

PATHWAYS		TECHNOLOGY		FACILITIES	
Goal #1 Inspire Learning	Goal #2 Inspire Learning	Goal #3 Unlock Potential	Goal #4 Unlock Potential	Goal #5 Empower Achievement	Goal #6 Empower Achievement
<i>Articulate</i>	<i>Support</i>	<i>Challenge</i>	<i>Success</i>	<i>Involve</i>	<i>Build</i>
<i>Implement pathway and framework for PK-14 programming to ensure all students graduate future-ready.</i>	<i>Create effective and agile organization that is individually responsible to the needs of the whole child.</i>	<i>Become an excellent learning organization through a culture of continuous improvement.</i>	<i>Maximize achievement by increasing digital literacy utilizing 21<sup>st</sup> century digital tools.</i>	<i>Enhance engagement opportunities through focused strategic partnerships.</i>	<i>Construct physical learning environments using fiscally responsible and sustainable practices.</i>

## Table of Contents

<b>Goal #1: Inspire Learning (Articulate):</b>	<b>Page 2</b>
<b>Goal #2: Inspire Learning (Support):</b>	<b>Page 3</b>
<b>Goal #3: Unlock Potential (Challenge):</b>	<b>Pages 4-6</b>
<i>Updates on Progress:</i>	<i>Page 7</i>
<b>Goal #4: Unlock Potential (Success):</b>	<b>Page 8</b>
<b>Goal #5: Empower Achievement (Involve):</b>	<b>Page 9</b>
<i>Updates on Progress:</i>	<i>Page 9</i>
<b>Goal #6: Empower Achievement (Build):</b>	<b>Page 10</b>
<i>Updates on Progress:</i>	<i>Page 11</i>
<b>Achievements and Honors:</b>	<b>Pages 12-13</b>

**Refer to the [Strategic Plan](#) for Year 2 Strategic Initiatives and Measures of Success.**

**Goal #1: Inspire Learning (Articulate)**

*Implement pathway and framework for PK-14 programming to ensure all students graduate future-ready.*

**Year 1:**

Strategic Initiatives	Measures of Success
Develop a framework for students to experience and successfully pursue post-secondary career offerings.	Begin baseline tracking and reporting of % college acceptance rates (2017-18) and graduation rates (2011-2017) in order to establish reliable benchmark targets and enhance program offerings. {Improve college acceptance and college graduation rates (post-secondary student success metrics)}
Review policies to ensure the district’s theory of action for teaching and learning is articulated.	By summer 2017: Administration will work with Policy Committee to review, edit, and recommend policy changes, if necessary (Instructional Consistency).
Curricular alignment to essential knowledge and skills supported by a coherent and aligned assessment system.	K-4: In 2017-18, in the area of literacy (reading, foundational, literature, and informational text and writing) we will document unwrapped standards, student "I can" statements, and identification of priority standards (on report card). Once priority standards are determined, we will begin to work on developing assessments and rubrics that ensure priority standards are being learned by students.
	Grades 5-7: In 2017-18, common assessments will be created for each unit of study in all subject areas. The creation of a middle level report card based on standards will be developed. Common assessments and the middle level report card will be used for reporting purposes in the 2017-18 school year.
	Grades 10-12: By the fall of 2017, identification of priority standards will be documented (via PowerSchool) to ensure priority standards are being learned by students.
	High School: By 2017-18 the Linn-Mar High School Program of Studies will be updated to include Innovation Center/Iowa BIG. This allows for a more aligned curriculum for core courses, AP coursework and Kirkwood offerings.
	Special Education Programming: By the end of 2017-18, using Iowa's Specially Designed Instruction Framework, a core special education group will analyze the recommended key components and critical features to operationally define specially designed instruction in our district.

***No updates at this time.***

**Goal #2: Inspire Learning (Support)**

*Create effective and agile organization that is individually responsible to the needs of the whole child.*

**Year 1:**

Strategic Initiatives	Measures of Success
Individualized and data-driven instruction.	During the 2017-18 school year, all schools will plan for individualized academic interventions (priority standards/content) for all students regardless of need based on an understanding of child development and learning theories within PLCs 100% of the time as measured by team notes. PLCs will develop and implement differentiated classroom instructional opportunities (in specified areas per grade level) for all students. Measure: The use of common formative assessments to differentiate instruction.
	Explore opportunities to better communicate pathway opportunities for students through better articulation during instruction.
Each student enters school healthy and learns about/practices healthy lifestyle.	Develop a Health Curriculum Committee to review health education guidelines and determine district needs. Final recommendations will be made by June of 2017.
	Work with Community Relations on a communications plan to engage parents prior to students entering school regarding wellness and wellbeing of children to be completed in spring 2017.
Each student learns in a physically and emotionally safe environment.	Staff, students, and family members establish and maintain school and classroom behavioral expectations, rules, and routines that teach students how to manage their behavior and help students improve problem behavior.
	Schools teach, model, and provide opportunities to practice social-emotional skills, including effective listening, conflict resolution, problem solving, personal reflection and responsibility, and ethical decision making.
	Mental Health Needs: In 2017-18, continue partnerships and continue to explore additional family/staff education opportunities as they arise.
	Throughout the 2017-18 school year, Board of Education members will serve as PBIS "School Champions" and report school successes as part of regular board meetings in order to facilitate district-wide communication and support of the program.
	In 2017-18, schools will report goals, benchmarks and outcome data regularly through the Board Book to the school board and community.
	As a district, focus on making connections with kids. Progress will be tracked via Gallup Poll and Olweus.
	ALICE Trainings: begin classroom lessons, communication on training w/ staff, families, and community, active trainings to begin spring or early fall.

*No updates at this time.*

**Goal #3: Unlock Potential (Challenge)**

*Become an excellent learning organization through a culture of continuous improvement.*

**Year 1:**

Strategic Initiatives	Measures of Success
Promote understanding of total compensation at Linn-Mar and recognize compensation as a competitive tool to drive organizational results.	Conduct a thorough job analysis for each certified and classified position over the 2017-18 school year.
Provide ongoing professional development for teaching staff that supports core instruction, interventions and curriculum implementation.	Create and implement a three-year flexible, professional development plan; thoughtfully allocating state categorical funding to support PD plan. This plan will be shared with the Board of Education in the winter of 2016-17.
	Throughout the 2016-17 school year, provide professional learning at each PDD on measuring the success of specific teaching strategies in an effort to identify and know how to utilize the most 'high impact' learning strategies. (Many resources can be used to do this including Hattie's Visible Learning and Marzano's Art and Science of Teaching).
Effective and efficient use of data.	By March 2017 we will develop a foundational understanding of Smarter Balanced Assessments with staff, students, and community and be prepared to implement Smarter Balanced for the 2017-18 school year.
	Explore dashboard (performance metrics) possibilities for % of students in AP/honors/IB; % of students who show academic growth on NWEA, FAST, Iowa Assessment; % of students who achieve IEP Goals; and other relevant "predictive gateways" for academic success.
Curriculum, instruction and assessment demonstrate high expectations for all students.	Using relevant achievement gap information, identify opportunities to increase the number of students performing at or above grade level in math and reading.
	Expand early literacy within the early childhood programs by using creative curriculum assessment information to drive instruction.
	Provide substantive support to enhance math and reading skills PreK-5.
	During the 2016-17 school year, identify all level 3 and level 4 questions used on all common formative or summative assessments within each course at the high school level.
	During the 2016-17 school year we will closely monitor and update our stakeholders as appropriate, federal and state initiatives including Smarter Balanced, ESSA, ELI and CASA.
By the end of 2016-17, develop a K-8 standards based report card.	

**Goal #3: Unlock Potential (Challenge) *Continued***

*Become an excellent learning organization through a culture of continuous improvement.*

**Year 1:**

Strategic Initiatives	Measures of Success
<p>Becoming Deliberately Developmental about our staff as we shift from "Human Resources" to "Talent Management".</p>	<p>Research well-being and insurance models/best practices and explore community partnerships (Ex. Blue Zones) to improve Linn-Mar and community health and well-being, reduce health care claim costs from five-year historical averages, and enhance productivity.</p>
	<p>Reduce employee workers compensation claims from five-year average info.</p>
	<p>By spring 2017, develop integrated marketing and communications programs that position Linn-Mar as the district of choice for world class teaching, learning and student achievement. Develop and begin to execute and assess integrated strategic marketing and communications programs, both internal and external, to strengthen, promote and protect Linn-Mar's brand identity, relevance, accomplishments and excellence.</p>
	<p>Explore opportunities to expand mentor programs for all employee groups and leverage their talent/knowledge to improve our overall performance.</p>
	<p>Work to create and maintain a predictable, respectful, compliant, labor relations environment, alignment and consistency with the overall employee relations strategy based on proactive and open communications.</p>
	<p>Research comprehensive and engaging performance management plans for classified and professional staff.</p>
	<p>Foster a positive, engaging, diverse and inclusive work environment while identifying and responding to the changing needs of the Linn-Mar community.</p>
<p>Cultivate a high achieving performance culture.</p>	<p>Revise recruitment strategy and branding program by late winter (2016-17).</p>
	<p>Always promote a school culture with the belief system of all students can learn.</p>

**Goal #3: Unlock Potential (Challenge) *Continued***

*Become an excellent learning organization through a culture of continuous improvement.*

**Year 1:**

Strategic Initiatives	Measures of Success
<p>Strengthen leadership capability throughout Linn-Mar to promote high levels of performance and productivity and sustain excellence.</p>	<p>Make school building-level communication the major focus of the communication efforts.</p>
	<p>Provide training to district leaders to address all aspects of the employee life cycle.</p>
	<p>Begin to develop a leadership ladder (succession planning) throughout Linn-Mar in all employee groups with a focus on recruitment and retention.</p>
	<p>Identify employee skill gaps, provide opportunity for improvement/workout plan or coaching out (coach up or counsel out).</p>
	<p>School Board, district leaders, and building administrators continually seek to improve knowledge of upcoming trends in education and research on school improvement by having memberships to professional organizations, attending relevant conferences, and networking with other administrative professionals.</p>
	<p>Board Policy Committee to develop and deploy board learning plan and work to strategically align all board committee work under the <a href="#">Strategic Plan</a>.</p>

### Updates on Goal #3: Unlock Potential (Challenge)

*Become an excellent learning organization through a culture of continuous improvement.*

**School Improvement Advisory Committee:** On May 23rd the SIAC committee met for the final time for the current school year. Discussion focused on MTSS structures at the middle school and high school levels, assessment data, and the changing requirements of standardized tests. Iowa Assessments has been determined to be the required state assessment for Iowa schools in the future. Iowa Assessments will be undergoing a significant change in upcoming years, though. Beginning next year, the tests will be called Iowa Comprehensive Assessments of Progress (ICAP). NWEA assessments will continue to be given at Linn-Mar, but only in grades 5th-8th and 10th grade. FAST assessments will be given in both reading and math in grades K-5th.

