



# FINANCIAL REVIEW

*Fiscal Year 2024*

# Presentation Overview

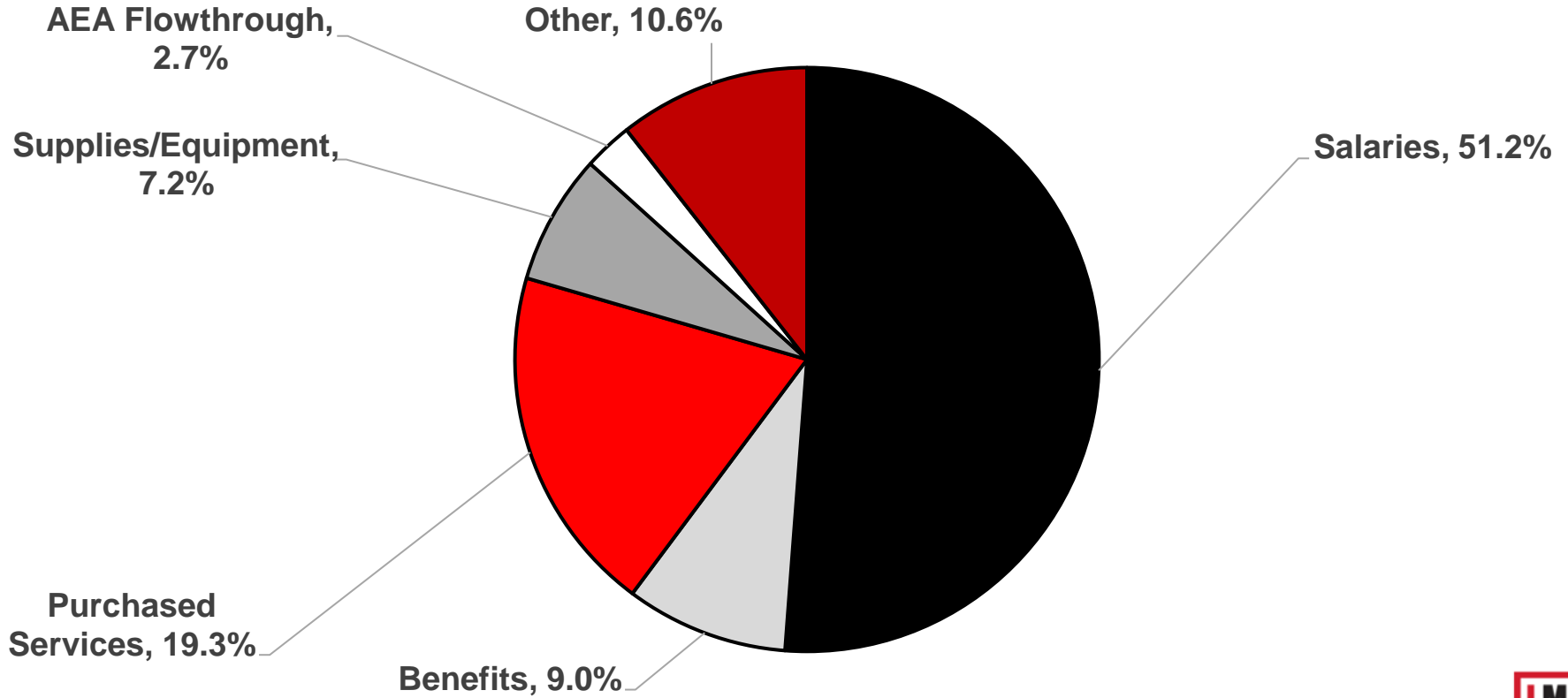
- Review of Fund “Buckets”
- Certified Annual Financial Report (CAR)
  - General Fund
  - Other Funds
- Special Education Supplement (SES)
- Annual Transportation Report Summary

# NOTE

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*The following financial numbers are unaudited*

# All Funds: Expenditures



**Total Expenditures = \$144,203,414**





# LINN-MAR COMMUNITY SCHOOL DISTRICT SCHOOL FINANCE OVERVIEW

## REVIEW OF LINN-MAR'S FUNDING BUCKETS

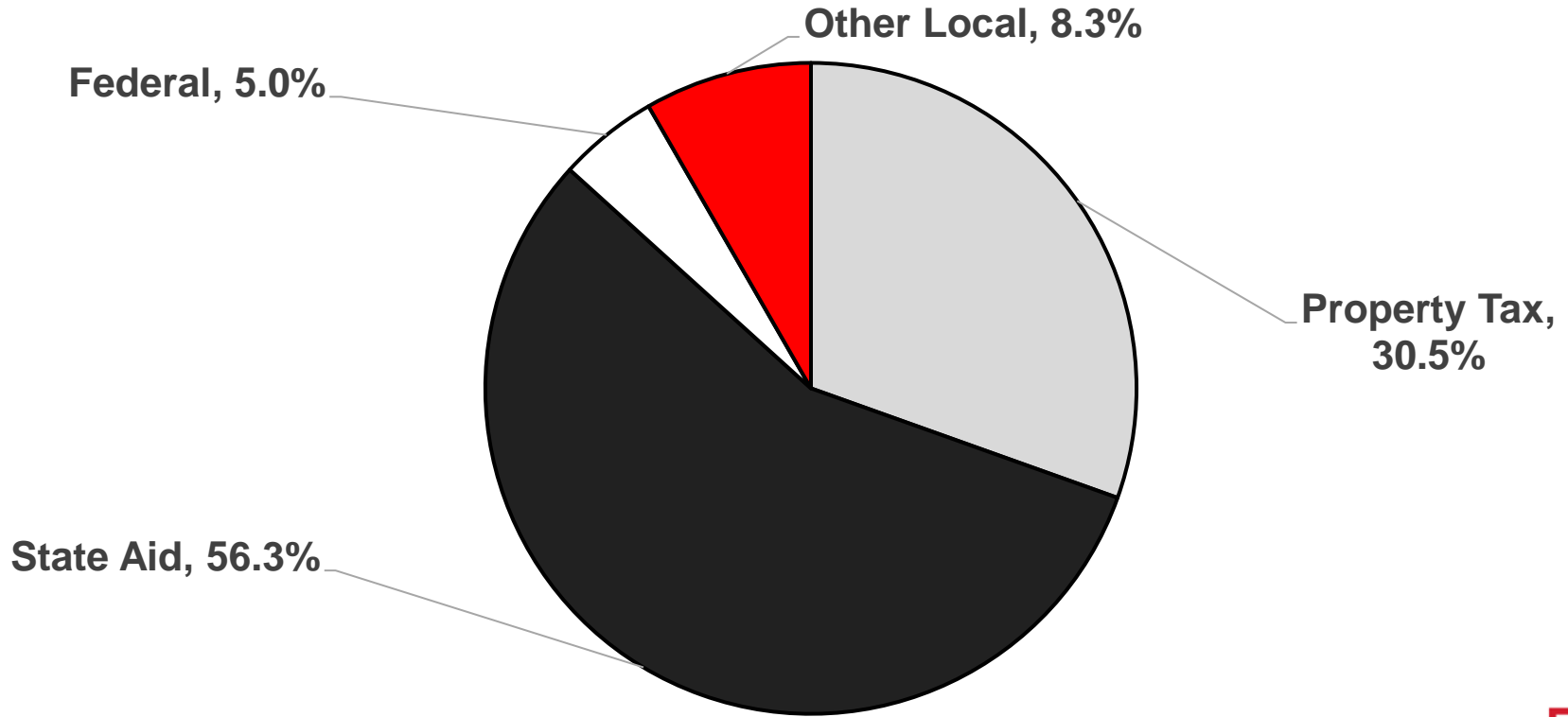
REVENUE & EXPENDITURES\*

\*\$144,203,414 CAR FY24 TOTAL EXPENDITURES



\* Property Tax Levy Funds

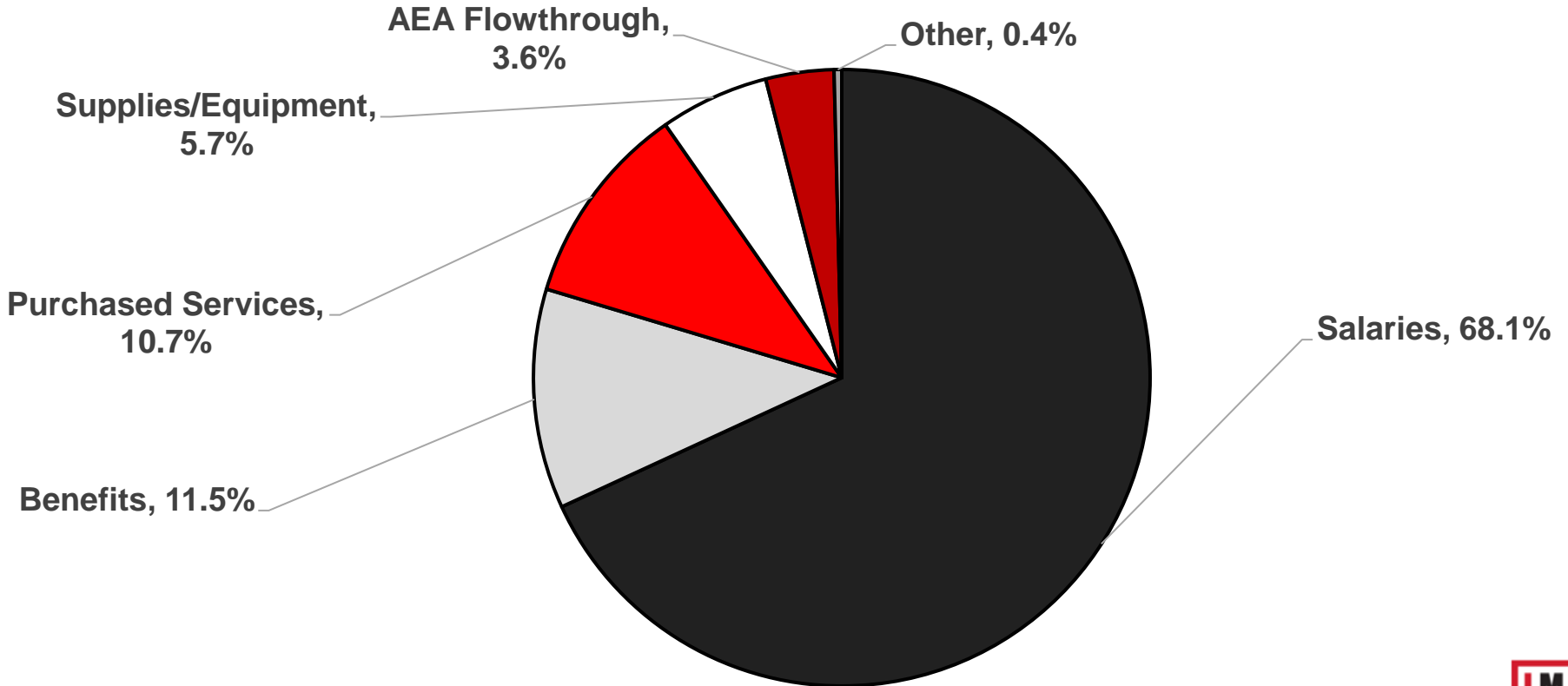
# General Fund: Revenues



**Total Revenues = \$104,781,278**



# General Fund: Expenditures



**Total Expenditures = \$104,742,032**



# General Fund Revenue & Expenditures

	FY24	FY23	\$ Change	% Change
<b>Revenues:</b>				
Property Taxes	\$33,999,444	\$30,447,363	\$3,552,081	11.7%
State Souces	\$59,473,965	\$56,237,600	\$3,236,364	5.8%
Federal Sources	\$2,951,300	\$4,965,445	(\$2,014,144)	-40.6%
Other Local Sources	\$8,356,569	\$8,303,212	\$53,358	0.6%
<b>Total Revenues</b>	<b>\$104,781,278</b>	<b>\$99,953,620</b>	<b>\$4,827,658</b>	<b>4.8%</b>
<b>Expenditures:</b>				
Salaries	\$71,540,319	\$71,669,694	(\$129,376)	-0.2%
Benefits	\$11,993,317	\$12,116,159	(\$122,842)	-1.0%
Purchased Services	\$11,609,338	\$11,227,313	\$382,025	3.4%
Supplies/Equipment	\$5,453,597	\$6,021,033	(\$567,436)	-9.4%
AEA Flowthrough	\$3,893,683	\$3,756,855	\$136,828	3.6%
Other	\$251,779	\$406,105	(\$154,326)	-38.0%
<b>Total Expenditures</b>	<b>\$104,742,032</b>	<b>\$105,197,159</b>	<b>(\$455,127)</b>	<b>-0.4%</b>
<b>Change in Fund Balance</b>	<b>\$39,246</b>	<b>(\$5,243,539)</b>		
<b>Begin Year Fund Balance</b>	<b>\$7,069,549</b>	<b>\$12,313,088</b>		
<b>EOY Fund Balance</b>	<b>\$7,108,795</b>	<b>\$7,069,549</b>		





# General Fund Narrative

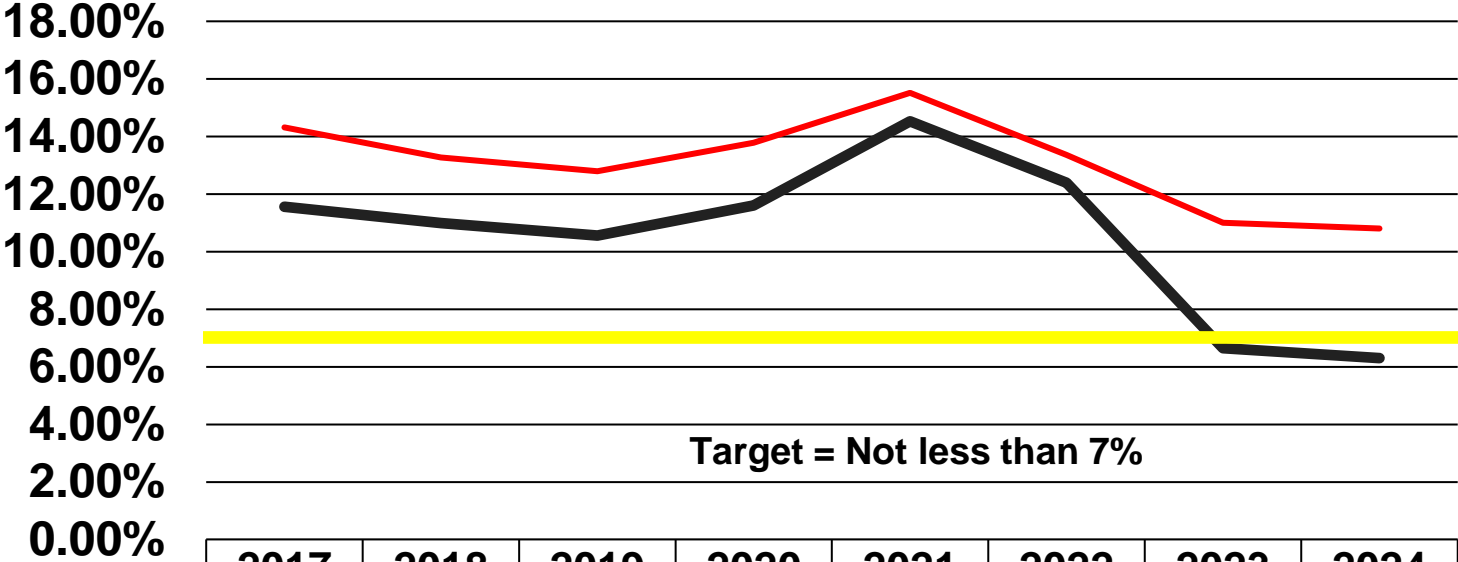
## Revenues up 4.8%

- Property taxes and state aid primarily driven by school formula- enrollment (-118.9) and SSA (+2.50%). Cash reserve levy also increased and an increase in Special Ed Deficit.

