

DRAWINGS OF PROPOSED IMPROVEMENTS
FOR
LINN-MAR
STADIUM PARKING LOT EXPANSION
IN THE CITY OF MARION, LINN COUNTY, IOWA

Exhibit 602.1

UTILITY AND EMERGENCY TELEPHONE NUMBERS

CITY OF MARION, IOWA

ENGINEERING DEPARTMENT	(319)-743-6340
POLICE DEPARTMENT	(319)-377-1511
EMERGENCY	911
FIRE DEPARTMENT	(319)-377-8237
EMERGENCY	911
WATER DEPARTMENT	(319)-743-6310
SEWER MAINTENANCE DEPARTMENT	(319)-377-6367
IOWA ONE CALL (UTILITIES)	(800)-292-8989
MID-AMERICAN ENERGY	(319)-298-5162
CENTURY LINK (TELEPHONE)	
ENGINEER, WEST SIDE	(319)-399-7600
ENGINEER, EAST SIDE	(319)-399-7487
ALLIANT/I.E.S. INDUSTRIES (ELECTRIC, STEAM)	
INFORMATION	(319)-786-1912
	(319)-786-1959
	(319)-395-9699
MEDIACOM (CABLE TV)	EXT 354
BUSINESS	(800)-292-8989
LOCATIONS	
WINDSTREAM (TELEPHONE / CABLE TV)	(641)-269-7725
BUSINESS	(800)-292-8989
LOCATIONS	
IMON (TELEPHONE / CABLE TV)	(319)
BUSINESS	298-6484
LOCATIONS	(800)
SOUTHSLOPE (TELEPHONE / CABLE TV)	292-8989
IOWA NETWORK SERVICE	(319)-665-5312
ITC MIDWEST	(319)-533-2319
JOINT COMMUNICATIONS NETWORK	(319)-297-6765
LINN COUNTY REC	(319)-286-5491
CEDAR RAPIDS AND IOWA CITY RAILWAY COMPANY	(319)-377-1587
	(800)-283-1540
IOWA DEPARTMENT OF TRANSPORTATION	
DISTRICT ENGINEER	(319)-364-0235
MAINTENANCE GARAGES	(319)-364-8189
LINN COUNTY ENGINEER	(319)-892-6400
LINN COUNTY MAINTENANCE	(319)-892-6420

CONTACT PERSON:

CIVIL

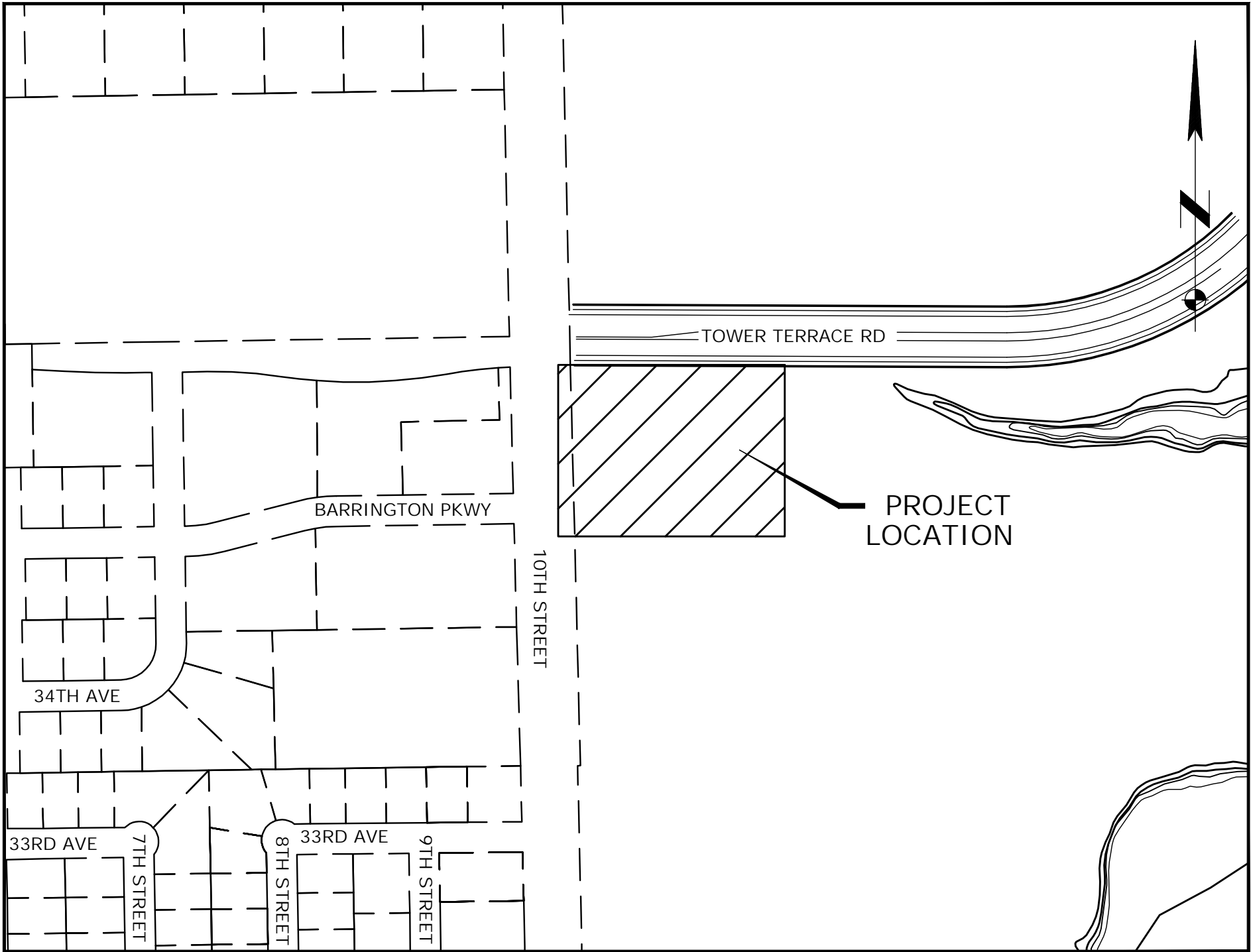
BRENT W. JACKMAN, P.E.
HALL AND HALL ENGINEERS
1860 BOYSON ROAD
HIAWATHA, IOWA 52233
PH: (319) 362-9548

ELECTRICAL

JONATHAN CHARLES GETTLER, P.E.
DESIGN ENGINEERS
8801 PRAIRIE VIEW LANE SW
CEDAR RAPIDS, IOWA 52404
PH: (319) 841-1944

LOCATION MAP

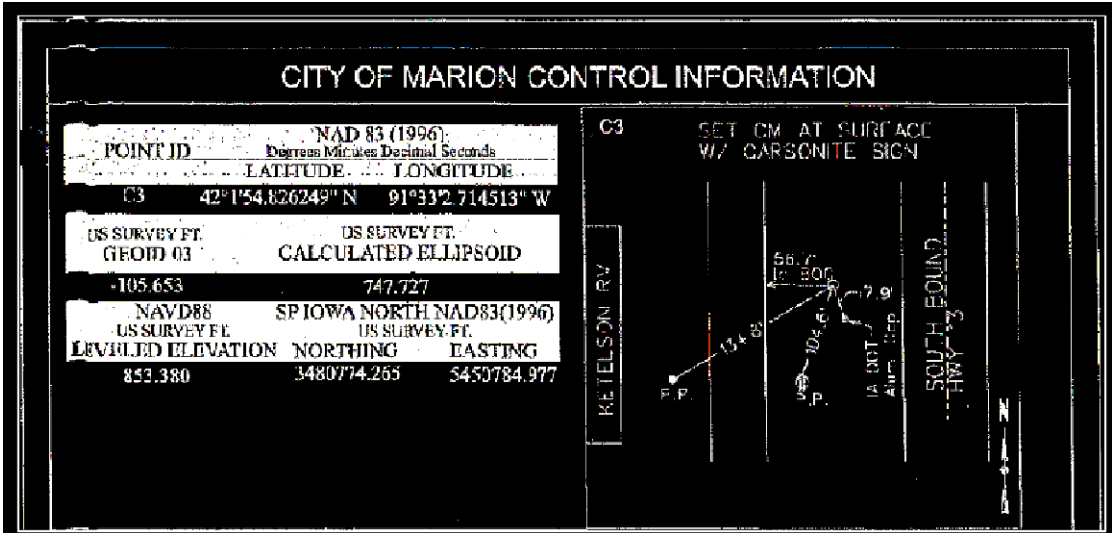
(NOT TO SCALE)



NOTE

THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS HAVE BEEN DESIGNED IN ACCORDANCE WITH THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS MANUAL, LATEST EDITION AND THE MARION, IOWA SUPPLEMENTAL SPECIFICATIONS, UNLESS OTHERWISE NOTED.

CITY OF MARION CONTROL



DATE	ISSUED FOR
01/05/2023	LINN-MAR CSD BOARD REVIEW

SHEET INDEX

NO.	DESCRIPTION
CIVIL	
C0.0	COVER SHEET
C1.0	SITE TOPOGRAPHICAL SURVEY AND DEMOLITION PLAN
C2.0	SITE LAYOUT AND UTILITY PLAN
C3.0	SITE GRADING AND EROSION CONTROL PLAN
C4.0	SITE PAVING AND ELEVATION PLAN
C5.0	SITE CONSTRUCTION NOTES AND DETAILS
LANDSCAPE	
L1.0	SITE LANDSCAPE PLAN
L2.0	SITE LANDSCAPE NOTES AND DETAILS
ELECTRICAL	
E1.0	ELECTRICAL SITE PLAN
E5.0	ELECTRICAL SCHEDULES AND DETAILS



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Brent W. Jackman
Iowa Registration No. 18193
My license renewal date is December 31, 2024.
Pages or sheets covered by this seal:

Seal



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Jonathan Charles Gettler
Iowa Registration No. 19966
My license renewal date is December 31, 2023.
Pages or sheets covered by this seal:
Listed as "Electrical"

Seal

HALL & HALL ENGINEERS, INC.

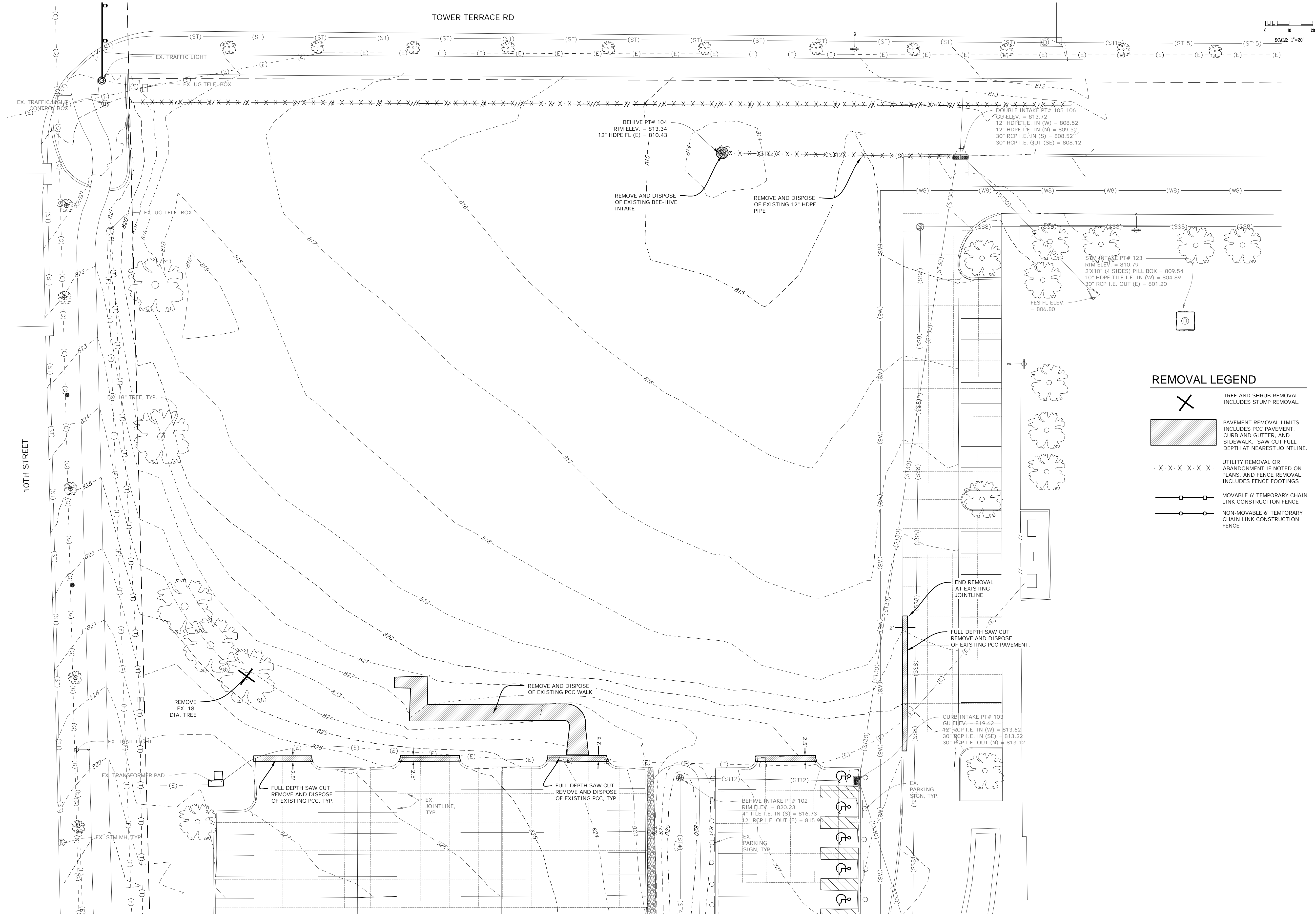
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PHONE: (319) 362-9548 FAX: (319) 362-7595

CIVIL ENGINEERING • LANDSCAPE ARCHITECTURE
LAND SURVEYING • LAND DEVELOPMENT PLANNING



CITY OF MARION	
THIS ENGINEERING DOCUMENT IS APPROVED FOR CONSTRUCTION	
MICHAEL BARKALOW, CITY ENGINEER	DATE



DRAWN BY:	DAS				
CHECKED BY:	BWJ				
APPROVED BY:					
DATE:	01/05/2023				
FIELD BOOK:	NO.	REVISION DESCRIPTION	APPROVED	DATE	

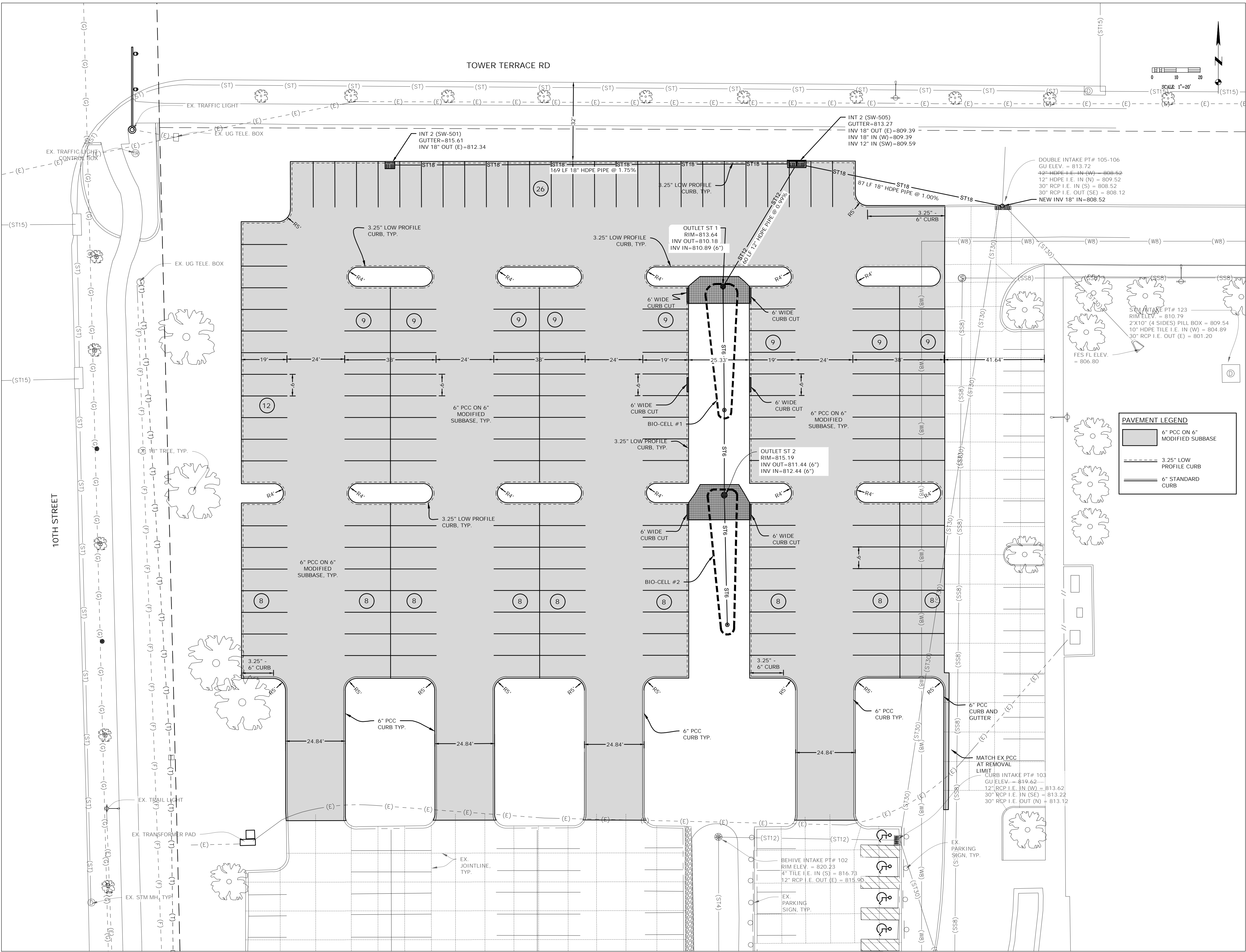


LINN-MAR STADIUM PARKING LOT
IN THE CITY OF MARION, LINN COUNTY, IOWA

SITE TOPOGRAPHICAL SURVEY AND
DEMOLITION PLAN

SHEET
C1.0

SCALE: 1"=20'
PROJECT NO: 10841



DRAWN BY: DAS				
CHECKED BY: BWJ				
APPROVED BY:				
DATE: 01/05/2023				
FIELD BOOK:	NO.	REVISION DESCRIPTION	APPROVED	DATE



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LINN-MAR STADIUM PARKING LOT
IN THE CITY OF MARION, LINN COUNTY, IOWA

SITE LAYOUT AND UTILITY PLAN

SHEET
C2.0

SCALE: 1"=20' PROJECT NO: 10841


EROSION CONTROL NOTES

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED PER THE APPROVED PLAN AND DETAILS/SPECIFICATIONS, PER THE STORM WATER POLLUTION PREVENTION PLAN AND AS DEEMED NECESSARY BY THE JURISDICTIONAL ENGINEER.
2. PERIMETER EROSION CONTROL METHODS SHALL BE IN PLACE PRIOR TO AREAS BEING DISTURBED.
3. EROSION CONTROL DEVICES SHALL BE CHECKED BY THE GENERAL CONTRACTOR EVERY SEVEN (7) DAYS AND AFTER EACH RAINFALL EVENT EQUAL TO 1/2" OR GREATER TO ENSURE WORKING ORDER.
4. REPAIRS TO SOIL EROSION CONTROL DEVICES DEEMED NECESSARY SHALL BE COMPLETED IMMEDIATELY UPON NOTIFICATION OR WITHIN 24 HOURS IF WEATHER DELAYS.
5. THE CONTRACTOR SHALL STRIP AND STOCKPILE THE TOPSOIL ON-SITE. ALL TOPSOIL SHALL REMAIN PROPERTY OF THE OWNER AND SHALL REMAIN ON-SITE.
6. WHEN CONSTRUCTION ACTIVITIES ARE COMPLETE PROVIDE IMMEDIATE TEMPORARY SEEDING OR MULCHING IN DISTURBED AREAS WHERE OPERATIONS WILL NOT COMMENCE OR PERMANENT SEEDING WILL NOT BE COMPLETED FOR A PERIOD OF 14 DAYS OR MORE.
7. SILT FENCES, IF USED, SHALL BE INSTALLED PER SUDAS FIGURE 9040.119. ADDITIONAL SILT FENCE SHALL BE INSTALLED AS NECESSARY BY THE CONTRACTOR. MAINTENANCE AND/OR REPLACEMENT OF THE SILT FENCE IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR.
8. CONTRACTOR SHALL INSTALL TEMPORARY SILT FENCE, COMPOST SOCKS OR EQUIVALENT AROUND ALL INTAKES. EROSION CONTROL SOCKS OR EQUIVALENT SHALL BE USED AT STREET INTAKES. EROSION SOCKS SHALL BE MAINTAINED UNTIL THE SITE HAS BEEN STABILIZED.
9. THE DETAILS SHOWN HEREIN DESCRIBES VARIOUS METHODS OF CONSTRUCTION WHICH MAY BE REQUIRED FOR THE CONTROL OF SILTATION ON THE PROJECT.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACCOMPLISHING THE REQUIRED CONSTRUCTION WORK ON THIS PROJECT IN SUCH A MANNER AS TO EFFECTIVELY MINIMIZE AND CONTROL THE WATER POLLUTION WHICH MIGHT BE CAUSED BY SOIL EROSION FROM THE PROJECT. IT IS INTENDED THAT THESE FEATURES BE MAINTAINED IN APPROPRIATE FUNCTIONAL CONDITION FROM INITIAL CONSTRUCTION STAGES TO FINAL COMPLETION OF PROJECT.
11. IN ADDITION TO THE DETAILS SHOWN, OTHER PROVISIONS FOR CONTROLLING EROSION MAY BE INCORPORATED INTO THE PROJECT WORK.
12. CONTRACTOR TO REGULARLY CLEAN STREETS/DRIVES OF SOIL TRACKED FROM SITE WITHIN A PERIOD OF 24 HOURS.
13. CONTRACTOR SHALL PROTECT ROW AND COORDINATE ANY WORK AFFECTING NEIGHBORING PROPERTIES.
14. PROVIDE SILT FENCE OR EQUIVALENT AT ALL AREAS WHERE EROSION MAY BE POSSIBLE TO LEAVE SITE BASED ON CONTRACTORS CONSTRUCTION ACTIVITIES.
15. ALL MATERIALS HAULED OFF-SITE SHALL BE SECURED TO PREVENT LITTERING.