**Professional Development:** Even though the students were done with schools on June 1st, Linn-Mar teachers were back at work on June 4th continuing their professional learning to help prepare them for next year's students. Below is a summary of the day's activities:

- **Elementary:** Teachers spent the morning participating in personalized learning with various technology formats. During the afternoon they were back in their respective buildings to wrap up the school year.
- **Middle School:** The morning was filled with building celebrations, PBIS work, and preparation for student-led conferences. During the afternoon, teachers toured various businesses in Marion in coordination with Nick Glew and MEDCO. Thanks to all of our great, community business partners! [Click here for more info on the MEDCO tour!](#)
- **High School:** Teachers were given the choice of various technology breakout sessions which included Read & Write Google Extensions, PowerSchool Learning, and technology integration opportunities in the classroom.

A huge thank you goes out to our awesome Teacher Leaders for helping plan and lead all of our professional development days over the last year!

**Goal #4: Unlock Potential (Success)**

*Maximize achievement by increasing digital literacy utilizing 21<sup>st</sup> century digital tools.*

**Year 1:**

Strategic Initiatives	Measures of Success
Digital Content	Explore and clarify LM working definitions related to digital learning (blended learning, digital content, etc.) to establish a shared vision.
	Identify specific areas to provide district, building, and instructional support for technology integration and implementation.
	Review, update and curate our PreK-12 digital curriculum to ensure it is rigorous and relevant.
	Identify and develop an online course option, aimed primarily at LMHS 11th and 12th grade students, in each department area that may or may not be a required course.
Digital Citizenship	During 2016-17 explore PreK-12 Digital Citizenship Curriculum (i.e. CommonSense Media).
	2016-17 TICs provide professional development on digital citizenship.
Digital Equity	Review technology equity procedures to inform future policy decisions.
	Establish a uniform, digital checkout process for students who do not have Wi-Fi or computer outside of school.
	Using assessment information, implement the appropriate assistive technology tools for students with special needs in the general education classroom.
	By increasing understanding of assistive technology, promote a culture of individualizing learning needs.
Digital Pedagogy	Begin a process to ensure all faculty have the qualifications and training necessary to deliver courses in a variety of modes; specifically regarding online instruction.
	Create a faculty mentor program or peer review system as a way to improve online/hybrid courses.
	Explore potential resources and processes for future curriculum.
	Utilize Technology Instructional Coaches (TICs) to provide coaching support for teachers integrating technology into their instruction.
Digital Communication	Use annual staff/student/parent/community survey data to determine effective use of school website for consistent district and building level communication.
	Explore possibilities for better alignment and integration of systems used by parents (i.e. PowerSchool, TouchBase and Total Access).
	Promote current electronic communication services for staff to access relevant information regarding resources.

*No updates at this time.*



**Goal #5: Empower Achievement (Involve)**

*Enhance engagement opportunities through focused strategic partnerships.*

**Year 1:**

Strategic Initiatives	Measures of Success
Internal Partnerships	Investigate and research district administration practices and processes to enable principals to focus more on instructional leadership.
	Promote opportunities for district employees to volunteer in classrooms.
	Explore and clarify the purpose and structure of district leadership meetings to align with Strategic Plan.
External Partnerships	Create conditions to provide transparent, accurate and accessible information through dashboards.
	Broaden opportunities for local businesses and historically underutilized businesses to work with the district.
	Explore opportunities for the city and local districts to share costs for shared services.
	Develop/nurture relationships and work with community partners and media to define, promote, expand and market signature programs.
	Begin to establish a network of information ambassadors.
	Enhance established partnerships with the business community, as well as nationwide, to broaden recruitment, wellness, volunteer and diversity initiatives.
	Promote external partners to join district committees and district staff participate in outside committee groups.

**Updates on Goal #5: Empower Achievement (Involve)**

*Enhance engagement opportunities through focused strategic partnerships.*

**Careers on Wheels:** Thanks to all of our community partners for a successful Careers on Wheels day on May 16th! The event was hosted in the parking lot at St Mark’s Lutheran Church and is held annually. Careers on Wheels offers fourth graders from around the area the opportunity to explore various careers and experience hands-on learning with firefighters, first responders, police officers, and more!



**Goal #6: Empower Achievement (Build)**

*Construct physical learning environments using fiscally responsible and sustainable practices.*

**Year 1:**

Strategic Initiatives	Measures of Success
Facilities Restructure	During the 2016-17 school year the Board of Education, with feedback from community patrons, will approve a long-term facility structure plan that benefits all Linn-Mar students.
	Determine what the most appropriate and cutting edge learning environments look like at each of the grade level configurations and prioritize goals for the physical components for each of the environments.
	Establish a communication campaign to foster support and approval of district restructure needs.
	Develop a funding plan to support 10-year restructure plan, including the outline of a possible bond campaign strategy.
	Engage architects, engineers, demographers and other applicable services to assist in the planning and implementation of the facility restructure plan.
	Identify an off-site facility for Linn-Mar extension of Iowa BIG.
	Occupy Westfield Elementary addition.
Facilities Preservation	Address priority needs to improve district facilities by actively maintaining 10-year facilities and preventative maintenance plan, including identifying energy-saving opportunities.
	Develop a funding plan to support 10-year preventative maintenance schedule.
	Complete walkthroughs with principals, Crisis Committee members, and Operations & Maintenance to determine building needs in reference to safety and security.
Operational Resource Allocation	Work to optimize resources (buildings, personnel, programs, etc.) to ensure they are utilized efficiently and effectively.
	Explore procedures to effectively evaluate programs from a financial aspect to ensure resources are being utilized to full potential.
	Continually review categorical funding streams to ensure resources are being properly spent and that all expenditures are properly allocated.

### Updates on Goal #6: Empower Achievement (Build)

*Construct physical learning environments using fiscally responsible and sustainable practices.*

**Transfer of Funds from General to Student Activities:** Legislation passed in 2017 allows school districts to transfer funds from the general fund to the student activity fund in order to cover purchases for protective and safety equipment required for extracurricular/interscholastic competitions. This legislation is consistent with Linn-Mar's past practice of utilizing general fund dollars, but now a formal board resolution is required for the transfer. Therefore, administration is recommending the board approve a transfer in the amount of \$26,974.21 from the general fund to the student activity fund, per House File 564, to cover such safety purchases that occurred between July 1, 2017 and June 30, 2018. Costs are primarily associated to new or reconditioned football helmets and pads.

## Achievements and Honors

**Congratulations Graduates:** Congratulations to ALL of our Linn-Mar graduates! Three students from the Linn-Mar Success Center enjoyed their graduation ceremony on Friday, May 18th and the graduating seniors celebrated their high school graduation at the US Cellular Center on Sunday, May 27th. We wish ALL of the graduating students success in their future! [Click here to watch the Success Center graduation.](#)

**PBIS Recognitions:** Congratulations to Excelsior Middle School and Linn Grove Elementary for receiving recognition from the Iowa Department of Education for their success with PBIS (Positive Behavioral Intervention and Supports)!



**Girls Golf:** The Girls Golf team shot 358 and won regionals by 28 strokes to advance to State! During State the girls took third place with three of the girls finishing in the top 16 (Kristen Harding, Tori Niemeyer, and Tatum Depuydt).

Congratulations to the team and Coach James for a great season!

**Track News:** Congratulations to Girls Track for setting an all-time Iowa best in the sprint medley relay (1:43.64) during the state tournament! The team of Ariana Rolle, Olivia Hubler, Jill Bennett, and Peyton Wensel broke their own record and took first in the 400 relay and placed fourth overall. Congrats go out to Boys Track as well and to Trent Davis who placed second in the 110 hurdles with a time of 14 point 42.



Congratulations go out to Payton Wensel for ending her high school track career with eight state titles and for being named Hy-Vee Outstanding Female Athlete of the Year!

- 400 in 2015
- 3200 meter relay in 2015
- Distance medley in 2015
- 400 in 2016
- 400 in 2017
- 400 hurdles in 2018
- Sprint medley in 2018 (*All-time Iowa best!*)
- 400 meter relay in 2018

**Tennis News:** Congratulations to Piper Boysen and Whitney Guthrie, Girls Varsity Tennis, for advancing to State! Congrats also go out to Boys Tennis for advancing to State and for their achievement in winning the Class 2A state team tournament!





**Engineering Achievement Award:** Congratulations to Alex Brown for earning the 2016-17 AP + Project Lead the Way Student Achievement Award in engineering! Alex was one of 2,333 students from around the country to receive this recognition.

**New Superintendent of Schools:** Congratulations to Shannon Bisgard for being selected as the new Superintendent of Schools beginning July 1st. Mr. Bisgard has been part of the district for ~15 years and has served as principal of Bowman Woods Elementary and Linn Grove Elementary, in addition to his current role as associate superintendent.



**Girls Soccer:** Congratulations to Girls Soccer for qualifying for State!! Good luck!!





**Linn-Mar Board of Education  
Work Session Minutes  
May 21, 2018**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Anderson, Isenberg, Lausen, Nelson, Wall, and Weaver. AbouAssaly arrived at 5:20 PM.

**200: Adoption of the Agenda *Motion 154-05-21***

Motion by Weaver to adopt the agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

**300: Work Session**

**301: Future Leaders of Linn County**

Students of Dr. John Hanson, High School Social Studies Teacher, presented information on their attendance at the Future Leaders of Linn County Forum. Tyler Hungate (Senior), Arsha Vaddadi (Sophomore), and Kevin Drahos (Junior) thanked the board for allowing them, and six other students, to attend the forum that included breakfast with the Linn County supervisors and various department administrators. The day also included small group sessions, an official meeting of the supervisors, and participation in a mock council meeting and trouble-shooting sessions.

**302: Volunteer Program**

*Exhibit 302.1*

Karla Terry, Coordinator of Community Relations, introduced Beth Morrissey, Carrie Smith, Amy Westfall, and Angie Krueger, some of the volunteer coordinators from around the district, and thanked all of our volunteers for their time and service to the district. Mrs. Terry also shared the following statistics on the Volunteer Program for 2017-18:

- 1,600 volunteers were vetted/approved
- 397 new volunteers
- 25 volunteer orientations were hosted
- 685 reader placements during America Reads Day
- 92 volunteers will be honored at the 100-hour volunteer luncheon, with several logging over 1,000 hours
- 24,200+ volunteer hours logged, with the addition of approximately 200 volunteers who chose to serve but not log their hours

Dr. Shepherd thanked all of the volunteers for, "Their profound impact on the students and for being pillars of success at Linn-Mar."