## Expenditures down 0.4%

- Expenditures are down to the first year of a 2-year budget reduction plan.

# General Fund Financial Metrics (Policy 801.4)



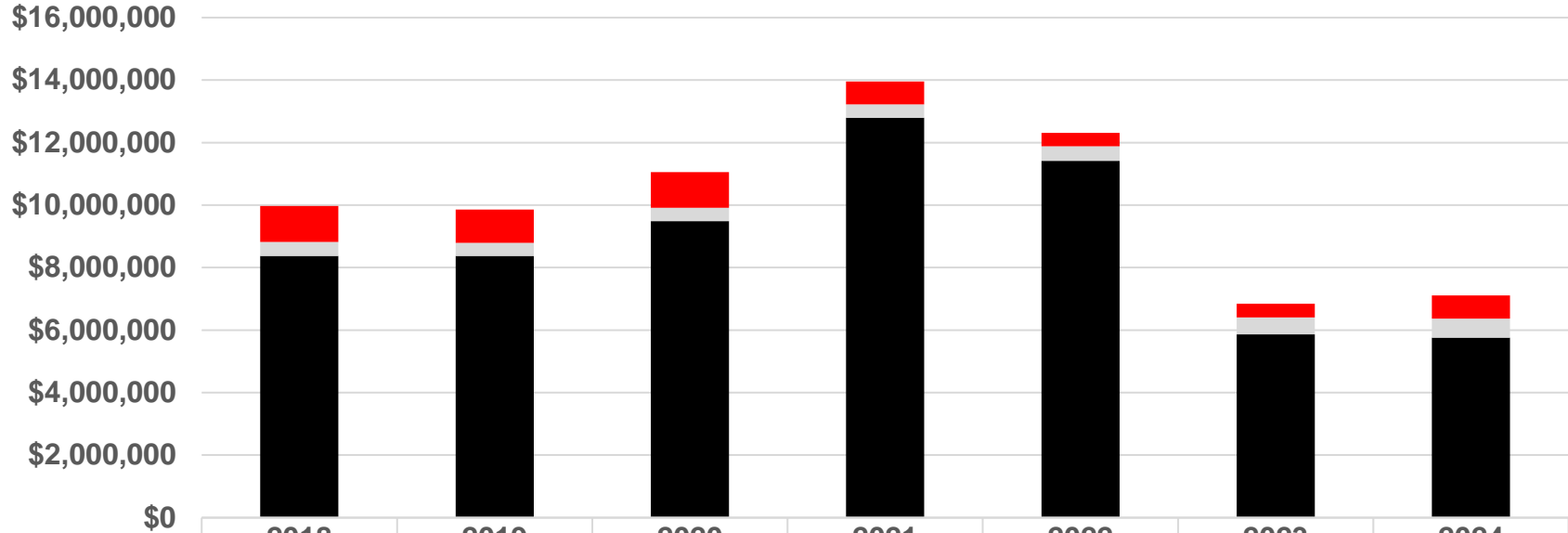
Target = Not less than 7%

	2017	2018	2019	2020	2021	2022	2023	2024
<b>— Solvency Ratio</b>	11.56%	10.99%	10.56%	11.60%	14.53%	12.39%	6.65%	6.30%
<b>— UAB Ratio</b>	14.32%	13.27%	12.79%	13.78%	15.52%	13.36%	11.00%	10.80%

PRELIMINARY NUMBERS



# General Fund Balance Breakdown



	2018	2019	2020	2021	2022	2023	2024
■ Restricted	\$1,153,042	\$1,067,117	\$1,142,202	\$734,927	\$431,575	446,034.00	\$745,213
■ Assigned	\$446,136	\$421,121	\$435,330	\$424,306	\$464,960	535,797.00	\$605,774
■ Unassigned	\$8,372,478	\$8,371,899	\$9,481,861	\$12,795,923	\$11,416,553	5,866,073.00	\$5,757,809



# Student Activity Fund

	FY24	FY23	\$ Change	% Change
Total Revenues	\$1,280,942	\$1,270,696	\$10,245	0.8%
Total Expenditures	\$1,130,843	\$1,221,394	(\$90,550)	-7.4%
Change in Fund Balance	\$150,098	\$49,302		
Begin Year Fund Balance	\$826,294	\$776,992		
EOY Fund Balance	\$976,392	\$826,294		

- The activity fund is comprised of various athletic, club, and other activities accounts. Each of those individual accounts is required to maintain a positive balance, which all do as of June 30, 2024

# Management Fund

	FY24	FY23	\$ Change	% Change
Total Revenues	\$1,549,261	\$2,301,112	(\$751,851)	-32.7%
Total Expenditures	\$1,843,361	\$1,435,621	\$407,740	28.4%
Change in Fund Balance	(\$294,100)	\$865,491		
Begin Year Fund Balance	\$2,308,569	\$1,443,078		
EOY Fund Balance	\$2,014,469	\$2,308,569		

- Expenditures are up due to premium cost increases. Our property and causality premiums are up over 12%.
- Revenues are down due to the lowering of the management fund levy rate.

# Public Education & Recreation Levy (PERL)

	FY24	FY23	\$ Change	% Change
Total Revenues	\$349,798	\$346,938	\$2,860	0.8%
Total Expenditures	\$434,870	\$659,294	(\$224,424)	-34.0%
Change in Fund Balance	(\$85,071)	(\$312,356)		
Begin Year Fund Balance	\$122,739	\$435,095		
EOY Fund Balance	\$37,668	\$122,739		

- Revenue is generated through \$0.135 tax levy.
- Expenditures include the finishing of the Tennis Court Project and the Westfield Playground Project.

# Secure an Advanced Vision for Education (SAVE)

	FY24	FY23	\$ Change	% Change
Total Revenues	\$27,276,690	\$25,631,448	\$1,645,242	6.4%
Total Expenditures	\$13,128,226	\$23,641,488	(\$10,513,262)	-44.5%
Change in Fund Balance	\$14,148,464	\$1,989,960		
Begin Year Fund Balance	\$5,742,145	\$3,752,185		
EOY Fund Balance	\$19,890,609	\$5,742,145		

- Sales tax dollars are collected at the state level and then distributed to Districts based on the certified enrollment count. Revenues will fluctuate year-to-year based on sales tax collections and enrollment.
- Expenditures are down as the construction on the HS Performance Venue is just starting.
- Fund balance has increased due to the issuance of a bond for the HS Performance Venue.
- \$61.28 million of SAVE Debt is outstanding as of June 30, 2024



# Physical Plant & Equipment Levy (PPEL)

	FY24	FY23	\$ Change	% Change
Total Revenues	\$6,187,703	\$5,258,684	\$929,019	17.7%
Total Expenditures	\$4,466,674	\$4,625,868	(\$159,194)	-3.4%
Change in Fund Balance	\$1,721,030	\$632,816		
Begin Year Fund Balance	\$4,559,679	\$3,926,863		
EOY Fund Balance	\$6,280,709	\$4,559,679		

- PPEL is a tax levying fund and its revenues are primarily dictated by the fluctuations in property valuations.
- \$1.21 million of PPEL Debt is outstanding as of June 20, 2024



# Other Capital Projects

	FY24	FY23	\$ Change	% Change
Total Revenues	\$608,473	\$15,191,822	(\$14,583,349)	-96.0%
Total Expenditures	\$8,645,816	\$1,821,072	\$6,824,744	374.8%
Change in Fund Balance	(\$8,037,343)	\$13,370,750		
Begin Year Fund Balance	\$14,406,054	\$1,035,304		
EOY Fund Balance	\$6,368,711	\$14,406,054		

- Expenditures include the New Administration Building.

# Debt Service Fund

	FY24	FY23	\$ Change	% Change
Total Revenues	\$14,917,715	\$12,019,134	\$2,898,581	24.1%
Total Expenditures	\$14,723,109	\$12,017,276	\$2,705,833	22.5%
Change in Fund Balance	\$194,607	\$1,858		
Begin Year Fund Balance	\$347,991	\$346,133		
EOY Fund Balance	\$542,598	\$347,991		

- Debt principal and interest payments are expended from this fund.
- \$60.7 million of GO Debt outstanding as of June 30, 2024.

# Enterprise Fund: Nutrition Services

	FY24	FY23	\$ Change	% Change
Total Revenues	\$4,087,887	\$4,505,238	(\$417,351)	-9.3%
Total Expenditures	\$4,025,039	\$3,998,360	\$26,679	0.7%
Change in Fund Balance	\$62,848	\$506,878		
Begin Year Fund Balance	\$3,121,859	\$2,614,981		
EOY Fund Balance	\$3,184,707	\$3,121,859		

- The number of meals served decreased by 33,028 (3.8%)
- Expenditures increased due to the cost of goods and increases in salaries and benefits.

# Enterprise Fund: Aquatic Center

	FY24	FY23	\$ Change	% Change
Total Revenues	\$407,528	\$415,817	(\$8,289)	-2.0%
Total Expenditures	\$405,187	\$376,451	\$28,736	7.6%
Change in Fund Balance	\$2,342	\$39,366		
Begin Year Fund Balance	\$274,304	\$234,938		
EOY Fund Balance	\$276,646	\$274,304		

- Fees collected must support the costs of the applicable programs offered.
- Programs include swimming/diving lessons, youth swim team, adult lap swim, etc.

# Enterprise Fund: ROAR Store

	FY24	FY23	\$ Change	% Change
Total Revenues	\$47,735	\$38,542	\$9,193	23.9%
Total Expenditures	\$44,334	\$35,497	\$8,837	24.9%
Change in Fund Balance	\$3,401	\$3,045		
Begin Year Fund Balance	\$29,824	\$26,779		
EOY Fund Balance	\$33,225	\$29,824		

- ROAR Store is an enterprise fund and therefore must maintain a positive balance, which it does as of June 30, 2024.
- Revenues and expenses are both up due to the costs of goods and being able to cover those costs to maintain a positive balance.

# Special Education Supplement (SES)

	2021	2022	2023	2024
Revenues	\$14,216,691	\$14,427,825	\$15,063,459	\$14,817,540
Expenditures	\$17,266,266	\$18,606,503	\$20,073,951	\$20,858,031
Deficit	(\$3,049,575)	(\$4,178,678)	(\$5,010,492)	(\$6,040,492)

- An annual report whereby District Special Education expenditures are reconciled against Special Education Revenues
- A growing number of Special Education students and associated needs, couple with limited revenues, Special Education has become the largest, underfunded mandate within most school districts across the state.

# Annual Transportation Report

LINN-MAR CSD  
ANNUAL TRANSPORTATION DATA

	FY2022	FY2023	FY2024
Average Number of Students Transported	3,235.58	3,475.52	3,171.51
Total Miles Traveled	491,680.00	502,795.00	465,605.00
Net Transportation Costs	\$ 3,248,031.23	\$ 3,691,658.83	\$ 3,762,981.01
Average Cost Per Mile Traveled	\$6.63	\$7.34	\$8.08
Average Cost Per Pupil Transported	\$716.70	\$762.39	\$785.59



**QUESTIONS??**





A red-tinted photograph of a modern building courtyard. The scene shows a paved walkway, a row of tables and chairs on the left, and a person walking in the distance. Large, faint letters spelling 'WE ARE LM' are visible on the back wall. The text 'THANK YOU!' is overlaid in the center in a bold, white, sans-serif font.

**THANK YOU!**

# WE ARE LINN-MAR<sup>®</sup>

## District Honors & Highlights

### October 28, 2024



**Athletic Honor:** Congratulations to Dylan Musznski, LMHS Senior, for being named the KCRG Athlete of the Week! Dylan is a LM Football running back and has rushed for 861 yards and 15 touchdowns during the 2024 season.

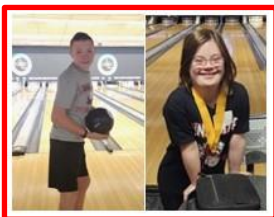


**Academic Honors:** Congratulations to the 92 Linn-Mar High School students who were inducted into the National Honor Society on October 2nd.



**Thespian Honors:** Congratulations to Linn-Mar High School Thespian Troupe 680 for a successful presentation of *The Crimson House Murder*.

**Golf Honors:** Congratulations to the LMHS Boys Golf Team for placing first in the Mississippi Valley Conference Mississippi Division Golf Tournament.



**Special Olympics Honor:** Congratulations to the 19 Linn-Mar Special Olympics Bowling Team members for advancing to the state-level competition that will be held on November 23rd.

**Venture Academics Highlight:** Congratulations to Mr. Corey Brinkmeyer, LMHS Teacher, and his Advanced Business/Venture Academics students for partnering with the City of Marion to develop ideas, branding, and names for the new Marion water park that is set to open within the next five years.





**Alumnus Music Highlight:** Congratulations to LM Alumnus, Cavan O'Hara, for participating in the October 13th special concert with the West Point Glee Club Knight Caps.

[Click here for more information.](#)

**Nutrition Services Honor:** Thank you to our Nutrition Services staff for their dedication to serving the students and staff nutritious meals throughout the school year. We honor you every day and celebrated you during National School Lunch Week (October 14-18)!



**LM Supporter Highlight:** Thanks goes out to Farmers State Bank for their continued support of the Linn-Mar School Foundation. With FSB's support, the LMSF has distributed over \$75,000 to teachers to assist in reducing out-of-pocket expenses for classroom needs. Thank you, Farmers State Bank!



**America Reads Day Highlight:** Thanks to Angela Burke, Community Services Coordinator, and the America Reads Day Coordinators for their hard work to ensure that this year's America Reads Day was a success. Thanks also go out to those who volunteered their time to read to the prekindergarten through sixth grade classrooms. This year's readers provided a total of 679, 15-minute sessions across the district. [Click here for more information](#)



**LM Lions Football Highlight:** Kudos go out to the LM Lions Football players who have been volunteering their Friday mornings to welcome elementary students to school!