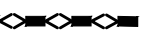
GRADING NOTES

1. STRIP EXISTING VEGETATION WITHIN THE GRADING LIMITS AND AREAS TO RECEIVE FILL. DISPOSE OF OFF SITE.
2. STRIP TOPSOIL WITHIN THE GRADING LIMITS. STOCKPILE TOPSOIL ON-SITE. TOPSOIL SHALL REMAIN PROPERTY OF THE OWNER AND REMAIN ON-SITE.
3. PROOF ROLL ALL FILL AREAS TO IDENTIFY SOFT OR DISTURBED AREAS IN THE SUBGRADE. ALL UNSUITABLE MATERIAL IDENTIFIED SHALL BE REMOVED AND RECOMPACTED. PROOFROLL WITH 25 TON MINIMUM GROSS VEHICLE WEIGHT.
4. REMOVE, MOISTURE CONDITION AND RECOMPACT AREAS OF SUBGRADE WHICH ARE SOFT OR UN-ABLE TO MEET SPECIFIED LIMITS FOR DENSITY AND MOISTURE CONTENT.
5. IF SUITABLE SCARIFY EXISTING SUBGRADE TO A DEPTH OF 9 INCHES AND RECOMPACT TO 95% OF STANDARD PROCTOR DENSITY (ASTM D698) PRIOR TO PLACEMENT OF FILL.
6. DO NOT PLACE, SPREAD, OR COMPACT ANY FILL MATERIAL DURING UNFAVORABLE WEATHER CONDITIONS AND DO NOT RESUME COMPACTION OPERATIONS UNTIL MOISTURE CONTENT AND DENSITY OF IN-PLACE FILL MATERIAL ARE WITHIN SPECIFIED LIMITS.
7. PLACE FILL MATERIAL IN 9" MAXIMUM LOOSE LIFTS.
8. FILL MATERIAL OBTAINED FROM OFF-SITE SOURCES SHALL BE SOIL OR SOIL AND ROCK MIXTURE FREE FROM ORGANIC MATTER AND OTHER DELETERIOUS SUBSTANCES. IT SHALL CONTAIN NO ROCKS OR LUMPS OF 3 INCHES IN GREATEST DIMENSION AND NOT MORE THAN 15% OF THE ROCKS OR LUMPS SHALL BE LARGER THAN 2-1/2 INCHES IN GREATEST DIMENSION.
9. SCARIFY AND RECOMPACT THE TOP 9" OF SUBGRADE IN ALL CUT AREAS AFTER ROUGH GRADING IS COMPLETED. COMPACT THE ENTIRE PAVING AND BUILDING SUBGRADE TO 95% STANDARD PROCTOR DRY DENSITY TO WITHIN 1.0' OF FINAL SUBGRADE. THE FINAL 1.0' OF FILL TO BE COMPACTED TO 98% STANDARD PROCTOR DRY DENSITY (ASTM D698).
10. IN AREAS TO RECEIVE ADDITIONAL FILL OVER EXISTING FILL MATERIALS, REMOVE TOP 12" OF MATERIAL AND SCARIFY AND RECOMPACT THE NEXT 9" OF RESULTING SUBGRADE. COMPACT RESULTING SUBGRADE TO 95% STANDARD PROCTOR DRY DENSITY.
11. FILL PLACED WITHIN THE BUILDING AREA AND IN AREAS TO BE PAVED SHOULD CONSIST OF APPROVED MATERIALS WHICH ARE FREE OF ORGANIC MATTER AND DEBRIS. THE FILL SHOULD BE PLACED IN LIFTS OF 9 INCHES OR LESS IN LOOSE THICKNESS. FILL PLACED ABOVE SHALLOW FOOTING BASE ELEVATION FOR FLOOR SLAB SUPPORT IN THE BUILDING AREA AND MORE THAN 12 INCHES BELOW FINISHED SUBGRADE ELEVATION IN AREAS TO BE PAVED SHOULD BE COMPACTED TO AT LEAST 95% STANDARD PROCTOR DRY DENSITY (ASTM D698). THE UPPER 12 INCHES OF SUBGRADE IN AREAS TO BE PAVED AND FILL PLACED BELOW SHALLOW FOOTING BASE ELEVATION IN THE BUILDING AREA SHOULD BE COMPACTED TO AT LEAST 98% STANDARD PROCTOR DRY DENSITY (ASTM D-698). THE HIGHER DEGREE OF FILL COMPACTION BELOW FLOORINGS IN THE BUILDING AREAS SHOULD EXTEND LATERALLY BEYOND THE EXTERIOR EDGES OF PERIMETER FOOTINGS AT LEAST 8 INCHES PER FOOT BELOW FOOTING BASE ELEVATION.
12. FINISH CONTOURS SHOWN ARE TO TOP FINISHED SURFACE ELEVATION.
13. ALL GRADING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEERING REPORT 'ELEMENTARY AT JACKSON SITE', CEDAR RAPIDS, IOWA, DATD OCTOBER 30, 2020. TERRACON PROJECT NO. 06205069.01.


EROSION CONTROL LEGEND




CONCRETE WASHOUT AREA




SILT FENCE (OR FILTER SOCK) ALONG LONGITUDINAL SLOPE




DRAINAGE PATH



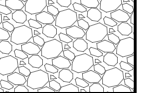
AREA INTAKE PROTECTION INCLUDE FILTER SOCK AROUND AREA INTAKE PROTECTION.



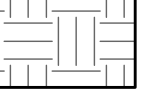
FILTER SOCK INLET PROTECTION



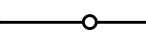
FLEXAMAT OUTLET PROTECTION



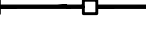
STABILIZED CONSTRUCTION ENTRANCE AND/OR STAGING AND LAY-DOWN AREA



WOOD EXCELSIOR MAT OR APPROVED EQUAL TO BE APPLIED ON ALL SLOPES 5:1 OR GREATER



NON-MOVABLE CONSTRUCTION FENCE



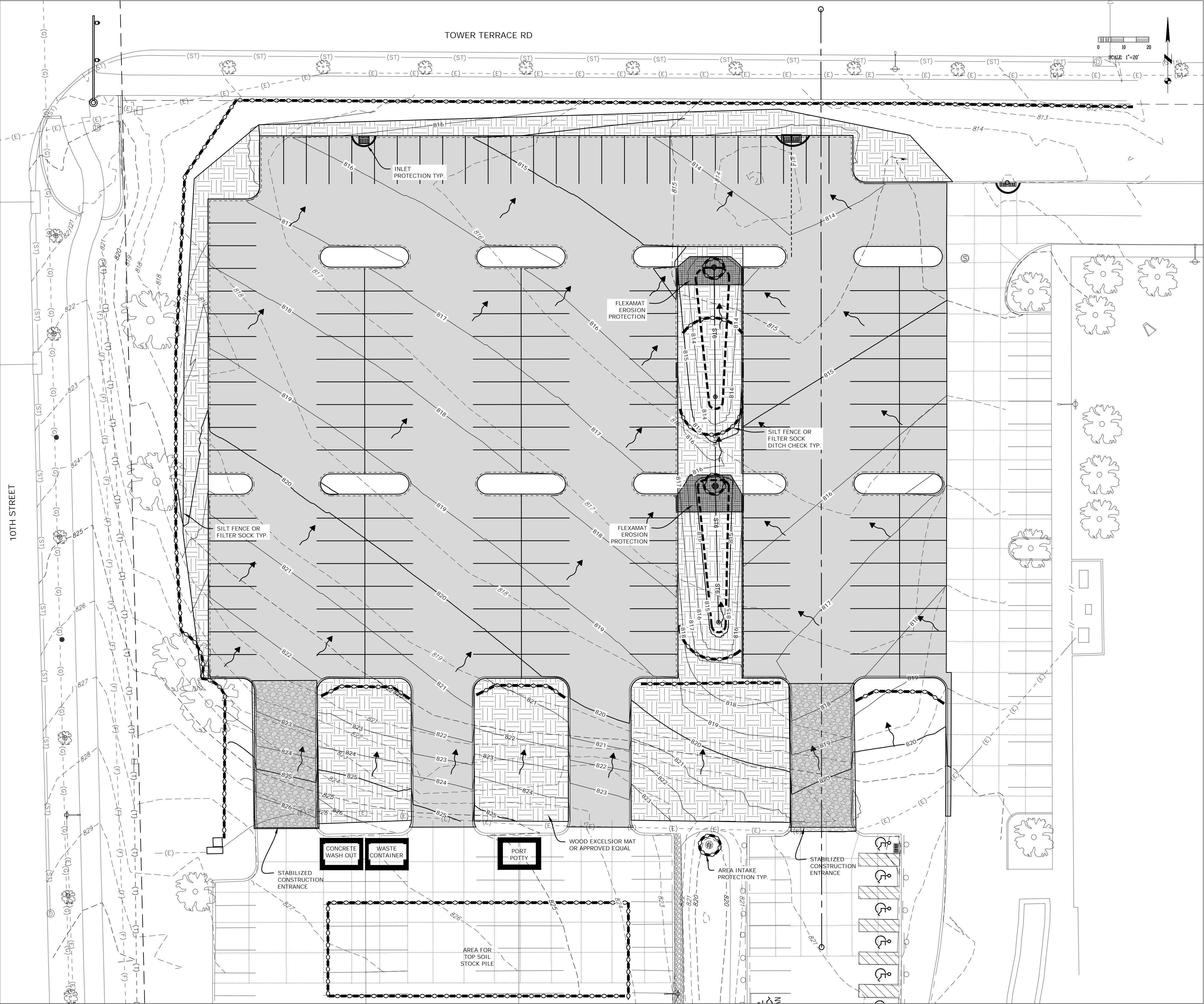
MOVABLE CONSTRUCTION FENCE

THE EROSION CONTROL PLAN SHALL BE UPDATED AS CONDITIONS AND/OR CONTROL LOCATIONS CHANGE. IF CONTROL LOCATIONS CANNOT BE PRE-DETERMINED, THE SWPPP MANAGER SHALL ADD THEM TO THE EROSION CONTROL PLAN AS THEY ARE IMPLEMENTED.

THE FOLLOWING CONTROLS SHALL BE COORDINATED WITH THE OWNER AND ADDED TO THE GRADING AND EROSION CONTROL BY THE SWPPP MANAGER AS THEY ARE IMPLEMENTED:

1. CONSTRUCTION PARKING
2. HAZARDOUS MATERIAL/CHEMICAL STORAGE
3. GARBAGE/RECYCLING FACILITIES
4. JOB TRAILER LOCATION
5. TOPSOIL STOCK PILE LOCATION
6. LAYDOWN AND STAGING AREA

THE DESIGN ENGINEER WILL PROVIDE THE NPDES PERMIT AND SWPPP TO THE GENERAL CONTRACTOR. THE CONTRACTOR WILL BE REQUIRED TO SECURE CO-PERMITTEES AND THE CONTRACTOR RESPONSIBLE FOR EROSION PROTECTION, INSPECTIONS, ETC, IN ACCORDANCE WITH THE EROSION CONTROL NOTES.



DRAWN BY:	DAS				
CHECKED BY:	BWJ				
APPROVED BY:					
DATE:	01/05/2023				
FIELD BOOK:	NO.	REVISION DESCRIPTION	APPROVED	DATE	



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LINN-MAR STADIUM PARKING LOT
IN THE CITY OF MARION, LINN COUNTY, IOWA

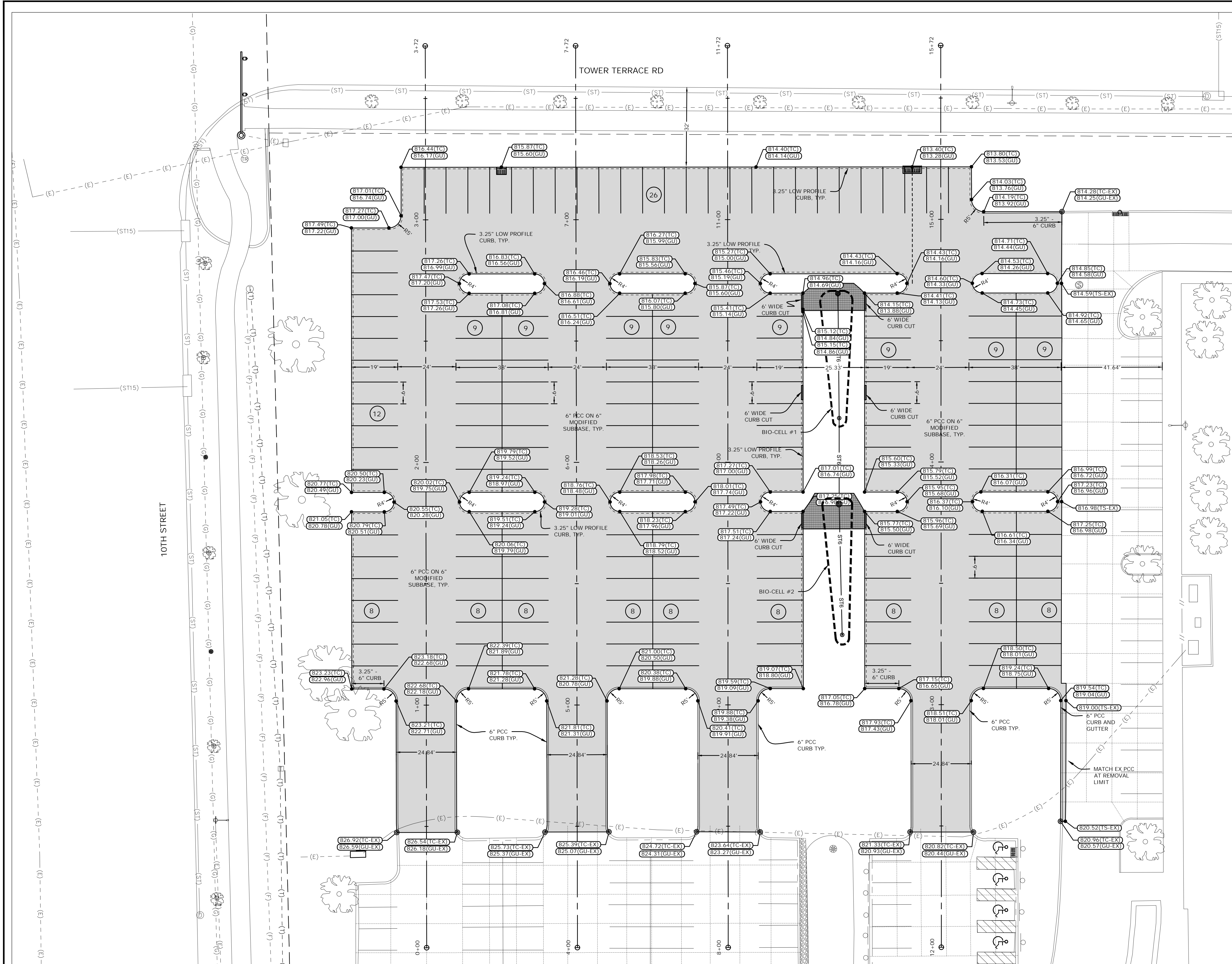
SITE GRADING AND EROSION CONTROL PLAN

SCALE: 1"=20'

