

**Board Book: October 23, 2017** 

Inspire Learning. Unlock Potential. Empower Achievement.

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

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## **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 being 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.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.



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

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

### **Graduation Requirements: Graduation Requirements**

Linn-Mar High School students are required to earn a minimum of 250 credits in order to graduate. In addition, the following department requirements must be met in order to earn a diploma:

<u>English – 40 credits.</u> Must include English 9 or English I (10 credits each), English II (may opt out if pass English I with a 90% or higher grade), English III or Advanced English III, and one speech/acting course (5 credits).

<u>Mathematics – 30 credits.</u> Must include Algebra (10 credits) or Algebra Fundamentals I <u>and</u> Algebra Fundamentals II (20 credits). Students who successfully complete both semesters of Algebra may not then take Algebra Fundamentals I or Algebra Fundamentals II to fulfill the Algebra or three year Math requirement.

\*Science - 30 credits. Must include General Biology (10 credits) or Fundamentals of Biology I and Fundamentals of Biology II (20 credits), a physical science course (Chemistry, Physics, or Earth and Physical Science) (10 credits). Ten elective credits may include the following vocational/technical offerings: Aquaculture Science, Ag.-Science-Animal, Ag.-Science-Plant, Natural Resources and Ecology, Food Science and Safety, Introduction to Engineering Design, and Principles of Engineering., an earth science course (Earth Science 9 (10 credits), Earth and Space Science (10 credits), or AP Environmental Science (15 credits)), a chemistry course (Applied Chemistry and Physics (10 credits) or Chemistry I (10 credits)), and a physics course (Earth and Space Science (10 credits), Applied Chemistry and Physics (10 credits), Physics I (10 credits), or AP Physics (20 credits)).

\*Social Studies – 30 credits. Must include U.S. History 9 or U.S. History I (10 credits) or AP U.S. History (15 credits), World History (10 credits) or AP World History (15 credits), American Government (5 credits) or AP U.S. Government (10 credits), one social studies elective (5 credits). Introductory Psychology or Sociology (5 credits).

\*Personal Finance – 5 credits. Students must receive credit for Personal Finance (5 credits) or granted a waiver through completion of designated online Financial Literacy course with certificate.

Health/Fitness – 20 credits. Must include Health I (5 credits).

### Proposed changes are in red

### Effect of changes -

- 1. All students would be exposed to all 9-12 Iowa Core Science Standards as required (2018).
- 2. All students would be exposed to all 9-12 Iowa Core Social Studies Standards as required (2020).
- 3. Required credits would remain at 250.
- 4. Prescribed credits would increase from 150 to 155.
- 5. Science:
  - a. number of prescribed credits would remain the same
  - b. coursework would be required in each of four disciplines life science, earth science, chemistry, and physics
- 6. Social Studies:
  - a. number of prescribed credits would remain the same
  - b. elective credits would be replaced with 5 behavioral science credits
- 7. 5 personal finance credits or credit waiver would be required.
- 8. Change in graduation requirements would take effect with the Class of 2022.
- 9. Change in graduation requirements would be (overall) FTE neutral as total required credits would remain at 250.

An FTE increase may be required in Business (to cover Personal Finance) and Science (number of students selecting a path exceeding 30 credits may increase), while other departments could experience a decrease.

<sup>\*</sup>Requirement for Class of 2022 and after.



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

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

### Year 1:

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.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.



## **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	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.
for teaching staff that supports core instruction, interventions and curriculum implementation.	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.
	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.
Curriculum, instruction and assessment demonstrate high expectations for all students.	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
	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.
	Reduce employee workers compensation claims from five- year average info.
Becoming Deliberately Developmental about our staff as we shift from "Human Resources" to "Talent Management".	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.
	Explore opportunities to expand mentor programs for all employee groups and leverage their talent/knowledge to improve our overall performance.
	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.
	Research comprehensive and engaging performance management plans for classified and professional staff.
	Foster a positive, engaging, diverse and inclusive work environment while identifying and responding to the changing needs of the Linn-Mar community.
Cultivate a high achieving performance culture.	Revise recruitment strategy and branding program by late winter (2016-17).
	Always promote a school culture with the belief system of all students can learn.



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

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

### Year 1:

Strategic Initiatives	Measures of Success
	Make school building-level communication the major focus of the communication efforts.
	Provide training to district leaders to address all aspects of the employee life cycle.
	Begin to develop a leadership ladder (succession planning) throughout Linn-Mar in all employee groups with a focus on recruitment and retention.
Strengthen leadership capability throughout Linn-Mar to promote high levels of performance and productivity and sustain excellence.	Identify employee skill gaps, provide opportunity for improvement/workout plan or coaching out (coach up or counsel out).
	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.
	Board Policy Committee to develop and deploy board learning plan and work to strategically align all board committee work under the <u>Strategic Plan</u> .

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.

No updates at this time

## **Board Book: October 23, 2017**



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

Maximize achievement by increasing digital literacy utilizing 21st century digital tools.

### Year 1:

Year 1: Strategic Initiatives	Measures of Success
	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.
Digital Content	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).
- 19.ta.: 3.ta. 3.ta.	2016-17 TICs provide professional development on digital citizenship.
	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.
Digital Equity	Using assessment information, implement the appropriate assistive technology tool(s) for students with special needs in the general education classroom.
	By increasing understanding of assistive technology, promote a culture of individualizing learning needs.
	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.
Digital Pedagogy	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.
	Use annual staff/student/parent/community survey data to determine effective use of school website for consistent district and building level communication.
Digital 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.

Refer to the Strategic Plan for Year 2 Strategic Initiatives and Measures of Success.





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

Maximize achievement by increasing digital literacy utilizing 21st century digital tools.

**Huntley Professional Learning Through Innovation:** Ten high school teachers and two directors attended this professional development opportunity on October 18th. The experience included presentations on:

- Blended Learning
- 1:1 Implementation
- Student Behavior in the Blended Environment: Policy and Procedure
- Student Success in the Blended Environment: The Counselor's Role
- Blended Course Development
- Blended Teacher Training
- Collaboration and Innovation in Middle Schools
- Classroom Visits

Additionally, Huntley students shared their perceptions of Blended Learning during a panel discussion.



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

Enhance engagement opportunities through focused strategic partnerships.

### Year 1:

Strategic Initiatives	Measures of Success
	Investigate and research district administration practices and processes to enable principals to focus more on instructional leadership.
Internal Partnerships	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.
	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.
External Partnerships	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.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.

No updates at this time



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

Construct physical learning environments using fiscally responsible and sustainable practices.

### Year 1:

Strategic Initiatives	Measures of Success
	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.
Facilities Restructure	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.
	Address priority needs to improve district facilities by actively maintaining 10-year facilities and preventative maintenance plan, including identifying energy-saving opportunities.
Facilities Preservation	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.
	Work to optimize resources (buildings, personnel, programs, etc.) to ensure they are utilized efficiently and effectively.
Operational Resource Allocation	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.

Refer to the <u>Strategic Plan</u> for Year 2 Strategic Initiatives and Measures of Success.



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

Construct physical learning environments using fiscally responsible and sustainable practices.

**Board Retreat:** On October 16th the Board of Education and Administrative Cabinet met for a board retreat to review comments and thoughts from the recent bond vote. From this discussion, themes were identified that will be used to guide future communication efforts and the potential bond campaign. The themes identified by the board:

- Plan details too vague
- Tax implication too high
- Image/culture
- Previous decisions
- 2nd high school
- Open enrollment
- Get out the vote

Specific comments shared under each theme are outlined in the <u>Themes/Comments pdf</u>. A survey has been sent to Linn-Mar staff asking for additional feedback regarding the grade-restructuring plan/bond. The Communications Department is also in the process of seeking feedback from Linn-Mar parents and community.

Lastly, the administration will take a look at the 10-year facilities plan. Renovations at the three historic elementary schools remain urgent priorities. The goal will be to identify and outline what renovations can be made in 2018.

**Certified Enrollment Update:** Our annual, certified enrollment process is complete. Our certified enrollment is up over 123 students from the 2016-17 school year. *Certified enrollment is not the number of students that we have attending Linn-Mar schools, it is a count of the number of resident students that live in our district. This number determines the budget allocations the district will receive from the state for the 2018-19 school year. The enrollment trends from previous years are listed below:* 

School Year	Certified Enrollment	Change from previous year
2014-15	7145.24	+202.24
2015-16	7197.94	+52.70
2016-17	7312.54	+114.60
2017-18	7436.18	+123.64



**Finance/Audit Meeting:** On October 18th the Finance/Audit Committee met. This was the first meeting with the new board members attendance. The following items were discussed:

- The Committee Commission was reviewed with new members to note the purpose and responsibilities
  of the Finance/Audit Committee.
- September 2017 financial reports and October 2017 board bills were reviewed.
- Contract from RSP Associates, the district demographer, was discussed noting that it is important for this information to be updated annually to help with long-term planning.
- Contract extension through 2022 from the US Cellular Center for future graduations was discussed.
- Comments from the October 2nd auditor exit interview were reviewed noting the following items:
  - The district disaster recovery plan should be formalized into a working document and reviewed regularly.
  - Auditors tested various credit card transactions and noted that some meal purchases did not appear to be in compliance with district Policy 803.10-R which states: "Meals in the metro area are not reimbursable." Also, at least one credit card purchase was not substantiated by invoice or detailed receipt.
- Follow-up questions from a prior board orientation session were addressed. Topics discussed included tax increment financing, taxable valuations, income surtax, and open enrollment.
- The November Finance/Audit Committee meeting has been cancelled due to the IASB convention.



### **Achievements and Honors:**

**Congratulations to Linn-Mar's OPUS '17 Vocalists:** Forty-five Linn-Mar vocalists are among only 720 from the entire state selected to participate in OPUS 2017 next month in Ames. The Iowa Choral Directors Association sponsors the event, which is made up of four honor choirs of 180 voices each. The choirs include: a 5th/6th Grade Select Honor Choir, a 7th/8th Grade Bass Clef Honor Choir, a 7th/8th Grade Treble Clef Honor Choir, and a 9th grade Mixed Honor Choir.