Certified Annual Report  
 FY 2024 - Balance Sheet by Fund  
 Linn-Mar Comm School District (3715)

	General Fund	Non-Fiduciary Scholarship Funds	Student Activity Fund	Management Levy Fund	Entrepreneurial Education Fund	PERL Fund	AEA Sp Ed Inst Fund	AEA JH Inst Fund	Support Trust Fund	Disaster Recovery Fund	Library Levy Fund	SAVE Statewide Sales and Services Tax Fund	PPEL Fund	Other Capital Project Funds	Debt Service Fund	Permanent Funds	Enterprise Funds	Internal Service Funds	Trust Funds	Custodial Funds	Total
<b>CURRENT ASSETS</b>																					
1	Cash & Investments	17,799,492.55	1,009,303.69	1,904,237.58		191,997.32						19,722,154.57	6,764,579.40	7,562,572.31	532,204.24		3,648,285.93				59,134,827.59
2	Taxes Receivable	35,535,012.39		2,503,032.21		359,803.07							4,615,226.06		5,445,998.65						48,458,672.38
3	Interfund Receivables	25,066.75	23,370.47											23,547.00							71,984.22
4	Intergovernmental Receivables	4,509,926.60	4,220.40									931,610.13									5,445,757.33
5	Other Receivables	126,366.45	56,080.82	130,744.69									6,895.62				1,568.38				321,655.96
6	Inventories																14,969.22				14,969.22
7	Prepaid Expenses	31,941.67																			31,941.67
8	Other Current Assets																				
9	<b>TOTAL CURRENT ASSETS</b>	<b>58,027,806.61</b>	<b>1,092,975.38</b>	<b>4,538,014.48</b>		<b>551,800.39</b>						<b>20,653,764.70</b>	<b>11,386,701.08</b>	<b>7,586,119.31</b>	<b>5,977,802.89</b>		<b>3,664,823.53</b>				<b>113,479,808.37</b>
10	Long-Term Assets																696,901.42				696,901.42
11	<b>Total Assets</b>	<b>58,027,806.61</b>	<b>1,092,975.38</b>	<b>4,538,014.48</b>		<b>551,800.39</b>						<b>20,653,764.70</b>	<b>11,386,701.08</b>	<b>7,586,119.31</b>	<b>5,977,802.89</b>		<b>4,361,724.95</b>				<b>114,176,709.79</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>																					
12	Deferred Outflows of Resources																				
13	Deferred Outflows of Resources related to Pensions and OPEB																950,984.00				950,984.00
14	<b>Total Deferred Outflows of Resources</b>																<b>950,984.00</b>				<b>950,984.00</b>
15	<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<b>58,027,806.61</b>	<b>1,092,975.38</b>	<b>4,538,014.48</b>		<b>551,800.39</b>						<b>20,653,764.70</b>	<b>11,386,701.08</b>	<b>7,586,119.31</b>	<b>5,977,802.89</b>		<b>5,312,708.95</b>				<b>115,127,693.79</b>
<b>CURRENT LIABILITIES</b>																					
16	Interfund Payables	23,370.47	25,000.00	23,547.00													66.75				71,984.22
17	Intergovernmental Payables	241.59																			241.59
18	Other Payables	4,586,226.86	29,727.28			140,656.24						648,022.30	478,163.11	674,788.28	600.00		1,923.02				6,560,107.09
19	Contracts Payable					9,718.00						115,132.95	21,483.18	417,694.65							564,028.78
20	Bonds Payable																				
21	Loans Payable																				
22	<b>Accrued</b>	<b>881.65</b>	<b>2,487.24</b>														<b>2,102.52</b>				<b>5,471.41</b>



Certified Annual Report  
 FY 2024 - Balance Sheet by Fund  
 Linn-Mar Comm School District (3715)

	General Fund	Non-Fiduciary Scholarship Funds	Student Activity Fund	Management Levy Fund	Entrepreneurial Education Fund	PERL Fund	AEA Sp Ed Inst Fund	AEA JH Inst Fund	Support Trust Fund	Disaster Recovery Fund	Library Levy Fund	SAVE Statewide Sales and Services Tax Fund	PPEL Fund	Other Capital Project Funds	Debt Service Fund	Permanent Funds	Enterprise Funds	Internal Service Funds	Trust Funds	Custodial Funds	Total
Expenses																					
23 Payroll Deductions & Withholdings Payable	10,040,478.65		31,643.40			4,644.19											63,560.56				10,140,326.80
24 Advances of Federal Grants/Unearned Revenues																	89,489.14				89,489.14
25 Other Current Liabilities																					
26 TOTAL CURRENT LIABILITIES	14,651,199.22		88,857.92	23,547.00		155,018.43						763,155.25	499,646.29	1,092,482.93	600.00		157,141.99				17,431,649.03
27 Net Pension Liabilities																	938,111.00				938,111.00
28 Long-Term Liabilities																	116,802.00				116,802.00
29 Total Liabilities	14,651,199.22		88,857.92	23,547.00		155,018.43						763,155.25	499,646.29	1,092,482.93	600.00		1,212,054.99				18,486,562.03
DEFERRED INFLOWS OF RESOURCES																					
30 Deferred Inflows for Succeeding Year Property Taxes Receivable	35,466,247.00			2,499,998.00		359,115.00							4,606,346.00		5,434,605.00						48,366,311.00
31 Deferred Inflows for Income Surtax Receivable																					
32 Deferred Inflows for Miscellaneous Receivables not Received Within 60 Days	801,564.85																				801,564.85
33 Deferred Inflows of Resources related to Pensions and OPEB																	607,953.00				607,953.00
34 Deferred Inflows of Resources	36,267,811.85			2,499,998.00		359,115.00							4,606,346.00		5,434,605.00		607,953.00				49,775,828.85
EQUITY																					
35 Net Investment in Capital Assets																	696,901.42				696,901.42
36 Nonspendable Fund Balance	31,941.67																				31,941.67
37 Restricted Fund Balance / Restricted Net Position	713,271.46		1,004,117.46	2,014,469.48		37,606.96						19,890,609.45	6,280,708.79	6,493,636.38	542,597.89						36,977,077.87
38 Committed Fund Balance																					
39 Assigned Fund Balance	605,773.74																				605,773.74

Questions regarding this form? Please contact Song Luong by email (song.luong1@iowa.gov) or phone (515) 205-0259, or Jina Brincks by email (jina.brincks@iowa.gov) or phone (515) 313-5942.



Certified Annual Report  
 FY 2024 - Balance Sheet by Fund  
 Linn-Mar Comm School District (3715)

		General Fund	Non-Fiduciary Scholarship Funds	Student Activity Fund	Management Levy Fund	Entrepreneurial Education Fund	PERL Fund	AEA Sp Ed Inst Fund	AEA JH Inst Fund	Support Trust Fund	Disaster Recovery Fund	Library Levy Fund	SAVE Statewide Sales and Services Tax Fund	PPEL Fund	Other Capital Project Funds	Debt Service Fund	Permanent Funds	Enterprise Funds	Internal Service Funds	Trust Funds	Custodial Funds	Total
40	Unassigned Fund Balance / Unrestricted Net Position	5,757,808.67																2,795,799.54				8,553,608.21
41	TOTAL FUND EQUITY	7,108,795.54		1,004,117.46	2,014,469.48		37,666.96						19,890,609.45	6,280,708.79	6,493,636.38	542,597.89		3,492,700.96				46,865,302.91
42	TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND EQUITY	58,027,806.61		1,092,975.38	4,538,014.48		551,800.39						20,653,764.70	11,386,701.08	7,586,119.31	5,977,802.89		5,312,708.95				115,127,693.79



**Certified Annual Report**  
**FY 2024 - Transportation Report**  
**Linn-Mar Comm School District (3715)**

Review this information for accuracy as it flows into the Transportation Annual Report, also due on September 15th.

Changes to the Transportation Annual Report will not be possible after certification of the Certified Annual Report.

TRANSPORTATION COSTS FROM CHART OF ACCOUNTS		Total
TRANSPORTATION COSTS FROM CHART OF ACCOUNTS		
1	Total cost of fuel	250,578.42
2	Other Equipment, including fuel tank spill-monitoring devices/systems	244,590.30
3	Two-way radio communications equipment	
4	Video monitoring system equipment	
5	Rental of equipment and vehicles	13,664.49
6	School bus driver, mechanic, supervisor, aide, washer salaries	1,841,985.80
7	Benefits	368,888.97
8	Transportation supplies and parts	200,300.77
9	Repairs, maintenance and inspection fees	187,886.19
10	Vehicle insurance costs	141,885.64
11	Drug/Alcohol Testing	4,368.15
12	Transportation provided by non-district personnel	55,668.50
13	Other expenditures	110,361.33
14	Total Operating Costs from Chart of Account	3,420,178.56
TRANSPORTATION REVENUES FROM CHART OF ACCOUNTS		
15	Transportation assistance received (SBRC)	
16	Clean School Bus Program CFDA 66.034	
17	Total Transportation Revenues from Chart of Account	
Adjustments		

Questions regarding this form? Please contact Song Luong by email ([song.luong1@iowa.gov](mailto:song.luong1@iowa.gov)) or phone (515) 205-0259, or Jina Brincks by email ([jina.brincks@iowa.gov](mailto:jina.brincks@iowa.gov)) or phone (515) 313-5942.



Certified Annual Report  
FY 2024 - Transportation Report  
Linn-Mar Comm School District (3715)

Review this information for accuracy as it flows into the Transportation Annual Report, also due on September 15th.

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	TRANSPORTATION COSTS FROM CHART OF ACCOUNTS	Total
18	Fuel tax refund, prior year	





## MEMORANDUM

**To:** Linn-Mar Board of Directors and  
Amy Kortemeyer, Superintendent  
**From:** Jeff Gustason, LM High School Principal  
**Date:** 10/9/2024  
**RE:** Early Graduation Requests

The following students have applied for early graduation at the end of first quarter in October 2024:

1. Brown, Carter (Compass)
2. Ewert, Brilee (Compass)
3. Goplin, Jordan (Compass)
4. Kindl, Anna (Compass)
5. Merrill, Tate
6. Rogers, Joah (Compass)
7. Straw, Dominic (Compass)

These students have a post-secondary education plan in place that has been developed with the LM High School counseling staff. These students are on track to meet or exceed Linn-Mar requirements for graduation by the end of the first quarter, October 2024.

I recommend the approval of these requests pending the successful completion of their current coursework.





## Proposed IASB Articles of Incorporation & Bylaws Amendment

To be voted on at IASB Annual Meeting and Delegate Assembly on Wednesday, November 20.

The IASB Board of Directors recommends the following amendments to the IASB Articles of Incorporation & Bylaws. In summary:

- Language updates for greater clarity.
- Removal of associate membership as an option. (We currently have no associate members)
- IASB will maintain the ability to offer limited services to non-members.

These proposed changes reflect both current and past practices for IASB.

**Requested Action:** The IASB Board of Directors and Governance and Bylaws Committee recommend the Delegate Assembly approve the amendments as presented. Amendments require a two-thirds vote of members present for passage.

**Questions:** If you have any comments or questions concerning these updates, please contact Executive Director D.T. Magee at [dmagee@ia-sb.org](mailto:dmagee@ia-sb.org).

In the attached detailed recommendation, anything underlined in red is new language and anything stricken through is language for deletion.

**Preamble to the Original Constitution**  
**of the**  
**Iowa Association of School Boards**

Recognizing that the nation's future is dependent upon the complete education of its people, that in unity there is strength, and that an exchange of ideas is important at all times; that coordination of effort on the part of all educational forces interested in the betterment of education is necessary; and also recognizing that school boards are in a strategic position to bring about needed improvement of public education, we believe a State Association of School Boards will aid in accomplishing these ends.

**IASB Articles of Incorporation**

Original Articles adopted October 14, 1949  
Amended and Restated--November 18, 1966  
Pursuant to the Iowa Nonprofit Corporation Act,  
Chapter 504A, Code of Iowa  
Amended and Restated November 15, 2006  
Amended and Restated November \*, 2024

**IASB Bylaws**

Amended-November 14, 1968	Amended-November 17, 1993
Amended-October 30, 1972	Amended-November 16, 1994
Amended-October 24, 1974	Amended-November 20, 1996
Amended-October 28, 1976	Amended-November 19, 1997
Amended-June 20, 1978	Amended-November 19, 2003
Amended-June 20, 1979	Restated-November 15, 2006
Amended-June 11, 1980	Amended-November 16, 2011
Amended-June 16, 1982	Amended-November 20, 2013
Amended-November 15, 1984	Amended-November 18, 2015
Amended June 19, 1985	Amended-November 20, 2019
Amended-January 19, 1988	Amended-September 13, 2022
	<u>Amended November *, 2024</u>

## Iowa Association of School Boards

### Restated

### Articles of Incorporation

Pursuant to the Revised Iowa Nonprofit Corporation Act, Chapter 504, Code of Iowa, the corporation adopts the following restated Articles of Incorporation

#### Article I — Name

The name of this corporation is and shall be Iowa Association of School Boards.

#### Article II — Duration

The duration of the corporation shall be perpetual.

#### Article III — Purposes

The purposes for which this corporation is formed are to develop, strengthen, and correlate the work of the school boards of the public school corporations in their efforts to promote the educational interests of the State of Iowa, and to provide such services as will enhance these purposes.

#### Article IV — Powers

This corporation shall have such powers as are granted by the Iowa Nonprofit Corporation Act, Chapter 504, Code of Iowa.

#### Article V — Membership

~~Section 1.~~ Any duly organized and legally constituted public school corporation board may become a member of the corporation by payment of membership dues as provided in the Bylaws.

~~Section 2. This corporation may have associate non-voting members from within or without the State of Iowa as provided in the Bylaws.~~

#### Article VI — Management

**Section 1.** The affairs of the corporation shall be managed by a Board of Directors not to exceed 21 in number which shall include the officers, a director for each district as defined in the Bylaws and such other members as may be prescribed in the Bylaws.

**Section 2.** The corporation shall have such officers and who shall be elected or appointed as designated and prescribed in the Bylaws. ~~The~~

~~of office of the directors of the corporation existing at the time of the adoption of these Articles and who shall serve until their successors are elected and qualified are:~~

~~President—Margaret P. Borgen, 2008—  
Past President—Susan McDermott,  
2008 President Elect—Jack Hill, 2008—  
Secretary—Ronald Rice  
Treas.—Richard L. VandeKieft,  
2008 NSBA Director, Eldean Borg  
Director Dist. No. 1. Dan Van Gorp, 2008—  
Director Dist. No. 2. Jim Spicer, 2009—  
Director Dist. No. 3. Chad Ingels, 2007—  
Director Dist. No. 4. Don Friedrichsen,  
2009  
Director Dist. No. 5a. Robert Christenson,  
2007 Director Dist. No. 5b, Russ Wiesley,  
2008 Director Dist. No. 6a. LeeAnn Grimley,  
2008 Director Dist. No. 6b. Thomas Wieseler,  
2009, Director Dist. No. 7. Scott Hansen, 2007—  
Director Dist. No. 8. Bill Morain, 2007—  
Director Dist. No. 9. Paul Brooks, 2008  
AEA Director Francis Peterson,  
2009 IACCT Rep Harold Belken~~

#### **Article VII — Registered Office and Agent**

The address of the registered office shall be 6000 Grand, Des Moines, Polk County, Iowa, and the name of the initial registered agent shall be ~~Ronald Rice~~ the Executive Director, 6000 Grand, Des Moines, Polk County, Iowa.

#### **Article VIII — Delegate Assembly**

This corporation shall have a Delegate Assembly which shall meet annually, and the membership and conduct of which shall be as prescribed in the Bylaws. The Delegate Assembly shall study proposed legislation, establish legislative policy, provide for election of district directors as prescribed in the Bylaws and adopt, amend, alter, or approve Bylaws.

#### **Article IX – Meetings**

This corporation and Delegate Assembly shall meet annually at such times as determined by the Board of Directors. Thirty days notice of the time and place of the annual meeting of the corporation and the Delegate Assembly shall be given in the manner prescribed in the Bylaws.