PROJECT NO: 10841

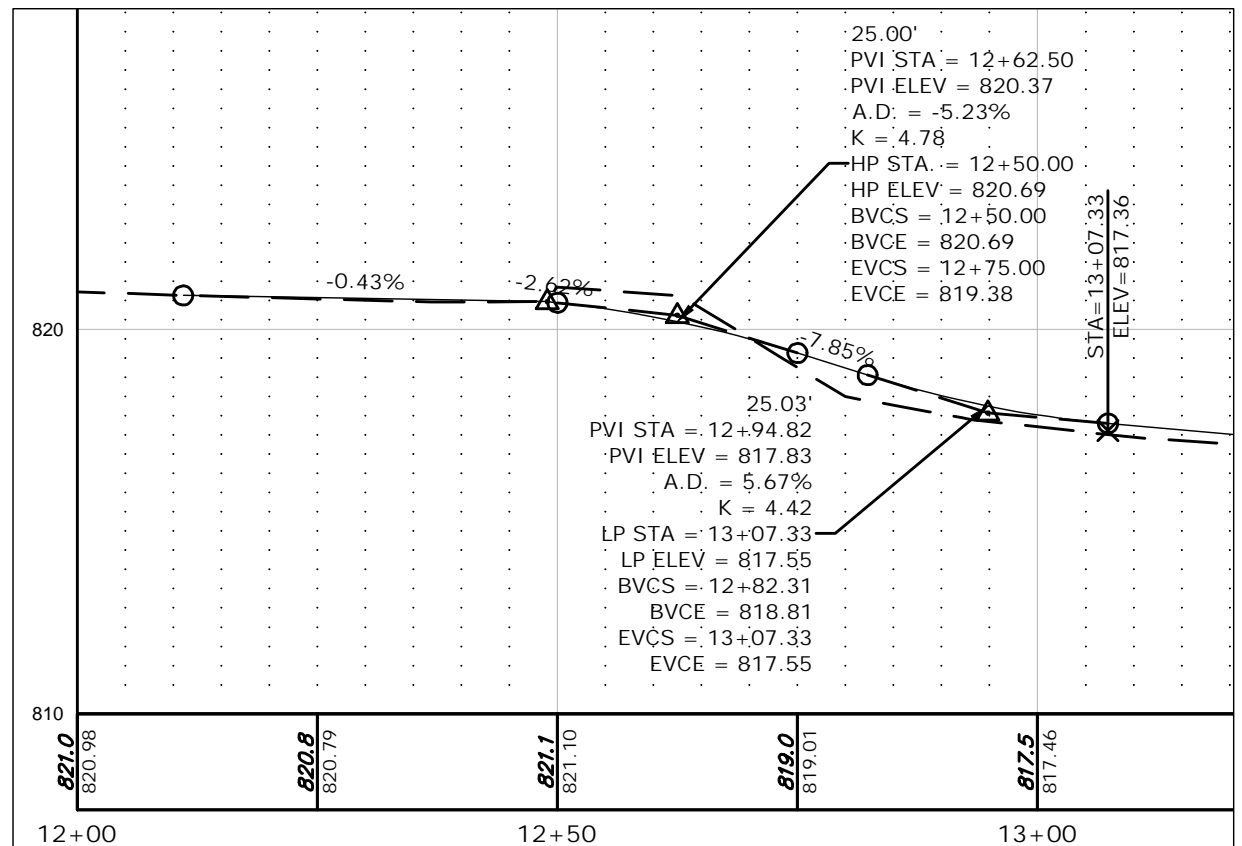
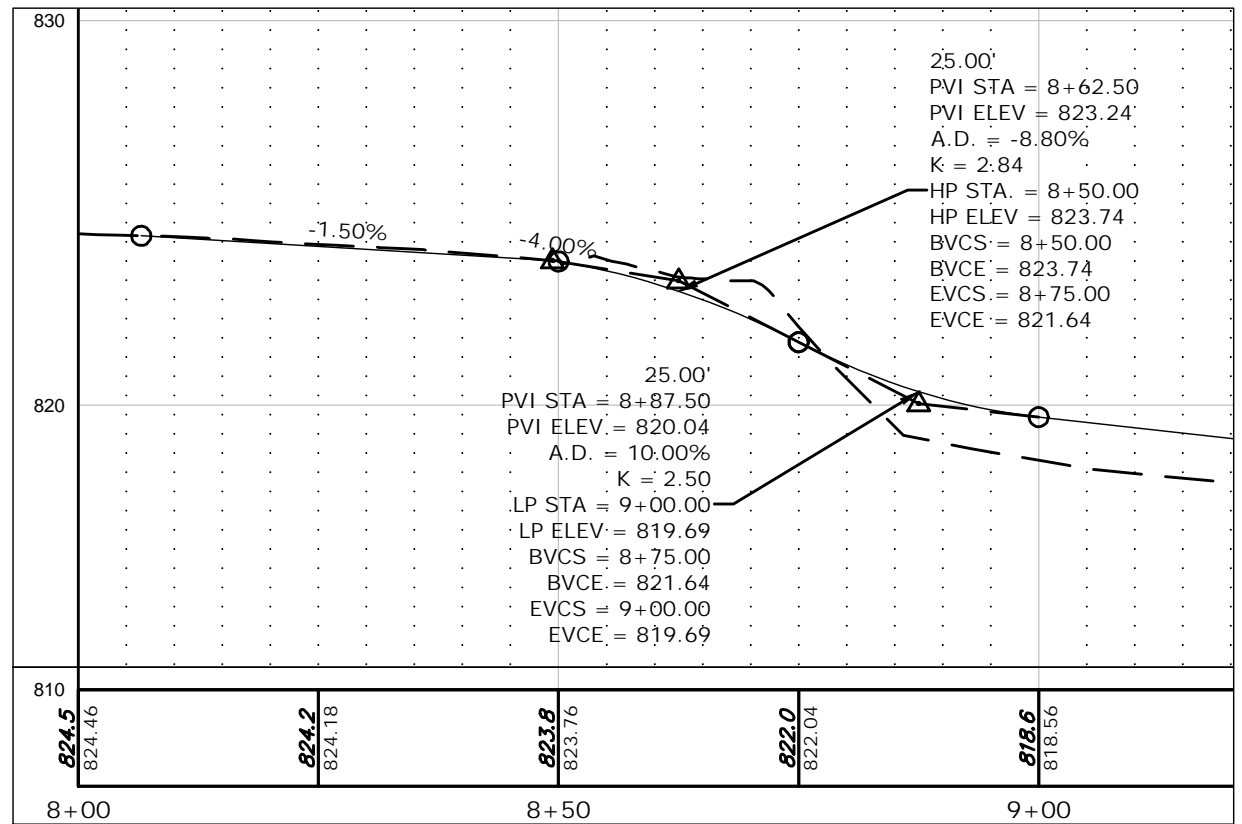
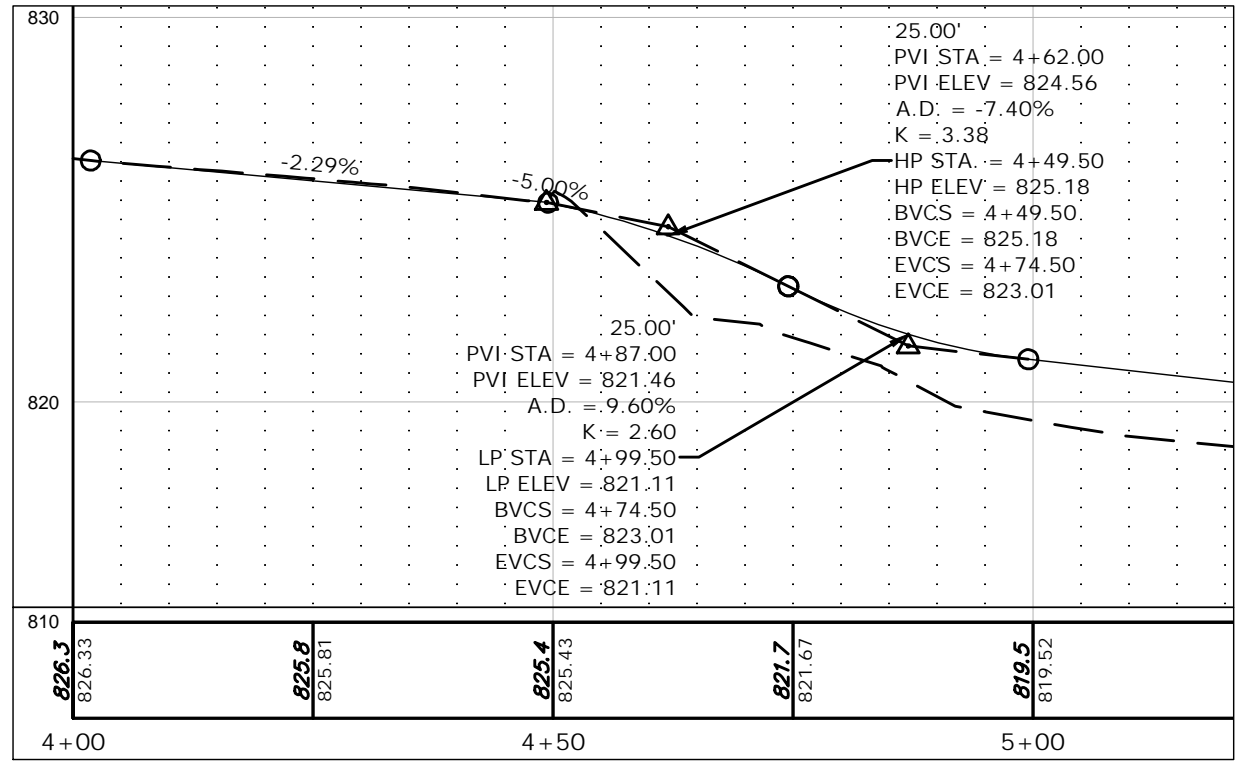
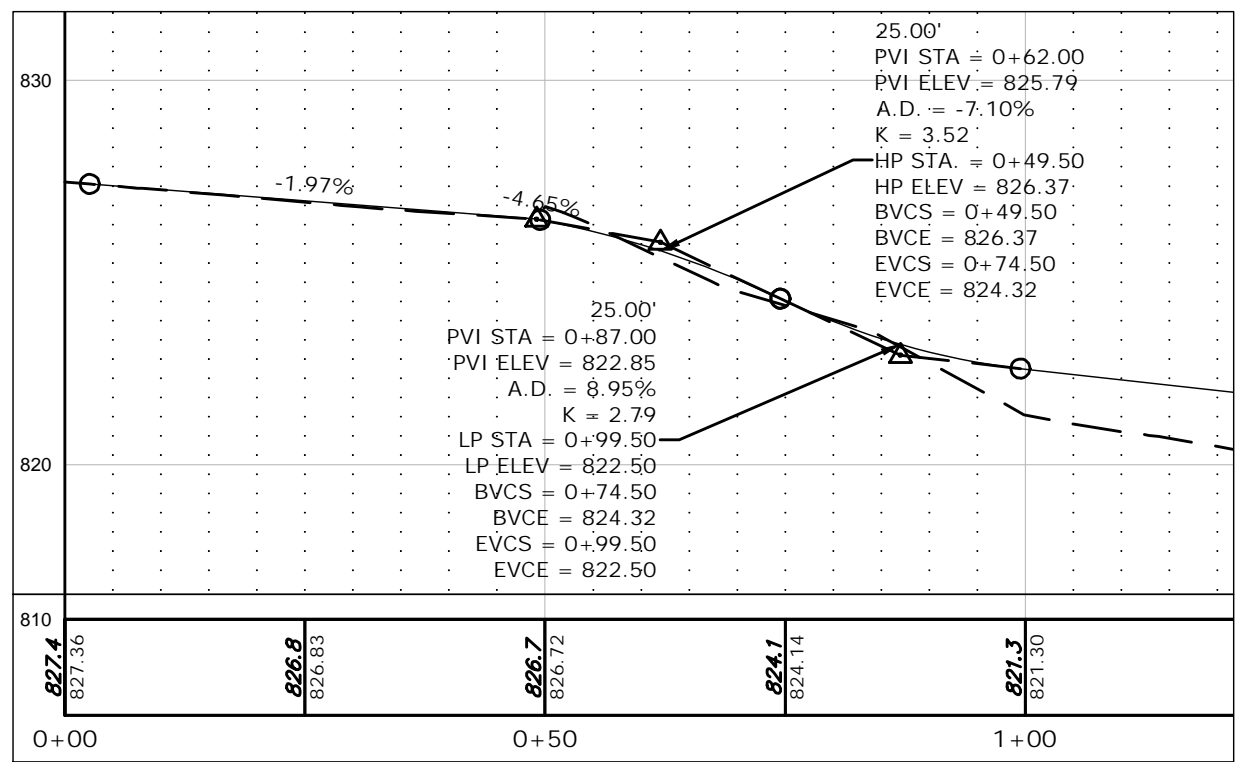
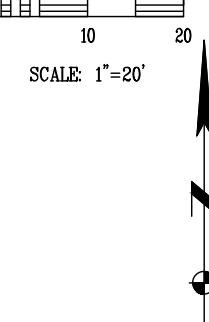
SHEET

C3.0



PAVEMENT LEGEND	
---	GRADE BREAK
TS	TOP OF SLAB
TC	TOP OF CURB
GU	GUTTER
TS-EX	TOP OF SLAB EXISTING
TC-EX	TOP OF CURB EXISTING
GU-EX	GUTTER EXISTING

PAVEMENT LEGEND	
	6\" PCC ON 6\" MODIFIED SUBBASE
	3.25\" LOW PROFILE CURB
	6\" STANDARD CURB



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LINN-MAR STADIUM PARKING LOT
IN THE CITY OF MARION, LINN COUNTY, IOWA

SITE PAVING AND ELEVATION PLAN	SHEET C4.0
SCALE: 1"=20'	PROJECT NO: 10841

UTILITY LEGEND

EXISTING		PROPOSED
SS4	SANITARY SEWER	SS
ST10	STORM SEWER	SS
	SUBDRAIN	
(W)	FORCE MAIN W/SIZE	SS
(G)	WATER MAIN W/SIZE	W6
(G)	GAS	G
(OHE)	STEAM	G
(OHE)	ELECTRIC-OVERHEAD	OHE
(E)	ELECTRIC-UNDERGROUND	E
(C)	CABLE TV-UNDERGROUND	C
(OHC)	CABLE TV-OVERHEAD	OHC
(OHT)	TELEPHONE-OVERHEAD	OHT
(F)	FIBER OPTIC-UNDERGROUND	F
(F)	FIBER OPTIC-OVERHEAD	OHF
(T)	TELEPHONE-UNDERGROUND	T
//	FENCE LINE	
//	SILT FENCE	
(100 YR)	FLOODPLAIN LIMITS	(100 YR)
	FLOODWAY LIMITS	
	CITY CORPORATION LIMITS	
	CONTOUR LINE	
	LIGHT POLE W/O MAST	
	LIGHT POLE W/MAST	
	TELEPHONE POLE	
	POWER POLE	
	GUY ANCHOR	
	GUY POLE	
	TELEPHONE PEDESTAL	
	TELEPHONE MANHOLE	
	CABLE TV PEDESTAL	
	UTILITY/CONTROL CABINET	
	SANITARY MANHOLE	
	STORM MANHOLE	
	GRATE INTAKE	
	RA-3 INTAKE	
	RA-5 INTAKE	
	RA-6 INTAKE	
	RA-8 INTAKE	
	HORSESHOE CATCH BASIN W/O FLUME	
	HORSESHOE CATCH BASIN W/FLUME	
	GAS VALVE	
	FLARED END SECTION	
	CLEANOUT, STORM OR SANITARY	
	TRAFFIC SIGNAL W/MAST	

NOTE: THIS IS A STANDARD LEGEND. SOME ITEMS MAY NOT APPEAR ON DRAWINGS.

UTILITY LEGEND

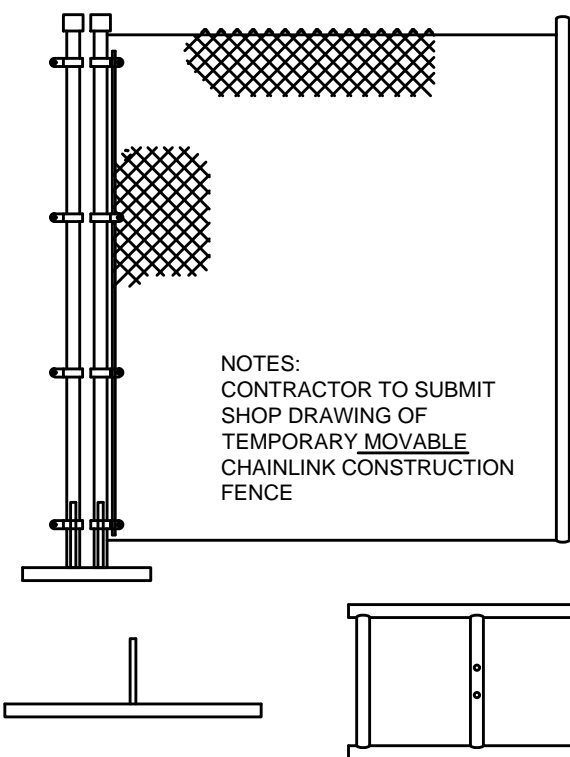
EXISTING
BM
SB
WV
CM

SURVEY LEGEND

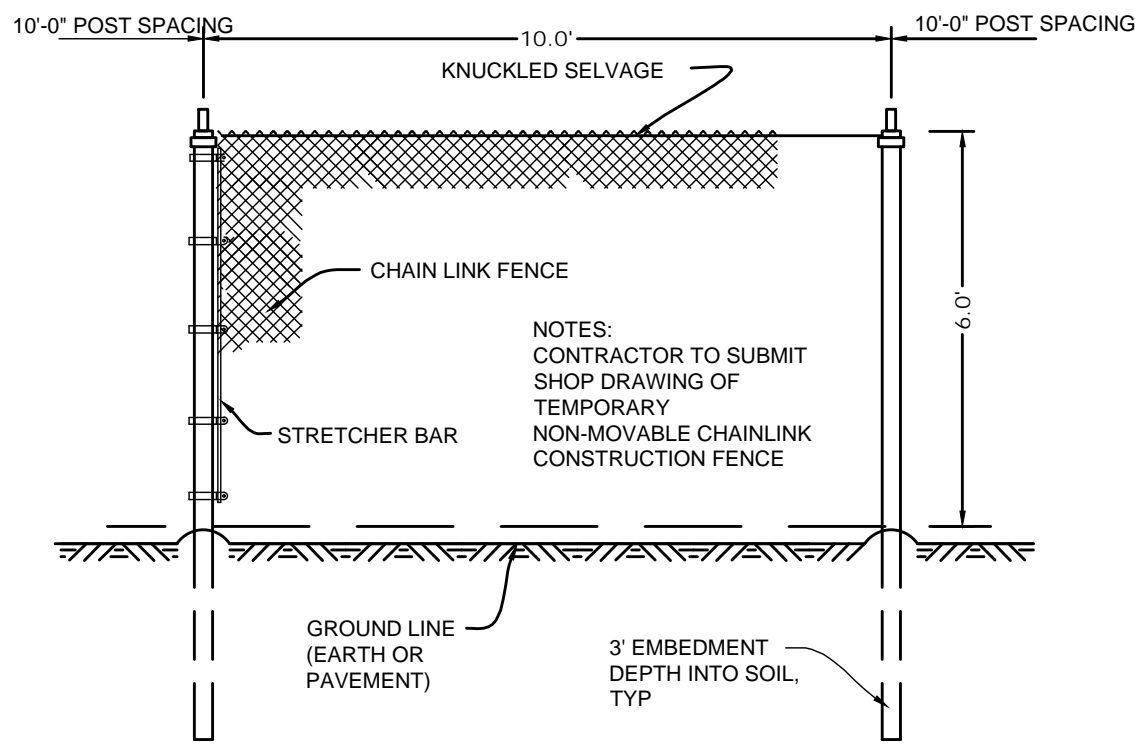
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PLANT LEGEND

EXISTING



TEMPORARY MOVABLE CHAINLINK FENCE OR EQUAL
NOT TO SCALE



TEMPORARY CHAINLINK FENCE OR EQUAL
NOT TO SCALE

GENERAL NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS AND THE CITY OF MARION SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM PLANS OF RECORD. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN AND MAY NOT SHOWN ON THIS DRAWING.
- NOTIFY UTILITY COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
- IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
- NOTIFY THE APPROPRIATE GOVERNING AUTHORITY 48 - 72 HOURS PRIOR TO BEGINNING CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY. THE CITY OF MARION, IOWA SHALL BE THE PUBLIC AGENCY RESPONSIBLE FOR INSPECTION DURING CONSTRUCTION OF THE PUBLIC PORTIONS OF THE PROJECT.
- NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
- PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND THE CITY OF MARION STANDARDS.
- ADJUST ALL VALVES, MANHOLES, CASTINGS, GAS VENTS, ETC., TO MATCH THE NEW SURFACE (IF APPLICABLE). ADJUSTMENT SHALL BE COORDINATED WITH THE UTILITY COMPANIES AND THE COST FOR ALL ADJUSTMENTS SHALL BE INCIDENTAL TO THE CONSTRUCTION. AT NO ADDITIONAL COST TO THE OWNER, REPAIR ANY DAMAGE TO SAID STRUCTURES AND APPURTENANCES THAT OCCUR DURING CONSTRUCTION.
- REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.

SITE PREPARATION NOTES

- PROTECT ADJACENT PROPERTY DURING DEMOLITION.
- MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
- PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE EASEMENTS, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. DISPOSAL SITES MUST BE APPROVED BY THE ENGINEER. CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND TEMPORARY HAUL ROADS TO PREVENT THE SPREAD OF DUST. OFF-SITE DISPOSAL SHALL BE IN ACCORDANCE WITH THE APPLICABLE GOVERNMENTAL REGULATIONS.
- KEEP ADJACENT PUBLIC STREETS FREE FROM SOIL AND DEBRIS GENERATED BY THE PROJECT. CLEAN SOIL AND DEBRIS FROM THE ADJACENT STREETS ON A DAILY BASIS.
- DURING CONSTRUCTION, CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
- REMOVAL OR ABANDONMENT OF PUBLIC UTILITIES SHALL BE FULLY COORDINATED WITH APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
- ANY EXISTING FACILITIES (CURBS, PAVEMENT, UTILITIES, ETC.) THAT THE CONTRACTOR'S OPERATIONS DAMAGE SHALL BE REPAIRED BY THAT CONTRACTOR AT HIS/HER COST.
- WHERE A SECTION OF PAVEMENT, CURB AND GUTTER OR SIDEWALK IS CUT OR OTHERWISE DAMAGED BY THE CONTRACTOR, THE ENTIRE SECTION SHALL BE REMOVED AND REPLACED. PAVEMENT, CURBS, GUTTERS AND SIDEWALKS SHALL BE REMOVED A MINIMUM OF TWO FEET BEYOND THE EDGE OF THE TRENCH CUT AND TO THE NEAREST JOINT.
- SAWCUT EDGES OF PAVEMENT FULL DEPTH PRIOR TO REMOVAL TO PREVENT DAMAGE TO ADJACENT SLABS AND FIXTURES.
- EXISTING FIELD TILE LINES ENCOUNTERED IN THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR IN ONE OF THE FOLLOWING WAYS:
 - CONNECT TILE TO THE NEAREST STORM SEWER.
 - DAYLIGHT TO FINISHED GROUND.
 - REPAIR TILE AND MAINTAIN SERVICE.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF A TILE IS ENCOUNTERED AND SHALL INDICATE THE METHOD OF RESOLVING THE CONFLICT. THE ENGINEER SHALL APPROVE THE PROPOSED METHOD. THE LOCATION OF THE FIELD TILE SHALL BE RECORDED ON THE CONSTRUCTION RECORD DOCUMENTS.

