONYA	STAFF TRAVEL	\$879.00
MONTICELLO SPORTS	GENERAL SUPPLIES	\$126.00
MUSIC THEATRE INTERNATIONAL	GENERAL SUPPLIES	\$1,087.23
NATIONAL FFA ORGANIZATION	DUES AND FEES	\$400.00
NATURE'S WAY CLEANERS	GENERAL SUPPLIES	\$448.00
NEWPORT CORINNE	STUDENT FEES	\$450.00
NOBLE ROBERT	OFFICIAL/JUDGE	\$135.00
PANTINI ANDY	OFFICIAL/JUDGE	\$120.00
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$561.02
RASTETTER JULIE	OFFICIAL/JUDGE	\$185.00
REMINGTON SHANE	OFFICIAL/JUDGE	\$135.00
RIPLEY RICHARD	OFFICIAL/JUDGE	\$65.00
SCHMIDT ALLISON	OFFICIAL/JUDGE	\$150.00
SPORTS IMPORTS	EQUIPMENT >\$5,000	\$5,518.20
ST. JOHN, PATRICK	OFFICIAL/JUDGE	\$135.00
SUSAN FREESE	OFFICIAL/JUDGE	\$30.00
THE LINE UP	GENERAL SUPPLIES	\$3,898.06
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$67.70
TRIHIX ATHLETIC APPAREL	GENERAL SUPPLIES	\$826.80
TROTT TROPHIES	GENERAL SUPPLIES	\$140.10
VARSITY SPIRIT	GENERAL SUPPLIES	\$264.00

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 10/19/2023 - 11/15/2023

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
WEST MUSIC CO	GENERAL SUPPLIES	\$3,654.94
WILSON WILLIAM	OFFICIAL/JUDGE	\$65.00
WINDSTAR LINES	STAFF TRAVEL	\$7,841.88

Fund Total: \$70,586.42

Fund: STUDENT STORE

BMO MASTERCARD	GENERAL SUPPLIES	\$1,743.18
DOME HATS, LLC	GENERAL SUPPLIES	\$3,941.04
GFSI LLC	GENERAL SUPPLIES	\$1,153.68

Fund Total: \$6,837.90

Grand Total: \$11,461,741.32

End of Report

Agreement for Short-Term Event

This agreement ("Agreement") is made as of this 6 day of October 2023, by and between Lindale Mall Realty Management, LLC ("Licensor") and Linn-Mar School ("Licensee") upon the terms and conditions hereinafter set forth.

Recitals

- Licensor owns and operates a certain shopping center located in Cedar Rapids, Iowa, commonly known as Lindale Mall Realty Holding, LLC (the "Lindale Mall").
- Licensee desires to operate a band concert within the Shopping Center for a limited period.

Terms

Now therefore, in consideration of the payments of the charges and fees provided for herein and the covenants and conditions hereinafter set forth, and other good and valuable consideration, Licensor and Licensee hereby covenant and agree as follows:

- **Definitions.** For purposes of this Agreement, the following capitalized terms shall have the following meaning:

Grant. Licensor hereby grants to Licensee a non-exclusive license to conduct an Event in the Permitted Location, subject to all the terms and conditions set forth in this Agreement.

Location of Space. TBT Open space

Term. The Term of this Agreement shall begin on the Commencement Date and end on the Expiration Date. It is agreed and understood that the "Commencement Date" and "Expiration Date" consist of one (1) business day during the mall's normal business hours.

"Commencement Date" December 8, 2023 "Expiration Date" December 8, 2023

Permitted Use. Licensee shall use the Location of Event solely for the purpose of event permitted and for no other purpose. "Permitted Use" Band Concert.

- **Hours of Operation.** Licensee will adhere to the following hours of operation: 10:0 a.m. – 12p.m. unless otherwise noted in writing. Licensee will be granted access to the space at or after 9:00 a.m. on December, 2023, in order to prepare and set up for the event.
- **Fee.** \$0.00. As consideration for the license granted in this Agreement, Licensee shall pay to Licensor the amount specified, in the form of check/money order, on or before the Commencement Date to the following address:

Lindale Mall Realty Management, LLC
4444 1st Ave NE

Cedar Rapids, IA. 52404

Attn: Mall Management Office

- **Indemnification.** To the fullest extent permitted by law, Licensee shall defend, indemnify and hold harmless Licensor, Licensor's Agent, its officers, directors, employees, and agents, and any mortgagee and master lessor of the Shopping Center, from and against all claims, losses, liabilities, damages, penalties, fines and expenses (including but not limited to attorneys' fees) relating to or arising from or in connection with (i) Licensee's breach of any representation, warranty, covenant or other obligation contained in this Agreement, or (ii) the death, personal injury, bodily injury and/or property damage to any person, persons or Tenants caused or alleged to be caused by the Licensee, its employees, agents, contractors, licensees, or invitees.

- **Licensee's Insurance.**
 - **Required Coverage.** Licensee agrees to carry, at its own expense, throughout the term of this Agreement, insurance providing the following: (a) "All Risk" Special Perils coverage on the Licensee's personal property, improvements, fixtures, etc. located within or outside the Shopping Center, (b) Commercial General Liability insurance in the broadest form obtainable (including contractual liability covering the indemnification obligations herein) covering the Premises and Licensee's use of the Premises with a minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for Bodily Injury and Property Damage, including Loss of Use and (c) Workers' Compensation insurance as to comply with the laws and regulations of the state in which the Shopping Center is located and (d) Automobile Liability insurance in a minimum amount of \$1,000,000 each accident, covering all owned, hired or non-owned vehicles used in the furtherance of this agreement. Licensee's insurance policy(ies) shall be written with insurers licensed to do business in the state in which the Shopping Center is located, in a form satisfactory to Licensor's Agent ~~and shall carry an A.M. best rating of at least A-, VIII.~~ With the exception of Workers Compensation, Licensee's policies shall name Licensor, Licensor's Agent and any related subsidiaries and their employees as additional insured's and shall be endorsed to provide Licensor's Agent with no less than thirty (30) days prior written notice of cancellation or non-renewal. Licensee's policies shall also be endorsed to reflect that in the event that coverage benefiting Licensor exists under both Licensor's Agent and Licensee's policies, coverage under the Licensee's policies shall be primary. Licensee may achieve the above limits through a combination of primary and umbrella policies.
 - **Certificates.** Licensee shall provide Licensor listed above with a Certificate of Insurance (ACORD 25), including the Additional Insured endorsement, immediately upon the request of Licensor's agent and within thirty (30) days of the anniversary of said insurances, evidencing the above-required coverages.
 - **Waiver of Subrogation.** Notwithstanding any provision of this Agreement to the contrary, Licensee hereby releases and waives all rights of subrogation against Licensor its officers, directors, employees and agents from any and all loss, damages or liability covered under any policy of insurance required to be maintained by this Agreement, including deductibles or retentions, notwithstanding that such loss, damages or liability may have arisen from the

negligence, tortious act or omission of the other party, or anyone for whom such party may be responsible.

- **Signage.** All signage and/or other Display Materials must be of professional quality and approved by the Licensor prior to the Commencement Date. Banner and hand-written signage are not permitted. Licensor reserves the right to remove, alter or relocate the Display Materials at Licensor's sole discretion and without consequence from Licensee or event participants.
- **Damage.** Licensee shall be liable for all damages to the Display Areas and, upon demand, shall reimburse Licensor for the cost of the repair of the Display Areas or any other damage elsewhere within the Shopping Center caused by or arising from the installation or removal of the Display Materials or other property from the Display.
- **Late Payments and Returned Checks.** A late fee of \$50.00 will be enforced if payments are not paid according to the terms of this Agreement. Licensee shall pay a service charge of \$25.00 on all returned checks.
- **Assignment and Subletting.** Licensee shall not sell, assign, mortgage, pledge or transfer this Agreement or any interest therein, nor sublet all or any part of the Display Areas, nor license concessions or departments therein, without Licensor's prior written approval, which may be withheld at Licensor's sole and absolute discretion.
- **Liability.** Licensor waives any and all liability against Licensor for any damage to the Display Materials. There shall be no personal liability of Licensor with respect to this Agreement. If a breach by Licensor occurs, Licensee shall look solely to the value of the consideration paid by Licensee to Licensor for the satisfaction of Licensee's remedies.
- **Terms of Agreement.** This Agreement contains all of the covenants, promises, agreements, conditions, and understandings between Licensor and Licensee. There are no other oral or written agreements, between the parties other than those set forth in this Agreement.
- **Permits.** Licensee must obtain any licenses, authorizations, or permits required by any governmental agency or authority for the type of activity to be carried on at or for the use of the Display Areas.
- **Removal.** Licensee shall at the expiration or earlier termination of this Agreement remove the Display Materials, any other goods and effects, repair any damage caused by such removal, and peaceably yield up the Display Areas in clean and good order, repair and condition. Should Licensee desire to dispose of the Display Materials, the Display Materials and any other trash must be removed by Licensee and deposited in compactors located in exterior Shopping Center service courts. Such materials may not be left on Shopping Center concourse or in trash receptacles on the Shopping Center concourse. Personal property of Licensee not removed within two (2) days of such expiration or earlier revocation shall become the property of Licensor, at Licensor's option without liability to Licensee therefore.
- **Hazardous Material.** Licensee shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Display Areas.

- **Maintenance of Licensed Display Areas.** Licensee shall maintain, at its sole cost and expense, the Licensed Display Areas in good condition and make all necessary replacements and repairs to the Licensed Display Areas except for structural repairs.
- **Vehicles.** Vehicles are permitted within the Shopping Center areas for display purposes only. No vehicles are permitted inside Shopping Center areas without the express written consent of Licensor. Fuel tanks of display vehicles are to be filled to no more than ¼ of tank capacity. Batteries must be disconnected. Absorbent pads in protective pans must be placed beneath oil pans and protective mats must be placed under tires and tongues. Licensee must provide all mats, pads, and pans. Use of spray waxes is strictly prohibited.
- **Notes:** The performance will be in the former Younkers space if available or the common area.

Acknowledged and agreed this _____ day on _____, 2023.

<p><u>LICENSOR:</u></p> <p>Lindale Mall Realty Management, LLC</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p><u>LICENSEE:</u></p> <p>NAME: Linn-Mar</p> <p>Katie Vail</p> <p>kvail@linnmar.k12.ia.us</p> <p>Signature: _____</p> <p>Name: _____</p> <p style="padding-left: 40px;">Brittania Morey</p> <p>Title: _____</p> <p style="padding-left: 40px;">Board President</p> <p>Business Phone: 730.3685</p> <p>Tax ID#: _____ SSN: _____</p>
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COMMISSION AGREEMENT

This COMMISSION AGREEMENT (this “**Agreement**”) is by and between Christopher Daniel Pilsner (“**Composer**”) and Linn-Mar High School, Joshua Reznicow - representative (“**Organization**”) and made and effective as of November 21, 2023 (the “**Effective Date**”).

1. Commission.

- a. Commission. Organization commissions Composer and Composer agrees to compose and notate an original work for Organization of approximately 5-6 minutes in duration scored for String Orchestra, Grade 4 level (the “**Work**”).
- b. Sheet Music. Composer agrees to deliver to Organization the composition and one (1) full set of the notated score and performance materials of the Work (“**Sheet Music**”) on or before September 1, 2024 (the “**Due Date**”).
- c. Composer agrees to periodically update Organization’s representative named above, or to the person as otherwise requested by Organization, on the progress of the Work.

2. Commission Fee; Payment.

- a. Commission Fee. Organization agrees to pay Composer \$ 1100 per minute of completed music as a commission fee for the Work and Sheet Music (the “**Commission Fee**”), which will be payable as follows:
 - i. \$ 1100 retainer to be paid upon the execution of this Agreement (the “**Retainer Fee**”); and
 - ii. The remaining balance of the Commission Fee within twenty (21) days of delivery of the Sheet Music.
- b. Payment. All payments shall be made via check or via an electronic payment system mutually agreed upon by the parties.

3. Obligations & Rights.

- a. Organization Rights. Organization shall have the following rights with respect to the Work:
 - i. The exclusive right to give the first scheduled performance (the “**World Premiere**”) and any additional performances of the Work for a period of 120 days after delivery of the Sheet Music to Organization (the “**Exclusivity Period**”); and
 - ii. The right to record the Work for personal uses by Organization; provided that, a copy of the recording is made available to Composer within ten (10) working days following the recording session or performance.
- b. Organization Obligations. Organization agrees to hold, at its sole cost and expense, at least one (1) performance of the Work during the Exclusivity Period. Coordination of the performance date(s) for the World Premiere is the sole responsibility of Organization.
- c. Composer and Organization agree that Organization will not pay any rental fees to Composer for:
 - i. the World Premiere;
 - ii. any additional public performance(s) during the Exclusivity Period; and
 - iii. personal recordings made in accordance with Section 3(a)(ii).
- d. Except for the express rights granted above, nothing herein grants, or is implied to grant, any right, title or interest to Organization in the Work. Organization acknowledges and agrees that the Work is not intended to be and does not constitute a “work for hire” as defined under current copyright law, and that all rights, title and interest in the Work are vested in and will remain with Composer.

4. **Additional Performances.** Organization agrees to secure a valid performing rights license directly from Composer for all public performances of the Work for which such a license is required by applicable performing rights licensing practices. Organization understands and agrees that any recording or synchronization for commercial or other recordings or in connection with radio or television broadcast will require additional licenses, and Organization agrees to negotiate a separate license for such use. If Composer changes performing rights license society membership after the Effective Date, Composer will notify Organization of such change. In such event, and after notice by Composer, Organization will be responsible for obtaining the applicable performing rights license from Composer either directly or with the society that Composer is newly affiliated with.

5. **Scores & Published Editions.** The Sheet Music and all published editions of the Work shall include on the title page or first page of music the following inscription:

“Commissioned by the 2024-2025 Linn-Mar High School Symphony Strings – Joshua Reznicow, director”

Additionally, all such publications of the Work will list Composer as “Chris Pilsner” and contain all appropriate copyright and performing rights license information.

6. **Representations and Warranties.** Composer represents and warrants that to the best of his actual knowledge:

- a. the Work is an original composition;
- b. Composer is the owner of the Work; and
- c. Nothing contained herein contravenes any pre-existing agreement with any publisher or other party. Composer agrees that any subsequent agreement with any publisher shall be subject to the rights granted to Organization hereunder.