#### **Article X – Indemnification**

The Corporation shall indemnify a director for liability (as such term is defined in section

Corporation Act) to any person for any action taken or any failure to take any action, as a director, except liability for any of the following: (1) receipt of a financial benefit by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation; (3) a violation of the unlawful distribution provision of the Revised Iowa Nonprofit Corporation Act; or (4) an intentional violation of criminal law. Without limiting the foregoing, the Corporation shall exercise all of its permissive powers as often as necessary to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize broader indemnification, then the indemnification obligations of the Corporation shall be deemed amended automatically and without any further action to require indemnification and advancement of funds to pay for or reimburse expenses of its directors and officers to the fullest extent permitted by law. The Corporation may also indemnify its employees in the Corporation's discretion. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any indemnification obligations of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

#### **Article XI – Limitation of Liability**

A director of the Corporation shall not be liable to the Corporation for money damages for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) the amount of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation; (3) a violation of the unlawful distribution provision of the Revised Iowa Nonprofit Corporation Act; or (4) an intentional violation of criminal law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability or any other right or protection of a director of the Corporation with respect to any state of facts

existing at or prior to the time of such repeal or modification.

#### **Article XII – Amendment**

These articles may be amended by two-thirds vote of the members present at any annual meeting of the corporation or special meeting for that purpose. Written notice setting forth the proposed amendment or summary of the changes to be effected thereby shall be given to members not less than 10 nor more than 50 days before the date of the meeting, either personally or by mail to all persons entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

#### **Article XIII – Anti-Inurement, Liquidation and Dissolution**

No part of the net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. If, upon liquidation and dissolution of the Corporation there remains in the hands of the Corporation or any liquidating agency, after paying and discharging all of the just debts and obligations of the Corporation, any money or property not otherwise disposed of or needed, all such money or property shall be conveyed and transferred as a gift to a nonprofit, charitable corporation. In no event shall any such excess assets or property be distributed to any directors of the Corporation.

## Iowa Association of School Boards

### Bylaws

#### Article I – Organization

**Section 1. Director Districts.** The members of this corporation within each designated district shall have power to perfect a district organization, elect officers, and conduct such business in the interest of the corporation as contemplated and governed by the Articles of Incorporation and these Bylaws. For organization and administrative purposes the state shall be divided into nine director districts composed of the following counties:

**A.** Director District No. 1. Buena Vista, Cherokee, Clay, Dickinson, Lyon, O'Brien, Osceola, Plymouth, Sioux.

**B.** Director District No. 2. Cerro Gordo, Emmet, Franklin, Hancock, Humboldt, Kossuth, Palo Alto, Pocahontas, Winnebago, Worth, Wright.

**C.** Director District No. 3. Allamakee, Black Hawk, Bremer, Buchanan, Butler, Chickasaw, Clayton, Fayette, Floyd, Howard, Mitchell, Winneshiek.

**D.** Director District No. 4. Audubon, Calhoun, Carroll, Crawford, Greene, Guthrie, Harrison, Ida, Monona, Sac, Shelby, Woodbury.

**E.** Director District No. 5. Boone, Dallas, Grundy, Hamilton, Hardin, Jasper, Marshall, Polk, Poweshiek, Story, Tama, Webster.

**F.** Director District No. 6. Benton, Cedar, Clinton, Delaware, Dubuque, Iowa, Jackson, Johnson, Jones, Linn, Scott.

**G.** Director District No. 7. Adair, Adams, Cass, Fremont, Mills, Montgomery, Page, Pottawattamie, Taylor.

**H.** Director District No. 8. Appanoose, Clarke, Decatur, Lucas, Madison, Marion, Monroe, Ringgold, Union, Warren, Wayne.

**I.** Director District No. 9. Davis, Des Moines, Henry, Jefferson, Keokuk, Lee, Louisa, Mahaska, Muscatine, Van Buren, Wapello, Washington.

**J. District Organization.** The members of this corporation within each designated district shall have power to perfect a district organization, elect officers, and conduct such business in the interest of the corporation as contemplated and governed by the Articles of Incorporation and these Bylaws.

**Section 2. AEA Director District.** The members of the board of directors of the area education agencies shall constitute an area education agency district director. The members of this corporation within the area education agency director district shall have power to organize as a committee of the Iowa Association of School Boards and conduct such business in the interest



of the corporation as contemplated and governed by the Articles of Incorporation and these Bylaws.

## Article II – Membership

**Section 1. Regular Membership.** The membership of this corporation shall be as provided in the Articles of Incorporation and as supplemented herein.

Regular voting membership shall be classified into three main groups:

- A. Members of local boards of directors of public school corporations as defined in Iowa Code chapter 274, operating an elementary-secondary system, including or not including a junior or community college.
- B. Members of area boards of directors operating community college.
- C. Members of area education agency boards of directors.

~~Section 2. Associate Membership. Associate non-voting membership shall be available to any individual, organization, or agency, involved in or related to education. Applications for associate non-voting membership shall be submitted to the Board of Directors, which shall constitute the membership committee for associate non-voting members. It shall be the duty of the membership committee to decide all matters relating to eligibility for associate non-voting membership, and to qualify candidates for associate non-voting membership. The membership committee's determination as to eligibility for associate non-voting membership shall be final.~~

## Article III – Officers

**Section 1. Officers.** The officers of this corporation shall consist of a president; a president-elect; an executive director, who shall also be the secretary of the corporation; and a treasurer.

- A. President. It shall be the duty of the president to preside at all meetings of the Association and to perform all duties incident to the office of the president and such other duties as may be prescribed from time to time by the Board of Directors and these Bylaws.
- B. President-elect. It shall be the duty of the president-elect, to perform the duties of the president in the absence of the president, or in the event of the president's inability or refusal to act. The president-elect when thus acting shall have the powers of and be subject to all restrictions placed upon the president. The president-elect shall perform such other duties as from time to time may be assigned by the president or the Board of Directors and these Bylaws. The president-elect shall become president of the Association upon completion of his/her/their term as president-elect.
- C. Secretary. The secretary shall be responsible for maintaining the records and accounts of the Association and shall keep the minutes of the meetings of the Association and of the Board of Directors; shall see that all notices are duly given in accordance with the Association's Articles of Incorporation and Bylaws; shall be the custodian of the corporate records and in general perform all duties incident to the office of secretary

and such other duties as from time to time may be assigned by the president or by the Board of Directors.

- D. Treasurer. The treasurer shall be responsible for overseeing the maintenance of accurate records of the Association's financial transactions; assist in the preparation of the annual budget and the investment of Association funds; monitor the monthly financial reports submitted to the Board of Directors; assure the annual audit of the financial records; and perform such other duties as from time to time may be assigned by the Board of Directors.

**Section 2. Terms.** The term of office for the president, president-elect and treasurer shall be two years. ~~Officers elected in 2019 shall serve a three-year term of office in order to move the election of officers to even-numbered years.~~ The terms of office for these officers shall begin at the organization meeting of the Board of Directors to be held in January following their election and shall continue until their successors are elected and qualified. The term of office for the executive director (secretary of the corporation) shall be continuing following appointment at the discretion and pleasure of the Board of Directors.

**Section 3. Nomination of President-elect.** The Board of Directors shall constitute a nominating committee to present to the Delegate Assembly a nominee for the office of president-elect, and the Delegate Assembly shall elect this officer.

**Section 4. Election of Executive Director and Treasurer.** The offices of executive director (secretary of the corporation) and treasurer shall be filled by appointment by the Board of Directors.

**Section 5. Membership of Local Board Required.** All officers of the corporation except as provided in Section 6 and except for the executive director and treasurer shall be a member of a board in good membership standing of the corporation.

**Section 6. Right to Succeed to the Presidency.** If the president is defeated at the regular school election prior to the second year of ~~his/her~~their term, ~~he/she~~they may complete the term of office. If the president-elect is defeated ~~for re-election to his/her school board~~ at the regular school election immediately prior to taking office as president, ~~he/she~~they shall be eligible to serve the term as president.

**Section 7. Vacancy.** Any vacancy occurring in the offices of President-elect or Treasurer shall be filled by appointment by the Board. A person appointed as Treasurer shall fill the remainder of the unexpired term of the person who vacated the office, after which the person shall be eligible to be appointed to a new two-year term in accordance with Section 2 and Section 4 of this Article.

A person appointed as President-elect shall serve until the next annual meeting of the Delegate Assembly, at which time a person shall be nominated and elected in accordance with these Bylaws, to fill the remainder of the un-expired term of the person who vacated the office. A vacancy shall occur at the next meeting of the Board of Directors following either (1) receipt of a person's resignation from the Board, or (2) the person becomes ineligible or unable to serve on the Board.

If the office of President becomes vacant during the first year of his/her/their term, the President-elect shall fill the un-expired term of the President and a vacancy shall be created in the office of President-elect. If the office of President becomes vacant during the second year of his/her/their term, the President-elect shall complete the un-expired term of the President and then complete the normal two-year term to which that person was elected. The vacancy created in the office of President-elect shall be filled as specified above.

If the office of President becomes vacant while an appointed, interim President-elect is in office, the vacancy shall be filled by the Past President until the next meeting of the Delegate Assembly, at which time the nominating committee shall present to the Delegate Assembly nominees for both the office of President and the office of President-elect and the Delegate Assembly shall elect those two officers.

## **Article IV – Board of Directors**

**Section 1. Directors.** The Board of Directors shall consist of one member from each of the nine districts of the state, one member from the area education agency director district, officers of the corporation, and any Iowa resident serving on the Board of a national association of state school boards associations. The immediate past president shall serve as an ex officio voting member of the Board of Directors; however, the past president shall not be required to be a member of a local school board to hold said office.

**Section 2. Additional Director.** A director district, as defined in Article I, Section 1, with public school enrollment of 80,000 or more is entitled to elect one additional member to the board of directors. Such director will be elected pursuant to the nomination and election procedures set forth in these Bylaws. Terms will be staggered so that only one director is elected in a director district election in any year, except to fill a vacancy. Persons elected to fill a vacancy shall serve the un-expired term of the person who vacated the office. Vacancies shall be filled as provided in these Bylaws.

**Section 3. Term of Office.** The term of office for directors shall be three years to begin at the organization meeting of the Board of Directors in January following their election and serve until their successors are elected and qualified. Except as provided in Sections 5 and 6 of Article III and Article IV, Section 1, all directors shall be members of a board in good membership standing of the corporation. A school board may have more than one member serve on the Board of Directors at the same time if each member represents a different membership classification as defined in Article II, Section 1, of these Bylaws.

**Section 4. Nomination for District Director.** Nomination for district director to fill a vacancy or due to the expiration of the incumbent's term shall be made by a caucus of delegates of each district at the annual meeting of the Delegate Assembly. The caucus shall designate not more than two persons for each vacancy and not more than two nominees shall be made for each expiring directorship. Notice of the time and place of the nominating caucus must be sent to each school board member in a director district at least 45 days prior to the caucus. In addition, a statement of candidacy must be included in the mailing for prospective candidates for district director to complete and return at least 21 days prior to the nominating caucus. If no person files a statement of candidacy 21 days prior to the caucus, a vacancy will exist which must be filled by the Board of Directors pursuant to Article IV, Section 7, of these Bylaws.

A. **Appointment of Caucus Chair.** The IASB president shall appoint a school board member to chair the caucus. The chair shall not be a candidate for district director.

B. **Statement of Candidacy.** A person filing a statement of candidacy as required in this section, may be placed in nomination by any delegate from the director district in attendance at the director district nominating caucus. Candidates for district director shall speak to the caucus regarding their experience and background prior to any voting.

C. **Voting.** Each delegate attending the nominating caucus may cast one vote for each directorship. If more than two candidates are nominated for each directorship, voting will be by secret ballot. The two candidates receiving the highest vote for each directorship shall be nominated and their names placed on the election ballot.

**Section 5. Election.** Within 10 days following the Delegate Assembly, ballots containing the names of the two nominees shall be sent to all member boards in good membership standing of the corporation in each respective district. If there is only one candidate nominated for director in a district, that candidate is elected, and ballots are not required to be sent to member boards in that district. Ballots shall be cast and returned to the executive offices of the corporation not later than 30 days following the dating of the ballot. Boards of directors of area community colleges shall cast their ballot for district director in the district in which their administrative office is located. All member school boards shall be eligible to cast one vote in the district director election and school boards having multiple delegates as determined in Article V, Section 1, subsection A. and B. shall be eligible to cast the number of votes as determined in Article V, Section 1, subsection A. and B., of these Bylaws.

**Section 6. Limitation of Terms.** No district director shall serve more than three consecutive full terms. This limitation shall not apply to partial terms to which a director was appointed to fill a vacancy pursuant to these Bylaws.

**Section 7. Vacancy.** Any vacancy occurring on the Board of Directors, which is not filled in accord with Section 4 and 5 of this Article, shall be filled by appointment. The person appointed shall serve until the next annual meeting of the Delegate Assembly at which time a person shall be nominated and elected, in accordance with the procedures of Sections 4 and 5 of Article IV, to fill the remainder of the un-expired term of the person who vacated the office. A vacancy shall occur at the next meeting of the Board of Directors following either (1) receipt of a person's resignation from the Board, or (2) the person becomes ineligible to serve on the Board.

**Section 8. Iowa Association of Community College Trustees Ex Officio Director.** The president, or the president's designee, of the Iowa Association of Community College Trustees shall be entitled to serve as an ex officio member on the Board of Directors, with voting authority. The term of the office on the Board of Directors shall coincide with the term of office to which the person was elected by the association.

## Article V – Delegate Assembly

**Section 1. Delegate Assembly.** The Delegate Assembly of the corporation shall meet at least once each year and be made up of delegates who are individual members of a board in good membership standing of the corporation and shall be elected and determined as follows:

A. **Allocation of Delegates.** Local school districts operating elementary-secondary systems shall be assigned delegates according to the following student enrollment schedule:

1.	0000 - 1200	enrollment	1 delegates (votes)
2.	1201 - 1600	enrollment	2 delegates (votes)
3.	1601 - 2400	enrollment	3 delegates (votes)
4.	2401 - 3600	enrollment	5 delegates (votes)
5.	3601 - 4800	enrollment	7 delegates (votes)
6.	4801 - 6000	enrollment	10 delegates (votes)
7.	6001 and over	enrollment	15 delegates (votes)

B. **A.E.A. Delegates.** Area education agencies shall be assigned delegates according to the following student enrollment schedule:

1.	0000 - 29,999	enrollment	2 delegates (votes)
2.	30,000 and over	enrollment	3 delegates (votes)

C. **Community College Delegates.** Area community college districts shall be entitled to five delegates. These delegates shall be elected by the governing body of the Iowa Association of Community College Trustees.

D. **Voting.** Each delegate present shall be entitled to cast one vote, except in the case of districts having multiple delegates, the full number of eligible votes as determined by the number of eligible delegates for any such district may be cast as a unit by the delegate or delegates in attendance from that district. A majority of the members at the Delegate Assembly is required for any action taken by the Delegate Assembly.

**Section 2. Alternate Delegates.** For each area community college delegate, and for each local school board and area education agency board entitled to one or more delegates there shall be elected an alternate delegate to serve in the absence or inability of a designated delegate to serve.

**Section 3. Eligibility to Vote.** Eligibility to vote shall be limited to member boards in good membership standing of the corporation. Delegates and alternates must be a member of a board in good membership standing of the corporation to be eligible to serve. In the event a delegate cannot be identified by a board that is represented by a current IASB director, the IASB director may be named as the voting delegate for their district.

**Section 4. Term.** The term of office for each delegate shall be one year. Vacancies within the term shall be filled for the un-expired period in the same manner as above provided. If, because of an enrollment increase, a school district becomes eligible for an additional delegate that delegate will be added at the time delegates are elected for a one-year term.