Congratulations to the following Linn-Mar student participants:

**Elementary:** Josie Brown, Audrey Fitzsimmons, Jacob Jensen, Jude Crandall, Lauren Castor, Kayley Harney, Pyal Hanson, Lilly Walker, Max Lightfoot, Lindsey Corner, Brynlie Peery, Callista Wise, and Adora Spoor.

**Middle School:** Caleb Brock, Owen Schlesinger. Maddie Nuss, Liberty Nyberg, Quinn Dunkle, Eve Christensen, Riley Cronin, Emily Brennom, Alaina Beck, Mara Kehrt, Rachel Dunnwald, Danica Kallas, Isaac Stanger, Kylie Wassmer, Sofia McLaughlin, Alyssa Newport, Dylan Ascher, Kaia Sjobakken, Kamryn White, Ava Macek, Melia Bohn, Kaitlyn Johnson, Eleanor Junk, Hanna Langley, Frances Lausen, and Vivian Shanley.

**9th Grade:** Ella Crumley, Kaitlyn Brunson, Steven Madasu, Casey Walker, Matthew Tofanelli, and Cavan O'Hara.

The selected students will spend November 16th rehearsing with their Honor Choirs. The day will then conclude with a 4:00 PM performance at CY Stephens Auditorium on the Iowa State University Campus.



Congrats to LMHS "Uncommon" Students: Congratulations to Kaleb Cook, Alexa Gormley, and Daniel O'Hara for being honored with The Herbert Hoover Uncommon Student Award. These high school students were presented with the award during a ceremony hosted at the Herbert Hoover Presidential Library and Museum in West Branch, Iowa. All three students received a \$1,000 scholarship. Additional congrats to Kaleb for being awarded a \$5,000 scholarship.

**National School Bus Safety Week:** Linn-Mar takes great pride in assuring the safety of our students every day. This includes transporting bus riders to and from school, on fieldtrips, and to athletic and fine arts competitions. During School Bus Safety Week, we take the opportunity to salute the 78 members of our Transportation Department who covered approximately 615,000 miles last year.





National School Lunch Week: We want to give a huge shout out to the men and women of the Linn-Mar Nutrition Services
Team in observance of National School Lunch Week. At Linn-Mar a group of 84 people, including substitutes, work tirelessly to provide an average of 4,900 lunches and over 500 breakfasts to Linn-Mar students in 11 buildings across the district each school day! Today's school lunches must meet strict nutrition standards including limits on calories, sodium, and unhealthy fats.
Nationwide, thanks to the National School Lunch Program, more than 30 million students enjoy healthy lunches.



Student of the Week (Oct. 12th): Congratulations to Josh King for being selected as the Marion Times Student of the Week. Josh is a senior at Linn-Mar High School and his academic interests include math and English. Josh said "I'm interested in studying business." Throughout his time at Linn-Mar Josh has been involved in cross country, St. Joseph's Catholic Youth group, and Iowa BIG. He has also been a Ruff Room Writing Center tutor and a boys' tennis manager. While at Linn-Mar, Josh has received academic letters of distinction, Leadership for Five Seasons, American Legion Hawkeye Boys State, and National Council on Youth Leadership.





**School Student of the Week (Oct. 5th):** Congratulations to Abbey Fitzsimmons for being selected as the *Marion Times* Student of the Week. Abbey is a senior at Linn-Mar High School and her academic interests include science classes, especially biology. Abbey said "I also really like learning about history, Spanish and English." Throughout her time at Linn-Mar Abbey has been involved in 10th Street Show choir, FBLA, Key Club, Model UN, and Student Advisory Council. While at Linn-Mar, Abbey has been a National Merit semifinalist, received academic

letters of distinction for three years, and National Honor Society.

**Boys' Varsity Baseball Coach:** Congratulations to Kyle Rodenkirk for being named Boys' Varsity Baseball Coach for the 2018 season. Rodenkirk comes to the district via Jefferson High School where he coached the team to a record 116-79 (.595).

Mayor AbouAssaly Visits Oak Ridge: The 7th graders at Oak Ridge had the honor of meeting with Marion Mayor, Nick AbouAssaly, as he shared insights into his role and responsibilities to the City of

Marion. The students will use the information shared by Mayor AbouAssaly to help them complete essays for a contest entitled, *If I Were Mayor*.





### **Linn-Mar Homecoming Queen and King:**

Congratulations to Sydney Von Lehmden and Tyler Green for being named the 2017 Homecoming Queen and King.

**Coffee & Conversation:** The Linn-Mar Board of Education invites friends and families of the district to stop by Excelsior Middle School on Saturday, November 4th for coffee and conversation. The event begins at 8:30 AM and is a great opportunity for folks to chat with Superintendent Shepherd and board members regarding current district events.

# Memorandum

**To:** Linn-Mar Board of Education, Dr. Quintin Shepherd, Superintendent

Jeff Gustason, Principal

**Date:** 10/16/2017

From:

**Re:** Early Graduation

The following student has applied for early graduation at the end of 1<sup>st</sup> Quarter in October, 2017:

Seth Williams (COMPASS)

This student has a post-secondary education plan in place that has been developed with the Linn-Mar High School counseling and COMPASS staffs. This student is on track to meet or exceed Linn-Mar's requirements for graduation by the end of this 1<sup>st</sup> Quarter and he will be reporting for boot camp at the end of the month in the U.S. Marine Corps.

I recommend the approval of this request pending the successful completion of current course work.



## Inspire Learning. Unlock Potential. Empower Achievement.

## Linn-Mar Community School District Board of Education Work Session Minutes October 9, 2017

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

President Nelson called the meeting to order at 5:00 PM. Roll was taken. Present: AbouAssaly, Anderson, Isenberg, Lausen, Nelson, Wall and Weaver.

### 200: Adoption of Agenda Motion 011-10-09

Motion AbouAssaly, second Weaver to approve the agenda. Voice vote. All ayes.

### 300: Work Session

### 301: Booster Club

Pete King, Linn-Mar Booster Club President, gave a summary of the Booster Club finances for 2016-17. The club had a total income of \$285,178.68 with a gross profit of \$166,613.65. The Booster Club funded over \$120,000 to the district. The allocation for 2017-18 is \$172,079.

### 302: Grant Wood Area Education Agency

GWAEA Chief Administrator Joe Crozier, GWAEA President Jim Green, and GWAEA Regional Administrator Jill Weigel shared information on the services that Grant Wood provides to the district and how the funding flows to the AEA from the state.

### 303: Board Orientation Session II

Associate Superintendent Shannon Bisgard, Executive Director of Student Services Leisa Breitfelder, and members of the Teaching & Learning Department presented an overview of their roles and responsibilities as part of the orientation for new board members. Highlights also included information on current and upcoming projects. Due to time constraints, information on innovations and enrollment will be presented at a later date.

### 304: Board Learning

Due to time constraints the board did not share in board learning.

### 400: Adjournment Motion 012-10-09

Motion Weaver, second Anderson to adjourn at 6:47 PM. Voice vote. All ayes.

Sondra Nelson, Board President
Angie Morrison, Board Secretary



## Inspire Learning. Unlock Potential. Empower Achievement.

## Linn-Mar Community School District Board of Education Regular Meeting Minutes October 9, 2017

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

President Nelson called the meeting to order at 7:00 PM. Roll was taken. Present: AbouAssaly, Anderson, Isenberg, Lausen, Nelson, Wall, and Weaver.

### 200: Adoption of the Agenda Motion 013-10-09

Motion AbouAssaly, second Weaver to approve the agenda as presented. Voice Vote. Motion carried.

300: Recognitions/Proclamations

**400: Audience Communications** 

500: Resolutions/Opening Bids/Public Hearings

### **600: Informational Reports**

601: Marion City Council

Wall reported on pertinent items from the October 5<sup>th</sup> Marion City Council meeting.

602: Board Visit

Board members shared highlights of their October 6<sup>th</sup> visit to Indian Creek Elementary.

603: Board Book Exhibit 603.1

Superintendent Shepherd discussed several items from the *Board Book*. The election summary reflected 20% of voters were ages 39 and under and that 42% were over 60 years old. Shepherd also commented on the achievements and honors listed.

### **700: Unfinished Business**

701: Approval and Signing of *Board Operations Manual Motion 014-10-09*Refer to Exhibit 304.1 Motion AbouAssaly, second Lausen to approve the *Board Operations Manual* as presented. Isenberg commented that he would like the next version to include a clarification that board members should remain neutral in all board elections. Voice vote. All ayes. Motion carried.