7. **Termination by Organization.** If Organization terminates this Agreement at any time prior to the delivery of the Sheet Music, Organization shall forfeit the Retainer Fee. Furthermore, if Organization terminates this Agreement between June 1, 2024, and the actual delivery date of the Sheet Music, Organization is subject to an additional \$2000 cancellation fee.

8. **Force Majeure.** In no event shall Composer be responsible for any failure or delay in the performance of his obligations arising out of or caused by, whether directly or indirectly, forces beyond his control, including but not limited to illness or accident, family tragedy, and/or unforeseen acts of nature (each, a “**Force Majeure Event**”). Upon the occurrence of a Force Majeure Event, Composer shall make reasonable efforts to promptly notify Organization of such event and, as determined in Composer’s sole discretion, either: (a) terminate this Agreement; or (b) mutually agree with Organization an appropriate extension of time. If Composer elects to terminate this Agreement in accordance with Subsection 8(a), Organization’s sole remedy against Composer shall be a refund of any sums previously paid to Composer.

9. **Independent Contractors.** It is expressly agreed that the parties are independent contractors and that the relationship between the parties shall not constitute a partnership, joint venture or agency, and that Composer is not an employee of Organization. Neither party shall have the authority to make any statement, representation or commitment of any kind which will be binding on another party without the prior written consent of such other party.

10. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to principles of conflicts of law thereof. The parties agree that any action brought by either party arising from or relating to this Agreement shall be brought in, and each party agrees to and submits to the jurisdiction and venue of, the appropriate state or federal court in Denver County, Colorado.

11. **Notices.** All notices, requests, demands or other legal communications under this Agreement shall be in writing addressed to the party at the address below, or as otherwise updated by a party, and will be deemed to have been

duly given if delivered: (a) by hand to the receiving party; (b) by a reputable overnight delivery service; or (c) via certified mail with return receipt requested.

12. Miscellaneous. This Agreement represents the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Neither party may assign this Agreement and all rights and obligations herein without the prior written consent of the other party. Any such assignment in violation of this Section will be null and void. This Agreement will be binding upon the heirs, assigns, and beneficiaries of the parties. No modification, amendment or waiver of this Agreement or a term of this Agreement shall be effective unless it is in writing and signed by both parties. If any portion of this Agreement is found to be illegal or unenforceable, the remaining portions of this Agreement will remain in effect. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, each party represents and warrants that it has the authority to enter into this Agreement and intends to be bound by the obligations herein and to execute this Agreement as of the Effective Date.

COMPOSER:

Christopher Daniel Pilsner 2302 Forecastle Dr Fort Collins, CO 80524	Date
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ORGANIZATION:

Joshua Reznicow, director Linn-Mar High School Symphony Strings Linn-Mar High School 3111 North 10th Street Marion, Iowa 52302	Date
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Brittania Morey, Board President	Date
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OCT 25 2023

Independent Contractor Agreement



Please provide all information requested and sign page two.

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

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

1. SERVICES TO BE PERFORMED: Piano Accompanying
2. GROUP/DEPARTMENT WORKING WITH: Wilkins 4th Grade Choir
3. AMOUNT OF PAYMENT: \$ 160.00

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on December 12, 2023, which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. The manner of achieving these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the district for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever and neither has any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the IC's activities in accordance with this independent contractor agreement, including by way of illustration but not limitation: federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees, as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to the IC under the terms of this independent contractor agreement.
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

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

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

9. **TERM:** This agreement shall begin on 12-4, 2023 and shall continue in effect until 12-12, 2023, unless earlier terminated by either party in accordance with Section 11.

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

11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.

12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.

13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

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

This agreement is signed and dated this ~~10th~~ 13th day of October, 2023.

Independent Contractor Signature:

Mark Bauman

Title: Accompanist

Linn-Mar CSD Representative Signature:

Title: School Board President

Please return this form to the Linn-Mar CSD Business Office - 2999 N 10th St, Marion IA 52302

Internal Use Only	Account Code: _____
Business Office: <u>10/25/23</u> Date <u>CB</u> Initial	Board Meeting: _____ Date



Independent Contractor Agreement

Please provide all information requested and sign page two.

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

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

1. **SERVICES TO BE PERFORMED:** guest clinician and performer for Java 'n Jazz
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar High School Jazz Bands
3. **AMOUNT OF PAYMENT:** \$1000

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on January 19, 2024, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this independent contractor agreement create an IC relationship between them. The district is interested only in the end results achieved by the services of the IC and that they conform to the requirements specified in this agreement. The manner of achieving these results and the right to exercise control or direction as to the details, means, and methods by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of the district for any purpose. Neither party shall be considered to be an agent, master, or servant of the other party for any purpose whatsoever and neither has any authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of the other. The district is not responsible for deducting from payments to the IC any amounts for taxes, insurance, or other similar items relating to the IC. Accordingly, the IC shall be responsible for payment of all taxes arising out of the IC's activities in accordance with this independent contractor agreement, including by way of illustration but not limitation: federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees, as required. The IC shall further assume exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to the IC under the terms of this independent contractor agreement.
5. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to the IC. The payroll or employment taxes that are subject to this paragraph include but are not limited to: FICA (social security tax), FUTA (federal unemployment tax), federal income tax, state income tax, and state unemployment insurance tax.
6. **FRINGE BENEFITS:** The IC is not eligible for and shall not participate in any employee pension, health, disability, or other fringe benefit plan of the district.

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on January 19, 20²⁴ and shall continue in effect until January 19, 20²⁴, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 31st day of October, 20²³.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:



 Title: Sharel Cassity, Artist

 Title: School Board President

Please return this form to the Linn-Mar CSD Business Office – 2999 N 10th St, Marion IA 52302

SERVICE AGREEMENT

This Service Agreement (this "Agreement"), effective as of August 1st, 2023 (the "Effective Date"), is by and between ASPi Solutions, Inc., an Iowa corporation, doing business as Bound ("Provider"), [Mississippi Valley Conference] ("Conference"), and each high school identified on **Schedule 1** attached hereto and executing a signature page hereto (each a "High School", collectively, the "High Schools" and, together with Conference, the "Customer"). Provider, Conference, and High School, may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, Provider provides access to the Services, as defined in **Exhibit A**, to its customers; and

WHEREAS, Conference is an Iowa high school athletic conference comprised of each of the High Schools;

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement and any Order Form, Ticket Service Agreement, or other agreement between the Parties, which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "Access Credentials" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.

(b) "Aggregated Statistics" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(c) "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(d) "Bound" shall have the meaning set forth in **Exhibit A**.

(e) "Confidential Information" shall have the meaning set forth in Section 6.

(f) "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services; this includes but is not limited to, athletic data.

(g) "Customer Systems" shall have the meaning set forth in Section 4(c).

(h) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form and any end user documentation relating to the Services, if any.

(a) "Fees" shall have the meaning set forth in Section 5(a).

(i) "Feedback" shall have the meaning set forth in Section 7(c).

(j) "Force Majeure Event" means any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(k) "Initial Term" shall have the meaning set forth in Section 11(a).

(l) "In Compliance" shall have the meaning set forth in **Exhibit A**.

(m) "Losses" shall have the meaning set forth in Section 9(a).

(n) "Notice" shall have the meaning as set forth in Section 12(b).

(o) "Provider IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(p) "Renewal Term" shall have the meaning set forth in Section 11(a).

(q) "Services" means the service offering described in **Exhibit A**.

- (r) “Service Suspension” shall have the meaning in Section 2(g).
- (s) “Term” shall have the meaning set forth in Section 11(a).
- (t) “Third-Party Claims” shall have the meaning set forth in Section 9(a).

2. Access and Use.

(a) Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Provider hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) Documentation License. Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's athletics programming purposes in connection with its use of the Services.

(c) Mutual Trademark License. Each Party hereby grants to each other Party, who accepts, a non-exclusive, non-sublicensable, non-transferable license to use and display the trademarks listed in Exhibit B, whether or not registered, including any common law rights (the “Licensed Marks,” the Parties being the “Licensor Party” and “Licensee Party,” as applicable) in connection with the provision of the Services. Each Licensee Party shall use the Licensed Marks in such a manner that it does not interfere with the owner's use of the Licensed Marks. The Licensee Parties further understand and agree that each Licensor Party shall retain the unrestricted right to use and authorize others to use the Licensed Marks in any way. The Licensee Parties further acknowledge the high level of quality and goodwill associated with the Licensed Marks and when using the Licensed Marks shall maintain the same high level of quality in connection with the Services and its use of the Licensed Marks and the rights granted to it hereunder, and that all goodwill associated with the Licensed Marks inures to the owner of the Licensed Mark. The Parties shall also have the right to specify additional quality control standards from time to time. Each Licensee Party agrees to use the Licensed Marks only in the form and manner prescribed by the Licensor Party. Except as provided herein, Licensee further agrees not to use any other marks in combination with the Licensed Marks without the prior approval of Licensor. Each Licensor Party shall indemnify, defend, and hold harmless the Licensee Party and their affiliates, officers, directors, employees, agents, successors, and assigns against all Losses arising out of or in connection with any third-party claim, suit, action, or proceeding relating to (i) Licensor Party's breach of this Agreement; or (ii) infringement, dilution, or other violation of any third-party trademark rights relating to the use of any Licensed Mark by Licensee Party or any sublicensee in accordance with this Agreement.

(d) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

(g) Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers; (ii) the competitive strength of or market for Provider's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

(h) Suspension or Termination of Services. Provider may, directly or indirectly, by any lawful means, suspend, terminate, or otherwise deny, jointly or severally, Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; (b) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (c) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; (iii) this Agreement expires or

is terminated; (iv) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; or (v) there is a threat or attack on any of the Provider IP (any such suspension described in subclause (a), (b), or (c), a "Service Suspension"). Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as commercially reasonable after the event giving rise to the Service Suspension under subclause (a) or (b) is cured. Notwithstanding the foregoing, Provider shall have no obligation to resume providing access to the Services for any Service Suspension resulting under subclause (c) regardless of whether it is cured, however provider may resume providing access in Provider's sole discretion. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension. This Section 2(g) does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

(i) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

3. Customer Responsibilities.

(a) General. During the Term, Customer shall exclusively utilize the Services for all High School ticket and activity pass sales, online fundraising stores, and athletic and activity events, including but not limited to scheduling, scoring, and statistics. Further, Customer shall input or assist the Provider with inputting Customer Data into the Services within a reasonable time of such data being made available, and Conference shall use its best efforts to enforce the mandate that the High Schools input Customer Data into the Services when it learns that a High School is delinquent in meeting that requirement. Each Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by the respective Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall abide by Provider's Terms and Conditions of Use, which are incorporated herein and made part of this Agreement, a current copy of which is set forth at: <https://lets.gobound.com/terms/>. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

(c) Effect of Customer Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

(d) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by this Agreement, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services); and (b) notify Provider of any such actual or threatened activity.

(e) Customer Representations and Warranties. Each Customer represents and warrants that their activities and any information provided by each respective Customer under this Agreement complies with all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), as the same may be amended. Each Customer further represents and warrants that: (i) it is the sole and exclusive owner of all right, title, and interest in and to the Licensed Mark(s) and (ii) Provider's exercise of the rights and license granted under this Agreement will not infringe or otherwise conflict with any third party's rights. The Customer shall indemnify Provider for any violation of this provision, in accordance with Section 9.

4. Data Privacy and Security.

(a) Data Privacy and Information Security. Provider will employ data privacy and information security measures in accordance with Provider's Privacy Policy, as amended from time to time and incorporated herein by reference, a current copy of which is set forth at: <https://lets.gobound.com/privacy-policy/>.

(b) Data Breach Procedures. Provider maintains a data breach plan in accordance with applicable law and shall implement the procedures required under such data breach plan on the occurrence of a data breach (as defined in such plan).

(c) Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(d) Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services.

5. Fees and Payment.

(a) Fees. In exchange for access to the Services, Customer shall be charged the fees ("Fees") as set forth in **Exhibit A** without offset or deduction. As Provider's consideration for providing the Services, Provider shall withhold the Fees from the total amounts received under this Agreement. In the event Customer is responsible for paying any Fees to Provider, Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for fifteen (15) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Provider may modify Fees for any contract year, including any contract year of any Renewal Term, by providing written notice to Customer at least one-hundred twenty (120) calendar days prior to the commencement of that contract year, and **Exhibit A** will be deemed amended accordingly. The term "contract year" means the full twelve (12) month period commencing on the Effective Date and ending on the day immediately prior to the first anniversary thereof, and each full consecutive twelve (12) month period thereafter during which the Agreement remains in effect.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term, including any Renewal Term, and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider or its nominee (including its accountants and auditors) may, in its sole discretion and at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement. Customer shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of Provider with respect to such audit. If such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any payment period. Such inspection and auditing rights will extend throughout the Term, including any Renewal Term, of this Agreement and for a period of two (2) years after the termination or expiration of this Agreement.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). For the avoidance of doubt, the terms of this Agreement shall constitute Confidential Information for purposes of this Section 6. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each

Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Provider does not own any right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Warranty Disclaimer. THE SERVICES AND PROVIDER IP ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless each Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by that respective Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data, or (D) the Licensed Marks provided by Customer.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider, and each of its officers, directors, employees, agents, successors, and assigns, from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to

such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH EACH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AMOUNT RECEIVED BY PROVIDER IN THE FISCAL YEAR PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT RECEIVED BY PROVIDER IN THE FISCAL YEAR PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until three (1) years from such date (the "Initial Term"). This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Provider's delivery of written notice thereof; (B) commits any act or is involved in any occurrence which, in the sole and absolute discretion of Provider, reflects unfavorably upon Provider or its Services; or (C) breaches any of its obligations under Section 2(c) or 6.

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund; provided, that if Provider terminates this Agreement pursuant to Section 11(b), all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of Provider's invoice therefor.

(d) Survival. This Section 11(d) and 1, 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Iowa. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Iowa in each case located in the city of Des Moines and County of Polk, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

(h) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent may be withheld, conditioned, or delayed at Provider's sole and absolute discretion. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(j) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(k) Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under 6 or Section 2(c) would cause Provider irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the Provider will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(l) Relationship of the Parties. The relationship between the Provider and Customer is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

(m) Joint Public Statements. To the extent that an issue with the Services becomes a matter of public concern warranting a public statement, as determined in the reasonable discretion of either Customer or Provider, Provider and Customers shall cooperate to promptly provide a public statement or press release addressing the issue and, as necessary from time to time, coordinate responses to public inquires as they arise.