**Section 5. Members of Delegate Assembly – Quorum.** The president of the corporation shall preside over the Delegate Assembly. All officers and directors of the corporation count toward quorum. One hundred delegates in attendance at any Delegate Assembly shall constitute a quorum.

**Section 6. Powers of Delegate Assembly.** In addition to the powers prescribed in the Articles of Incorporation and otherwise in these Bylaws, the Delegate Assembly shall have the power to consider and adopt resolutions, proposals for consideration and enactment by the Iowa Legislature, policy position with respect to issues affecting education in the State of Iowa, and ratification of schedule of membership dues for the corporation.

**Section 7. Annual Meeting of Delegate Assembly.** The annual meeting of the Delegate Assembly shall be at such time and place as determined by the Board of Directors and notice thereof shall be given not less than 30 days prior thereto.

**Section 8. Special Meetings of Delegate Assembly.** Special meetings of the Delegate Assembly may be called by the Board of Directors with notice of time and place being given not less than 30 days prior thereto.

#### **Article VI – Membership Dues**

**Section 1. Regular Membership Dues.** A schedule of dues for all regular membership classifications shall be determined and recommended by the Board of Directors to the Delegate Assembly and shall become effective upon ratification by the Delegate Assembly.

~~**Section 2. Dues for Associate Members.** The Board of Directors shall establish a schedule of annual dues for associate non-voting members.~~

#### **Article VII – Membership Meeting**

**Section 1. Annual Meeting.** There shall be an annual meeting of the membership of the corporation to be held at such time and place as determined by the Board of Directors and notice thereof shall be given not less than 30 days in advance of the designated date.

**Section 2. Special Meetings.** Special meetings of the membership may be called upon petition of not less than five members of the Board of Directors. The time, place, and notice of such special meeting shall be the same as prescribed for the annual meeting.

**Section 3. Quorum.** The presence of one hundred board members shall constitute a quorum at any meeting of the corporation.

~~**Section 4. Voting Actions taken shall require a majority vote of the members present at any annual meeting of the corporation or special meeting called for that purpose, unless otherwise required by the Articles of Incorporation.**~~

## Article VIII – Affiliate Entities

**Section 1. Legal Service Fund.** The Board of Directors shall appoint a Legal Service Committee, which shall be responsible for the administration of the Legal Service Fund within the Rules and Regulations adopted by the Board of Directors.

- A. **Membership in the Legal Service Fund.** A regular voting member of the Association may, on a wholly voluntary basis, become a legal service associate member and participate in a Legal Service Fund, upon application and payment of legal service associate member dues as established by the Board of Directors.
- B. **Legal Services.** In addition to the rights and privileges of legal service fund associate membership, the associate member is also eligible to receive legal services through the fund pursuant to the rules and regulations established by the Board of Directors.

## Article IX – Committees

**Section 1. Committees.** The president shall have power to appoint such committees from the membership as from time to time deemed to be in the best interest of the affairs of the corporation.

**Section 2. Executive Committee.** There shall be an Executive Committee composed of the corporation's president, president-elect, treasurer, immediate past president and the chairs of the Audit/Finance Committee, the Compensation/Benefits Committee and the Governance/Bylaws Committee. The executive director shall be an ex officio member without voting rights.

A. **Executive Committee Terms.** The term of each member of the Executive Committee shall be concurrent with ~~his/her~~their term of office as an officer of the corporation or chair of ~~her/her~~their committee.

B. **Powers.** The Executive Committee shall (a) have the power of the Board of Directors to act in an emergency which requires immediate action and to bind the corporation by such action between meetings of the Board, (b) to perform such other functions to the extent provided by resolution of the Board of Directors, and (c) study and make recommendations to the Board of Directors on matters to be considered by the Board.

C. **Chair.** The president of the corporation shall serve as chair~~man~~ of the Executive Committee.

D. **Meetings and Quorum.** The Executive Committee shall meet on the call of the president. At any meeting of the Executive Committee, four voting members shall constitute a quorum for the transaction of business.

E. **Telephonic Meetings.** Executive Committee meetings may be held by a conference telephone call. Members of the Executive Committee may participate in such a conference telephone call, and such participation shall constitute presence in person at such meeting.

**F. Minutes.** The Executive Committee shall make a report to the Board of Directors at each meeting of the Board with respect to the actions taken by it in the interim period between Board meetings.

## **Article X – Adoption, Amendment of Bylaws**

**Section 1.** Amendment. Bylaws may be adopted, amended, or revised from time to time by the Delegate Assembly. The Board of Directors may recommend to the Delegate Assembly such changes as deemed necessary. Ten days notice to the general membership shall be required in advance of the consideration and adoption of any Bylaws, amendment or revision thereto.

## **Article XI – Management**

**Section 1. Management of the Association.** The affairs of this corporation shall be under the general management of the Board of Directors who shall meet not less than four times annually at a time and place of their choice.

**Section 2. Executive Staff.** The Board of Directors shall have authority to select and engage such executive staff as it deems proper.

**Section 3. Services Provided to ~~Associate-Non-Members~~.** The Board of Directors shall have the authority to determine the services to be available to ~~associate non-voting non-~~members. \_

**Section 4. Insurance.** The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent, member, or volunteer of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of the Restated Articles of Incorporation.

## **Article XII – National Presence**

**Section 1. National Affiliations.** The Board of Directors may determine methods to advance the goals and policies of IASB by approving memberships or affiliations with other state school boards associations and participating in the activities thereof.

**Section 2. Ex Officio Director.** At any time an office on the board of directors of a national association of state school boards associations is held by a member of the corporation said person shall serve as an ex officio voting member of the Board of Directors of the corporation.





INSPIRE LEARNING.  
UNLOCK POTENTIAL.  
EMPOWER ACHIEVEMENT.

## BOARD OF DIRECTORS MINUTES OCTOBER 7, 2024

[Click here for YouTube recording](#)

### **100: CALL TO ORDER & DETERMINATION OF A QUORUM**

The meeting of the Linn-Mar Board of Directors was called to order at 5:00 PM at Marion City Hall (1225 6<sup>th</sup> Avenue, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Lowe Lancaster, Morey, Thomas, and Walker. Administration present: Kortemeyer, Galbraith, Frick, Ramos, Nelson, and Wear. Absent: Christian.

### **200: ADOPTION OF AGENDA - *Motion 47-10-07***

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

### **300 SPECIAL RECOGNITION – Exhibit 300.1**

President Buchholz thanked the principals and read a proclamation in recognition of National Principals' Month.

### **400: AUDIENCE COMMUNICATIONS** *(SPG #1-Community Engagement)*

1. Jesse Zerr, LM Student, Linn-Mar Fine Arts Needs
2. Iris Strong, LM Resident, Student equity and protection

### **500: MISSION MOMENT** *(SPG #1-Community Engagement / BG #2.e-Student Learning)*

The Board of Directors shared kudos with the LMHS Thespian Troupe for a successful production of *The Crimson House Murder*, congratulated LMHS Senior Dylan Muszynski for being named KCRG Athlete of the Week, and shared a couple stories that showed the kindness and character of Linn-Mar students and staff.

### **600: INFORMATIONAL REPORTS/DISCUSSIONS**

#### **601: Assessment Data & Conditions for Learning Survey – Exhibits 601.1-2**

Nathan Wear, Associate Superintendent & Chief Academic Officer, and Melissa Frick, Executive Director of Student Services, reported on the 2023-24 assessment data and Conditions for Learning survey. Key points were shared on the Formative Assessment System for Teachers (FAST), Iowa Statewide Assessment of Student Progress (ISASP), Conditions for Learning Survey, Advanced Placement and ACT exams, graduation rates, and college/career readiness. *(SPG #2-Learning Excellence / BG #2.b-c-Student Learning)*

**602: Board Visit Report** (BG #2.b-c-Student Learning)

The Board of Directors reported they enjoyed their September 26<sup>th</sup> visit to Excelsior Middle School and were impressed by the student-led presentation and the student’s enthusiasm in learning, their sense of pride, and the information the students shared on the various clubs offered.

**603: Finance/Audit Committee Report**

Directors Buchholz, Foss, and Morey reported that during the October 3<sup>rd</sup> F/AC meeting topics discussed included district financials, construction project updates, and the need for a new scoreboard at the football stadium. (SPG #5-Resource Mngmt / BG #2.d-Student Learning & 3.c-District Culture)

**604: Marion City Council Report** (SPG #1-Community Engagement / BG #3.d-District Culture)

President Buchholz reported that during the October 3<sup>rd</sup> Marion City Council meeting there were no items that pertained to the district. Buchholz also shared some information on a presentation he attended regarding student cellphone use that was presented by Dr. Padget Skogman.

**605: Superintendent’s Report – Exhibit 605.1** (SPG #1-Community Engagement)

Superintendent Kortemeyer shared updates from around the district including several district honors and highlights, an update on current construction projects, updated information on the new attendance requirements, a review of her recent meeting participation, and information on upcoming events.

**700: UNFINISHED BUSINESS**

**800: NEW BUSINESS** (SPG #5-Resource Management / BG #1.b-c Visionary Team & 3.c-District Culture)

**801: Appointment of Board Member - Motion 48-10-07**

President Buchholz facilitated a discussion and appointment of the new board member. Board members shared the need to appoint someone that is engaged with the district. Thanks were shared with the eight candidates that applied.

**MOTION** by Morey to appoint Midhat Mansoor to fill the vacant board seat through the completion of the term in November 2025. Second by Lowe Lancaster. Voice vote, all ayes. Motion carried. Jonathan Galbraith, Board Secretary/Treasurer, administered the oath of office.

**802: Approval of Open Enrollment Requests - Motion 49-10-07**

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

Approved IN	Student Name	Grade	Resident District
	Compton, Jordan	7	Cedar Rapids CSD
	Krause, Sereniti	4	Cedar Rapids CSD

Approved OUT	Student Name	Grade	Requested District	Reason
	Elsawy, Heba	11	Cedar Rapids CSD	Good cause

Denied OUT	Student Name	Grade	Requested District	Reason
	Dahl, Preslee	8	College CSD	Late-no good cause

**900: CONSENT AGENDA** (SPG #4-People/Culture & #5-Resource Mngmt / BG #3.a, c, d-District Culture)

**MOTION** by Lowe Lancaster to approve the consent agenda as presented. Second by Walker. Foss asked for clarification on the 12/13 resignation. It was clarified that the person was not relocating until December. Buchholz thanked Stephanie Rosendale for her service and congratulated her on her retirement. Thomas drew attention to the need to host fundraiser to fulfill classroom supply needs. Foss shared that the Linn-Mar School Foundation supports a lot of classroom needs with grants. Voice vote, all ayes. Motion carried. - **Motion 50-10-07**

**901: Personnel**

**Classified Staff: Assignments/Reassignments/Transfers**

Name	Assignment	Dept Action	Salary Placement
Ancheta, Anthony	LMHS: Custodian	10/2/24	LMSA C, Step 1
Ayoub, Hebatallah	WF: Student Support Associate	10/1/24	LMSEAA A, Step 1
Covey, Breanna	NS: HP Cashier/General Help	9/23/24	PTNS, Step 1
Kozloski, Aiden	BP: Student Support Associate	9/26/24	LMSEAA A, Step 1
Leete, Barbara	WE: Student Support Associate	10/1/24	LMSEAA A, Step 3
Mays, Arianna	EH: Student Support Associate	10/7/24	LMSEAA A, Step 1
McCurren, Jean	LMHS: SSA From 7 to 2.5 Hours/Day	10/1/24	Same
Murray, Natalie	AC: Aquatic Instructor	9/23/24	\$12.00/hour
Wild, Brianna	LG: Student Support Associate	10/1/24	LMSEAA A, Step 1
Wullner, Amber	NS: LMHS General Help	9/23/24	PTNS, Step 2

**Classified Staff: Resignation**

Name	Assignment	Dept Action	Reason
Leiva, Keyner	LMHS: Student Support Associate	9/13/24	Relocation
Patton, John	LMHS: Student Support Associate	12/13/24	Relocation
Rosendale, Stephanie	IC: Health Assistant	9/20/24	Retirement
Stark, Thomas	LMHS: Student Support Assoc (.5 FTE)	9/20/24	Relocation
Woitak, Camden	NS: HP Lead Baker	9/27/24	Personal

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

Name	Assignment	Dept Action	Salary Placement
Young, Jacob	OR: From Asst to Head 7 <sup>th</sup> Gr Boys Basketball Coach	9/30/24	\$3,514

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

Name	Assignment	Dept Action	Reason
Morgan, John	OR: Head 7 <sup>th</sup> Gr Boys Basketball Coach	9/20/24	Termination
Morgan, John	OR: Head 8 <sup>th</sup> Gr Football Coach	9/20/24	Termination

**902: Approval of September 23<sup>rd</sup> Board Minutes – Exhibit 902.1**

**903: Approval of Bills/Warrants – Exhibit 903.1**

**904: Approval of Contracts/Agreements – Exhibits 904.1-5**

1. Brecke Mechanical Contractors agreement for boiler heat exchanger for Excelsior
2. Iowa Vocational Rehabilitation Services agreement for IBC Youth Pilot Transition Program including Iowa Blueprint for Change Transition Program memorandum of understanding
3. Lynn Block independent contractor agreement work with Boys Swimming
4. Mark Baumann independent contractor agreement work with Wilkins Choir
5. Laura Olson independent contractor agreement work with Indian Creek Music

**905: Fundraising Requests – Exhibits 905.1-4**

1. Bowman Woods Artsonia sales to raise funds for art supplies
2. Oak Ridge t-shirt sales to raise funds for classroom instructional supplies and professional development materials
3. Linn-Mar High School TAG snack sales to raise funds for the Cedar Valley Humane Society
4. Boys Basketball youth camp to raise funds for uniforms, coaches, supplies, and transportation

**906: Overnight Trip Request – Exhibit 906.1**

1. FBLA to attend State Fall Leadership Conference in Des Moines October 20-21

**907: Informational Financial Reports – Exhibits 907.1-2**

1. School Finances and Cash Balance Reports as of 7/31/23
2. School Finances and Cash Balance Reports as of 7/31/24

**908: Disposition of Obsolete Equipment**

Per Iowa Code (§§ 297.22-25) and Policy 902.6, the district will list for sale obsolete equipment/furnishings on GovDeals.com. Item for sale: 2006 Chevy K2500 HD truck.

