

WE ARE LINN-MAR®

District Honors & Highlights - April 8, 2024



Art Honor: Congratulations to LMHS Sophomore Autumn Zaehringer for being named a Visual Honoree in the Visual Arts category at the 2024 Excellence in the Arts recognition hosted by *The Gazette*. [Click here for more information](#)

Jazz Band Honors: Congratulations to the following LMHS musicians for being selected for the Class 4A Iowa All-State Jazz Band. [Click here for more information](#)

- Senior Evan Shanley (Bari Sax)
- Freshman Carter Buske (Guitar)
- Freshman Everett Sams (Piano)



FBLA Honors: Congratulations to the following LMHS Future Business Leaders of America finalists who will compete during the National Conference in Orlando, Florida.

[Click here for more information](#)

- Aditya Suri (Computer & Technology, Accounting, Website Design, and Personal Finance)
- Tanvi Gopalam (Business Calculations)
- Quinn Lorenz and Shrisantosh Balasubramanian (Business Ethics)
- Adelina Garcia and Gaven Ketcham (Community Service)
- Pranav Karthik (Economics)
- Macklane Millhollin, Sahana Nagarajan, and Priyanka Onteru (Public Service Announcement)
- Devasena Manikandan (Public Speaking)



Financial Honor: Congratulations to the LMCSO Business Office for receiving the Certificate of Excellence in Financial Reporting from the Iowa Association of School Business Officials International regarding the district's Annual Comprehensive Financial Report for Fiscal Year 2023.



**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. Linn-Mar Community School District
- B. Address: 2999 North 10th Street, Marion, IA 52302

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. OPN Architects, Inc.
- B. 200 5th Avenue SE, Suite 201, Cedar Rapids, IA 52401

1.03 TO: POTENTIAL BIDDERS

- A. On behalf of Linn-Mar Community School District, sealed bids will be received at Linn-Mar Community School District, Learning Resource Center, 2999 North 10th Street, Marion, IA 52302, until 2:00 p.m. local time on April 30, 2024 for:

LINN-MAR HIGH SCHOOL EXTENSION RENOVATION

Project No.: 23279000

- B. Bids will be opened and read aloud at approximately 2:10 p.m. local time in the Learning Resource Center Board Room.
- C. The bids are for a single Prime Contract (architectural, mechanical, and electrical combined) to renovate three floors in the existing LRC school facility. Bids shall be on a lump sum basis; segregated sub-bids will not be accepted.
- D. Work is anticipated to commence upon award of contract. Work may begin immediately following execution of the agreement and is scheduled to be Substantially Complete August 19, 2024, in one phase as shown on the Contract Documents.
- E. A pre-bid conference is scheduled for April 18, 2024 at 3:00 p.m. at the Learning Resource Center, 2999 North 10th Street, Marion, IA 52302.
- F. A public hearing will be conducted at a meeting to be held at Linn-Mar Community School District, Learning Resource Center Board Room, 2999 N. 10th Street, Marion, IA 52302, at 5:30PM., on April 8, 2024, at which time and place any person may appear and file objections to the proposed plans, specifications, form of contract, and the estimated cost of said project.
- G. Bidders and Sub-bidders requiring interpretation of the bidding documents or substitution requests are required to make a written request to the Architect by 5:00 p.m. local time seven calendar days prior to the date for receipt of Bids. Clarifications or modifications of the Bid Documents will be addressed via Addendum by 5:00 p.m. local time five calendar days prior to the date for receipt of Bids.
- H. Bidders for the Contract may obtain copies of the Bidding Documents by contacting Rapids Reproductions, Cedar Rapids, IA, Ph. 319-364-2473 in accordance with the Instructions to Bidders upon depositing the sum of \$100 (written to OPN Architects), or a valid MBI Plan Deposit card issued for the current year, for each set of documents.
 - 1. If applicable, contractors and sub-bidders shall pay printing company for associated shipping cost.
 - 2. The deposit will be refunded to Bidders who return the Bidding Documents in good condition within fourteen days after award of project. The cost of replacement of missing or damaged documents will be deducted from the deposit.
 - 3. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.
 - 4. Documents are also available to view digitally on Rapids Reproductions online Public Plan Room.

- I. Paper documents may be viewed at the following plan rooms:
 - 1. Dodge Data & Analytics Planroom, 3315 Central Ave, Hot Springs, AR 71913, 501-625-3544
 - 2. Des Moines Construction Update Plan Room DM, 221 Park Street, Des Moines, IA
- J. Documents may also be viewed digitally at the following organization's online plan rooms:
 - 1. Bid+Builders Exchange, 4814 E. Broadway, Madison, WI, 608-221-3148
 - 2. Minnesota Builders Exchange, 1123 Glenwood Avenue, Minneapolis, MN, 612-381-2647.
 - 3. Omaha Builders Exchange, 4159 S. 94th, Omaha, NE, 402-991-6906.
- K. Bid security in the amount of 5% of the total bid in the form of certified check, credit union share draft, or surety bond written on an original AIA Document A310, Bid Bond, is required for this project at the time of Bid. The successful bidder will be required to provide surety Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the Contract Sum.
- L. Interested bidders shall submit a completed Bidder's Status Form (See Section 00 60 00 - Project Forms for a copy of this form) at the time of Bid.
- M. Nonresident bidders shall comply with Iowa Code Section 73A.21, subsection 4.
- N. In accordance with, Chapter 73A, Code of Iowa, when a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. In accordance with Chapter 156, Iowa Administrative Code the public body shall request a statement from each bidder regarding the bidder's resident status. The statement shall be on the form designated by the commissioner. The statement shall require the bidder to certify whether the bidder is a resident bidder or a nonresident bidder. In the case of a resident bidder, the statement shall require the resident bidder to identify each office at which the resident bidder has conducted business in the state during the previous three years and the dates on which the resident bidder conducted business at each office. In the case of a nonresident bidder, the statement shall require the nonresident bidder to identify the nonresident bidder's home state or foreign country as reported to the Iowa secretary of state, to identify each preference offered by the nonresident bidder's home state or foreign country, and to certify that, except as set forth on the form, there are no other preferences offered by the nonresident bidder's home state or foreign country.
- O. The award of the contract may be made by Linn-Mar Community School District Board to any responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of materials or service in the best interest of the Owner. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interest of the Owner.
- P. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa.

END OF SECTION

District Developed Service Delivery Plan (DDSDP)



Purpose:

- To ensure our district has an appropriate, complete plan that describes the educational planning for students needing special education services.
- To review and adjust structures currently in place for special education teacher assignments per Iowa Administrative Code 281-41.408.
- State requirement is every 5 years.

Who develops the plan?

Committee Members:

- Parent(s) of Eligible Individual
- Special Education Teacher
- General Education Teacher
- District Administration
- Area Education Agency (AEA) Representation
- Board Member
- Other (if applicable)

What is in the plan?

- Responses to five specific questions
- Series of assurances
- Description of Early Childhood Special Education



What is the process?



Submitted to GWAEA

Anticipated TIMELINE

Date	Activity
October 1-November 15, 2023	Development team was created
November 16, 2023- January 31, 2024	Development team created draft plan
Feb 17- March 18, 2024	Public comment period (30 days)
March 19-27, 2024	Plan sent to AEA Special Education Director for compliance verification
April 8, 2024	School board approves final DDSDP
May 2024	Plan is entered into the DE portal

1

What process was used to develop the delivery system for eligible individuals?

The purpose of this question is to document that the district has met all the process requirements in the development of their District Developed Service Delivery Plan.

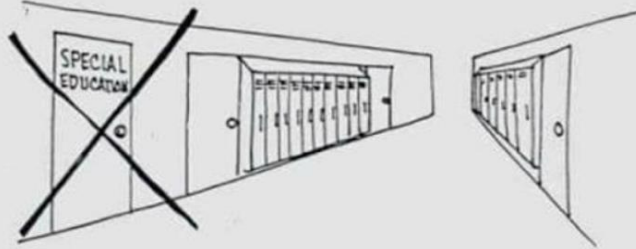
2

How will services be organized and provided to eligible individuals

The purpose of this question is to describe how the district will provide special education instructional services.

Districts must include the full continuum of services and placements for eligible individuals from age 3 to 21, including preschool.

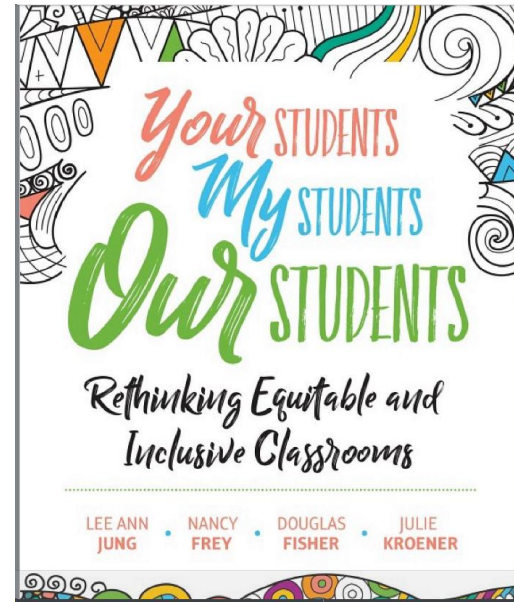
SPECIAL EDUCATION
IS NOT A PLACE



IT IS SUPPORTS & SERVICES
BROUGHT TO STUDENTS
THROUGH AN IEP



***Learners receiving
special education
services are general
education learners
first and always.***



3

How will caseloads of special education teachers be determined and regularly monitored?

This requirement exists to ensure that teacher caseloads do not become unmanageable and compromise the provision of services prescribed in the IEPs.

4

What procedures will be used by special education teachers to resolve caseload concerns?

The purpose of this requirement is to ensure that special education teachers have a way to request a review of situations that have not been addressed by the caseload review process.

5

How will the delivery system meet the targets identified in the state's performance plan? (*Needs identified in any determinations under Chapter 41*)

What process will be used to evaluate the effectiveness of the delivery system for eligible individuals to determine if it is leading to improved outcomes for eligible individuals?

What has changed?

- More robust and defined Continuum of Services, including PK
- Update Caseload Determination Tools to reflect the services of student and work load of staff
- Clarity of process for Caseload Reviews and Resolving Concerns



What is the process?

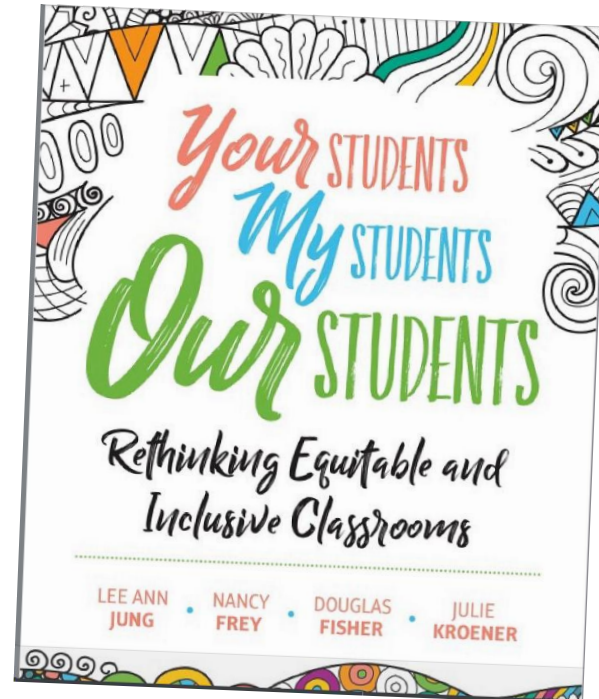


Next Steps:

- Submit to Iowa Dept of Education
- Professional Learning for LM staff and stakeholders

Resources:

- Iowa Department of Education: [DDSDP website](#)
- Iowa Department of Education: [SDI Framework](#)
- Examples for districts across the region and state
- [Linn-Mar DDSDP \(2019-2020\)](#)
- [Your Students, My Student, Our Students: Rethinking Equitable and Inclusive Classrooms](#)



Thank you

to everyone serving on this
DDSDP committee! Their
time, commitment, and hard
work has been truly
appreciated and
instrumental in developing a
plan for quality special
education programming in
Linn-Mar!



Credits

Special thanks to all the people who made and released these awesome resources for free:

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

LINN-MAR District Developed Special Education Delivery Plan

April 2024

1) What process was used to develop the delivery system for eligible individuals?

The delivery system was developed in accordance with Iowa Administrative Code rule 41.408(2)“c”. The group of individuals who developed the system included parents of eligible individuals, student support teachers, general education teachers, administrators, and representatives of Grant Wood Area Education Agency (GWAEA).

The Linn-Mar Community School District (LMCSD) selected a committee of representatives of the various roles listed above to develop the Special Education Service Delivery Plan (DDSDP).

The DDSDP committee members included:

Name	Role
Melissa Ford	GWAEA Regional Administrator
Karly Kleitsch	GWAEA staff member
Hillary Prall	GWAEA staff member
Megan Burke-Brunschenn	Associate Director of Student Services (5-12)
Michaela Pirnat	Associate Director of Student Services (PK-4)
Melissa Frick	Executive Director of Student Services
Michelle Nuehring	District Autism Consultant
Beth Hayes	District Student Support Services Coach
Melissa Bray	Preschool Teacher
Terry Gorman	Elementary Student Services Teacher
Jenna Bohlken	Intermediate Student Services Teacher
Colly Dostal	Middle School Student Services Teacher
Kim Shanstrom	High School Student Services Teacher
Gina McConahay	Middle School Teacher
Kara Felber	Elementary Teacher
Erica Glew	Middle School Teacher
Chad Buchholz	Building Administrator- Intermediate
Amanda Potter	Building Administrator- Elementary
Kayla Benson	Parent
Amy Heldlund	Parent
Melissa Walker	Linn-Mar School Board Member

The committee met to complete the following steps:

Step 1: The district selects the committee.

Step 2: The committee develops the plan.

Step 3: The draft plan is available for public comment.

Step 4: The GWAEA Special Education Director verifies plan compliance.

Step 5: The district school board approves the plan prior to adoption.

Step 6: The plan is included in the designated area of the Consolidated Accountability and Support Application (CASA).

Step 7: The plan is reviewed in connection with the five year accreditation cycle or earlier if required by determination given by the state.



LINN-MAR

Community School District

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2) How will services be organized and provided to eligible individuals?

Context in the Development of the Continuum of Services

A learner eligible for special education services in Iowa is entitled to Specially Designed Instruction (SDI) at no cost to the family in order to meet his/her unique needs as a student with a disability. This includes adapting as appropriate the content, methodology or delivery of instruction to address the needs that result from a disability and to ensure access to the general curriculum, so that he/she can meet the educational standards that apply to all children (IAC 41.39). These special education and related services must be designed to meet the learner's unique needs and prepare them for further education, employment and independent living (CFR300.1; IAC 41.1).

The General Education Curriculum

The general education curriculum includes the curriculum expected of all children, which in Iowa includes the Iowa Core Standards, Iowa Core Essential Elements, the Iowa Early Learning Standards, school-based expectations, and a unique post-secondary vision for each learner. References to the Iowa Core throughout this document are referring to the general education curriculum most related to the learner and their area of need. (Department of Education; Iowa's SDI Framework, Revision, August 2018; Logo Update, 2019; Guiding Principle Update June 2022)

Foundational Beliefs

It is essential school teams believe that all students can learn at high levels. Teams must share collective responsibility for all students' learning. General and special education teachers must be involved in collaborative team meetings and/or Professional Learning Communities (PLCs) taking ownership of every learner mastering targets.

The following foundational beliefs are key as we work together to improve our special education outcomes, services, and Specially Designed Instruction (SDI) for our learners:

- Learners receiving special education services are general education learners first and always.
- Highly effective special education services and outcomes are dependent on highly effective Universal Instruction and a school-wide intervention system.
- Effective SDI is designed through collaboration between families and highly qualified educators.
- SDI is delivered by special education and general education teachers and professionals in various settings across the day.
- The Iowa Core Standards, Iowa Core Essential Elements, Early Learning Standards, and school-based expectations should drive diagnosis, design, and delivery of SDI.
- Highly effective SDI flows from high-quality and specific assessment information.
- SDI supports learners to use tools, materials, and strategies to access Iowa Core Standards and reach grade-level aligned goals.
- SDI helps learners to address their unique needs as a result of the individual's disability.

(Department of Education; Iowa's SDI Framework, Revision, August 2018; Logo Update, 2019; Guiding Principle Update June 2022)

Specially Designed Instruction (SDI) in a Multi-Tiered System of Support (MTSS) Framework

Learners eligible for special education services are entitled to SDI to address their unique needs and to ensure access to the general curriculum so they can meet educational standards. Therefore, in many cases, learners with disabilities will need additional supports including targeted and/or intensive interventions. These supports may include accommodations, modifications, services, and related services within and across a continuum of educational supports.

Some examples may include but are not limited to:

- A learner with a disability and Individual Education Program (IEP) goal in reading may require accommodations such as books specifically selected for his or her reading level or e-text to be able to access instruction at the universal tier.
- A learner may require individualized instruction such as pre-teaching/re-teaching to be able to engage with universal instruction.
- A learner may need individualized instruction in specific skills and intensified instruction to progress toward grade-level standards.

These supports and services are just examples of SDI that a learner may need that extends across the tiers of an Multi-tiered Systems of Support (MTSS) system ranging from more intensive to less intensive. What is most important to know is that SDI can occur in any educational setting and includes all of the unique educational needs of a learner with a disability.

(Department of Education; Iowa's SDI Framework, Revision, August 2018; Logo Update, 2019; Guiding Principle Update June 2022)

Resources

Learners have equitable access to resources and have the support to effectively use those resources:

- Individually as typically developing peers and implemented by general educators,
- Similar resources as available to general education peers, collaboratively designed and implemented by general and special educators, and
- Specialized resources unique to learner need, designed by special educators, and implemented by general and special educators.

Educators have access to resources necessary to design and deliver effective instruction:

- Coaching support is available from district and AEA general education and special education support staff,
- Time is allocated for consultation and collaboration necessary to individualize student service throughout the day, and
- Time is allocated for professional learning experiences related to effective instructional practice.

Environmental Supports

Learners' educational environments naturally support and maximizes opportunities for access and engagement to:

- Address appropriate accommodations & modifications,
- Consider multiple means of engagement, action and expression and representation which are matched to learner needs, and
- Provide instruction in the general education environment with removal considered only if needed for the student to access a free, appropriate public education.

Extra-curricular & Co-curricular Enriching Experiences

Learners participate with supports and services to ensure that they have full access to the experience:

- Individually as typically developing peers,
- With structures and supports designed by general and special educators and implemented by general educators, and
- With structures and supports designed by general and special educators and implemented with the assistance of special education resources.

Introduction to the Continuum of Services at Linn-Mar Community School District

Special Education Services are provided in a variety of ways to meet the individual needs of eligible individuals. The least restrictive environment (LRE) is the educational environment that enables learners with disabilities to receive a free appropriate public education (FAPE) and provides the learners with maximum opportunities for interaction with peers without disabilities.

Removal from the general education environment may occur only if the nature or severity of the disability is such that education in regular classes (with the use of supplementary aids and services) cannot be achieved satisfactorily. [41.114(2)b] Supplementary aids and services are aids, services, and supports that enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate. [41.42]

Therefore, a continuum of services is provided. The continuum includes services for eligible individuals ages 3 to 21. Services may be provided within the district, or through contractual agreement with other districts and/or agencies.

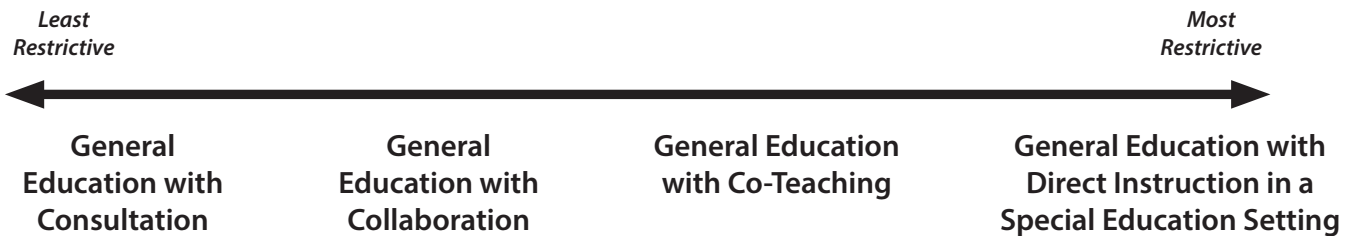
Learners may receive different services at multiple points along the continuum based on the Individualized Education Program (IEP).



When developing an eligible individual’s IEP and placement, the team shall consider the following questions, as well as any other factors appropriate under the circumstances, regarding the provision of special education and related services [41.116(4)a.]:

- 1) What accommodations, modifications, and adaptations does the individual require to be successful in a general education environment?
- 2) Why is it not possible for these accommodations, modifications, and adaptations to be provided within the general education environment?
- 3) What supports are needed to assist the teacher and other personnel in providing these accommodations, modifications and adaptations?
- 4) How will receipt of special education services and activities in the general education environment impact this individual?
- 5) How will the provision of special education services and activities in the general education environment impact other students?

Throughout the continuum of services, learners with disabilities require access to Multi-tiered Systems of Support (MTSS), Instruction, Curriculum, Assessment, Resources, Environmental Supports, and Extra-curricular & Co-curricular Enriching Experiences.



Students may receive different services at multiple points along the continuum based on the IEP.