(n) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

PROVIDER:


ASPi Solutions, Inc.,
an Iowa corporation, d/b/a Bound

DocuSigned by:

Signature: _____
Full Name: Todd Lawler
Title: Co-Founder

CONFERENCE:

Mississippi Valley Conference

DocuSigned by:

Signature: _____
Full Name: Paul James
Title: MVC Commissioner

HIGH SCHOOLS:

| _____ |
Signature: _____
Full Name: Brittania Morey
Title: Board President

SCHEDULE 1
HIGH SCHOOLS

INSERT

EXHIBIT A
SERVICES

Capitalized terms used but not defined in this **Exhibit A** have the meaning given to those terms in the Agreement.

A. Services and Fees.

(i) Description of Services. The Services are a platform that Provider has developed and is continuing to develop under the trade name Bound (“Bound”). Bound is a software platform that allows organizations to display and manage activity data, and it consists of several applications, including but not limited to a public website “https://www.gobound.com/” and public mobile applications on both iOS and Android.

(ii) Bound Director. As part of the Services, Provider shall provide a full-time experienced employee administrator to facilitate the day-to-day operations of the Services (the “BD”). The BD shall coordinate the activity schedules and schedule changes for all High Schools’ interscholastic athletics and school activities within the Conference and support and manage all activity data that goes into Bound. The BD shall: (a) assist the High Schools with implementing online event ticketing and online fundraising stores; (b) collaborate with the Conference and High Schools to promote the Services and help launch and support team online fundraising stores; (c) promptly enter schedule changes after the BD is notified of such changes for all interscholastic athletic events and school activities; and (d) work with athletic directors and coaches on the promotion of activities and seek additional revenue opportunities for the High Schools.

(iii) Bound Software Tools: The Services further consist of the following software tools, which will be provided in exchange for the Fees noted below (“Bound Software Tools”):

Bound Software Tools	Fees	Compliance Obligations
Varsity Schedule, Score & Stats	Free	Customer uses best efforts to refer the public to Bound to be utilized as the go-to resource and authority to answer questions and provide information related to matters covered by the Services (e.g. questions regarding activity schedule, etc.); Customer works with Provider in good faith to implement the Services; Customer is In Compliance with the Bound Ticketing and Team Fundraising Tools Compliance Obligations.
Premium Fan Website and App	Free	
Activity/Camp Registration*	Processing Fees Apply	
Notify Team Communication	Free	
Stat Imports	Free	
Event Management Tools <ul style="list-style-type: none"> • Event Scheduling (Varsity and Lower Level) • Contracts, Transportation, Officials, Game Programs & Reports • Facility Management* • Worker Management 	Processing Fees Apply for Facility Management services	
Social Media Auto Posting		
Booster Club or Merchandise stores*	Processing Fees Apply	
Future software development *	Processing Fees Apply	
Bound Sponsorship Tools (if applicable, subject to additional terms)	Fees Apply	
Upgrades and Future Product Offerings	Additional Fees Apply	

(iv) Fees. In addition to the foregoing, additional Fees will be charged to the Customer as set forth below. In the event Customer is responsible for paying any Fees to Provider (rather than Provider withholding the Fees from the total amounts received under this Agreement), Customer shall pay such Fees within fifteen (15) days of receiving Provider’s invoice setting forth the Fees owed. All Fees are subject to change upon written notice to the Customer as set forth in Section 5 of the Agreement.

Bound Ticketing*	Fees	Compliance Obligations
For Ticket Sales Below \$10	\$0.90 Per Ticket	Year 1: 80% of transaction of ticket passes through Bound Year 2: 90% of transaction of ticket passes through Bound
For Ticket Sales Above \$10	\$0.90 + 5% Per Ticket	Year 3: 99% of transaction of ticket passes through Bound

**The Bound Ticketing Fees exclude any postseason games or events.*

Team Fundraising Tools	Fees	Compliance Obligations
All teams at each High School must use Bound Team Online Fundraising Tools.	Donation Store Revenue Share: o Schools: 80% o Bound: 20% Provider shall withhold, as part of its Fees, twenty percent (20%) of all donations made through the Service’s donation and online fundraising platform related to the Customers’ online fundraising campaigns and efforts.	Reasonable cooperation with school, program, and coaches to promote team online fundraising stores through Bound, including but not limited to opportunities for BD to present to parents/guardians for each activity - No obligation on money threshold for the High Schools.

B. Conference Payback. In addition to providing the Services, if all High Schools meet the Compliance Obligations set forth in this **Exhibit A** and are, therefore, “In Compliance,” Provider shall pay to the Conference certain amounts (“Conference Payback”), as further set forth in this **Exhibit A**. The amount of the Conference Payback shall be determined as follows: (a) if all High Schools are fully In Compliance, the Conference will be paid the Maximum Conference Payback Amount, or (b) if any High School is not fully In compliance, Provider will accordingly reduce the amount of the Conference Payback in such amount as the Provider determines in its sole discretion. If the Conference is eligible for the Conference Payback, as determined in the sole reasonable discretion of Provider, the Conference Payback shall be paid directly to the Conference on July 1 of each year during the Term. Notwithstanding anything to the contrary, the “Maximum Conference Payback Amount” in a calendar year shall not exceed \$10,000.

Exhibit B
Licensed Trademarks

Provider Licensed Trademarks:



Customer Licensed Trademarks:

[INSERT]

AMENDMENT TO THE AGREEMENT REGARDING ATHLETIC TRAINER

This first amendment of the AGREEMENT REGARDING ATHLETIC TRAINER is effective beginning with the 2023-2024 school year by and between Linn-Mar High School (LMHS) and Rock Valley Physical Therapy (RVPT).

WHEREAS, LMHS and RVPT are parties to an agreement dated June 20th, 2022 (“AGREEMENT REGARDING ATHLETIC TRAINER”) pertaining to certified athletic training services provided by RVPT to LMHS during 3 consecutive school years 2022-2023, 2023-2024, and 2024-2025; and

WHEREAS, LMHS and RVPT now mutually agree to temporarily modify certain terms and conditions of that agreement, due to limited availability of certified athletic trainers to fulfill the current terms of the agreement during the 2023-2024 school year.

NOW, THEREFORE, the parties agree to the following:

1. Section **2. Compensation** shall be modified as follows:
 - a. During the 2023-2024 school year, LMHS shall pay RVPT a flat rate of \$3,750.00 quarterly for 1 FTE (1 FTE = 40 hours/week of athletic training services). Additional athletic training hours (above and beyond 1 FTE) will be invoiced based on actual athletic training hours at a prorated FTE rate of \$15,000 per FTE per school year.
 - b. RVPT shall invoice LMHS for such services on or about November 1, January 1, April 1, and June 1 during the 2023-2024 school year. Payment will be due within 30 days of receipt of each invoice.
 - c. RVPT will in good faith continue to search for a qualified certified athletic trainer in order to return the ATC staffing levels provided at LMHS to the originally agreed upon (2 FTE) level at the earliest possible time.
 - d. IF RVPT is able to provide 2 full FTE athletic training staffing for the 2024-2025 school year, then the compensation structure will revert back as specified in the original AGREEMENT. Alternatively, the compensation structure in this Amendment will continue through the 2024-2025 school year, to the end of the original contract term.
2. Except as amended herein, the AGREEMENT shall continue unmodified and in full force and effect.

LINN-MAR HIGH SCHOOL

ROCK VALLEY PHYSICAL THERAPY

ROCK VALLEY PHYSICAL THERAPY

By: _____

By: _____

By: _____

Title: Board President

Title: _____

Title: _____

Date: _____

Date: _____



Marzano Resources Purchase Agreement

Effective November 21, 2023 Marzano Resources, LLC (“Marzano Resources”), located at 555 N. Morton St., Bloomington, IN 47404, and Linn-Mar Community School District (“Customer”), located at 2999 N. Tenth Street, Marion, IA 52302 follows:

1. **Summary:** Customer will purchase the following Marzano Resources products and services:

Products and Services	Total
Marzano High Reliability Schools Services	\$8,000.00
Total	\$8,000.00

2. **Payment Terms:** Customer will provide Marzano Resources a total contract amount of \$8,000.00 (USD) which will be invoiced immediately upon executing this contract. Payment should be made out to Marzano Resources, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a monthly finance charge as allowed by law. Marzano Resources will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
HRS Certification	\$8,000.00	Upon execution of Agreement

3. Marzano High Reliability Schools Services

3.1 HRS Certification: Customer will purchase HRS Certification for the schools listed in Exhibit A for \$2,000 per school. Customer’s school teams will collect evidence and artifacts for a specific High Reliability Schools level and submit them to Marzano Resources via a Marzano Resources Moodle online learner management system (the “Marzano Resources Moodle”). A Marzano Resources Reviewer will review and provide written feedback on the submissions. Marzano Resources will certify schools after approving the school teams’ data and evidence. Customer has one year to complete the certification process starting on the date Marzano Resources provides customer with access to the Marzano Resources Moodle. A school may only be active in one HRS level at a time, and if a school is working toward certification in multiple levels, access to subsequent levels will be provided upon certification of the preceding level. Certification lasts 5 years from the date a school is certified and is extended by beginning the next level of certification. All HRS survey responses will be the property of Marzano Resources.

4. General Terms

4.1. Intellectual Property: Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any

materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring on-site, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Marzano Resources:

 Authorized Signee
 School Board Member
 Linn-Mar Community School District

 Date

 Kate Weber
 Director of Professional Development
 Marzano Resources, LLC

 Date

**Exhibit A
List of Schools**

District Name: Linn-Mar Community School District

School	Contact	Phone	Email	Level	Price
Bowman Woods Elementary	Tina March	(319) 447-3240	tina.march@linnmar.k12.ia.us	Level 2 Certification	\$2,000.00
Echo Hill Elementary	CJ McDonald	(319) 730-3562	cjmcdonald@linnmar.k12.ia.us	Level 2 Certification	\$2,000.00
Westfield Elementary	Scott Fillner	(319) 447-3350	sfillner@linnmar.k12.ia.us	Level 2 Certification	\$2,000.00
Linn Grove Elementary	Lori Manley	(319) 730-3500	lmanley@linnmar,k12.ia.us	Level 2 Certification	\$2,000.00



November 16, 2023

Billed to:

Trebron Security, LLC
P.O. Box 68
Strasburg, PA 17579
Attn: Pat Adams 734-260-4528
padams@trebron.com

Linn-Mar Community School District
2999 N. Tenth Street
Marion, IA 52302
Attn: Jeri Ramos 319-447-3066
jramos@linnmar.k12.ia.us

Quote Number	Quote Valid Until	Payment Terms
11162023-PA	11-28-2023	Net 30

1.55 Years

Qty (Users)	Included Components	Term (Months)	Total Price (\$USD)
7,600	Securly Filter Premium Subscription Start date: December 11, 2023 End date: June 30, 2025	18	\$52,136.00
Total (Excluding tax as applicable):			\$52,136.00

Notes:

- Licenses - granted pursuant to the terms of the Securly End User License Agreement (EULA)

Order Confirmation: Please sign and fax to **(206-527-4288)** or email to your Trebron Account Executive.

I understand that by signing this Purchase Order/Quote confirmation I agree to the following:

- I am authorized by the "billed to" party to purchase the item listed above.
- All information is accurate with regard to price, description, quantity and billing address.
- The "billed to" party agrees to pay the invoice in accordance with terms of Net 30.
- Late Charges will be billed after 30 days at 18% rate of interest including, but not limited to legal fees to collect.
- Product licenses provide rights to utilize the aforementioned software to a maximum of the quoted quantity.
- This quote shall in no way be construed as creating an obligation on the part of Sophos, but rather indicates a right and intent to enter into an agreement with the "billed to" party described above.
- **To take advantage of the Trebron Payment Plan a "Trebron Purchase Agreement" will also need to be signed.**

Tax Exempt? Yes No (if yes, please supply tax exempt number or documentation showing tax exempt status)

Authorized Signature: _____ Date: _____

Print name: Brittania Morey Title: Board President

Purchase Order #: _____

Ship to address same as Billed to? Yes No


AIA® Document G701® – 2017
Change Order

PROJECT: (Name and address) 22210000 Linn-Mar Administration Building 3556 Winslow Road Marion, IA 52302	CONTRACT INFORMATION: Contract For: New Linn-Mar Administration Building Date: June 5, 2023	CHANGE ORDER INFORMATION: Change Order Number: 003 Date: November 15, 2023
OWNER: (Name and address) Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302	ARCHITECT: (Name and address) OPN Architects 200 5th Ave. SE, Suite 201 Cedar Rapids, IA 52401	CONTRACTOR: (Name and address) Peak Construction Group 660 Liberty Way, Unit C North Liberty, IA 52317

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.)

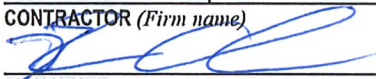
COR 005 Costs associated with RFI 4 - Excelsior Water Main Tap	\$912.65
COR 006 Costs associated with ITC 004 - Revision to water service	\$1,302.26
COR 007 Costs associated with ITC 007 - Fire Suppression Underground Line	\$3,915.79
Total	\$6,130.70

The original Contract Sum was	\$ 11,774,000.00
The net change by previously authorized Change Orders	\$ -4,125.51
The Contract Sum prior to this Change Order was	\$ 11,769,874.49
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,130.70
The new Contract Sum including this Change Order will be	\$ 11,776,005.19

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.

<u>OPN Architects</u> ARCHITECT (Firm name) Daniel J. Hammes <small>Digitally signed by Daniel J. Hammes DN: cn=Daniel J. Hammes, o=OPN Architects, ou=OPN Architects, email=dhammes@opn.com, c=US</small>	<u>Peak Constuction Group</u> CONTRACTOR (Firm name) 	<u>Linn-Mar Community School District</u> OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
<u>Dan Hammes, CA</u> PRINTED NAME AND TITLE	<u>Kris Chyko, President</u> PRINTED NAME AND TITLE	<u>Brittania Morey, Board President</u> PRINTED NAME AND TITLE
<u>11/15/23</u> DATE	DATE	DATE

Change Order Summary 11.15.23

New Linn-Mar Admin Building

COR Number	Title	RFI/ITC	AMOUNT	Description
5	Costs associated with RFI 4 - Excelsior Water Main Tap	RFI 4	\$ 912.65	Page C2.0 the existing water main was shown as an 8" main, site conditions showed that is it was a 6" main. This required the furnishing and install of a 6"x8" reducer at the tap location.
6	Costs associated with ITC 004 - Revision to water service	ITC 4	\$ 1,302.26	Civil revised 3" domestic water service to 4" PVC domestic water service. Added 22.5-degree bends to avoid column footings.
7	Costs associated with ITC 007 - Fire Suppression Underground Line.	ITC 7	\$ 3,915.79	This was scope for picking up the 6" water line 5' outside the building and bringing it into the mechanical room for the fire suppression system.