**1000: BOARD CALENDAR & COMMUNICATIONS**

**1001: Board Calendar & Communications**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
October 8	8:30 AM	Policy Committee	Boulder Peak – Rm 2365
October 10	4:00 PM	School Improvement Advisory Committee (SIAC)	Former LRC Boardroom
October 17	8:30 AM	Board Visit	Linn Grove Elementary
October 17	5:30 PM	Marion City Council ( <i>Thomas</i> )	City Hall
<i>October 18</i>	--	<i>America Reads Day</i>	--
October 21	5:00 PM	Diversity/Equity/Inclusion Committee (DEI)	Boulder Peak-Orange Pod
<i>October 22</i>	--	<i>Elem/Int/MS Conferences</i>	<i>2-Hr Early Dismissal PK-12</i>
<i>October 24</i>	--	<i>Elem/Int/MS Conferences</i>	<i>2-Hr Early Dismissal PK-12</i>
<i>October 25</i>	--	<i>No School (Professional/Workday)</i>	--
October 28	5:00 PM	LMCSD Board of Directors Meeting	City Hall

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
<i>October 30</i>	<i>3:00 PM</i>	<i>Marion Chamber of Commerce Annual Meeting</i>	<i>Epic Event Center</i>
October 30	4:15 PM	LMHS School Counselors Advisory	LMHS College/Career Cntr
October 31	11:30 AM	Board Visit	Echo Hill Elementary
<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
<i>November 4</i>	--	<i>No School (Professional Day)</i>	--
<i>November 5</i>	--	<i>No School (Professional Day)</i>	--
November 7	8:30 AM	Finance/Audit Committee (F/AC)	Superintendent's Conf Rm
November 7	4:05 PM	Venture Academics Advisory (VAA)	Venture Room 304/305
November 7	5:30 PM	Marion City Council ( <i>Thomas</i> )	City Hall
November 11	5:00 PM	LMCSD Board of Directors Annual Meeting	Boardroom
November 18	5:00 PM	Diversity/Equity/Inclusion Committee (DEI)	Boardroom
November 20-21	--	IASB Annual Convention	Des Moines
November 20	6:00 PM	UEN Annual Meeting	Des Moines
<i>November 21</i>	--	<i>High School Conferences</i>	--
November 21	5:30 PM	Marion City Council ( <i>Morey</i> )	City Hall
<i>November 27</i>	--	<i>No School (Teacher Comp Day)</i>	--
<i>November 28-29</i>	--	<i>No School (Thanksgiving Break)</i>	--

## **1002: Board Committees/Advisories**

### **Required Board Committees/Advisories**

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

### **Additional District Committees/Advisories**

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

## **1100: ADJOURNMENT - Motion 51-10-07**

**MOTION** by Morey to adjourn the meeting at 6:40 PM. Second by Lowé Lancaster. Voice vote, all ayes. Motion carried.

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Barry Buchholz, Board President

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Jonathan Galbraith, Board Secretary/Treasurer

Linn-Mar Community School District

IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
<b>Fund: AQUATIC CENTER</b>		
BLACK HAWK SWIMMING ASSOCIATION	DUES AND FEES	\$1,980.00
COE COLLEGE	DUES AND FEES	\$2,222.00
DUBUQUE AREA SWIMMIN' HURRICANES	DUES AND FEES	\$3,507.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$9,022.67
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$170.32
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$728.26
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$170.32
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$728.26
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$689.41
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$732.17
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$1,098.87
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$7.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$19.17
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$911.06
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$341.42
UNIVERSITY OF IA	DUES AND FEES	\$722.00
USA SWIMMING/IOWA SWIMMING, INC	DUES AND FEES	\$2,442.00
<b>Fund Total:</b>		<b>\$25,492.43</b>
<b>Fund: DEBT SERVICE</b>		
UMB BANK, N.A.	INTEREST	\$1,081,200.00
<b>Fund Total:</b>		<b>\$1,081,200.00</b>
<b>Fund: GENERAL</b>		
A-1 RENTAL, INC	RENTALS EQUIPMENT	\$1,033.73
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL	\$3,833.33
ACCESS SYSTEMS	GENERAL SUPPLIES	\$742.87
ACME TOOLS	INSTRUCTIONAL SUPPLIES	\$377.25
ACME TOOLS	MAINTENANCE SUPPLIES	\$639.76
ACOUSTICS BY WASHBURN, LLC	REPAIR/MAINT SERVICE	\$185.00
ADVANCE AUTO PARTS	TRANSP. PARTS	\$186.91
ADVANTAGE RECORDS MANAGEMENT	GENERAL SUPPLIES	\$99.16
AGVANTAGE FS	PROPANE	\$8,639.09
AGVANTAGE FS	TRANSP. PARTS	\$222.82
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$569.98
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$866.18
ALLIANT ENERGY	ELECTRICITY	\$11,493.25
AMERICAN FLAGPOLE & FLAG CO.	GENERAL SUPPLIES	\$558.60
AMERICAN SPECIALTIES	GENERAL SUPPLIES	\$5.75
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$5.75
ARK DATA CENTERS LLC	OTHER TECH SER	\$109.20
ARNOLD BRIANNE	STAFF TRAVEL	\$272.00
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$651.84
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$138.40
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$79.23
ASIFLEX	OTHER PROFESSIONAL SERVICES	\$741.00

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
BIG RIGGER BUILDERS INC	VEHICLE REPAIR	\$1,381.31
BLUUM OF MINNESOTA, LLC	COMP/TECH HARDWARE	\$3,303.50
BLUUM OF MINNESOTA, LLC	GENERAL SUPPLIES	\$3,303.49
BRECKE	REPAIR/MAINT SERVICE	\$1,450.00
BUDGET CHALLENGE	INSTRUCTIONAL SUPPLIES	\$600.00
BURGESS GAYLA	STAFF TRAVEL	\$30.50
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$6,478.61
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$14,509.47
CARROLL CONSTRUCTION SUPPLY	GROUNDS UPKEEP	\$71.70
CEDAR RAPIDS METRO ECONOMIC ALLIANCE	DUES AND FEES	\$500.00
CEDAR RAPIDS TIRE	REPAIR PARTS	\$88.22
CEDAR RAPIDS TOOL & DIE	INSTRUCTIONAL SUPPLIES	\$300.00
CEDAR RAPIDS WINSUPPLY PLUMBING CO	HEAT/PLUMBING SUPPLY	\$7,851.86
CEDAR RAPIDS WINSUPPLY PLUMBING CO	MAINTENANCE SUPPLIES	\$649.00
CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	\$5,317.90
CENTURYLINK	TELEPHONE	\$2,393.81
CHIROPRACTIC OF IOWA	PHYSICALS	\$110.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$848.70
CITY OF MARION	OTHER PROFESSIONAL SERVICES	\$11,487.00
CITY TREASURER'S OFFICE	OTHER PROFESSIONAL SERVICES	\$150.00
COLLECTION	EE LIAB-GARNISHMENTS	\$1,547.99
CONTINENTAL RESEARCH CORPORATION	MAINTENANCE SUPPLIES	\$798.80
CORTEZ JESSICA	STAFF TRAVEL	\$34.40
CRESCENT PARTS & EQUIPMENT CO., INC	MAINTENANCE SUPPLIES	\$344.60
CRISIS PREVENTION INSTITUTE INC	INSTRUCTIONAL SUPPLIES	\$9,298.00
CRISIS PREVENTION INSTITUTE INC	PROF SERV: EDUCATION	\$400.00
CRISIS PREVENTION INSTITUTE INC	Professional Educational Services	\$200.00
CROWBAR'S	GENERAL SUPPLIES	\$231.77
CROWBAR'S	TRANSP. PARTS	\$173.58
CULVERS GARDEN CENTER & GREENHOUSE	GROUNDS UPKEEP	\$999.50
CUTLER LAUREN	GENERAL SUPPLIES	\$18.75
D & K PRODUCTS	GROUNDS UPKEEP	\$850.00
D'CAMP SARAH	STAFF TRAVEL	\$65.50
D.I.A.L./ELEVATOR SAFTEY BUREAU	OTHER PROFESSIONAL SERVICES	\$600.00
DAKTRONICS, INC	GENERAL SUPPLIES	\$5,680.00
DAVIES BETH	Professional Educational Services	\$100.00
DB ACOUSTICS INC	GENERAL SUPPLIES	\$758.75
DICK'S PETROLEUM CO.	TRANSP. PARTS	\$50.06
DOUG ELSBURY	GENERAL SUPPLIES	\$419.00
ELECTRICAL ENGINEERING & EQUIPMENT CO.	ELECTRICAL SUPPLY	\$1,803.31
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL SERVICES	\$1,995.12
EMS DETERGENT SERVICES	INSTRUCTIONAL SUPPLIES	\$84.90
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$190.21
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,403,946.83
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$1,239.59

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
FOREST VANESSA	STAFF TRAVEL	\$35.40
FREIBURGER VICKI	STAFF TRAVEL	\$52.75
GALBRAITH JON	STAFF TRAVEL	\$105.85
GASWAY CO, J P	GENERAL SUPPLIES	\$36,391.72
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$1,332.57
GILCREST/JEWETT	INSTRUCTIONAL SUPPLIES	\$610.83
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$749.50
GRAINGER	GENERAL SUPPLIES	\$413.02
GREENWOOD CLEANING SYSTEMS	MAINTENANCE SUPPLIES	\$14,094.40
HALVERSON PHOTOGRAPHY LLC	OTHER TECH SER	\$3,374.00
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$57,401.40
HASS GARCIA ANNA	STAFF TRAVEL	\$90.00
HAVEL NATALEE	STAFF TRAVEL	\$45.35
HAWKEYE FIRE & SAFETY COMPANY	OTHER PROFESSIONAL SERVICES	\$123.90
HAYES BETH	STAFF TRAVEL	\$156.70
HENNINGS KELLY	STAFF TRAVEL	\$29.00
HICKS JESSIE	STAFF TRAVEL	\$18.00
HUK RUBBER STAMP CO.	INSTRUCTIONAL SUPPLIES	\$69.90
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$215.13
IMAGINE LEARNING LLC	INSTRUCTIONAL SUPPLIES	\$50.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$3,083.75
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$68,262.88
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$289,837.56
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$68,105.52
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$289,837.56
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$380,998.45
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$156.60
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$1,109.65
IOWA APPLIANCE CENTER, INC	GENERAL SUPPLIES	\$4,194.00
IOWA COMMUNICATIONS NETWORK	INTERNET	\$11.08
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$2,745.29
IOWA DEPT OF REVENUE	EE LIAB-GARNISHMENTS	\$380.04
IOWA DIVISION OF CRIMINAL INVEST	OTHER PROFESSIONAL SERVICES	\$950.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$346,395.93
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$519,869.02
IOWA SHARES	EE LIAB-CHARITY	\$23.00
ISFIS	OTHER PROFESSIONAL SERVICES	\$1,143.00
JOHNSON CONTROLS	REPAIR/MAINT SERVICE	\$3,940.00
JOHNSTONE SUPPLY	HEAT/PLUMBING SUPPLY	\$266.66
JUICEBOX INTERACTIVE	COMPUTER SOFTWARE	\$350.00
JVA MOBILITY	INSTRUCTIONAL SUPPLIES	\$85.00
KIRKWOOD COMM COLLEGE	OTHER PROFESSIONAL SERVICES	\$147.00
KIRKWOOD COMM COLLEGE	OTHER TECH SER	\$120.00
KORTEMAYER AMY	STAFF TRAVEL	\$140.00
LAWSON PRODUCTS, INC	MAINTENANCE SUPPLIES	\$240.39



# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
LAWSON PRODUCTS, INC	TRANSP. PARTS	\$309.73
LINN CO-OP OIL	GASOLINE	\$1,228.51
LINN COUNTY PUBLIC HEALTH	MISC REVENUE	\$770.00
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$204.00
LYNCH FORD	TRANSP. PARTS	\$101.14
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5,840.25
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$10,598.64
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$256.00)
MARION CHAMBER OF COMMERCE	DUES AND FEES	\$467.29
MARION JANITORIAL SUPPLY CO	GENERAL SUPPLIES	\$661.14
MARION JANITORIAL SUPPLY CO	MAINTENANCE SUPPLIES	\$796.40
MARION WATER DEPT	WATER/SEWER	\$21,430.86
MCMASTER-CARR	GENERAL SUPPLIES	\$30.43
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$504.76
MEDCO SUPPLY	GENERAL SUPPLIES	\$911.66
MEDIACOM	TELEPHONE	\$296.90
MENARDS -13127	GENERAL SUPPLIES	\$642.03
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$1,007.00
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$654,837.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	(\$41.25)
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,000.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$50,349.07
MHC Kenworth Cedar Rapids	TRANSP. PARTS	\$1,864.65
MHC Kenworth Cedar Rapids	VEHICLE REPAIR	\$2,461.40
MID AMERICAN ENERGY	NATURAL GAS	\$15.27
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR PARTS	\$68.23
MIDWEST WHEEL	TRANSP. PARTS	\$72.08
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$160.00
MTI DISTRIBUTING INC	REPAIR PARTS	\$190.37
N2Y INC.	COMPUTER SOFTWARE	\$4,019.92
NAPA AUTO PARTS	SHOP TOOLS/EQUIPMENT	\$123.79
NELSON RENEE	STAFF TRAVEL	\$50.65
NICHOLSON AMY	STAFF TRAVEL	\$45.90
NOTEWORTHY MUSIC SERVICES, INC	EQUIPMENT REPAIR	\$50.00
OBERBROECKLING TINA	Staff Tuition & Continue ED payment	\$1,198.34
OFFERMAN SARAH	STAFF TRAVEL	\$91.80
ORKIN PEST CONTROL	OTHER PROFESSIONAL SERVICES	\$475.00
OVERHEAD DOOR CO	REPAIR/MAINT SERVICE	\$2,198.50
PARTS TOWN, LLC	GENERAL SUPPLIES	\$5,561.07
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$1,368.48
PFEIL ANGELA	STAFF TRAVEL	\$24.50
PFEIL REBEKAH	STAFF TRAVEL	\$30.20
PIRNAT MICHAELA	STAFF TRAVEL	\$77.90
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$1,204.00
PODS ENTERPRISES, LLC	RENTALS EQUIPMENT	\$60.38

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
Polk County Sheriff	EE LIAB-GARNISHMENTS	\$721.06
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$1,030.00
POWER KATHRYN	STAFF TRAVEL	\$15.80
POWER LIFT	INSTRUCTIONAL SUPPLIES	\$32.00
QUILL CORPORATION	OFFICE SUPPLIES	\$128.06
RAUSCH ERICA	STAFF TRAVEL	\$183.30
RELAYHUB LLC	DATA PROCESSING AND	\$339.44
RIES KARLA	STAFF TRAVEL	\$204.60
ROBERT HALF	OTHER PROFESSIONAL SERVICES	\$2,748.72
ROBERTSHAW KIRSTEN	STAFF TRAVEL	\$22.00
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$529.10
ROTO-ROOTER	REPAIR/MAINT SERVICE	\$153.30
ROUNDS TRACY	STAFF TRAVEL	\$68.25
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$389.00
SANDERSFELD SHAWN	Professional Educational Services	\$50.00
SANDPAPER AMERICA INC.	INSTRUCTIONAL SUPPLIES	\$224.02
SCHIMBERG	HEAT/PLUMBING SUPPLY	\$144.61
SCHOOL DATEBOOKS	INSTRUCTIONAL SUPPLIES	\$1,582.31
SCHOOL SYSTEMS LLC	INSTRUCTIONAL SUPPLIES	\$1,000.00
SCHULT BARBARA	STAFF TRAVEL	\$192.23
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$278.37
SEYMOUR RYLEY	STAFF TRAVEL	\$92.70
SHERWIN-WILLIAMS	MAINTENANCE SUPPLIES	\$327.98
SITEONE LANDSCAPE SUPPLY, LLC	GROUNDS UPKEEP	\$1,044.96
SMITH OLIVIA	STAFF TRAVEL	\$32.60
SONOVA USA INC.	INSTRUCTIONAL SUPPLIES	\$1,416.63
SPENCER MADDISON	STAFF TRAVEL	\$123.00
STATE HYGIENIC LABORATORY	GENERAL SUPPLIES	\$14.50
STEVEN STICKNEY	Professional Educational Services	\$100.00
STREFF ELECTRIC INC	REPAIR/MAINT SERVICE	\$400.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$4,046.40
T & K	REPAIR/MAINT SERVICE	\$368.00
TEGELER WRECKER & CRANE	REPAIR/MAINT SERVICE	\$327.00
THE SHREDDER	OTHER PROFESSIONAL SERVICES	\$632.00
THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$24.00
TOWNS KATHRYN	STAFF TRAVEL	\$328.00
TRANSACT COMM LLC DBA APP-GARDEN	OTHER TECH SER	\$1,800.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$166,715.58
TRI-CITY ELECTRIC COMPANY OF IOWA	GENERAL SUPPLIES	\$3,850.00
TRI-CITY ELECTRIC COMPANY OF IOWA	OTHER PROFESSIONAL SERVICES	\$2,312.00
TRITLE LORI	STAFF TRAVEL	\$78.40
TRITLE LORI	TRANSP PRIVATE CONT	\$76.50
TWIN PEAKS VENDING LLC	MISC REVENUE	\$208.43
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$110.00
VAN METER CO	ELECTRICAL SUPPLY	\$344.35