Each service delivery model along LMCS D’s continuum for special education services is described on the following pages, including specific roles and responsibilities of the general and special educators supporting the eligible individual within each model.



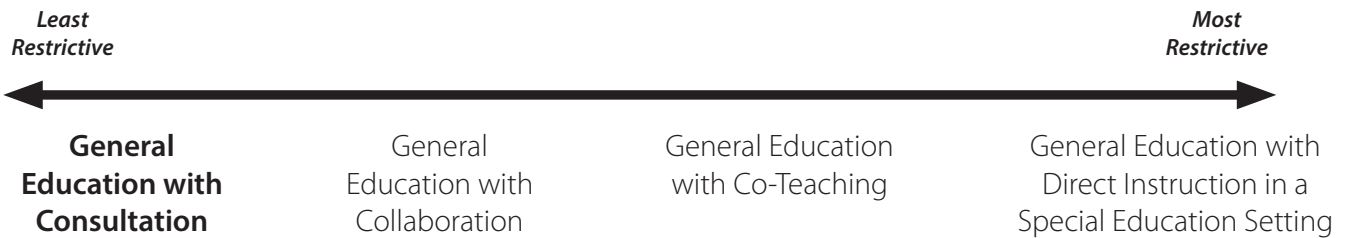
Continuum of Services at Linn-Mar Community School District

The service delivery models are listed from least restrictive to most restrictive.

General Education with Consultation

The learner is served in the general education classroom with consultation and support from the special education teacher. A special education teacher serves in a consultative role to a general education teacher who carries the primary responsibility for collaboratively designed instruction. The model allows a special education teacher to partner with multiple general education teachers without being physically present in the same classroom at the same time.

General Education Teacher Role/Responsibilities	Special Education Teacher Role/Responsibilities
<ul style="list-style-type: none"> • Oversee all general education instruction. • Implement high-quality differentiation practices. • Deliver collaboratively designed content instruction in the general education class, including assessments and progress reporting measures. • Provide accommodations and modifications needed to enable access. • Consult regularly and frequently with the special educator. 	<ul style="list-style-type: none"> • Understand the general education curriculum & be aware of available resources. • Understand high-quality instructional and differentiation practices. • Monitor the learner’s progress on IEP goals. • Assist the general education teacher with the instructional design and preparation of materials, application of skills in the general education setting, as well as adaptations and accommodations and/or modifications as outlined in the IEP (indirect services). • Engage in regular and frequent consultation with general educators to oversee the general educator’s provision of accommodations, modifications, SDI, data collection, and data analysis.
<p>General Education AND Special Education Teacher Responsibilities:</p>	
<ul style="list-style-type: none"> • Engage in ongoing communication and professional learning to understand learning progressions within the Iowa Core. 	



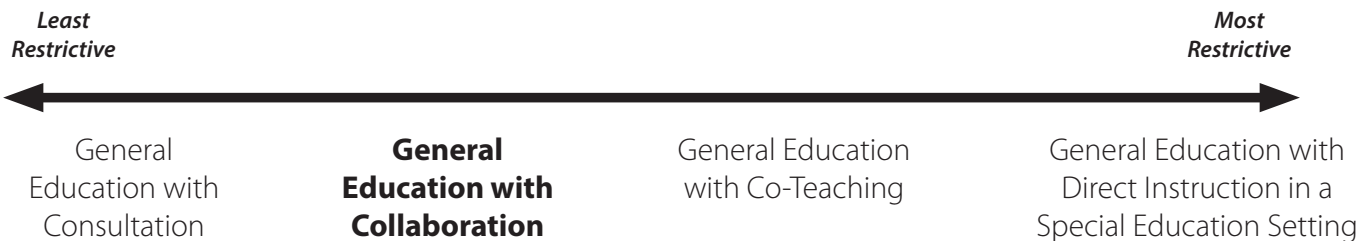
Students may receive different services at multiple points along the continuum based on the IEP.



General Education with Collaboration

The learner receives special education support in the general education classroom through the collaborative model, in which the special education teacher pushes into the general education classroom at targeted times to share responsibility to provide SDI, accommodations, and/or modifications to allow the learner to access the general education curriculum and for skill- building. The intended result is increased capacity of general educators to differentiate and execute IEP services with fidelity. This allows a special education teacher to partner with multiple general education teachers without being physically present in the same classroom at the same time.

General Education Teacher Role/Responsibilities	Special Education Teacher Role/Responsibilities
<ul style="list-style-type: none"> • Oversee all general education instruction. • Consult regularly and frequently with the special educator . • Collaboratively provide SDI within specific skill areas and instructional activities during targeted times. 	<ul style="list-style-type: none"> • Understand the general education curriculum and aware of available resources. • Understand high-quality instructional and differentiation practices. • Monitor the learner’s progress on IEP goals. • Provide direct collaboratively designed instruction (or other assistance as documented in the IEP) to the learner or group of learners in the general education classroom at targeted times. • Collaboratively provide and oversee the provision of SDI and goal progress within specific skill areas and instructional activities. • Provide strategy and skill instruction (including remediation, pre-teaching or reteaching) to learners with IEPs outside of the general education classroom only as needed.
General Education AND Special Education Teacher Responsibilities:	
<ul style="list-style-type: none"> • Collaboratively implement high-quality instructional and differentiation practices. • Collaborative provision of accommodations and modifications needed to enable access. • Engage in ongoing communication and professional learning to understand learning progressions within the Iowa Core. 	



Students may receive different services at multiple points along the continuum based on the IEP.



General Education with Co-Teaching

The learner receives direct special education support in the general education classroom through the co-teaching model. This model utilizes both special and general educators to meet content and skill needs through the provision of accommodations and/or modifications, and delivery of specially designed instruction within a least restrictive environment.

Co-teaching is defined as two teachers physically present in a heterogeneous classroom with joint and equal responsibility for classroom instruction. Iowa has adopted the Marilyn Friend Co-Teaching Model and approaches as follows:

- Station teaching: Teachers are at stations and learners move from station to station.
- Parallel teaching: Teachers simultaneously provide instruction through use of such structures as split class, cooperative learning, and lab settings. Teachers can provide the same or different content during parallel teaching.
- Alternative teaching: One teacher instructs a large group, the other teacher instructs small flexible learner groups.
- Teaming: Teachers jointly present the same content at the same time through such structures as “tag team,” “speak-and-chart” and other teaming structures.
- One teach, one observe*: One teacher provides instruction, while the other observes student learning to assess learning and gather data.
- One Teach, one assist*: One teacher provides instruction while the other teacher assists individual learners or small groups.

****It is not recommended to use One Teach, One Observe, or One Teach, One Assist as the primary approach.***

****It is not recommended to consistently rely on only one approach.***

General Education Teacher Role/Responsibilities	Special Education Teacher Role/Responsibilities
<ul style="list-style-type: none"> • Oversee all general education instruction. • Consult regularly and frequently with the special educator. • Collaboratively provide SDI. 	<ul style="list-style-type: none"> • Understand the general education curriculum and aware of available resources. • Understand high-quality instructional and differentiation practices. • Monitor the learner’s progress on IEP goals. • Collaboratively provide and oversee the provision of SDI and goal progress within specific skill areas and instructional activities. • Actively involved in provision of instruction in the general education classroom daily.

General Education AND Special Education Teacher Responsibilities:
<ul style="list-style-type: none"> • Co-plan, co-deliver, co-assess instruction within the general education classroom. • Collaboratively implement high-quality instructional and differentiation practices. • Collaborative provision of accommodations and modifications needed to enable access. • Engage in ongoing communication and professional learning to understand learning progressions within the Iowa Core.

Least Restrictive

Most Restrictive



General Education with Consultation

General Education with Collaboration

General Education with Co-Teaching

General Education with Direct Instruction in a Special Education Setting

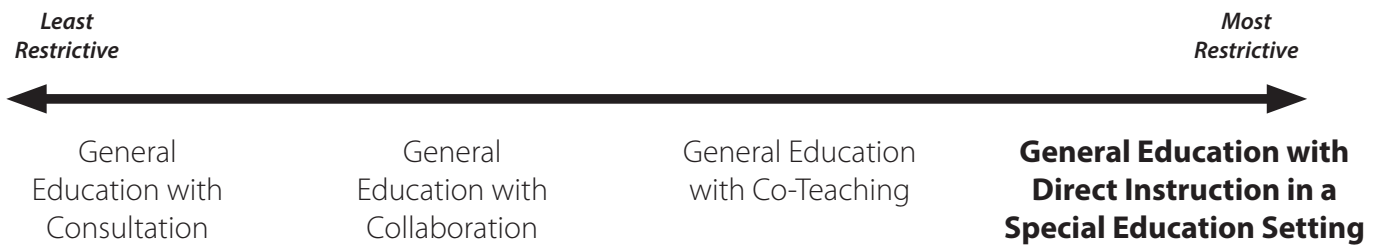
Students may receive different services at multiple points along the continuum based on the IEP.



General Education with Direct Instruction in a Special Education Setting

The learner receives specially designed instruction and support aligned to the general education curriculum. When the services cannot be appropriately provided in the general education setting, the learner may receive some services or, on rare occasions, all services they need in a special education or separate educational setting (including, but not limited to special classes, separate setting, special schools, home instruction, and instruction in hospitals and institutions).

General Education Teacher Role/Responsibilities	Special Education Teacher Role/Responsibilities
<ul style="list-style-type: none"> • Oversee all general education instruction. • Consult regularly and frequently with the special educator. 	<ul style="list-style-type: none"> • Understand the general education curriculum and aware of available resources. • Understand high-quality instructional and differentiation practices. • Monitor the learner’s progress on IEP goals. • Provide specially designed instruction that aligns with the Iowa Core.
General Education AND Special Education Teacher Responsibilities:	
<ul style="list-style-type: none"> • Collaboratively implement high-quality instructional and differentiation practices. • Collaborative provision of accommodations and modifications needed to enable access. • Engage in ongoing communication and professional learning to understand learning progressions within the Iowa Core. 	



Students may receive different services at multiple points along the continuum based on the IEP.



Inclusive Early Childhood Setting

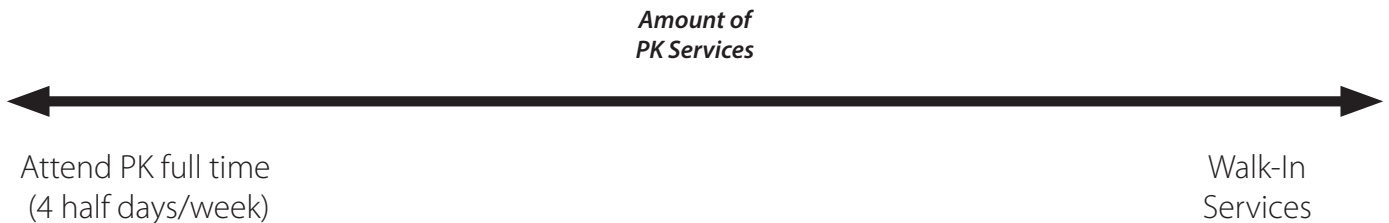
This model is described as a regular early childhood program with the teacher holding dual endorsements (i.e., endorsement 100: Teacher—PK-3 Teacher, Regular Education/Special Education). The learner is served in an inclusive general education early childhood classroom with a teacher who holds a valid practitioner’s license issued by the Board of Educational Examiners that includes PK-3, Regular Education/Special Education.

Continuum of services: Linn-Mar preschool programs provide a full continuum of services to meet each student’s individualized needs. The services provided and the schedule a student attends preschool will be determined by the IEP team in response to supporting the child’s transition to the school setting and the instruction they require.

When determining services, each IEP team must:

- Consider all data available per evaluation and/or progress monitoring and individual student needs, and
- Focus on the least restrictive environment to ensure FAPE, flexibility to shift per the data and unique, individual needs.

The teacher is responsible for direct instruction, preparation of materials, adaptations, accommodations and/or modifications as specified in the IEP. The teacher with the dual endorsement is responsible for monitoring the learner’s progress on IEP goals.



Students may receive different services at multiple points along the continuum based on the IEP.



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3) How will caseloads of special education teachers be determined and regularly monitored?

Early Childhood (Preschool) Caseloads

Caseloads will be tentatively calculated prior to the start of the school year. Caseloads may be modified based on summer registration, summer eligibility, and fall enrollments. Caseloads will be reviewed multiple times during the school year by the Associate Director of Student Supports and/or preschool educators.

In determining teacher caseloads for the preschool programs, the Linn-Mar Community School District will use the *Student Specific Caseload Rubric* values to assign points to each eligible individual receiving an IEP in the district. Each student can get a total between 0 and 18. These values will be used to update the *Session Specific Caseload Rubric* for that classroom teacher to help balance services and rosters across our preschool classrooms.

- *Student Specific Caseload Rubric*: point system to help determine the level of services the student receives.
- *Session Specific Caseload Rubric*: point system used to ensure that teacher caseloads are balanced and manageable in order for individual services to be provided.

A teacher should not be assigned a Session Specific Caseload of more than 18 total points per classroom session. This caseload limit may be exceeded by no more than 10% for a period of no more than six weeks, if doing so does not prevent the affected teacher's ability to provide the services and supports specified in his or her student's IEPs.

Caseload Determination Considerations for Preschool Programs:

- Preschool teacher caseload (ages 3-5) will meet the criteria of the Preschool Program Standards being implemented (IQPPS) regarding maximum class size and teacher-child ratios.
- The LM class sizes will max out at 16 students, with 11 general education students and 5 students with IEPs.
- All students enrolled in our preschool program must be assessed using the state required assessment tool, Teaching Strategies GOLD.
- All preschool classrooms have one dual certified teacher and two associate educators. The associates serve in many capacities including providing paraprofessional support and maintaining high quality preschool standards as set by the state.
- Caseload determination scale for preschool programs vary from that of the K-12 portion of the district, as it is the only program currently in standing that is fully integrated.

Caseload Determination Timelines:

Caseloads will be tentatively set in the spring prior to the school year. These caseloads may be modified based on summer registration, summer eligibility meetings and actual fall enrollments. Once the school year begins, teacher caseloads will be reviewed at least twice during the school year by individual district special education teachers in collaboration with their building principal and Associate Director of Student Services.

A scheduled review of teacher caseloads will be conducted by the Student Service Department as follows:

- At the beginning of the school year
- When a student is found eligible for classroom based services
- By November 30
- By March 15 to plan for the following school year

Caseload Determination Review Process:

In determining preschool teachers' caseloads, the LMCS D will use the following values to assign points to the caseloads of each preschool teacher in the Early Childhood Program. The summation of *Session Specific Caseload Rubrics* per teacher will generally range between 20-32 total points (this reflects both morning and afternoon sessions).

When a caseload exceeds the 20-32 point range, it will be reviewed by district Student Services administrators. Upon review, if there appears to be an overload, the Associate Director will arrange a meeting with the Executive Director of Student Services and other district personnel with relevant information (i.e. principals, preschool teachers). The review group will determine if there is a need for adjustments to a teacher's schedule or roster.

At any other time, a teacher may request a caseload review by submitting, in writing/email, the request to the Associate Director of Student Services. The Associate Director of Student Services will arrange a review of the roster with the Executive Director of Student Services. A resolution and written decision must be made available to the teacher within 5 school days after the Associate Director and Executive Director of Student Services meet.



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Linn-Mar Early Childhood Caseload Rubrics

Teacher: _____

Student Name: _____

Date completed: _____

Session: _____

Student Specific Caseload Rubric				
	0	1	2	3
Curriculum	Student is functioning in the general education curriculum at a level similar to peers	Student requires limited adaptations to the general curriculum	Student requires significant adaptations to the general curriculum	Significant adaptation to grade level curriculum requires specialized instructional strategies
*IEP Goals AND Minutes of SDI per month	0 Goals with no minutes of SDI	1 Goal with 80-120 minutes of SDI per month	2 Goals with 120-240 minutes of SDI per month	3+ Goals with 240+ minutes of SDI per month
**Service Providers	0	1	2-3	4+
Paraprofessional Support (PP)	0 PP minutes	Part-time PP minutes for health, behavior, or language	Full-time PP minutes for health, behavior, or language	Individualized FT minutes for health, behavior, and/or language
Functional Behavior Assessment (FBA)/ Behavior Intervention Plan (BIP)	Student does not have an FBA/BIP	n/a	n/a	Student has an FBA/BIP
Individualized Health Plan (IHP)	Student does not have a IHP	IHP includes monitoring and consultation with others	IHP includes monitoring and providing supports by classroom team with nurse consultation	IHP includes direct contact with building nurse and trained staff

Student Caseload Total: ____/18

NOTES:

*** IEP Goals AND Minutes of SDI per month:** The number of goals the student has AND the minutes of SDI the student receives per month as outlined in their IEP.

**** Service Providers:** Include the LM PK teacher and other services providers such as GWAEA Speech, & Language Therapy, Occupation Therapy, Physical Therapy. etc.



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Session Specific Caseload Rubric (AM)				
	0	1	2	3
Number of Students	Less than 11 students total	11-13 students	14-15 students	16 students
Number of Students with class based IEP (adding Full-Time and Part-Time together)	0 FT total students with IEP services	1-3 FT Total Students with IEP services	4 FT total students with IEP services	5 FT total students with IEP services
Current Student Specific Caseload Amount	0	1-18	19-39	40-90
Number of Students with Paraprofessional Support	0	1	2	3+
Number of Students with Functional Behavior Assessment/ Behavior Intervention Plan	0	0	1	2+
Number of Students with Individualized Health Plan and/ or needing toileting supports	0	1	2	3+

Overall Classroom Total: ____/18

NOTES:



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Session Specific Caseload Rubric (PM)				
	0	1	2	3
Number of Students	Less than 11 students total	11-13 students	14-15 students	16 students
Number of Students with class based IEP (adding FT and PT together)	0 FT total students with IEP services	1-3 FT Total Students with IEP services	4 FT total students with IEP services	5 FT total students with IEP services
Current Student Specific Caseload Amount	0	1-18	19-39	40-90
Number of Students with Paraprofessional Support	0	1	2	3+
Number of Students with Functional Behavior Assessment/ Behavior Intervention Plan	0	0	1	2+
Number of Students with Individualized Health Plan and/ or needing toileting supports	0	1	2	3+

Overall Classroom Total: ____/18

NOTES:



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K-12 Caseload Determination

Caseload Determination Considerations for K-12+ Program:

In determining special education teacher caseloads, the Linn-Mar Community School District will use the following values to assign points to the caseloads of each special education teacher in the district. Teacher caseloads will generally range between **17-26** total points. Caseloads will be tentatively set in the spring prior to the school year.

Caseload Determination Timelines

Caseloads will be tentatively set in the spring prior to the next school year. These caseloads may be modified based on summer registration, summer eligibility meetings, and actual fall enrollments. Once the school year begins, teacher caseloads will be reviewed at least twice during the school year by individual district special education teachers in collaboration with their building principal and associate director.

A scheduled review of teacher caseloads will be conducted by the Student Services Department, in collaboration with Student Services Teachers as follows:

- At the beginning of the school year
- When a student is found eligible for K-12 classroom-based services
- By November 30
- By March 15 to plan for the following school year

Caseload Determination Rubric:

The following information will be reviewed and tabulated to determine each Student Service teacher's caseload.

Number of students on roster (1 pt)

Number of students with associate supports (0.5 pt)

% of Removal from Least Restrictive Environment (LRE)

0-25% (0.25 pt)

26-50% (0.5 pt)

51-75% (0.75 pt)

76-100% (1 pt)

Number of students who depend on an adult for Activities of Daily Living (toileting, feeding, standing, etc.) (0.5 pt)

Number of students on Alternate Assessment (including Early Literacy Alternate Assessment (ELAA) and Alt English Language Proficiency Assessment) (0.5 pt)

Number of student with Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP) (0.5 pt)

Number of students on roster who have the following: Speech, PT, OT, AT, Hearing, Vision, O&M and/or nursing services (0.25 pt)

Number of student with Transition Services (14+yrs) (0.25 pt)

Number of teachers you co-teach with regularly (0.25 pt)



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K-12 caseload rubric			
	Point Value	Roster Numbers	Total
Number of students on roster	1		
Number of students with associate supports	0.5		
%Removal from LRE			
0-25 %	0.25		
26-50 %	0.5		
51-75 %	0.75		
76-100 %	1		
Number of students who require adult assistance for Activities of Daily Living (toileting, feeding, standing, etc.)	0.5		
Number of students on Alternate Assessment (including Early Literacy Alternate Assessment (ELAA) and Alt English Language Proficiency Assessment)	0.5		
Number of student with Functional Behavior Assessment (FBA)/Behavior Intervention Plan (BIP)	0.5		
Number of students on roster who have the following: speech, PT, OT, AT, Hearing, Vision, O&M and/or nursing services	0.25		
Number of students with Transition Services (14+yrs)	0.25		
Number of teachers you co-teach with regularly	0.25		
TOTAL:			

Target Range: 17-26



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4) What procedures will a special education teacher use to resolve caseload concerns?

Caseload Determination Review Process:

When a caseload exceeds the total range, it will be reviewed by district Student Services administrators.

Upon review, if there appears to be an overload, the Associate Director of Student Services will arrange a meeting with the Executive Director of Student Services and other district personnel with relevant information (i.e. Principals, special education teachers).

The review group will determine if there is a need for adjustments to a teacher's schedule or roster.

At any other time, a teacher may request a caseload review by submitting, in writing, the request to the building principal and Associate Director of Student Services.

The Associate Director of Student Services will arrange a review of the roster with the Executive Director of Student Services.