### 800: New Business

801: First Reading of Policy Recommendations *Motion 015-10-09*Motion AbouAssaly, second Anderson to approve the first reading of the recommendations as presented. Voice vote. All ayes. Motion carried

- IASB Policy Recommendation Changes:
- 105.1 Equal Education Opportunity Revised
- 105.1-R Administrative Regulations for Equal Education Opportunity Grievance Procedures Revised
- 105.1-E1 Annual Notice of Non-Discrimination Revised
- 105.1-E2 Grievance Form for Complaints of Discrimination/Non-Compliance Deleted
- 105.1-E2 Continuous Notice of Non-Discrimination New

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Notice of Section 504 Student and Parental Rights - New
105.1-E3
105.1-E4
           Complaint Form-Discrimination/Anti-Bullying/Anti-Harassment – New
           Witness Disclosure Form - New
105.1-E5
105.1-E6
           Disposition of Complaint Form - New
Review of Policy Series 500 thru 503.12 and 504.31-504.31-E1
        500.1
                  Objectives for Equal Education Opportunities
                  Compulsory Attendance - Revised
        501.1
    0
                  Entrance Admissions
        501.2
    0
        501.3
                  Attendance Center Assignment
    0
                  Student Attendance Record
        501.4
    0
        501.5
                  Resident Students
    0
        501.6
                  Non-Resident Students
    0
        501.7
                  Foreign Exchange Students
    0
        501.9
                  Student Transfers In
    0
        501.10
                  Student Transfers Out or Withdrawals - Revised
    0
    0
        501.11
                  Student Absences Excused
        501.12
                  Truancy Unexcused Absences
    0
                  Student Release During School Hours
    0
        501.13
                  Students of Legal Age
        501.14
    0
                  Homeless Children and Youth
        501.15
        501.15-R Administrative Regulations Regarding Homeless Children and Youth
    0
                  Student Conduct - Revised
        502.1
    0
        502.1-R Administrative Regulations Regarding Student Conduct
    0
        502.2
                  Expulsion - Revised
    0
        502.2-R Administrative Regulations Regarding Expulsion
    0
        502.3
                  Prohibition of Tobacco/Nicotine, Alcohol and Drugs
    0
        502.3-R Administrative Regulations Regarding Prohibition of Tobacco/Nicotine, Alcohol & Drugs
    0
        502.4
                  Search and Seizure
    0
        502.4-R Administrative Regulations Regarding Search and Seizure
    0
                  Search and Seizure Checklist
        502.4-E
        502.5
                  Co/Extra-Curricular Conduct
        502.5-R1 Administrative Regulations Regarding Co/Extra-Curricular Conduct
        502.5-R2 Administrative Regulations Regarding Co/Extra-Curricular Conduct
        502.5-R3 Administrative Regulations Regarding Co/Extra-Curricular Conduct
                  High School Academic Eligibility Co/Extra-Curricular Activities - Revised
        502.6
    0
        502.7
                  Corporal Punishment
    0
        502.8
                  Weapons
    0
        502.8-R Administrative Regulations Regarding Weapons
    0
        502.9
                  Student Appearance
    0
        502.10
                  Care of School Property/Vandalism
    0
                  Freedom of Expression
    0
        502.11
        502.12
                  Student Complaints and Grievances
    0
                  Student Lockers
    0
        502.13
        503.1
                  Student Government
                  Student Organizations
        503.2
                  Student Publications
        503.3
    0
        503.3-R
                  Administrative Regulations Regarding Student Publications
    0
        503.4
                  Student Activity Program
    0
        503.5
                  Reserved Time for Non-School Student Activities
    0
        503.6
                  Attendance at Events Outside of School
    0
        503.7
                  Honors and Awards
    0
        503.8
                  Intramural Activities
    0
        503.10
                  Student Travel
    0
                  Public Performances by Students
    0
        503.11
                  Contests for Students/Honor Recognitions for Students
        503.12
    0
                    Administration of Medication to Students - Revised
        504.31
    0
        504.31-E1 Medication Permission Form - Revised
```

105.1-E3 Grievance Documentation Form - Deleted

### 802: Open Enrollments *Motion 016-10-09*

Motion Wall, second AbouAssaly to approve the open enrollment requests as presented. Decision was made for the board to have a discussion regarding clarification of open enrollment procedures at a future meeting. Voice vote. All ayes. Motion carried.

**Approved In** 

Name	Grade	Residing District	Reason	
Yonkovic, Sydney	3 <sup>rd</sup>	Marion Independent	Good Cause	

**Approved Out** 

Name	Grade	Receiving District	Reason
Coghlan, Devin	9 <sup>th</sup>	Marion Independent	Good Cause

### 900: Consent Agenda

901: Personnel

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Bragg, Ashley	OR: ASSIST Student Support Associate	10/2/17	LMSEAA II, Step 6
Del Toro, Martha	LG: Part-time Student Support Associate	10/2/17	LMSEAA II, Step 6
Kern, Danielle	WE: From Student Support Associate to Para-Professional	10/2/17	LMSEAA V, Step 10

Extra-Curricular: Assignment/Reassignment/Transfer

	,		
Name	Assignment	Dept Action	Salary Placement
Evans, Tristan	HS: Assistant Boys' Varsity Track	9/29/17	\$2,840
Finnerty, Michael	HS: Assistant Boys' Varsity Track	9/29/17	\$2,840
Senters, Travis	HS: Assistant Boys' Varsity Track	9/29/17	\$2,840
Walsh, Rodger	EX: Assistant 8 <sup>th</sup> Gr Football Coach	8/16/17	\$2,840

902: Approval of September 25th Minutes Exhibit 902.1

903: Approval of October 2nd Orientation Session I Minutes Exhibit 903.1

904: Approval of October 6<sup>th</sup> Board Visit Minutes Exhibit 904.1

905: Approval of Bills Exhibit 905.1

### 906: Approval of Contracts

Exhibits 906.1-11

- 1. Upper Iowa University for student teacher placement for the 2017-18 school year.
- 2. Application license agreement with CrisisGo for the use of their comprehensive emergency planning and communications platform applications and software.
- 3. Agreement with School Administrators of Iowa (SAI) for mentoring and induction programs/services for new administrators if/when appropriate per § Chapter 284A.5.
- 4. Commercial licensing agreement with Laura Mills, Sales Manager with Pel Industries.
- 5. Commercial licensing agreement with Michael Hatcher, Owner of MH Advertising.
- 6. Commercial licensing agreement with Kyle Simon, Account Manager with Kollegetown Sports.
- 7. Independent contractor agreement with Davis Churchman to provide show choir choreography services.
- 8. Independent contractor agreement with Alexis Robson to provide choreography for the Hi-Style Show Choir.
- 9. Independent contractor agreement with Gary Hoobler to provide piano accompaniment for the Indian Creek Elementary music concerts.
- 10. Independent contractor agreement with Amy Phelps to provide weekly student orchestra lessons at Oak Ridge Middle School.
- 11. Contract with Seesaw for Schools for use of their software for the 2017-18 school year.
- 12. Interagency agreement for Special Education services with Cedar Rapids CSD (2), Center Point Urbana CSD (1), College CSD (1), Iowa City CSD (1), and Waterloo CSD (1). To protect student confidentiality, no exhibits provided.

### 907: Fieldtrip Requests

Exhibits 907.1-2

- 1. Request for the LMHS Student Council to attend the State Leadership Conference in Des Moines on October 29-30, 2017. *Request submitted by Honey Sue Heater.*
- 2. Request for the FBLA to attend the National Leadership Conference in St. Louis, Missouri on November 10-12, 2017. *Request submitted by Dana Lampe.*

### 908: 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 the Linn-Mar website. *No items listed at this time.* 

### 909: Approval of the Consent Agenda Motion 017-10-09

Motion AbouAssaly, second Wall to approve the consent agenda. Voice vote. Motion carried.

### **1000: Communications**

### 1001: Board Communications

The board reviewed the IASB Convention schedule and other calendar items. Weaver attended the Homecoming concert and enjoyed it. AbouAssaly has meetings schedule with area legislators. Isenberg encouraged board members to visit Iowa BIG.

### 1002: Calendar

Date	Time	Event	Location
October 16 <sup>th</sup>	1:00 PM	Board Orientation Session II	Boardroom
October 16 <sup>th</sup>	4:30 PM	Board/Cabinet Retreat	Boardroom
October 17 <sup>th</sup>	9:00 AM	IASB Employee Relations Conference	Altoona, IA (Registration Required)
October 18 <sup>th</sup>	7:30 AM	Finance/Audit Committee	Rm 203-Finance/Tech Conference Rm
October 19 <sup>th</sup>	5:30 PM	Marion City Council	City Hall
October 20 <sup>th</sup>	Noon	Board Visit	Echo Hill Elementary
October 23 <sup>rd</sup>	5:00 PM	Board Work Session	Boardroom
	7:00 PM	Board Regular Meeting	
Date	Time	Event	Location
November 3 <sup>rd</sup>	Noon	Board Visit	High School