Total: \$ 6,130.70



023-014

Date: 10/3/2023

Project: Linn-Mar Administration Building

COR # 005

To: OPN Architects From: Peak Construction Group
Attn: Dan Hammes

Description:
Costs associated with RFI 4

Table with 2 columns: CONTRACTOR/VENDOR INFO, Amount. Rows include Peak Material, Peak Equipment, Peak Labor, and Schrader Tiling and Terrain.

Notes:

Summary table with 2 columns: Description, Amount. Rows include Subtotal, Peak OHP (10%), Subcontractors OHP (5%), Bond, and Total.

SCHRADER TILING & TERRAIN, LLC
 2976 73rd St
 Atkins, IA 52206
 +1 3194467424
 jschrader@schradertiling.com

Estimate



ADDRESS
 Peak Construction
 660 Liberty Way Unit C
 North Liberty, IA 52317

RFI #4 ↑

ESTIMATE #	DATE
23.40	09/14/2023

P.O. NUMBER
 CO Watermain by School

SALES REP
 Justin

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	01	8" x 6" reducer (EA)	1	180.00	180.00
	02	6" Holding Spool (LS)	1	190.00	190.00
	03	B & G Kit (LS)	1	100.00	100.00
	04	Labor (HR)	3	85.00	255.00
	05	305 Excavator (HR)	1	130.00	130.00

TOTAL **\$855.00**

Accepted By

Accepted Date

RFI

Project: 023-014 **Date:** 7/20/2023
Linn – Mar – Administration Building

To: Dan Hammes **From:** Peak Construction Group Inc.
OPN Architects

RFI #: 003 **Subcontractor:**

Spec Section(s): **Drawing(s):**
Civil 2.0

Cost Impact: TBD **Schedule Impact:** TBD

Question:

1. On page C2.0 the existing water main is shown as an 8" main, site conditions show that is it a 6" main. Please advise to install reducer at the tap location.

Response: Please furnish and install 6"x8" reducer at the tap location. Provide cost for this change for owner review.

By: Brent Jackman,
Hall and Hall Engineers **Date:** 7-24-23



023-014

Project: Linn-Mar Administration Building

Date: 10/3/2023

COR # 006

To: OPN Architects
Attn: Dan Hammes

From: Peak Construction Group

Description:
Costs associated with ITC 004

CONTRACTOR/VENDOR INFO	Amount
Peak Material	\$0.00
Peak Equipment	\$0.00
Peak Labor	\$0.00
Schrader Tiling and Terrain, LLC	\$1,220.00

Notes:

Subtotal	\$1,220.00
Peak OHP (10%)	\$0.00
Subcontractors OHP (5%)	\$61.00
Bond	\$21.26
Total	\$1,302.26

SCHRADER TILING & TERRAIN, LLC
 2976 73rd St
 Atkins, IA 52206
 +1 3194467424
 jschrader@schradertiling.com

Estimate



ADDRESS
Peak Construction 660 Liberty Way Unit C North Liberty, IA 52317

ESTIMATE #	DATE
23.39	09/14/2023

P.O. NUMBER
ITC No. 004

SALES REP
Justin

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	01	3" to 4" (LS)	1	105.00	105.00
	02	22 degree 6" (LS)	1	150.00	150.00
	03	Mega Lug 6" (EA)	2	50.00	100.00
	04	22 degree 4" (LS)	1	130.00	130.00
	05	Mega Lug 4" (EA)	2	40.00	80.00
	06	Thrust Block (LS)	1	400.00	400.00
	07	Labor (HR)-	3	85.00	255.00

TOTAL

\$1,220.00

Accepted By

Accepted Date



INSTRUCTION TO CONTRACTOR – ITC NO. 004

Date: September 6, 2023
Project: Linn-Mar Administration Building
Project Number: 22210000
Client: Linn-Mar Community School District
General Contractor: Peak Construction Group

*If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.*

The following Instruction to Contractor is issued to:

- Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

INITIATED BY: OPN, Hall & Hall Engineering

DESCRIPTION: Wall Tags and Revision to water service

ACTION REQUIRED: See reissued sheets.

GENERAL INFORMATION: N/A

DRAWINGS

ARCHITECTURAL DRAWINGS

1. Sheet A111 – FLOOR PLAN
 - a. **REPLACE** the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded.

CIVIL DRAWINGS

1. REISSUE SHEET C2.0 – SITE UTILITY PLAN
 - a. **REVISE** 3" domestic water service to 4" PVC domestic water service.
 - b. **ADD** 22.5-degree bends to avoid column footings.

SPECIFICATIONS

Associated RFIs:

Attachments:

- Architectural Sheets: A111
- Civil Sheets: C2.0

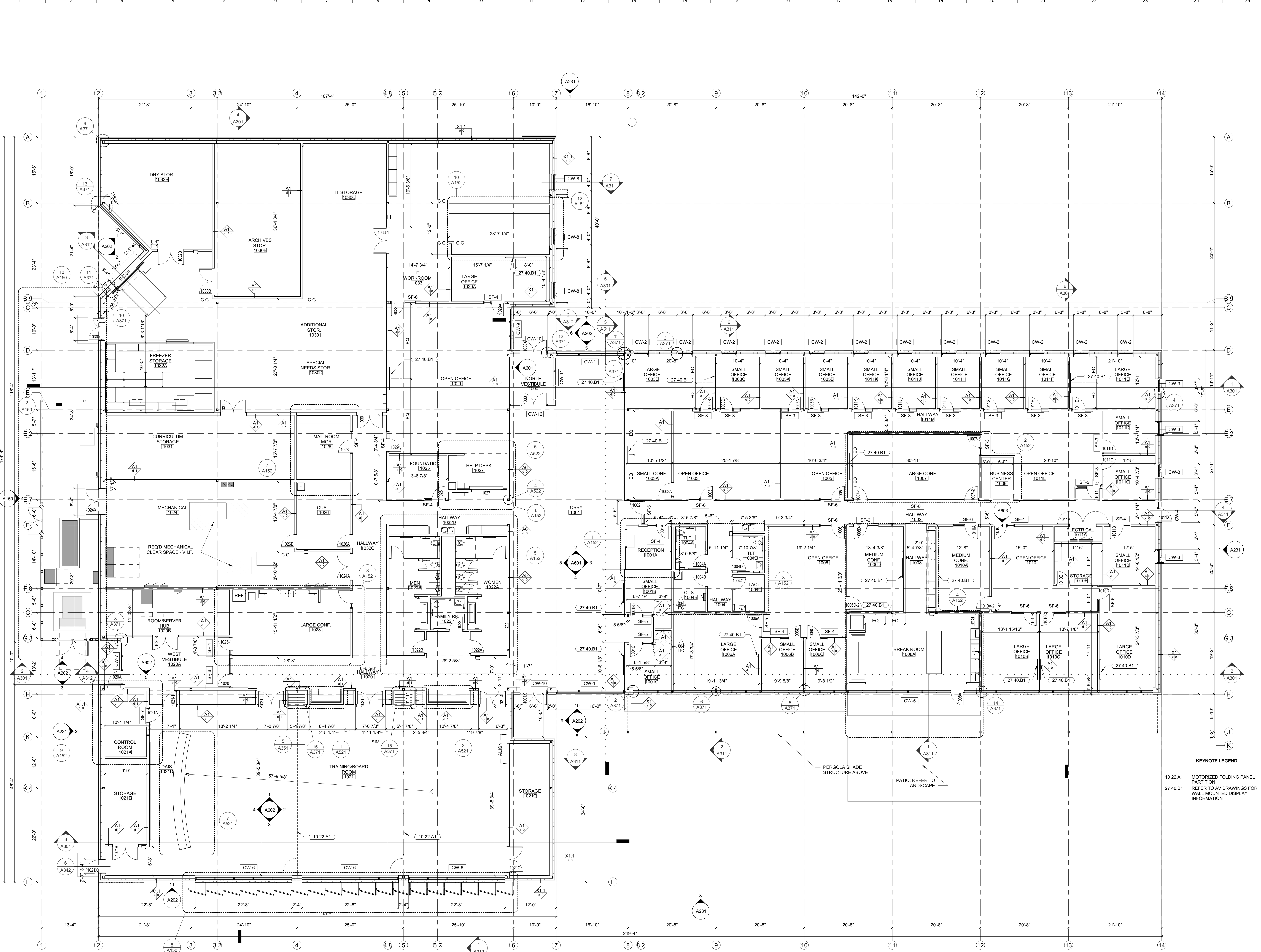
Issued By: Dan Hammes

END OF ITC NO. 004

Key Plan

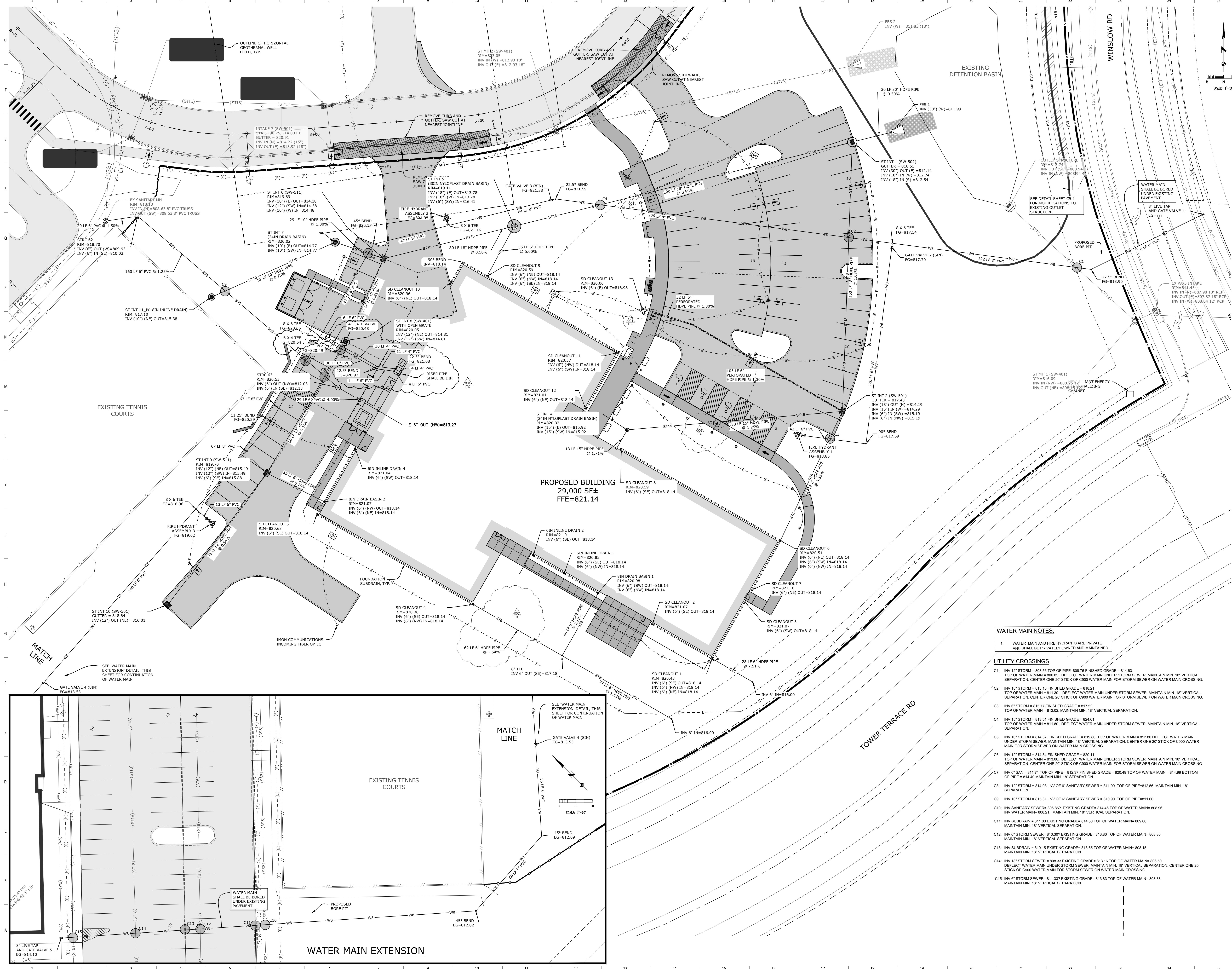
Revision	Description	Date
ADD 1	ADDRESS/NAME 1	04/03/2023
ITC 001	ITC 001	05/19/2023
ITC 003	ITC 003	06/06/2023
ITC 004	ITC 004	06/06/2023

KEYNOTE LEGEND
 10 22 A1 MOTORIZED FOLDING PANEL PARTITION
 27 40 B1 REFER TO AV DRAWINGS FOR WALL MOUNTED DISPLAY INFORMATION