A resolution and written decision must be made available to the teacher and principal within 5 school days after the Associate Director of Student Services and Executive Director of Student Services meet.

5) How will the delivery system for eligible individuals meet the targets identified in the state's performance plan and the LEA determination as assigned by the state? What process will be used to evaluate the effectiveness of the delivery system for eligible individuals?

In order to meet the State Performance Plan/Annual Progress Report (SPP/APR) goals, accountability will be addressed in the following ways:

- Individual student IEP goal progress monitoring
- Aggregation of progress monitoring and summative evaluations for groups of students at both school and district levels
- Examination of disaggregated subgroup achievement and SPP/APR data District: Disaggregated by School Levels
- At the district level, IEP subgroup data for each school, along with the plans as described above, will be reviewed on an annual basis by the district's leadership team. IEP student data will also be disaggregated and examined by school level (elementary, middle, high). In addition, the district will examine their SPP/APR data to determine priorities and develop an action plan as needed. If the district meets SPP/APR requirements, both procedural and performance, the delivery system will be considered effective. If the district does not meet requirements, the district will work in collaboration with the State and AEA
- Collect and review feedback data from staff, students, and parents on the service delivery model and receipt of services and supports.



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Assurances

The Linn-Mar Community School District assures it provides a system for delivering instructional services including a full continuum of services and placements to address the needs of eligible individuals aged 3 to 21, and shall provide for the following:

- 1) The provision of accommodations and modifications to the general education environment and program, including settings and programs in which eligible individuals aged 3 through 5 receive specially designed instruction, including modification and adaptation of curriculum, instructional techniques and strategies and instructional materials.
- 2) The provision of specially designed instruction and related activities through cooperative efforts of the special education teachers and general education teachers in the general education classroom.
- 3) The provision of specially designed instruction on a limited basis by a special education teacher in the general classroom or in an environment other than the general classroom, including consultation with general education teachers.
- 4) The provision of specially designed instruction to eligible individuals with similar special education instructional needs organized according to the type of curriculum and instruction to be provided, and the severity of the educational needs of the eligible individuals served.

The Linn-Mar Community School District assures the school board has approved the development of the plan for creating a system for delivering specially designed instructional services.

The Linn-Mar Community School District assures prior to the school board adoption, this delivery system was available for comment by the general public.

The Linn-Mar Community School District assures the delivery system plan was developed by a committee that included parents of eligible individuals, special education teachers, general education teachers, administrators, and at least one AEA representative (selected by the AEA Special Education Director).

The Linn-Mar Community School District assures the AEA Special Education Director verified the delivery system is in compliance with the Iowa Administrative Rules of Special Education.

The Linn-Mar Community School District assures the school board has approved the service delivery plan for implementation.

Referenced:

Iowa Department of Education. (2018). *Iowa's SDI Framework, Revision August 2018*. Retrieved from [https://educate.iowa.gov/media/4442/download?inline=.](https://educate.iowa.gov/media/4442/download?inline=)

23-24 Bus Bid Summary & Recommendation

BUS	ENGINE	HOGLUND BUS CO (IC)	SCHOOL BUS SALES (Bluebird)	TRUCK CENTER CO (Thomas)
77 Pass Conventional	Gasoline	No Bid	\$142,563	No Bid
	LPG	No Bid	\$153,085	No Bid
	Diesel	\$148,899	\$145,538	\$149,879
59 pass body/conventional LIFT BUS	Gasoline	No Bid	\$141,785	No Bid
	LPG	No Bid	\$150,978	No Bid
	Diesel	\$151,299	\$144,585	No Bid

Transportation Department 23-24 Bus Purchase Recommendation:

Equipment type	Price Each	# Units	Sub Total
IC 77 pass conventional, Diesel	\$148,899	3	\$446,697
Bluebird LIFT Bus, Gasoline	\$141,785	1	\$141,785
Total		4	\$588,482

NOTES-

77 Pass Conv

- IC-** All important specs met. Features exceed spec- Dash A/C for driver, electronic stability Control, diagnostic connectivity
- Bluebird-** Bid does not include camera/GPS equipment. **ADD \$2500 for each bus to compensate.**
Important specs unmet- one piece floor, no camera/GPS, one piece stepwell
- Thomas-** Highest base diesel price. Several important specs unmet- no 36" seats, one piece stepwell, one piece flooring, 16 ga body panels

We feel IC provides the best value/\$ in this category and meets all important specs, plus offers additional valuable features, standard.

59 Pass Conv LIFT Bus

- IC-** All important specs met. Features exceed spec- Dash A/C for driver, electronic stability Control, diagnostic connectivity
- Bluebird-** Bid does not include camera/GPS equipment. **ADD \$2500 for each bus to compensate.**
Important specs unmet- no camera/GPS

For the LIFT bid, the one piece floor and stepwell is not as critical due to floor tracking for wheelchair tie downs and reduced stairwell traffic in the nature of specialized operations. Gas or propane power is also preferred for specialized operations due to larger percentage of idle time. For these reasons we recommed the lowest bid, the Bluebird with gasoline power, in this category.



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SCHOOL BOARD MINUTES

MARCH 18, 2024

[Click here for YouTube livestream](#)

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, Foss, Lowe Lancaster, Morey, Thomas, Walker, and Wall. Administration present: Kortemeyer, Galbraith, Wear, Read, Christian, Ramos, and Frick.

200: ADOPTION OF AGENDA – *Motion 154-03-18*

MOTION by Wall to adopt the agenda with the modification of moving items 601-602 to immediately following audience communications. Second by Lowe Lancaster. Voice vote, all ayes. Motion carried.

300: SPECIAL RECOGNITION – Exhibit 300

President Buchholz read a proclamation in honor of the Iowa National Guard and Reserve.

400: AUDIENCE COMMUNICATIONS

(Strategic Plan Priorities 1.0)

1. Christine Lehman-Engledow, resident, Be Smart gun control program
2. Luann Byerly, Resident, Be Smart gun control program
3. Jami Maxon, resident, Be Smart gun control program
4. Angie Weiland, resident, Be Smart gun control program
5. Amy Plotz, resident, Be Smart gun control program

600: UNFINISHED BUSINESS:

601: Review of Financial Proposals

(Strategic Plan Priority 5.0; Board Goal 3.c)

Matt Gillaspie, Managing Director of Finance with Piper Sandler, reviewed the financing proposals received regarding the sale of approximately \$18,000,000 School Infrastructure Sales, Services, and Use Tax Revenue Bonds, Series 2024, for use in the construction of the new performance arts center. Gillaspie made the recommendation for the board to reject the proposals received and pivot to a conventional sale in May.

602: Approval of Financing Proposal – Exhibit 602.1 – *Motion 155-03-18*

MOTION by Morey to reject the JP Morgan Chase bid and reopen for a conventional sale on May 6th as recommended by Matt Gillaspie, Managing Director of Finance with Piper Sandler. Second by Walker. Roll call vote, all ayes. Motion carried.

500: INFORMATIONAL REPORTS/UPDATES/DISCUSSIONS

501: Facilities Advisory Committee

(Strategic Plan Priority 5.0; Board Goal 3.c)

Morey, Buchholz, and Foss reported that the February 28th Facilities Advisory Committee meeting included a tour of the high school athletic facilities, a review of the needs of the various athletic groups, and a brainstorming activity. OPN Architects will compile the information from the brainstorming activity and report on it during the March 20th Facilities Advisory Committee meeting.

502: Marion State of the City Address

(Strategic Plan Priority 1.0; Board Goal 3.d)

Board members reported they enjoyed the March 5th Marion State of the City Address and are excited about the City's progressive collaborations and that they are honored the Mayor is a Linn-Mar alumni.

503: Finance/Audit Committee

(Strategic Plan Priority 5.0; Board Goal 3.c)

Morey reported that the March 5th F/AC meeting centered around the funding of the SAVE bond sales.

504: PPEL Update

(Strategic Plan Priority 5.0; Board Goal 3.c)

Jon Galbraith, Chief Financial/Operating Officer, reported there were 2,843 total votes during the March 5th special election regarding the Physical Plant and Equipment Levy (PPEL) with 2,128 "yes" votes and 715 "no" votes. This reflected 74.8% of voters supporting the renewal of PPEL. Buchholz thanked the community for their support.

505: Budget Update

(Strategic Plan Priority 5.0; Board Goal 3.c)

Superintendent Kortemeyer reviewed the two-year budget process that will include a \$2.5 million reduction for the next school year, timelines, and various impacts on the budget and noted that, unfortunately, the district was in the position of needing to make cuts to both certified and classified staff. Kortemeyer thanked the Cabinet and administrators for all their work on the process.

506: Linn County Conference Board

(Strategic Plan Priority 1.0; Board Goal 3.d)

Buchholz reported that during the March 7th meeting of the Linn County Conference Board the Cedar Rapids City and Linn County budgets were approved.

507: Marion City Council Report

(Strategic Plan Priority 1.0; Board Goal 3.d)

Morey reported that during March 7th Marion City Council meeting the Safe Routes to School Plan was approved (without funding), several purchase agreements were approved related to the Alburnett Road extension project, and a 98-unit, multi-family housing addition was approved that will be located across Highway 13 near the Rookwood Estates area.

508: Legislative Update

(Board Goal 3.c)

Morey reported on several bills that passed the first funnel deadline and shared a handout with the board that included additional information.

509: Superintendent’s Update – Exhibit 509.1

Superintendent Kortemeyer shared several district honors, thanked the community for their support in passing PPEL, reviewed current construction projects and some special events coming up on the calendar, and thanked the staff, students, and families for their support in hosting successful parent-teacher conferences.

700: NEW BUSINESS

701: Set Public Hearing – Motion 156-03-18 *(Strategic Plan Priorities 1.0)*

MOTION by Wall to approve setting a public hearing for 5:00 PM on Monday, March 25th in the boardroom of the Learning Resource Center regarding the proposed tax notice. Second by Morey. Voice vote, all ayes. Motion carried.

702: Set Public Hearing – Motion 157-03-18 *(Strategic Plan Priorities 1.0)*

MOTION by Walker to approve setting a public hearing for Monday, April 8th at 5:00 PM in the boardroom of the Learning Resource Center regarding the Linn-Mar High School extension renovation project. Second by Thomas. Voice vote, all ayes. Motion carried.

703: Approval of Fundraising Requests– Exhibit 703.1 – Motion 158-03-18

MOTION by Wall to approve the fundraising requests as presented in Exhibit 703.1. Second by Lowe Lancaster. Voice vote, all ayes. Motion carried.

704: Early Graduation Requests – Exhibit 704.1 – Motion 159-03-18

MOTION by Walker to approve the early graduation requests as presented. Second by Morey. Voice vote, all ayes. Motion carried. *(Strategic Plan Priority 2.0)*

Dupaty, Ar’Mone	Gross, Ashlyn	Yeisley, Hailee
Fishel, Miles	Sweet, Isaac	

800: CONSENT AGENDA – Motion 160-03-18

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

801: Personnel

Certified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Finchum, Grady	HS: From Student Supervisor to Project Leads the Way (PLTW) Teacher	8/13/24	BA, Step 1

Certified Staff: Extended Leave of Absence

Name	Assignment	Dept Action	Reason
McDonald, Alix	Leave of Absence-Extended for 2024-25 School Year	8/1/24	LMEA 1-Year LOA

Classified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Caton, Megan	NS: NE General Help	3/18/24	PTNS, Step 1
Dede, Skylar	TR: From Regular Sub to Bus Driver	2/6/24	Same

Name	Assignment	Dept Action	Salary Placement
Klein, Kennedy	NS: NE from Lead Cook to Production Manager	3/6/24	\$19.00/hour
Kopecky, Randall	TR: From Regular Sub to Bus Driver	2/23/24	Same
Minehart, Amanda	HS: Student Support Associate	2/29/24	LMSEAA II, Step 1
Parke, Brayden	O&M: Summer Help	3/4/24	\$15.00/hour
Weber, Nicholas	O&M: Athletic Grounds/Facilities Coordinator	3/4/24	SEIU E, Step 1
Wilson, Tyler	WE: Student Support Associate	3/7/24	LMSEAA II, Step 1

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Ampey, Anthony	NE: Production Manager	2/29/24	Personal
Cochet, Sandrine	HS: ELL Associate	5/30/24	Personal
Name	Assignment	Dept Action	Reason
Dilley, Jacob	HS: Student Support Associate	3/8/24	Other employment
Frommelt, Abigail	O&M: District Custodian	3/5/24	Termination

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

Name	Assignment	Dept Action	Salary Placement
Hoover-Grindle, Ian	HS: Head Varsity Girls Swim Coach	2/29/24	\$5,780
Swanson, Marie	HS: Assistant 9/10 Softball Coach	4/29/24	\$3,468

Co/Extracurricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Baldwin, Luke	HS: Assistant Varsity Boys Swim Coach	2/29/24	Personal
Baldwin, Luke	HS: Assistant Varsity Girls Swim Coach	2/29/24	Personal

802: Approval of February 26th Board Minutes – Exhibit 802.1

803: Approval of Bills/Warrants – Exhibit 803.1

804: Approval of Contracts/Agreements – Exhibits 804.1-11

1. OPN Architects: Design services for the LMHS extension renovation project
2. OPN Architects: Design services for the LMHS indoor activities center project
3. Terracon Consultants construction observation and materials testing services for the new performance arts center
4. Bi-State Masonry for repairs to Indian Creek Elementary
5. Bi-State Masonry for repairs to Linn Grove Elementary
6. Cornell College agreement for student teaching/field experience agreement
7. University of Northern Iowa agreement for student teaching/field experience
8. Western Governors University agreement for student teaching/field experience
9. Bound renewal for Let's Go Bound Iowa event management software/services
10. McComas-Lacina Construction agreement for the new performance arts center
11. Peak Construction change order for the new administration building
12. Interagency agreements for special education instructional services with Lisbon CSD (1) and Marion Independent (1). *For student confidentiality, exhibits are not provided.*

805: Overnight Trip Requests – Exhibits 805.1-2

1. FFA to attend SSTFI and State FFA Agriscience Fair at ISU April 4-5, 2024
2. Robotics to attend Seven Rivers FRC Regionals in La Crosse, WI April 3-6, 2024

806: Informational Financial Reports – Exhibit 806.1-2

1. School finances and cash balance reports as of 2/28/23
2. School finances and cash balance reports as of 2/29/24

807: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and board Policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *Items for sale: One 2008 Cummins diesel engine (ISB 6.7, Serial#46736100), approximately 800-900 battery-powered paper towel dispensers, and approximately 300 toilet paper dispensers.*

900: BOARD CALENDAR/COMMUNICATIONS/COMMITTEES

901: Board Calendar & Communications

Buchholz clarified the process for board members to submit special recognition ideas and facilitated a discussion on potential changes to the committee/advisory reps.

Date	Time	Event	Location
Mar 20	5:30 PM	Facilities Advisory Committee	LMHS Lecture Hall
Mar 21	8:30 AM	Finance/Audit Committee (F/AC)	Boardroom
Mar 21	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall
Mar 25	5:00 PM	Special Board Session	Boardroom
Mar 28	11:00 AM	Board Visit	Wilkins Elementary
Date	Time	Event	Location
Apr 2	3:30 PM	Ribbon Cutting Ceremony	New Tennis Courts
Apr 4	5:30 PM	Marion City Council (<i>Morey</i>)	City Hall
Apr 5	6:00 PM	LM School Foundation MANE Event	The Radisson
Apr 8	5:00 PM	Board Meeting	Boardroom
Apr 11	11:00 AM	Board Visit	Excelsior Middle School
Apr 15	5:00 PM	Diversity/Equity/Inclusion Committee (DEI)	Boardroom
Apr 18	--	LM School Foundation Dine Out for Schools Day	--
Apr 18	8:30 AM	Finance/Audit Committee (F/AC)	Boardroom
Apr 18	4:05 PM	Venture Academics Advisory (VAA)	LRC Room 304/305
Apr 18	5:30 PM	Marion City Council (<i>Wall</i>)	City Hall
Apr 22	5:00 PM	Board Meeting	Boardroom
Apr 25	9:00 AM	Board Visit	Bowman Woods Elem
Apr 25	4:00 PM	School Improvement Advisory Committee (SIAC)	Boardroom

Required Board Committees/Advisories

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

Additional District Committees/Advisories

Committee/Advisory	Board Representatives
Diversity/Equity/Inclusion Committee (DEI)	Lowe Lancaster
Venture Academics Advisory (VAA)	Morey, Walker
LMHS School Counselors Advisory	Lowe Lancaster
MEDCO Community Promise Advisory	Wall
Linn County Conference Board	Buchholz
Legislative Liaisons	Morey, Walker

1000: ADJOURNMENT – Motion 161-03-18

MOTION by Walker to adjourn the meeting at 6:49 PM. Second by Lowe Lancaster. Voice vote, all ayes. Motion carried.

Barry Buchholz, Board President

Jon Galbraith, Board Secretary/Treasurer



INSPIRE LEARNING.
UNLOCK POTENTIAL.
EMPOWER ACHIEVEMENT.

**LMCSD BOARD OF DIRECTORS
SPECIAL SESSION MINUTES
March 25, 2024**

100: CALL TO ORDER & DETERMINATION OF A QUORUM

A special session of the Linn-Mar Board of Directors 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, Foss, Lowe Lancaster, Morey, Thomas, Walker, and Wall. Administration present: Kortemeyer and Galbraith.

200: ADOPTION OF AGENDA – *Motion 162-03-25*

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

300: SPECIAL SESSION

301: Public Hearing

President Buchholz shared information on the proposed property tax levy notifications distributed by the Linn County Auditor and clarified that any comments shared must pertain to the proposed tax notice only. Public comments were received from the following residents: Roger Hatcher, Jerry Vuichard, Geralyn Jones, and Randy Walker.

400: ADJOURNMENT – *Motion 163-03-25*

MOTION by Walker to adjourn the session at 5:18 PM. Second by Foss. Voice vote, all ayes. Motion carried.

Barry Buchholz, Board President

Jon Galbraith, Board Secretary/Treasurer

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 03/08/2024 - 04/03/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,785.39
HASTY AWARDS	GENERAL SUPPLIES	\$266.30
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$110.28
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$471.54
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$110.28
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$471.54
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$493.55
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$578.44
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$868.13
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.51
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$509.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$199.96

Fund Total: \$5,968.82

Fund: GENERAL

A-1 RENTAL, INC	RENTALS EQUIPMENT	\$141.70
ACUTRANS	Professional Educational Services	\$259.20
ADVANCE AUTO PARTS	TRANSP. PARTS	\$222.93
ADVANTAGE CHIROPRACTIC	PHYSICALS	\$320.00
ADVANTAGE RECORDS MANAGEMENT	GENERAL SUPPLIES	\$112.81
AGVANTAGE FS	GREASE,OIL,LUBE,COOL	\$464.93
AGVANTAGE FS	PROPANE	\$8,885.10
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$2,370.00
ALLIANT ENERGY	ELECTRICITY	\$83,168.14
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$20,841.42
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$11.06
ANDERSON LOU ANN	STAFF TRAVEL	\$8.00
ARNOLD BRIANNE	STAFF TRAVEL	\$23.00
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$555.75
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$33.99
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$47.26
ASIFLEX	EE LIAB-FLEX DEP CARE	\$16,914.76
ASIFLEX	EE LIAB-FLEX HEALTH	\$11,236.00
AT & T MOBILTY	INTERNET	\$1,257.37
AZAM HAMAD	MISC REVENUE	\$19.00
B & H PHOTO	INSTRUCTIONAL SUPPLIES	\$1,110.00
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$851.99
BHUSHAN HIMANSHU	STUDENT FEES	\$49.00
BIO-RAD LABORATORIES, INC	INSTRUCTIONAL SUPPLIES	\$1,015.38
BLUM DAVID	STAFF TRAVEL	\$125.50
BRECKE	REPAIR/MAINT SERVICE	\$491.27
BURGESS GAYLA	STAFF TRAVEL	\$35.00
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$150.00

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 03/08/2024 - 04/03/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
C.J. COOPER & ASSOCIATES	PHYSICALS	\$100.00
CAPITAL ONE	INSTRUCTIONAL SUPPLIES	\$144.89
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$38,939.09
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$163.89
CDW - GOVERNMENT	COMP/TECH HARDWARE	\$100.00
CEDAR RAPIDS TIRE	REPAIR PARTS	\$312.00
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,217.90
CENTRAL PETROLEUM EQUIPMENT CO	OTHER TECH SER	\$1,330.70
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$7,183.29
CENTURYLINK	TELEPHONE	\$2,434.37
CERWICK BRENDA	Professional Educational Services	\$630.00
CHIROPRACTIC OF IOWA	PHYSICALS	\$110.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$353.76
CITY OF MARION	OTHER PROFESSIONAL SERVICES	\$100.00
COE COLLEGE	DUES AND FEES	\$150.00
COLLECTION	EE LIAB-GARNISHMENTS	\$1,952.99
CRESCENT PARTS & EQUIPMENT CO., INC	ELECTRICAL SUPPLY	\$2,972.53
CRISIS PREVENTION INSTITUTE INC	PROF SERV: EDUCATION	\$4,848.45
CULLIGAN	GENERAL SUPPLIES	\$740.47
DELTA DENTAL OF IOWA	ER LIAB-DENTAL INS	\$51,445.94
DEPARTMENT OF EDUCATION	DUES AND FEES	\$3,450.00
DES MOINES PUBLIC SCHOOLS	PROF SERV: EDUCATION	\$3,109.80
DONOVAN GROUP I	OTHER PROFESSIONAL SERVICES	\$6,000.00
DOORS INC	MAINTENANCE SUPPLIES	\$120.00
DRINKALL LISA	STAFF TRAVEL	\$17.10
DRY CLEANING PLUS	INSTRUCTIONAL SUPPLIES	\$498.00
ELECTRICAL ENGINEERING & EQUIPMENT CO.	ELECTRICAL SUPPLY	\$194.90
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$320.00
FAREWAY STORES	GENERAL SUPPLIES	\$57.34
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$75.51
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,471,743.82
FASSELIUS CASEY	STAFF TRAVEL	\$62.75
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$346.49
FONTENOT JOSEPH	OFFICIAL/JUDGE	\$130.00
GALBRAITH JON	STAFF TRAVEL	\$132.80
GASWAY CO, J P	GENERAL SUPPLIES	\$43,975.31
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$812.33
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$22,168.18
GRAINGER	GENERAL SUPPLIES	\$79.01
GRANT WOOD AEA	ADVERTISING	\$2,005.00
GRANT WOOD AEA	GENERAL SUPPLIES	\$50.00
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$1,484.84
GRANT WOOD AEA	PROF SERV: EDUCATION	\$91,000.00
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$4,363.96
HALVERSON GINGER	STAFF TRAVEL	\$158.70