UTILITY NOTES

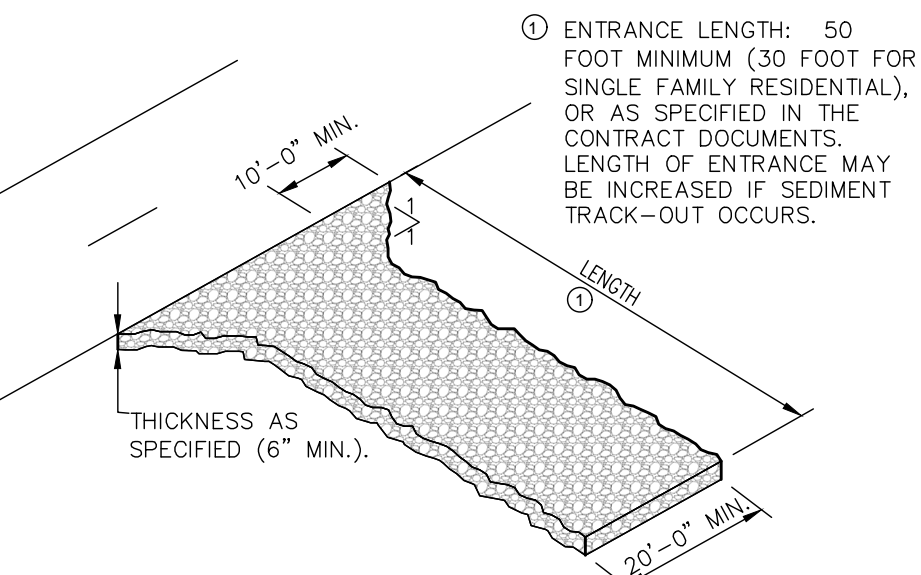
- ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS AND THE CITY OF MARION SUPPLEMENTAL SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AS APPROVED BY THE IOWA DNR, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- VERIFY THE ELEVATION OF POSSIBLE CONFLICTING UTILITIES PRIOR TO CONSTRUCTING PROPOSED WATER MAINS, SANITARY SEWERS, STORM SEWERS, ETC. ANY CONFLICTS MUST IMMEDIATELY BE BROUGHT TO THE ENGINEER'S ATTENTION.
- ALL OPEN EXCAVATIONS SHALL BE PROTECTED WITH SAFETY FENCE, BARRIERS OR BARRICADES IN ACCORDANCE WITH OSHA.

STORM SEWER NOTES

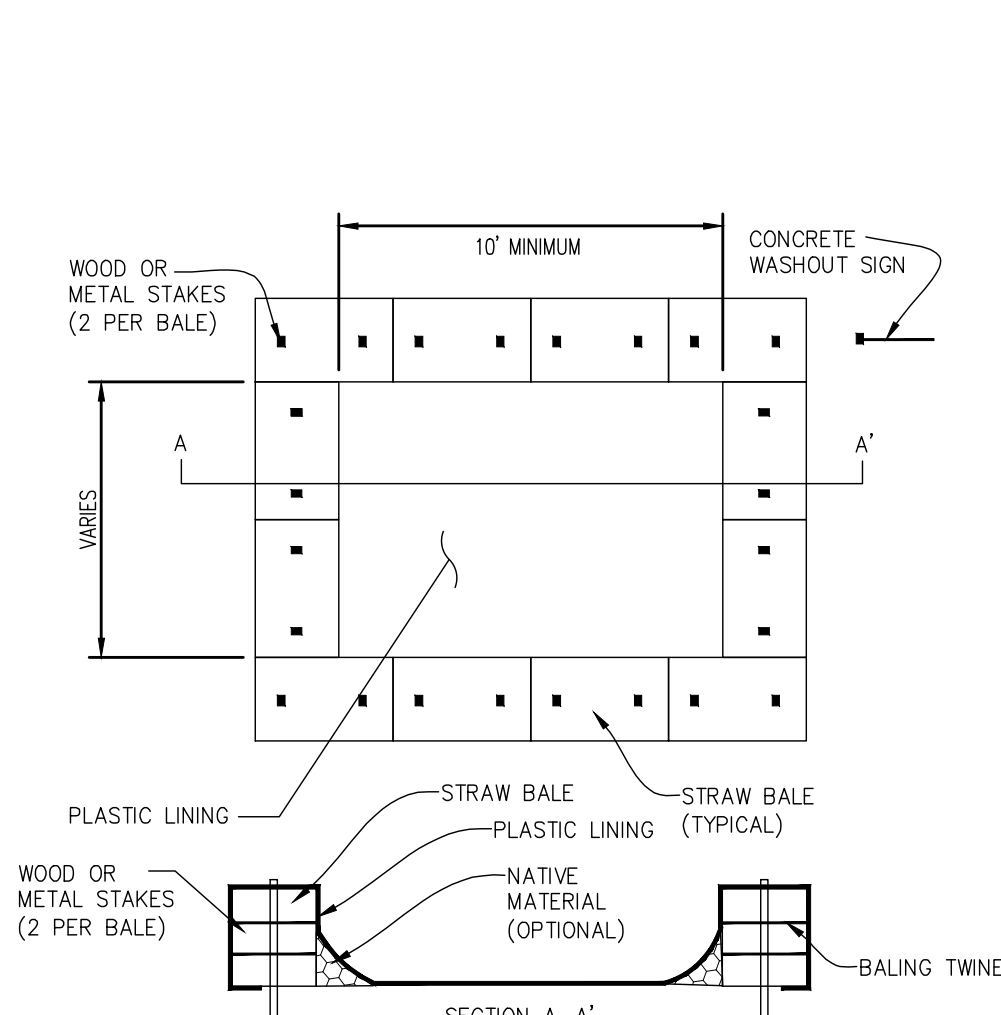
- STORM SEWER LINES SHALL BE A MINIMUM OF 10" FROM WATER LINES RUNNING PARALLEL. AT CROSSINGS, A MINIMUM 18" SEPARATION MUST BE PROVIDED.
- ALL LINE AND GRADE CONTROL WILL BE DONE WITH A LASER BEAM. WITH GRADE CHECKS AT 25', 50' AND THEN EVERY 100' BETWEEN MANHOLES.
- THE CONTRACTOR WILL BE REQUIRED TO MAINTAIN A RECORD DRAWING SET SHOWING LOCATIONS OF ALL ROOF DRAINS AND OTHER PERTINENT INFORMATION REGARDING THE STORM SEWER CONSTRUCTION. THE RECORD DRAWING SET WILL BE PROVIDED TO THE OWNER.

SUBDRAIN NOTES

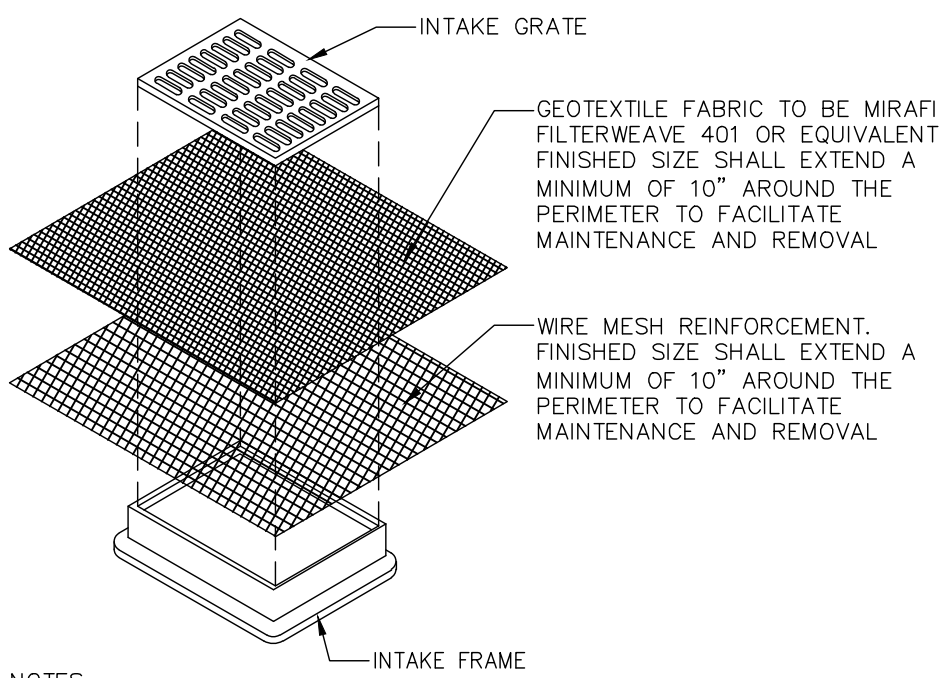
- CLEAN-OUTS FOR SUB-DRAIN SHALL BE TYPE A-2 PER SUDAS STANDARD SPECIFICATION FIGURE 4040.232.



STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

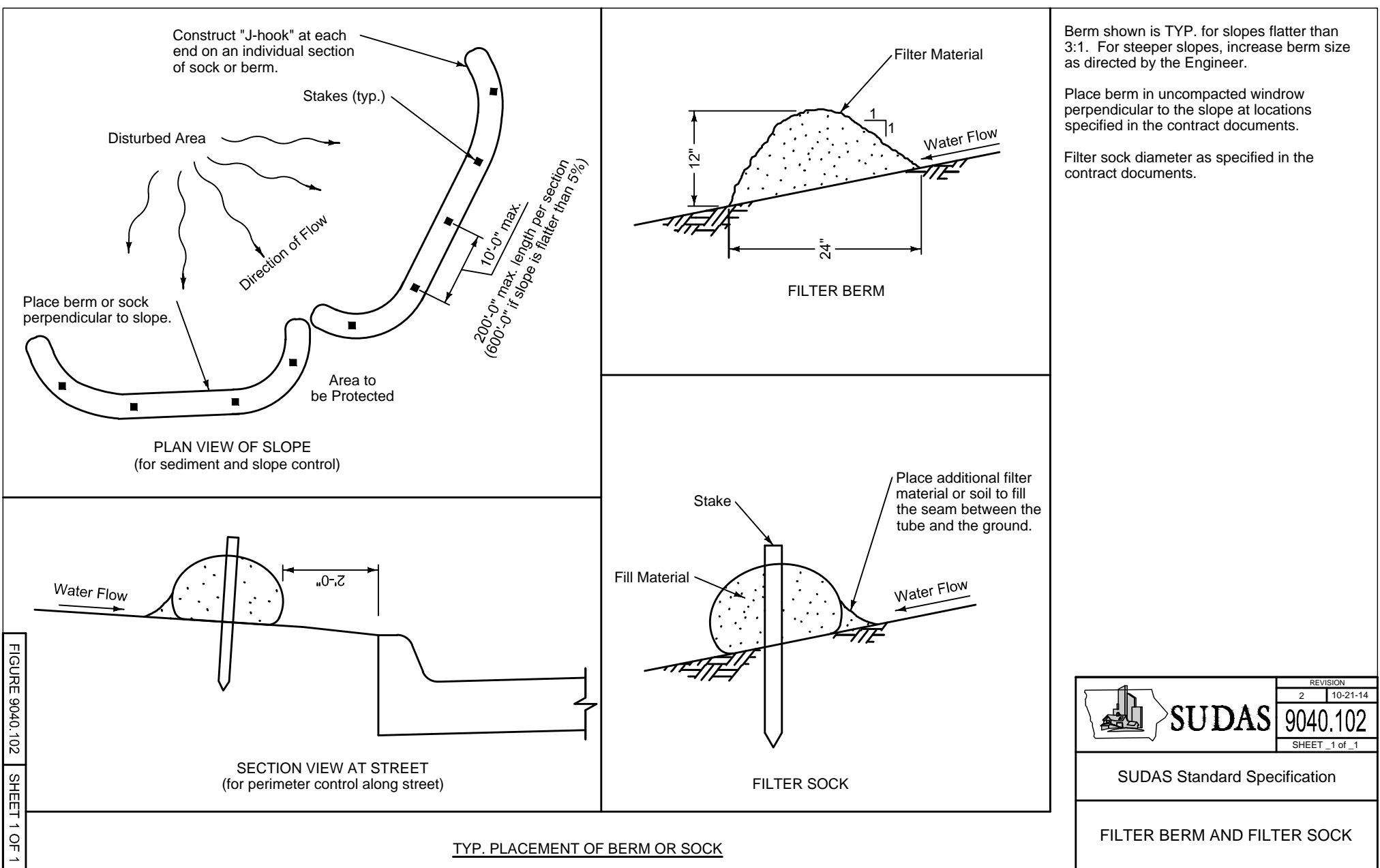


CONCRETE WASHOUT DETAIL (OR APPROVED EQUAL)
NOT TO SCALE



- NOTES:
- INLET PROTECTION SHALL BE AT A MINIMUM INSPECTED WEEKLY AND WITHIN 24 HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5 INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
 - SEDIMENT DEPOSITS SHALL BE REMOVED AND THE INLET PROTECTION DEVICE RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 2-INCHES OR MORE IN DEPTH.
 - REMOVE INLET PROTECTION DEVICES ONCE THE CONTRIBUTING AREA HAS BEEN STABILIZED WITH APPROPRIATE VEGETATION OR IMPERVIOUS AREA.
 - THE CONTRACTOR MAY ELECT TO USE AN EQUIVALENT PROPRIETARY PRACTICE SUCH AS A "DANDY BAG" OR "DANDY SACK".

AREA INTAKE PROTECTION
NOT TO SCALE



TYP. PLACEMENT OF BERM OR SOCK

Berm shown is TYP. for slopes flatter than 3:1. For steeper slopes, increase berm size as directed by the Engineer.

Place berm in uncompacted windrow perpendicular to the slope at locations specified in the contract documents.

Filter sock diameter as specified in the contract documents.

REGION	2
SUDAS	9040.102
SHEET	1 of 1

SUDAS Standard Specification

FILTER BERM AND FILTER SOCK

DRAWN BY:	DAS			
CHECKED BY:	BWJ			
APPROVED BY:				
DATE:	01/05/2023			
FIELD BOOK:	NO.	REVISION DESCRIPTION	APPROVED	DATE



HALL & HALL ENGINEERS, INC.
Leaders in Land Development Since 1933
1880 BOYSSON ROAD, HIAWATHA, IOWA 52233
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LINN-MAR STADIUM PARKING LOT
IN THE CITY OF MARION, LINN COUNTY, IOWA

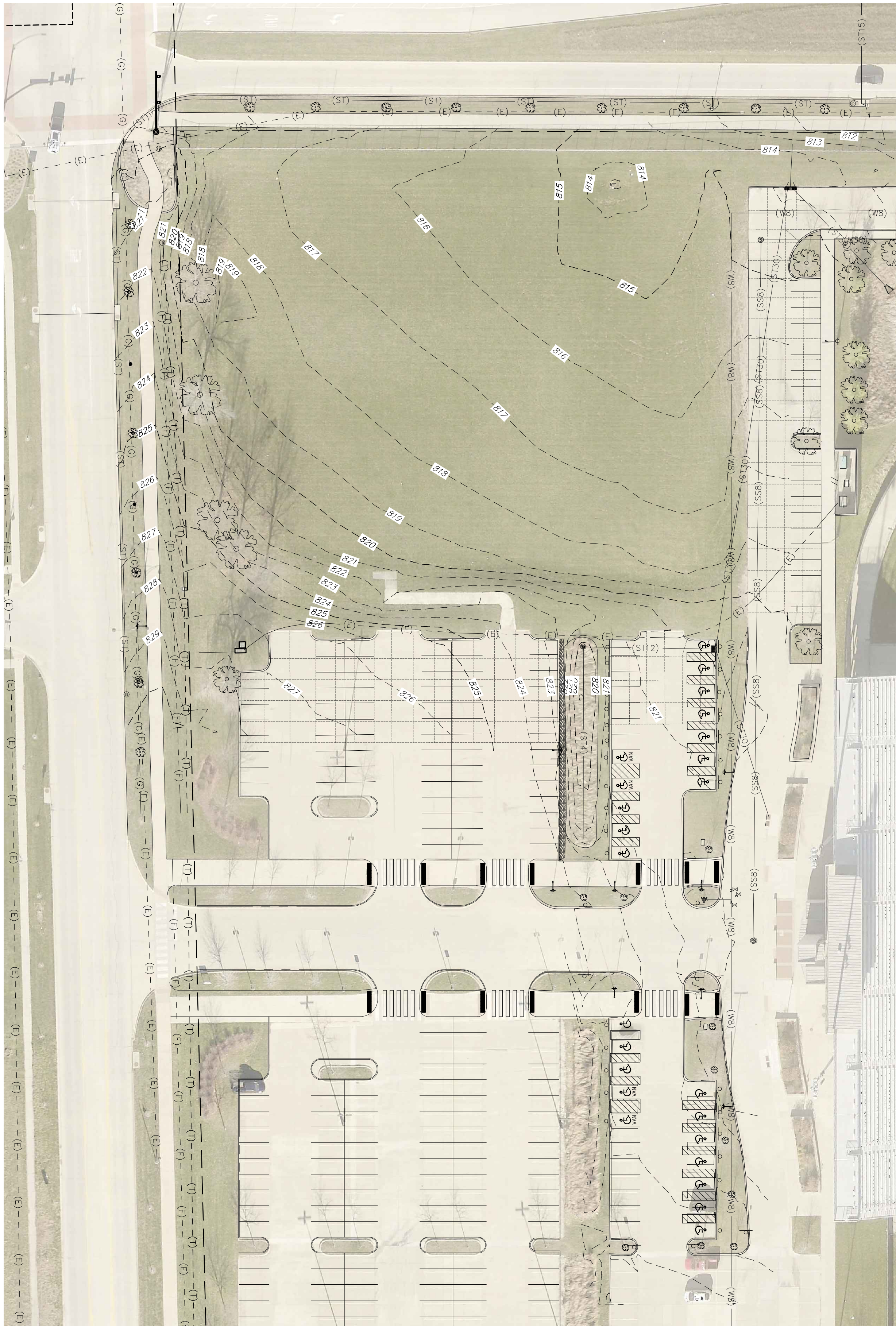
SITE CONSTRUCTION NOTES AND DETAILS

SCALE: 1"=20'

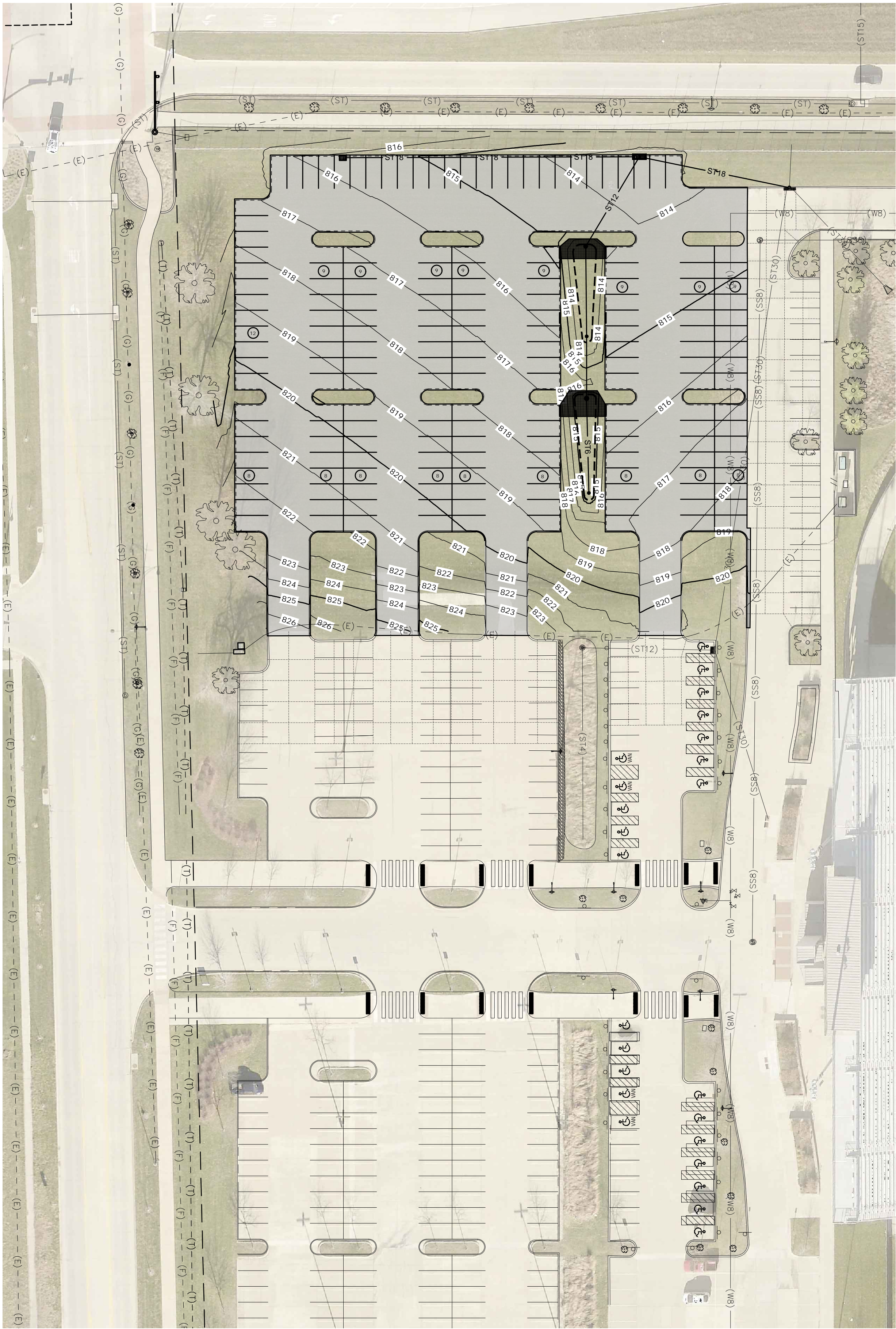
PROJECT NO: 10841

SHEET

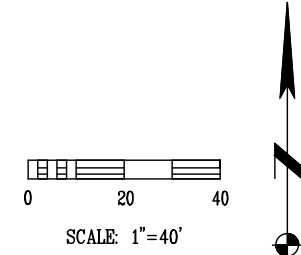
C6.0



PRE DEVELOPED CONDITIONS



POST DEVELOPED CONDITIONS



DRAWN BY: DAS				
CHECKED BY: BWJ				
APPROVED BY:				
DATE: 01/05/2023				
FIELD BOOK:	NO.	REVISION DESCRIPTION	APPROVED	DATE



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LINN-MAR STADIUM PARKING LOT
IN THE CITY OF MARION, LINN COUNTY, IOWA

SCALE: 1"=40'

EXHIBIT 1

PROJECT NO: 10841

SHEET
EX 1

ITEMS TO INCLUDE ON AGENDA

LINN-MAR COMMUNITY SCHOOL DISTRICT

Approximately \$17,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

- Hearing on the Proposed Issuance of Approximately \$17,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds
- Resolution Supporting the Proposed Issuance of Approximately \$17,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds

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

January 9, 2023

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

Absent: _____

Vacant: _____

* * * * *

The President of the Board of Directors of the Linn-Mar Community School District (the "School District") announced that this is the time, place and date to hold a hearing on the Proposed Issuance of Approximately \$17,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds. The following persons appeared:

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

The President declared the hearing closed.