**303: Elementary Homework Guiding Coalition**

*Exhibit 303.1*

Kelly Kretschmar, Director of Elementary Teaching & Learning, and Jill Weigel, Grant Wood AEA Regional Administrator, presented information on the process and results of the Elementary Homework Guiding Coalition. The coalition consisted of two teachers from each elementary building and the building principals, along with Mrs. Kretschmar and Mrs. Weigel. Over the last year, the coalition met seven times to discuss research articles, board policies on homework and wellness, and feedback received on current grade level practices and alignment with board

policy. The group came to consensus on the following items pertaining to homework at the elementary level:

1. Homework will be purposeful and clearly tied to student learning.
2. Students will have demonstrated competency in the skill being practiced before being asked to complete the skill independently through homework.
3. Homework will have a parent education component along with a parent awareness component.
4. Feedback will be provided for homework.
5. Homework will be removed from the report card, but may be addressed in the PRIDE comment section.

Next steps for the Elementary Homework Guiding Coalition will be to present the information to staff prior to the end of the current school year and then present a review at the start of the 2018-19 school year.

**304: Teacher Leadership**

*Exhibit 304.1*

Debra Barry and Erin Watts, Coordinators of the Teacher Leadership Compensation Program, shared some history of the program, highlights of the program's accomplishments, and next steps. The Teacher Leadership Program began in 2014 for the Linn-Mar District when it received a grant from the Iowa Department of Education along with 38 other districts. Goals of the program are: 1) To attract and retain new teachers, 2) Provide increased opportunities for collaboration between teachers, 3) Increase professional development and leadership opportunities, and 4) Improve instruction and impact student achievement. The program consists of instructional coaches, mentor coaches, and technology integration coaches in addition to the many in-classroom model teachers and facilitators for a total of 131 staff members serving as part of the program. In 2017-18 there were 2,049 coaching interactions recorded throughout the district.

As part of the Teacher Leadership Program, Mrs. Barry and Mrs. Watts became certified trainers of Cognitive Coaching and have extended several trainings to other districts. To date, they have trained 312 teacher from around Iowa with 150 being Linn-Mar staff members. These trainings have resulted in \$19,135 being brought back into the district to support the Teacher Leadership Compensation Program. Our teacher leaders will join with the Iowa City teacher leaders for a professional learning opportunity in August that will include opportunities to practice Cognitive Coaching. Be sure to check out this innovative, collaborative project in August by following: #cultivateyourcoaching.

**400: Adjournment Motion 155-05-21**

Motion by Anderson to adjourn the work session at 6:01 PM, second by Wall. Voice vote, all ayes. Motion carried.

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Sondra Nelson, Board President

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Angie Morrison, Board Secretary

*Minutes recorded by Gayla Burgess, Admin Asst to the Superintendent*



**Linn-Mar Board of Education  
Regular Meeting Minutes  
May 21, 2018**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Community School District Board of Education regular meeting was called to order at 7:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Isenberg, Lausen, Nelson, Wall, Weaver, AbouAssaly, and Anderson.

**200: Adoption of the Agenda *Motion 156-05-21***

Motion by AbouAssaly to adopt the agenda as presented, second by Anderson. Voice vote, all ayes, Motion carried.

**300: Audience Communications**

**400: Informational Reports**

**401: Board Visit**

Board members shared highlights of their May 11<sup>th</sup> visit to Excelsior Middle School commenting on the excitement of they saw in the students as they were learning during their school day and commending the staff for their expertise in managing so many students through a small cafeteria over the lunch period.

**402: Finance/Audit Committee**

AbouAssaly and Wall shared highlights of the May 17<sup>th</sup> meeting including a review of the 2018-19 student fee schedule and placement of a second modular classroom at Indian Creek Elementary.

**403: Marion City Council**

Nelson shared there were no topics relating to Linn-Mar during the May 17<sup>th</sup> meeting.

**404: Board Book**

*Exhibit 404.1*

Superintendent Shepherd reviewed some of the district's recent achievements and honors from the May 21<sup>st</sup> Board Book and reminded the board that the next superintendent may decide to change the form of this report.

**500: Unfinished Business**

**501: Resolution Ordering a Special Election on the Issuance of \$55,000,000 General Obligation School Bonds *Motion 157-05-21***

*Exhibit 501.1*

The district received petitions signed by eligible electors of the district numbering at least 25% of those voting at the last election of school officials. The petitions requested that an election be called on the issuance of bonds in an amount not to exceed \$55,000,000, to provide funds to construct, build, furnish and equip two 5th-6th grade intermediate buildings and to improve those sites. The petitions, including 1,723 signatures, were presented to President Nelson.

Motion by AbouAssaly to accept the petitions and to approve the resolution to call for a special election on the issuance of \$55,000,000 general obligation school bonds on September 11, 2018, second by Weaver. Roll call vote, all ayes. Motion carried.



## **600: New Business**

### **601: 2018-19 Student Fee Schedule *Motion 158-05-21***

*Exhibit 601.1*

Motion by AbouAssaly to approve the 2018-19 student fee schedule as presented, second by Anderson. Voice vote, all ayes. Motion carried.

### **602: FY19 LMEA Agreement *Motion 159-05-21***

Motion by Wall to approve the Linn-Mar Education Association (LMEA) agreement for fiscal year 2019 at a total package increase of 2.47%, second by Weaver. Voice vote, all ayes. Motion carried.

### **603: FY19 Administrators/Managers and Exempt/Non-Exempt Staff Salaries *Motion 160-05-21***

Motion by Wall to approve the administrators/managers and exempt/non-exempt staff salaries for fiscal year 2019 at a total package increase of 2.47%, second by Anderson. Voice vote, all ayes. Motion carried.

### **604: Open Enrollment Requests *Motion 161-05-21***

Motion by Lausen to approve the open enrollment requests as presented, second by Wall. Voice vote, all ayes. Motion carried.

### ***Approved In***

<b>Name</b>	<b>Grade</b>	<b>Resident District</b>	<b>Reason</b>
Brackins, King Calvin	K	Cedar Rapids Community School District	On Time
Cruz, Cheyenne	10 <sup>th</sup>	North Linn Community School District	Good Cause
Simmons, Sabastian	K	Marion Independent	On Time

### ***Approved Out***

<b>Name</b>	<b>Grade</b>	<b>District Requested</b>	<b>Reason</b>
Chinnakonda, Maanasa	11 <sup>th</sup>	CAM Community Schools	Good Cause
McNamara, Damon	11 <sup>th</sup>	Alburnett Community Schools	Good Cause

### ***Denied In***

<b>Name</b>	<b>Grade</b>	<b>Resident District</b>	<b>Reason</b>
Swift, Kysen	1 <sup>st</sup>	Cedar Rapids Community School District	Late, Insufficient Space

### ***Denied Out***

<b>Name</b>	<b>Grade</b>	<b>District Requested</b>	<b>Reason</b>
Dreyer, Samuel	6 <sup>th</sup>	Springville CSD	Late, No Good Cause

## **700: Consent Agenda**

### **701: Personnel**

#### ***Certified Staff: Assignment/Reassignment/Transfer***

<b>Name</b>	<b>Assignment</b>	<b>Dept Action</b>	<b>Salary Placement</b>
Burke-Brunschenn, Megan	LRC: Associate Director of Student Services	7/2/18	\$83,000/year
Carson, Kelsey	WF: Student Support Services Teacher	8/15/18	BA Step 1
Dorsey, Katie	District: .5 Family Resource Specialist	8/15/18	\$25,000/year
Martin, Camilla	From WF Health Assistant to HS Nurse	8/15/18	BSN Step 4
McDonald, Brooklyn	NE: Art Teacher	8/15/18	BA Step 4
Potter, McKenzie	NE: 1 <sup>st</sup> Gr Teacher	8/15/18	BA Step 1
Redington, Brian	From Four Oaks Teacher to HS Student Support Services Teacher	8/17/18	Same
Ries, Karla	LRC: Dir of Elementary Teaching & Learning	7/2/18	\$100,000/year

Name	Assignment	Dept Action	Salary Placement
Spooner, Sarah	NE: 1 <sup>st</sup> Gr Teacher	8/15/18	BA+24 Step 6
Wheeler, Caley	WE: Art Teacher	8/15/18	BA Step 2

***Certified Staff: Resignation***

Name	Assignment	Dept Action	Reason
Forst, Jill	EX: Math/Language Arts Teacher	6/4/18	Personal
Mallie, Katie	WE: 4 <sup>th</sup> Gr Teacher	6/4/18	Other Employment
Murray, Alice	WE: 2 <sup>nd</sup> Gr Teacher	6/4/18	Personal
Shepherd, Quintin	Superintendent of Schools ( <i>Exhibit 701.1</i> )	6/30/18	Other Employment
Zimmerman, Jessica	Teacher Leader: Technology Integration Coach	6/7/18	Other Employment

***Classified Staff: Assignment/Reassignment/Transfer***

Name	Assignment	Dept Action	Salary Placement
Baker, Douglas	O&M: Seasonal Help	5/10/18	\$10.75/hour
Cibula, Randy	O&M: Seasonal Help	5/10/18	\$11.00/hour
Colton, Norma	NS: From NE Lead Cook to Production Manager	5/14/18	\$19.00/hour
Darie, Sarah	NS: HS General Help from 4 to 5 hours/day	5/14/18	Same
Kehoe, Gitana	NS: HS General Help from 6.5 to 6.25 hours/day	5/14/18	Same
Peters, Kristina	NS: From NE General Help to Lead Cook	5/14/18	SEIU A +.25, Step 1
Pratt, Angie	NS: HS General Help from 5 to 6.5 hours/day	5/14/18	Same
Rice, Nathan	HS: Part-Time Custodian	5/16/18	SEIU C, Step 1
Schwennen, JJ	O&M: Seasonal Help	5/10/18	\$9.50/hour

***Classified Staff: Resignation***

Name	Assignment	Dept Action	Reason
Cooper, Laura	LG: Student Support Associate	4/26/18	Termination
Hittenmiller, Laura	HS: Student Support Associate	6/1/18	<b>Retirement</b>
Lombardo, Mary Kay	NS: EX General Help	6/1/18	Relocation
Moreno, Lisa	NS: HS Part-Time General Help	6/1/18	Relocation
Randklev, Derek	O&M: Seasonal Help	5/10/18	Personal

***Extra-Curricular: Assignment/Reassignment/Transfer***

Name	Assignment	Dept Action	Salary Placement
Kelley, Bobby	HS: Head Varsity Girls' Swimming Coach	5/4/18	\$4,261

702: Approval of May 7<sup>th</sup> Minutes

*Exhibit 702.1*

703: Approval of Bills

*Exhibit 703.1*

704: Approval of Contracts

*Exhibits 704.1-8*

1. Independent contractor agreement with Darron Carr
2. Independent contractor agreement with Michelle Colton
3. Independent contractor agreement with Michele Safavi
4. Independent contractor agreement with Sherry Stone
5. Independent contractor agreement with Kelvin Tran
6. Independent contractor agreement with Alexis Robson #1
7. Independent contractor agreement with Alexis Robson #2
8. Agreement with GWAEA for SubCentral System (SEMS) for 2018-19
9. Interagency agreements for special education with Cedar Rapids CSD (2) and Maquoketa CSD (1). *For student confidentiality, exhibits not provided.*

**705: Disposition of Obsolete Equipment**

Per Iowa Code (§§ 297.22-25) and policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *No items at this time.*

**706: Informational Reports**

*Exhibits 706.1-2*

1. School Finance and Cash Balance Reports as of April 30, 2017
2. School Finance and Cash Balance Reports as of April 30, 2018

**707: Approval of the Consent Agenda *Motion 162-05-21***

Motion by AbouAssaly to approve the consent agenda as presented, second by Lausen. AbouAssaly congratulated Laurie Hittenmiller on her retirement. Voice vote, all ayes. Motion carried.