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 03/08/2024 - 04/03/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$29,137.22
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$120.00
HAYES BETH	STAFF TRAVEL	\$115.65
HEMESATH CORTNEE	STAFF TRAVEL	\$106.00
HENNINGS KELLY	STAFF TRAVEL	\$49.65
HERFF JONES	GENERAL SUPPLIES	\$4,182.10
HICKS JESSIE	STAFF TRAVEL	\$10.80
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$584.88
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$109.95
IMON COMMUNICATIONS LLC	TELEPHONE	\$1,689.67
INSTRUMENTALIST AWARDS	INSTRUCTIONAL SUPPLIES	\$218.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$69,417.89
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$296,820.68
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$69,417.89
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$296,820.68
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$369,337.51
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$880.75
INVOLTA	OTHER TECH SER	\$109.20
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$56,553.04
IOWA DEPT. OF INSPECTIONS & APPEALS	OTHER PROFESSIONAL SERVICES	\$1,200.00
IOWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$6,265.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$359,497.94
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$539,532.92
IOWA SAFE SCHOOLS	DUES AND FEES	\$80.00
IOWA SHARES	EE LIAB-CHARITY	\$23.00
IOWA TESTING PROGRAMS	CONSUMABLE WORKBOOKS	\$20,272.00
ISFIS	OTHER PROFESSIONAL SERVICES	\$714.00
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$57.12
JVA MOBILITY	INSTRUCTIONAL SUPPLIES	\$2,885.75
KAMINSKI JULIE	STAFF TRAVEL	\$8.00
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$190.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$400.00
KOENEN KARLA	STAFF TRAVEL	\$35.95
KORTEMAYER AMY	STAFF TRAVEL	\$150.00
LAWSON PRODUCTS, INC	MAINTENANCE SUPPLIES	\$159.83
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$3,170.80
LINN CO-OP OIL	DIESEL	\$16,108.60
LINN CO-OP OIL	GASOLINE	\$12,771.50
LINN CO-OP OIL	GREASE,OIL,LUBE,COOL	\$557.04
LINN COUNTY REC	ELECTRICITY	\$40,559.00
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$337.74
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$250.00
LITERATI, INC	LIBRARY BOOKS	\$4,077.61
LUCK'S MUSIC LIBRARY	GENERAL SUPPLIES	\$476.73
LYNCH FORD	TRANSP. PARTS	\$117.18

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 03/08/2024 - 04/03/2024

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Vendor Name	Description	Check Total
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,670.75
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,308.96
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$240.00)
MARCO TECHNOLOGIES, LLC	Copies	\$9,555.14
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$734.58
MARION INDEPENDENT SCHOOLS	Professional Educational Services	\$1,200.00
MARION IRON CO.	GENERAL SUPPLIES	\$42.54
MARION JANITORIAL SUPPLY CO	GENERAL SUPPLIES	\$1,368.35
MARION JANITORIAL SUPPLY CO	INSTRUCTIONAL SUPPLIES	\$975.39
MARION WATER DEPT	WATER/SEWER	\$9,715.99
MARTENS NICK	STAFF TRAVEL	\$60.00
MAVERICK POWERSPORTS,LLC	MAINTENANCE SUPPLIES	\$449.70
MEDIACOM	TELEPHONE	\$286.90
MEDICALESHP INC	INSTRUCTIONAL SUPPLIES	\$857.93
MENARDS -13127	GENERAL SUPPLIES	\$1,095.54
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$579.80
MERCYCARE BUSINESS HEALTH SOLUTIONS	OTHER PROFESSIONAL SERVICES	\$105.00
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$611,171.31
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	(\$130.12)
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,290.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$38,571.24
MID AMERICAN ENERGY	NATURAL GAS	\$7,322.18
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$21,552.55
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR PARTS	\$3,776.76
MIDWEST CARWASH SYSTEMS	GENERAL SUPPLIES	\$590.00
MOHASCI KATIE	STUDENT FEES	\$129.00
MOSYLE CORPORATION	COMPUTER SOFTWARE	\$8,486.50
MTI DISTRIBUTING INC	REPAIR PARTS	\$255.41
NATIONAL ASSOC OF SCHOOL NURSES	DUES AND FEES	\$837.00
ORKIN PEST CONTROL	OTHER PROFESSIONAL SERVICES	\$695.00
PARTS TOWN, LLC	GENERAL SUPPLIES	\$1,275.07
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$363.45
PERKINS CHRISTINE	MISC REVENUE	\$10.00
PFEIL ANGELA	STAFF TRAVEL	\$53.30
PFEIL REBEKAH	STAFF TRAVEL	\$5.90
PIRNAT MICHAELA	STAFF TRAVEL	\$62.10
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$242.79
POINTCORE GRAPHIC SOLUTIONS	GENERAL SUPPLIES	\$55.08
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$1,322.73
PUSH-PEDAL-PULL	OTHER PROFESSIONAL SERVICES	\$180.00
RAUSCH ERICA	STAFF TRAVEL	\$21.70
RESOUND	INSTRUCTIONAL SUPPLIES	\$171.95
RIFTON	INSTRUCTIONAL SUPPLIES	\$339.00
RIVERSIDE INSIGHTS	INSTRUCTIONAL SUPPLIES	\$1,110.00
ROBERTSHAW KIRSTEN	STAFF TRAVEL	\$13.50

Linn-Mar Community School District

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Date Range: 03/08/2024 - 04/03/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$596.44
ROTO-ROOTER	REPAIR/MAINT SERVICE	\$310.00
ROUNDS TRACY	STAFF TRAVEL	\$33.15
ROYAL IMAGING SUPPLIES	GENERAL SUPPLIES	\$153.80
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$153.80
SADLER POWER TRAIN	TRANSP. PARTS	\$26.88
SANTAT DANIEL	GENERAL SUPPLIES	\$1,750.00
SAVILLE BRENDA	STAFF TRAVEL	\$27.00
SCHOLASTIC BOOK FAIR INC	LIBRARY BOOKS	\$5,854.06
SCHOLASTIC INC.	LIBRARY BOOKS	\$1,940.58
SCHOOL ADMINISTRATORS OF IOWA	OTHER PROFESSIONAL SERVICES	\$110.00
SCHULT BARBARA	STAFF TRAVEL	\$40.80
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$161.50
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$573.75
SCOTT RODNEY	STAFF TRAVEL	\$101.00
SESKER KENT	OFFICIAL/JUDGE	\$130.00
SHERWIN-WILLIAMS	REPAIR/MAINT SERVICE	\$530.05
SHI INTERNATIONAL CORP	COMPUTER SOFTWARE	\$10,144.70
SMITH OLIVIA	STAFF TRAVEL	\$12.10
STANDARD BEARINGS	GENERAL SUPPLIES	\$490.28
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$14.50
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,018.00
SWAMP FOX BOOKSTORE	LIBRARY BOOKS	\$196.57
SYNOVIA SOLUTIONS, LLC	DUES AND FEES	\$323.35
SYNOVIA SOLUTIONS, LLC	OTHER TECH SER	\$323.35
THE FILTER SHOP, INC	GENERAL SUPPLIES	\$6,917.35
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$637.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$88.74
TO THE RESCUE	PROF SERV: EDUCATION	\$1,425.00
TOTAL SCAPES, INC	GROUNDS UPKEEP	\$2,100.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$163,586.79
TRI-CITY ELECTRIC COMPANY OF IOWA	GENERAL SUPPLIES	\$2,437.50
TRI-CITY ELECTRIC COMPANY OF IOWA	TECH REPAIRS/MAINTENANCE	\$511.76
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$120.00
VAN METER CO	ELECTRICAL SUPPLY	\$1,188.18
VERIZON WIRELESS	TELEPHONE	\$360.78
VERNIER SOFTWARE & TECHNOLOGY	INSTRUCTIONAL SUPPLIES	\$664.06
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$82,526.96
WALSH DOOR & HARDWARE	GENERAL SUPPLIES	\$453.00
WEST MUSIC CO	EQUIPMENT REPAIR	\$871.42
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$3,661.49
WINDSTAR LINES	TRANSP PRIVATE CONT	\$3,038.50
WOOLVERTON PRINTING CO	ADVERTISING	\$5,500.15

Fund Total: \$7,199,530.25

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 03/08/2024 - 04/03/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
Fund: LOCAL OPT SALES TAX		
B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$33,697.43
BYTESPEED LLC	COMP/TECH HARDWARE	\$15,990.00
HAWKEYE ELECTRICAL CONTRACTORS	CONSTRUCTION SERV	\$1,140.00
SOTER TECHNOLOGIES LLC	COMP/TECH HARDWARE	\$9,020.00
TRI-CITY ELECTRIC COMPANY OF IOWA	OTHER PROFESSIONAL SERVICES	\$3,870.00
Fund Total:		\$63,717.43
Fund: MANAGEMENT LEVY		
EMC INSURANCE	Professional Liability/Errors & Omissions	\$905.40
EMC INSURANCE	Vehicle Insurance	\$920.20
Fund Total:		\$1,825.60
Fund: NUTRITION SERVICES		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$664.72
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$23,272.42
CATON MEGAN	GENERAL SUPPLIES	\$12.00
DEUTMEYER HEIDI	UNEARNED REVENUE	\$282.60
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$62,772.32
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,203.19
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$5,144.49
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,203.19
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$5,144.49
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$3,064.90
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$10,899.26
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$16,357.51
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$177.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$185.14
MARCO TECHNOLOGIES, LLC	Copies	\$7.06
MAURER CAROL	GENERAL SUPPLIES	\$45.00
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$21,823.61
NUTRISLICE, INC	COMPUTER SOFTWARE	\$3,382.56
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$3,257.97
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$721.00
SCHOOL NUTRITION ASSOCIATION	DUES AND FEES	\$166.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1,494.01
UMASHANKER RAPOLU	UNEARNED REVENUE	\$50.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00
Fund Total:		\$161,550.94
Fund: PHY PLANT & EQ LEVY		
CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$2,375.00
DRYSPACE INC	CONSTRUCTION SERV	\$4,033.69
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
JOHNSON CONTROLS	BLDG. CONST SUPPLIES	\$9,338.54
MHC Kenworth Cedar Rapids	VEHICLE REPAIR > \$2500	\$12,940.49
OPN ARCHITECTS, INC.	ARCHITECT	\$43,275.00

Linn-Mar Community School District

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Date Range: 03/08/2024 - 04/03/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$2,025.70
STREFF ELECTRIC INC	CONSTRUCTION SERV	\$1,293.75
Fund Total:		\$78,782.17
Fund: PUB ED & REC LEVY		
B&M CONSTRUCTION LLC	CONSTRUCTION SERV	\$25,420.87
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,100.06
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	\$140.74
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$180.95
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$271.56
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	\$343.50
TENNIS SERVICES OF IOWA	GROUNDS UPKEEP	\$1,188.25
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$100.89
TRI-CITY ELECTRIC COMPANY OF IOWA	OTHER PROFESSIONAL SERVICES	\$5,130.00
Fund Total:		\$35,303.32
Fund: SALES TAX REVENUE BOND CAP PROJECT		
PEAK CONSTRUCTION	CONSTRUCTION SERV	\$1,585,082.85
Fund Total:		\$1,585,082.85
Fund: STUDENT ACTIVITY		
AL-YASSIRI LATIF	OFFICIAL/JUDGE	\$140.00
AMY WHITE PHOTOGRAPHY	GENERAL SUPPLIES	\$575.00
ANKENY SCHOOLS	DUES AND FEES	\$200.00
APPLE COMPUTER INC	GENERAL SUPPLIES	\$449.00
BETTER BASEBALL INC	GENERAL SUPPLIES	\$799.76
BSN SPORTS	GENERAL SUPPLIES	\$4,771.50
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES	\$120.00
CORNELL COLLEGE	DUES AND FEES	\$250.00
CORRIDOR PHOTO BOOTHS	PROF SERV: EDUCATION	\$400.00
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$1,864.56
DB ACOUSTICS INC	GENERAL SUPPLIES	\$1,516.86
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,612.10
FEDEX	GENERAL SUPPLIES	\$57.61
HALVERSON GINGER	GENERAL SUPPLIES	\$221.72
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$47.41
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$202.65
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$47.41
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$202.65
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$68.31
IOWA FBIA-9388	DUES AND FEES	\$3,409.00

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 03/08/2024 - 04/03/2024

Fiscal Year: 2023-2024

Vendor Name	Description	Check Total
IOWA FBLA-9388	STAFF TRAVEL	\$3,400.00
IOWA HIGH SCHOOL SPEECH ASSOC	DUES AND FEES	\$13.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$235.33
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$353.17
JAZZ EDUCATORS OF IOWA	DUES AND FEES	\$150.00
JEFFERSON HIGH SCHOOL	DUES AND FEES	\$110.00
JONES SCHOOL SUPPLY CO.,INC	GENERAL SUPPLIES	\$107.50
JOSTENS, INC	GENERAL SUPPLIES	\$504.00
KENNEDY HIGH SCHOOL	DUES AND FEES	\$400.00
LEHMAN JAY	STAFF TRAVEL	\$448.00
LEVEL 10	GENERAL SUPPLIES	\$97.42
LRS PORTABLES OF IOWA	DUES AND FEES	\$45.75
MCMASTER-CARR	GENERAL SUPPLIES	\$89.45
MENARDS -13127	GENERAL SUPPLIES	\$1,638.60
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES	\$132.00
MIDLAND COMMUNITY SCHOOL	DUES AND FEES	\$120.00
MOE TONYA	STAFF TRAVEL	\$622.00
MONTICELLO SPORTS	GENERAL SUPPLIES	\$4,515.00
READ PHOTOGRAPHY	GENERAL SUPPLIES	\$485.00
RIDDELL ALL-AMERICAN	GENERAL SUPPLIES	\$8,159.95
SALINAS CIRILO	OFFICIAL/JUDGE	\$182.32
SHANLEY STEVE	GENERAL SUPPLIES	\$3,250.00
SIGN PRO	GENERAL SUPPLIES	\$350.00
SMITH TIMOTHY C	OFFICIAL/JUDGE	\$120.00
SOCCER.COM	GENERAL SUPPLIES	\$334.90
THE SIGN SPOT	GENERAL SUPPLIES	\$800.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$28.96
TREETOP PRODUCTS, LLC	GENERAL SUPPLIES	\$1,461.34
WARTBURG COLLEGE	DUES AND FEES	\$250.00
WASHINGTON HIGH SCHOOL-23046	DUES AND FEES	\$115.00
WEST HIGH SCHOOL	DUES AND FEES	\$125.00

Fund Total: \$46,599.23

Grand Total: \$9,178,360.61

End of Report

AGREEMENT FOR PROVISION OF DAY CARE SERVICES

This Agreement is made this 1st day of June 2024, between the Linn-Mar Community School District, hereinafter referred to as DISTRICT, and Hand In Hand, a licensed childcare provider, pursuant to Iowa Code §279.49. (Note this contract supersedes the previous daycare services contract between the aforementioned parties that was dated June 3, 2024.)

Recitals

The DISTRICT sets forth this agreement for the operation of a program at **Echo Hill Elementary**, 400 Echo Hill Road, Marion, IA; **Indian Creek Elementary**, 2900 Indian Creek Road, Marion, IA.; **Bowman Woods Elementary**, 151 Boyson Road NE, Cedar Rapids, IA, **Linn Grove Elementary**, 2301 50th St. Marion, IA; **Novak Elementary**, 401 29th Ave. Marion, IA, **Wilkins Elementary**, 2127 27th Ave. Marion, IA and **Westfield Elementary**, 901 East main Street NE, Robins, IA to provide before and after school childcare and summer childcare to students enrolled in kindergarten through grade four. Hand In Hand recognizes that continuity of personnel, program quality, and maintaining the low cost of a program is important to both the DISTRICT and the parents who use this service. The DISTRICT and Hand in Hand sets forth in writing the terms and conditions of their agreement and understanding.

IT IS THEREFORE AGREED AS FOLLOWS:

Appointment. The DISTRICT hereby grants Hand In Hand. the contract to offer a before and after school childcare and summer childcare programs at Echo Hill Elementary(85), Indian Creek Elementary(83), Bowman Woods Elementary(65), Novak(98), Wilkins (70), Linn Grove (85) and Westfield Elementary(100) to students enrolled in Linn- Mar schools' kindergarten (or age 5 per HIH director digression) through grade four (with consideration of requests for exceptions to serve students in grades 5-8 with special needs - as approved annually on a case by case review by the Executive Director of Student Services and the Department of Human Services).

Location

School year before and after school childcare: the aforementioned before and after school childcare will be housed in the multipurpose room at **Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Linn Grove Elementary, Novak Elementary, Wilkins Elementary and Westfield Elementary.** This space shall be available Monday through Friday, from 6:00 a.m. until the first bell and from the last bell until 6:00 p.m. on days when school is in session. During the school year on scheduled in-service days, emergency days, and days mutually agreed upon by the DISTRICT and provider, the space shall be available from 6:00 a.m. to 6:00 p.m. In addition, the DISTRICT grants Hand In Hand, his/her agents, employees, clients, and other persons doing work for or business with Hand In Hand, that is related to this agreement, the right to use the common areas consisting of the parking area, roadways, pathways, sidewalks, and entrances and exits designated by the DISTRICT for common use, subject to the terms and conditions of this agreement. The DISTRICT further grants Hand In Hand access to the outdoor play area at such times as may be mutually agreed upon between the school principal and Hand In Hand.

Summer childcare program: During the summer, the designated primary space (multipurpose room and gym) shall be available from 6:00 a.m. to 6:00 p.m. In addition, the DISTRICT grants Hand In Hand, his/her agents, employees, clients, and other persons doing work for or business with Hand In Hand that is related to this agreement, the right to use the common areas consisting of the parking area, roadways, pathways, sidewalks, entrances and exits designated by the DISTRICT for common use, subject to the terms and conditions of this agreement. The DISTRICT further grants Hand In Hand access to the outdoor play area at such times as may be mutually agreed upon between the school principal and Hand In Hand. See use of premises section for use of other areas. The DISTRICT will notify Hand In Hand in the Spring which buildings will be available for summer use due to construction, DISTRICT programs, or other circumstances.

Rental. Hand In Hand agrees to rent the multipurpose room and gym (as available) at **Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Novak Elementary, Linn Grove Elementary, Wilkins Elementary and Westfield Elementary** for the monthly fee of \$1100 per building during the 2024/2025 school year and \$1200 per building during the 2025/2026 school year. The summer fee for rental of the multipurpose room and gym per building will be \$1900 for summer of 2024 and \$1950 for summer of 2025. (The "summer" consists of 3 complete months - June, July, August. Overlapping school days with summer childcare during June or August will be pro-rated).

During the school year the gyms at Echo Hill Elementary, Indian Creek Elementary, Bowman Woods Elementary, Novak Elementary, Linn Grove Elementary, Westfield Elementary, and Wilkins Elementary may be available for use from 3:45pm-4:45pm by the provider. DISTRICT and/or Building programming activities will take priority for use of gym space. The provider will have the option to use the gym space at any available time during that month; not already scheduled by the DISTRICT. The DISTRICT and/or Building Administrator will inform the provider when the gym space is not available. The DISTRICT reserves the right to use the gym on a reserved day, as needed, for school-sponsored programming, provided the principal gives at least 7 days advance notice to the Business Office and the Provider. Use of the gym is included in the monthly rent.

Hand In Hand shall advise the DISTRICT on or before April 1st of any intention to discontinue renting the space for the following year.

Use of Premises. Hand In Hand covenants and agrees during the term of this agreement to use and to occupy the leased premises only for the operation of a before and after school childcare program or the summer childcare program. Should Hand In Hand desire to use other areas in the school (for example, kitchen, stoves, prep areas, etc.), Hand In Hand staff must first request use and receive approval from the building principal; use the space appropriately; and be responsible for cleaning/returning the space to the condition it was in prior to their use.

In the event the DISTRICT determines that overtime custodial service may be necessary (paid holiday day), the provider will be responsible for the overtime custodial wages at the overtime rate of pay at 3.5 times their normal pay. The DISTRICT will provide Hand In Hand a yearly calendar of school dates as soon as approved by the school board. All non-workdays due to holidays will be communicated with Hand In Hand as established by the DISTRICT. Winter holiday dates will be communicated by December 1 of that year. Any day that the DISTRICT closes school due to weather conditions, the provider will also be closed for the day. Any day that the DISTRICT delays the start of school by two hours due to weather conditions, Hand In Hand will delay their start time by two hours. Any day that the DISTRICT dismisses school early due to weather conditions, Hand In Hand will not provide after-school care.