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

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

**RESOLUTION SUPPORTING THE PROPOSED ISSUANCE OF
APPROXIMATELY \$17,000,000 SCHOOL INFRASTRUCTURE
SALES, SERVICES AND USE TAX REVENUE BONDS**

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

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

WHEREAS, the Board of Directors is in need of funds for the following school infrastructure project: to conduct, furnish and equip a new Learning Resource Center, including costs of issuance and a debt service reserve fund if required by the purchaser; and

WHEREAS, the Board of Directors has deemed it necessary and advisable that the District issue School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5,

in the approximate amount of \$17,000,000 for the purpose of providing funds to conduct, furnish and equip a new Learning Resource Center, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement; and

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

NOW, THEREFORE, it is resolved:

1. The Board of Directors supports the proposal to issue approximately \$17,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to conduct, furnish and equip a new Learning Resource Center, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

2. Eligible electors of the school district have the right to file with the Board Secretary a petition pursuant to Iowa Code Section 423F.4(2)(b), on or before close of business on January 23, 2023, for an election on the proposed bond issuance. The petition must be signed by eligible electors equal in number to not less than one hundred or thirty percent of those voting at the last preceding election of school officials under Iowa Code Section 277.1, whichever is greater.

3. In the event a petition containing the required number of valid signatures is filed with the Secretary of the Board on or before close of business on January 23, 2023, the President shall call a meeting of the Board to consider withdrawing the proposed Bond issuance, or directing that the question of the proposed Bond issuance be submitted to the qualified electors of the School District.

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

Shall the Board of Directors of the Linn-Mar Community School District in the County of Linn, State of Iowa, be authorized to issue approximately \$17,000,000 School Infrastructure Sales, Services and Use Tax Revenue Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, in the approximate amount of \$17,000,000 for the purpose of providing funds to conduct, furnish and equip a new Learning Resource Center, including costs of issuance and a debt service reserve fund if required by the purchaser; with any bond proceeds remaining after completion of this project used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement?

PASSED AND APPROVED this 9th day of January, 2023.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF LINN

)

I, the undersigned Secretary of the Board of Directors of the Linn-Mar Community School District, in the County of Linn, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2023.

Secretary of the Board of Directors of the
Linn-Mar Community School District



2023-24
School
Calendar

Start-Finish
August 23rd – May 30th

Summary of Calendar
Days in Classroom: 176
Total Student Hours: 1119.36

Q1 =	44
Q2 =	44
Q3 =	47
Q4 =	41

Calendar Legend

	Start/End
Q	Quarter
X	No School
	2-Hour Early Dismissal
	Holidays/Breaks/Comp Days
	Teacher Workday
	New Teacher Orientation
	Early Childhood Prof Learning
	Professional Days
	High School Conferences

Linn-Mar Days
176 School Days
2 Teacher Workdays
11 Professional Days
2 Comp Days (Nov 22 & Apr 26)
191 Total

Make Up Days for Cancellations
May 31st thru June 7th

M	T	W	Th	F	Student Days	Teacher Days
August 2023						
	1	2	3	4	0	0
7	8	9	10	11	0	0
14	15	16	17	18	0	2
21	22	23	24	25	3	5
28	29	30	31		4	4
September 2023						
				1	1	1
4	5	6	7	8	4	4
11	12	13	14	15	5	5
18	19	20	21	22	5	5
25	26	27	28	29	4	5
October 2023						
2	3	4	5	6	5	5
9	10	11	12	13	5	5
16	17	18	19	20	5	5
23	24	Q	26	27	3	5
30	31				2	2
November 2023						
		1	2	3	3	3
6	7	8	9	10	5	5
13	14	15	16	17	5	5
20	21	22	23	24	2	3
27	28	29	30		4	4
December 2023						
				1	1	1
4	5	6	7	8	5	5
11	12	13	14	15	5	5
18	19	20	21	22	5	5
25	26	27	28	29	0	0
January 2024						
1	2	3	4	5	3	3
8	9	10	Q	12	4	5
15	16	17	18	19	4	5
22	23	24	25	26	5	5
29	30	31			3	3
February 2024						
		1	2		2	2
5	6	7	8	9	5	5
12	13	14	15	16	5	5
19	20	21	22	23	4	5
26	27	28	29		4	4
March 2024						
				1	1	1
4	5	6	7	8	5	5
11	12	13	14	15	0	0
18	19	20	21	22	5	5
25	26	27	Q	29	4	5
April 2024						
1	2	3	4	5	4	5
8	9	10	11	12	5	5
15	16	17	18	19	5	5
22	23	24	25	26	4	5
29	30				2	2
May 2024						
		1	2	3	3	3
6	7	8	9	10	5	5
13	14	15	16	17	5	5
20	21	22	23	24	5	5
27	28	29	Q	31	3	4
June 2024						
3	4	5	6	7	0	0
10	11	12	13	14	0	0
17	18	19	20	21	0	0

AUGUST 2023	
14	New Teacher Orientation
15	New Teacher Orientation
17	Professional Day
18	Professional Day
21	Teacher Workday
22	Professional Day
23	First Day of School K-9 th Grades
24	First Day of School 10 th -12 th Grades
SEPTEMBER 2023	
4	No School (Labor Day)
11	Early Childhood Professional Learning
21	High School Conferences
25	No School (Professional Day)
OCTOBER 2023	
2	Early Childhood Professional Learning
17	2-Hour Early Dismissal – Grades JrK-12 (Conferences for Elem/Int/MS)
19	2-Hour Early Dismissal – Grades JrK-12 (Conferences for Elem/Int/MS)
25-Q	End of First Quarter
26	No School (Professional Day)
27	No School (Professional Day)
NOVEMBER 2023	
6	Early Childhood Professional Learning
22	No School (Teacher Comp Day)
23-24	No School (Thanksgiving Break)
30	High School Conferences
DECEMBER 2023	
4	Early Childhood Professional Learning
22	2-Hour Early Dismissal – Grades JrK-12
25-29	No School (Winter Break)
JANUARY 2024	
1-2	No School (Winter Break)
8	Early Childhood Professional Learning
11-Q	End of Second Quarter
12	No School (Professional Day)
15	No School (Professional Day)
FEBRUARY 2024	
5	Early Childhood Professional Learning
8	High School Conferences
19	No School (Professional Day)
MARCH 2024	
4	Early Childhood Professional Learning
5	2-Hour Early Dismissal – Grades JrK-12 (Conferences for Elem/Int/MS)
7	2-Hour Early Dismissal – Grades JrK-12 (Conferences for Elem/Int/MS)
11-15	No School (Spring Break)
28-Q	End of Third Quarter
29	No School (Professional Day)
APRIL 2024	
1	No School (Professional Day)
25	High School Conferences
26	No School (Teacher Comp Day)
MAY 2024	
6	Early Childhood Professional Learning
26	High School Graduation
27	No School-District Closed (Memorial Day)
30-Q	2-Hour Early Dismissal – Grades JrK-12 (Last Day of School)
31	No School (Teacher Workday)

Modified Supplemental Amount

MODIFIED SUPPLEMENTAL AMOUNT

#	Description	Amount
1	District cost per pupil	\$7,413
2	Certified enrollment (October 1, current school year) Certified enrollment was found and certified on 10/13/2022 3:29:07 PM.	7,685.5
3	Maximum modified supplemental amount possible (0.025 x line 1 x line 2)	\$1,424,315
4	Previous FY Carry-forward from CAR Project 1116 Carry-forward: \$0 Project 1119 Carry-forward: \$0	\$0
5	Requested modified supplemental amount Enter an amount equal to, or less than (Ln3 - Ln4): \$1,424,315	1424315
<i>"Requested MSA and required match (and the associated spending authority) is solely for the purpose of implementing the district's board-adopted At-Risk/Dropout program."</i>		
6	Required local match (Total Project Cost(Line 5 / 0.75) X 0.25)	\$474,772
7	Enter the number of enrolled students in the budget year identified as returning dropouts and potential dropouts.	1224

**School Board Regular Minutes
December 12, 2022**

100: Call to Order and Determination of a Quorum

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

200: Adoption of the Agenda – Motion 086-12-12

MOTION by Weaver to adopt the agenda with the removal of Items 510 and 804.5. Second by Buchholz. Voice vote, all ayes. Motion carried.

300: Special Recognition

Jay Lehman, Associate Athletic Director, shared a special recognition of fall athletics and Clark Weaver, Board Vice President, recognized fellow board member, Brittania Morey, for receiving an Individual Achievement Award from the Iowa Association of School Boards.

400: Audience Communications

1. Amanda Pierce Snyder, Parent, Jesus is available to guide the board
2. Jessica Horaney, Parent, DEI Advisory Committee update
3. Amy Hutcheson, Staff/Parent, requested reconsideration of Policy 504.13

500: Informational Reports, Discussions, and Presentations

501: Marion Economic Development Corporation – Exhibit 501.1

Nick Glew, Emily Russ, and Brady Quinn with MEDCO reported on new community investments, real estate development and new construction, business retention and expansion, and the business climate and workforce throughout the Marion community. An update was also shared on the Community Promise programs and Marion Build Project.

502: Facilities Planning Update – Exhibit 502.1

Representatives from OPN Architects shared an update on the timeline and budget for the new administration building and an overview of the new performance center.

503: Iowa Association of School Boards Annual Conference & Urban Education Network Annual Meeting

Board members reported that they enjoyed the November IASB annual conference and UEN annual meeting and the opportunities to gain experience from other board members from around the state. They also shared kudos to the LM Orchestra for their performance during the event.

504: Venture Academics Advisory

A report was not given on the November 17th meeting because the board representatives were unable to attend due to the timing of the IASB annual conference.

505: Marion City Council

Morey reported that during the November 17th Marion City Council meeting rezoning of the area west of Winslow Road and south of Tower Terrance was discussed for additional single-family housing. Weaver reported that during the December 8th meeting information was shared about the Historic Preservation Committee which will include Cody Buelt and the Property Maintenance Advisory which will include Jeff Tipton; both are familiar names. Weaver also reported that the area mentioned earlier for rezoning was approved.

506: Diversity/Equity/Inclusion Committee

Due to Wall's absence, a report on the November 21st DEI Committee meeting was not provided.

507: Board Visits

Board members reported that they enjoyed the enthusiasm of the students and staff during their visits to Novak (Dec 1st) and Excelsior (Dec 8th).

508: Career & Technical Education Committee

Nelson and Rollinger reported the during the December 7th CTE Committee meeting the group reviewed the Perkins budget, funding for federal allocations, and recent service area activities. The committee also reviewed workforce and economic data in response to the changing labor market.

509: Finance/Audit Committee

Buchholz, Morey, and Weaver reported that during the December 8th Finance/Audit Committee meeting the committee reviewed the monthly financial reports, the general fund, and status of the district audit process. The committee also discussed the proposed issuance of approximately \$17,000,000 in SAVE bonds to fund the construction of the new administration building.

510: Policy Committee

~~Morey, Nelson, and Wall will report on the December 12th Policy Committee meeting.~~

511: Superintendent's Update – Exhibit 511.1

Superintendent Bisgard shared information on the IASB Day on the Hill event, an overview of the Upbeat staff survey results, an update on the School Safety Plan vulnerability assessment, and information on the timelines for the various construction projects. Bisgard also reported that three of the schools are at a 10% or more illness level which triggered the need to notify the Dept of Public Health. Bisgard also recognized Athletic Director Tonya Moe for being named the 2022 Athletic Director of the Year.

600: Unfinished Business

601: TPRA Resolution – Exhibit 601.1 **Motion 087-12-12**

MOTION by Walker to approve the resolution establishing an education assistance plan for the Teacher and Paraeducator Registered Apprenticeship Program participants as presented. Second by Weaver. Voice vote, all ayes. Motion carried.

700: New Business

701: Early Graduation Requests – Exhibit 701.1 *Motion 088-12-12*

MOTION by Weaver to approve the early graduation requests as presented. Second by Walker. Buchholz shared that one of the students listed decided to give up playing basketball for LM so they could move forward with enrolling at Uofl. Voice vote, all ayes. Motion carried.

*Tyvaiah Alons	*Disha Joshi	*Abigal Saddoris
*Risston Buehler	*Elizabeth Knoke	*Kira Sharp
*Sofia Bush	*Justin Mouzon	*Vincent Van Hoesen
*Melody Dixon	*Caden Postma	*Sarah Winkle
*Brinnley Jacobsen	*Alleyah Rainey	

702: LM High School 2023-24 Program of Studies – Exhibits 702.1a-f *Motion 089-12-12*

MOTION by Buchholz to approve the Linn-Mar High School 2023-24 Program of Studies as presented. Second by Nelson. Voice vote, all ayes. Motion carried.

703: Set Public Hearing *Motion 090-12-12*

MOTION Buchholz to set a public hearing for Monday, January 9, 2023, at 5:00 PM in the Learning Resource Center regarding the plans and specifications of the Oak Ridge roof project and the stadium parking lot project, as well as the 2023-24 school calendar. Second by Walker. Voice vote, all ayes. Motion carried.

704: Set Public Hearing – Exhibit 704.1 *Motion 091-12-12*

MOTION by Walker to approve the resolution fixing the date for a public hearing on the proposed issuance of approximately \$17,000,000 school infrastructure sales, services, and use tax revenue refunding bonds for use in the construction of the new administration building for 5:00 PM on Monday, January 9, 2023, in the boardroom of the Learning Resource Center. Second by Nelson. Bisgard clarified that the dollar amount is an estimate to give extra cushion if needed. Roll call vote, all ayes. Motion carried.

705: Fundraising Requests – Exhibit 705.1 *Motion 092-12-12*

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

706: Open Enrollment Requests *Motion 093-12-12*

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

APPROVED IN

Name	Grade	Resident District
Callahan, Isaiah	11 th	Marion Independent
Cruz-Valencia, Jason	9 th	Cedar Rapids CSD
Smith, Gwendolyn	2 nd	Cedar Rapids CSD

DENIED IN

Name	Grade	Resident District	Reason
Leffler, Katelyn	11 th	Cedar Rapids CSD	Insufficient space

800: Consent Agenda Motion 094-12-12

MOTION by Walker to approve the consent agenda with the removal of Item 804.5. Second by Buchholz. Voice vote, all ayes. Motion carried.

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

Name	Assignment	Dept Action	Salary Placement
Dobney, Faith	EH: Substitute Educator	1/3/23	BA, Step 1
Klostermann, Emily	WE: Substitute Educator	1/3/23	BA, Step 1
Kurt, Madison	BP: Substitute Educator	2/1/23	BA, Step 1
Pint, Erin	IC: Substitute Educator	1/3/23	BA, Step 1
Wolf, Amara	LG: Substitute Educator	1/3/23	BA, Step 1

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Paternostro, Alex	HS: Compass Teacher	1/31/23	Personal

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Burian, Verna	NS: From EX General Help 4 hours/day to OR Cashier 6 hours/day	11/14/22	PTNS, Step 1 +.25
Delecki, Courtney	HP: Media Assistant	12/9/22	LMSEAA I, Step 1
Dozier, Beth	NS: EX General Help/Cashier	11/28/22	PTNS, Step 1 +.25
Fratzke, Patricia	EX: .5 Student Support Associate	11/30/22	LMSEAA II, Step 1
Gutierrez, Hollye	AC: Aquatic Instructor/Academic Aquatic Instructor	12/2/22	\$13.00/\$15.00/hour
Gutierrez, Valerie	AC: Aquatic Instructor/Academic Aquatic Instructor	12/2/22	\$13.00/\$15.00/hour
Keller, Jaime	NS: HP Lead Baker	11/28/22	SEIU A, Step 1 +.25
McCallum, Kiersten	NS: From OR General Help to NS Substitute	11/29/22	\$14.15/hour
Pollard, Dustin	O&M: From OR to EX Custodian	11/16/22	Same
Rhodes, Margaret	AC: Aquatic Instructor/Academic Aquatic Instructor	12/2/22	\$13.00/\$15.00/hour

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Behrens, Jodi	HP: Media Assistant	11/29/22	Personal
Cummings, Sandy	EH: Student Support Associate	12/21/22	Personal
Fiance, Jessica	LG: Student Support Associate	11/30/22	Personal
Kenneson, Laura	NS: HP Lead Baker	11/15/22	Personal
Rathbone, Olivia	EX: Student Support Associate	11/22/22	Personal
Scherbaum, Nate	O&M: LG Lead Custodian	12/5/22	Other employment
Smith Roosevelt, Keller	HS: Student Support Associate	11/30/22	Personal
Weber, Luke	WF: Student Support Associate	11/22/22	Personal
Wilfred, Jenkins Beni	BW: Student Support Associate	12/9/22	Personal
Williams, Deb	TR: Van Driver	12/1/22	Termination

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

Name	Assignment	Dept Action	Salary Placement
Cory, Nic	EX: Assistant 8 th Gr Girls Basketball Coach	11/30/22	\$3,018
Hugo, Charlie	EX: Boys Swimming Coach	12/1/22	\$2,856
Martens, Nick	HS: From Head 9 th Gr to Asst 10-12 th Gr Football Coach	11/16/22	\$3,396
Nicol, Tony	HS: JV2 IM Girls Basketball Coach	11/17/22	\$1,887

Co/Extra-Curricular Staff: Resignation

Name	Assignment	Dept Action	Reason
Bolinder, Kiley	HS: Head 10th/Asst Varsity Volleyball Coach	11/30/22	Personal
Reasland, Ray	HS: Assistant Varsity Football Coach	11/15/22	Personal
Torres, Malory	HS: Assistant Varsity Volleyball Coach	11/30/22	Personal
Vanhove, Brett	HS: Assistant 10 th Gr Football Coach	11/14/22	Personal

802: Approval of November 14th Minutes – Exhibit 802.1

803: Approval of Bills – Exhibit 803.1

804: Approval of Contracts – Exhibits 804.1-8

1. Purchase agreement with Marzano Resources
2. Change order with Rathje Construction for the Excelsior parking lot project
3. Agreement with B&M Construction for the district tennis court project
4. Independent contractor agreement with Mark Baumann
5. ~~Independent contractor agreement with Gary Hoobler~~
6. Independent contractor agreement with Deron Jimmerson
7. Independent contractor agreement with Arin Oppermann
8. Non-commercial licensing agreement with the Linn-Mar Booster Club
9. Inter-agency agreements for Special Education instructional services with Dubuque CSD (3).
For student confidentiality, exhibits are not provided.