November 4 <sup>th</sup>	8:30 AM	Coffee & Conversation	Excelsior Middle School
November 6 <sup>th</sup>	5:00 PM	Board Work Session	High School Lecture Hall
	7:00 PM	Board Regular Meeting	
November 9 <sup>th</sup>	5:30 PM	Marion City Council	City Hall
November 15-	All Day	IASB Annual Conference	Des Moines
16th			
November 16 <sup>th</sup>	7:30 AM	Finance/Audit Committee	Rm 203-Finance/Tech Conference Rm
November 20 <sup>th</sup>	5:00 PM	Board Work Session	Boardroom
	700 PM	Board Regular Meeting	

### 1003: Committees/Advisories

Committees/Advisories	Board/Administrative Participants
Finance/Audit Committee	Anderson, Shepherd, Morrison, AbouAssaly, Lausen, Wall
Policy/Governance Committee	Shepherd, Morrison, Anderson, Isenberg, Weaver
Career & Technical Education Advisory	Bisgard, Wall
Committee	
School Improvement Advisory Committee	Bisgard, AbouAssaly
Community Collaboration Advisory Committee	Shepherd, Nelson
Iowa BIG Board	Shepherd, Isenberg

1100: Adjournment Motion 018-10-09  Motion AbouAssaly, second Wall to adjourn at 7:30 PM.	Voice vote. All ayes. Motion carried.
	Sondra Nelson, Board President
	Angie Morrison, Board Secretary  Minutes submitted by Angie Morrison



## Inspire Learning. Unlock Potential. Empower Achievement.

### Linn-Mar Community School District Board of Education Orientation Session Minutes October 16, 2017

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

President Nelson called the meeting to order at 1:09 PM. Roll was taken and a quorum established. Present: Anderson, Lausen, Wall, and Nelson. Absent: AbouAssaly, Isenberg, and Weaver

### 200: Adoption of the Agenda Motion 019-10-16

Motion Wall, second Lausen to approve the agenda as presented. Voice Vote. Motion carried.

### 300: Orientation Session III

### 301: Curriculum and Enrollment Review

Bob Read and Shannon Bisgard shared additional information from the Teaching & Learning Department on innovations, integration of technology in learning, Iowa BIG, homework, and Professional Learning Communities (PLC).

### 302: Finances/Operations/Technology/Personnel

Brian Cruise and Stacy Fish gave updates on the Transportation Department and Nutrition Services. JT Anderson provided information form the Operations and Maintenance Department and began the school finance section of the orientation session. Due to time constraints, the remainder of the information will be shared at a later date, including the sections from Technology and Human Resources.

### 400: Adjournment *Motion 020-10-16*

Motion Lausen, second Wall to adjourn at 2:51 PM. Voice vote. Motion Carried.

Sondra Nelson, Board President
Angie Morrison, Board Secretary
Angle Mornson, Board Secretary
Minutes submitted by Angie Morrison



## Linn-Mar Board of Education Retreat Minutes October 16, 2017

### 100: Call to Order

President Nelson called the retreat to order at 4:30 PM. Roll was taken and a quorum established. Present: Anderson, Lausen, Wall, Nelson, AbouAssaly, and Isenberg. Absent: Weaver.

### 200: Adoption of Agenda 021-10-16

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

### **300: Board Retreat**

### 301: Introduction

Superintendent Shepherd gave a brief introduction and outline of the board retreat.

### 302: Communications/Brainstorming/Analysis

Board members, administrators, and OPN representatives participated in a brainstorming session on the feedback received from the bond campaign.

### 303: Overview of Next Steps

Superintendent Shepherd shared a brief overview of the next steps pertaining to the bond campaign. Meetings with OPN Architects will begin in the next few weeks.

### 400: Adjournment *Motion 022-10-16*

Motion Lausen, second AbouAssaly to adjourn the retreat at 5:55 PM. Voice vote. Motion carried.

Sondra Nelson, Board President
 Angie Morrison, Board Secretary

Minutes submitted by Angie Morrison

Plan Details Too Vague	Tax Implication Too High	Image/Culture	<b>Previous Decisions</b>	2nd HS	Open Enrollment	Get Out The Vote
Long term Facility Plan?	Taxes too high	make administration look	(Stadium & Aquatic Center)	period.	Close Open Enrollment	bond would pass
bond money will be spent	Total amount of bond	Trust	Aquatic Center/Stadium	2nd HS	problem solved	didn't vote
Communication plan	increase (with high existing	\$ of the plan	didn't add capacity (causes	needs	issue	Lack of support
buildings not clear	expenditures (Stadium,	Trust	Aquatic Center/Stadium	Plan for 2nd HS	overcrowding	to vote
Marketing of bond	Cost/taxes	No plan "B" if bond fails	about past decisions they	HS plans not included	Open enrollment	deterred
8th elementary	Too much money	contract/handbook)	historical expenditures	2nd HS	reductions	awareness/grass roots
plan for HS students	Taxes already too high	"Kids first" culture needed	to other areas vs. schools	address	in	More Vote Yes signage
replacement building or	Taxes too high	unsettled	decisions got out and voted	(bond didn't address)	decrease growth rate	
bond	Higher taxes	Trust	latent "no" or assumed	We need a 2nd HS		
The plan changed quickly	real dollar amount in	payer dollars wisely	priority ahead of	2nd HS		
process	spending buckets apply to	Lack of trust in leadership	HS renovations	LRC/Aquatic Center proves		
motivation/planning not	afford rate	I thought it would pass	Aquatic Center/Stadium			
during and after plans	Tax excessive	Administration	Facilities too nice			
closing/repurpose	higher taxes/getting	understanding elements of	on previous work done			
Timeline	high tax levy due to the	Lack of trust by staff	HS remodel			
enough for historic	bond vote	change from 8/9 building	to heavily			
what the real need is for us	Rockwell announcement	did not feel including in	responsible with projects			
of the bond campaign	"Waterloo" news story	direction from original	Center Stadium (resource			
participate			the past			
How long will this last us?			not worth the amount			
(not specific enough)						
Plan kept changing						
be spent for each building						
diverse enough						
enough						
needs we face in the short						
Lack of communication						
how money would be						
benefit of Middle School in						

IA - Warrants Paid Listing		_	<u>riteria</u> 0/06/2017 - 10/19/20
Fiscal Year: 2017-2018		Date Kallye.	3/00/2017 - 10/19/20
Vendor Name	Description		Check Total
Fund: Aquatic Center			
BLACK HAWK SWIMMING ASSOCIATION	GENERAL SUPPLIES		\$505.00
IOWA SWIMMING, INC (DES MOINES)	GENERAL SUPPLIES		\$1,810.00
RECREONICS, INC	GENERAL SUPPLIES		\$756.21
UNIVERSITY OF IA	GENERAL SUPPLIES		\$505.00
USA SWIMMING/IOWA SWIMMING, INC	GENERAL SUPPLIES		\$38.00
Fund: GENERAL		Fund Total:	\$3,614.21
A-1 PRECISION SHARPENING	INSTRUCTIONAL SUPPLIES		\$231.15
ABLENET, INC	INSTRUCTIONAL SUPPLIES		\$209.00
ACME TOOLS	GENERAL SUPPLIES		\$526.15
ACTIVELY LEARN INC	INSTRUCTIONAL SUPPLIES		\$1,390.00
ADVANCE AUTO PARTS	TRANSP. PARTS		\$368.59
AGVANTAGE FS	GASOLINE		\$3,419.80
AIRGAS NORTH CENTRAL	MAINTENANCE SUPPLIES		\$448.03
ALL INTEGRATED SOLUTIONS	TRANSP. PARTS		\$15.43
ALLIANT ENERGY	ELECTRICITY		\$90,111.73
AMBROSY TODD	OFFICIAL/JUDGE		\$114.00
AMERICAN SPECIALTIES	INSTRUCTIONAL SUPPLIES		\$724.00
ANDERSON, JT	TRAVEL		\$109.20
AOSNC, LLC	TECH REPAIRS		\$1,075.00
APPLE COMPUTER INC	COMP/TECH HARDWARE		\$1,809.00
APPLE COMPUTER INC	EQUIPMENT >\$1999		\$6,930.00
ASCD	STAFF WORKSHP/CONF		\$5,500.00
ATTAINMENT COMPANY INC	INSTRUCTIONAL SUPPLIES		\$29.00
AUTO-JET MUFFLER	TRANSP. PARTS		\$925.95
BARRY DEBRA	TRAVEL		\$118.60
BISGARD SHANNON	TRAVEL		\$15.60
BLAIR, MICHELLE	Professional Educational Service	s	\$100.00
BLOCKHUS ROBERT	OFFICIAL/JUDGE		\$57.00
BP	GASOLINE		\$145.40
BRAY MELISSA	TRAVEL		\$26.91
BRECKE	OTHER PROFESSIONAL		\$1,450.00
BRODART SUPPLY	GENERAL SUPPLIES		\$28.48
BROWN PHILIP	TRAVEL		\$2.57
BURDT SAM	OFFICIAL/JUDGE		\$114.00
BURGESS GAYLA	TRAVEL		\$11.70
C.J. COOPER & ASSOCIATES	DRUG TESTING		\$516.00
C.R. GLASS CO	REPAIR/MAINT SERVICE		\$296.96
C.R. GLASS CO CALCARA MARILYN	TRAVEL		\$19.62
CAPITAL SANITARY	INSTRUCTIONAL SUPPLIES		\$28.44
CARROLL CONSTRUCTION SUPPLY	REPAIR PARTS		\$723.89
CEDAR RAPIDS COMM SCH DIST	PROF SERV: EDUCATION		\$219.72
CEDAR RAPIDS COMM SCH DIST	TUITION IN STATE		\$440.93
CEDAR RAPIDS COMM. SCHOOL/RW	INSTRUCTIONAL SUPPLIES		\$10,182.48
CEDAR IVA IDO COMIN. CONCODITA	wall & Chaple PaidListing	2017 3 10	Page

- Warrants Paid Listing	<u>Criteria</u>			
Fiscal Year: 2017-2018 Date Range: 10/06/2017 - 10/19/2017				
Vendor Name	Description	Check Total		
CEDAR VALLEY WORLD TRAVEL	RENTALS EQUIPMENT	\$2,790.00		
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$2,627.42		
CENTURYLINK	TELEPHONE	\$2,970.05		
CHAD LIND	OFFICIAL/JUDGE	\$57.00		
CHIROPRACTIC OF IOWA	PHYSICALS	\$90.00		
CHRISTIAN KARLA	TRAVEL	\$114.27		
CITY LAUNDERING COMPANY	GENERAL SUPPLIES	\$329.56		
CITY LAUNDERING COMPANY	INSTRUCTIONAL SUPPLIES	\$200.50		
CITY LAUNDERING COMPANY	LAUNDRY SERVICE	\$257.78		
CLARIDGE PRODUCTS & EQUIPMENT, INC	MAINTENANCE SUPPLIES	\$135.00		
CLARK SECURITY PRODUCTS INC	MAINTENANCE SUPPLIES	\$260.16		
COLLINS SPORTS MEDICINE	INSTRUCTIONAL SUPPLIES	\$751.13		
COLTON KRISTI	TRAVEL	\$29.13		
CONNOLLY, WILLIAM	OFFICIAL/JUDGE	\$57.00		
COOKSLEY DAWN	TRAVEL	\$23.01		
CORRIN CALVIN	OFFICIAL/JUDGE	\$57.00		
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$50.00		
CR/LC SOLID WASTE AGENCY	MAINTENANCE SUPPLIES	\$52.00		
CRESCENT ELECTRIC	MAINTENANCE SUPPLIES	\$1,054.22		