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
VAN SANT ENTERPRISES	INSTRUCTIONAL SUPPLIES	\$349.95
VERIZON WIRELESS	TELEPHONE	\$1,684.85
VHF SALES, INC	HEAT/PLUMBING SUPPLY	\$348.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$64,724.43
WALSH DOOR & HARDWARE	MAINTENANCE SUPPLIES	\$975.00
WENGER	INSTRUCTIONAL SUPPLIES	\$1,368.80
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$1,529.18
WEST MUSIC CO	PROF SERV: EDUCATION	\$549.00
WINDSTAR LINES	TRANSP PRIVATE CONT	\$6,277.85
WORTHINGTON DIRECT	INSTRUCTIONAL SUPPLIES	\$7,801.61
YMCA-25315	INSTRUCTIONAL SUPPLIES	\$500.00

**Fund Total: \$6,703,878.49**

**Fund: LOCAL OPT SALES TAX**

DE LAGE LANDEN PUBLIC FINANCE	COMP/TECH HARDWARE	\$76,461.66
MCCOMAS LACINA CONSTRUCTION LC	CONSTRUCTION SERV	\$1,744,597.69
OPN ARCHITECTS, INC.	ARCHITECT	\$32,134.24
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$2,720.60

**Fund Total: \$1,855,914.19**

**Fund: MANAGEMENT LEVY**

TRUENORTH COMPANIES, LC	Vehicle Insurance	\$583.00
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**Fund Total: \$583.00**

**Fund: NUTRITION SERVICES**

ANDERSEN JAY	GENERAL SUPPLIES	\$44.99
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$25,542.66
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$8,220.58
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$2,521.51
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$73,423.67
GAJJALA SUJATHA	GENERAL SUPPLIES	\$44.97
GILLEN LORI	GENERAL SUPPLIES	\$45.00
HEARTLAND PAYMENT SYSTEMS	COMPUTER SOFTWARE	\$8,746.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,376.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$5,885.63
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,376.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$5,885.63
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$3,604.07
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$11,180.87
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$16,780.19
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$198.35
MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$47,736.82
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$24,337.76
OFFICE EXPRESS	GENERAL SUPPLIES	\$167.71
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$7,813.95

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$73,938.93
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$1,039.25
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$1,925.11
UNDER-HILL TRUCK & AUTO REPAIR	VEHICLE REPAIR	\$1,753.91
VOSS LUKE	GENERAL SUPPLIES	\$39.99
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00
WULLNER AMBER	GENERAL SUPPLIES	\$45.00

**Fund Total: \$323,900.43**

**Fund: PHY PLANT & EQ LEVY**

BI-STATE MASONRY INC	CONSTRUCTION SERV	\$24,860.00
BIG RIGGER BUILDERS INC	VEHICLE REPAIR > \$2500	\$8,322.13
CULVER'S CORRIDOR STORAGE, LLC	FACILITY RENTAL	\$1,187.50
DRYSPACE INC	CONSTRUCTION SERV	\$1,513.04
ELECTRO MECH SCOREBOARD CO	EQUIPMENT >\$5,000	\$8,883.00
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,675.00
FOR SURE ROOFING LLC	CONSTRUCTION SERV	\$10,431.47
HALL & HALL ENGINEERS INC	ARCHITECT	\$450.00
LIFE TIME FENCE CO	CONSTRUCTION SERV	\$4,995.00
LYNCH FORD	VEHICLES	\$46,743.00
MYSAK TRANSMISSION	VEHICLE REPAIR > \$2500	\$4,045.00
OPN ARCHITECTS, INC.	ARCHITECT	\$81,781.78
RACOM CORPORATION	CONSTRUCTION SERV	\$44,769.50
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$3,876.10
STREFF ELECTRIC INC	ARCHITECT	\$2,818.00
TEGELER WRECKER & CRANE	VEHICLE REPAIR > \$2500	\$5,017.65
TRI-CITY ELECTRIC COMPANY OF IOWA	COMP/TECH HARDWARE	\$10,005.01
WELTER STORAGE EQUIPMENT CO INC	FURNITURE & FIXTURES	\$70,057.90

**Fund Total: \$333,431.08**

**Fund: PUB ED & REC LEVY**

FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,195.66
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$41.51
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$177.54
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$41.51
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$177.54
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$156.14
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$184.49
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$276.88
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$6.25
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$363.59
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$108.19

**Fund Total: \$3,731.80**

**Fund: SALES TAX REVENUE BOND CAP PROJECT**

CAPITAL SANITARY	EQUIPMENT >\$5,000	\$12,545.34
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# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
CDW - GOVERNMENT	FURNITURE & FIXTURES	\$24,162.80
OPN ARCHITECTS, INC.	ARCHITECT	\$6,338.81
PEAK CONSTRUCTION	CONSTRUCTION SERV	\$515,444.13
PHELANS INTERIORS	FURNITURE & FIXTURES	\$1,158.54
RAPIDS WHOLESALE EQUIP CO	FURNITURE & FIXTURES	\$8,598.00
SYSTEMWORKS LLC	CONSTRUCTION SERV	\$6,480.00
WELTER STORAGE EQUIPMENT CO INC	EQUIPMENT >\$5,000	\$79,183.00
WELTER STORAGE EQUIPMENT CO INC	FURNITURE & FIXTURES	\$176,676.50

**Fund Total: \$830,587.12**

**Fund: STUDENT ACTIVITY**

AMES HIGH SCHOOL	DUES AND FEES	\$100.00
ANAMOSA COMMUNITY SCHOOLS	DUES AND FEES	\$60.00
BSN SPORTS	GENERAL SUPPLIES	\$3,616.95
BUDGET CAR RENTAL	STAFF TRAVEL	\$279.92
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$125.00
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES	\$150.00
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$459.00
CLEVELAND STACY	OFFICIAL/JUDGE	\$170.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$350.00
COPYWORKS	GENERAL SUPPLIES	\$486.00
COTTON GALLERY LTD.	GENERAL SUPPLIES	\$395.25
CRAWFORD GREG	OFFICIAL/JUDGE	\$300.00
EMMA ERNER	GENERAL SUPPLIES	\$800.00
EVANS TRISTAN	STAFF TRAVEL	\$49.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,667.99
FEDEX	GENERAL SUPPLIES	\$21.04
GOOD SOPHIA	GENERAL SUPPLIES	\$150.00
HAARS COREY	OFFICIAL/JUDGE	\$185.00
HANSEN PEGGY	OFFICIAL/JUDGE	\$380.00
HEUBNER SERINITY	OFFICIAL/JUDGE	\$120.00
HUNTERS RIDGE GOLF COURSE	DUES AND FEES	\$30.00
HUNTERS RIDGE GOLF COURSE	GENERAL SUPPLIES	\$604.39
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$42.24
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$180.57
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$42.24
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$180.57
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$213.25
IOWA BASKETBALL COACHES ASSOC	DUES AND FEES	\$170.00
IOWA FFA ASSOCIATION	DUES AND FEES	\$591.00
IOWA GIRLS COACHES ASSOCIATION	DUES AND FEES	\$115.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$212.47
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$318.89
ISDTA	DUES AND FEES	\$1,240.00
ISDTA	GENERAL SUPPLIES	\$600.00
JOSTENS, INC	GENERAL SUPPLIES	\$522.60

# Linn-Mar Community School District

## IA- Warrants Paid Listing

Criteria

Date Range: 10/10/2024 - 10/23/2024

Fiscal Year: 2024-2025

Vendor Name	Description	Check Total
KENNEDY HIGH SCHOOL	DUES AND FEES	\$100.00
LIBERTY HIGH SCHOOL	DUES AND FEES	\$1,700.00
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$84.00
MARION INDEPENDENT SCHOOLS	DUES AND FEES	\$300.00
MARSHALLTOWN HIGH SCHOOL	DUES AND FEES	\$60.00
MAX OUT MINDSET LLC	GENERAL SUPPLIES	\$5,000.00
MCMASTER-CARR	GENERAL SUPPLIES	\$205.36
MENARDS -13127	GENERAL SUPPLIES	\$342.99
MH ADVERTISING SPECIALTIES	GENERAL SUPPLIES	\$3,769.61
MONTICELLO SPORTS	GENERAL SUPPLIES	\$942.00
NATIONAL FFA ORGANIZATION	DUES AND FEES	\$595.00
NATIONAL FFA ORGANIZATION	GENERAL SUPPLIES	\$548.00
PANTINI ANDY	OFFICIAL/JUDGE	\$300.00
PEPPER J.W. & SON, INC	GENERAL SUPPLIES	\$276.00
PRAIRIE MUSIC ASSOCIATION	DUES AND FEES	\$300.00
RAPSODO INC	GENERAL SUPPLIES	\$5,000.00
READ PHOTOGRAPHY	GENERAL SUPPLIES	\$450.00
SIEREN RANDY	OFFICIAL/JUDGE	\$120.00
STUDIO U PHOTOGRAPHY, LLC	GENERAL SUPPLIES	\$655.50
SUSAN FREESE	OFFICIAL/JUDGE	\$380.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$84.59
ZEADOW SALLY	GENERAL SUPPLIES	\$132.00

**Fund Total: \$37,273.42**

**Fund: STUDENT STORE**

ARTISANS INC	GENERAL SUPPLIES	\$2,136.74
BRANDED APPAREL	GENERAL SUPPLIES	\$120.00
BRANDED CUSTOM SPORTSWEAR, INC	GENERAL SUPPLIES	\$1,013.00
DOMES HATS, LLC	GENERAL SUPPLIES	\$4,134.39
GFSI LLC	GENERAL SUPPLIES	\$2,196.13
LEVEL 10	GENERAL SUPPLIES	\$640.00
SPIRIT PRODUCTS LTD	GENERAL SUPPLIES	\$450.47

**Fund Total: \$10,690.73**

**Grand Total: \$11,206,682.69**

End of Report

## EVENT AGREEMENT

This Event Agreement ("Agreement") is made as of this day, **10/04/2024**, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and Linn-Mar ("Organizer").

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

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

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

## TERMS AND CONDITIONS

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

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

## 4. ORGANIZER'S OBLIGATIONS.

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

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

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
- F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
- G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and (ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
7. **INTELLECTUAL PROPERTY RIGHTS.**
- A. Each party owns and shall retain all right, title, and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly, or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
- B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
8. **REPRESENTATIONS AND WARRANTIES.**
- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
- B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in



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

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

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

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

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

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

12. **TERMINATION: FAILURE TO PERFORM.**

- A. **Termination for Cause.** Unless cured within 5 business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.

### 13. GENERAL PROVISIONS.

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

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

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

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

**ORGINIZER:**

By: Barry Buchholz \_\_\_\_\_

Date \_\_\_\_\_

Board President \_\_\_\_\_

Title

**OWNER**

**LINDALE MALL REALTY HOLDING LLC**

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

Authorized Signatory: BECKY ECKLEY

**Date of Fully Executed Event Agreement:** \_\_\_\_\_

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

**EXHIBIT A- EVENT DETAILS**

Owner Entity: Kohan Retail Investment Group

Property Name: Lindale Mall

Notice Addresses: 1010 Northern Blvd., Suite 212, Great Neck, NY 11021

OWNER: Lindale Realty Holding LLC, 4444 1<sup>st</sup> Ave NE Cedar Rapids, IA. 52402

[reckley@krigproperties.com](mailto:reckley@krigproperties.com), 319.393.9399 Attn: Becky Eckley, General Manager

Trade Name: Linn-Mar Orchestra

Primary Contact: Katie Vail

Phone: (319) 730-3685

Email: [KVail@linnmar.k12.ia.us](mailto:KVail@linnmar.k12.ia.us)

Licensee Legal Entity: Linn-Mar School

FEIN/SSN: 42-0872010

Licensee Notice Address:

3555 10<sup>th</sup> Street

Marion, IA. 52302

Guarantor Name: N/A

Phone: N/A

Email: N/A

Guarantor Notice Address: N/A

**LINN-MAR ORCHESTRA**

**LINDALE MALL**

Event Date: **December 13, 2024, 10am-11:30am**

Load in/Load out: December 13, 2024, 9am

Event Location(s): **TBT**

Event Description: **School band performance**

Sales Reporting Required: **No**

Assigned Location: **Common Area or Younkers**

**EVENT FEE**

Total Fees: \$0.00

Payment Schedule:

Invoice Date	Due Date	Amount	Additional Fees	Total Amount
		0.00	\$0.00	

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

Owner Responsibilities: **We will provide chairs.**

Organizer Responsibilities: **Clean the area when completed.**

**EXHIBIT B- INSURANCE REQUIRMENTS**

**REQUIRED INSURANCE:**

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

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

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

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

**Professional Liability (Medical Malpractice)**

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

**Workers Compensation Employers Liability:**

Statutory	OR	\$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
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(For Monopolistic States) Workers' Compensation Stop Gap Employers' Liability	Evidence of Monopolistic State Coverage \$500,000 Occurrence/Aggregate
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**Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Excess Liability: (if alcohol is served)**

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

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

**POLICY REQUIREMENTS:**

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

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

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

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

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

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

EXHIBIT C- CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned,

\_\_\_\_\_ ("Contractor"), in connection with the \_\_\_\_\_ ("Event") to be conducted at \_\_\_\_\_ (the "Shopping Center") during the Event Term specified in that certain Event Agreement dated \_\_\_\_\_ by and between the Owner that has executed this Agreement ("Owner") and B & J Promotions ("Organizer") will indemnify, protect, defend and hold harmless Owner, Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees (collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Shopping Center. Contractor waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the Shopping Center.

Contractor:

\_\_\_\_\_

Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

If a corporation

By:

\_\_\_\_\_



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.

OCT 10 2024

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: Larson Construction Co., Inc.

*(Example: LM Red 3<sup>rd</sup> grade basketball, Wilkins PTO)*

Purpose of Use of Licensed Materials: Office wall decoration (to accompany canvas print of school)

*(Example: Club team uniforms, PTO fundraiser)*

Contact's Title/Position: Marketing

*(Example: Coach, PTO chair)*

Contact's Name (print): Allie Borgerding

Contact's Signature:  Date Signed: 10/2/24

Contact Information: Phone: 319-334-7061

Email: aborgerding@larsonconst.com

Full Address: 600 17th St SE, PO Box 112

Independence, IA 50644

**Licensor:**

Linn-Mar Community School District

2999 N 10<sup>th</sup> Street, Marion, IA 52302

District Contact: Business Services

Email: [sofferman@linnmar.k12.ia.us](mailto: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.