Hand In Hand will include the fee for one swipe card per child into the registration fee for families. Each family will be provided one swipe card to be used to access the building in the mornings and afternoons. Hand In Hand will pay the DISTRICT the cost of one card per family. Hand In Hand will provide the DISTRICT with the information to program cards for families and inform the DISTRICT of any lost cards. The DISTRICT will be responsible for programming cards. If a family wishes to request additional cards or needs to replace a lost card, they will work with Hand In Hand to submit the technology ticket and pay the cost for the additional card. The cost per card is \$10.00. Cards will be used during the school year and summer.

In response to any other future health emergencies, Hand In Hand agrees to follow all DISTRICT guidelines, restrictions, and guidance.

Agreement for Provision of Extended Care Service

Care and Maintenance of Premises. Hand In Hand takes said premises in their present condition except for such repairs and alterations as may be expressly herein provided. The DISTRICT will keep the roof, walls, and other structural parts of the building in good repair. The DISTRICT shall provide custodial services including trash, garbage, cleaning supplies, and snow removal and shall pay for all utilities and heat for the before and after school childcare program and the summer childcare program areas. Hand In Hand shall care for and maintain said premises in a reasonably safe and serviceable condition. Except for normal wear and tear, Hand In Hand will not permit or allow said premises to be damaged or depreciated in value by his/her own act or negligence or any act of negligence of his/her agents, employees, or the students enrolled in the before and after school childcare program or the summer childcare program. Hand In Hand will make no unlawful use of said premises and agrees to comply with all valid regulations of the Board of Health and the Department of Human Services, city ordinances, or applicable municipality, the law of the State of Iowa and the federal government. This provision shall not be construed as creating any duty by Hand In Hand to the general public.

Assignment and Subletting. Hand In Hand may not mortgage, pledge, assign, or otherwise encumber his/her interests in this agreement or sublease the property which he/she is renting. If for any reason, Hand In Hand ceases doing business as Hand In Hand, and/or ceases to be licensed childcare provider, Hand In Hand must notify an official of the DISTRICT immediately. The DISTRICT retains the right to revoke this agreement by written notice at any time after such notification.

Standards of Operation. Hand In Hand agrees to operate a before and after school childcare and summer childcare programs in compliance with the DISTRICT'S standards. Hand In Hand will confer with the DISTRICT on the programs offered, the fees charged and all other matters of importance to the school administration. Hand In Hand will provide a copy of the fee schedule on an annual basis to the Business Office as well as provide any other information that is requested due to state reporting requirements. In the event of a disagreement regarding these matters, Hand In Hand, agrees to abide by standards set by the DISTRICT. In the event of severe inclement weather and the DISTRICT must close, provider will agree to leave premises as soon as children are safely relocated. The DISTRICT retains the right to revoke this agreement via written notice in the event Hand In Hand fails to operate the before and after school childcare and summer childcare programs in compliance with the DISTRICT standards.

Insurance. Hand In Hand shall procure, maintain, and provide the DISTRICT with proof of a bodily injury and property damage liability policy in the following limits and add the DISTRICT as an additional insured under the policy:

- a. \$1,000,000 aggregate limit of liability and property damage,
- b. Split limits of \$250,000 for each person and \$5,000,000 for each accident for bodily injury liability, and \$100,000 for property damage, and
- c. \$1,000,000 umbrella coverage.

Hand In Hand shall deliver to the DISTRICT, promptly after this agreement commences, insurers' certificates evidencing all insurance that Hand In Hand must maintain under this agreement and within thirty (30) days before any such insurance expires, another certificate evidencing its renewal.

Terms. Except as herein and otherwise provided, this agreement shall remain in force and effect for the summer of 2024 through the end of the 2025/2026 school year. This agreement shall, subject to applicable state law, terminate at the end of the stated term or if written notice of termination is sent by either party to the other at least ninety (90) days in advance of such termination. The agreement will be reviewed annually in January at which time either party can terminate the agreement at the end of the current school year with good cause.

The DISTRICT retains the right to revoke this agreement in the event Hand In Hand is no longer licensed by the State of Iowa as a childcare center pursuant to Iowa Code 237A, or Hand In Hand fails to maintain adequate insurance coverage. Hand In Hand is obligated to notify the DISTRICT immediately in the event of a change of nature described above occurs.

Indemnification/Independent Contractor Status. Hand In Hand and DISTRICT are independent contractors, and shall not be construed as joint ventures, partners, agents, servants, or employees of each other. Hand In Hand shall indicate its independent status on any advertising or signs it may use. Further, Hand In Hand, shall indemnify and hold the DISTRICT harmless from and against any and all loss, damage, liability and expenses incurred arising from a violation of this agreement and from any and all claims, damages, causes of action, or suits arising out of the business operations of Hand In Hand, including any made by employees by Hand In Hand.

Agreement for Provision of Extended Care Service

Compliance with Laws. Hand In Hand shall comply with all applicable laws, statutes, ordinances, orders or codes of any public or governmental authority having jurisdiction over its business operations.

Waiver. Failure of either party to enforce any of the provisions of this agreement or to exercise any rights or remedies granted herein shall in no way be deemed to be a waiver of such provisions or in any way affect the validity of this agreement. An exercise by either party of any of the rights or remedies contained in this agreement shall not prohibit them from exercising the same or any other rights thereafter. All rights and remedies are cumulative and severable.

Notices. All notices required to be sent to the DISTRICT shall be sent by registered or certified mail addressed to the Linn- Mar Community School District at its office located at 2999 North 10th Street, Marion, IA 52302, or at such other address as the DISTRICT shall designate in writing. All notices required to be sent to Hand In Hand shall be sent by registered or certified mail addressed to: Hand In Hand, 3524 35th Ave, Marion, IA 52302, or at other such address as Hand In Hand shall designate in writing.

Separability of Provisions. Should any part of this agreement between the DISTRICT and Hand In Hand be found to be illegal, or in violation of public or Board Policy, or for any other reason unenforceable in law, such findings shall in no event invalidate the other parts of this agreement.

Entire Agreement. This agreement between the DISTRICT and Hand In Hand encompasses all of the terms and conditions and representations made by either party and supersedes any other agreement discussed by the parties. This agreement may not be amended except in writing signed by the parties to this agreement.

Applicable Law. This agreement has been made in the State of Iowa and shall be interpreted and construed in accordance with the laws of that state.

In Witness Whereof, the parties have executed this agreement on the date indicated.

3/18/24

Date



Kathy Kolthoff
Owner/Executive Director
Hand In Hand

Date

Barry Buchholz
School Board President
Linn-Mar Community School District

Date

Jon Galbraith
Board Secretary
Linn-Mar Community School District

**AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM BETWEEN
THE LINN-MAR COMMUNITY SCHOOL DISTRICT AND
HAND IN HAND EARLY CARE AND EDUCATION CENTER**

This Contract is entered into between the Linn-Mar Community School District, 2999 North 10th Street, Marion, Iowa 52302, hereinafter referred to as District, and Hand In Hand Early Care and Education Center, located at 905 Barrington Parkway, Marion, Iowa 52302, hereinafter referred to as Center.

Program: The Linn-Mar Community School District and Hand In Hand Early Care and Education Center are entering into this Contract for the purpose providing space for an educational four-year-old program. Programs will be held at both the Barrington Parkway location and 3524 35th Avenue. The Program shall consist of a half-day class providing services to students in a morning session from 8:15 a.m. to 11:15 a.m., Monday through Friday, and an afternoon session from 12:30 to 3:30 p.m., Monday thru Friday, per the agreed upon preschool calendar.

Term: The term of this Contract shall be from August 23, 2024, to June 14, 2025. The parties may renew this contract for subsequent school years upon the written agreement of the parties. Either party may terminate the contract with or without cause upon sixty (60) days written notice to the other. Notice shall be deemed to have been given if delivered or mailed to a representative of the party at the address set forth below.

Center Responsibilities

Center is an approved and licensed child development center by the Department of Human Services (DHS). Center agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time Center shall no longer be DHS approved or licensed, District may terminate this Contract.

The Center agrees to provide a full-time appropriately licensed teacher and associate with program qualifications to teach in the Program. The Center shall be responsible for all cost, including salary and benefits, for the teacher. Any employee of the Center assigned to teach at the facility will remain an employee of the Center and shall not be considered an employee of the District for any purpose. District shall be entitled to supervise and observe any assigned teacher during the hours of operation of the program. District will support the Center classroom through collaboration and weekly visits to Center classroom and staff.

The Center will provide the District audit-quality documentation of expenditures allocated to Statewide Voluntary Preschool Programming. At a minimum, such documentation will be provided to the District on a quarterly basis. However, the District reserves the right to request such documentation at any time during the term of this agreement.

At the end of the agreement term (June 14, 2025), the Center will return any unused SWVPP funds to the District.

District Responsibilities

The District shall provide an approved curriculum for such class and shall provide any necessary supporting materials for the curriculum. The District's coordinator assigned to the Program shall be responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

The District shall be responsible for determining special education and related services categorization and placement in accordance with state and federal law and shall be responsible for any special costs or programming involved for students enrolling with an individual education plan (IEP).

District shall not be responsible for providing transportation for any students enrolled in the program. Transportation for field trips planned by the Center will be provided by the Center.

Students: Students shall be required to complete the District enrollment process in order to be enrolled in the Program and shall be subject to all of District policies, practices, and procedures. District shall be responsible for monitoring attendance requirements.

Calendar: The Program shall conduct classes according to District's school calendar for each day that classes are in session with a starting date of September 03, 2023.

School Records: District and Center shall cooperate regarding student records for students enrolled in the Program, and District shall maintain all educational records as required by law. Each party and its employees shall be responsible for maintaining the confidentiality of any education records as required by law. The parties shall furnish each other with any educational records as required by law. The parties will furnish each other with any necessary documentation needed to

comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports, and attendance reports.

Financial Arrangements:

The Center agrees not to charge tuition or fees for the District instructional portion of the day for any four-year-old who is receiving child care services.

Equipment and materials purchased with the Statewide Voluntary Preschool Program Funds are the property of the district. The District will provide subscriptions to Teaching Strategies GOLD for use by the Center.

Hand In Hand Early Care and Education Center will invoice Linn-Mar Community School District on a monthly basis, stating a per pupil cost. Hand In Hand can be reimbursed for up to 72 children, (based on the October 1, 2023, enrollment data) but not to exceed 20 students per session per IQPPS Guidelines. Linn-Mar Community School District will make payments within 30 days after receipt of Hand in Hand Early Care and Education Center invoice. This is based on the nine months from September to May.

The monthly per pupil cost at which Linn-Mar Community Schools will pay Hand In Hand Early Care and Education Center is \$410.01. For this agreement, the total annual distribution to Hand in Hand will not exceed \$265,686.48.

Representatives: The contact person for each party shall be as follows:

District: Melissa Frick, Executive Director of Student Services

Center: Kathy Kolthoff, Director, Hand in Hand Early Care and Education Center

Amendment of Contract: This contract may not be modified, changed, or varied, except by a written instrument signed by the parties. This Contract shall not be assigned by either party unless the other party agrees to assignment in writing.

The foregoing terms are agreed to, and accepted by, Linn-Mar Community School District and Hand in Hand Early Care and Education Center.

Hand in Hand Early Care and Education Center

Linn-Mar Community School District

Kathy Kolthoff
Director

Date

Melissa Frick
Executive Director of Student Services

Date

Amy Kortemeyer
Superintendent

Date

Barry Buchholz
Board President

Date

**Memorandum of Understanding and Agreement Between
Goodwill of the Heartland and
Linn-Mar Community School District**

Goodwill of the Heartland agrees to provide pre-employment and job placement activities for Linn-Mar Community Schools between August 2024 and July 2025. Goodwill will provide career exploration, work readiness training, job placement and employer consultation. The goal is to offer the following activities to students ages 14-21 with the desire to work:

- Provide individual and group work readiness training to help prepare students with the skills needed to obtain and maintain employment.
- Provide career exploration to help students identify career interests and plans as they transition into the adult world.
- Create an Individual Service Plan that identifies student employment goals and supports needed to reach these goals.
- Engage area employers to identify hiring needs related to student interests.
- Provide job placement activities including application and resume assistance, mock interviews, employer development and interview assistance.
- Assist students with obtaining part time employment that matches their career interests and goals.
- Provide follow-up, post-placement and assist with issues as needed at job sites to ensure the student is successful at the job site. Intensive job coaching services will not be provided under this contract. In the event intensive supports are needed, further discussion will need to be done to secure supports to ensure student success.

Goodwill will bill Linn-Mar Community Schools in the amount of \$39.74 per hour up to 20 hours per week for the above-listed activities. A maximum of \$35,766 will be billed over a 52-week period beginning August 1, 2024, through July 31, 2025. Seven weeks have been removed from the year to account for breaks in the school calendar. Goodwill will bill for actual team member hours worked with or on behalf of students in the program, as well as for time meeting with teachers and prospective students about the program and helping lead work readiness activities and classes with IVRS and teachers.

RESPONSIBILITIES OF LINN-MAR COMMUNITY SCHOOLS:

- To refer up to 30 students for the 2024-2025 school year. Students referred for pre-employment activities should have the desire to obtain part time employment and should be capable of working without onsite supports at job site.
- To provide relevant IEP and background reference information on the student.
- To maintain follow up with Goodwill staff on the services provided to students.
- To respond to recommendations made by the service.
- To provide feedback on student outcome/results to Goodwill personnel to facilitate outcome measurement and follow up efforts.
- To promptly process claims for payment no later than 30 days after the invoice has been submitted to the district.

RESPONSIBILITIES OF GOODWILL PERSONNEL:

- Provide the student with pre-employment and job placement activities in the shortest possible period of time that matches the students career interests.
- Provision of information regarding the pre-employment and job placement program procedures, policies, and capacity to work effectively with the student.
- Provision of appropriate, high-quality services that allow the student to reach his/her highest level of independence.
- Provision of clear, comprehensive, accurate and timely reports on service results.
- Provide monthly data necessary for evaluation requirements as requested by the District.
- Provide monthly invoices for services rendered.

Insurance and Indemnification

Goodwill agrees to obtain and maintain professional liability insurance for its employee's rendering services under this Agreement in an amount usual and customary and to provide evidence to the District of the coverage. Goodwill shall immediately notify the District of any adverse actions filed against the employees or of any loss or modification of insurance.

Goodwill agrees to indemnify and hold harmless the District, its officers, employees and agents, from any claims or causes of action against the District, including reasonable attorney's fees, for any actions or inactions of its employees. This indemnification obligation shall survive termination of this Agreement.

The District agrees to indemnify and hold harmless Goodwill, its officers, employees and agents, from any claims or causes of action against the District, including reasonable attorney's fees, for any actions or inactions of its employees. This indemnification obligation shall survive termination of this Agreement.

Term and Termination

The term of this Agreement shall be August 1, 2024, through July 31, 2025. Either party may terminate this Agreement by written notice to the other party of termination for any reason and this Agreement shall be deemed terminated 30 days after giving of such notice.

By: _____
Typed Name: Barry Buchholz
Title: President, Linn-Mar CSD Board of Directors
Date: _____

By: _____
Typed Name:
Title:
Date: _____

**Memorandum of Understanding and Agreement Between
Goodwill of the Heartland and
Linn-Mar Community School District**

Goodwill of the Heartland agrees to provide work experience services for Linn-Mar Community Schools between August 2024 and June 2025. Goodwill will provide unpaid work experience opportunities for students. The goal is to offer the following activities:

- Provide meaningful work activities in the community as part of the student's school day.
- Students will participate in a work experience, approximately 40 hours in length over a quarter (4-5 hours per week), at a community employer based on the interests of the student.
- Students will gain real work experience to help transition them to the adult world after graduation.
- Goodwill staff will be responsible for coordinating and monitoring and providing support at each work experience site.
- Students will have the opportunity to demonstrate the desire to work in the community, willingness to try new things, ability to work without 1:1 constant supervision, willingness to ask for help, and demonstrate socially responsible behavior in a work setting.

Goodwill will bill Linn-Mar Community Schools in the amount of \$2420.00 per student for each work experience opportunity developed and completed. Goodwill will only bill for students referred to the work experience program. A maximum of 20 students will be accepted per this contract of up to 5 students per quarter. An invoice will be sent at the completion of each student work experience that includes the date of the work experience, name of student and amount to be billed. Billing will not exceed \$48,400 under this contract.

RESPONSIBILITIES OF LINN-MAR COMMUNITY SCHOOLS:

- To refer up to 5 students per quarter for the 2024-2025 school year. A maximum of 20 students will be accepted over the course of the school year.
- To provide relevant IEP and background referral information on the student prior to the start of each quarter.
- To maintain follow up with Goodwill staff on the services provided to students.
- To respond to recommendations made by the service.
- To provide feedback on student outcome/results to Goodwill personnel to facilitate outcome measurement and follow up efforts.
- To promptly process claims for payment no later than 30 days after the invoice has been submitted to the district.

RESPONSIBILITIES OF GOODWILL PERSONNEL:

- Placement of the student in the work experience program in the shortest possible period of time that matches the students career interests.
- Provision of information regarding the work experience program procedures, policies, and capacity to work effectively with the student.
- Provide transportation for students to work sites.
- Provision of appropriate, high-quality services that allow the student to reach his/her highest level of independence.
- Provision of clear, comprehensive, accurate and timely reports on service results.
- Provide monthly data necessary for evaluation requirements.
- Provide monthly invoices for services rendered.

Insurance and Indemnification

Goodwill agrees to obtain and maintain professional liability insurance for its employee's rendering services under this Agreement in an amount usual and customary and to provide evidence to the District of the coverage. Goodwill shall immediately notify the District of any adverse actions filed against the employees or of any loss or modification of insurance.

Goodwill agrees to indemnify and hold harmless the District, its officers, employees and agents, from any claims or causes of action against the District, including reasonable attorney's fees, for any actions or inactions of its employees. This indemnification obligation shall survive termination of this Agreement.

The District agrees to indemnify and hold harmless Goodwill, its officers, employees and agents, from any claims or causes of action against the District, including reasonable attorney's fees, for any actions or inactions of its employees. This indemnification obligation shall survive termination of this Agreement.

Term and Termination

The term of this Agreement shall be August 1, 2024, through June 30, 2025, or the last day of school. Either party may terminate this Agreement by written notice to the other party of termination for any reason and this Agreement shall be deemed terminated 30 days after giving of such notice,

By: _____
Typed Name: Barry Buchholz
Title: President, Linn-Mar CSD Board of Directors
Date: _____

By: _____
Typed Name:
Title:
Date: _____


AIA® Document A101® – 2017
Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Eighth day of February in the year Two Thousand Twenty-four

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Linn-Mar Community School District
2999 N. Tenth Street, Marion IA 52302
Telephone Number: 319-447-3000

and the Contractor:

(Name, legal status, address and other information)

Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: 319-365-2720
Fax Number: 319-365-2812

for the following Project:

(Name, location and detailed description)

2024 Linn-Mar High School & Indian Creek Elementary Roof

High School, 3111 10th Street, Marion IA 52302
Indian Creek, 2900 Indian Creek Road, Marion, IA 52302

Base Bid High School Roof Replacement Sections AB, AC, AD, B, and Indian Creek J

Shive-Hattery # 2112307440

The Architect:

(Name, legal status, address and other information)

Shive-Hattery, Inc.
222 3rd Ave SE Suite 300
Cedar Rapids, IA 52401
Telephone Number: (319) 364-0227

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(3B9ADA31)

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- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.

Established as follows:

Work may commence upon receipt by the Contractor of a written "Notice to Proceed". In the absence of a written "Notice to Proceed." In the absence of a written "Notice to Proceed" Work may start as soon as the Contractor has filed with the Owner the required Bonds and Certificate of Insurance and have received a copy of the fully executed contract.

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

Init.

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§ 3.3 Substantial Completion

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

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

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

By the following date: August 16, 2024 Final Completion of all punch list items shall be achieved within 25 calendar days of Substantial Completion or not later than August 30, 2024.

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Hundred Ninety-nine Thousand Seventy-seven Dollars and Zero Cents (\$ 499,077.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

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

Item	Price
------	-------

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner Seven Hundred Fifty Dollars (\$750) as liquidated damages, and not as a penalty, for each day (day as defined by 8.1.4) of delay after the established date of Substantial Completion until the Work is Substantially Complete.

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable.

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

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

Init.

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Jon Galbraith
Linn-Mar Community School District
2999 N. Tenth Street, Marion IA 52302
Telephone Number: 319-447-3000

Email Address: Jon.galbraith@Linnmar.k12.ia.us

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

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

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User Notes:

(3B9ADA31)

Telephone Number: (319) 365-2720
Fax Number: (319) 365-2812
Mobile Number: (319) 533-3016
Email Address: lynn@dryspace.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (indemnitees) from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts of omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder, such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in the Contract Documents.