CRISIS GO, INC	OTHER PROFESSIONAL	\$14,600.00		
CROELL REDI-MIX INC	GROUNDS UPKEEP	\$866.25		
DAVID J. PHILIPP	OFFICIAL/JUDGE	\$60.00		
DECKER EQUIPMENT	INSTRUCTIONAL SUPPLIES	\$382.72		
DEMCO	GENERAL SUPPLIES	\$307.40		
DENNIS COMPANY	REPAIR PARTS	\$296.69		
DODGE JOHN	OFFICIAL/JUDGE	\$70.00		
EDVOTEK	INSTRUCTIONAL SUPPLIES	\$308.00		
EMC INSURANCE	PROF SERV: EDUCATION	\$20.00		
EMSLRC	INSTRUCTIONAL SUPPLIES	\$136.00		
ENTERPRISE	RENTALS EQUIPMENT	\$2,139.99		
EWELL EDUCATIONAL SERVICES	INSTRUCTIONAL SUPPLIES	\$295.00		
FAMILY & CHILDREN'S SERVICES	INSTRUCTIONAL SUPPLIES	\$1,000.00		
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$240.99		
FASSELIUS CASEY	TRAVEL	\$17.94		
		·		
FINK KEVIN	OFFICIAL/JUDGE INSTRUCTIONAL SUPPLIES	\$60.00 \$828.00		
FOLLETT SCHOOL SOLUTIONS, INC		·		
FOLLETT SCHOOL SOLUTIONS, INC	LIBRARY BOOKS	\$2,821.95 \$57.00		
FONTENOT JOSEPH	OFFICIAL/JUDGE	\$57.00 \$57.00		
FRIDAY MATT	OFFICIAL/JUDGE	\$57.00 \$7.00		
FRY KEVIN	TRAVEL	\$7.80 \$133.68		
GAZETTE COMMUNICATIONS INC	ADVERTISING	\$133.68		
GORDAN FREEMAN	OFFICIAL/JUDGE	\$57.00		
GRANT WOOD AEA	GENERAL SUPPLIES	\$1.70		
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$998.53		

## IA - Warrants Paid Listing

<u>Criteria</u>

Date Range: 10/

10/06/2017 - 10/19/2017

Fiscal	Year.	2017-2018

Vendor Name	Description	Check Total
GRANT WOOD AEA	STAFF WORKSHP/CONF	\$360.00
GRAVERT GREG	OFFICIAL/JUDGE	\$114.00
GREAT POTENTIAL PRESS, INC	INSTRUCTIONAL SUPPLIES	\$208.45
GRIFFITHS FRED	OFFICIAL/JUDGE	\$57.00
GRIGGS MUSIC INC	EQUIPMENT REPAIR	\$283.00
GRIGGS MUSIC INC	INSTRUCTIONAL SUPPLIES	\$81.00
HAND-IN-HAND PRESCHOOL	PROF SERV: EDUCATION	\$28,089.60
HARRINGTON, CARMEN	PROF SERV: EDUCATION	\$162.50
HART HAROLD	OFFICIAL/JUDGE	\$57.00
HARTWIG AMY	OFFICIAL/JUDGE	\$60.00
HARTWIG RON	OFFICIAL/JUDGE	\$57.00
HEARTLAND HOME CARE, INC	PROF SERV: EDUCATION	\$7,693.50
HICKS KRISTI	TRAVEL	\$51.71
HOGLUND BUS CO. INC	TRANSP. PARTS	\$1,920.54
HOUGHTON MIFFLIN HARCOURT	INSTRUCTIONAL SUPPLIES	\$2,094.90
HY-VEE FOOD STORE-8555	INSTRUCTIONAL SUPPLIES	\$201.75
HY-VEE FOOD STORE-8556	GENERAL SUPPLIES	\$90.61
HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES	\$400.48
IACTE	STAFF WORKSHP/CONF	\$100.00
ICONNECT CORP	PROF SERV: EDUCATION	\$576.00
IMON COMMUNICATIONS LLC	TELEPHONE	\$7,659.12
IN TOUCH RECEIPTING	DATA PROCESSING AND	\$450.00
INTERSTATE ALL BATTERY CENTER	MAINTENANCE SUPPLIES	\$225.60
IOWA DEPT OF NATURAL RESOURCES	DUES AND FEES	\$134.00
IOWA HSAP	DUES AND FEES	\$60.00
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$1,960.45
IOWA SCHOOL COUNSELOR ASSOCIATION	DUES AND FEES	\$250.00
IOWA SCHOOL FOR THE DEAF	INSTRUCTIONAL SUPPLIES	\$67.50
IOWA-ILLINOIS INSULATION INC	OTHER PROFESSIONAL	\$1,655.00
IPEVO INC.	INSTRUCTIONAL SUPPLIES	\$123.05
ISFIS	OTHER PROFESSIONAL	\$915.00
KEEL JOHN W	OFFICIAL/JUDGE	\$70.00
KOENEN KARLA	TRAVEL	\$25.39
KRETSCHMAR KELLY	TRAVEL	\$107.64
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$59.93
LASER RESOURCES, LLC	Copies	\$10,035.84
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$70.86
LEARNING A-Z	INSTRUCTIONAL SUPPLIES	\$183.25
LEMMER BARBARA	GASOLINE	\$124.79
LETTER PERFECT	INSTRUCTIONAL SUPPLIES	\$43.65
LINN COUNTY REC	ELECTRICITY	\$24,930.63
LINN-MAR NUTRITION SERVICES	INSTRUCTIONAL SUPPLIES	\$47.08
LITERACY RESOURCES, INC	INSTRUCTIONAL SUPPLIES	\$234.97
LUCK'S MUSIC LIBRARY	INSTRUCTIONAL SUPPLIES	\$60.20
LYNCH DALLAS, P.C.	LEGAL SERVICES	\$52.50

## IA - Warrants Paid Listing

Date Range: 10

<u>Criteria</u>

10/06/2017 - 10/19/2017

Fiscal Year: 2017-2018

Vendor Name	Description	Check Total
LYNCH FORD	REPAIR/MAINT SERVICE	\$590.00
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$20.00
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	(\$61.49)
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	\$152.00
MAKE MUSIC INC	INSTRUCTIONAL SUPPLIES	\$140.00
MARION IRON CO.	INSTRUCTIONAL SUPPLIES	\$336.52
MARION IRON CO.	MAINTENANCE SUPPLIES	\$16.62
MARION JANITORIAL SUPPLY CO	GENERAL SUPPLIES	\$36.38
MARION WATER DEPT	WATER/SEWER	\$9,415.37
MCMASTER-CARR	MAINTENANCE SUPPLIES	\$49.21
McSWEENEY, CHRISTINE	TRAVEL	\$91.18
MENARDS -13127	GENERAL SUPPLIES	\$83.72
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$148.29
MERCYCARE COMMUNITY PHYSICIANS	OTHER PROFESSIONAL	\$1,008.00
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$8,670.56
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	(\$23,935.33)
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$21,700.69
METRO MARCHING BAND CLASSIC	MISC REVENUE	\$832.00
MICHAEL POWNELL	OFFICIAL/JUDGE	\$70.00
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$4,300.18
MIDWEST COMPUTER PRODUCTS	INSTRUCTIONAL SUPPLIES	\$225.00
MINDWING CONCEPTS INC	INSTRUCTIONAL SUPPLIES	\$214.95
MIRACLE RECEATION EQUIPMENT	INSTRUCTIONAL SUPPLIES	\$3,906.00
MORRISON ANGIE	TRAVEL	\$29.25
MOVIE LICENSING USA	INSTRUCTIONAL SUPPLIES	\$447.00
MULLER CATHERINE .	TRAVEL	\$47.81
NASCO	INSTRUCTIONAL SUPPLIES	\$388.84
O'BRIEN LYNN	TRAVEL	\$20.36
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$1,610.96
OHNEMUS JACLYN	INSTRUCTIONAL SUPPLIES	\$128.00
ORKIN PEST CONTROL	Pest Control	\$515.00
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$1,700.39
PERFORMANCE THERAPIES, P.C.	INSTRUCTIONAL SUPPLIES	\$2,446.50
PITTSBURGH PAINTS	MAINTENANCE SUPPLIES	\$51.00
PORTOJONNY	INSTRUCTIONAL SUPPLIES	\$171.53
QUILL CORPORATION	INSTRUCTIONAL SUPPLIES	\$432.98
READING READING BOOKS, LLC	INSTRUCTIONAL SUPPLIES	\$93.50
REALLY GOOD STUFF INC	INSTRUCTIONAL SUPPLIES	\$60.91
REAMS SPRINKLER SUPPLY	REPAIR PARTS	\$446.39
REDEXIM TURF PRODUCTS	REPAIR PARTS	\$1,924.99
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$110.62
REPUBLIC SERVICES	GARBAGE COLLECTION	\$4,593.37
RITCHIE PHIL	OFFICIAL/JUDGE	\$60.00
ROCHESTER ARMORED CAR CO INC	GENERAL SUPPLIES	\$615. <del>6</del> 8
ROSS WILLIAM	OFFICIAL/JUDGE	\$57.00

## IA - Warrants Paid Listing

<u>Criteria</u>

Date Range:

10/06/2017 - 10/19/2017

Vendor Name	Description		Check Total
RYAN KEVIN	TRAVEL		\$31.51
SADLER POWER TRAIN	TRANSP. PARTS		\$335.92
SAM'S CLUB	DUES AND FEES		\$45.00
SAM'S CLUB	INSTRUCTIONAL SUPPLIES		\$89.76
SCHLEGEL MATTHEW	OFFICIAL/JUDGE		\$70.00
SCHLEGEL SCOTT	OFFICIAL/JUDGE		\$140.00
SCHOLASTIC MAGAZINE	INSTRUCTIONAL SUPPLIES		\$511.28
SCHOOL ADMINISTRATORS OF IOWA	DUES AND FEES		\$789.00
SCHOOL HEALTH CORP	GENERAL SUPPLIES		\$499.82
SCHULT BARBARA	TRAVEL		\$52.12
SCHULTZ STRINGS INC	EQUIPMENT REPAIR		\$927.34
SERVICEMASTER FIVE SEASONS JANITORIAL	OTHER PROFESSIONAL		\$561.75
SOURCE ONE LOGOS	INSTRUCTIONAL SUPPLIES		\$2,228.50
STEVEN RUCKER	OFFICIAL/JUDGE		\$70.00
STOREY KENWORTHY	INSTRUCTIONAL SUPPLIES		\$10,994.80
SYMMONDS MARY	TRAVEL		\$116.22
SYSTEMS UNLIMITED, INC.	PROF SERV: EDUCATION		\$1,790.25
TASKS GALORE PUBLISHING INC	INSTRUCTIONAL SUPPLIES		\$219.95
TRACE D. PICKERING	INSTRUCTIONAL SUPPLIES		\$576.54
U.S. CELLULAR	TELEPHONE		\$694.97
UNUM LIFE INS. CO.	ER LIAB-DISTRICT DISABILITY		\$108.62
VAN METER CO	MAINTENANCE SUPPLIES		\$2,157.93
VEST-FELD-HAZER & ASSOCIATES INC	REPAIR/MAINT SERVICE		\$240.61
VOGEL JANICE	TRAVEL		\$28.47
VOYAGER SOPRIS LEARNING	INSTRUCTIONAL SUPPLIES		\$435.38
WENDLING QUARRIES	GROUNDS UPKEEP		\$271.12
WENGER	EQUIPMENT >\$1999		\$15,361.00
WEST MUSIC CO	EQUIPMENT REPAIR		\$135.00
WEST MUSIC CO	INSTRUCTIONAL SUPPLIES		\$1,468.23
WINDSTAR LINES	RENTALS EQUIPMENT		\$800.00
WOOD LOREN	OFFICIAL/JUDGE		\$70.00
YANECEK DOUG	OFFICIAL/JUDGE		\$57.00
ZIMMERMAN JESSICA	TRAVEL		\$17.82
		Fund Total:	\$344,169.08
LOCAL OPT SALES TAX	ACMOTRICTION SERV		<b>₾44 045 ^4</b>
CEDAR RIVER GARDEN CENTER	CONSTRUCTION SERV		\$14,845.94 \$1,562.50
JUICEBOX INTERACTIVE	COMPUTER SOFTWARE		
AN EXPLEION DEPUTOES		Fund Total:	\$16,408.44
NUTRITION SERVICES	PURCHASE FOOD		\$20,981.75
ANDERSON ERICKSON DAIRY CO	GENERAL SUPPLIES		\$4,730.72
CAPITAL SANITARY	LAUNDRY SERVICE		\$2,405.95
CITY LAUNDERING COMPANY			\$4,452.26
EARTHGRAINS	PURCHASE FOOD GENERAL SUPPLIES		\$2,451.25
EMS DETERGENT SERVICES			\$6,814.35
KECK, INC.	PURCHASE FOOD		φυ,ο 14.30

IA - V	Warrants Paid Listing			teria
iscal `	Year: 2017-2018	Dat	te Range: 10	/06/2017 - 10/19/201
	Vendor Name	Description		Check Total
	LASER RESOURCES, LLC	Copies		\$8.95
	OFFICE EXPRESS	GENERAL SUPPLIES		\$155.05
	RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES		\$484.00
	REINHART INSTITUTIONAL FOODS INC	GENERAL SUPPLIES		\$319.74
	REINHART INSTITUTIONAL FOODS INC	PAPER PRODUCT SUPPLY		\$5,570.49
	REINHART INSTITUTIONAL FOODS INC	PURCHASE FOOD		\$114,488.90
ا داد مددهٔ	BUV DI ANT O CO I FIN		Fund Total:	\$162,863.41
	PHY PLANT & EQ LEVY	MODULAD OLACODOOM CETUD		#4 050 CO
	ALLIANT ENERGY	MODULAR CLASSROOM SETUP		\$1,250.62
	CARROLL CONSTRUCTION SUPPLY	BLDG, CONST SUPPLIES		\$289.72
	DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT		\$4,525.00
	DLR GROUP INC	ARCHITECT		\$6,362.22
	DRYSPACE INC	CONSTRUCTION SERV		\$2,499.13
	FUTURE LINE	VEHICLES		\$8,376.41
	IOWA FIRE PROTECTION	CONSTRUCTION SERV		\$32,148.00
und: I	PUB ED & REC LEVY		Fund Total:	\$55,451.10
	EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP		\$616.00
	GAMETIME	GROUNDS UPKEEP		\$2,392.41
	HANDLEY DIRT WORK PLUS LLC	GROUNDS UPKEEP		\$375.00
	L.L. PELLING CO	GROUNDS UPKEEP		\$750.00
	PACE SUPPLY	CONSTRUCTION SERV		\$131.17
	TOTAL SCAPES, INC	GROUNDS UPKEEP		\$100.00
	WENDLING QUARRIES	GROUNDS UPKEEP		\$1,138.97