1 FLOOR PLAN
 1/8" = 1'-0"

PRINTED: 9/6/2023 12:27:47 PM

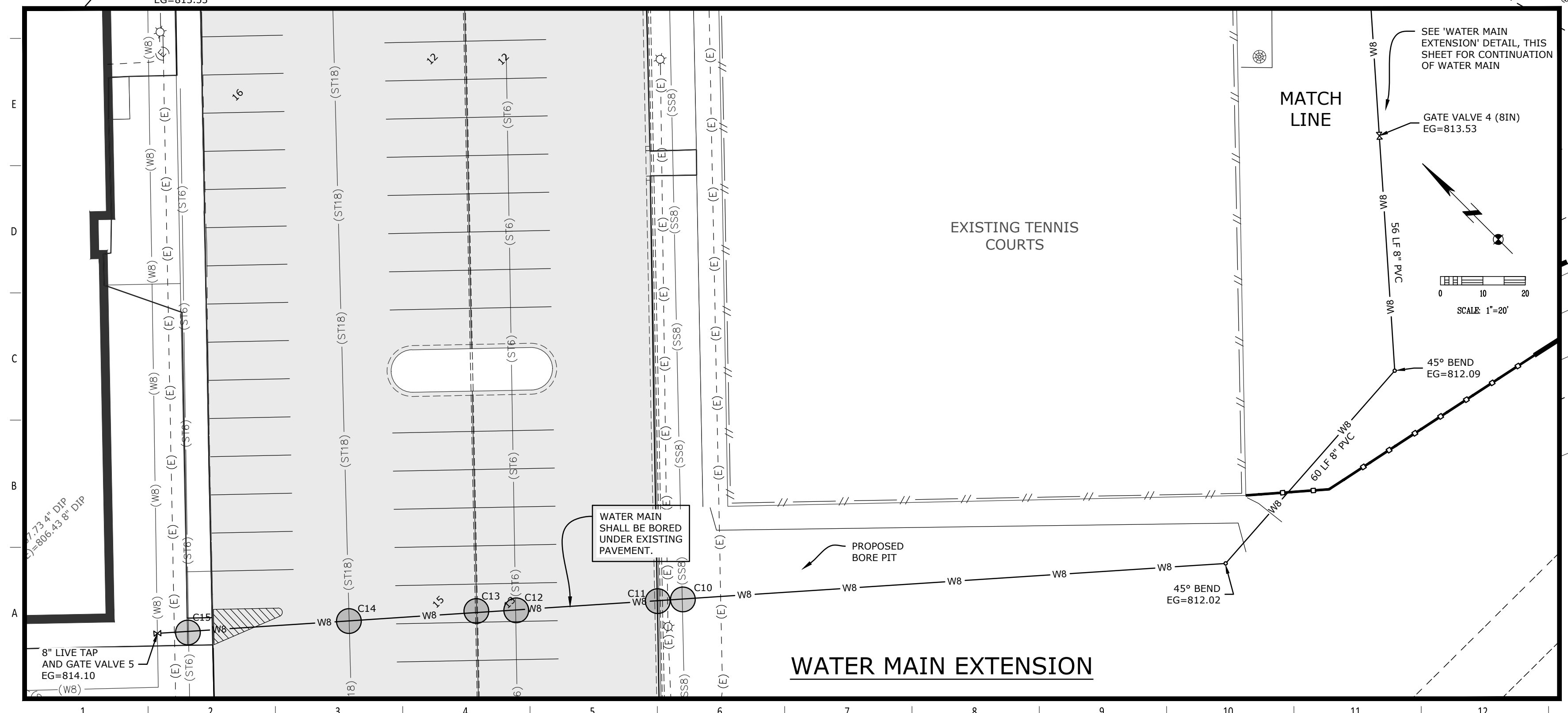


WATER MAIN NOTES:

- 1. WATER MAIN AND FIRE HYDRANTS ARE PRIVATE AND SHALL BE PRIVATELY OWNED AND MAINTAINED.

UTILITY CROSSINGS

- C1: INV 12" STORM = 808.58 TOP OF PIPE=809.76 FINISHED GRADE = 814.83 TOP OF WATER MAIN = 806.85. DEFLECT WATER MAIN UNDER STORM SEWER. MAINTAIN MIN. 18" VERTICAL SEPARATION. CENTER ONE 20" STICK OF C900 WATER MAIN FOR STORM SEWER ON WATER MAIN CROSSING.
- C2: INV 18" STORM = 813.13 FINISHED GRADE = 818.21 TOP OF WATER MAIN = 811.30. DEFLECT WATER MAIN UNDER STORM SEWER. MAINTAIN MIN. 18" VERTICAL SEPARATION. CENTER ONE 20" STICK OF C900 WATER MAIN FOR STORM SEWER ON WATER MAIN CROSSING.
- C3: INV 8" STORM = 815.77 FINISHED GRADE = 817.52 TOP OF WATER MAIN = 812.02. MAINTAIN MIN. 18" VERTICAL SEPARATION.
- C4: INV 15" STORM = 813.51 FINISHED GRADE = 824.61 TOP OF WATER MAIN = 811.80. DEFLECT WATER MAIN UNDER STORM SEWER. MAINTAIN MIN. 18" VERTICAL SEPARATION.
- C5: INV 10" STORM = 814.57 FINISHED GRADE = 819.86. TOP OF WATER MAIN = 812.80 DEFLECT WATER MAIN UNDER STORM SEWER. MAINTAIN MIN. 18" VERTICAL SEPARATION. CENTER ONE 20" STICK OF C900 WATER MAIN FOR STORM SEWER ON WATER MAIN CROSSING.
- C6: INV 12" STORM = 814.84 FINISHED GRADE = 820.11 TOP OF WATER MAIN = 813.00. DEFLECT WATER MAIN UNDER STORM SEWER. MAINTAIN MIN. 18" VERTICAL SEPARATION. CENTER ONE 20" STICK OF C900 WATER MAIN FOR STORM SEWER ON WATER MAIN CROSSING.
- C7: INV 8" SAN = 811.71 TOP OF PIPE = 812.37 FINISHED GRADE = 820.49 TOP OF WATER MAIN = 814.90 BOTTOM OF PIPE = 814.40 MAINTAIN MIN. 18" SEPARATION.
- C8: INV 12" STORM = 814.98. INV OF 6" SANITARY SEWER = 811.90. TOP OF PIPE=812.56. MAINTAIN MIN. 18" SEPARATION.
- C9: INV 10" STORM = 815.31. INV OF 6" SANITARY SEWER = 810.90. TOP OF PIPE=811.60.
- C10: INV SANITARY SEWER= 806.86? EXISTING GRADE=814.48 TOP OF WATER MAIN= 808.96 INV WATER MAIN= 808.21. MAINTAIN MIN. 18" VERTICAL SEPARATION.
- C11: INV SUBDRAIN = 811.00 EXISTING GRADE = 814.50 TOP OF WATER MAIN= 809.00 MAINTAIN MIN. 18" VERTICAL SEPARATION.
- C12: INV 8" STORM SEWER= 810.30? EXISTING GRADE= 813.80 TOP OF WATER MAIN= 808.30 MAINTAIN MIN. 18" VERTICAL SEPARATION.
- C13: INV SUBDRAIN = 810.15 EXISTING GRADE= 813.65 TOP OF WATER MAIN= 808.15 MAINTAIN MIN. 18" VERTICAL SEPARATION.
- C14: INV 18" STORM SEWER = 808.33 EXISTING GRADE= 813.16 TOP OF WATER MAIN= 806.50 DEFLECT WATER MAIN UNDER STORM SEWER. MAINTAIN MIN. 18" VERTICAL SEPARATION. CENTER ONE 20" STICK OF C900 WATER MAIN FOR STORM SEWER ON WATER MAIN CROSSING.
- C15: INV 8" STORM SEWER= 811.33? EXISTING GRADE= 813.83 TOP OF WATER MAIN= 808.33 MAINTAIN MIN. 18" VERTICAL SEPARATION.



CD File: I:\projects\116801\16825 Linn Mar Admin Building\DWG\DWG\16825-801.dwg Date Plotted: Wednesday, September 6, 2023 12:19:57 PM Plotted By: Brent W. Jackson



023-014

Date: 10/3/2023

Project: Linn-Mar Administration Building

COR # 007

To: OPN Architects
Attn: Dan Hammes

From: Peak Construction Group

Description:
Costs associated with ITC 007

<u>CONTRACTOR/VENDOR INFO</u>	<u>Amount</u>
Peak Material	\$0.00
Peak Equipment	\$0.00
Peak Labor	\$0.00
Brecke Mechanical Contractors	\$3,668.43

Notes:

Subtotal	\$3,668.43
Peak OHP (10%)	\$0.00
Subcontractors OHP (5%)	\$183.42
Bond	\$63.94
Total	\$3,915.79



1-800-728-7055

CHANGE ORDER REQUEST

Site Name & Address: Linn Mar Admin Building 3556 Winslow Road Marion, IA 52302

Customer Contract No: 023-14

Change Order Request Number 2

Description: Changes per ITC #7

Job Number 231452

Materials

Markup
Misc. Material

\$	2,730.41
\$	273.04
\$	-

Foreman Reg
Journeyman Reg
70% Apprentice Reg
Mech Helper Reg
Operator Reg
Project Management
CAD Reg

Hours	Rate		
0	\$ 88.31	\$	-
4	\$ 85.02	\$	340.08
4	\$ 59.54	\$	238.16
0	\$ 25.35	\$	-
0	\$ 69.17	\$	-
0	\$ 110.00	\$	-
0	\$ 52.00	\$	-

Labor

Markup

\$	578.24
\$	86.74

Small Tools and Consumables (of Labor)

3.5% \$ -

Subcontract

Subcontract Markup:

\$	-
\$	-

Rental Equipment

Markup:

\$	-
\$	-

Safety

2% \$ -

Warranty

1.5% \$ -

TOTAL PRICE OF CHANGE PROPOSAL

\$ 3,668.43

Bond

0% \$ -

TOTAL PRICE OF CHANGE PROPOSAL WITH BOND (if applicable)

\$ 3,668.43

Submitted By: Maddie Brecke/ Josh Caves

Date: 9/26/2023

Approved By: _____

Date: _____

INVOICE



SCHIMBERG CO.

Remit To: 1106 Shaver Road NE
Cedar Rapids, IA 52402
Phone: 319-365-9421
Toll Free: 800-728-9421

Order Date	Invoice Date	Invoice #
09/08/2023	09/19/2023	8318680-00
Outside Rep	PO #	
NICK FURMAN	161663	
Placed By	Taken By	
JOE	NICK FURMAN	

Bill To 12	B G BRECKE CO 4140 F AVE NW CEDAR RAPIDS, IA 52405 US
---------------	---

Ship To 231452	LINN MAR ADMIN BLDG C/O BRECKE 3556 WINSLOW RD MIKE 319-310-2642 MARION, IA 52302 US
-------------------	--

Notes

PHONE: (319) 396-7055
EMAIL: ap@brecke.com

Terms	Ship Point	Ship Via	Shipped Date	Tax Jurisdiction
2%10THPR N30	SCHIMBERG CEDAR RAPIDS	S CO TRUCK	09/11/2023	US,IA,LINN L

Line #	Product And Description	Quantity Ordered	Quantity Shipped	Quantity B/O	PQty UM	Unit Price	Extended Price
1	52590300600 FXPE SPOOL PC 6X10'	2.0	2.0	0.0	EA	987.50	1,975.00
2	52590280400 FXPE RED PRIME SPOOL PC 4X8'	2.0	2.0	0.0	EA	766.25	1,532.50
3	53760700400 MJ 1/4 BEND 90 4	2.0	2.0	0.0	EA	91.08	182.16
4	53760700600 MJ 1/4 BEND 90 6	2.0	2.0	0.0	EA	149.04	298.08
5	53874000400 REG MJ MEGA LUG 4	3.0	3.0	0.0	EA	28.40	85.20
6	53874000600 REG MJ MEGA LUG 6	3.0	3.0	0.0	EA	33.39	100.17
7	53816000400 MJ CORBLU B&G PAK W/O GLAND 4	3.0	3.0	0.0	EA	39.00	117.00
8	53816000600 MJ CORBLU B&G PAK W/O GLAND 6	3.0	3.0	0.0	EA	66.00	198.00
9	19201010075 ALL THD ROD PLATED 3/4X12'0	48.0	48.0	0.0	FT	2.96	142.08
10	54578950000 MJ DUC-LUG 3/4	4.0	4.0	0.0	EA	3.80	15.20
11	19510550075 GR 5 NUT 3/4	20.0	20.0	0.0	EA	0.61	12.20
12	19510560075 WASHER 3/4	20.0	20.0	0.0	EA	0.50	10.00
13	53761700600 MJ CAP 6	1.0	1.0	0.0	EA	60.72	60.72
14	53761700400 MJ CAP 4	1.0	1.0	0.0	EA	34.50	34.50

Cash Discount 95.26 If Paid By 10/10/2023

Product Warranty: Published warranty of manufacturer only, no other warranty or liability assumed by this supplier.
ALL ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1 1/2% PER MONTH, OR 18% PER ANNUM, WHEN 30 DAYS OR MORE PAST DUE. MINIMUM FINANCE CHARGE OF \$.50 PER MONTH.

YOU MUST OBTAIN PERMISSION BEFORE RETURNING MERCHANDISE
RETURNED MERCHANDISE IS SUBJECT TO A HANDLING CHARGE

Customer Copy

INVOICE



SCHIMBERG CO.

Remit To: 1106 Shaver Road NE
 Cedar Rapids, IA 52402
 Phone: 319-365-9421
 Toll Free: 800-728-9421

Order Date	Invoice Date	Invoice #
09/08/2023	09/19/2023	8318680-00
Outside Rep	PO #	
NICK FURMAN	161663	
Placed By	Taken By	
JOE	NICK FURMAN	

Bill To 12	B G BRECKE CO 4140 F AVE NW CEDAR RAPIDS, IA 52405 US
---------------	---

Ship To 231452	LINN MAR ADMIN BLDG C/O BRECKE 3556 WINSLOW RD MIKE 319-310-2642 MARION, IA 52302 US
-------------------	--

Notes

PHONE: (319) 396-7055
EMAIL: ap@brecke.com

Terms	Ship Point	Ship Via	Shipped Date	Tax Jurisdiction
2%10THPR N30	SCHIMBERG CEDAR RAPIDS	S CO TRUCK	09/11/2023	US,IA,LINN L

Line #	Product And Description	Quantity Ordered	Quantity Shipped	Quantity B/O	PQty UM	Unit Price	Extended Price
15							

15 Lines Total TOTAL 4,762.81
INVOICE TOTAL 4,762.81

SALES PERSON CONTACT INFORMATION
NICK FURMAN
 nfurman@schimberg.com

Cash Discount 95.26 If Paid By 10/10/2023

Product Warranty: Published warranty of manufacturer only, no other warranty or liability assumed by this supplier.
ALL ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1 1/2% PER MONTH, OR 18% PER ANNUM, WHEN 30 DAYS OR MORE PAST DUE. MINIMUM FINANCE CHARGE OF \$.50 PER MONTH.

YOU MUST OBTAIN PERMISSION BEFORE RETURNING MERCHANDISE
 RETURNED MERCHANDISE IS SUBJECT TO A HANDLING CHARGE

Customer Copy

INSTRUCTION TO CONTRACTOR – ITC NO. 007

Date: September 17, 2023
Project: Linn-Mar Administration Building
Project Number: 22210000
Client: Linn-Mar Community School District
General Contractor: Peak Construction Group

*If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.*

The following Instruction to Contractor is issued to:

- Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

Initiated By: DE

Description: Fire Suppression Entrance

Action Required:

1. FX-111: FIRE SUPPRESSION PLAN
 - a. REVISE sprinkler entrance size to be 6" in lieu of 8" to match sprinkler shop drawings and match with plumbing line into building.
2. P-011: UNDERSLAB PLUMBING PLAN
 - a. REISSUED SHEET - Refer to attached sheet and underslab water entrance. ADD 6" pipe for connection from Civil into building for connection to Fire Suppression system.