In the event the Owner shall prevails in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses incurred by the Owner, including those incurred on appeal. The term "Legal Action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated or managed by a Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property or the Owners Schools in accordance with the Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that the services provided under this contract comply with Iowa Code 692A.113.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Refer to Issued for Bid Plan Set	2024 Roof Improvements Linn-Mar High School Indian Creek Elementary	January 9, 2024

.6 Specifications

Section	Title	Date	Pages
Refer to Issued for Specifications Set	2024 Linn-Mar High School & Indian Creek Elementary Roof Replacement	January 9, 2024	153

.7 Addenda, if any:

Number	Date	Pages
1	January 16,2024	7

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
--------------	-------------	--------------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00 7300	Supplementary Conditions	January 9, 2024	14

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

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OWNER (Signature)

Barry Buchholz, Board President

(Printed name and title)



CONTRACTOR (Signature)

Lynn Price

President

(Printed name and title)



Init.

/

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Additions and Deletions Report for **AIA® Document A101® – 2017**

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:17:10 ET on 02/08/2024.

PAGE 1

AGREEMENT made as of the Eighth day of February in the year Two Thousand Twenty-four

...

Linn-Mar Community School District
2999 N. Tenth Street, Marion IA 52302
Telephone Number: 319-447-3000

...

Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: 319-365-2720
Fax Number: 319-365-2812

...

2024 Linn-Mar High School & Indian Creek Elementary Roof

High School, 3111 10th Street, Marion IA 52302
Indian Creek, 2900 Indian Creek Road, Marion, IA 52302

Base Bid High School Roof Replacement Sections AB, AC, AD, B, and Indian Creek J

Shive-Hattery # 2112307440

...

Shive-Hattery, Inc.
222 3rd Ave SE Suite 300
Cedar Rapids, IA 52401
Telephone Number: (319) 364-0227

PAGE 2

[X] Established as ~~follows:~~follows:

...

Work may commence upon receipt by the Contractor of a written "Notice to Proceed". In the absence of a written "Notice to Proceed." In the absence of a written "Notice to Proceed" Work may start as soon as the Contractor has filed with the Owner the required Bonds and Certificate of Insurance and have received a copy of the fully executed contract.

PAGE 3

By the following date: August 16, 2024 Final Completion of all punch list items shall be achieved within 25 calendar days of Substantial Completion or not later than August 30, 2024.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Four Hundred Ninety-nine Thousand Seventy-seven Dollars and Zero Cents (\$ 499,077.00), subject to additions and deductions as provided in the Contract Documents.

...

The Contractor and the Contractor's Surety, if any, shall be liable for and shall pay the Owner Seven Hundred Fifty Dollars (\$750) as liquidated damages, and not as a penalty, for each day (day as defined by 8.1.4) of delay after the established date of Substantial Completion until the Work is Substantially Complete.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

Five Percent (5%)

...

Retainage to be reduced in accordance with the laws of the State of Iowa, as applicable.

...

%

PAGE 6

Litigation in a court of competent jurisdiction

...

Jon Galbraith
Linn-Mar Community School District

2999 N. Tenth Street, Marion IA 52302
Telephone Number: 319-447-3000

Email Address: Jon.galbraith@Linmar.k12.ia.us

...

Lynn Price
Dryspace, Inc.
707 66th Avenue SW
Cedar Rapids, IA 52404
Telephone Number: (319) 365-2720
Fax Number: (319) 365-2812
Mobile Number: (319) 533-3016
Email Address: lynn@dryspace.com

PAGE 7

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, its agents, representatives, and employees (indemnitees) from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from or in connection with the performance of the Work, but only to the extent caused by the negligent acts of omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder, such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist, as to any party or person described in the Contract Documents.

In the event the Owner shall prevails in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses incurred by the Owner, including those incurred on appeal. The term "Legal Action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

The Contractor shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor accordance with Iowa Code 692A.113. In addition, the Contractor shall not permit an employee, Subcontractor (Company) owned, operated or managed by a Subcontractor employee who is a registered sex offender convicted of a sex offense against a minor on real property or the Owners Schools in accordance with the Iowa Code 692A.113. The Contractor shall further acknowledge and certify by signing this Agreement that the services provided under this contract comply with Iowa Code 692A.113.

PAGE 8

<u>Refer to Issued for Bid Plan Set</u>	<u>2024 Roof</u> <u>Improvements Linn-Mar</u> <u>High School Indian</u> <u>Creek Elementary</u>	<u>January 9, 2024</u>	
<u>Refer to Issued for Specifications Set</u>	<u>2024 Linn-Mar High</u> <u>School & Indian Creek</u> <u>Elementary Roof</u> <u>Replacement</u>	<u>January 9,</u> <u>2024</u>	<u>153</u>

...

...

1

January 16,2024

7

...
[X] Supplementary and other Conditions of the Contract:
...

00 7300

Supplementary
Conditions

January 9,
2024

14

PAGE 9

Lynn Price



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:17:10 ET on 02/08/2024 under Order No. 2114453711 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

DATE: February 8, 2024

NOTICE OF AWARD

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

PROJECT: 2112307440

CONTRACT FOR: 2024 Linn-Mar High School & Indian Creek Roof Replacement
Linn-Mar Community School District

You are notified that your Bid dated January 18,2024 for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for the Base Bid 1.

The Contract Price of your contract is Four Hundred Ninety-nine Thousand Seventy-seven Dollars and 00/100 (\$499,077.00), in accordance with your bid.

You must comply with the following conditions precedent within ten days of the date of this Notice of Award, that is, by February 23, 2024.

1. You must deliver the following in hard copy form to Shive-Hattery, Inc. as a packet:
 - a. One copy of the fully executed **Notice of Award**. (See Attached)
 - b. One fully executed counterpart of the enclosed A101 - **Agreement** bearing your signature on page 9. (See Attached)
 - c. Not later than ten days following the date of execution of the Agreement the **Performance and Payment Bond** as specified in the Supplementary Instructions to Bidders. (See Attached)
 - d. **Certificate of Insurance** as outlined in the Document A101 – 2017 Exhibit A.
 - e. **One Sex Offender Acknowledgement** and Certification form (attached) from your company and provide a signed document from **each sub-contractor** who will have workers on-site as per Section 00 7300, Article 13.12. (See Attached)

As per AIA Digital Data Protocol, all submittal documents may be submitted and uploaded via Newforma Information Exchange.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

**2024 Linn-Mar High School & Indian
Creek Roof Replacement
Project # 2112307440**

There will be a Preconstruction Conference scheduled in advance of the commencement of Work. It is required that representative from your firm in charge of the project, and any subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time. Sets of the Project Manual and Drawings will be available to you at this conference.

LINN-MAR COMMUNITY SCHOOL DISTRICT

Owner

By:

Authorized Signature

Barry Buchholz, Board President

Title

ACCEPTANCE OF AWARD

DRYSPACE, INC.

Contractor

By:

Authorized Signature

Lynn D Price President

Title

2/8/2024

Date

END OF DOCUMENT 00 0510

NOTICE TO PROCEED

February 23, 2024

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

PROJECT: 2112307440

CONTRACT FOR: 2024 Linn-Mar High School & Indian Creek Elementary Roof Improvements
Linn-Mar Community School District

You are notified that the Contract Times under the above contract commenced on February 8, 2024. By that date, you were to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the date of Substantial Completion is August 16, 2024.

Before you may start any Work at the site, paragraph 11.1 (AIA) of the Supplementary Conditions provides that you must deliver to Shive-Hattery Inc. a certificate of insurance which you are required to purchase and maintain in accordance with the Contract Documents. You have complied with this requirement.

Also, before you may start any Work at the site, you must provide a Schedule of Values, Construction Schedule, Subcontractor and Supplier list and Product List.

Linn-Mar Community School District
Owner

By:

Authorized Signature

Barry Buchholz, Board President

Title

END OF DOCUMENT 00 0550



FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on the date executed below by and between Linn-Mar Community School District, Iowa (the Client) and Piper Sandler & Co. (Piper). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. **Scope of Services.**

- A. **Services to be provided.** Piper is engaged by the Client to provide services with respect to School Infrastructure Sales, Services & Use Tax Revenue Bonds - Series 2024 and any additional issues to be identified in an amendment to the Agreement:
- B. **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

Debt Security Services

1. As requested by the Client, provide alternative debt retirement schedules
2. Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
3. Propose bond terms for the securities being sold
4. Develop a timeline with respect to the issuance of proposed securities
5. Act as scrivener for the Client's official statement. Circulate drafts to the Client, its bond and disclosure counsel, and incorporate all of the Client's (and its bond and disclosure counsel's) input and modification to reflect the particular disclosure requirements for this Client and this type of security.
6. Upon completion of the official statement by the Client, distribute Client's official statement to potential bidders via I-Deal.
7. Respond to questions from underwriters
8. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
9. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
10. Evaluate and recommend the bids received to the Client for consideration
11. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
12. Coordinate the closing of the transaction
13. Attend meetings of the Client's governing body, as requested

For Services Respecting Official Statement.

Piper will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond or disclosure counsel. Piper will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. You agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy, fairness or completeness of the preliminary and final official statement and further represent that the preliminary and final official statements will comply with Rule 10b-5 of the Securities Exchange Act of 1934 by making sure that the preliminary and final official statements do not make any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

II. **Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper is required under MSRB Rule G-421 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth

¹ See MSRB Rule G-42(c)(v).

within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and Piper.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to the Financial Services Provider by a third-party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The Scope of Services does not include tax, legal, accounting or engineering advice, or review of any third-party feasibility study, with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. **Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. **Compensation.**

Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. The fee will be calculated as 0.50% of the par amount of securities issued, with a minimum of \$24,500 per Series issued. Compensation is payable in immediately available funds at closing.

V. **IRMA Matters.** If the Client has designated Piper as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper and Client agrees not to represent, publicly or to any specific person, that Piper is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper’s prior written consent.

VI. **Piper’s Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper undertake certain inquiries or investigations of and relating to the Client in order for Piper to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper undertakes a determination of suitability of any recommendation made by Piper to the Client, if any or by others that Piper reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper in carrying out these duties to inquire or investigate, including providing to Piper accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper provide advice with regard to any recommendation made by a third party, the Client will provide to Piper written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. **Expenses.** Piper will be responsible for all of Piper’s out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper for their

expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

The Client will reimburse Piper in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of \$2,500.

In addition to the fees and expenses outlined in this section, the Client agrees to reimburse Piper for the expense of an independent counsel to Piper, and Client further agrees to take part in all reasonable requests for due diligence necessary for said Counsel to Piper to render their opinion.

VIII. ***Term of Agreement.*** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, shall terminate upon completion of the Project on Close of the School Infrastructure Sales, Services & Use Tax Revenue Bonds - Series 2024.

So long as Piper is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper, the Client shall first give written notice to Piper of the specific event of non-performance, and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper for all Reasonable Fees. Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example, if the Agreement is executed on January 1, 2022, and the expected completion of one component of Bonds is September 1, 2022 (that being 8 months), and the Agreement is terminated on July 1, 2022 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. ***Independent Contractor.*** Piper is an independent contractor and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Client.

X. ***Entire Agreement/Amendments.*** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and Client.

XI. ***Required Disclosures.*** MSRB Rule G-42 requires that Piper provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper's Disclosure Statement attached as Appendix A to this Agreement.

XII. ***Limitation of Liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper or any of its associated persons, Piper and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper to the Client. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually

waived, nor shall it constitute a waiver or diminution of Piper's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. **Indemnification.** Unless prohibited by law, the Client hereby indemnifies and holds harmless Piper, each individual, corporation, partnership, trust, association or other entity controlling Piper, any affiliate of Piper or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. **Official Statement.** The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of Piper to advise the Client respecting these laws shall not constitute a breach by Piper or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper.

XV. **Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

Linn-Mar Community School District, Iowa
2999 N Tenth Street
Marion, Iowa 52302

Jon Galbraith, CFO / SBO
319 447-3000
jon.galbraith@linnmar.k12.ia.us

Or to Piper at:

Matthew Gillaspie, Managing Director
Public Finance Department
Piper Sandler & Co.
3900 Ingersoll Ave. Suite 110
Des Moines, IA 50312

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws

of the state of Iowa.

XVIII. **Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. **Waiver of Jury Trial.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. **Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper’s performance of its activities under this Agreement:

Jon Galbraith, CFO / SBO

The following individuals at Piper have the authority to direct Piper’s performance of its activities under this Agreement:

Matthew Gillaspie, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.

By: _____
Matthew R. Gillaspie
Its: Managing Director
Date: _____

ACCEPTED AND AGREED:

Linn-Mar Community School District, Iowa

By: _____
Name: **Barry Buchholz**
Its: Board President
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client-oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at

<http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) ***Future Supplemental Disclosures.*** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

APPENDIX B – FORM OF AMENDMENT TO AGREEMENT

This Amendment to Financial Services Agreement (“Amendment”), is entered into the ___ day of _____, 2022, by and between _____, Iowa (the “Issuer”), and Piper Sandler & Co. (“Piper”).

RECITALS

WHEREAS, the Issuer and Piper entered into a Financial Services Agreement dated as _____ (the “Agreement”); and

WHEREAS, pursuant to Section 4 of the Agreement, the Issuer exercised its option and extended the automatic termination of the contract; and

WHEREAS, the Issuer desires to amend the Agreement to include the _____ (the “Project”); and

WHEREAS, the Issuer desires to engage Piper to render the services with respect to the Project.

NOW THEREFORE, the parties agree as follows:

The following Project is included in the scope of services to be provided under the Agreement:

Series 20__ expected to be issued in or around _____.

This amendment for its part of, is subject to and incorporated into the above-referenced Agreement.

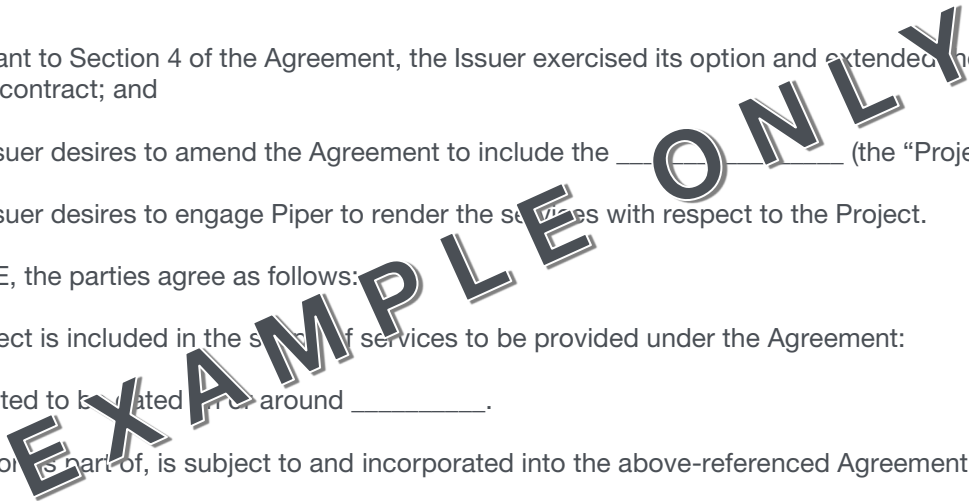
IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Amendment.

_____, Iowa

By: _____
Its: []

Piper Sandler & Co.

Managing Director





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

Elizabeth A. Grob

515.246.0305

bgrob@ahlerslaw.com

March 27, 2024

VIA E-MAIL

Amy Kortemeyer / Jon Galbraith
Linn-Mar Community School District
2999 North 10th Street
Marion, IA 51250

Re: Bond Counsel and Disclosure Counsel Engagement Agreement
Proposed Not to Exceed \$20,200,000 School Infrastructure Sales, Services and Use Tax
Revenue Bonds, Series 2024 (the "Bonds")

Dear Amy and Jon:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel and disclosure counsel to the Linn-Mar Community School District (the "Issuer" or "District") in connection with the issuance of the Bonds. We understand the Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues and are being issued to construct, build, furnish, and equip a performance arts center. We further understand the Bonds will be sold at a public sale and that you have engaged Piper Sandler & Co. as your Municipal Advisor. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond and disclosure counsel services described herein.

SCOPE OF ENGAGEMENT

Bond Counsel

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.

- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel

As Disclosure Counsel to the District, we will work with the District, including the officers and employees, the Municipal Advisor, and other parties to this transaction to provide the following services:

1. Consult with District officials, District staff, District Municipal Advisor and/or Dissemination Agent concerning disclosure requirements, questions and issues relating to the initial issuance of the Bonds and concerning continuing disclosure requirements.
2. Attend, upon request, any meeting of the District or any meeting of District staff relating to disclosure matters that pertain to the District's issuance of the Bonds.
3. Review the District's preliminary and final official statements, prepared by the District's Municipal Advisor, in connection with the Bond offering for Issuer's review and approval, with the assistance of District officials and staff.
4. Review all Bond documents prepared in connection with the issuance of the Bonds to the extent such documents involve or affect disclosure matters.
5. Consult with District officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.
6. Provide the District such other legal services and advice with respect to the Bonds as are traditionally provided by disclosure counsel.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the District stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement and in the Appendices, and Appendix A, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. In rendering our

advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the District's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds.

COOPERATION

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the District staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.
- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
- (g) After Closing, providing continuing advice to the District or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.
- (j) Acting in a financial or municipal advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for Bonds for which we give a Bond Opinion and written advice as Disclosure Counsel is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We estimate our fee for Bond Counsel services to be \$21,000 and our fee for Disclosure Counsel services to be \$12,000. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the services outlined above but we will do so in the event that circumstances require.

In addition to the above fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, Bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion and written advice as Disclosure Counsel, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). My current hourly rate is \$395. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$140. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

Elizabeth A. Grob

Elizabeth A. Grob

EAG:nj
Enclosures

Accepted and Approved this 8th
day of April, 2024:

LINN-MAR COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors, Barry Buchholz



Linn-Mar Admin FFE
Purchase Order Summary

Product	Vendor	Area	PO Amount	PO Number / Date	DEPOSIT
MAGNUSON, OFS	PARAGON INTERIORS		\$21,488.32		
HBF, MARTIN BRATTRUD, SANDLER	PHELANS		\$27,929.28		
ERG, NUCRAFT, HERMAN MILLER, FRIANT, LANDSCAPE FORMS, TRI BORO	PIGOTT TOTAL		\$103,849.30		
HON, SPACERAK	WELTERS TOTAL		\$255,859.50		
Total with Freight and Installation			\$409,126.40		




1120 Depot Ln
Cedar Rapids

Linn Mar
Paragon Furniture Quote


Page 1 of 2
3/7/2024

Line #	Qty	Part Number	Part Description	Sell Price	Extended
1	8	KAS-0936H	Kaskad Planter - Textured Black	\$983.12	\$7,864.96
				Subtotal	\$7,864.96

1001 Lobby

2	4	84017	 Lona, 29.5 x 32 x 38.5, Highback with Headrest - Single Textile	\$1,702.92	\$6,811.68
		HNS	Brushed Nickel Swivel (Return to Center)		
		WT4	White		
		6	Grade 6 Material		
		ETC6	Non-Carded Grade 6 Material		
		TOR	ANZEA; COPY COW, DANISH RED		
				Subtotal	\$6,811.68

1010D Large Office

3	4	84017	 Lona, 29.5 x 32 x 38.5, Highback with Headrest - Single Textile	\$1,702.92	\$6,811.68
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Phelan's Interiors
 Tel: (319) 363-9634 Fax: (319) 362-2163
 www.phelansinteriors.com
 Price Shown in US Dollars

QUOTATION

Quote Number: Lisa Lindley
Date: 3/5/2024
Valid Until: 4/1/2024
Salesperson: Paul Phelan
Designer: Amanda Darrow

BILL TO: OPN
 Lisa Lindley
 200 Fifth Ave SE
 Cedar Rapids IA 52401

DELIVER TO: Linn-Mar Community School District
 Administrative Building
 3556 Winslow Rd
 Marion IA 52302

Qty	Mfg	Cat	Part Number		Sell	Ext Sell
L-1						
4				Installation	\$121.95	\$487.80
4	HBF	HBS	HLC919-022	Morgan Settee-uph w/pillow-metal base 	\$3,457.32	\$13,829.28
			\$(G)	Gr G Uph		
			~	HBF, Notable Grain 1074-90, Charcoal Black		
			\$(G)	Gr G Uph		
			~	HBF, Notable Grain 1074-90, Charcoal Black		
			\$(G)	Gr G Uph		
			~	HBF, Notable Grain 1074-90, Charcoal Black		
			\$(G)	Gr G Uph		
			~	HBF, Notable Grain 1074-90, Charcoal Black		
			\$(G)	Gr G Uph		
			~	HBF, Notable Grain 1074-90, Charcoal Black		
			~	Undecided FLAMABIL Option		
			.BSS	Brushed Stainless Steel		

Sub-total: \$14,317.08

OT-1A

2				Installation	\$60.98	\$121.96
1				Martin Brattrud Freight	\$796.34	\$796.34
2	MARTIN BRATTRUD		429-28RL	Cumbia Coffee Table	\$1,927.87	\$3,855.74

Qty	Mfg	Cat	Part Number	Sell	Ext Sell
			Wood	Ash	
			Finish	Driftwood	
Sub-total:					\$4,774.04

OT-1B

1				\$60.98	\$60.98
			Installation		
1	MARTIN BRATTRUD		429-16RM	\$1,178.78	\$1,178.78
			Cumbia Occasional Table, Mid Height		
			Wood	Ash	
			Finish	Driftwood	
Sub-total:					\$1,239.76

OT-1C

3				\$60.98	\$182.94
			Installation		
3	MARTIN BRATTRUD		429-16RH	\$1,272.62	\$3,817.86
			Cumbia Occasional Table, High Height		
			Wood	Ash	
			Finish	Driftwood	
Sub-total:					\$4,000.80