	<del></del>		Fund Total:	\$5,503.55
und: \$	STUDENT ACTIVITY			
E	BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES		\$110.00
E	BLOCKHUS ROBERT	OFFICIAL/JUDGE		\$57.50
E	BURKLE CORY	OFFICIAL/JUDGE		\$57.50
(	CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES		\$72.00
(	CEDAR VALLEY WORLD TRAVEL	TRAVEL		\$1,050.00
(	COPYWORKS	INSTRUCTIONAL SUPPLIES		\$530.58
(	COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES		\$221.00
[	DANIEL GRAWE	OFFICIAL/JUDGE		\$57.50
[	DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES		\$224.80
E	EDWARDS, MATTHEW	OFFICIAL/JUDGE		\$95.00
F	FASCHING SARA	OFFICIAL/JUDGE		\$50.00
F	FRIDAY MATT	OFFICIAL/JUDGE		\$57.50
(	GARDNER DOUG	OFFICIAL/JUDGE		\$75.00
(	GARMENT DESIGN	INSTRUCTIONAL SUPPLIES		\$837.75
	GLOE CARL	OFFICIAL/JUDGE		\$75.00
	GRAVERT GREG	OFFICIAL/JUDGE		\$57.50
	HUNTER JUSTIN	OFFICIAL/JUDGE		\$95.00

Printed: 10/19/2017

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# IA - Warrants Paid Listing

Fiscal Year: 2017-2018

Date Range: 10/06/20

10/06/2017 - 10/19/2017

	Vendor Name	Description		Check Total
	HY-VEE FOOD STORE-8555	INSTRUCTIONAL SUPPLIES		\$91.56
	HY-VEE FOOD STORE-8556	INSTRUCTIONAL SUPPLIES		\$46.99
	IOWA FFA ASSOCIATION	DUES AND FEES		\$742.00
	IOWA HS ATHLETIC DIR ASSOC	DUES AND FEES		\$490.00
	IOWA SCIENCE OLYMPIAD	DUES AND FEES		\$100.00
	JEFFERSON HIGH SCHOOL	DUES AND FEES		\$196.00
	JOHNSON MIKE J.	OFFICIAL/JUDGE		\$100.00
	KENNEDY HIGH SCHOOL	DUES AND FEES		\$60.00
	LUENSMANN ROGER	OFFICIAL/JUDGE		\$115.70
	MARSHALLTOWN HIGH SCHOOL	DUES AND FEES		\$75.00
	MENARDS -13127	INSTRUCTIONAL SUPPLIES		\$88.41
	MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES		\$4,096.00
	MILLER JAMES	INSTRUCTIONAL SUPPLIES	•	\$500.00
	NATIONAL FFA ORGANIZATION	DUES AND FEES		\$490.00
	NEIBA	INSTRUCTIONAL SUPPLIES		\$200.00
	O'KEEFE NICKI	OFFICIAL/JUDGE		\$75.00
	OLBERDING NANCY	OFFICIAL/JUDGE		\$75.00
	PANTINI ANDY	OFFICIAL/JUDGE		\$100.00
	PANTINI LORILYNNE	OFFICIAL/JUDGE		\$50.00
	REITTINGER, SCOTT	OFFICIAL/JUDGE		\$95.00
	SAMUEL FRENCH	INSTRUCTIONAL SUPPLIES		\$97.15
	SCHRADER KEVIN	OFFICIAL/JUDGE		\$95.00
	STAPLES	INSTRUCTIONAL SUPPLIES		\$111.37
	TALLCORN JAZZ FESTIVAL	INSTRUCTIONAL SUPPLIES		\$300.00
	TROTT TROPHIES	DUES AND FEES		\$186.73
	UW-PLATTEVILLE	DUES AND FEES		\$40.00
			Fund Total:	\$12,532.54
Fund	I: Student Store	GENERAL SUPPLIES		\$1,657.00
	BSN SPORTS	OFIATIONE COLL FIED		÷ .,

Fund Total:

\$1,844.40 **\$4,165.19** 

\$400.00

\$263.79

**Grand Total:** 

\$604,707.52

**End of Report** 

**GENERAL SUPPLIES** 

**GENERAL SUPPLIES** 

**GENERAL SUPPLIES** 

Page:

COTTON GALLERY LTD.

THE GRAPHIC EDGE, INC

PINK BARRETT, LLC



Department of Education (660) 785-4399 (660) 785-4172 FAX

Violette Hall 2366 100 East Normal Kirksville, MO 63501-4221

## **Field and Clinical Experiences**

# Memorandum of Understanding Truman State University & Linn Mar Community Schools

WHEREAS, the Missouri Department of Elementary and Secondary Education has amended the requirements for all field and clinical placements; and

WHEREAS, the Department of Elementary and Secondary Education has decreed all field placements be made through the Office of Field and Clinical Experiences; and

WHEREAS Truman State University is committed to high quality teaching experiences for teacher candidates; and

WHEREAS, our school systems have a long history of collaboration in the pursuit of producing competent teacher graduates.

NOW THEREFORE, as collaborative educational entities, we express our mutual understanding and relationship as follows:

### SCOPE OF THE AGREEMENT

This Memorandum of Understanding defines an agreement between the Signing Organizations and Truman State University. Its intent is to establish, and define activities carried out by all teacher candidates from Truman State University and Pre-K-12 schools.

### 2. COMMUNICATIONS AND CONTACT INFORMATION

All communication between Truman State University and the Pre-K – 12 school districts will be made between the Office of Field and Clinical Experiences at Truman State University and the school district's field and clinical contact officer.

### 3. PLACEMENTS

Teacher Candidates' placement requests will be taken into consideration; however, these requests are not guaranteed. If a school district makes a written formal request for a particular teacher candidate, Truman State University will, within state regulation, honor that placement request.

### 4. DURATION

Field and Clinical placements will take place in the following ways:

ED 388: Early Field Experience Seminar:

Field Experience - 30 clock hours: 10 general classroom observation /20 diversity experiences

ED 393/394: Clinical Experiences in Teaching

• Field Experience - minimum of 45 clock hours

ED 608: Management of Instruction

• Field Experience - varies by discipline, minimum of 25 clock hours

ED 609G: Internship

Full semester internship in an educational setting pertaining to the teacher candidate's major.

### 5. Co-TEACHING

Truman State University suggests the co-teaching model during the internship. This means the cooperating teacher and teacher candidate will be consistently and extensively planning lessons, teaching, assessing student achievement, and developing re-teaching plans when needed together as a team for the duration of the term.

### TERMINATING ASSIGNMENTS

Schools reserve the right to refuse assignment of any student and the right to terminate a teacher candidate's placement for cause. An informal hearing including consultation with the Director of Field and Clinical Experiences, the University supervisor, the teacher candidate, and a representative of the school will precede termination. Causes for termination may include issues of general decorum.

Truman State University reserves the right to terminate a placement based on CAEP standard 3: component #1 which states, "Dynamic Partnerships: Strategic partnerships are imperative for powerful clinical preparation." Cooperating teachers are expected to take the role of a mentor for each student in each field placement setting.

### 6. ORIENTATION PROCESS

Truman State University will require an FBI Fingerprinting Background Check and/or the Family Care Safety Registry Background Check prior to any teacher candidate entering a school district which will be updated yearly and orientate students in the areas of (but not limited to): professionalism including dress and student privacy. Field supervisors will orient their students prior to entering the field with all expectations. The Office of Field and Clinical Experiences will hold an Internship Orientation for full semester interns to prepare students for their full semester internship.

### SUPERVISION AND EVALUATION

Field placement teacher candidates in ED 388 will be placed with cooperating teachers who have a minimum of three years in their specified field and one year completed in the school district.

Field placement teacher candidates in ED 393/394 and ED 608 will be supervised by Truman State University faculty *and* cooperating teachers who have a minimum of three years in their specified field and one year completed in the school district.

Field placement teacher candidates completing full semester internships will be supervised and evaluated by Truman State University faculty/supervisors and cooperating teachers who have a minimum of five years in their specified field or a master's degree and one year completed in the school district. The evaluation method will be the Missouri Education Evaluation System.

### 7. STATUS AUTHORITY

All rules and regulations will be followed as dictated by the Missouri Standards for the Preparation of Educators Planning and Implementation Guide per the Department of Early and Secondary Education.

### 8. LIABILITY AND INSURANCE

Teacher Candidates will obtain and maintain professional liability and insurance for field placements prior to all placements.

### 9. VIDEO RECORDING

All video recording in field placements will considered secure documents which will be used for teacher candidate evaluation only, viewed by university faculty for evaluation purposes, and destroyed once evaluated. Students will follow the strict guidelines provided by the district and Truman State University.

### 10. SUPPLEMENTARY PROVISIONS

- a. Any participant may terminate their participation in the Memorandum of Understanding (MOU) with a written statement to the other participant.
- b. This MOU may be amended in writing upon the collective agreement of all participants.

SunAm	10-10-17	
Dr. Lisa Goran (Chair, Education Department, Truman State University)	Date	
(Administrator, Linn Mar Community School District)	Date	



### FIELD EXPERIENCES, PRACTICUMS, AND STUDENT TEACHING AGREEMENT

in accordance with the Iowa Administrative Code, 281-79.1(256), Standards for Practitioner and Administrator Preparation Programs

An agreement between Buena Vista University, Storm Lake, Iowa, its affiliated Sites, and

## Linn-Mar Community School District

concerning the obligations of each party participating in all field experiences, practicums, and student teaching. Buena Vista University is an Equal Opportunity/Americans with Disabilities Act/Smoke-Free Employer.