Associated RFIs:

None

Attachments:

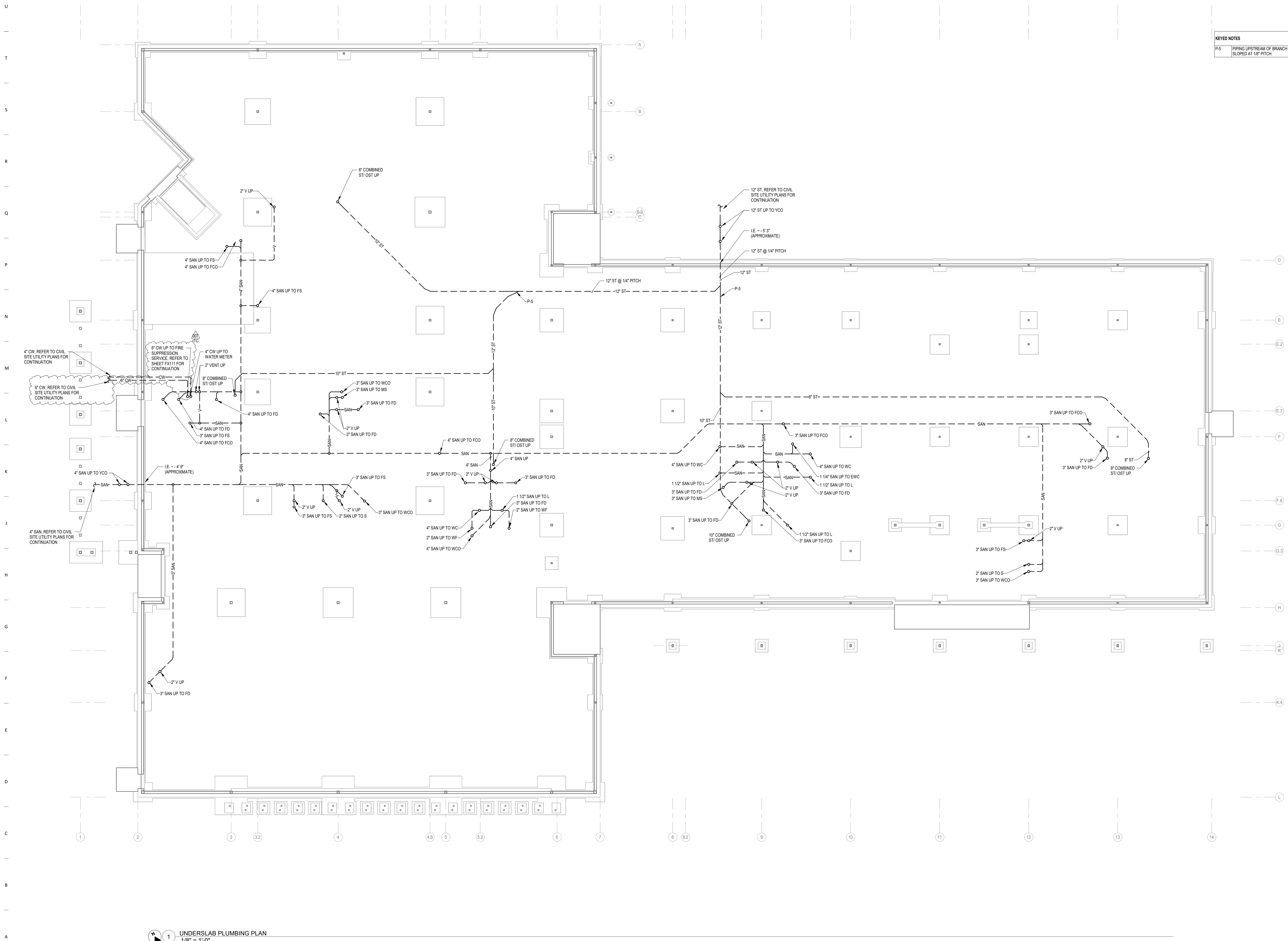
P-011

Issued By: RPC - DE

KEYED NOTES

P-5	PIPING UPSTREAM OF BRANCH TO BE SLOPED AT 1/8" PITCH
-----	--

PRINTED: 9/13/2023 2:31:54 PM



1 UNDERSLAB PLUMBING PLAN
1/8" = 1'-0"

Revision	Description	Date
ITC 007	ITC 007	09/14/2023



Excursions and Trips Request Form

Exhibit 805.1

Code 603.3-R2

Date Request Received by CFO/COO: 11.13.23 (SO)

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

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

The request will include:

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

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

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

Group: Chamber Singers Submitted by: T. Buglewicz
(Examples: Robotics, FBLA, etc.) (Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and ". . . is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	✓
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	✓
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip. Critique	✓
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience. Performance	✓
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3.	✓
Common Experience	<i>Recommended</i>	This excursion/trip is a common experience that all students at this grade level or activity group should have.	
Multi-disciplinary	<i>Recommended</i>	This excursion/trip addresses more than one curricular area and offers the opportunity for curricular integration.	
Building Principal Approval		<u>Kevin Buecht</u>	Date 11/13/23
Chief Financial/Operating Officer Approval		<u>[Signature]</u>	Date 11/13/23
Board of Directors Approval			Date

Linn-Mar Chamber Singers Overnight Trip Request

ACDA Midwest Conference Featured Performance

February 8-9th 2024, Omaha, NE

1. Purpose

- a. Linn-Mar High School's top choir, Chamber Singers, was selected to perform for the MWACDA Conference in Omaha, NE after submitting three years of recordings for consideration. This is a tremendous honor for our students and program as only 10-20 of the top choirs in the United States are chosen for this opportunity each year. The students will perform a 25 minute set of music at the Holland Performing Arts Center in Omaha for a packed house of choral directors across the region. This honor is not only exciting, but the learning opportunity within the preparation is unparalleled in our art form.

2. Student Supervision

- a. 41 students will be traveling with 5 adults on the trip. Students will ride a bus with those adults and be chaperoned throughout the trip by those 5. The 5 adults are our three high school choral directors, one of our high school band directors, and one student teacher.
- b. Students will have incredibly specific expectations of behavior that represents our school. They will be given a lights out time at the hotel and will be individually checked by an adult the night they stay. They are not to leave the room until the morning.

3. Cost

- a. This trip will be at no cost to students other than food. Our department as well as the booster club will cover the hotel cost and charter bus rate. We will also pay for one meal for students.

4. Itinerary

- a. Students will depart LMHS in the late morning on February 8th. We will arrive in Omaha around dinner time and have a meal. We will then rehearse in our hotel and sleep. On the 9th, students will wake up and have our official warm up in the performance hall. Students will perform at 1:30pm, then travel home following the performance.

Trent Buglewicz
Choir Teacher
Linn-Mar High School



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

The following information was provided to the Linn-Mar Community School District administration by the district's current legal counsel and the Urban Education Network.

	Expenses
Pickens, Barnes & Abernathy	
FY21	\$0.00
FY22	\$1,900.00
FY23	\$0.00
FY24	\$0.00
TOTAL	\$1,900.00
Lynch Dallas	
FY21	\$70.00
FY22	\$70.00
FY23	\$1,359.12
FY24	\$0.00
TOTAL	\$1,499.12
Ahlers Cooney	
FY21	\$34,121.00
FY22	\$64,338.71
FY23	\$69,853.59
FY24	\$13,474.39
TOTAL	\$181,787.69
Simmons Perrine Moyer Bergman	
FY21	\$1,181.25
FY22	\$0.00
FY23	\$0.00
FY24	\$1,207.50
TOTAL	\$2,388.75

*FY24 through 11/10/2023

2023-2024 District Legal Counsel - Urban Education Network - District Information

District	Response
Davenport	We use Ahlers for larger things like bargaining and bonding. We have a local firm, Lane & Waterman for our normal stuff. Lane & Waterman are designated as legal counsel at our reorganizational meeting.
Council Bluffs	Ahlers
Cedar Rapids	Ahlers
Ottumwa	We use Ahlers for larger projects and a local for small real estate transactions and other minor items
College Community	Ahlers
Ankeny	Ankeny uses Dickinson as our designated legal counsel, and Ahlers as our bond counsel and for special education matters. We also have a staff person who is an attorney who does a lot with contract review and coordinates litigation with assigned counsel for insurance matters.
Des Moines	Ahlers
Ames	Ahlers
Marshalltown	Ahlers
Dubuque	We use a local firm for small matters and Ahlers for larger matters.
West Des Moines	Ahlers
Burlington	We use Ahlers for larger projects and a local for small real estate transactions and other minor items
Cedar Falls	Cedar Falls uses a local firm for smaller issues and Ahlers for larger
Muscatine	Ahlers

School District Clients



Legend
Yellow - K-12 Clients





Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Miriam D. Van Heukelem

515.246.0342

mvanheukelem@ahlerslaw.com

October 9, 2023

Superintendent Amy Kortemeyer and
Members of the Linn-Mar CSD Board of
Education

amy.kortemeyer@linnmar.k12.ia.us

Dear Superintendent Kortemeyer and Members of the Board of Education:

You have requested information on our Firm's services as general counsel for the Linn-Mar Community School District. We appreciate our Firm's long relationship with the District, which we have represented in a variety of legal matters since 1991. We are very pleased to have the opportunity to share information about our services. As a Firm, we believe we have the most experienced and talented group of attorneys in Iowa, with strong school and governmental experience available to serve your District's legal needs.

I am submitting this information as general counsel for Linn-Mar CSD, and as a member of our firm's Education Law Practice Group. The attorneys in our group serve our clients using a team of attorneys to provide ample back-up and a wide range of skills. We believe our team-based approach provides not only the most efficient service to our clients, but also allows us to ensure our clients benefit from the diversity of our attorneys' experiences, backgrounds, and perspectives in any situation. We also have attorneys with varying hourly rates so we can assign staff and provide our services in the most economical way possible for our clients given each individual issue.

We count our Firm fortunate to have worked with your District on numerous matters over the years. We encourage you to reach out if you have any questions or would like additional information.

LEGAL EXPERIENCE

Ahlers & Cooney, P.C. is the leading law firm for providing complete, comprehensive legal services to public school districts and other governmental bodies in the State of Iowa. The Firm is readily available to provide legal services as requested by the District.

- No other firm in the state has dedicated its practice to focusing on the needs of Iowa public school districts to the extent this Firm has.
- The Firm's Education Law Department includes nine attorneys who have focused their practice on serving Iowa public school districts and a number of other attorneys who have focused their practice on finance law, labor law, and litigation for public entities, including Iowa school districts.

- We provide comprehensive service including not only general counsel and representation, but also trial work, labor negotiations, finance, student rights, and a full range of employment law and litigation work, including workers' compensation.
- Our Firm does not accept engagements which will produce conflicts with our public sector clients.

Overview of General Counsel

The general counsel to a public school district must have a comprehensive understanding of many areas of the law.

- This Firm counsels and advises its school district clients on all of their needs and issues by diversification of these specialties among a number of the attorneys in the Firm.
- Our attorneys have unmatched experience in employment law and labor relations, constitutional law, student rights and responsibilities, construction agreements and procurement contracts, employee benefits and tax, governance issues, and public finance.
- By diversifying its subspecialties, this Firm is able to provide complete and comprehensive service to the District without losing sight of how each separate matter may affect the District as a whole.

Open Meeting Laws, Board Policies and Iowa Code

Board governance includes a number of issues which attorneys in the Firm address on a regular basis.

- These issues include counseling and advising on matters unique to public school districts including those based on federal and state constitutions and those based on federal and state statutes.
- Because the District is a public institution, its activities are also subject to the Iowa public records laws and the open meetings laws, as well as other laws applicable to public bodies.
- As attorneys who have focused on representing public entities, we are also proficient in these areas of the law which entail employment and student-related issues.
- In addition, we are adept at reviewing and drafting board policies and procedures and advising board members and school administrators regarding open meetings and open records compliance.
- We also handle matters involving school finance and tax issues, environmental problems, and gift laws and election laws.

Labor and Employment Matters

Attorneys in this Firm have a reputation across the State as experts and leaders in public sector labor relations.

- The Firm represents only employers, including school districts, in negotiations of collective bargaining agreements.

- We are experienced in matters involving the Iowa Public Employment Relations Act, and the Iowa Public Employment Retirement System.
- As a Firm we provide 24-hour on-call availability for any labor management issue.
- We represent districts in grievances filed under the collective bargaining agreements with the district's organized employees.
- We have represented numerous districts in teacher termination and discipline cases, as well as disciplinary cases before the Iowa Board of Educational Examiners.
- Our attorneys advise districts regarding discipline and discharge of employees and compliance with constitutional and statutory rights, collective bargaining laws and other contract rights

Personnel, Fiscal and Other Policies

Our attorneys are well-versed in working closely with human resources department administrators on a number of matters, including:

- Investigating and responding to allegations of employee misconduct.
- Claims of discrimination under district policies, as well as claims arising under federal, state and local anti-discrimination laws.
- The Firm represents districts in all matters involving claims of discrimination filed with the EEOC and the Iowa Civil Rights Commission.
- We assist and advise internal auditors in investigations of alleged misconduct by employees.
- We advise and represent districts in claims for unemployment compensation.

Subpoenas, Court Orders, and Requests for Information Matters

Our employment attorneys are experienced at reviewing and responding to third-party requests, routine in today's employment settings, including subpoenas, court orders, and requests for public records. We are also adept at advising school districts regarding obligations governing any response to such requests and analyzing potential legal ramifications.

Contracts and Leases

The Firm has attorneys who specialize in contract review including procurement contracts, construction contracts, transportation contracts, grant applications/contracts for programs, curriculum materials purchase agreements, and RFP's prior to issuance. Attorneys in the Firm are skilled at drafting legal opinions on a variety of issues, including real estate sales, use of levy funds, restrictive covenants, and employment and student information. These attorneys also review and negotiate:

- AIA construction documents,
- Purchase agreements,
- Lease agreements,
- Computer hardware and software purchase agreements,

- System administration contracts,
- Student practicum agreements,
- 28E agreements with other public and private entities,
- Shared-use agreements,
- All other contracts entered into by the District.

Lawsuits, Administrative Claims, and Other Legal Claims

The Firm serves as trial counsel for a number of school districts and other public bodies involved in litigation throughout Iowa.

- We are well-equipped and experienced in dealing with claims including student harassment, employee discrimination and harassment, personal injury, special education claims, contractual disputes, construction disputes and other specialized claims.
- Our attorneys have extensive trial practice primarily in civil cases ranging from simple negligence to complex antitrust cases.
- The Firm includes many former law clerks to justices and judges, and two former administrative law judges.