805: Informational Financial Reports – Exhibits 805.1a thru 805.4d

1. School finance and cash balance reports as of August 31, 2021 and August 31, 2022
2. School finance and cash balance reports as of September 30, 2021 and September 30, 2022
3. School finance and cash balance reports as of October 31, 2021 and October 31, 2022
4. School finance and cash balance reports as of November 30, 2021 and November 30, 2022

806: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and board policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *Items for sale: Powermatic planer, Stihl backpack blower (Qty 3), Toro Power Max 826 OXE, John Deere Sand Pro, Toro Power Max snowblower, Tech Products 360 Chrome Laptop Case Black 12" (Qty 415), Tech Products 360 Drop Jacket Laptop Case Black 11" (Qty 794), Amazon Basics Business Laptop Case Maroon (Qty 164), and Mavriz Soft Shell Laptop Case Black Neoprene (Qty 89).*

900: Board Committees, Calendar, and Communications

901: Committees/Advisories

Morey facilitated a discussion on the 2022-23 committee/advisory representatives. Board members agreed to change the rotation of representatives to a two-year cycle to align with board elections.

MOTION by Buchholz to approve the 2022-23 committee/advisory representatives as discussed. Second by Nelson. Voice vote, all ayes. Motion carried. **Motion 095-12-12**

Committee	2021-22 Representatives	2022-23 Representatives
Finance/Audit Committee	Buchholz, Morey, and Weaver	Buchholz, Morey, and Weaver
Policy/Governance Committee	Morey, Nelson, and Wall	Morey, Nelson, and Wall
Career & Technical Education Advisory (CTE)	Nelson, Rollinger, and Walker	Nelson, Rollinger, and Walker

Committee	2021-22 Representatives	2022-23 Representatives
School Improvement Advisory Committee (SIAC)	Rollinger, Walker, and Wall	Rollinger, Walker, and Wall
Linn County Conference Board	Buchholz	Buchholz
Venture Academics Advisory	Buchholz and Nelson	Buchholz and Nelson
Diversity/Equity/Inclusion Committee	Wall	Wall

902: Board Calendar & Communications

Board members shared their plans to attend the SODA/TRY holiday luncheon, Buchholz shared some concerns regarding the WF Community Conversation wherein he felt that some attendees were not directly related to the district and caused some disruption to the meeting and process, and Morey thanked Gayla for updating the board/policy website per the board's specifications.

Date	Time	Event	Location
<i>Dec 15</i>	<i>12:00 PM</i>	<i>SODA/TRY Luncheon</i>	<i>LRC Gym</i>
Dec 19	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
Dec 22	5:30 PM	Marion City Council (<i>Nelson</i>)	City Hall/Virtual
Date	Time	Event	Location
Jan 5	11:30 AM	Board Visit	Oak Ridge
Jan 9	5:00 PM	Board Meeting	Boardroom
Jan 12	5:30 PM	Marion City Council (<i>Rollinger</i>)	City Hall/Virtual
Jan 16	5:00 PM	Diversity/Equity/Inclusion Committee	Boardroom
Jan 19	7:30 AM	Finance/Audit Committee	LRC Room 203
Jan 23	5:00 PM	Board Meeting	Boardroom
Jan 26	11:30 AM	Board Visit	LMHS
Jan 26	5:30 PM	Marion City Council	City Hall/Virtual

1000: Adjournment Motion 096-12-12

MOTION by Buchholz to adjourn the meeting at 7:15 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

**School Board Work Session Minutes
December 12, 2022**

100: Call to Order and Determination of a Quorum

The Linn-Mar Board of Directors work session was called to order at 7:29 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, and Weaver. Absent: Wall. Administration present: Bisgard, Nicholson, Christian, Breifelder, Ramos, and Wear. Absent: Read.

200: Adoption of the Agenda *Motion 097-12-12*

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

300: Work Session

301: Strategic Planning Discussion

Leslie Wright, Collective Clarity, will facilitate a discussion on strategic planning.

400: Adjournment *Motion 098-12-12*

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

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

**School Board Closed Session Minutes
December 15, 2022**

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board meeting was called to order at 2:18 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, Walker, Wall, and Weaver. Administration present: Bisgard.

200: Adoption of the Agenda *Motion 099-12-15*

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

300: Closed Session

301: Move into Closed Session *Motion 100-12-15*

MOTION by Wall to move into closed session at 2:19 PM as provided in Iowa Code Section 21.5(1)(i) of the Open Meetings Law “to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session”. Second by Buchholz. Voice vote, all ayes. Motion carried.

302: Return to Open Session *Motion 101-12-15*

MOTION by Walker to return to open session at 3:14 PM. Second by Nelson. Voice vote, all ayes. Motion carried.

400: Adjournment *Motion 102-12-15*

MOTION by Wall to adjourn the meeting at 3:14 PM. Second by Weaver. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

**School Board Special Session Minutes
December 19, 2022**

100: Call to Order and Determination of a Quorum

The Linn-Mar School Board special session was called to order at 9:15 AM in room 6 of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Morey, Nelson, Rollinger, and Weaver. Walker and Wall attended via phone. Administration present: Bisgard.

200: Adoption of the Agenda *Motion 103-12-19*

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

300: Special Session

301: Approval of Retirement *Motion 104-12-19*

Morey clarified the terms as an early opt out of the superintendent's contract congruent with the district's early separation terms. Morey also clarified the early separation terms of a flat payout of \$35,000 over a two-year period.

MOTION by Buchholz to accept the retirement of Superintendent Shannon Bisgard and approve the terms of the separation/retirement package effective at the end of the 2022-23 school year. Second by Rollinger. Voice vote, all ayes. Motion carried.

400: Adjournment *Motion 105-12-19*

MOTION by Nelson to adjourn the meeting at 9:17 AM. Second by Rollinger. Voice vote, all ayes. Motion carried.

Brittania Morey, Board President

David Nicholson, Board Secretary/Treasurer

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 12/09/2022 - 01/05/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
Fund: AQUATIC CENTER		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90
BLACK HAWK SWIMMING ASSOCIATION	GENERAL SUPPLIES	\$1,423.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$5,542.34
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$991.02
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$181.12
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$774.50
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$181.12
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$774.50
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$723.23
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$549.83
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$825.20
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.10
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$473.00
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$41.52
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$279.50
Fund Total:		\$12,863.88
Fund: DEBT SERVICE		
UMB BANK, N.A.	INTEREST	\$720,181.25
Fund Total:		\$720,181.25
Fund: GENERAL		
A-1 PRECISION SHARPENING	INSTRUCTIONAL SUPPLIES	\$233.00
ACME TOOLS	HEAT/PLUMBING SUPPLY	\$99.65
ACUTRANS	Professional Educational Services	\$452.25
ADVANCE AUTO PARTS	TRANSP. PARTS	\$204.38
ADVANTAGE	GENERAL SUPPLIES	\$108.54
AGVANTAGE FS	PROPANE	\$8,852.81
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$656.50
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$141.66
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$93.16
ALLENSWORTH DANIELLE	TRAVEL	\$38.98
ALLIANT ENERGY	ELECTRICITY	\$96,229.78
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$20,022.09
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$32.34
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$175.37
ARNOLD MOTOR SUPPLY	SHOP TOOLS/EQUIPMENT	\$13.39
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$246.92
ASAVIE TECHNOLOGIES/AKAMAI TECHNOLOGIES	COMPUTER SOFTWARE	\$60.00
AT & T MOBILTY	TELEPHONE	\$2,150.77
BAKER DOUGLAS	GASOLINE	\$50.00
BALANCE AUTISM	PROF SERV: EDUCATION	\$111.69
BARNARD INSTRUMENT REPAIR, INC	EQUIPMENT REPAIR	\$117.50
BARTA BOB	OFFICIAL/JUDGE	\$80.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 12/09/2022 - 01/05/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
BIO-RAD LABORATORIES, INC	INSTRUCTIONAL SUPPLIES	\$580.41
BOHNSACK & FROMMELT LLP	OTHER PROFESSIONAL	\$10,000.00
BRECKE	HEAT/PLUMBING SUPPLY	\$376.54
BRUNSCHEEN MEGAN	TRAVEL	\$298.00
BUNJER SARAH	Staff Tuition & Continue ED payment	\$3,699.00
BUONADONNA MARGARET	TRAVEL	\$127.00
BURKE ANGELA	TRAVEL	\$30.20
C.H. McGUINNESS CO., INC	HEAT/PLUMBING SUPPLY	\$643.28
C.J. COOPER & ASSOCIATES	DRUG TESTING	\$120.00
C.J. COOPER & ASSOCIATES	DUES AND FEES	\$200.00
C.J. COOPER & ASSOCIATES	PHYSICALS	\$90.00
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION	\$1,646.15
CEDAR RAPIDS WATER DEPT	WATER/SEWER	\$1,181.01
CEDAR VALLEY WORLD TRAVEL	TRANSP PRIVATE CONT	\$11,560.00
CENGAGE LEARNING	INSTRUCTIONAL SUPPLIES	\$208.50
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$1,446.18
CENTURYLINK	TELEPHONE	\$2,685.11
CHRISTIAN KARLA	TRAVEL	\$133.00
CITY OF MARION	OTHER PROFESSIONAL	\$100.00
COLLECTION	EE LIAB-GARNISHMENTS	\$2,568.33
COOPER STEPHEN	OFFICIAL/JUDGE	\$80.00
CROWBAR'S	GENERAL SUPPLIES	\$13.05
CUMMINS SALES AND SERVICE	VEHICLE REPAIR	\$14,324.75
DERON M JIMMERSON	PROF SERV: EDUCATION	\$150.00
EDVOTEK	INSTRUCTIONAL SUPPLIES	\$241.98
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$1,779.39
Estate of Benjamin Sanders	UNDESIGNATED	\$3,378.05
Estate of Lesa Jacobsen	UNDESIGNATED	\$117.05
F & B CAB CO., INC	TRANSP PRIVATE CONT	\$1,293.50
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$260.57
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$3,908,761.93
FLINN SCIENTIFIC	INSTRUCTIONAL SUPPLIES	\$501.80
FLOOD KEVIN	OFFICIAL/JUDGE	\$70.00
FOLLETT CONTENT SOLUTIONS, LLC	LIBRARY BOOKS	\$2,597.30
FOLLETT SCHOOL SOLUTIONS, INC	COMPUTER SOFTWARE	\$27,841.24
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$352.59
FONSECA JODIE	Staff Tuition & Continue ED payment	\$1,860.00
FRONTLINE TECHNOLOGIES	COMPUTER SOFTWARE	\$44,714.67
FRY KEVIN	TRAVEL	\$13.50
GASWAY CO, J P	GENERAL SUPPLIES	\$43,426.01
GAUGER CATHY	TRAVEL	\$172.60
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$1,317.26
GOODWILL OF THE HEARTLAND	PROF SERV: EDUCATION	\$751.00
GRANT WOOD AEA	GENERAL SUPPLIES	\$97.74
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$1,603.29

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 12/09/2022 - 01/05/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
GRANT WOOD AEA	PROF SERV: EDUCATION	\$370.00
GRANT WOOD AEA	Professional Educational Services	\$84,500.00
GRANT WOOD AEA	STAFF WORKSH/CONF	\$6,350.00
HALVERSON GINGER	TRAVEL	\$152.50
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$27,898.56
HANDS UP COMMUNICATIONS	PROF SERV: EDUCATION	\$3,750.00
HANDS UP COMMUNICATIONS	TRANSP PRIVATE CONT	\$550.00
HAYES BETH	TRAVEL	\$69.70
HEIDELBAUER CHRISTOPHER	OFFICIAL/JUDGE	\$80.00
HELMKE SHANNA	TRAVEL	\$118.85
HOPKINS HAILEE	TRAVEL	\$112.00
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$129.06
IASB	PROF SERV: EDUCATION	\$2,895.00
IMON COMMUNICATIONS LLC	INTERNET- COVID RELATED	\$180.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$2,196.83
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$78,867.34
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$333,874.47
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$78,680.63
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$333,874.47
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$434,795.02
INTERSTATE BATTERIES OF UPPER IA	TRANSP. PARTS	\$1,247.50
IOWA COMMUNICATIONS NETWORK	TELEPHONE	\$177.32
IOWA DEPT OF HUMAN SERVICES	MEDICAID REIMBURSE	\$52,708.09
IOWA HIGH SCHOOL MUSIC ASSOC	DUES AND FEES	\$1,800.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$354,290.47
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$531,717.10
IOWA SHARES	EE LIAB-CHARITY	\$23.00
ISFIS	OTHER PROFESSIONAL	\$558.00
JVA MOBILITY	INSTRUCTIONAL SUPPLIES	\$4,766.20
KEEL JOHN W	OFFICIAL/JUDGE	\$70.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$206,285.60
KLOSTERMANN KEVIN	OFFICIAL/JUDGE	\$80.00
KOENEN KARLA	TRAVEL	\$96.25
LEXIA LEARNING SYSTEMS LLC	INSTRUCTIONAL SUPPLIES	\$120.00
LINDER TIRE SERVICE INC	TIRES AND TUBES	\$1,329.12
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$107.30
LINN-MAR FOUNDATION	EE LIAB-CHARITY	\$517.83
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$6,015.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11,278.68
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$236.00)
MARCO TECHNOLOGIES, LLC	COMP/TECH HARDWARE	\$770.00
MARCO TECHNOLOGIES, LLC	Copies	\$8,915.17
MARCO TECHNOLOGIES, LLC	GENERAL SUPPLIES	\$319.27
MARION INDEPENDENT SCHOOLS	DUES AND FEES	\$195.00
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$80.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 12/09/2022 - 01/05/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
MARION WATER DEPT	WATER/SEWER	\$9,898.36
MARK BAUMAN	PROF SERV: EDUCATION	\$100.00
MARZANO RESOURCES LLC	PROF SERV: EDUCATION	\$4,000.00
MCCONAHAY GINA	TRAVEL	\$138.00
MCMASTER-CARR	GENERAL SUPPLIES	\$67.71
MEDIACOM	INTERNET- COVID RELATED	\$447.75
MEDIACOM	TELEPHONE	\$306.90
MENARDS -13127	GENERAL SUPPLIES	\$632.56
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$564.36
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$24,012.19
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$585,920.74
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$24,441.08
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$29,000.00
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$33,290.04
MID AMERICAN ENERGY	NATURAL GAS	\$9,670.60
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$12,141.63
MIDWAY OUTDOOR EQUIPMENT INC	REPAIR PARTS	\$128.74
MIDWEST ALARM SERVICES	OTHER PROFESSIONAL	\$2,702.04
MIDWEST COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	\$1,813.66
MOREY BRITTANIA	TRAVEL	\$182.85
NEUMAN POOLS	GENERAL SUPPLIES	\$2,253.84
NORTH STAR SUPPLY	INSTRUCTIONAL SUPPLIES	\$1,951.52
O'CONNELL MICHAELA	TRAVEL	\$53.20
OFFICE EXPRESS	GENERAL SUPPLIES	\$138.27
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$41.98
OPEN UP RESOURCES	INSTRUCTIONAL SUPPLIES	\$71,790.00
OPEN UP RESOURCES	PROF SERV: EDUCATION	\$8,000.00
ORKIN PEST CONTROL	OTHER PROFESSIONAL	\$895.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$1,352.61
PATIK KIM	OFFICIAL/JUDGE	\$70.00
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$562.17
PLUMB SUPPLY CO.	HEAT/PLUMBING SUPPLY	\$1,130.39
POOL TECH, A WGHK INC, COMPANY	GENERAL SUPPLIES	\$5,375.03
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$3,021.59
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$1,058.84
RANBARGER ANNA	TRAVEL	\$63.00
RIFTON	INSTRUCTIONAL SUPPLIES	\$110.25
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$1,048.58
SADLER POWER TRAIN	TRANSP. PARTS	\$1,260.04
SCHOOL BUS SALES	TRANSP. PARTS	\$1,099.05
SCHOOL BUS SALES	VEHICLE REPAIR	\$831.52
SCHULMERICH BELLS, LLC	INSTRUCTIONAL SUPPLIES	\$121.75
SCHULTZ STRINGS INC	EQUIPMENT REPAIR	\$825.78
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$1,500.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 12/09/2022 - 01/05/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
SIGNS ETC.	GENERAL SUPPLIES	\$288.00
STAMP CAROL	TRAVEL	\$26.60
STEGER TED	OFFICIAL/JUDGE	\$80.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,809.45
SWAMP FOX BOOKSTORE & SWAMP FOX KIDS	LIBRARY BOOKS	\$1,381.67
SYNOVIA SOLUTIONS, LLC	GENERAL SOFTWARE	\$288.35
TEGELER WRECKER & CRANE	VEHICLE REPAIR	\$4,933.08
TERMINAL SUPPLY COMPANY	SHOP TOOLS/EQUIPMENT	\$98.84
THE CURIOSITY PATH,LLC	INSTRUCTIONAL SUPPLIES	\$480.00
THE FILTER SHOP, INC	MAINTENANCE SUPPLIES	\$7,260.55
THE SHREDDER	OTHER PROFESSIONAL	\$697.00
TIMBERLINE BILLING SERVICE LLC	DATA PROCESSING AND	\$7,231.05
TRANSFINDER CORPORATION	DUES AND FEES	\$2,200.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$205,589.15
TRIER KELLY	PROF SERV: EDUCATION	\$900.00
TX Child Support SDU	EE LIAB-GARNISHMENTS	\$557.00
TYLER BUSINESS FORMS	GENERAL SUPPLIES	\$399.24
U.S. CELLULAR	TELEPHONE	\$204.15
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$299.63
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$1,368.58
VERIZON WIRELESS	INTERNET- COVID RELATED	\$3,858.94
VERIZON WIRELESS	TELEPHONE	\$359.94
VERSTEEGH RON	OFFICIAL/JUDGE	\$70.00
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$81,416.57
WALL RACHEL	TRAVEL	\$23.00
WARTBURG COLLEGE	DUES AND FEES	\$45.00
WEAVER, CLARK	TRAVEL	\$140.00
WEBER COMMUNICATIONS INC	REPAIR/MAINT SERVICE	\$300.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$102.11
WINDSTAR LINES	TRANSP PRIVATE CONT	\$7,462.00
YANECEK DOUG	OFFICIAL/JUDGE	\$80.00
YUSKA BILLY	OFFICIAL/JUDGE	\$150.00
Fund Total:		\$7,972,606.11
Fund: LOCAL OPT SALES TAX		
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$6,697.65
Fund Total:		\$6,697.65
Fund: MANAGEMENT LEVY		
TRUENORTH COMPANIES, LC	BLDG/PROPERTY INS	\$1,505.00
TRUENORTH COMPANIES, LC	WORKERS COMP	\$140,030.00
Fund Total:		\$141,535.00
Fund: NUTRITION SERVICES		
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$763.52
ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$21,948.57
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$122,517.17

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 12/09/2022 - 01/05/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$2,337.24
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$9,993.89
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$2,337.24
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$9,993.89
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$6,534.29
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$10,376.28
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$15,572.72
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$182.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$194.23
MARCO TECHNOLOGIES, LLC	Copies	\$4.66
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$380.69
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$22,913.28
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$837.32
OFFICE EXPRESS	GENERAL SUPPLIES	\$241.12
PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$2,946.58
PETERS KRIS	GENERAL SUPPLIES	\$45.00
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$313.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$3,463.99
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00
WIDMER KYLER	UNEARNED REVENUE	\$150.25

Fund Total: \$234,267.43

Fund: PHY PLANT & EQ LEVY

AM GLASS REPAIR LLC	CONSTRUCTION SERV	\$2,085.00
ASSETWORKS RISK MANAGEMENT INC	COMPUTER SOFTWARE	\$2,080.00
COMMUNICATIONS ENGINEERING CO	CONSTRUCTION SERV	\$647.50
CULVER'S CORRIDOR STORAGE, LLC	COVID STORAGE LEASE	\$2,375.00
DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$5,194.70
DESIGN ENGINEERS. P.C.	ARCHITECT	\$3,750.00
DRYSPACE INC	CONSTRUCTION SERV	\$1,296.08
EMPOWERED PROPERTIES, LLC	FACILITY RENTAL	\$3,500.00
HALL & HALL ENGINEERS INC	ARCHITECT	\$3,621.39
HUPP ELECTRIC MOTORS	BLDG. CONST SUPPLIES	\$1,352.68
JOHNSON CONTROLS	BLDG. CONST SUPPLIES	\$4,168.72
SHIVE-HATTERY INC.	ARCHITECT	\$7,000.00
SHIVE-HATTERY INC.	CONSTRUCTION SERV	\$2,324.80
TIME CLOCK PLUS	COMPUTER SOFTWARE	\$102.90
TRANE U.S. INC.	CONSTRUCTION SERV	\$6,937.18