**PROFESSIONAL SERVICES AGREEMENT**

**ATTN:** Jon Galbraith

**CLIENT:** Linn-Mar Community School District  
2999 North 10<sup>th</sup> Street  
Marion, Iowa 52302

**PROJECT:** Linn-Mar CSD 24-25 Excelsior MS Roof Replacement (Section A)

**LOCATION:** Cedar Rapids, Iowa

**DATE:** August 19, 2024

**PROJECT DESCRIPTION**

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

**SCOPE OF SERVICES**

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

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

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

and report on work-in-progress. Approximately one visit to the site per five working days will be made. Bi-weekly construction progress meetings during construction on site.

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

**CLIENT RESPONSIBILITIES**

It will be your responsibility to provide the following

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

**SCHEDULE**

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

**COMPENSATION**

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

Description	Fee Type	Fee	Estimated Expenses	Total
Roof Consulting - Replacement Design, Bid, Construction Support	Hourly	\$36,500	Included	\$36,500
<b>ESTIMATED TOTAL</b>				<b>\$36,500</b>

Fee Types:

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

Expenses:

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

**See attached Standard Hourly and Expense Fee Schedule.**

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



## **ADDITIONAL SERVICES**

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

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

## **STANDARD TERMS AND CONDITIONS**

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### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

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

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

### **INDEMNIFICATION**

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

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

### **HAZARDOUS MATERIALS - INDEMNIFICATION**

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

### **STANDARD OF CARE**

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

### **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S -H's drawings, specifications, and other design, bidding

or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

#### **RIGHT OF ENTRY**

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

#### **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

#### **TERMINATION**

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

#### **INFORMATION PROVIDED BY OTHERS**

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

#### **UNDERGROUND UTILITIES**

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

#### **CONTRACTOR MATTERS**

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

#### **SHOP DRAWING REVIEW**

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

writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

#### **OPINIONS OF PROBABLE COST**

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

#### **CONSTRUCTION OBSERVATION**

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

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

#### **OTHER SERVICES**

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

#### **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

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

#### **DISPUTE RESOLUTION**

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

#### **EXCUSABLE EVENTS**

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

#### **ASSIGNMENT**

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

#### **SEVERABILITY, SURVIVAL AND WAIVER**

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

**GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

**EQUAL EMPLOYMENT OPPORTUNITY**

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

**COMPLETE AGREEMENT**

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

**ACCEPTANCE**

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

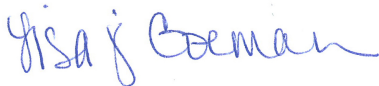
**AGREEMENT**

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

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

Sincerely,

SHIVE-HATTERY, INC.



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

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**AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

**CLIENT:** Linn-Mar Community School District

**BY:** \_\_\_\_\_ **TITLE:** President, Board of Directors  
(signature)

**PRINTED NAME:** Barry Buchholz **DATE ACCEPTED:** \_\_\_\_\_

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

## ***PROFESSIONAL SERVICES AGREEMENT***

**ATTN:** Jon Galbraith

**CLIENT:** Linn-Mar Community School District  
2999 North 10<sup>th</sup> Street  
Marion, Iowa 52302

**PROJECT:** Linn-Mar CSD Annual Roof-BE Management (**School Year 24-25**)

**LOCATION:** Marion, Iowa

**DATE:** September 6, 2024

### **PROJECT DESCRIPTION**

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

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

### **SCOPE OF SERVICES**

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

#### **1. GENERAL ROOF and BUILDING ENVELOPE CONSULTING**

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

#### **2. ANNUAL ROOF MAINTENANCE INSPECTIONS**

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

#### **3. ROOF WARRANTY SERVICES (All District Roofs)**

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

services from a manufacturer and/or contractor who refuses to honor a warranty.

- c. Documentation of roof leak repairs will be maintained by Shive-Hattery. Shive-Hattery will provide the District access to Mi-Roof, the web-based Roof Management software.
- d. Shive-Hattery will update the Mi-Roof database, which was started in 1991.
- e. Shive-Hattery will update the roof plans of each building, as required.

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

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

#### 5. **CONSTRUCTION OBSERVATION (Capital Projects)**

- a. New Administration Building.
- b. High School Addition.

### **CLIENT RESPONSIBILITIES**

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

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

### **SCHEDULE**

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

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

### **COMPENSATION**

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

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

Fee Types:

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

Expenses:

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

**See attached Standard Hourly and Expense Fee Schedule.**

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

**ADDITIONAL SERVICES**

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

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

## **STANDARD TERMS AND CONDITIONS**

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### **PARTIES**

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

### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

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

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

### **INDEMNIFICATION**

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

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

### **HAZARDOUS MATERIALS - INDEMNIFICATION**

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

### **STANDARD OF CARE**

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

### **BETTERMENT**

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

### **RIGHT OF ENTRY**

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

### **PAYMENT**

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



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

#### TERMINATION

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

#### INFORMATION PROVIDED BY OTHERS

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

#### UNDERGROUND UTILITIES

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

#### CONTRACTOR MATTERS

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

#### SHOP DRAWING REVIEW

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

#### OPINIONS OF PROBABLE COST

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

#### CONSTRUCTION OBSERVATION

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

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

#### OTHER SERVICES

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

#### OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

#### DISPUTE RESOLUTION

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

#### EXCUSABLE EVENTS

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

#### ASSIGNMENT

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

#### SEVERABILITY, SURVIVAL AND WAIVER

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

#### GOVERNING LAW

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

#### EQUAL EMPLOYMENT OPPORTUNITY

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

#### COMPLETE AGREEMENT

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

with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

**ACCEPTANCE**

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

**AGREEMENT**

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

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

Sincerely,

SHIVE-HATTERY, INC.



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

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**AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

**CLIENT:** Linn-Mar Community School District

**BY:** \_\_\_\_\_ **TITLE:** President, Board of Directors  
(signature)

**PRINTED NAME:** Barry Buchholz **DATE ACCEPTED:** \_\_\_\_\_

**CC:** Stephen Stewart, SH  
Tim Fehr, SH

**CONSENT FORM**

RECEIVED OCT 21 2024

For Sale of Product at Wal-Mart Stores

School Granting Consent Linn-Mar Community School District  
Address 3556 Winslow Rd  
City, State Zip Marion IA 52302

Dear Administrator,

This consent form confirms that you are granting Wal-Mart Stores, Inc. the non-exclusive right to sell Apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at Store Nos. \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (store numbers will be filled in by Cotton Gallery)

For good and valuable consideration, including the promotion of school spirit, community pride, goodwill and royalty payments receipt of which is acknowledged, you hereby grant Wal-Mart the non-exclusive right and Cotton Gallery, Ltd., the license to manufacture and/or sell Apparel bearing your school's name and logos (including Trademarks or Copyrighted Material.) The Cotton Gallery will pay the school named above an 8% royalty on the net gross sale price of the item sold. The royalty shall be paid on a quarterly basis. The quality of such Apparel shall be high. Such right will continue until December 31, 2028 and can only be extended beyond 2028 with permission from Linn-Mar Board of Education.

The school may upon official written notice cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Please take a moment to fill in the blanks below:

School colors Red and Black  
School mascot Lion

Sincerely,  
Tim Loesche  
President-Cotton Gallery Ltd.  
799 44<sup>th</sup> St  
Marion, IA 52302  
Phone: 1-800-211-9321

Please indicate your agreement by signing below.

By: \_\_\_\_\_ (signature) Barry Buchholz (print)  
Its: Board President, LMCS D (title) Date: \_\_\_\_\_  
Phone number: 319-447-3008  
Email: barry.buchholz@linnmar.k12.ia.us

Please fax back to 319-377-6747 or scan and email to ehubbell@cottongallery.com.

**IOWA WORKFORCE DEVELOPMENT  
TEACHER AND PARAEDUCATOR REGISTERED APPRENTICESHIP PROGRAM  
AGREEMENT  
BETWEEN  
IOWA WORKFORCE DEVELOPMENT AND LINN-MAR COMMUNITY SCHOOL  
DISTRICT  
ADDENDUM #4**

**BETWEEN** Iowa Workforce Development  
1000 East Grand Avenue  
Des Moines, IA 50319  
(Hereinafter “IWD”)

**AND** Linn-Mar Community School District  
2999 N. 10th St.  
Marion, IA 52302  
(Hereinafter “Beneficiary”)

WHEREAS, the parties hereto have previously entered into an Agreement for the Teacher and Paraeducator Registered Apprenticeship Program, hereinafter referred to as “Master Agreement.”

WHEREAS, the parties hereto have previously entered into Addendum #1, #2 and #3 for the Teacher and Paraeducator Registered Apprenticeship Program Agreement.

WHEREAS, the parties hereby mutually agree to modify the terms of the Master Agreement by executing Addendum #4.

NOW, THEREFORE, based upon the foregoing, the following terms of the Master Agreement shall be amended as follows:

1. Section 3 of the Master Agreement will be amended as follows:

The Total Payment amount in Section 3, PAYMENT, will be removed and replaced with a new amended amount:

Total payment of funds under this Agreement shall not exceed \$40,500 per participant for the High School-to-Paraeducator (Teacher Aide 1) and \$47,000 per participant for the Paraeducator (Teacher Aide 1) – to – Teacher for costs directly attributed to the program. ~~as shown in the approved application, unless modified by written amendment of this Agreement.~~ Total payment of funds under this Agreement shall not exceed \$3,468,849.00 for costs directly attributed to the program. ~~as shown in the approved application, unless modified by written amendment of this Agreement.~~ The above is not all-inclusive of

Beneficiary's obligations but is for summary purposes only. Beneficiary's complete obligations are ~~defined by the approved application~~, this Agreement with any written amendments, and all applicable federal, state, or local laws or administrative rules.

The new Total Payment amount listed in Section 3, PAYMENT, will now read:

Total payment of funds under this Agreement shall not exceed \$40,500 per participant for the High School-to-Paraeducator (Teacher Aide 1) and \$47,000 per participant for the Paraeducator (Teacher Aide 1) – to – Teacher for costs directly attributed to the program. Total payment of funds under this Agreement shall not exceed \$1,655,050.00 for costs directly attributed to the program. The above is not all-inclusive of Beneficiary's obligations but is for summary purposes only. Beneficiary's complete obligations are based on the number of registered apprentices, this Agreement with any written amendments, and all applicable federal, state, or local laws or administrative rules.

All other terms of the original Agreement remain in full force and effect.

The parties hereto, by their signatures below, enter into this Addendum as set forth above.

**IOWA WORKFORCE DEVELOPMENT:**

\_\_\_\_\_  
Beth Townsend, Executive Director

\_\_\_\_\_  
Date

**LINN-MAR COMMUNITY SCHOOL DISTRICT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President  
Title

# AIA<sup>®</sup> Document G701<sup>®</sup> – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> 22216000 Linn-Mar Performance Venue 3111 Tenth Street Marion, IA 52302	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: 02/05/2024	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 004  Date: 10/17/2024
<b>OWNER:</b> <i>(Name and address)</i> Linn-Mar Community School District 2999 North Tenth Street Marion, IA 52302	<b>ARCHITECT:</b> <i>(Name and address)</i> OPN Architects 200 Fifth Avenue SE, Suite 201 Cedar Rapids, IA 52401	<b>CONTRACTOR:</b> <i>(Name and address)</i> McComas-Lacina Construction 1310 Highland Court Iowa City, IA 52240

**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.)*

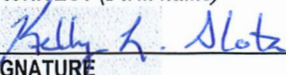
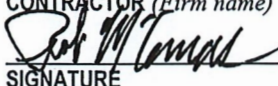
COR 008.3	ITC-011	Clock Voltage Revisions	\$ 8,378.62
COR 014	ITC-017	Hot Water Line Sizes	\$ 10,370.67
COR 015	ITC-016	Exterior HVAC Control Devices Relocation	\$ 4,673.85
COR 016	ITC-019	Door, Frame, Hardware Changes per Reviewed Submittals	(\$ 760.00)

**TOTAL:** \$ 22,663.14

The original Contract Sum was	\$ 25,507,000.00
The net change by previously authorized Change Orders	\$ -147,408.85
The Contract Sum prior to this Change Order was	\$ 25,359,591.15
The Contract Sum will be increased by this Change Order in the amount of	\$ 22,663.14
The new Contract Sum including this Change Order will be	\$ 25,382,254.29
The Contract Time will be increased 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 <b>ARCHITECT</b> <i>(Firm name)</i>  <b>SIGNATURE</b>	McComas-Lacina Construction <b>CONTRACTOR</b> <i>(Firm name)</i>  <b>SIGNATURE</b>	Linn-Mar Community School District <b>OWNER</b> <i>(Firm name)</i>  <b>SIGNATURE</b>
Kelly Slota, Construction Administrator <b>PRINTED NAME AND TITLE</b>	Rob McComas <b>PRINTED NAME AND TITLE</b>	Barry Buchholz, Board President <b>PRINTED NAME AND TITLE</b>
10/17/2024 <b>DATE</b>	10.18.24 <b>DATE</b>	 <b>DATE</b>

**Change Order Summary October 2024 (Change Order 4)**

**Linn-Mar Performance Venue**

<b>COR Number</b>	<b>Title</b>	<b>RFI/ITC</b>	<b>AMOUNT</b>	<b>Description</b>
8.3	Clock Voltage Revisions	ITC-011	\$8,378.62	Revise from wireless clocks to plug-in type and add outlets to serve the clocks.
14	Hot Water Line Sizes	ITC-017	\$10,370.67	Replace portions of hot water piping with larger sizes to properly serve the addition.
15	Exterior HVAC Control Devices Relocation	ITC-016	\$4,673.85	New construction will be blocking the sensors on the roof that control the boilers, requiring them to be moved to another location.
16	Door, Frame, Hardware Changes per Submittal Review	ITC-019	(\$760.00)	Changes made to the doors, frames, and hardware during review of the submittals.

**Total:** \$22,663.14





# Fundraising Request Form

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 <sup>st</sup> thru December 31 <sup>st</sup>	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 <sup>st</sup> thru March 31 <sup>st</sup>	December meeting	
By February 15 <sup>th</sup> for fundraisers occurring from April 1 <sup>st</sup> thru May 31 <sup>st</sup>	March meeting	
By April 15 <sup>th</sup> for fundraisers occurring from June 1 <sup>st</sup> thru September 30 <sup>th</sup>	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: Excelsior Sponsoring Group: Excelsior  
 Contact Name: Joe Behmer Contact Phone: 319.447.3139  
 Contact Email: joe.behmer@linnmav.k12.us District Account Code: 21.0209.1900.950.7406.001790

Description of Fundraising Activity (All information is required for the request to be considered)  
 Fundraising Activity: School Clothing Sales  
 Activity Start/End Dates: 10/29/2024 - 11/12/2024 Estimated Proceeds: \$300.00 (?)  
 Purpose/Use of Funds Raised (Must be specific):  
Raise funds for student Activities - Uniforms - Equipment for Athletics + Fine Arts

**Administrator Approval:**  
 I approve that this request is necessary to provide funds for the purposes described above.  
 Building Administrator's Signature: [Signature] Date: 10/11/24

**Business Office and Board Review/Approval:**  
 Business Office Review/Approval: [Signature] Date: 10/23/2024  
 Board Review/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Summary Due Date: \_\_\_\_\_