OTHER LEGAL SERVICES

Finance

- The Firm has been actively engaged in approving municipal bond issues in the State of Iowa for more than seventy-five years, and consistently ranks nationally in the number of bond issues approved on an annual basis.
- Members of the Firm have been involved directly or indirectly with nearly every major legislative proposal considered by the Iowa General Assembly relating to tax-exempt bonds, municipal finance matters and public sector finance issues.
- The Firm regularly serves as bond counsel to many of Iowa's public school districts, community colleges, counties, and the Iowa State Board of Regents.

Crisis Response Capability

- Crisis situations in a school building require immediate assistance. Our firm has assisted in crises including, but not limited to, assaultive and threatening conduct in a school building, public health emergencies, environmental hazards such as sick building syndrome, and response to natural disaster.
- Our attorneys are available to school officials whenever necessary to respond to any critical situation that arises.
- Our attorneys can advise the District's personnel to ensure the District can respond as quickly as possible when coordinating a response to a crisis.

Presentations

We believe that preventative measures are just as important, if not more important, than our work in response to an existing claim or crisis. To that end, we have initiated many conferences and workshops on legal issues confronting our school district clients on matters including:

- Education for new board members regarding school district policies and procedures.
- Legal aspects of school administration.
- The contours of student discipline and student rights.
- Critical legal issues and changes in the overall field of public education.

Accommodations

Our office is located at 100 Court Avenue in downtown Des Moines.

- We have a number of conference rooms available for our clients, including with capacity for more than 30 people.
- Ample parking is available on the street and in the parking ramps near the building.
- Our offices are located within walking distance of the Polk County Courthouse and the United States District Court for the Southern District of Iowa.
- We are across the street from the Polk County office building and across the river from the Des Moines City Hall.
- The State Capitol Complex is only minutes away.

REPRESENTATIVE CLIENTS

Our Firm represents over 250 school districts throughout the state of Iowa, ranging from school district with 200 students to many of the largest school districts across the state, including, but not limited to:

Des Moines
Cedar Rapids
Sioux City
Iowa City
Waukee
West Des Moines
Council Bluffs
Linn-Mar
Johnston
Southeast Polk
College Community

Working with this range of school districts ensures that our Firm retains superior knowledge and expertise on issues that confront all school districts across the state, as well as insight into the particular discrete issues that face school districts to varying degrees based on their location, size, and communities. This breadth of experience is unique to our Firm and the client relationships that enable us to stay abreast of these issues is our most valued asset.

Honors and Accolades

Our Firm is honored to be recognized as a leader in the field of education law. Recent accolades and recognitions include:

Public Finance

Number 1 Bond Counsel in Iowa for 15 of the last 16 years (for competitive issues, as reported in the Bond Buyer).

Best Lawyers in America®

For 2024, the Firm was recognized in 10 practice areas, and 25 attorneys were recognized in respective areas.

- Commercial Litigation, Construction Law, Education Law, Employment Law/Management, Litigation-Labor & Employment, Litigation-Municipal Law, Municipal Law, Personal Injury Litigation-Defendants, Public Finance Law, Workers' Compensation Law-Employers

Chambers USA / Iowa

The Firm has been recognized in the following two practice areas:

Labor and Employment Law - since 2005

General Commercial Litigation - since 2009

Great Plains Super Lawyers / Iowa

For 2023, 7 Firm attorneys were recognized in respective areas.

Our attorneys are asked to speak frequently throughout the state at various trade association conferences and meetings on a wide variety of topics, including IASB, IASBO, SAI, Iowa PELRA, SHRM, and more.

Community & Civic Involvement

Professionally, our firm's attorneys believe it is very important to be involved and provide leadership in a diversity of organizations related to the legal profession and its different practice areas, as well as the community at large. Attorneys serve in numerous positions in local, state and national associations. Many have served as instructors for continuing legal education and other professional education programs and as adjunct professors at the university level. Firm members have published articles and other legal reference material in both state and national publications.

Again, it is our pleasure to serve the Linn-Mar Community School District as general counsel. If you have any questions, don't hesitate to contact me.

Very truly yours,

Ahlers & Cooney, P.C.

A handwritten signature in blue ink, appearing to read "Miriam D. Van Heukelem". The signature is fluid and cursive, with the first name "Miriam" and last name "Van Heukelem" clearly distinguishable.

Miriam D. Van Heukelem

MDV:ro

TERRY J. ABERNATHY
MATTHEW G. NOVAK
STEPHANIE L. HINZ
BRADLEY J. KASPAR

JAMES F. PICKENS (1929-2004)
MINOR BARNES (1930-2023)

PB&A

PICKENS, BARNES & ABERNATHY

ATTORNEYS AT LAW
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October 24, 2023

Amy Kortemeyer
Superintendent of Schools
Linn-Mar Community School District
2999 N. Tenth Street
Marion, Iowa 52302
amy.kortemeyer@linnmar.k12.ia.us

Re: PB&A representation of Linn-Mar Community School District

Dear Amy:

We congratulate you on being selected as the new Superintendent. You requested we provide you information regarding our firm's past representation of Linn-Mar and other school districts, as well as our accolades. We hope this letter provides you with the information you are seeking.

Our firm has represented Linn-Mar for at least 35 years. A majority of these matters have involved student expulsions, personnel matters, and open records or open meetings questions. We have also been retained by the District's insurance company to defend Linn-Mar in approximately 20 lawsuits over this time period. Most of those cases involved general liability claims arising from student injuries and/or alleged employee misconduct.

Similar to the cases in which we have defended Linn-Mar, insurance companies have retained our firm to represent numerous school districts throughout eastern Iowa, including but not limited to districts in the areas of Cedar Rapids, Iowa City, Waterloo, Dubuque, and Davenport. This has been a large portion of our firm's practice for over 50 years, with too many cases to count.

Our firm prides itself on obtaining nearly all of our business through long-term relationships, our reputation, and referrals from other attorneys, past clients, and even past litigation adversaries. We do not approach legal matters as mere opportunities to bill hours—we place an emphasis on being problem solvers instead of problem creators, which serves the interests of our clients and tends to limit legal fees

Amy Kortemeyer
October 24, 2023
Page 2

and expenses. When a matter needs to be litigated, however, we advocate for clients as seasoned trial attorneys with substantial experience in venues throughout Iowa.

Terry Abernathy and Matt Novak are both fellows of the American College of Trial Lawyers and the Iowa Academy of Trial Lawyers, which are invitation-only organizations reserved for the best of the best litigators. Terry Abernathy, Matt Novak, and Stephanie Hinz have all been rated as “AV Preeminent” by Martindale-Hubbell’s peer review process, which is the gold standard in our field. Stephanie Hinz is a past president of the Linn County Bar Association and currently serves on the Iowa State Bar Association Board of Governors. She is also the mother of three Linn-Mar graduates and has volunteered substantial time to promoting student achievement.

During my nine years of practice, I have been a part of approximately 20 trials and served as the lead or sole trial attorney in ten of those matters. My career is too young to make me eligible for the same accolades as my law partners, but I have been named a Super Lawyers Rising Star every year since 2017 and recently served as the president of our area Inn of Court chapter—an organization dedicated to promoting civility, ethics, and excellence in the legal profession.

All of us work together and pair legal matters with the attorney(s) who can best serve our clients. As Terry phases into retirement, Matt, Stephanie, and I look forward to building on our firm’s past experience and continuing to serve the interests of our clients.

We hope this letter provides you with the information you need. Of course, please feel free to call or email if you need anything additional. We certainly hope to continue our relationship with Linn-Mar and look forward to working with you.

Sincerely,



BRADLEY J. KASPAR



SIMMONS PERRINE MOYER BERGMAN PLC

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Address Reply to Cedar Rapids Office

November 6, 2023

Linn-Mar School District Board of Education
c/o Amy Kortmeyer
Superintendent of Schools
2999 N. Tenth Street
Marion, Iowa 52302

RE: Request for Information

Dear Superintendent Kortmeyer and School Board Members:

I'm pleased to provide you with the enclosed response to your request for information regarding legal services.

Simmons Perrine Moyer Bergman PLC is the largest law firm in Eastern Iowa and the third largest in the state.

Our attorneys are experts who specialize in their respective practice areas and are committed to providing the best counseling, advocacy and representation for our clients.

Our attorneys have been part of the Linn-Mar team for many years, providing legal services in specific areas. We value this work and would be pleased to continue and expand our relationship.

Please let me know if I can provide you with any additional information.

www.SPMBLAW.com

■ 115 Third Street SE, Suite 1200, Cedar Rapids, Iowa 52401 • Telephone (319) 366-7641 • Fax (319) 366-1917

□ City Center Square, 1150 Fifth Street, Suite 170, Coralville, Iowa 52241 • Telephone (319) 354-1019 • Fax (319) 354-1760

Also licensed to practice in: 1 Illinois 2 Wisconsin 3 Minnesota 4 Michigan 5 Nebraska 6 California 7 Pennsylvania 8 Texas 9 Colorado 10 New Jersey 11 Arizona

Simmons Perrine Moyer Bergman PLC

November 6, 2023

Page 2

Thank you for your trust in Simmons Perrine and for the opportunity to work with the District.

Sincerely,



Nicolas AbouAssaly

NAA/wcs
Enclosure



SIMMONS PERRINE MOYER BERGMAN PLC

Overview of Legal Services for Linn-Mar Community School District

November 7, 2023

Submitted to:

Amy Kortemeyer, Superintendent of Schools
Linn-Mar Community School District
amy.kortemeyer@linnmar.k12.ia.us

Submitted by:

Nick AbouAssaly, Member
Simmons Perrine Moyer Bergman PLC
nick@spmlaw.com | (319) 896-4003

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I. OVERVIEW

Simmons Perrine Moyer Bergman PLC is pleased to provide an overview of our experience providing legal services to school districts, municipalities, and other governmental entities, including Linn-Mar Community School District. This information is not inclusive of all our firm's capabilities and is written to highlight our broad understanding of Iowa employment laws, real estate laws, our industry experience, and strong capacity for litigation, including extensive trial experience. We also provide insight into our business counseling and transactions practice.

a. HISTORY

Simmons Perrine Moyer Bergman PLC (SPMB) was established in 1916. Our principal place of business is located at 115 3rd Street SE, Suite 1200, Cedar Rapids, Iowa 52401, and we also maintain an office at 1150 5th Street, Suite 170, Coralville, Iowa 52241. Our law firm is partner-owned and is currently home to 56 attorneys and 60 staff members.

b. EDUCATIONAL INSTITUTIONS EXPERIENCE

We have represented Linn-Mar School District on a number of matters since 2002. These types of matters have included mainly real estate, intellectual property, labor relations and employment matters, and an audit opinion letter. Among the real estate matters are the following:

- Purchase of land on C Avenue Extension
- Purchase of land for Novak Elementary
- Purchase of the transportation facility on Highway 13
- Sale of land on Hindman Road
- Sale of facility on 8th Street, Marion
- Lease of special education facility on 35th Street, Marion
- Purchase of future school site east of Highway 13

We assisted with the rebranding that the District undertook 10 years ago including obtaining several state and federal trademark registrations. We continue to assist with maintaining the trademark portfolio for the District.

Our firm has represented over 20 PreK-12 schools in Iowa on matters ranging from employment (including immigration), real estate, business and organization issues,

construction and more. Our firm has also handled a variety of matters for Iowa's state and private colleges and community colleges. These issues include, but are not limited to: general employment, real estate, intellectual property, bond projects and charitable trusts.

II. SUMMARY OF LEGAL SERVICES

As a full-service law firm, our attorneys bring a team approach to client matters by collaborating to find the most efficient solutions for the best outcomes for our clients, including handling even the most complex matters. A full list of our attorneys and their experience in their respective practice areas may be found at: <https://www.spmblaw.com/our-attorneys>.

a. EMPLOYMENT COUNSELING AND ADVICE

Our labor and employment attorneys counsel employers and individuals regarding a variety of issues, including: federal and state employment laws, e.g., Title VII, Title IX, ADEA, FMLA, ADA, USSERA, Iowa Code Chapter 216, the Fair Labor Standards Act (FLSA), the Fair Credit Reporting Act (FCRA), the Iowa Wage Payment Collection Act, and the National Labor Relations Act, business immigration and workplace compliance. We draft, review, and assist in the implementation of employment policies and employee handbooks and prepare and review employment contracts. We conduct internal workplace investigations and counsel employers regarding employee terminations, draft/review severance agreements and releases for employers and individuals. Our attorneys counsel clients regarding complex employment problems and offer tangible solutions and conduct management training regarding diversity, inclusion and equity, harassment, discrimination, and other employment issues. SPMB has one of the largest employment law practices in Iowa with extensive experience in workplace counseling, workers' compensation, business immigration and employment litigation. Our team of labor and employment attorneys advise and represent clients in connection with almost every kind of workplace concern.

b. TRADITIONAL LABOR RELATIONS

Our employment law practice consists of trained mediators and arbitrators with specific education including training with the International Academy of Dispute Resolution in Des Moines, Iowa, and mediation training at Northwestern University.

Our attorneys have appeared before the American Arbitration Association and Federal Mediation and Conciliatory Service on employment and labor law issues. Our attorneys represent and counsel clients in a broad range of traditional labor law matters, and

industrial relations covered by the National Labor Relations Act (“NLRA”). This experience includes collective bargaining, strike preparations, union campaigns and elections, unfair labor practices, layoffs and more. Examples of the types of services provided are negotiation and administration of collective bargaining agreements, arbitration of contract disputes, discipline and discharge arbitration, unfair labor practice charges, and NLRB proceedings and elections. We regularly arbitrate discipline/discharge and contractual interpretation issues before FMCS and other arbitral panels. We work to find practical resolutions to workplace and contractual disputes prior to arbitration; absent a solution we are always prepared to arbitrate.

c. REAL ESTATE

Our real estate attorneys have a reputation for successfully planning and implementing some of the state’s most sophisticated real estate development projects, transactions, and financing facilities.