ST-1

10				\$30.49	\$304.90
			Installation		
10	SANDLER			\$329.27	\$3,292.70
			Tao 4.0		
			Seat finish	Beech Wenge	
			Frame	Black	
			Glides	Plastic Glides with Felt	
Sub-total:					\$3,597.60
				\$0.00	\$0.00

Freight

Total: \$27,929.28



**LINN-MAR SCHOOL DISTRICT
ADMINISTRATION BUILDING
NEW FURNITURE**

5:13:58PM
Wednesday, March 6, 2024

Qty	Product	Sell Price	
		Unit	Extended
<u>AC-2</u>			
1	SMHA-3034-P SUMMIT LECTERN	\$7,079.27	\$7,079.27
	Case Style	Height Adjustable	
	Finish	Painted Worksurface and Case	
	Material		
	Paint Options	Black	
	Metal Finish	Black Powder Coat	
	Leather	Black	
	Blotter Finish		
	Power Unit	Black	
	Finish		
	Microphone	Gooseneck Microphone	
	Logo Plaque	No Logo Plaque	
	Data	Include additional AAP Data Plates	
	Faceplates		
	Faceplates	One RJ-45 Female to Female Barrel - Data, 3-1/2"W x 5/8"H, Single Height	
<u>AC-3</u>			
4	WC904 +Cart, Caper	\$325.71	\$1,302.84
<u>CH-6</u>			
12	Chipman Chair Chipman Chair, Backed, No Arms	\$756.10	\$9,073.20
	Powdercoat Color:	Matte Black	
<u>CH-7A</u>			
35	WC420N +Caper Stacking Chair, Flexnet Seat, No Arms	\$255.21	\$8,932.35
	Frame Finish	BK	+black
	Seat/Back Finish	BK	+black
	Casters/Glides	Y7	+acetal glide, carpet only
	Arm Finish/Arm Cap Finish	BK	+black
	Flexnet™ Material	6V	+flexnet-Pr Cat 1
	6V_Colors	01	+flexnet black
<u>CH-7B</u>			
71	WC420N +Caper Stacking Chair, Flexnet Seat, No Arms	\$269.31	\$19,121.01
	Frame Finish	BK	+black
	Seat/Back Finish	BK	+black
	Casters/Glides	U5	+soft wheel caster, carpet or hard floors
	Arm Finish/Arm Cap Finish	BK	+black
	Flexnet™ Material	6V	+flexnet-Pr Cat 1
	6V_Colors	01	+flexnet black
<u>OT-2A</u>			
2	COD36D Cody - Round Coffee Table 36" dia., 17"H	\$1,266.83	\$2,533.66

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Qty	Product	Sell Price	
		Unit	Extended
	Surface Type Selection	LAM	Laminate Top Surface
	Laminate Finish Option	Laminate	WILSONART NEOWALNUT 7991-38
	Edge Selection	2C	Laminate 3MM Edge
	Edge Color Selection	Edge Color	NEOWALNUT*
	Powder Coat Finish	BA	Brushed Aluminum
	Cove Flush Mount Options	~	No Selection

OT-2B

1	COD24DT			\$1,048.29	\$1,048.29
	Cody - Round End Table 24" dia., 22"H				
	Surface Type Selection	LAM	Laminate Top Surface		
	Laminate Finish Option	~	Undecided Finish		
	Edge Selection	2C	Laminate 3MM Edge		
	Edge Color Selection	...	Skipped Option		
	Powder Coat Finish	BA	Brushed Aluminum		
	Cove Flush Mount Options	~	No Selection		

S-1A

32	FLFSQP-3-36-MET			\$478.76	\$15,320.32
	Free-Standing 3 drawer lateral files 36" wide				
	Finish	LG	PAINT: Light Gray		
	Pull Selection	BAR PULL	Bar Pull		

S-1B

5	FLFSQP-4-36-MET			\$590.05	\$2,950.25
	Free-Standing 4 drawer lateral files 36" wide				
	Finish	LG	PAINT: Light Gray		
	Pull Selection	BAR PULL	Bar Pull		

S-2

8	FLFSQTOP.4072			\$213.15	\$1,705.20
	40"x 72" Lateral File Laminate Top				
	Top Finish	M9	LAM: Cloud White		
	Edge Finish	E9	EDGE: Cloud White		

S-4A

1	Fuel Surcharge			\$428.57	\$428.57
	Steel Surcharges				
44	PB2448			\$11.70	\$514.80
	Particle Board 24" x 48" x 5/8"				
88	RBA24			\$1.88	\$165.44
	Rivet Angle Beam 24"				
88	RBA48			\$3.24	\$285.12
	Rivet Angle Beam 48"				
44	RP84			\$4.62	\$203.28
	Rivet Post 1-1/2" x 1-1/2" x 84"				

S-4B

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Qty	Product	Sell Price	
		Unit	Extended
1	Fuel Surcharge Steel Surcharges	\$2,377.57	\$2,377.57
196	PB2472 Particle Board 24" x 72" x 5/8"	\$18.66	\$3,657.36
392	RBA24 Rivet Angle Beam 24"	\$1.88	\$736.96
392	RBA72 Rivet Angle Beam 72"	\$4.56	\$1,787.52
196	RP84 Rivet Post 1-1/2" x 1-1/2" x 84"	\$4.62	\$905.52

S-4C

1	Fuel Surcharge Steel Surcharges	\$553.59	\$553.59
48	PB1872 Particle Board 18" x 72" x 5/8"	\$11.26	\$540.48
96	RBA18 Rivet Angle Beam 18"	\$1.63	\$156.48
96	RBA72 Rivet Angle Beam 72"	\$4.56	\$437.76
48	RP84 Rivet Post 1-1/2" x 1-1/2" x 84"	\$4.62	\$221.76

TA-1

1	HET3696-PVC SP/HET3696/STH/H2L, HETFIELD 36X96 TABLE W/PANEL BASES	\$3,698.05	\$3,698.05
	Laminate Finish Option	SPECIAL: MATCHING PVC EDGE	
	Edge Selection	TABLE HEIGHT: 34"	
	Contrasting Laminate Option	BASE SPREAD: 2- 36"W PANEL BASES	
	Laminate Channel Option	A LAMINATE: WILSONART NEOWALNUT 7991-38	
	Cove Flush Mount Options	B LAMINATE: WILSONART FROSTY WHITE 1573-60	
		C LAMINATE: WILSONART FROSTY WHITE 1573-60	
		EDGE DETAIL: GR 3A 3MM X 1.25" FLAT PVC	
		D EDGE COLOR: NEOWALNUT*	
		MODESTY EDGE COLOR: WHITE	
		STH: SPECIAL TABLE HEIGHT	
		H2L: TWO LAMINATE OPTIONS	

TA-6

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Qty	Product	Sell Price	
		Unit	Extended
3	Chipman Table Chipman Table, ROUND - 45" Table, Dining Height (29" Height) Powdercoat: Matte Black Color: Umbrella: No Hole: Mounting: Freestanding	\$2,012.20	\$6,036.60
<u>xFREIGHT</u>			
1	Freight Chg Landscape Forms Freight Charges	\$2,211.11	\$2,211.11
1	Freight Chg Tri-Boro Freight Charges	\$2,444.44	\$2,444.44
<u>xSERVICE</u>			
1	Install Installation Services	\$7,420.50	\$7,420.50
		Total Sell:	\$103,849.30
		Total:	\$103,849.30

Authorized Signature: _____ Date: _____

*** A purchase order or approved signature is required to process this order for the above products and services. The products are manufactured per your specifications and are NOT REFUNDABLE. All applicable sales tax will apply.

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Terms and Conditions of Sale (Furniture)

All terms and conditions described herein are understood to constitute material terms and conditions upon which the prices offered by Pigott, Inc. (hereinafter "Pigott") are expressly conditioned. Any attempt to remove, alter, invalidate, amend, or nullify these terms and conditions from any future or subsequent contract shall be deemed invalid or void, unless Pigott is provided specific additional consideration for such removal, alteration, nullification, or amendment.

If any clause or provision of these Terms and Conditions of Sale is determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remainder of the Terms and Conditions of Sale shall not be affected thereby and shall remain in full force and effect.

Purchase of Product & Provision of Services

This Agreement for the purchase of product and the provision of services must be submitted by Buyer to Pigott before Pigott can place production orders to the appropriate manufacturers for any furnishings and finish materials.

Customer retains Pigott to perform, and Pigott agrees to perform services for Buyer. Pigott shall use its best efforts in the performance of the Services.

It is agreed and understood that Pigott's relationship to Buyer is that of an independent contractor. Neither party will be deemed to be a partner, agent, employee, or joint venture of the other party.

Cancellation & Changes

In the event this proposal is accepted by the Buyer, it is understood and agreed that it cannot be canceled or modified. Upon authorized signature and/or purchase order, product cannot be canceled, modified, returned, or refunded.

Billing & Payment Terms

For existing commercial customers and new commercial customers that have completed a new client application, a deposit of 50% will be required for all orders over \$10,000. Order(s) will be placed upon receipt of deposit payment. Remaining balance of product and related services will be billed upon substantial completion of project and will be due 15 days from the date of the invoice.

All personal orders will be required to pay 100% prior to order placement.

If Buyer delays delivery beyond originally agreed-upon installation date, and Pigott or Buyer has received product, Buyer will be billed for 90% of total sale price on the originally agreed upon installation date. The remaining 10% of the total sale price will be billed upon product delivery/installation. In addition, if Buyer delays delivery of product beyond 15 days of original agreed-upon delivery/installation date, Buyer will be assessed storage fees.

Security Interest

To secure payment of obligations of Buyer to Pigott for goods provided to Buyer, including interest, late payment fees, and collection costs (collectively, the "Obligations"), Buyer hereby grants to Pigott a security interest (as that term is defined in Article 9 of the U.C.C. as enacted in Iowa) in all goods sold by Pigott, whenever and by whomever delivered, directly or indirectly, to or for the benefit of Buyer, wherever located, now owned and hereafter acquired, and all proceeds from the sale or other disposition of the foregoing

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(collectively the "Collateral"). Pigott's security interest attaches at the time of Buyer's receipt of goods . The security interest granted hereunder shall constitute at all times a valid first priority security interest vested in Pigott in and upon all of the Collateral pursuant to Section 9 of the U.C.C. and shall not become subordinate or junior to the security interests, liens, encumbrances or claims of any other person, firm or corporation, including the United States or any department, agency or instrumentality thereof, or any state, county or local governmental agency.

Maintenance and Repair

All furniture is guaranteed according to manufacturer's published warranty . NO WARRANTIES OTHER THAN THE MANUFACTURER'S PUBLISHED WARRANTY APPLY. PIGOTT EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Non-warranted repairs and maintenance will be billed at the then-current market rate, including but not limited to, trip charge(s) and applicable materials charges.

Insurance

Pigott agrees to furnish insurance for products stored in our facilities or in transit in our trucks. Buyer agrees to provide insurance coverage for product at Buyer's location , including work-in-progress, stored material and installed products.

Scope of Work Changes/Change Order Process

Pigott will accept scope change requests that are submitted in writing and signed by both Pigott and Buyer. Changes submitted after final plan approval which result in additional work will be billed consistent with current unit pricing, plus for other costs, including but not limited to design services and labor at the current market rate, trip charge(s) and applicable materials charges. Buyer also agrees to an extension in any identified or existing schedule, commensurate with any delays in product delivery caused by the changes.

Design Services

Pigott shall use commercially-reasonable efforts to ensure that all deliverables are designed to comply with applicable rules, codes and regulations, such as the Americans with Disabilities Act ("ADA"). Notwithstanding, Buyer acknowledges and agrees that Pigott is not a licensed design professional and makes no representations, warranties, or covenants in connection with such rules, codes or regulations. The compliance of deliverables with any such rules, codes or regulations shall be the responsibility of Buyer.

Drop Shipments

For any products shipping directly from manufacturer, without contracting Pigott for receiving or installation services, it will be Buyer's responsibility to receive, inspect and note any damages or shortages on the bill of lading at the time of receipt. Damages or shortages must be reported to Pigott within 48 hours of delivery so the appropriate claim may be filed. Buyer agrees that failure to notify Pigott of any damages or shortages within this time period shall operate as a waiver of any and all claims, rights, or remedies arising out of the alleged damages or shortages.



Delivery and Installation

Seller will inform Buyer of an estimated date of delivery when seller receives an estimated shipping date from its supplier or manufacturer. The estimated delivery date is not a guaranteed delivery date. Buyer recognizes and acknowledges that the Estimated Delivery Date is merely an estimate and is subject to change.

If delivery and/or installation services are requested as part of the proposal, the following provisions apply:

1. Ship-To Location:

When delivery changes from agreed upon site to an alternate receiving location, additional pricing considerations related to labor, travel or other associated fees may apply.

2. Condition of Job Site:

The job site must be ready to accept furniture with construction complete (ceiling grid and tile in, wall covering/paint done, carpet and baseboard finished, electrical/data work done, etc.) and the space free of trades (punch list trades only), as well as clean and free of debris. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided.

Unfinished Space:

If the space is not complete and ready for furniture, the Buyer agrees to pay any and all charges Pigott incurs as extras due to double-handling, delay in work progress, offsite storage and additional cleaning.

Hold-To Dimensions:

When plans are provided by Buyer/Owner, architect or contractor, Buyer is responsible for providing accurate plans. When furniture solutions require a hold-to dimension, Pigott will provide critical dimensions. Deviations of noted hold-to dimensions are not the responsibility of Pigott.

Electrical/Plumbing/Voice Data:

Buyer is responsible for providing licensed electrician to hardwire furniture power in-feeds to the building's power source, as well as purchasing the necessary electrical conduit, boxes, receptacles, and voice/data faceplates for installation into the furniture. Pigott will provide the power in-feeds unless noted. Electrical contractor is responsible for cutting and/or replacing ceiling tiles for power poles. Buyer is responsible for purchasing, coordinating, and installing all wire mold and fixtures, (I.E., plumbing, valves, sink units, eye washes, and showers).

Electrical Hookup:

Hardwiring of electrical is not included and must be supplied by a licensed electrician.

3. Job Site Service:

Electrical current, heat, hoisting and/or elevator access will be provided by Buyer without charge to Pigott. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall also be provided by Buyer.

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4. Delivery Hours:

Delivery to or receiving of product at the job site will be made Monday - Friday, 7:00 AM - 3:30 PM unless otherwise specifically agreed upon. Overtime work performed at Buyer's request will be billed at overtime rates.

5. Damage:

After product delivery to Buyer's location, loss, or damage by weather, outside contractor/trades, by fire or other element shall be the responsibility of the Buyer, and the Buyer agrees to hold Pigott harmless from any such loss.

6. Cleaning:

Pigott will provide a single wipe-down, dusting, and vacuuming of the installed furniture/area upon installation completion, prior to punch-out/walk-through. Subsequent cleanings will be the responsibility of the Buyer.

Liability:

In no event will Pigott be held responsible for special or consequential damages arising from, connected with, or incidental to, the sale or services provided. Liability of Pigott to Buyer for any and all claims, damages, losses, expenses, or cause of action shall, in the aggregate, not exceed the amounts actually paid by Buyer for the sale and/or services from which the claims arise or to which the claims are related.

Interest, Fees, and Costs:

Buyer agrees that Pigott shall be entitled to recover all costs incurred in enforcing any provision of these Terms and Conditions of Sale, including court costs and attorney's fees. Pigott shall also be entitled to collect interest on any amounts due and outstanding to Pigott, under any applicable statutory provision and then-current rate of interest.

Time for Commencing Action:

Buyer expressly agrees that the statute of limitations for any claim whatsoever arising from or related to the sale or services provided shall be two years from the time the cause of action accrues. This provision shall not serve to modify any applicable statute of repose.

General Acknowledgment

By signing below, Buyer acknowledges that the terms and conditions contained in this document have been fully read and are understood. Furthermore, the Buyer agrees that these terms and conditions are the basis of the current and future business transactions between the Buyer and Pigott. These terms and conditions supersede and replace all prior and contemporaneous agreements, negotiations, representations, and warranties. These terms and conditions cannot be modified except by written agreement signed by both Buyer and Pigott.

Buyer's Company Name Linn-Mar Community School District

Authorized Signature _____

Date _____

"The ideas and concepts contained in this document are the exclusive property of Pigott and MillerKnoll and cannot be reproduced or distributed without express written consent."



Date: 3/4/2024

To: Linn-Mar Community School District
 Administrative Building
 3556 Winslow Road
 Marion Iowa 52302

Ph:
 E-Mail:
 Attn: Lisa

From: Larry Lansing
 Subject: OPN Project # 22210000

Item Code	Manufacture	Description	Item Qty	Unit Price	Installation Price	Total Unit Price	Extended Price
CH-1	HON	Ignition 2.0 Task Chair Mid-Back	49	\$279.00	\$7.00	\$286.00	\$14,014.00
CH-2	HON	Ignition Multi-Purpose Stacking Chair w/Arms	91	\$209.00	\$7.00	\$216.00	\$19,656.00
CH-3	HON	Cofi Executive High-Back Chair	23	\$479.00	\$7.00	\$486.00	\$11,178.00
CH-4	HON	Clig Light Task Chair	22	\$256.00	\$7.00	\$263.00	\$5,786.00
CH-5	HON	Motivate 4-Leg Stacking Chair SET OF 2	4	\$235.00	\$7.00	\$242.00	\$968.00
Total							\$51,602.00
AC-4	HON	Huddle Multipurpose Rec.T-Mold Table Top 30" x 72"	1	\$219.00	\$25.00	\$244.00	\$244.00
Total							\$244.00
S-5A	SpaceRak	Teardrop Pallet Rack 32'-0" L x 42" D	1	\$3,009.00	\$475.00	\$3,484.00	\$3,484.00
S-5B	SpaceRak	Teardrop Pallet Rack 7'-0" L x 48" D	1	\$938.50	\$375.00	\$1,313.50	\$1,313.50
S-5C	SpaceRak	Teardrop Pallet Rack 24'-0" L x 48" D	1	\$4,927.00	\$675.00	\$5,602.00	\$5,602.00
Total							\$10,399.50
ST-2	HON	Motivate 4-Leg Counter-Height Stool	8	\$185.00	\$7.00	\$192.00	\$1,536.00
ST-3	HON	Ignition 2.0 Task Low-Back Stool	2	\$295.00	\$7.00	\$302.00	\$604.00
Total							\$2,140.00
TA-2A	HON	Arrange Table, 36" Diameter, Seated Height	4	\$445.00	\$15.00	\$460.00	\$1,840.00
TA-2B	HON	Arrange Table, 42" Diameter, Seated Height	4	\$489.00	\$15.00	\$504.00	\$2,016.00
TA-3	HON	Motivate Rectangular Nesting Table	45	\$529.00	\$35.00	\$564.00	\$25,380.00
TA-4A	HON	Preside Table w/Aluminum T-Leg 42" x 96"	1	\$1,319.00	\$75.00	\$1,394.00	\$1,394.00
TA-4B	HON	Preside Table w/Laminate Hollow Panel Base 48" x 120"	2	\$1,489.00	\$75.00	\$1,564.00	\$3,128.00
TA-4C	HON	Preside Table w/Laminate Hollow Panel Base 48" x 192"	2	\$2,489.00	\$100.00	\$2,589.00	\$5,178.00
TA-5	HON	Huddle Table with Rec. Top & Post Leg Base 24" x 60"	6	\$359.00	\$15.00	\$374.00	\$2,244.00
S-3	HON	Sculpt Rectangle Console Table	1	\$725.00	\$25.00	\$750.00	\$750.00
Total							\$41,930.00
WS-1	HON	Small Office	15	\$2,615.00	\$125.00	\$2,740.00	\$41,100.00
WS-2A	HON	Large Office	4	\$4,419.00	\$140.00	\$4,559.00	\$18,236.00

WS-2B	HON	Large Office Short Return	2	\$4,419.00	\$140.00	\$4,559.00	\$9,118.00
WS-3A	HON	Accelerate Workstation Open Office 1029	1	\$24,610.00	\$1,495.00	\$26,105.00	\$26,105.00
WS-3B	HON	Abound Workstation Open Office 1003	1	\$9,599.00	\$545.00	\$10,144.00	\$10,144.00
WS-3C	HON	Accelerate Workstation Open Office 1005	1	\$5,848.00	\$385.00	\$6,233.00	\$6,233.00
WS-3D	HON	Abound Workstation Open Office 1011L	1	\$10,799.00	\$545.00	\$11,344.00	\$11,344.00
WS-3E	HON	Coordinate Workstation, Reception 1001A	1	\$2,455.00	\$95.00	\$2,550.00	\$2,550.00
WS-3F	HON	Abound Workstation Open Office 1006	1	\$11,810.00	\$635.00	\$12,445.00	\$12,445.00
WS-3G	HON	Abound Workstation Open Office 1010	1	\$6,945.00	\$365.00	\$7,310.00	\$7,310.00
WS-4	HON	Corner Large Office	1	\$4,809.00	\$150.00	\$4,959.00	\$4,959.00
						Total	\$149,544.00
						Grand Total:	\$255,859.50



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 Scott Conklin, 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:** Orchestra Clinician
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra Program
3. **AMOUNT OF PAYMENT:** \$500

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 April 20th, 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 April 20th, 202024 and shall continue in effect until April 20th, 202024, 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 21st day of March, 2024.

Independent Contractor Signature:

Linn-Mar CSD Representative Signature:




Title: Professor of Violin, The University of Iowa

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>4/2/24</u> Date	<u>CA</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 Amanda Denny, 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:** Instrumental coaching
- 2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
- 3. **AMOUNT OF PAYMENT:** \$50/hour

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 May 31, 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 April 9, 2024 and shall continue in effect until May 31, 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 18 day of March, 2024.