It is agreed that the following considerations shall serve as the basis for a working agreement between the two participating institutions of this program:

### **SECTION I**

# UNDERGRADUATE & GRADUATE TEACHER EDUCATION FIELD EXPERIENCES AND STUDENT TEACHING (PK-12)

Buena Vista University agrees to the following for undergraduate student teaching and field experiences:

- 1. To assign only those education students who have satisfactorily completed the necessary academic and professional training program appropriate to the experience.
- 2. To share expectations of the student teaching and field experiences with the education students and the cooperating teachers. Additionally, BVU School of Education will respond to specific needs of cooperating districts/schools about the experiences encountered, meeting program guidelines and/or related requirements of the field experience.
- 3. To coordinate the assignment of education students recommended by the BVU School of Education, subject to the designated district/accredited school approval which shall not be unreasonably withheld, to specific cooperating teachers by submitting tentative assignments to the appropriate school administrator. Cooperating teachers should demonstrate skills, knowledge, and dispositions of highly accomplished practitioners. Cooperating teachers must be properly endorsed and approved in the area in which the BVU education student is placed. Cooperating teachers must have teaching experience in the area of placement (3 years is preferred).
- 4. To provide to each cooperating teacher/or participating school district/accredited school an honorarium for supervision of a student teacher. District administrators may determine to whom the honorarium is paid by indicating within the space provided on last page of this

agreement. The honorarium will be paid within 30 days after the completion of the student teaching experience, provided the cooperating teacher has submitted a W-9 to the Student Professional Experiences Coordinator or Education Coordinator/Advisor, or if BVU holds a current copy. Cooperating teachers for field experiences other than student teaching are not paid an honorarium.

- 5. Buena Vista University will provide supervisors for student teachers. The supervisors observe in the cooperating schools and hold individual and joint conferences with student teachers and cooperating teachers to determine areas of improvement, develop and implement plans for improvement, and determine final evaluation of the student teacher.
- 6. Compensation for the cooperating teacher when a student teacher is withdrawn prior to the half-way (mid-term) of the student-teaching experience shall be one-half the amount in the appropriate provision above. Compensation for a student teacher who completes more than one-half of the student-teaching experience shall be the full amount.
- 7. When necessary, multiple cooperating teachers may be assigned to work with one student teacher. The compensation amount will be divided proportionately to the number of supervisors given direct responsibility for providing guidance and assistance.
- 8. The designated district/accredited school personnel may indicate to whom the honorariums are to be disbursed within the district/accredited school.
- 9. BVU and teacher education students/student teachers may be exposed to confidential information (i.e. student records and potentially even personnel records) in the course of placements and BVU and teacher candidates/student teachers agree to keep information they are exposed to confidential as required by law. The district has the right to request the teacher education student's/student teacher's signed copy of the BVU Teacher Education Program's Confidentiality Statement.
- 10. BVU and Cooperating District/School each agree to indemnify and hold harmless the other from and against and all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
- 11. The BVU teacher education students/student teachers may record class sessions. The focus of the recordings will be the BVU teacher education student/student teacher, not the PK-12 students. Only students who have a photo release on file with the school district will be visible in the recordings. Video recordings will be shared exclusively with university faculty and staff, class participants, and cooperating teachers for learning purposes. Recordings will be stored in a cloud library that is accessible only through a university account. Recordings will be deleted within one year of the education student/student teacher's date of graduation.

Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of

this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

# The Cooperating School agrees to the following for BVU student teachers:

- To allow the education student the use of the physical resources of the school that are
  normally provided to classroom teachers, including buildings, equipment, essential supplies,
  and facilities that are necessary and reasonable to enable the education student to function
  adequately in your school. The district has the right to determine teacher education student
  or student teacher access, and BVU will provide identification badges to student teachers to
  wear while working in the district/classroom.
- 2. To provide appropriately licensed cooperating teachers who shall:
  - a. Anticipate the assignment of education students.
  - b. Orient the assigned education students.
  - c. Provide for a period of essential classroom supervision.
  - d. Permit the education students to assist in classroom routines.
  - e. Discuss teaching assignments with education students.
  - f. Introduce the education students to actual teaching by assisting, presenting demonstrations, teaching part periods, and other similar procedures.
  - g. Arrange for the student teachers to teach an entire block or unit of work in which they will do all of the planning and teaching.
  - h. Evaluate the work and ability of the education students including completion of evaluation forms to be used as a basis for assigning final grades.
- 3. Additionally for education students, the cooperating teacher and district/accredited school will:
  - a. Utilize the education student in capacities approved by the BVU School of Education as indicated by the mutually agreed upon placement and the \*handbook appropriate to the field experience provided to the operating teacher by BVU. \*Handbooks are also available upon request of the district. The Student Professional Experiences Coordinator or Education Coordinator/Advisor must approve any changes in the original assignment of the student.
  - b. Provide time for the student teacher and cooperating teacher to collaborate with the university supervisor.
  - c. Share responsibility for supervising the education student.
  - d. Allow education students to develop and demonstrate the capacity to utilize assessment data.
  - e. Place student teachers in full control of groups only after they have demonstrated readiness and careful planning with the cooperating teacher and the university supervisor.
  - f. Allow the student teacher to bear primary responsibility for planning and instruction within the classroom for the minimum requirement according to the appropriate student teaching \*handbook as indicated by the mutually agreed upon placement and the \*handbook appropriate to the field experience provided to the district by BVU.
  - g. Involve the education student in professional meetings and other school-based activities directed toward the improvement of teaching and learning.

h. Provide supervision of the education students by certified personnel at all times during the student teaching or practicum field experiences.

 Assist the student teacher in becoming knowledgeable about the Iowa Teaching Standards and to provide a mock evaluation performed by the cooperating teacher or a person who holds an Iowa evaluator license.

j. Involve the student teacher in communication and interaction with parents or guardians of students in the classroom in which the student teacher is teaching.

k. Not use a student teacher as a substitute teacher.

# The Cooperating School agrees to the following for BVU field experiences (other than student teaching):

- The guidelines and requirements in the \*handbook, appropriate to the field experience provided to the district by BVU, will be followed.
- 2. To utilize education students in capacities approved by the BVU School of Education as stated in the BVU field experience \*handbook appropriate to the field experience provided to the cooperating teacher by BVU. \*Handbooks are also available upon request of the district. The BVU School of Education personnel must approve any changes in the original assignment of the education students. The education students are not to be used as substitute teachers.
- 3. To provide supervision of the education students by certified personnel at all times during the student field experiences.
- \*A handbook specific to each field experience is shared at the time the placement is agreed upon. All handbooks are available on the BVU website.

# **SECTION II**

# PROFESSIONAL SCHOOL COUNSELING (PSC) GRADUATE PRACTICUM (PK-12)

# Buena Vista University agrees to the following for PSC practicum experiences:

- 1. To assign only those PSC candidates who have satisfactorily completed the necessary academic and professional training program appropriate to the experience.