**800: Communications and Calendar**

**801: Board Communications**

Several members of the board thanked Superintendent Shepherd for his service to the district over the last three years and wished him and his family well in their new journey in Texas. Board Member Isenberg listed several of Dr. Shepherd’s accomplishments during his tenure with the district, including but not limited to: improvement in test scores, a Blue Ribbon elementary building, the second best high school in Iowa, a recognized speaker at the Iowa Association of School Boards conference, organization of the Iowa BIG program in the district, an increase in digital learning, participation in MEDCO’s Community Promise program, and increased learning for students and staff.

AbouAssaly recognized Dr. Jeff Gustason, High School Principal, for a successful senior recognition night and for his exemplary leadership in offering a special recognition of two students who did not receive any awards during the evening.

**802: Calendar**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
May 22 <sup>nd</sup>	Noon	100-Hour Volunteer Recognition	Hills Bank & Trust (Marion)
May 23 <sup>rd</sup>	4:00 PM	School Improvement Advisory	LRC Room 5
May 27 <sup>th</sup>	1:00 PM	High School Graduation	US Cellular Center
<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Location</b>
June 7 <sup>th</sup>	All Day	LM Foundation LIONS Open	Hunters Ridge Golf Course
June 7 <sup>th</sup>	5:30 PM	Marion City Council ( <i>Wall</i> )	City Hall
June 11 <sup>th</sup>	5:00 PM	Board Work Session	<b>High School Lecture Hall</b>
	7:00 PM	Board Regular Meeting	
June 13 <sup>th</sup>	5:30 PM	Iowa BIG Advisory Board	Cedar Rapids CSD ESC
June 20 <sup>th</sup>	5:30 PM	Marion City Council ( <i>Lausen</i> )	City Hall

**900: Adjournment *Motion 163-05-21***

Motion by Lausen to adjourn the regular meeting at 7:25 PM, second by AbouAssaly. Voice vote, all ayes. Motion carried.

\_\_\_\_\_  
Sondra Nelson, Board President

\_\_\_\_\_  
Angie Morrison, Board Secretary

*Minutes recorded by Gayla Burgess, Admin Asst to the Superintendent*



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

**Linn-Mar Community School District Board of Education  
Special Session Minutes - May 30, 2018**

**100: Call to Order and Determination of a Quorum**

The Linn-Mar Community School District Board of Education special session was called to order at 5:30 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Anderson, Isenberg, Lausen, Nelson, Wall, and Weaver. Absent: AbouAssaly.

**200: Adoption of Agenda *Motion 164-05-30***

Motion by Wall to adopt the agenda as presented, second by Anderson. Voice vote, all ayes. Motion carried.

**300: Special Session**

**301: Hiring of New Superintendent *Motion 165-05-30***

Motion by Weaver to approve issuing a three-year contract to Mr. Shannon Bisgard as Superintendent of Schools to begin July 1, 2018, with first year compensation of \$210,000, second by Wall. Voice vote, all ayes. Motion carried.

**302: FY19 SEIU Agreement *Motion 166-05-30***

Motion by Anderson to approve the Service Employees International Union (SEIU) agreement for fiscal year 2019 at a total package increase of 2.45%, second by Lausen. Voice vote, all ayes. Motion carried.

**303: FY19 Part-Time Nutrition Services Agreement *Motion 167-05-30***

Motion by Weaver to approve the part-time Nutrition Services agreement for fiscal year 2019 at a total package increase of 2.46%, second by Anderson. Voice vote, all ayes. Motion carried.

**400: Adjournment *Motion 168-05-30***

Motion by Lausen to adjourn the special session at 5:35 PM, second by Anderson. Voice vote, all ayes. Motion carried.

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Sondra Nelson, Board President

*Minutes recorded by Karla Christian,  
Chief Officer of Human Resources*

## Linn-Mar Community School District

## IA - Warrants Paid Listing

Criteria

Date Range: 05/18/2018 - 06/04/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
<b>Fund: Aquatic Center</b>		
BMO MASTERCARD	GENERAL SUPPLIES	\$944.56
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$7,461.31
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$300.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$138.27
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$591.36
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$138.27
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$591.36
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$496.69
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$474.67
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$712.43
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$6.67
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$14.11
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$12.73
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$614.68
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$222.96
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$111.54
<b>Fund Total:</b>		<b>\$12,834.61</b>
<b>Fund: DEBT SERVICE</b>		
BANKERS TRUST COMPANY	INTEREST	\$24,305.00
BANKERS TRUST COMPANY	OTHER PROFESSIONAL	\$250.00
BANKERS TRUST COMPANY	PRINCIPAL REDEMPTION	\$780,000.00
FARMERS STATE BANK	INTEREST	\$87,603.75
FARMERS STATE BANK	PRINCIPAL REDEMPTION	\$1,040,000.00
<b>Fund Total:</b>		<b>\$1,932,158.75</b>
<b>Fund: GENERAL</b>		
ADVENTURELAND	INSTRUCTIONAL SUPPLIES	\$11,050.00
ALLIANT ENERGY	ELECTRICITY	\$8,847.48
ASIFLEX	EE LIAB-FLEX DEP CARE	\$21,553.87
ASIFLEX	EE LIAB-FLEX HEALTH	\$11,072.57
ASIFLEX	OTHER PROFESSIONAL	\$793.00
BMO MASTERCARD	ADVERTISING	\$118.09
BMO MASTERCARD	COMP/TECH HARDWARE	\$2,561.22
BMO MASTERCARD	COMPUTER SOFTWARE	(\$20.21)
BMO MASTERCARD	DUES AND FEES	\$84.95
BMO MASTERCARD	EQUIPMENT >\$1999	\$533.66
BMO MASTERCARD	GARBAGE COLLECTION	\$4,361.48
BMO MASTERCARD	GASOLINE	\$334.78
BMO MASTERCARD	GENERAL SOFTWARE	\$14.99
BMO MASTERCARD	GENERAL SUPPLIES	\$2,212.02
BMO MASTERCARD	GROUNDS UPKEEP	\$37.25
BMO MASTERCARD	HEAT/PLUMBING SUPPLY	\$571.81
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$34,820.63
BMO MASTERCARD	LIBRARY BOOKS	\$2,339.79

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 05/18/2018 - 06/04/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
BMO MASTERCARD	MAINTENANCE SUPPLIES	\$1,845.90
BMO MASTERCARD	OTHER PROFESSIONAL	\$3,301.63
BMO MASTERCARD	Pest Control	\$48.20
BMO MASTERCARD	PROF SERV: EDUCATION	\$475.00
BMO MASTERCARD	PROFESSIONAL-OTHER	\$221.76
BMO MASTERCARD	REPAIR PARTS	\$485.28
BMO MASTERCARD	REPAIR/MAINT SERVICE	\$875.00
BMO MASTERCARD	STAFF WORKSH/CONF	\$4,771.24
BMO MASTERCARD	TECH REPAIRS	\$183.28
BMO MASTERCARD	TEXTBOOKS	\$329.02
BMO MASTERCARD	TRAVEL	\$8,469.05
BMO MASTERCARD	VEHICLE REPAIR	\$185.21
BOEHM ROMAN	OFFICIAL/JUDGE	\$70.00
CAHALAN TOM	OFFICIAL/JUDGE	\$150.00
CARR DARRON	INSTRUCTIONAL SUPPLIES	\$300.00
CENTURYLINK	TELEPHONE	\$726.38
CENTURYLINK	TELEPHONE	\$1,746.78
COLLECTION	EE LIAB-GARNISHMENTS	\$3,759.33
COLTON MICHELLE	INSTRUCTIONAL SUPPLIES	\$1,200.00
COMMUNITY HEALTH CHARITIES	EE LIAB-CHARITY	\$10.00
CUMMINS CENTRAL POWER LLC	COMPUTER SOFTWARE	\$550.00
DODGE JOHN	OFFICIAL/JUDGE	\$140.00
DORIAN BUSINESS SYSTEMS, INC	INSTRUCTIONAL SUPPLIES	\$395.00
EMSLRC	INSTRUCTIONAL SUPPLIES	\$16.00
FAMILY VIDEO	FACILITY RENTAL	\$3,687.04
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,784,223.02
FEDEX	DUES AND FEES	\$23.91
GENTZSCH ANDREW	Professional Educational Services	\$700.00
HY-VEE FOOD STORE-8555	INSTRUCTIONAL SUPPLIES	\$316.34
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$1,862.82
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$57,227.91
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$244,699.37
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$57,227.91
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$244,699.37
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$341,484.12
INVOLTA	OTHER TECH SER	\$345.00
IOWA CHORAL DIRECTORS ASSN.	INSTRUCTIONAL SUPPLIES	\$28.00
IOWA DEPT OF REVENUE - ADMIN WAGE LEVY	EE LIAB-GARNISHMENTS	\$133.15
IOWA HIGH SCHOOL MUSIC ASSOC	INSTRUCTIONAL SUPPLIES	\$7,193.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$281,981.61
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$423,209.41
IOWA SHARES	EE LIAB-CHARITY	\$28.00
JOE SAMPLE	OFFICIAL/JUDGE	\$70.00
KELVIN TRAN	INSTRUCTIONAL SUPPLIES	\$300.00
KONA ICE OF CEDAR RAPIDS, LLC	INSTRUCTIONAL SUPPLIES	\$205.00