Fund Total: \$46,435.95

Fund: PUB ED & REC LEVY

FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,931.17
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$36.44
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$155.84
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$36.44
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$155.84
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$134.90

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 12/09/2022 - 01/05/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$167.48
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$251.36
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$5.83
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$325.66
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$20.76
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$105.19

Fund Total: \$3,329.41

Fund: STUDENT ACTIVITY

AMBROSY TODD	OFFICIAL/JUDGE	\$60.00
AMY WHITE PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$2,200.00
BRANDON SMITH	OFFICIAL/JUDGE	\$177.60
BSN SPORTS	INSTRUCTIONAL SUPPLIES	\$543.18
CALLAHAN MEGAN	INSTRUCTIONAL SUPPLIES	\$491.25
CEDAR RAPIDS ATHLETIC OFFICIALS	OFFICIAL/JUDGE	\$550.00
CEDAR RAPIDS ATHLETIC OFFICIALS	PROF SERV: EDUCATION	\$200.00
CLEVELAND STACY	OFFICIAL/JUDGE	\$25.00
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$60.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$100.00
DUGGAN KYLE	OFFICIAL/JUDGE	\$200.00
DUMOLIEN JORDAN	OFFICIAL/JUDGE	\$60.00
DYRLAND DANIEL	OFFICIAL/JUDGE	\$168.28
ENSMINGER PATRICK	OFFICIAL/JUDGE	\$137.72
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$5,588.94
FRESE JEFF	OFFICIAL/JUDGE	\$100.00
HAHN NIKOLAS	OFFICIAL/JUDGE	\$60.00
HAMMEL DANIEL	OFFICIAL/JUDGE	\$129.50
HARMS DYLAN	OFFICIAL/JUDGE	\$81.10
HELTON SEAN	OFFICIAL/JUDGE	\$133.12
HOYT BOB	OFFICIAL/JUDGE	\$75.00
INDEPENDENCE COMM SCHOOL DIST	DUES AND FEES	\$96.00
INNOVATE DANCE LLC	INSTRUCTIONAL SUPPLIES	\$225.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$92.96
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$397.45
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$92.96
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$397.45
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$337.54
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$297.95
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$447.16
JOHNSON BRADLEY DAVID	OFFICIAL/JUDGE	\$60.00
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$493.50
KENNEDY HIGH SCHOOL	DUES AND FEES	\$100.00
KOEHN ANDREW	OFFICIAL/JUDGE	\$150.00
LEHMAN JAY	TRAVEL	\$82.00
LIBERTY HIGH SCHOOL	DUES AND FEES	\$100.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 12/09/2022 - 01/05/2023

Fiscal Year: 2022-2023

Vendor Name	Description	Check Total
LUENSE BRET	OFFICIAL/JUDGE	\$60.00
MAJOR RONALD	OFFICIAL/JUDGE	\$100.00
MCMASTER-CARR	INSTRUCTIONAL SUPPLIES	\$40.19
MINN-TEX CITRUS	INSTRUCTIONAL SUPPLIES	\$1,354.37
MONTGOMERY DOREN	OFFICIAL/JUDGE	\$124.20
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$412.50
MORROW JONATHAN	OFFICIAL/JUDGE	\$100.00
MURRAY CRAIG	OFFICIAL/JUDGE	\$100.00
PACKINGHAM JIM	OFFICIAL/JUDGE	\$130.00
PANTINI ANDY	OFFICIAL/JUDGE	\$100.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$95.88
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$190.00
RIDDELL ALL-AMERICAN	INSTRUCTIONAL SUPPLIES	\$953.00
RIPLEY RICHARD	OFFICIAL/JUDGE	\$100.00
SCHULTZ STRINGS INC	INSTRUCTIONAL SUPPLIES	\$500.00
SHULL MATT	OFFICIAL/JUDGE	\$100.00
SIX FIFTEEN PHOTOGRAPHY	INSTRUCTIONAL SUPPLIES	\$644.20
SQUIERS BOB	OFFICIAL/JUDGE	\$116.56
STEGER TED	OFFICIAL/JUDGE	\$65.00
SWALVE BRETT	OFFICIAL/JUDGE	\$70.00
THE POINTE SCHOOL OF DANCE	INSTRUCTIONAL SUPPLIES	\$1,596.00
TOKIO MARINE HCC-SPECIALTY	INSTRUCTIONAL SUPPLIES	\$900.00
TOM McQUILLEN	OFFICIAL/JUDGE	\$100.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$148.41
VASKE MICHAEL	OFFICIAL/JUDGE	\$125.00
WAGNER MITCHELL	OFFICIAL/JUDGE	\$70.00
WALDERBACH ADAM	OFFICIAL/JUDGE	\$150.00
WANGLER JONATHAN	OFFICIAL/JUDGE	\$125.00
WARTH MARK	OFFICIAL/JUDGE	\$100.00
WATERLOO COMMUNITY SCHOOL DIST	DUES AND FEES	\$350.00
WIEBEL GLEN	OFFICIAL/JUDGE	\$50.00
WILLIAMS ANTHONY	INSTRUCTIONAL SUPPLIES	\$750.00
WILLIAMSBURG HIGH SCHOOL	DUES AND FEES	\$100.00
WILSON WILLIAM	OFFICIAL/JUDGE	\$60.00
Fund Total:		\$24,490.97
Fund: STUDENT STORE		
GFSI LLC	GENERAL SUPPLIES	\$2,139.19
LEVEL 10	GENERAL SUPPLIES	\$635.10
Fund Total:		\$2,774.29
Grand Total:		\$9,165,181.94

End of Report



Service Agreement for School-Based Medicaid Billing

This Service Agreement is made by and between RELAYHUB, LLC. (“Relay”), a Delaware corporation with a Corporate Office address of 400 Metacom Avenue Suite 507, Bristol RI 02809 and Linn-Mar CSD (“District”), with an address of 2999 N. Tenth Street, Marion, IA 52302

WHEREAS, the District provides medically necessary health care services to Medicaid-eligible students;

WHEREAS, the District is desirous of maximizing its potential to receive Medicaid reimbursements to which it may be entitled for providing said health care services;

WHEREAS, Relay possesses the expertise and resources to appropriately prepare the claims necessary for Medicaid reimbursement;

NOW, THEREFORE, for good and valuable consideration, the receipt and receipt of which is hereby acknowledged, the parties hereto do mutually agree as follows.

1. DIRECT CLAIMING SERVICES

Relay will provide Direct Claiming Services as described on Schedule A (hereinafter “DCS”) in order to process the Districts’ claims for Medicaid reimbursement for direct medical services provided to Medicaid-eligible students, based upon data provided to Relay by the District.

2. COMPENSATION

- a. The District agrees to pay RELAYHUB, LLC. for the DCS at the rate set forth in Schedule C attached hereto.
- b. Relay will invoice the Licensee once a month upon receipt of notification of payment from the state Medicaid agency. Payment shall be due 30 days from the date of the invoice. Late payments shall be subject to a late charge for every calendar month or fraction thereof equal to the lesser of (i) a 1.5 percent or (ii) the highest rate allowed by state law. In addition, the District shall be liable for any legal fees or other costs of collection. To enable electronic billing, District should complete Schedule E attached hereto.

3. Responsibility for Disallowances

- a. District shall defend and indemnify Relay from and against any fines or penalties imposed upon Relay as a result of an award of damages and costs against Relay due to a suit or claim by the Centers for Medicare & Medicaid Services (“CMS”), the state Medicaid agency, the US Department of Health and Human Services, a final court judgment, or a settlement of any of the foregoing based on a disallowance of claims filed by Relay on District’s behalf (a “Claim”) if Relay: (a) notifies District in writing of a Claim within ten (10) days after Relay receives notice; (b) gives District sole



authority to defend or settle the Claim; (c) gives District all information in Relay's control concerning the Claim; and (d) reasonably cooperates and assists District with defense of the Claim. Relay may participate in the defense of a Claim at its own expense. District shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for Relay.

- b. If District is required to return funds to CMS or the state Medicaid agency due to inaccurate information provided by the District to Relay, any portion of those amounts that were paid to Relay as compensation pursuant to Section 2(a) above will be non-refundable.
- c. If the District is required to return funds to CMS and/or the state Medicaid agency due to an error directly attributable to Relay, District's sole remedy shall be limited to a return of fees paid to Relay for the claim that contained such error. During the course of this contract, Relay will maintain an active Errors and Omissions Insurance Policy.

4. Privacy Requirements and Confidentiality.

- a. The Parties acknowledge and agree that the Board is engaging Relay to provide DCS, which constitute an electronic covered transaction as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and each party shall act in strict compliance with HIPAA as applicable to it, including, without limitation, HIPAA's Transactions and Code Sets and Identifier Rules, and all implementing guidance and regulation, each as amended from time to time.
- b. Each Party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, the Receiving Party shall not disclose such Confidential Information to any third party, or use it for any purpose, except to perform its obligations or enforce its rights hereunder. The Receiving Party shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Disclosing Party's Confidential Information by exercising the same level of care, but no less than a reasonable degree of care that a Party uses to protect its own Confidential Information of a like nature. Each Party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each Receiving Party shall be responsible for the compliance of its employees, agents and third-party service providers with the confidentiality obligations set forth herein, and shall be liable for any breach thereof.
- c. "Confidential Information" means all information concerning a Party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary. Confidential Information shall include, but not be limited to, the terms of this Agreement (but not the fact of the Agreement's



existence), technology, business plans, techniques, methodologies, pricing, marketing and sales strategies, client information, and other non-public materials and information regarding the other Party's business operations and the technology and know-how related to the Service. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure by a Party, or thereafter becomes, part of the public domain through a source other than the Receiving Party receiving such information; (ii) was lawfully in the possession of the Receiving Party as of the time of disclosure, as evidenced by its written records; (iii) is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by its written records; or (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed. In the event the Receiving Party is required by law or legal process to disclose any Confidential Information, the Receiving Party shall, to the extent permitted by law, provide prompt notice of such to the Disclosing Party so that legal protection for the Confidential Information may be sought. In the event that a protective order or other remedy is not obtained, each party will furnish only that portion of the Confidential Information that is legally required. Upon termination of this Agreement, each Party will promptly either return or destroy all tangible Confidential Information as requested by the other Party, retaining only such information as is necessary for recordkeeping in the ordinary course of business.

5. INTELLECTUAL PROPERTY INDEMNITY

- a. Relay shall, at its expense, defend any suit or claim brought against District and shall indemnify District against an award of damages and costs against District by a final court judgment or in settlement of such suit or claim based on (i) non-compliance with any applicable law or regulation by Relay, its employees, officers, agents or representatives, or (ii) the allegation that District's use of DCS infringes a US patent or copyright (a "District Claim"), if District: (a) notifies Relay in writing of the District Claim within ten (10) days after District receives notice; (b) gives Relay sole authority to defend or settle the Claim; (c) gives Relay all information in District's control concerning the District Claim; and (d) reasonably cooperates and assists Relay with defense of the District Claim. District may participate in the defense of a District Claim at its own expense. Relay shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for District.
- b. If DCS becomes or in Relay's opinion is likely to become the subject of a suit or claim of infringement of a Patent or Copyright, Relay shall at its option and expense (a) obtain the right for District to use the Service; (b) replace or modify DCS so that it becomes non-infringing; or (c) terminate the License for the Service. If Relay terminates the License for the under this Section 5(b), (i) District shall cease to use the Service; and (ii) as District's sole and exclusive remedy against Relay (other than the indemnification by Relay under Section 5(a) Relay shall refund any prepaid fees paid for the infringing DCS.
- c. SECTION 5 STATES RELAY'S ENTIRE LIABILITY AND DISTRICT'S SOLE REMEDY REGARDING INTELLECTUAL PROPERTY INFRINGEMENT.



6. Term and Termination.

- a. The term of this Agreement shall begin upon the Effective Date, July 1, 2023, shall continue in effect until the third anniversary hereof (the “Initial Term”). The Initial Term shall be automatically renewed for successive 12 (twelve) month periods (each, a “Renewal Term”) unless one party gives the other written notice of its intention not to renew no less than 30 (thirty) days prior to the end of the Initial or any Renewal Term. Additionally, this Agreement may be extended in (1) month increments, to ensure continued operations during a period of transition with a signed and approved contract addendum.
- b. Relay may terminate this Agreement if Relay is in compliance with this Agreement and either (a) District fails to pay Relay any amounts when due or, (b) District is in material default of any other provision of this Agreement and such default has not been cured within thirty (30) days after Relay gives District written notice describing the default. Upon termination in accordance with this Section 6, Relay may:
 - i. declare all amounts owed to Relay by District for the entire then-current term to be immediately due and payable;
 - ii. terminate access to DCS; and
 - iii. cease performance of all of Relay’ obligations under this Agreement without liability to District.
- c. District may terminate this Agreement if District is in compliance with this Agreement and Relay is in material default of any provision of this Agreement and such default has not been cured within thirty (30) days after District gives Relay written notice describing the default. Upon such termination:
 - i. District shall pay Relay’ outstanding invoices that do not pertain to Relay’s default, but District shall have no further payment obligations to Relay under this Agreement; and
 - ii. Relay shall return all data or other property given by District to Relay for it to perform DCS.
- d. Either party may terminate this Agreement by written notice if the other party becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy or if a receiver or similar officer is appointed to take charge of all or a material part of such other party’s assets.
- e. Upon termination of this Agreement by Relay or District, Sections 2, 3, 4, 5, 6, 7, 11, and 15 of this Agreement shall survive.

7. Limitations of Liability.



- a. Relay shall not be liable for any expense or damage arising out of any erasure, damage or destruction of files, data or programs. District shall be responsible for making backup copies of data.
- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, THIRD PARTY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES.
- c. Except only for (a) Relay's indemnification obligations hereunder or (b) bodily injury or damage to tangible property (not data), Relay's maximum aggregate liability for damages to District or those claiming through District shall be limited to actual direct damages in an amount not to exceed the fees paid by District to Relay over the 12 (twelve) months prior to the incident causes such damages.
- d. DISTRICT ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION 7 ARE REASONABLE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT ONLY FOR ACTIONS BY RELAY TO PROTECT INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY EQUITABLE REMEDIES.

8. Assignment.

District may not assign this Agreement or any of its respective rights or obligations under this Agreement unless approved by Relay, in writing, prior to such assignment, such approval to not be unreasonably withheld.

9. Waiver.

No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

10. Excusable Delay.

Neither Relay nor District shall be deemed to be in default of any provision of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of Relay or District, as the case may be. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other such major events beyond Relay' or District's reasonable control. This Section 10 shall not delay or excuse District's payment obligations.

11. Governing Law and Jurisdiction.

This Agreement is governed by and construed in all respects in accordance with the laws



of the State of Iowa (without regard to conflicts of laws principles). Except only for disputes for which injunctive relief is sought to prevent the unauthorized use or disclosure of DCS, any disputes between District and Relay (which are not otherwise resolved by the parties) shall be instituted only in a federal or state courts serving Iowa and the parties shall submit to personal jurisdiction of these courts in any such legal action. Relay and District each waive their right to a trial by jury for any disputes between the parties.

12. Independent Contractor.

Relay is an independent contractor, and its personnel shall not be considered employees or agents of District.

13. Severance and Interpretation.

If any provision of this Agreement is found to be unenforceable, such provision shall be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and this Agreement shall otherwise remain in full force and effect. If an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

14. Time Limitation.

Except for actions for non-payment or for breach of Relay' or its third parties' intellectual property rights, no action arising out of or relating to this Agreement may be brought later than one (1) year after the cause of action became known to the injured party.

15. Notices.

All notices given by either party to the other party under this Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier or certified mail, return receipt requested, to the other party's President at its address set forth above or such other person or address as a party may indicate in writing from time to time.

16. Entire Agreement.

This Agreement, including all Schedules attached hereto, constitute the entire agreement between Relay and District with respect to DCS and other subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both Relay and District. No employee, agent, or other representative of either Relay or District has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both Relay and District. All future purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.



17. Duration.

This Agreement is in effect July 1, 2023 to June 30th, 2026. Thereafter, unless either party provides written notice of its intention not to renew no less than 30 (thirty) days prior to the end of the Initial or any Renewal Term, then the Agreement is further extended for one (1) additional year with all other terms and conditions remaining in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their signatures below.

RELAYHUB, LLC.

Linn-Mar CSD

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SCHEDULE A

Description of Iowa Medicaid Assistance Program

These are the processing steps Relay will perform for the DCS package:

- a. DCS.1 Relay will provide the District with a state specific claims information management system for the use of the District in providing data necessary for Relay to formulate the District's claims.
- b. DCS.2 Relay will return to the District any and all logs and/or claims that it deems have insufficient information to formulate a claim and/or are otherwise noncompliant with applicable law regarding appropriate Medicaid billing. Relay will provide the District with direction on how to bring such logs and/or claims into compliance.
- c. DCS.3 Relay will provide timely electronic claims processing for the District's claims.
- d. DCS.4 Relay will provide quarterly Management Reports to the District.
- e. DCS.5 Relay will provide training for all District- employed providers of Medicaid-eligible services at the time of onboarding and as needed during the contract term regarding federal and state law pertaining to appropriate Medicaid billing.
- f. DCS.6 Relay will provide Administrative training at the time of initial contract with the district.
- g. DCS.7 Relay will work with the District to gather the financial data necessary for program oversight.
- h. DCS.8 Relay will work with the District to provide education and general assistance in the processes associated with the Iowa Medicaid Assistance Program.



SCHEDULE B

Description of Linn-Mar CSD DCS Services

These are the processing steps the district will perform for the DCS package:

- a. DCS.10 District will maintain current provider enrollment with the Department of Social Services;
- b. DCS.11 District will ensure the NPI (National Provider Identification Number) is updated to reflect current managing partner information for the district;
- c. DCS.12 District will ensure they are using licensed providers as required under the program and that information pertaining to licensure is available when necessary;
- d. DCS.13 District will have a minimum of 1 person designated as the Medicaid Coordinator for the district, and they will follow Relay administrative guidelines;
- e. DCS.14 District will identify a primary Medicaid contact for Relay for high level communication;
- f. DCS.15 District will communicate changes in district Administration to Relay in a timely manner;
- g. DCS.16 District will ensure they are complying with all areas of participation in the Iowa Medicaid Assistance Program including active participation in:
 - 1. Collection of outstanding Parental Consent;
 - 2. Compliance with State and Federal Regulations, statutes, and documentation retention requirements applicable to the Iowa Medicaid Assistance Program;
 - 3. Timely submission of Medicaid claim information (both electronic and paper) within 30 days from date of service provision;
 - 4. Maintain HIPAA compliance when communicating with Relay staff (email, Basecamp, etc.);
 - 5. Complete required program reporting in a timely manner by the schedules/deadlines provided by Relay.

SCHEDULE C



The District agrees to pay RELAYHUB, LLC. for the DCS at an annual rate of 5.75%

Relay Pricing	Year 1- Year 3
Installation Inclusive of set up, data integration, trainings, and testing to Iowa Department of Human Services	\$0
Subscription Fee Medicaid documentation and billing solution including, reporting and Flex Premium Analytic Dashboard	Licensee shall pay Relay a percentage-based fee of 5.75% of the net Medicaid receivables paid to the district. This will not include any Medicaid funds that are paid to the Iowa Department of Human Services. This fee will be calculated based on paid claims for the preceding month. Licensee shall make payment to Relay within thirty days (30) from the date of the invoice.
Web based administrative and provider training	\$0.00
Web-based training sessions Video training sessions	\$0.00
Customization not included in contract proposal. All additional customization requests are done thru a change request order based on a need's assessment. All customization requests will be reviewed with our developers and additional pricing may apply @ \$185 per hour.	TBD
Total Cost	5.75% of the net Medicaid receivables Annually

All state mandated changes are configured at no charge to Linn-Mar CSD throughout the contract agreement

The Subscription Fee will be invoiced monthly. The fee will be calculated monthly based on paid claims for the preceding month.

Any additional functionality not outlined in current proposal would require a needs assessment and change request as agreed by both the Licensee and Relay. ***All state mandated changes are configured at no charge to Licensee throughout the contract agreement.*** The pricing above is agreed to and accepted.