We have particular experience serving commercial real estate clients in the following areas:

- Structuring development entities and negotiating development agreements
- Purchase and sale transactions
- Negotiating financing facilities
- Structuring tax-advantaged and other publicly-assisted real estate developments
- Resolving disputes amongst co-owners of real estate
- Zoning and platting issues, leases, title claims, easements, etc.
- Regulation of real estate brokers
- Real estate litigation and property tax assessment disputes

d. IMMIGRATION

We provide immigration legal services to a wide range of clients, including multinational and Iowa-based corporations, emerging, and established small businesses, colleges and universities, municipal governments, religious organizations, and other non-profit entities as well as U.S. citizens and foreign nationals from more than 50 countries. Our clients trust us not only to prepare and file necessary documentation with the Department of Homeland Security, the Department of Labor and the Department of State, but also to advise them about constant changes in immigration law and policy.

e. INTELLECTUAL PROPERTY

Our attorneys assist clients in all aspects of patents, trademarks, copyrights and trade secrets, including licensing, litigation and U.S. and foreign prosecution. Our firm has technological experience in mechanical and electrical engineering, software, chemistry, and biology. Our attorneys regularly prosecute patent and trademark applications before the United States Patent and Trademark Office and foreign patent offices and litigate in State and Federal Courts to protect and defend our clients' intellectual property rights.

f. BUSINESS TRANSACTIONS AND COUNSELING

We counsel clients in all facets of their commercial transactions, legal organization, and regulation. We understand that effective legal counsel requires an understanding of the business needs of the client. Our services include, but are not limited to the following:

SPMB attorneys provide advice regarding corporate and business law and the effect of changes in the law on all stakeholders in the organization and advice regarding corporate governance issues, including fiduciary duties of directors, partners, and members. We advise and draft commercial contracts such as non-disclosure agreements, licenses, leases, intellectual property licenses, independent contractor agreements, distribution agreements, supply agreements, purchase contracts and credit agreements.

Our attorneys advise on a variety of tax matters, including tax planning considerations in selecting the form of entity, tax advice for joint ventures and partnerships, tax planning to design incentive compensation and benefit plans, tax advice and entity formation to restructure business operations in anticipation of a merger or acquisition and advice regarding the tax effects of transactions and sales.

We also assist with the ongoing maintenance of an organization such as filing reports, drafting minutes of annual meetings and special meetings, preparing notices and proxies, and amending and restating organizational documents.

g. GENERAL LITIGATION

Our first commitment is to provide comprehensive counseling to our business clients to help them avoid litigation whenever possible. We also assist clients in determining whether mediation, arbitration or other alternative dispute resolution procedures might provide a viable option. When litigation is needed, our attorneys try cases, including class actions, to

juries and judges, and handle the appeals from such decisions in state and federal court. Our attorneys will and do try cases before juries and have engaged in the largest matters in the state, handling claims of up to \$165 million, including class actions. If requested, we can provide a list of our most recent verdicts.

III. CLIENT COMMUNICATION / EDUCATION

We pride ourselves in staying on top of industry developments and communicating that information to our clients via regular email updates, webinars and seminars – at no cost to our clients. When the need arises, we provide tailored educational training for clients and organizations relating to their most pressing issues.

IV. PROFESSIONAL AND COMMUNITY RECOGNITIONS

Our attorneys are recognized in Great Plains Super Lawyers®, Best Lawyers®, Chambers USA®, Chambers HNW®, Martindale-Hubbell® and Benchmark Litigation®. Most recently, our firm was ranked by Best Lawyers®, "Best Law Firms" in 37 practice areas. We also had 11 attorneys make the 2023 Super Lawyers "Lawyer of the Year" list and 2 recognized within the Top 10 Super Lawyers in Iowa.

Our attorneys have been invited to join some of the most prestigious professional organizations in the country. A few representative organizations include:

- American College of Construction Lawyers
- American College of Real Estate Lawyers
- American College of Bankruptcy
- The American Law Institute
- American College of Tax Counsel
- American College of Trial Lawyers
- American Academy of Matrimonial Lawyers
- The American College of Trust and Estate Counsel

Our firm has a shared vision of working toward a better future for our clients and community. We proudly provide pro bono legal services, monetary donations, or volunteer time to over 100 organizations in Iowa. 51% of those efforts promote and enhance diversity, equity, and inclusion efforts in our community.

Our most recent community recognitions include:

- 2023 CBJ Best Law Firm in the Corridor
- 2023/2024 Leadership for Five Seasons – Drew Powell
- 2023 Forty under 40 – Jacob Vetter
- 2022 CBJ Most Influential – Nick AbouAssaly (Recently nominated again)
- 2023 Mayor of the Year by the Iowa Mayors Association – Nick AbouAssaly

V. CONFIRMATION AND ACKNOWLEDGEMENTS

A combination of attorneys would be utilized in staffing the legal matters on behalf of the District, depending on the specific subject matter of the assignment and with the most cost-effective level consistent with high quality legal services. A copy of such attorney's biographies can be shared upon request.

Linn-Mar Board of Education Operations Manual

*A Guide for Board
Operations and Functions*



2999 N 10th Street
Marion IA 52302

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Introduction

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

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

Board Authority

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

According to *Dillon's Rule*, a local school board can only do what it is authorized to do per code, as opposed to home rule where action can be taken unless it is stated in code that the action is not allowed. The Linn-Mar Community School District Board of Education policy manual includes a listing of the school board's general powers and duties in [Policy Series 200-Board of Directors](#).

The following is a partial listing of the duties and powers the board has the authority to carry out and reflects the authority vested in local school boards:

1. Determine major educational needs and develop plans to meet those needs.
2. Fix time and place of regular and special meetings.
3. Fill, by appointment, any vacancies occurring between elections.
4. Employ a superintendent.
5. Approve the employment and salaries of administrators/managers, teachers, principals, other licensed personnel, and staff members.
6. Terminate the contract or immediately discharge any employee subject to the provisions of any applicable law and/or board policy.
7. Become members of the Iowa Association of School Boards and pay dues.
8. Utilize funds received through gifts, devises, and bequests in the general or schoolhouse funds, unless limited by the terms of the grant.

9. Employ legal counsel and bear the cost of litigation.
10. Allow all just claims against the school corporation.
11. Insure against loss of property.
12. Appoint a board secretary and treasurer.
13. Require bonds for individuals having custody of school corporation funds, funds from extra-curricular activities or other sources, and pay premiums from the general fund.
14. Determine district attendance centers and the particular school each student will attend.
15. Maintain attendance centers based upon the needs of school-age students and include in the educational program additional courses, subjects, or activities that fit the needs of the students.
16. Provide transportation services.
17. Acquire, hold, convey, lease, rent, and manage property; real and personal.
18. Incur indebtedness when authorized by the voters of the school corporation.
19. Make rules for its own government.
20. Maintain adequate administration, school staffing, personnel assignment policies, teacher qualifications and licensing requirements, facilities, equipment, grounds, graduation requirements, instructional requirements and materials, maintenance procedures, and policies on extra-curricular activities.
21. Expel students from school for violation of rules established by the board or when their presence is detrimental to the best interests of the school.

Board Member Responsibilities

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

The board is made up of seven members of the Linn-Mar Community School District with each member assuming responsibility for the total board's effectiveness, functions, and efficiency. No individual can speak for or act on behalf of the board. The board acts only when a quorum is present and when a majority of that quorum reaches a decision. The Linn-Mar Community School District Board of Education strives to be unified and professional at all times. This does not mean, however, that board members cannot have disagreements or open discussions about district issues. Open discussions are encouraged in order to thoroughly examine each issue. Disagreements are to be handled in a respectful manner at all times with board members displaying courtesy for each other and for differing points of view.

Board Ethics

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

Board members must avoid conflicts of interest, either real or perceived, related to serving on the board. Both Iowa law and board policy describe limitations placed on board members in carrying out their duties, but these limitations cannot address every situation where a conflict of interest may arise. Therefore, board members must be vigilant in avoiding any actions that may be perceived as creating a conflict of interest and disclose any conflicts of interest on an annual basis by completing the district's School Board Conflict of Interest form (Policy 202.7-E).

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

Refer to [Policy 202.7-School Board Conflict of Interest](#) and [202.7-E-School Board Conflict of Interest Form](#) for additional information.

Board Guiding Principles

1. Deliberate in many voices, but govern in one voice.
2. Cultivate a sense of group responsibility with the understanding that it is the board, not the staff or administration, which is responsible for excellence in governance.
3. Be an active part of the district's leadership team striving to lead the district through a clear mission statement, an articulated vision for the district, shared and commonly understood goals, broad and clearly written policies, and continual monitoring of the performance of the schools and students.
4. Be willing to hold itself to the highest standards of excellence in governance and professional responsibility, including a willingness to hold individual board members and the board as a whole accountable for its actions.
5. Continually monitor its own processes, performance, and progress.
6. Vigorously and intelligently advocate for the district and its students on the local, state, and national levels.
7. Commit both individually and collectively to being well-informed and educated on local, state, and national educational issues, initiatives, and practices.
8. Regularly communicate as one voice while exercising confidentiality, when appropriate, to all stakeholders about district performance, direction, initiatives, issues, and ideas.

9. Formally and informally recognize and celebrate school, staff, and student success.
10. Insist on the pursuit of excellence on the part of all with a role in the district; staff, students, and board members.
11. Always strive to act in the interest of what is best for all students, believing that all students can learn and succeed at a high level.
12. Serve as a model of positive, professional, and ethical conduct in an open and transparent manner.

Board Meetings

Work Session Agenda Format:

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

Work sessions will have the following characteristics:

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

Regular Session Agenda Format:

- 100: Call to Order and Determination of a Quorum
- 200: Adoption and/or Revision of the Agenda
- 300: Audience Communications
- 400: Informational Reports and Discussion
- 500: Unfinished Business
- 600: New Business
- 700: Consent Agenda
- 800: Board Communications and Calendar
- 900: Adjournment

The board shall make rules for its own governance. The board may make and enforce reasonable rules for the conduct of its meetings to ensure they are orderly and free from interference or interruption by spectators. The Linn-Mar Board of Education has chosen to follow *Robert's Rules of Order, Revised* latest edition as a procedural model for operational purposes.

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

Board meetings are held IN the public, but not FOR the public. Meetings are to conduct district business in an open and transparent manner, not to engage in dialogue with the public. Public comments are allowed at the start of each open, regular meeting; but not during the order of business. Guidelines for addressing the board are outlined in the agenda and shared with the public prior to the audience communications section of the meeting. The guidelines for public participation in board meetings are also found in policies [204.7-Board Meeting Agendas](#) and [204.9-Public Participation in Board Meetings](#).

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

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

Reports to the board during regular meetings will be concise. Written materials will be provided to the board in advance for their review and preparation for the presentations. All visual aids will be of a quality that the board and audience can view from their seats. The preferred format is electronic projection.

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

Board Committees and Advisories

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

Board members are encouraged to be active on committees and other advisory groups that function within the district. Board member participation is to be advisory only, since it might be construed that a board member may have the potential to persuade others with their vote.

Therefore, no board member will be a committee chairperson or a voting member of a committee or advisory group within the district.

Schedules

It is important for board members to be actively involved in board events to not only learn about the district, but to also show support for Linn-Mar and advocate for the district. Therefore, board members are expected to attend board meetings, school and site visits, special meetings for community input, and other meetings and events throughout the district and community. A rotating schedule will allow board members to attend Marion City Council meetings in order to facilitate communication between the two entities.

Schedules for board meetings, school/site visits, and committee/advisory meetings are developed at the beginning of each school year. Ongoing calendars can be found at the end of each board meeting agenda and on the board/policy website (<http://.policy.linnmar.k12.ia.us/>).

Policy

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

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

Iowa Code places the authority to develop and adopt policy for a school district in the hands of the school board. The Iowa State Department of Education Educational Standards, which set the requirements for an accredited education program, require the board to adopt and maintain a board policy manual. The district's board policy manual can be accessed via the district's school/policy website (<http://.policy.linnmar.k12.ia.us/>).

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

Policy Development

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

A policy committee made up of board members, the superintendent, and key administrators will be used to review board policies and make recommendations to the board. The policy committee will meet regularly during the school year to review the policies. It will be the duty of this committee to review the policies for accuracy, content, appropriateness, timelines, and necessity. In order to accomplish this, each member of the committee will review current board policies and recommendations for changes that have been communicated to the district by the Iowa Association of School Boards (IASB), along with state and federal requirements and changes.

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

Relationships and Communications

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

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

Internal Communications and Relationships

Board members are encouraged to interact and communicate with staff members as a means of gathering information and knowledge of the workings of the district. If staff members want board members to solve managerial issues, or when a board member is not satisfied with staff performance, these situations should be directed to the superintendent for resolution, supervision, or evaluation.

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

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

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

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

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

Internal Board and Superintendent Relationship/Communications

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

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

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

External (Public) Relationships and Communications

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

On controversial issues, the board will have a public statement drafted by the superintendent that board members may utilize for any public comment that needs to be made. As individuals, board members should support the actions and statements of the board. It is board procedure that the entire board be polled by the president prior to any public statement being made on

behalf of the board as a whole. The board president shall be the official spokesperson for the board. The superintendent may also speak publicly on behalf of the board. If any board member wishes to address a point of view before the public, it is imperative that each board member communicates that they are speaking from their own personal viewpoint versus a board viewpoint in such a manner that does not contradict the work of the board or district.

Per board [Policy 1001.2-News and Media Relations](#): *The board president shall be the spokesperson for the board and the superintendent shall be the spokesperson for the district. It shall be the responsibility of the board president and superintendent to respond to inquiries from the media about the district. Members of the news media seeking information about the district shall direct their inquiries to the superintendent [or designee]. The superintendent [or designee] shall accurately and objectively provide the facts and the board's position in response to inquiries from the news media about the district.*

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

Refer to policies [1001.2-News and Media Relations](#), [403.35-Social Networking](#), and [403.42-Employee Expression](#) for additional information.

Signatures of LMCS D Board of Directors

Barry Buchholz

Matt Rollinger

Justin Foss

Melissa Walker

Katie Lowe Lancaster

Rachel Wall

Brittania Morey

Finance/Audit Committee Commission

Statement of Purpose:

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

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

Committee Composition:

The committee shall be made up of up to three members of the Board of Education, the chief financial officer/board treasurer, and the board secretary. Ad hoc members shall be appointed on an as needed basis for matters of technical expertise or tacit knowledge. Committee members must be capable of:

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

Responsibilities:

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

Policy/Governance Committee Commission

Statement of Purpose:

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

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

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

Committee Composition:

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

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

Commission:

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

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

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

Career and Technical Education Advisory Committee Commission

Statement of Purpose:

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

Committee Composition:

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

Commission:

The committee is commissioned to:

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

School Improvement Advisory Committee Commission

Statement of Purpose:

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

Committee Composition:

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

Commission:

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

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

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

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

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