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 05/18/2018 - 06/04/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
LIBERTY LANGUAGE SERVICES	INSTRUCTIONAL SUPPLIES	\$14.25
LINN COUNTY SHERIFF	EE LIAB-GARNISHMENTS	\$190.97
LINN-MAR NUTRITION SERVICES	GENERAL SUPPLIES	\$100.00
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$325.07
LMEA	EE LIAB-UNION DUES	\$296.40
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$4,778.33
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$12,776.69
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$6,529.44
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$497,341.05
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$2,487.46
METRO INTERAGENCY INS PROG.	ER LIAB-MEDICAL INSURANCE	\$25,810.00
MID AMERICAN ENERGY	NATURAL GAS	\$4,686.48
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$17,144.48
MIXEMONG CHRISTINA	Professional Educational Services	\$264.00
MULHOLLAND MELISSA	STUDENT FEES	\$90.00
ORKIN PEST CONTROL	Pest Control	\$135.00
PAPA JOHNS PIZZA	INSTRUCTIONAL SUPPLIES	\$306.47
PAUL REVERE LIFE INS. CO.	DISTRICT LIFE INSURANCE	\$234.00
PHEAA	EE LIAB-GARNISHMENTS	\$516.23
PHELPS AMY	Professional Educational Services	\$540.50
PREMIERE CREDIT OF NORTH AMERICA LLC	EE LIAB-GARNISHMENTS	\$174.97
PROVIDENT LIFE/ACCIDENT INS. CO.	DISTRICT LIFE INSURANCE	\$1,927.43
QUINN STORAGE	FACILITY RENTAL	\$160.00
SAFAVI MICHELE	INSTRUCTIONAL SUPPLIES	\$425.00
SCHLEGEL MATTHEW	OFFICIAL/JUDGE	\$140.00
SEIU LOCAL 199	EE LIAB-UNION DUES	\$672.50
STONE SHARON	INSTRUCTIONAL SUPPLIES	\$300.00
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$3,229.90
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$187,272.69
UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$1,149.25
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY	\$882.09
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$71,040.88
WALMART	GENERAL SUPPLIES	\$188.94
WALMART	INSTRUCTIONAL SUPPLIES	\$1,424.68

**Fund Total: \$5,424,741.57**

**Fund: NUTRITION SERVICES**

ABOUASSALY, GEORGE	UNEARNED REVENUE	\$70.15
ANDREASEN NANCY	UNEARNED REVENUE	\$76.70
BARBAGLIA JEAN	UNEARNED REVENUE	\$111.45
BEIK ANGELA	UNEARNED REVENUE	\$7.50
BLANK DOMINIQUE	UNEARNED REVENUE	\$104.80
BMO MASTERCARD	DUES AND FEES	\$150.00
BMO MASTERCARD	MEETING EXP/SERVICES	\$125.79
BROOKS, STEVE	UNEARNED REVENUE	\$94.00
COGHLAN STACY	UNEARNED REVENUE	\$7.60

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 05/18/2018 - 06/04/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
COLLECTION	EE LIAB-GARNISHMENTS	\$182.00
DIAZ DIXAIDA	UNEARNED REVENUE	\$67.70
DIETZ CINDY	UNEARNED REVENUE	\$7.00
DILLON SALINA	UNEARNED REVENUE	\$15.55
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$52,237.91
FENG YU	UNEARNED REVENUE	\$61.60
GETTEMY, ROB	UNEARNED REVENUE	\$48.40
GILLILAND SUSAN	UNEARNED REVENUE	\$15.55
HARDING CHERYL	UNEARNED REVENUE	\$84.85
HICKS KRISTI	UNEARNED REVENUE	\$48.15
HOOD ANAMARIE	UNEARNED REVENUE	\$334.50
HORNING JENN	UNEARNED REVENUE	\$94.50
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$1,016.72
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$4,347.17
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$1,016.72
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$4,347.17
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$4,275.05
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$8,695.89
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$13,051.05
KLINKEFUS KAREN	UNEARNED REVENUE	\$103.30
KNAPP CHRISTINE	UNEARNED REVENUE	\$26.00
LEWIS WENDY	UNEARNED REVENUE	\$68.65
LOWER JANET	UNEARNED REVENUE	\$89.81
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$150.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$208.36
MALLIE KATIE	UNEARNED REVENUE	\$4.30
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$251.84
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$16,657.08
METRO INTERAGENCY INS PROG.	ER LIAB-DENTAL INS	\$1,188.88
PATEL DEVYANI	UNEARNED REVENUE	\$160.50
PINCKNEY JOHN	UNEARNED REVENUE	\$66.85
PRATT BRENDA	UNEARNED REVENUE	\$52.60
SEARS MARGARET	UNEARNED REVENUE	\$58.95
SEIU LOCAL 199	EE LIAB-UNION DUES	\$32.82
SHEPHERD CYNTHIA	UNEARNED REVENUE	\$120.05
SPIES LORINA	UNEARNED REVENUE	\$91.40
SUN LIFE FINANCIAL EBG	EE LIAB-VOL/SUN LIFE INS	\$64.20
THOMAS JULLI	UNEARNED REVENUE	\$16.55
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,381.91
TROENDLE JULIE	UNEARNED REVENUE	\$4.80
U.S. DEPARTMENT OF TREASURY--FMS	EE LIAB-GARNISHMENTS	\$158.80
VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$780.00
WONG NATALIE	UNEARNED REVENUE	\$60.83
YOUNGWIRTH CONNIE	UNEARNED REVENUE	\$36.76

**Fund Total: \$113,530.71**



## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 05/18/2018 - 06/04/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
<b>Fund: PUB ED &amp; REC LEVY</b>		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$1,567.81
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$30.57
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$130.67
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$30.57
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$130.67
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$161.54
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$147.92
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$221.99
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$7.28
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$437.16
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$86.66
<b>Fund Total:</b>		<b>\$2,955.34</b>
<b>Fund: STUDENT ACTIVITY</b>		
AL-YASSIRI LATIF	OFFICIAL/JUDGE	\$160.00
ASPI SOLUTIONS, INC	INSTRUCTIONAL SUPPLIES	\$273.00
BMO MASTERCARD	DUES AND FEES	\$1,486.80
BMO MASTERCARD	INSTRUCTIONAL SUPPLIES	\$13,345.04
BMO MASTERCARD	TRAVEL	\$3,401.31
BOEHM ROMAN	OFFICIAL/JUDGE	\$110.00
CLEPPER RYAN	OFFICIAL/JUDGE	\$115.00
CONDON MICHAEL J	OFFICIAL/JUDGE	\$100.00
COOK FENCE COMPANY	EQUIPMENT >\$1999	\$2,000.00
COOK JEFF	OFFICIAL/JUDGE	\$115.00
ECISOA	INSTRUCTIONAL SUPPLIES	\$130.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,139.07
HAZIM AL-YASIRI	OFFICIAL/JUDGE	\$60.00
HOYT BOB	OFFICIAL/JUDGE	\$100.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$33.35
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$142.64
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$33.35
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$142.64
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$169.12
IOWA GIRLS HIGH SCHOOL ATHLETIC UNION	DUES AND FEES	\$70.00
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$167.98
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$252.13
IRC TEAM SPORTS	INSTRUCTIONAL SUPPLIES	\$1,339.00
JOE SAMPLE	OFFICIAL/JUDGE	\$110.00
KING DOUG	OFFICIAL/JUDGE	\$90.00
MARQUART EUGENE	OFFICIAL/JUDGE	\$85.00
MCVEIGH SEAN	OFFICIAL/JUDGE	\$115.00
MIELL BRET	OFFICIAL/JUDGE	\$120.00
MOHR DAVE	OFFICIAL/JUDGE	\$134.50
MOHR DEIDRA	OFFICIAL/JUDGE	\$100.00

## Linn-Mar Community School District

### IA - Warrants Paid Listing

Criteria

Date Range: 05/18/2018 - 06/04/2018

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
MULHOLLAND MELISSA	MISC REVENUE	\$1.50
NORMAN JASON	OFFICIAL/JUDGE	\$131.50
PRAIRIE VOLLEYBALL	INSTRUCTIONAL SUPPLIES	\$300.00
ROBSON ALEXIS	INSTRUCTIONAL SUPPLIES	\$2,675.00
SCHLEGEL SCOTT	OFFICIAL/JUDGE	\$100.00
SPIELMAN'S EVENT SERVICES	INSTRUCTIONAL SUPPLIES	\$6,620.92
ST. JOHN, JOHN	OFFICIAL/JUDGE	\$103.40
STAFFORD STEVE	OFFICIAL/JUDGE	\$90.00
SWICK DAN	OFFICIAL/JUDGE	\$85.00
TALEBI MOHAMED	OFFICIAL/JUDGE	\$110.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$99.15
TRIBBLE ALAN	OFFICIAL/JUDGE	\$100.00
WALMART	INSTRUCTIONAL SUPPLIES	\$180.73
WARTBURG COLLEGE	INSTRUCTIONAL SUPPLIES	\$300.00
WINDSTAR LINES	TRAVEL	\$1,714.00
YORGEY MARISSA	OFFICIAL/JUDGE	\$30.00

**Fund Total: \$39,281.13**

Fund: Student Store

BMO MASTERCARD	GENERAL SUPPLIES	\$36.66
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**Fund Total: \$36.66**

**Grand Total: \$7,525,538.77**

End of Report

# TREVOR RAGAN

## TRAIN UGLY WORKSHOP

**"THAT WAS THE MOST INFORMATIVE AND INSPIRATIONAL PRESENTATION THAT I HAVE EVER ATTENDED"**

-KPEC CONFERENCE ATTENDEE

Exhibit 705.1

### DETAILS

Group \_\_\_\_\_ Phone \_\_\_\_\_

Event Address \_\_\_\_\_

Representative \_\_\_\_\_ Email \_\_\_\_\_

Event Date \_\_\_\_\_

### FEES

We will handle all travel arrangements.

You are welcome to pay after the event.

See below for remittance information.

**Travel:** roundtrip flight + car rental

NA

**Accommodation:** hotel (2 nights)

NA

**Train Ugly Workshop:** 2 days

\$7500

**Cancellation fee:** if less than 20 days before event

2000

**TOTAL FEE**

\$7500

### TECH REQUIREMENTS

Trevor's presentations are shown off of a MacBook Pro which will need to be connected to a projector screen.

The presentation involves both audio and video - he travels with a speaker but hooking into the speaker system is preferred.

**Photos + filming + sharing of the talk are encouraged!**

### AGREEMENT

\_\_\_\_\_  
**Representative Signature**

\_\_\_\_\_  
**date**

*Trevor Ragan*  
**Trevor Ragan**

5/21/2018

\_\_\_\_\_  
**date**

**TREVOR RAGAN | 307.349.3904 | TREVOR@TRAINUGLY.COM | 2220 W 31<sup>ST</sup> AVE - DENVER, CO 80211**

**SAI Mentoring and Induction Program**

*Complete this form if you are using the SAI program to meet chapter 284A requirements*

Administrator Mentoring and Induction Program

**2018-19 AGREEMENT** between

The Linn-Mar Community School District (the District)

and

School Administrators of Iowa (SAI)

The District provides beginning administrators with a mentoring and induction program in accordance with § chapter 284A.5 through a collaborative arrangement with SAI. SAI provides one year of programming to support the Iowa standards for school administrators adopted pursuant to 281 Iowa Administrative Code 83.10 (284A), and to support beginning administrators' professional and personal needs. The program is structured to provide support, professional development, and access to a variety of informational resources critical to a beginning administrator's success as a leader of student achievement. Program components are described in the Program Description (a copy can be found at <http://www.sai-iowa.org/mentoring-and-induction.cfm>).