Independent Contractor Signature:

Amanda J. Denny
Title: Owner/Instructor

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>3.22.24</u> Date <u>CAA</u> Initial	Board Meeting: _____ Date

LICENSE AGREEMENT
NON-COMMERCIAL

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

1. DEFINITIONS

1.1 “Trademarks” means the word and logo marks depicted in Exhibit A.

1.2 “Licensed Product” means the products bearing the Trademarks.

1.3 “Royalty Rate” means the percentage defined in Exhibit B.

1.4 “Net Sales” means Licensee’s gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted, nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 “Licensed Market” means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 “Customers” means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 “Term” means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made, and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate time Net Sales.

2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR’S CONTROL

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

4. USE OF THE TRADEMARK

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

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

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

4.4 Licensor’s Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee’s breach of this Agreement, misuse of the

Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

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

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

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

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

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

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

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

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

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

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

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

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

4/1/24 (SD)

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

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

Licensee: (Non-Commercial)

Full Name of Group: LM 10U Silver Baseball
(Example: LM Red 3rd grade basketball, Wilkins PTO)

Purpose of Use of Licensed Materials: Baseball backpacks
(Example: Club team uniforms, PTO fundraiser)

Contact's Title/Position: Coach
(Example: Coach, PTO chair)

Contact's Name (print): Drew Dalziel

Contact's Signature: Drew Dalziel Date Signed: 3/29/2024

Contact Information: Phone: 319-389-4546
Email: dalziel7@gmail.com
Full Address: 5067 Elderton Dr
Marion, IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: Business Services
Email: sofferman@linnmar.k12.ia.us
Phone: (319) 447-3145

Board President's Name (printed): Barry Buchholz

Board President's Signature: _____ Date: _____

Exhibit A

a)



b)



c)



d)



e)



f) Linn-Mar Community School District

g) Linn-Mar Lions

Exhibit B

Non-Commercial

Royalty Rate: 0%

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

Customers: Members of the group

Term: Five (5) years

Reporting Period: Annually

Exhibit C

CODE OF CONDUCT
COMMERCIAL

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

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

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

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

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

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

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



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: 007 Date: March 22, 2024
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.)

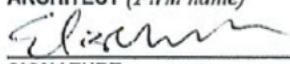

COR 018.1 - ITC 020 Wellfield Split	\$15,836.93
Total	\$15,836.93

The original Contract Sum was	\$	11,774,000.00
The net change by previously authorized Change Orders	\$	-182,372.54
The Contract Sum prior to this Change Order was	\$	11,591,627.46
The Contract Sum will be increased by this Change Order in the amount of	\$	15,836.93
The new Contract Sum including this Change Order will be	\$	11,607,464.39

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.

OPN Architects ARCHITECT (Firm name)	Peak Constuction Group CONTRACTOR (Firm name)	Linn-Mar Community School District OWNER (Firm name)
 SIGNATURE	 SIGNATURE	_____ SIGNATURE
Elisha Horsfall, AIA PRINTED NAME AND TITLE	Steve Oyen, Principal PRINTED NAME AND TITLE	Barry Buchholz, Board President PRINTED NAME AND TITLE
3/22/24 DATE	3.23.2024 DATE	_____ DATE



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: 008
Date: April 2, 2024

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.)

Table with 2 columns: Description and Amount. Rows include Wildcat Bore Required by DNR and Linn County (\$11,891.70), ERU-2 Reconfiguration (\$4,154.81), Ductwork Rerouting (\$10,991.70), and Total (\$27,038.21).

Table with 2 columns: Description and Amount. Rows include The original Contract Sum was (\$ 11,774,000.00), The net change by previously authorized Change Orders (\$ -166,535.61), The Contract Sum prior to this Change Order was (\$ 11,607,464.39), The Contract Sum will be increased by this Change Order in the amount of (\$ 27,038.21), and The new Contract Sum including this Change Order will be (\$ 11,634,502.60).

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.

OPN Architects
ARCHITECT (Firm name)
Signature of Elisha Horsfall
SIGNATURE
Elisha Horsfall, AIA
PRINTED NAME AND TITLE
3/26/24
DATE

Peak Constuction Group
CONTRACTOR (Firm name)
Signature of Steve Oyer
SIGNATURE
Steve Oyer, Principal
PRINTED NAME AND TITLE
04/02/2024
DATE

Linn-Mar Community School District
OWNER (Firm name)
Signature of Barry Buchholz
SIGNATURE
Barry Buchholz, Board President
PRINTED NAME AND TITLE
DATE



023-014

Project:

Linn-Mar Administration Building

Date:

3/13/2024

COR # 017 Rev.1

To:

OPN Architects

From:

Peak Construction Group

Attn:

Dan Hammes

Description:

Costs associated with rerouting duct per OPN

<u>CONTRACTOR/VENDOR INFO</u>	<u>Amount</u>
Peak Material	\$0.00
Peak Equipment	\$0.00
Peak Labor	\$0.00
Brecke	\$10,297.35

Notes:

Subtotal	\$10,297.35
Peak OHP (10%)	\$0.00
Subcontractors OHP (5%)	\$514.87
Bond	\$179.48
Total	\$10,991.70



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 4

Description: Flat Oval Duct Rerouting **Job Number** 231452

Flat Oval Duct Rerouting

Materials

Markup	\$	-
Misc. Material	\$	-
	\$	-

	Hours	Rate	
Foreman Reg	0	\$ 88.31	\$ -
Journeyman Reg	0	\$ 85.02	\$ -
70% Apprentice Reg	0	\$ 59.54	\$ -
Mech Helper Reg	0	\$ 25.35	\$ -
Operator Reg	0	\$ 69.17	\$ -
Project Management	1	\$ 110.00	\$ 110.00
CAD Reg	0	\$ 52.00	\$ -

Labor

Markup	\$	110.00
	\$	5.50

Small Tools and Consumables (of Labor) 3.5% \$ -

Subcontract

Subcontract Markup:	\$	9,697.00
	\$	484.85

Rental Equipment

Markup:	\$	-
	\$	-

Safety 2% \$ -

Warranty 1.5% \$ -

TOTAL PRICE OF CHANGE PROPOSAL \$ 10,297.35

Bond 0% \$ -

TOTAL PRICE OF CHANGE PROPOSAL WITH BOND (if applicable) \$ 10,297.35

Submitted By: Maddie Brecke/ Josh Caves

Date: 3/12/2024

Approved By:

Date:

D & S SHEETMETAL, INC.
5805 Locust Road S.W.
Cedar Rapids, IA 52404
(319)362-2472

March 20, 2024

B.G. Brecke Inc.
4140 F Ave N.W.
Cedar Rapids, IA 52405
Attn: Josh Caves/Maddie Brecke

RE: Proposal for Flat Oval Duct Rerouting
Linn-Mar Administration Building
Marion, IA
D & S Sheetmetal Quote #25424-T (Rev)

Dear Josh & Maddie:

We are pleased to offer our proposal for this project.

We propose to perform the following work on this project, per the recent conversations at the jobsite:

Reconfigure exposed flat oval duct layout in the entry corridor, to accommodate sprinkler requirements & aesthetic requirements. Remove & replace existing installed ductwork, in adjacent spaces, as required to accommodate this change.

Our price for this work is as follows:

Material	\$1,900.00
Labor – Demo & layout	1,080.00
Fab & install new	<u>6,255.00</u>
Subtotal	\$9,235.00
OH & Profit	<u>462.00</u>
Total	\$9,697.00

We appreciate the opportunity to quote this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

Thomas M. Grommon



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 Gabrielle Harvey, 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:** Instrumental Coaching
2. **GROUP/DEPARTMENT WORKING WITH:** Linn-Mar Orchestra
3. **AMOUNT OF PAYMENT:** \$50 per session

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 May 31, 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 April 9, 20 24 and shall continue in effect until May 31, 20 24, 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 1st day of April, 20 24.

Independent Contractor Signature:


 Title: Dr. Gabrielle Harvey

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



Provisional Request: Houston Championship
(if we qualify) April 16-21, 2024

3/18/24

Code 603.3-R2

ADMINISTRATIVE REGULATIONS REGARDING
FIELDTRIPS AND EXCURSIONS - REQUEST FORM

Exhibit 806.1

A written request for overnight trips must be submitted to the building principal not less than four weeks prior to the proposed trip and prior to any travel arrangements being finalized. The request will include: objectives and purposes of the trip; the need, rationale, and justification for an overnight trip; detailed plans for student supervision on the trip; and a complete itinerary and budget of the trip. The school district will be responsible for obtaining a substitute teacher if one is needed. Following fieldtrips and excursions, the teacher shall submit a written summary of the event.

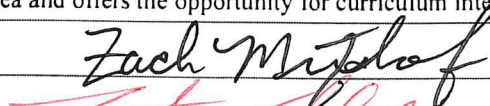
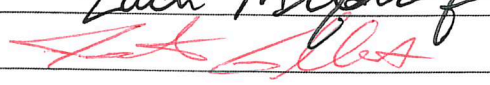
- Overnight trips involving high school students will require the prior approval of a high school administrator and the superintendent, or designee.
- Overnight trips for the middle and elementary school students will require the prior approval of the Board of Directors.

In authorizing fieldtrips, the 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 fieldtrips unless the event is sanctioned by the state athletic associations.

Fieldtrip Criteria:

The following checklist *must be* submitted for overnight trips along with the required documentation:

Fieldtrip Group: LM Robotics Submitted by: Dan Niemitalo
(Examples: Robotics, FBLA, etc.) (Name)

Criteria		Description	Yes	No
Purpose	Required	The purpose of the fieldtrip/work site visit is clearly defined and "... is a vital part of the curriculum or current activity." Reference: Board Policy 603.3	✓	
Pre-Planning	Required	There is evidence of pre-planning that will maximize the learning experiences of students on this fieldtrip/work site visit. This should include a prior visit by the teachers in charge. This could include evidence that a conscious decision has been made as to whether this fieldtrip/work site visit or excursion is an initial common experience or a culminating experience.	✓	
Follow-up	Required	There is evidence of planning for follow-up in order to maximize the learning experiences of students on this fieldtrip/work site visit or excursion.	✓	
Assessment	Required	There is evidence that students will be required to demonstrate their understanding of the learning/s expected from this experience.	✓	
Funding	Required	A source of funding has been determined that meets Department of Education and District guidelines. Reference: Board Policy 603.3	✓	
Common Experience	Recommended	This fieldtrip/work site visit is a common experience that all students at this grade level or activity group should have.	✓	
Multi-disciplinary	Recommended	This fieldtrip/work site visit, excursion addresses more than one curricular area and offers the opportunity for curriculum integration.	✓	
School Administrator Approval			Date	3/18/24
District Administrator Approval			Date	3/20/24
Board Approval			Date	

- Students who are eligible for a fee waiver will be covered through the use of contingency or discretionary funds as appropriate.

Adopted 2/1/99 Reviewed 9/08; 7/11; 9/12; 9/13; 2/15 Revised 10/08; 1/10; 8/16

This is a provisional request: we would need to qualify into this event by winning the Iowa Regional FIRST Robotics Competition.

Purpose of Field Trip

Linn-Mar Robotics Mission Statement:

Empowering students to become technology leaders through experiential learning and mentorship.

Our team's activities flow from our mission statement. This competition trip meets our goals in a variety of ways.

- Provide students with experiences that are similar in many ways to the business world; that includes communicating in a professional manner with people from other organizations, solving problems on a tight time table, using technical knowledge in a high pressure situation, looking for best practices within other organizations, marketing our team and our "product" to other organizations, and more.
- Practice leadership in a variety of settings within the competitions; that includes leading the scouting effort, leading the drive team, organization the pits, acting as a safety captain, and more.
- Practice many of the relevant technical and non-technical skills we have been working on in LM Robotics, including troubleshooting, programming, problem solving, communication, and data management.
- Learn best practices from other teams. Some of the teams that will be in attendance at this event are world class teams with really well organized, highly respected, and historically successful programs.

Pre-Planning and Follow-Up

Every student will be assigned one or more roles prior to the trip. These role descriptions include preparation that is to be done prior to the trip. All of the roles include a follow-up component, such as reporting to the team on best practices learned from other teams.

Roles have been provisionally assigned (attached), but in the coming weeks we will refine these roles as the competition approaches.

Assessment

The trip will be assessed in multiple ways. The competitive success of the team is one such measure; we hope to rank highly enough to be alliance captains, then advance through elimination rounds and win the tournament.

After we return from the event, we will have a significant debriefing meeting with the team. Students in the various roles will discuss their findings, and we will create a list of resulting tasks to be done. This information will create jobs for students to work on in November and December, and that work will help the team get better at accomplishing our mission.

One of the benefits of this event is that it can inform our future work. We will use what we learn on this trip to direct our FRC team's workload in the coming weeks and months.

Funding – Travel

Travel expenses (\$800 per student) are paid for by students' families. The trip is optional, and we will explore scholarship possibilities if students have a financial need and want to attend.

Projected expenses are as follows:

Hotel Rooms (6 rooms): \$180 x 6 rooms x 5 nights	\$5400
Van rental:	\$1100
Van gas:	\$400
Group lunch / breakfast food	\$300
Parking:	\$200
Approximate Total:	\$7400

With an estimated 12 students attending and with adult mentors paying a portion of the hotels, this would put the cost per student at \$500 per student. Students would pay for the costs before the trip. Students will also be responsible for bringing money along for lunch and supper meals on the road (approximately \$100). We would apply for LM Booster Club funding to potentially reduce the total travel cost to families.

Funding – Other Expenses

The registration fees for this event cost \$5000. Paying this fee would require some community fundraising and potentially getting approval for a purchase order that would need to be partially covered by future funding from summer camps in July 2024. Our program has successfully navigated this type of cost and funding situation multiple times in the past (2011, 2013, 2015, 2019) and kept the program appropriately funded for the next school year year in each case.

The robot is already built, but we may work on upgraded mechanisms to improve our performance at the event.

LM Robotics' general budget (HS clubs account 21.0109.1900.950.7426) is funded as follows:

- Donations from businesses and non-profit organizations
- Donations from families and mentors
- LM Booster Club support
- Fundraising through summer robotics and Lego camps

Common Experience

The competitions are the most exciting and energizing parts of our endeavors. These competitions motivate students to work very hard and achieve some impressive things. Often when students come back from their very first competition, they come back with a higher level of motivation and go on to become stronger contributors. Also, competitions give them some experiences that they don't get in the shop. For example, they work cooperatively with allies from other schools even as they compete with them (FIRST refers to this highly workplace-relevant dynamic as "coopertition"). They act as ambassadors to introduce spectators to FIRST and its goals and principles. They give their award presentations to judge panels. They work to solve tricky unexpected problems in the very short time available – often just minutes.

FIRST emphasizes an ethos of Gracious Professionalism at all meetings and events related to FIRST. Students and mentors are expected to behave professionally, but also to relate in a friendly and helpful way to everybody, including competitors. It is common to see one team helping another team at events, even if they know they will face each other in the next match. The goal is for everybody to compete at an increasingly high level. Gracious Professionalism is a standard of behavior that will serve students very well when they become technology leaders.

Multi-Disciplinary:

The students will use and be exposed to many different STEM skills on any robotics trip; those include mechanical design, programming, and electronics. Beyond the many STEM skills, they also put their communication, leadership, and interpersonal skills to the test. The scouting team organizes itself complete a marathon of data collection, and then they have to organize and disseminate that data using a combination of paper, face to face communication, excel, and android app use. The drive team has to assert itself tactfully to advocate for the best strategies for our team and for our entire alliances, even when the alliance partners may sometimes start off with dearly held, yet suboptimal strategic plans. The pit crew must work safely yet quickly and effectively to keep the robot running even when they have only minutes to work. The software team has to keep their cool and maintain their creativity as they tackle vexing bugs that pop up at the least convenient times. Business oriented members of the team will focus partly on scouting other team's organizational and business practices with plans to share ideas with our team later on. ALL students will be required to frequently practice effective communication with people they don't know.

2024 Houston FIRST Championship Trip Itinerary Houston, TX

<p>Tuesday, 04/16/24</p> <p>6:00 AM Arrive at LMHS, load vans 6:30 AM Depart from LMHS Meals on the road 8:00 PM Arrive in Denison, TX</p> <p>Wednesday, 04/17/24</p> <p>7:00 AM Depart from Denison 12:00 PM Arrive in Houston 12:30 PM Begin load in (6 people) 1:00 PM Registration and Badging 2:00 PM Pits open 5:00 PM Practice matches 7:00 PM Pits close 7:30 PM Supper, then back to hotel 10:30 PM In rooms 11:00 PM Lights out</p> <p>Thursday, 04/18/24</p> <p>6:30 AM Depart from hotel 7:00 AM Pits open 8:10 AM Qualifier matches begin 6:00 PM Qualifier matches done, pits close 7:00 PM Supper, then back to hotel 10:30 PM In rooms 11:00 PM Lights Out</p>	<p>Friday, 04/19/24</p> <p>6:30 AM Depart from hotel 7:00 AM Pits open 8:00 AM Qualification matches begin 6:00 PM Qualification matches end, Pits close 7:00 PM Supper, then back to hotel 10:30 PM In rooms 11:00 PM Lights out</p> <p>Saturday, 04/20/24</p> <p>6:45 AM Pits open 7:15 AM Alliance selection 8:30 AM Division playoff rounds start 11:30 AM Division playoff rounds finish 1:30 PM Closing Celebration 2:15 PM Finale / Round Robin Finals 5:30 PM Finale finishes 6:00 PM Depart event 11:00 PM Arrive in Dennison, TX</p> <p>If not competing after 11:30 PM: group may decide to depart at 12:00 PM and stay in Tulsa, OK to get back to LMHS sooner.</p> <p>Sunday, 4/21/24</p> <p>7:00 AM Depart from Dennison, TX Meals on the road 9:00 PM Arrive at LMHS</p>
<p>Hotels (To be determined)</p>	<p>Venue George R. Brown Convention Center 1001 Avenida De Las Americas Houston, TX</p>
<p>Transportation Travel via rental vans</p>	<p>Coach Contact Info Dan Niemitalo: 319-400-2730</p>



Excursions and Trips Request Form

Exhibit 806.2

Code 603.3-R2

Date Request Received by CFO/COO: 3/22/24 (SD)

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 school board. In authorizing excursions/trips, the building principal will 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 will 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: Varsity Boys Basketball
(Examples: Robotics, FBLA, etc.)

Submitted by:
(Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and ". . . is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3.	
Common Experience	<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 curriculum integration.	
Building Principal Approval			Date <u>3-21-24</u>
Chief Financial/Operating Officer Approval			Date <u>3-25-24</u>
Board of Directors Approval			Date

Chris Robertson
Head Varsity Boys Basketball Coach
3/20/2024

To Whom it may concern:

The Varsity Boys Basketball has an opportunity to compete against some of the best teams in the Midwest in Kansas City, MO the weekend of June 21-23. This is an open recruiting event for college coaches around the country to see Division 1 and Division 2 players compete with their high school teams. We currently have a couple players that are being recruited at the national level and this is a great opportunity to get them and our team in front of coaches from around the country. We will be traveling to Kansas City on Friday, June 21 and returning to Marion on Sunday, June 23.

Supervision:

*We will have 4 varsity coaches on this trip to help with supervision on this trip.

Head Coach: Chris Robertson

Assistant Coaches: Jordan Printy, Scott Nelson and Marcus Colbert

Itinerary:

June 21, 2024

Leave Marion on Friday morning. Expected to play 2 games on Friday afternoon/evening.

Team meal after games and return to hotel. Players will sleep 2 to a room with curfew time and bed check performed by the coaches.

June 22, 2024

Wakeup and eat breakfast at the hotel. Expected to play 2 games on Saturday.

Team meal(s) and possible team bonding activities throughout the day. Return to hotel with curfew and bed check performed by the coaches.

June 23, 2024

Wakeup and eat breakfast at hotel. Expected to play 2 games on Sunday.

Return to Marion after our last game on Sunday.

Cost:

We will be paying for the tournament and hotel expenses out of our coach's account. We will be collecting money from the player to help cover the costs. Tournament cost \$500 and hotel cost to be determined.

Number of Students:

10 varsity players

4 coaches

Purpose of the trip:

*Provide exposure for our athletes and basketball program. Create lifelong memories and team bonding opportunities for our players and coaches.

3/18/24
EST



Fundraising Request Form

Code: 1005.4-E1

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

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

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

Building Name: High School Sponsoring Group: LM Robotics

Contact Name: Dan Niemitalo Contact Phone: 319 400 2730

Contact Email: dniemitalo@linnmar.k12.ia.us District Account Code: 21.0109.1900.950.7426

Description of Fundraising Activity (All information is required for the request to be considered)

Fundraising Activity: LM Robotics Summer Camps

Activity Start/End Dates: July 8-12 and July 15-19, 2024 Estimated Proceeds: \$6000

Purpose/Use of Funds Raised (Must be specific): Fund FIRST Tech Challenge (FTC) and FIRST Robotics Competition (FRC) teams, including a portion of registration fees, robot parts, tools, and 3D printing.

Administrator Approval:
I approve that this request is necessary to provide funds for the purposes described above.

Building Administrator's Signature: Zach Mijchyl Date: 3/18/24

Business Office and Board Review/Approval:

Business Office Review/Approval: [Signature] Date: 3/20/24

Board Review/Approval: _____ Date: _____

Summary Due Date: Aug 20, 2024