SCHEDULE D

BUSINESS ASSOCIATE AGREEMENT

RELAYHUB, LLC. (Hereinafter referred to as “Relay”)
400 Metacom Avenue
Suite 507, Bristol, RI 02809

Linn-Mar CSD (Hereinafter referred to as “District”)
2999 N. Tenth Street,
Marion, IA 52302

This Business Associate Agreement is hereby entered into by and between Relay and Customer, as of the date executed by Customer and recorded on the signature page below (“Effective Date”).

This Business Associate Agreement (“BAA”) supplements and amends the Service Agreement for School-Based Medicaid Billing, entered into by and between Relay and Customer, dated July 1, 2023, (hereinafter “Services Agreement”) under which Relay is providing certain Medicaid billing services (“Services”) for Customer. This BAA shall be incorporated into the Services Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by Relay to Customer. Notwithstanding the foregoing, in the event of a conflict between the terms of this BAA and the Services Agreement, solely as it relates to the parties’ obligations hereunder, the terms and conditions of this BAA shall prevail.

Relay and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Breach Notification Rules along with any implementing regulations including those implemented as part of the Omnibus Rule (collectively referred to as the “HIPAA Rules”), under which Customer is a “Covered Entity” or “Business Associate” and Relay is a “Business Associate” of Customer. For purposes of this Agreement, any references, hereinafter, to Business Associate shall be deemed references to Relay.

Definitions:

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules.

- a. “Breach” shall have the same meaning as set forth in 45 CFR §164.402.
- b. “Business Associate” shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.
- c. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996.



- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
- e. “Protected Health Information” or “PHI” shall have the same meaning as the term ‘protected health information’ in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.
- f. “Security Incident” shall have the same meaning as set forth in 45 CFR §164.304.
- g. “Security Rule” shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR § 164, Subparts A and C.
- h. “HITECH Act” shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
- b. Business Associate agrees to use appropriate safeguards designed to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement.
- c. Business Associate agrees to implement and maintain procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, and consistent with and as required of business associates by the HIPAA Rules. However, it shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Business Associate.
- d. Business Associate agrees to promptly report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific PHI which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.
- e. Business Associate agrees to require any agent or subcontractor, to whom it delivers PHI for the purposes of assisting in providing services pursuant to the Services Agreement, to enter into a written agreement requiring such agent or subcontractor to provide privacy and security protections to such PHI at least as stringent as those required of Business Associate through this BAA.
- f. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving such PHI in accordance with the terms and conditions



of the Services Agreement, so the Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.

- g. Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, if Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.
- h. Business Associate agrees to document and make available to Customer the information required to provide an accounting of Disclosures of PHI, provided that Customer has provided Business Associate with information sufficient to enable Business Associate to know which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.
- i. Unless otherwise expressly agreed in the Services Agreement, Business Associate shall promptly notify Customer of any requests by Individuals for access to or knowledge or correction of PHI, without responding to such requests, and Customer shall be responsible for receiving and responding to any such Individual requests.
- j. To the extent the Business Associate is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR §164, Business Associate shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).
- k. Business Associate agrees to make its internal practices, books, and records available to the Secretary of Health and Human Services ("Secretary") for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may only Use or Disclose PHI as necessary to perform Services for, or on behalf of Customer pursuant to the Services Agreement.
- b. Business Associate may Use or Disclose PHI as required by law.
- c. Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request.
- d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by Customer.
- e. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Customer.



- a. Customer shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer or Business Associate. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.
- b. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. Customer shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- e. Customer agrees that it will respond to a Covered Entity's or Individual's request for an accounting of disclosures of electronic health records under 45 CFR §164.528 in accordance with Section 13405(c)(3)(A) of the HITECH Act.

5. Term and Termination.

- a. Term. The term of this BAA shall commence as of the Effective Date and shall terminate automatically upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer.
- b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary or any other competent authority.
- c. Effect of Termination.
 - i. Except as provided in Section 5.c.ii. below, upon termination of this BAA for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Customer in accordance with the Services Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Services Agreement.

6. Miscellaneous.



- a. Indemnification. Business Associate agrees to indemnify Customer from and against any fines or penalties imposed upon Customer as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Customer, which proceeding or action results directly and solely from any act or omission by Business Associate which is both a violation of the HIPAA Rules and a material breach of this BAA (“Claim”). Business Associate shall not be obligated to indemnify Customer for any portion of such fines or penalties resulting from (i) Customer’s violation of the HIPAA Rules or this BAA, (ii) the negligent or intentional acts or omissions of Customer, or (iii) Claims which otherwise could have been avoided or mitigated through the commercially reasonable efforts of the Customer. The foregoing indemnity obligation is expressly conditional on Customer granting Business Associate the right at Business Associate’s option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate’s right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not settle any claim requiring any admission of fault on the part of the Customer without its prior written consent, (ii) the Customer shall have the right to participate, at its own expense, in the claim or suit and (iii) the Customer shall cooperate with the Indemnifying Party as may be reasonably requested. The foregoing states Customer’s sole and exclusive remedy and Relay’s sole liability for any loss, damage, expense or liability of Customer for any Claims in connection with this BAA.
- b. Injunctive Relief. Business Associate acknowledges that any unauthorized Use or Disclosure of PHI by Business Associate may cause irreparable harm to Customer for which Customer shall be entitled, if it so elects, to seek injunctive or other equitable relief.
- c. Regulatory References. A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.
- d. Amendment. The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Services Agreement upon providing not less than thirty (30) days’ written notice to the other party.
- e. Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.
- f. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Independent Contractor. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate’s conduct in the course of performing the Services, other than



through the enforcement of this BAA or the Services Agreement, or the mutual amendment of same.

- h. Counterparts and Electronic Signatures. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures may be made and delivered electronically and shall have the same force and effect as original signatures.
- i. Precedence; Entire Agreement. Any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules. This BAA constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, agreements and understandings relating to the HIPAA Rules, including any and all prior business associate agreements between the parties.

RELAYHUB, LLC.

Linn-Mar CSD

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: katherine.downs@powerschool.com
 Quote Date: 19-DEC-2022
 Quote #: Q-715969-1

Prepared By: Katherine Downs
 Customer Name: Linn Mar Community School District

Customer Contact: Jeri Ramos
 Title: Executive Director Technology Services

Contract Term: 12 Months
 Start Date: 22-APR-2023
 End Date: 21-APR-2024
 Billing Frequency: Annually

Address: 2999 North 10th Street
 City: Marion
 State/Province: Iowa
 Zip Code: 52302
 Phone #: 3194473066

Product Description	Quantity	Unit	Extended Price
Initial Term 22-APR-2023 - 21-APR-2024			
License and Subscription Fees			
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 481.53
PowerSchool SIS Hosting Test Bed Annual	7,063.00	Students	USD 1,977.64

License and Subscription Totals: **USD 2,459.17**

Quote Total

Initial Term	22-APR-2023 - 21-APR-2024
Amount To Be Invoiced	USD 2,459.17

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Linn Mar Community School District

Signature:

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander". The signature is fluid and cursive, with the first name "Eric" and last name "Shander" clearly distinguishable.

Printed Name: Eric Shander

Printed Name:

Brittania Morey

Title: Chief Financial Officer

Title:

Board President

Date: 2-NOV-2022

Date:

PO Number: _____



Exhibit A Frontline Customer Order Form

Q-120667

MSA-001f400000S906w

12/05/2022

1400 Atwater Drive Malvern, PA 19355

Customer:

Linn-Mar Community School District
 2999 10Th St
 Marion, Iowa, 52302
 United States

Contact: Nathan Wear**Title:** Chief Academic Officer**Phone:** (319)447-3028**Email:** nathan.wear@linnmar.k12.ia.us**Order Form Details:****Account Manager:** Kristin Fiori**Sale Type:** Renewal**Quote Currency:** USD**Pricing Overview****Amount****Annual Recurring Fees****\$8,871.70**

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	1/01/2023	12/31/2023	\$8,871.70



1400 Atwater Drive Malvern, PA 19355

Additional Order Form Information

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

**Exhibit A Frontline Customer Order Form**

Q-120667

MSA-001f400000S906w

12/05/2022

1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
Invoice: Annual	1/31/2024	\$8,871.70
Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees		\$8,871.70



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Linn-Mar Community School District
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 2999 10Th St Marion, Iowa 52302
Email: billing@frontlineed.com	Email: _____
Effective Date: _____	



Exhibit A Frontline Customer Order Form

Q-120441

MSA-001f400000S906w

12/05/2022

1400 Atwater Drive Malvern, PA 19355

Customer:

Linn-Mar Community School District
2999 10Th St
Marion, Iowa, 52302
United States

Contact: Nathan Wear**Title:** Chief Academic Officer**Phone:** (319)447-3028**Email:** nathan.wear@linnmar.k12.ia.us

Order Form Details:

Account Manager: Kristin Fiori**Sale Type:** Renewal**Quote Currency:** USD

Pricing Overview

Amount

Annual Recurring Fees

\$35,842.97

Annual Recurring Fees Itemized Description	Start Date	End Date	Amount
Student Analytics Lab Subscription - powered by Forecast5, 5 admins and unlimited regular users	1/01/2023	12/31/2023	\$35,842.97



1400 Atwater Drive Malvern, PA 19355

Additional Order Form Information

Tax Information

Tax Exemption: We currently have a tax exemption certificate on file for you.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



Exhibit A Frontline Customer Order Form

Q-120441

MSA-001f400000S906w

12/05/2022

1400 Atwater Drive Malvern, PA 19355

Invoicing Schedule	Due Date	Amount
Invoice: Annual	1/31/2024	\$35,842.97
Student Analytics Lab Subscription - powered by Forecast5, 5 admins and unlimited regular users		\$35,842.97



1400 Atwater Drive Malvern, PA 19355

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 1400 Atwater Drive, Malvern, PA 19355 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at <https://www.frontlineeducation.com/master-services-agreement/> and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

Frontline Technologies Group LLC dba Frontline Education	Linn-Mar Community School District
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 2999 10Th St Marion, Iowa 52302
Email: billing@frontlineed.com	Email: _____
Effective Date: _____	



Date: 12/13/2022
 Order Number: Q-492897
 Revision: 1
 Order Form Expiration Date: 02/11/2023

ORDER FORM

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

Customer and Billing Address

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

Products and Services

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

Subtotal: \$3,200.00

Subtotal: \$3,200.00

Estimated Tax: \$0.00

Total US Funds: \$3,200.00

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

Invoicing and Payment Terms

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

Terms and Conditions

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

Purchase Order

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

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 12/13/2022
Order Number: Q-492897
Revision: 1
Order Form Expiration Date: 02/11/2023

ORDER FORM

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

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature

Name (Printed or Typed)

Title

Date

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com



COOPERATIVE AGREEMENT

by and between

THE UNIVERSITY OF IOWA and Linn-Mar Community Schools

This agreement is made and entered into this 19th day of December, 2022, ("Effective Date") by and between THE UNIVERSITY OF IOWA on behalf of its College of Education ("University") and Linn-Mar Community Schools (hereinafter referred to as the "Field Placement Site").

WHEREAS, University seeks to provide students of the College of Education ("Students") with experience in a setting in which the Students, while under appropriate supervision, learn to apply the methods, skills and standards of licensed professionals.

WHEREAS, Field Placement Site seeks to obtain the assistance of Students and also to establish relationships with and contribute to the education of future licensed professionals.

WHEREAS, University and Field Placement Site intend to offer field experiences to Students to support the Students' development of applicable knowledge, dispositions, and performances in a variety of settings.

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a cooperative program through which the students of the University of Iowa's College of Education may obtain appropriate field experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the University and Field Placement Site agree as follows:

1.0 **Rights and Responsibilities of University**

1.1 The University's coordinator of field experiences shall determine eligibility of Students to participate in the field experience.

1.2 The placement of Students shall be accomplished on a cooperative basis involving both the University and the Field Placement Site including jointly defined qualifications for Students entering the field experience. The University will provide advance information to the Field Placement Site concerning the names of Students and dates for the field experiences to allow the Field Placement Site time and opportunity to reasonably accommodate the Students.

1.3 The University reserves the right to decline the services of any Field Placement Site's cooperating staff member, if any, subject to the non-discrimination provisions in Section 6.

1.4 The University's coordinator of field experiences, at any time, may terminate or change the assignment of any Student. Prior to doing so, the University's coordinator of field experiences shall make reasonable efforts to consult with all parties concerned regarding reasons for termination or changes in assignment. University will provide the Field Placement Site written notification of such termination or change.

1.5 The University will inform and explain to the Students that, during the field experience at the Field Placement Site, they will be subject to the rules and regulations of the Field Placement Site, the University and the code of ethics of the profession.

1.6 The University, after consultation with appropriate representatives of the Field Placement Site, will plan and conduct the educational program for the Students' experiences. The University will provide the Field Placement Site with discipline-specific goals and objectives, including prescribed minimum expectations and responsibilities for the Students, cooperating staff members, the Field Placement Site, and individuals supervising the Students.

1.7 The University will provide reasonable opportunities for the staff of the Field Placement Site to participate in joint planning and evaluation of Student experiences and to participate in the development of Student schedules. The final evaluation of the Student is the responsibility of the University.

1.8 University will complete Iowa child and adult abuse background check on students.

2.0 Rights and Responsibilities of Field Placement Site.

2.1 The Field Placement Site will provide a suitable environment for learning experiences for Students which are planned, organized, and administered by qualified staff in conjunction with designated University personnel, in accordance with mutually agreed upon educational objectives and guidelines.

2.2 The Students shall be under the direct supervision of an appropriately licensed cooperating teacher/staff member who is employed to teach/provide services for which license by the Board of Education is required at the Field Placement Site.

2.3 The Field Placement Site reserves the right to exclude any Student from its premises in the event that such Student's conduct or state of health is deemed objectionable or detrimental to the proper administration of the Field Placement Site, subject to the non-discrimination provisions in Section 6. To assist University in its due process obligations to Students excluded or withdrawn from the field experience, the Field Placement Site will provide a written statement of the reason(s) for the exclusion or withdrawal.

2.4 The Field Placement Site shall provide an environment for the field experience that supports learning in context and shall facilitate the Student's professional growth through educational assignments.

2.5 The Field Placement Site shall assign and designate a point of contact that is to be responsible for planning and administering the field experience.

2.6 The Field Placement Site shall provide adequate facilities, equipment and supplies to meet the educational objectives of the field experience.

2.7 Students shall not be used as a replacement for teachers, administrators or any other staff member of the Field Placement Site.

2.8 The Field Placement Site acknowledges that many Student education records are protected by the Family Educational Rights and Privacy Act, and that Student permission must be obtained before releasing specific Student data to anyone other than University.

3.0 Liability.

3.1 The Field Placement Site agrees to indemnify, defend and hold harmless University from any and all claims arising from activities provided or supervised by the Field Placement Site. The Field Placement Site further agrees to indemnify, defend and hold harmless University from any and all liability, loss, damage, cause of action cost and expense, including reasonable attorney fees, arising out of or in connection with any activities undertaken by the Field Placement Site, including its employees, in performing their duties and responsibilities under this Agreement or arising from a breach of the terms of this Agreement.

3.2 University agrees to be responsible for any and all claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees, or officers in the performance of the duties and obligations contemplated in the Agreement to the extent permitted by Chapter 669 of the Code of Iowa.

3.3 The Field Placement Site agrees to indemnify, defend and hold Students harmless from any and all tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their activities under this Agreement to the same extent the Field Placement Site shall do so for its officers and employees, as provided under Sections 272.27 and 670.8 of the Code of Iowa.

4.0 Compensation.

4.1 Compensation for Cooperating Teachers Supervising Student Teachers.

4.1.1 For a cooperating teacher who satisfactorily serves as a cooperating teacher for a Student for the full duration of a student teacher field experience, the University agrees to compensate the cooperating teacher a minimum of \$424 or with a non-transferable tuition voucher which may be used to cover the costs of tuition for one semester hour of graduate credit at University.

4.1.2 If a cooperating teacher serves as a cooperating teacher for less than the full duration of a Student's student teaching field experience for any reason, his/her compensation will be prorated.

4.2 Compensation for Cooperating Staff Supervising School Psychology or School Counseling Field Experiences.

4.2.1 For a cooperating staff member who satisfactorily serves as a cooperating staff member for a Student for the full duration of a field experience in school psychology or school counseling, the University agrees to compensate the cooperating staff member a minimum of \$50.00.

4.2.2 If a cooperating staff member serves as a cooperating staff member for less than the full duration of a Student's field experience in school psychology or school counseling for any reason, his/her compensation will be prorated accordingly in University's sole discretion.

4.3 Upon completion of the student teaching assignments, University will make payment for a cooperating teacher's/staff member's services within a reasonable time after receipt of written evidence from the Field Placement Site that a cooperating teacher/staff member has satisfactorily served as a cooperating teacher/staff member for a Student.

4.4 University will issue compensation in accordance with the Field Placement Site's policies and procedures. The Field Placement Site shall direct the cooperating teacher/staff members assigned to serve as a cooperating teacher/staff member for a Student to provide University appropriate documentation, including social security numbers and citizenship verification, when direct payment is made to cooperating teachers/staff members.

4.5 No compensation will be provided to the Field Placement Site or any cooperating staff member for any field experience other than those specifically provided for herein.

5.0 Term, Revisions and Termination.

5.1 This Agreement is for a term of two (2) years, beginning on the Effective Date of this Agreement, and may be renewed by mutual written consent of the parties for an unlimited number of renewal terms of two (2) years each.

5.2 This Agreement may be terminated for any reason by either party upon one hundred twenty (120) days written notice. Should notice of termination be given, Students assigned to the Field Placement Site shall be allowed to complete any previously scheduled field experience then in progress at the Field Placement Site.

5.3 Requests for revision of this Agreement or notice of termination to the Field Placement Site shall be directed to:

Casey Fasselius
Linn-Mar Community Schools
3333 N. 10th St.
Marion, IA 52302

5.4 Requests for revision of this Agreement or notice of termination to the Field Placement Site shall be directed to:

Julie J Heidger, EdS
Director of Student Teaching & Field Experiences
College of Education
Student Field Experiences
310 Lindquist Center North
Iowa City, IA 52242-1529

6.0 Non-Discrimination. Each party shall be separately responsible for compliance with all anti-discrimination laws which may be applicable to their respective activities under this Agreement. The University of Iowa prohibits discrimination in employment, educational programs, and activities on the basis of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, service in the U.S. military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. The University also affirms its commitment to providing equal opportunities and equal access to University facilities. For additional information contact the Office of Equal Opportunity and Diversity, (319) 335-0705.

7.0 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Iowa, which shall also be venue for any disputes arising hereunder.

8.0 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendments hereof must be made in writing and agreed to by the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement.

FIELD PLACEMENT SITE

UNIVERSITY

By: _____

By: _____

Print Name: _____

David W. Kieft

Its: _____

Its: Business Manager, University of Iowa

Date: _____

Date: _____

Independent Contractor Agreement



Please provide all information requested and sign page two.

JAN - 3 2022

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

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

1. **SERVICES TO BE PERFORMED:** Accompanying Music Groups
2. **GROUP/DEPARTMENT WORKING WITH:** Indian Creek Elementary
3. **AMOUNT OF PAYMENT:** 350-

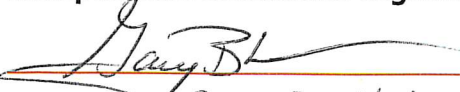
Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on May 12, 2023, which is the date of completion. *An invoice for services should be sent to: Linn-Mar Community School District, Attn: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

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

7. **INSURANCE:** No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
8. **INDEMNIFICATION:** The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
9. **TERM:** This agreement shall begin on January 19, 20 23 and shall continue in effect until June 1, 20 23, unless earlier terminated by either party in accordance with Section 11.
10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this 20 day of December, 20 22.

Independent Contractor Signature:


Title: Gary B. Hoobler

Linn-Mar CSD Representative Signature:

Title: School Board President

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

Handwritten initials and date:
OK
1/3/23

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.

RECEIVED

By: So Date: 12/12/22

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.

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 Team/Entity: Indian Creek PTO
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: PTO Chair
(Example: Head Coach)

Contact's Printed Name: Jamila Vrba

Contact's Signature: Jamila Vrba Date Signed: 11/30/22

How to Reach Contact: Phone: 612-203-4526

Email: jamila.vrba@gmail.com

Full Address: 3115 Stanley Cup Drive
Marion, IA 52302

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: Kevin Fry, Director of Communications
Email: kfry@linnmar.k12.ia.us
Phone: 319-447-3530

Approver's Printed Name & Title: _____

Approver'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

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.