The District agrees to

1. annually provide SAI with the name(s) and position(s) of the beginning administrator(s) as soon as possible;
2. pay \$500 to SAI per new administrator participating in the mentoring program;
3. require the full participation of the mentee;
4. inform SAI of any problems with such participation; and
5. provide mileage expenses for mentee's attendance at the statewide meetings.

SAI agrees to

1. assign a mentor;
2. develop and facilitate programming that supports the mentor-mentee relationship;
3. provide direct supports to the mentee as requested; and
4. comply with all the program requirements as stipulated in § chapter 284A.5.

SAI Authorized Signature: 

Date May 1, 2018

District Authorized Signature\*: \_\_\_\_\_

Date \_\_\_\_\_

**Send one signed copy to SAI via email - [aswanson@sai-iowa.org](mailto:aswanson@sai-iowa.org); fax - 515-267-1066 or mail -12199 Stratford Dr., Clive, IA 50325. District business manager should also maintain a copy.**

\*By typing a name in this field, you indicate that you are an authorized representative of this district with the power to sign and deliver this agreement.

AGREEMENT FOR STATEWIDE VOLUNTARY PRESCHOOL PROGRAM BETWEEN THE LNN MAR COMMUNITY SCHOOL DISTRICT AND CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT IN CONCURRENCE WITH THE COOPERATIVE 28E AGREEMENT BETWEEN THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND ROCKWELL COLLINS INC.

This Agreement is entered into between the Linn Mar Community School District ("Linn Mar"), 2999 10<sup>th</sup> Street Marion, Iowa 52302 and the Cedar Rapids Community School District ("Cedar Rapids"), 2500 Edgewood Rd NW Cedar Rapids, Iowa 52403 with corresponding approval as to form and content by Rockwell Collins, Inc. ("Rockwell Collins") in concurrence with the Cooperative 28E Agreement, as amended, between the Cedar Rapids Community School District and Rockwell Collins, Inc.

Program: Linn Mar and Cedar Rapids Community School District are entering into this Contract for the purpose of providing space at the Rockwell Collins Child Development Center for an education program for the Statewide Voluntary Preschool four-year-old children (Program). The Program shall consist of one classroom with a total of 12 students in the morning classroom (8:30am-11:30am) and the same classroom for 20 students in the afternoon session from (12:30p.m.-3:30p.m). Preschool Programming days will consist of Monday, Tuesday, Thursday and Friday. Wednesday's will be a contracted day for staff training and curriculum development.

Term: The term of this contract would be from August 1, 2018 to June 30 2019 (excluding holidays specified in the preschool calendar) and will be reviewed on a year to year basis.

The parties may renew this Agreement for subsequent school years (with actual contract dates modified by the parties each school year) upon the written agreement of the parties no later than April 1 prior the start of the next school year. Either party may terminate the Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from Linn Mar to Cedar Rapids for services or expenses after the date of termination.

**Rockwell Child Development Center's Responsibility**

Rockwell Collins Child Development Center is a child development center, which has been approved and licensed by the Department of Human Services (DHS).

Rockwell Collins Child Development Center agrees to provide one classroom which shall have access to appropriate bathroom facilities and playground area. Rockwell Collins Child Development Center agrees to furnish the classroom with start-up materials and educational supplies needed for this classroom. Rockwell Collins Child Development Center shall refer to the National Association of the Education of Young Children Accreditation Standards when making any and all decisions regarding the programming of the center.

There must be one teacher present at all times in the classroom at the Rockwell Collins Child Development Center. A minimum of one teacher associate and one teacher shall be present when 11-20 children are present. There shall be no more than 20 children per classroom.

### **Cedar Rapids Community School District's Responsibility**

Cedar Rapids Community School District agrees that during the term of this contract and any subsequent renewal it shall maintain DHS approval and licensing and will abide by all licensing requirements of DHS. If at any time the Rockwell Collins Child Development Center shall no longer be DHS approved or licensed, either Party may terminate this Contract immediately without prior notice and no further payment will be due from Linn Mar after the date of termination.

The Cedar Rapids Community Schools agrees to provide one teacher who is appropriately licensed by the Board of Educational Examiners. This licensed teacher would be classified under the current Child Care working agreement with Cedar Rapids School District. This teacher will attend professional development opportunities provided by Linn Mar when possible. The Cedar Rapids Community School District teacher assigned to the Program shall be responsible for ensuring that the approved curriculum is taught and for overseeing the implementation of the curriculum.

The teacher will provide at least 10-12 hours per week of intentional instruction, as defined by the State of Iowa in the Statewide Voluntary Preschool Program Rules, *"eligible children shall receive from the teacher at least ten hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess."*

Cedar Rapids Community Schools agrees to provide one teacher associate for the classroom who shall be available to work with the teacher and children while the children are in session from 8:30-11:30am and 12:30 to 3:30 p.m. The teacher associate assigned to the Program shall not be a contracted par-educator, but will be considered a Cedar Rapids Community School District employee and classified under to the Child Care working agreement. The teacher associate from Cedar Rapids Community Schools will attend professional development opportunities provided by Linn Mar when possible that would include contact hours towards The Child Development Associate program.

Cedar Rapids Community Schools agrees to provide administrative supervision of the program from the Director of the Rockwell Collins Child Development Center. This will include daily supervision, evaluation and support to families as appropriate.

The parties will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary monies, which are not consumed as meals, will become property of the Linn Mar School District.

### **Linn Mar School District Responsibilities**

Linn Mar shall provide an approved curriculum and reimbursement costs for GOLD subscriptions based on enrolled children in the classroom. Linn Mar shall provide additional educational materials as needed to maintain IQPPS standards and curriculum requirements for the classroom. Linn Mar shall provide guidance for the Iowa Quality Preschool Program Standards to be implemented by Cedar Rapids Community School District teacher and associate teacher. Linn Mar shall provide an approved assessment system for the classrooms but implemented by the Cedar Rapids Community School District teacher. Linn Mar agrees to provide professional development to the Cedar Rapids Community School District teacher and teacher associate as required meeting the IQPPS and State Wide Preschool Program guidelines. Linn Mar will assist with the registration and enrollment in connection with the Rockwell Collins Child Development Center for the Statewide Voluntary Preschool program. Linn Mar will share and promote enrollment at the Rockwell Collins Child Development Center for the Statewide Voluntary Preschool program. Linn Mar will share waiting lists with the Rockwell Collins Child Development Center concerning enrollment for the Statewide Voluntary Preschool program.

### **Students**

Cedar Rapids Community Schools and Linn Mar School District shall be required to enroll only students who will be four on or before September 15, 2018. It is the responsibility of the Cedar Rapids Community School District and Linn Mar School to give priority enrollment to families at or below the 130% poverty level.

### **Student Records**

Linn Mar and the Cedar Rapids Community School District shall cooperate regarding student records for students enrolled in the program, and Linn Mar shall maintain all educational records as required by the law as information is requested by the Department of Education. Linn Mar, Cedar Rapids Community School District and their respective employees, shall be responsible for maintaining the confidentiality of any education records as required by law. The parties shall furnish each other with any necessary documentation needed to comply with each Party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports.

### **Insurance and Indemnification**

Property Insurance. Rockwell Collins shall insure the site and contents. In the event of destruction or damage such that Cedar Rapids is not able to perform its services under this Agreement, Linn Mar may elect to terminate this Agreement.

Liability Insurance. Cedar Rapids and the Linn Mar shall carry Commercial General Liability insurance for protection of each, respectively, from any liability arising out of any accidents or other occurrence causing any bodily injury and/or property damage to any person or property in or about the Program site or arising from the performance of their obligations under this Agreement due directly or indirectly to the actions of the insured. Liability policies shall have limits of not less than \$2,500,000 per occurrence and \$5,000,000 annual aggregate, which limit can be met with a combination of primary and umbrella policies. The policies shall include Professional Liability insurance and shall also cover the parties in the supervision of children in the Program,

including coverage for claims of sexual abuse and corporal punishment. Each party shall be solely responsible for its own retentions, co-insurance, and/or insurance deductibles.

Workers' Compensation Employer's Liability Insurance. Cedar Rapids and Linn Mar shall each be responsible for maintaining Workers' Compensation insurance for its employees as statutorily required by the State of Iowa and Employer's Liability insurance.

Other Insurance Provisions. All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

It is specifically agreed that the types and amounts of insurance specified above shall not limit or otherwise affect any party's obligation to indemnify and hold the other party harmless as provided by the indemnification provisions of this Agreement. The failure of any party to maintain the insurance coverage and limits required by this Agreement shall be considered a material breach of this Agreement. However, the failure of any party to declare another party to be in material breach shall not be deemed a waiver by the party of the right to claim a material breach for a subsequent failure to maintain the required coverage or limits.

Indemnification: Each party ("Indemnifying Party") hereby agrees to indemnify and hold harmless the other party, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, damages, losses, causes of action and judgments brought by any person, corporation, governmental entity or other entity not a party to this Agreement, whether arising from injury or death to persons or loss or damage to property or otherwise (collectively "Third Party Claims"). and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims are caused by negligence (whether active or passive) or willful misconduct of the Indemnifying Party, its or their directors, officers, agents, or employees. This indemnity shall survive the termination or expiration of this Agreement.

Waiver of Subrogation Rights. All Parties shall release the other from any claim for recovery for any loss or damages to any of its property which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance and as permitted by the applicable policy of insurance.

Claims. Each party shall the other party of any claim or any potential claim for bodily injury or property damage to another arising out of the operation of the Program as soon as practical following Knowledge of the claim or potential claim.

### **Financial Agreements**

Equipment and materials purchased with Statewide Voluntary Preschool Program Funds are the property of Linn-Mar.



Cedar Rapids Community School District will invoice Linn-Mar Community School District on a monthly basis, staffing a per pupil cost. Cedar Rapids can be reimbursed for up to 34 children (based on the October 1, 2017 certified enrollment data), but not to exceed 20 students per session per IQPPS Guidelines. Linn-Mar Community School District will make payments within 30 days after receipt of the invoice. Invoices will be submitted based on the nine months from September to May.

The monthly per pupil cost at which Linn-Mar Community Schools will pay Cedar Rapids is \$354.92. For this agreement, the total annual distribution to Cedar Rapids will not exceed \$108,605.52 (based on 34 students counted on October 1, 2017 and funded during the 2018-19 fiscal year).

At the end of the school year (May/June) the Cedar Rapids Community School District will submit a final budget reflecting the expenditures incurred for the 4 year old Statewide Preschool program. At that time, Cedar Rapids Community Schools will return any unused SWVPP funds to Linn-Mar.

### **Status of the Parties**

It is expressly understood agreed by the parties nothing contained in this Agreement shall be constructed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall either party be liable for the debts or obligations of the other party.

### **No Separate Entity or Joint Board**

No separate legal or administrative entity or joint board shall be established to carry out the purposes of this Agreement. The Executive Director of Cedar Rapids shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.

### **Miscellaneous**

Headings. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

Severability In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Law. The parties consent to the jurisdiction of the Linn County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law. Anything in this Agreement to the contrary notwithstanding, the parties shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement. The parties agree to cooperate as needed to assure that all required services

and responsibilities are provided and that the Program is operated in compliance with applicable law.

Entire Agreement. This Agreement supersedes all previous agreements (except the Cooperative 28E Agreement, as amended, between the Cedar Rapids Community School District and Rockwell Collins, Inc.), contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no change in, additions to, or deletions from this Agreement shall be valid unless agreed to in writing by the parties.

Waiver The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement (nor shall any charges or payments be made in respect thereof) if prevented from doing so by reason of contingencies beyond the reasonable control of the parties; and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The foregoing terms are agreed to and accepted by Linn-Mar Community School District and Cedar Rapids Community School District.

LINN-MAR COMMUNITY SCHOOL DISTRICT

By:

Printed Name:

Title:

Date:

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By:

Printed Name:

Title:

Date:

ROCKWELL COLLINS, INC.

By:

Printed Name:

Title:

Date:

**Independent Contractor Agreement  
Linn-Mar Community School District**

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**WHEREAS**, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Alexis Robson, Independent Contractor (“IC”), for the performance of certain services, with the goal being to provide Choreography Assistance to or for the District or the District’s None.

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

1. **SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform the following Choreography services which shall generally involve Assisting with Choreography. The services to be provided shall be performed within the phases (or timeline or dates) outlined below:

August 1 2017-March 1-2018, May 1-May 29 2018

2. **TERMS OF PAYMENT:**

The sum is to be paid at the close of the \_\_\_\_\_ session.

The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this Agreement. As compensation for the services rendered by IC under this Agreement, District shall pay IC a total of \$3410.23 for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Total fees for services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC upon completion of all services on 5/25/18. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

3. **INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

- A. None.
- B. None.
- C. None.
- D. None.
- E. None.

4. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. 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 those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of 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. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of 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 IC under the terms of this Independent Contractor Agreement.

6. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to 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.

7. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.

8. **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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.

9. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that 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 IC, or as a result of failure to pay any employment or income taxes arising out of 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 fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

10. **TERM:** This Agreement shall begin on August 1, 2017 and shall continue in effect until May 25, 2018, unless earlier terminated by either party in accordance with Section 11.

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

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. **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 signed and dated this 30 day of May, 2018 .

**Independent Contractor**

**Linn-Mar Community School District**

By:  
Alexis Robson

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

Title: Leli Robson

Title: \_\_\_\_\_

Board President

# Independent Contractor Agreement

## Linn-Mar Community School District

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**WHEREAS**, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Aaron Perrine, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's HS Wind Ensemble.

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

1. **SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform the following Instrumental Music Clinician services which shall generally involve High School Band Students. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

Tuesday, May 1 8:00 a.m. - 12:30 p.m.

2. **TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$ 100.00 OR at a rate of \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

3. **INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

N/A

4. **TERM:** This Agreement shall begin on May 1, 2018 and shall continue in effect until May 1, 2018, unless earlier terminated by either party in accordance with section 11.



5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. 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 those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of 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 party has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of 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 responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.
7. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to 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 tax.
8. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
9. **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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
10. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that 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 IC, or as a result of failure to pay any employment or income taxes arising out of 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 interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
11. **TERMINATION:** This agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

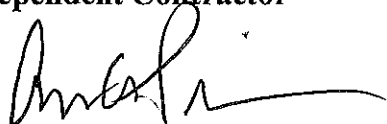
14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. **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 signed and dated this 1st day of May, 2018.

**Independent Contractor**

By:



Printed Name  
Aaron Perrine

**Linn-Mar Community School District**

By:

Printed Name:

Title: Composer/Clinician

Title: \_\_\_\_\_

Board President

# Independent Contractor Agreement

## Linn-Mar Community School District

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WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Dr. Myron Welch, Independent Contractor ("IC"), for the performance of certain services to or for the District or the District's HS Wind Ensemble.

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

1. **SERVICES TO BE PERFORMED:** District shall employ IC for the term of this Agreement to perform the following Concert Band Clinician services which shall generally involve Band Students. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:

Tuesday, April 24: 7:45 a.m. - 10:55 a.m.

2. **TERMS OF PAYMENT:** The District shall pay IC according to the following terms and conditions: IC shall be responsible for determining its own hours of service, as needed, to perform the work outlined in this agreement. As compensation for the services rendered by the IC under this Agreement, District shall pay IC a total of \$ 100.00 OR at a rate of \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_ for any and all planning time and site visits. Any site visits necessary to complete the services that are not completed in the above calendar period cannot be rescheduled, unless agreed to by the District and will not be paid for. Fees for the services performed under this Agreement will be paid by the District within thirty (30) days after receipt of invoice from the IC. An invoice for services should be sent to: Linn-Mar Community School District, Attention: Angie Morrison, 2999 N 10<sup>th</sup> St. Marion IA 52302.

3. **INSTRUMENTATIONS:** District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:

N/A

4. **TERM:** This Agreement shall begin on April 24, 2018 and shall continue in effect until April 24, 2018, unless earlier terminated by either party in accordance with section 11.

5. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
6. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. 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 those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of 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 party has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of 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 responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.
7. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to 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 tax.
8. **FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health, disability or other fringe benefit plan of the District.
9. **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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
10. **INDEMNIFICATION:** The IC shall indemnify and hold District harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that 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 IC, or as a result of failure to pay any employment or income taxes arising out of 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 interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.
11. **TERMINATION:** This agreement may be terminated by either party, without cause, upon seven (7) days written notice. Upon termination, IC shall be compensated for all work performed prior to the date of termination.

12. **ASSIGNMENT:** IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District.

13. **AMENDMENTS:** This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

14. **GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa.

15. **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 signed and dated this 24th day of April, 2018.

**Independent Contractor**

**Linn-Mar Community School District**

By: Myron welder  
Printed Name  
Myron welder

By: Myron  
Printed Name:  
\_\_\_\_\_

Title: \_\_\_\_\_

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

Contract/MEA/Grant Number: 008918

Iowa Department of Education  
Amendment # 2

Contracting Agency/Individual: Linn-Mar Community School District

Current Operational Period: Start Date: August 15, 2017 End Date: July 31, 2018

Current Budgeted Amount: \$ 30,000.00

Reason for Amendment (check all that apply):  Work Scope  Budget Amount  End Date

Detailed description of any new activities being added to work scope: (attach additional pages if needed)

Changing the budget amount to help fulfill the existing work scope.

New End Date requested: New Budget Amount requested: \$ 31,500.00

Justification for amendment request: (indicate any changes in funding source(s), attach new budget if needed, attach additional pages-if needed)

Additional funding is being added to the contract to fund building teams participation in professional learning activities.

COMPENSATION:  
Original Contract Amount: \$ 30,000.00  
Amendment Amount: \$ 1,500.00  
Revised Contract TOTAL: \$ 31,500.00

RECEIVED

MAY 31 2018

DEPARTMENT OF  
EDUCATION

For Internal Purposes Only:

FUND	DEPT	UNIT	S/ORG	OBJ	PROG	AMOUNT
0286	282	3362		2469	PI72	\$ 31,500.00
	282					\$
	282					\$
Total						\$ 31,500.00

Authorization for Amendment Request (Signature indicates agreement to carry out terms of agreement as amended):

*Julie Walker*  
DE CONTACT  
*Bruce*  
DE ADMINISTRATION

*Consultant*  
TITLE  
*Bureau Chief*  
TITLE

*5/29/18*  
DATE  
*5-31-18*  
DATE

CONTRACTING AGENCY OR INDIVIDUAL

TITLE

DATE

DE AUTHORIZING SIGNATURE

TITLE

DATE

*5/29/18*



9330 Priority Way West Drive  
 Indianapolis, IN 46240  
 Phone: 317-208-1700  
 Toll Free: 1-877-796-6842  
 Fax: 317-208-2202

**PUBLIC EDUCATION  
 AGREEMENT**

No: **9392**

Customer Legal Name Linn-Mar Community School District		Address	
Address 2999 N. Tenth Street		Customer Billing Address (If different)	
City Marion	County	City	County
State IA	Zip Code 52302	State	Zip Code
Location Contact: Brian Cruise	Phone (319) 447-3031	Fax	Salesperson Casey Glanders
Tax ID# <input checked="" type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal		PO Number (if applicable)	
PO Number (if applicable):		PO Expiration Date:	
<b>CONTRACT DURATION / NUMBER OF VEHICLES</b>			
Term of Agreement: <input type="checkbox"/> 36 Mo. <input type="checkbox"/> 48 Mo. <input checked="" type="checkbox"/> 60 Mo. <input type="checkbox"/> ___ Mo.			
Total Number of Vehicles: <u>71</u>			
Tax Exempt: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Attach Certificate)			
<b>SOFTWARE LICENSES</b>		<b>EQUIPMENT LIST</b>	
<input checked="" type="checkbox"/> Core Track & Trace		<b>TYPE</b>	<b>QTY</b>
<input checked="" type="checkbox"/> Comparative Analysis	<input type="checkbox"/> Ridership	LMU:	4220
<input type="checkbox"/> Route Builder	<input type="checkbox"/> Navigation	Peripheral:	
<input type="checkbox"/> Time and Attendance	<input type="checkbox"/> Here Comes the	Other:	
<input type="checkbox"/> Engine Diagnostics	<input type="checkbox"/> ELD		
<input type="checkbox"/> Fuel Card	<input type="checkbox"/> DVIR		
Installation: <input checked="" type="checkbox"/> Synovia <input type="checkbox"/> Customer			
Carrier: <input type="checkbox"/> Synovia <input checked="" type="checkbox"/> Verizon <input type="checkbox"/> Sprint <input type="checkbox"/> AT&T			
<b>SPECIAL INSTRUCTIONS: Client to receive 5 for 4 billing. Client to take 20% discount across five years of service.. Pricing valid through May 21, 2018.</b>			
<b>RATE AND METHOD OF PAYMENT</b>			
Base Payment \$ <u>31.00</u> X	Number of Vehicles <u>71</u> =	\$ <u>2,201.00</u>	<input type="checkbox"/> Monthly
Base Payment \$ _____ X	Number of Vehicles _____ =	\$ _____	<input type="checkbox"/> Quarterly
Base Payment \$ _____ X	Number of Vehicles _____ =	\$ _____	<input checked="" type="checkbox"/> Annually
Total Rental Payment		\$ <u>26,412.00</u>	<input type="checkbox"/> Check
5 for 4 Discount		\$ <u>(5,282.40)</u>	<input type="checkbox"/> ACH
Total Rental Payment with Tax		\$ <u>21,129.60/y</u>	<input type="checkbox"/> Credit Card
<b>PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON.</b>			
<b>AUTHORIZATION</b>			
Company Full Name (Please Print)			
Authorized Signature	Date	Authorized Representative of Synovia Solutions, LLC	Date
Authorized Signer's Printed Name	Title	Printed Name	Title

## RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term. The aforesaid rentals are the firm, fixed rentals due under this Agreement and are not subject to any adjustment; and that the obligation to make the Payments is absolute and unconditional, and Customer will pay all Payments without regard to, and shall not assert any claim, defense, counterclaim, recoupment, setoff or right to cancel or terminate this Agreement which Customer may have against Vendor or any other party, or for any reason. Nothing herein shall be deemed to relieve Vendor of any of its obligations to Customer under this Agreement.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a refund for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period. Customer shall be liable for any taxes or licenses, registrations, permits and other certificates as may be required for the lawful operation of the Equipment. If any taxing authority requires that a tax be paid to the taxing authority directly by Vendor, Customer shall, on notice from Vendor, pay to the Vendor the amount of the tax together with the next rent installment. Vendor has the option to estimate all such taxes due and bill the Customer monthly on the basis of same.
5. **NON-APPROPRIATION OF FUNDS.** The Customer affirms that funds can and will be obtained in amounts sufficient to make all Synsurance Agreement Payments during the Agreement term. The Customer hereby covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which the Synsurance Agreement payments and payments for other related charges, if any, may be made, specifically including in its annual budget requests amounts sufficient to make such payments for the full Synsurance Agreement term. The Customer intends to make all such payments for the full Synsurance Agreement term if funds are legally available for that purpose. If your official governing body does not allot funds for the succeeding fiscal year to continue such payments under the Synsurance Agreement, and you have no other available funds to continue making such payments under the Synsurance Agreement or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Agreement, you may terminate the Synsurance Agreement at the end of the then current fiscal year, by giving ninety (90) days prior written notice to Vendor, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. The foregoing shall be the sole circumstance in which the Customer will not be legally obligated to continue making such payments beyond the end of the then current fiscal year. Upon the occurrence of this event, if any Synsurance Agreement is terminated by the Customer in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Synsurance Agreement, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Synsurance Agreement is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Synsurance Agreement. If the application of these restrictions would affect the validity of this Synsurance Agreement, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Synsurance Agreement by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Agreement Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Agreement prior to the end of the 90-day notice period referred to above;** and (b) if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or your interest in the Equipment to us within ten (10) days after the termination of the applicable Synsurance Agreement, the termination shall nevertheless be effective, but you **shall be responsible for the payment of damages in an amount equal to the amount of the Synsurance Agreement payments thereafter coming due under the Agreement that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Synsurance Agreement shall not affect the validity or enforceability or any other Synsurance Agreement or contract between you and us.
6. **UCC FILINGS.** The Customer authorizes, appoints, and empowers Vendor and its assignees as its true and lawful attorney-in-fact to prepare, execute in the Customer's name and file at Customer's cost any and all documents Vendor or its assignees deem appropriate or desirable in connection with the Uniform Commercial Code, including but not limited to UCC financing statements. The Customer authorizes Vendor to insert the serial numbers of the Equipment in this Agreement in any filings.



7. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. Upon the request of Vendor, the Customer shall provide Vendor evidence of insurance showing Vendor as the loss payee for property damage insurance and additional insured for liability insurance. If the Customer fails to provide such evidence within fifteen (15) days, the Customer authorizes Vendor to obtain coverage on its behalf **This Synsurance Agreement hardware warranty specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.**
8. **INDEMNITY.** The Customer agrees to indemnify, defend and hold harmless Vendor and its agents, employees and assigns from any against any claim, loss, liability and expense, including reasonable attorney's fees, caused by the Equipment. The indemnities, assumptions of risk, liabilities and obligations of the Customer arising under this Agreement shall continue in effect after termination of this Agreement, regardless of the reason for termination.
9. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default. Install Labor is not included.**
10. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer. The Equipment will be garaged at the location stated above and may not be garaged at any other location without Vendor's express and prior written consent.
11. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise and waives any claim or defense against Vendor or such assignee arising out of this Agreement or otherwise or as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
12. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation or condition required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can accelerate and demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer defaults under this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal or collection action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
13. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state of Indiana or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. Any suit, claim, or legal proceedings arising under this Agreement shall be brought only in a court of competent jurisdiction in the state of Indiana or, if assigned by Vendor, the state in which the assignee is headquartered.
14. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon the expiration date of this Agreement, Customer shall return the Equipment, at its expense, to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.
15. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor. From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

16. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.
17. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.
18. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via direct debit ACH if Payments are less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.
19. **MANNER OF EXECUTION.** Facsimile, scanned or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed. If Customer transmits this Agreement with its signature by facsimile or scanned means, the version containing Customer's facsimile or scanned signature and Vendor's original signature will be the sole original of this agreement for all purposes
20. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.
21. **FINANCIAL STATEMENTS.** Unless publicly available, Customer agrees to send Vendor or its assignee its most recent audited financial statements as and when requested by Vendor or its assignee.
22. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.
23. **COMPARATIVE ANALYSIS.** If Customer is utilizing Comparative Analysis, Vendor requires that the Customer meets Vendor's requirements for a currently supported Operating System and a spatially accurate map. Vendor will have final approval in those requirements and specifications.

Customer Initials \_\_\_\_\_

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

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

**Program:** The Linn-Mar Community School District and Hand In Hand Early Care and Education Center are entering into this Contract for the purpose providing space for an educational four-year-old program. Programs will be held at both the Barrington Parkway location and 3524 35<sup>th</sup> Avenue. The Program shall consist of a half-day class providing services to students in a morning session from 8:30 a.m. to 12:00 a.m., Monday through Friday, and an afternoon session from 12:30 to 3:30 p.m., Monday thru Friday, per the agreed upon preschool calendar.

**Term:** The term of this Contract shall be from August 23, 2018, to June 15, 2019. The parties may renew this contract for subsequent school years upon the written agreement of the parties. Either party may terminate the contract with or without cause upon sixty (60) days written notice to the other. Notice shall be deemed to have been given if delivered or mailed to a representative of the party at the address set forth below.

**Center Responsibilities**

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

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

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

At the end of the agreement term (June 15, 2019), the Center will return any unused SWVPP funds to the District.

**District Responsibilities**

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

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

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

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

**Calendar:** The Program shall conduct classes according to District's school calendar for each day that classes are in session with a starting date of September 4, 2018.

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

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

**Financial Arrangements:**

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

Equipment and materials purchased with the Statewide Voluntary Preschool Program Funds are the property of the district. The District will provide 80 subscriptions to Teaching Strategies GOLD for use by the Center.

Hand In Hand Early Care and Education Center will invoice Linn-Mar Community School District on a monthly basis, stating a per pupil cost. Hand In Hand can be reimbursed for up to 80 children, (based on the October 1, 2017 enrollment data) but not to exceed 20 students per session per IQPPS Guidelines. Linn-Mar Community School District will make payments within 30 days after receipt of Hand in Hand Early Care and Education Center invoice. This is based on the nine months from September to May.

The monthly per pupil cost at which Linn-Mar Community Schools will pay Hand In Hand Early Care and Education Center is \$354.92. For this agreement, the total annual distribution to Hand in Hand will not exceed \$255,544.

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

District: Kristi Hicks, Early Childhood Director

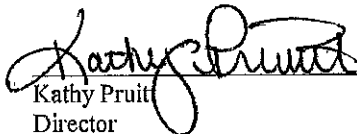
Center: Kathy Pruitt, Director, Hand in Hand Early Care and Education Center

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

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

Hand in Hand Early Care and Education Center

Linn-Mar Community School District

  
Kathy Pruitt  
Director

6/5/18  
Date

\_\_\_\_\_  
Kristi Hicks  
Early Childhood Director Date

\_\_\_\_\_  
Dr. Shannon Bisgard  
Superintendent Date

\_\_\_\_\_  
Sondra Nelson  
Board President Date

# AgVantage FS

Exhibit 705.10

a division of GROWMARK, Inc.

## Firm Fuel Price Contract

Date: 6.2.18

Contract No.: 099186

CONTRACT OFFER IS VOID IF NOT SIGNED AND RETURNED BY: \_\_\_\_\_ 20 \_\_\_\_\_

Account No. 0504840

Linn-marr School of 2999 N. 10th St Marion, IA 52302  
Buyer 911 Address, City, State and ZIP Code

Agrees to purchase from AgVantage FS, a division of GROWMARK, Inc. (Seller) of 1600 8<sup>th</sup> Street SW, Waverly, IA 50677 40,000 gallons of propane.

For Use as: Home Heat \_\_\_\_\_ Dryer \_\_\_\_\_ Livestock \_\_\_\_\_ Commercial \_\_\_\_\_ Product Other auto gas

Pre-Pay Option: Price per gallon \$ \_\_\_\_\_

Buyer agrees to prepay \$ \_\_\_\_\_ toward the purchase of the above product(s) and receipt of said money is hereby acknowledged by Seller. Check # \_\_\_\_\_.

### Contract Option:

The per gallon price is \$ 1.25 per gallon.  
Less \$ 0 per gallon down Down payment due: \$ 0  
Equals \$ 1.25 per gallon billing price (includes tax)

Received \$ \_\_\_\_\_ on Check # \_\_\_\_\_ or Billed on Ticket # \_\_\_\_\_.

- Down Payment is part of the price, NOT in addition to the price. Down payment is non-refundable.

### Terms and Conditions:

1. Buyer agrees to have accepted delivery of all contracted product between

1 of July, 20 18, and 30 of June, 20 19.  
Day Month Day Month

2. Buyer (LP) agrees to be on a Keep-Full status as long as account remains in good standing.
3. All product(s) under this contract shall be delivered to Buyer's storage only for Buyer's account.
4. Seller's posted product price at time of delivery will not change the price of this contract.
5. The final price invoiced to Buyer will be subject to all applicable taxes.
6. Account must be kept current or this contract may be voided at Seller's discretion.
7. If pipeline outage, allocation or circumstances beyond the control of AgVantage FS, Inc. occurs, Seller reserves the right to add additional charges to offset costs incurred associated with the execution of this contract. This may include, but not be limited to, increased costs of transportation.
8. Appropriate charges may be added to receive fuel different than the fuel contracted (ie: # 2 or Diesel to Arctic)
9. Buyer agrees that unused gallons are subject to a cancellation fee equal to the difference of the contracted billing price and the current replacement cost at the end of the contract period.
10. In addition to the foregoing, buyer acknowledges and agrees to be bound by seller's fuel contract terms and conditions included on the reverse side of this Contract.

Please sign and return white copy. Thanks!

Seller: AgVantage FS

Buyer:

Matt Locke  
Salesperson Signature

\* \_\_\_\_\_  
Customer Signature

White Copy - Office Copy

Yellow Copy - Customer Copy

Pink Copy - Salesperson Copy