- To share expectations of the practicum experiences with the PSC candidates and the
  cooperating counselors. Additionally, BVU School of Education will respond to specific
  needs of cooperating districts/schools about the experiences encountered, meeting program
  guidelines and/or related requirements of the practicum experience.
- 3. Buena Vista University will provide supervisors for PSC candidates. The assigned BVU supervisor will visit cooperating schools and hold individual and joint conferences with PSC candidates and cooperating counselors to determine areas of improvement, develop and implement plans for improvement, and determine final evaluation of the PSC candidate.

# The Cooperating School agrees to the following for BVU PSC candidates:

- To allow the PSC candidates the use of the physical resources of the school that are normally provided to employed professional school counselors, including buildings, equipment, essential supplies, and facilities that are necessary and reasonable to enable the PSC candidate to function adequately in your school. The district has the right to determine teacher education student or student teacher access, and BVU will provide identification badges to student teachers to wear while working in the district/classroom.
- 2. To provide an appropriately licensed PSC who shall:
  - a. Anticipate the assignment of PSC candidate.
  - b. Orient the assigned PSC candidate.
  - c. Provide for a period of essential supervision in classroom, group or individual counseling experiences.
  - d. Permit the PSC candidates to assist in counselor routines.
  - e. Discuss schedule and assignments with PSC candidates.
  - f. Introduce the PSC candidate to actual counseling/teaching by assisting, presenting demonstrations, teaching part periods, and other similar procedures.
  - g. Arrange with the PSC candidate an opportunity to conduct small group counseling sessions and classroom unit of work in which they will do all of the planning and teaching.
  - h. Evaluate the work and ability of the PSC candidate, including completion of evaluation forms to be used as a basis for assigning final grades.
  - i. Involve the PSC candidate in professional meetings and other school-based activities directed toward the improvement of teaching and learning.
  - j. Involve the PSC candidate in communication and interaction with parents or guardians of students in the assigned level of practicum.

t to the district/school	Federal ID#:		
	t to the cooperating teac t to the district/school	t to the cooperating teacher t to the district/school Federal ID#:	

# \*Please indicate which experience(s) you are willing to host:

- □ Undergraduate & graduate teacher education students
- ☐ Graduate PSC candidates
- □ Will accept both undergraduate/graduate teacher education students and graduate PSC candidates

This shall be a continuous agreement. Each party reserves the right to dissolve this agreement at any time if any placement proves to be unsatisfactory. Either party may terminate the entire agreement at any time regardless of whether one placement is unsatisfactory and/or either party wishes to terminate the agreement for any reason. In case of discontinuance and when appropriate, BVU shall pay all obligations incurred at the time of the discontinuance.

BVU and the Cooperating District/School each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.

This agreement shall supersede any and all prior agreements, be they verbal or written, between either party or their representatives.

This agreement is effective for the period of July 1, 2016 through

June 30, 2019 and may be renewed or revised by mutual agreement of the administrators of the concerned institutions.

SIGNED:	
Buena Vista University	Cooperating District/School
Suzette Radke, VP of Finance & Administration	Superintendent or Designated Official
10-2-17	
Date	Date

<sup>\*\*</sup>If you choose to type your signature, you are acknowledging responsibility for the content of this form. For MAC users: please use Adobe Reader or Adobe Professional to fill out this form electronically.



Facility Name:

# U.S. CELLULAR CENTER ARENA

# LINN MAR MARION GRADUATION MAY 24, 2020, MAY 30, 2021, MAY 29, 2022

This Agreement, entered into this 20<sup>th</sup> day of September, 2017 by and between the U.S. Cellular Center Arena, managed by VenuWorks of Cedar Rapids, LLC, an independent contractor retained by the City of Cedar Rapids, Iowa (OWNER) to manage the U.S. Cellular Center Arena, hereinafter referred to as "ARENA" and:

LINN MAR COMMUNITY SCHOOLS ATTN: JOE NIETERT 3111 No. 10<sup>th</sup> Street Marion, IA. 52302

Hereinafter referred to as "CLIENT."

#### **DEFINITIONS**

Addendums shall mean all documents incorporated as part of this Agreement.

**ARENA** shall mean the duly appointed manager of the U.S. Cellular Center, VenuWorks of Cedar Rapids, LLC, Cedar Rapids, Iowa. Phone: 319-398-5211, Fax: 319-362-2102.

**Concessions** shall mean the sale of food, beverages and souvenir or novelty items through concession points of sale, either fixed or portable, to Event attendees.

Event means the Linn Mar and Marion Graduation and all related activities.

**Gross Ticket Sales** means the total ticket sales less any applicable federal, state and local admission taxes and facility fee, when applicable.

Term means the period of this Agreement as set forth below under "term".

#### **SCOPE OF USE**

**CLIENT** warrants that said use is for the following and no other purpose: **Linn Mar and Marion Graduations** 

Spaces utilized for the above stated purpose will be as follows:

U.S. Cellular Center Arena and all contiguous spaces not including the hotel or convention center.

Client InitialsDate	Facility Initials	Date
Main Library - EVM016 - Form	Revised 07/07/11	Page 1 of 5



#### **TERM**

The Term shall commence on Sunday, May 24, 2020 Event day(s) are Sunday, May 24, 2020 Move-in and Move-out days are: Sunday, May 24, 2020 1:00 p.m. and 6:00 pm Move out is immediately following event.

The Term shall commence on Sunday, May 30, 2021 Event day(s) are Sunday, May 30, 2021 Move-in and Move-out days are: Sunday, May 30, 2021 1:00 p.m. and 6:00 pm Move out is immediately following event.

The Term shall commence on Sunday, May 29, 2022 Event day(s) are Sunday, May 29, 2022 Move-in and Move-out days are: Sunday, May 29, 2022 1:00 p.m. and 6:00 pm Move out is immediately following event.

#### **PAYMENT**

In consideration for the license to use the ARENA as provided in this Agreement, CLIENT shall pay to **ARENA** a facility rental fee of \$3,000.00, per year, plus the cost of ushers, ticket scanners, crowd control, police, fire, guest event medical, cleaning, conversion, ticket sellers.

**CLIENT** also agrees to pay all reimbursable expenses required for the completion of this Event including advertising, stagehand, catering and outside rentals.

#### SECURITY DEPOSIT

As partial consideration for the execution of this license Agreement, the CLIENT shall pay the **ARENA** a **NON-REFUNDABLE** security deposit of \$2500.00 within 120 days of each event day annually.

#### **ADDITIONAL DEPOSIT PAYMENTS**

It is expressly understood that **ARENA** prior to CLIENT'S Event, may require additional deposit payment(s) to satisfy CLIENT'S obligations under this Agreement. If CLIENT fails to meet this requirement, **ARENA**, at its sole option, may terminate this Agreement, and CLIENT shall forfeit, as liquidated damages, the Security Deposit as set forth above.

Make checks payable to: U.S. Cellular Center

370 1st Ave NE

Cedar Rapids, IA. 52401

#### **BOX OFFICE SERVICES**

**ARENA** provides comprehensive box office services for ticketed events through the Ticketmaster system. Prior to making any public announcements, **CLIENT** must contact the Box Office Manager to make all arrangements for setting the event up on the Ticketmaster system, ticket pricing, discounts, pre-sale and public on sale dates.

Clinat Initials	Data	Facility Initials	Date
Client Initials	Date	racinty midals	_Date



#### **BOX OFFICE CHARGES**

**CLIENT** shall pay the greater of \$0 for box office services and ticket printing. A \$0 set-up and ticket fee will be charged for each additional performance.

#### TAXES AND SURCHARGES

The tickets sold will bear the following taxes and surcharges:

6% State of Iowa Sales Tax 1% City of Cedar Rapids Sales Tax 7% Total Sales Tax

CLIENT agrees that VIP boxes in the ARENA are not manifested for the opening performance covered by this Agreement.

It is agreed that the on-sale date for this Event covered by this Agreement will be TBA. Upon **CLIENT** request and upon receipt of specific event information supplied by **CLIENT**, **ARENA** will provide an event cost estimate. This cost estimate is a good faith attempt to identify event costs. However, an event cost estimate is not a price quotation, and **CLIENT** is responsible to **ARENA** for full payment of the actual costs billed to the event.

#### **NOVELTIES AND CONCESSIONS**

**ARENA** retains 100% exclusive rights to sell program books, novelties, and souvenirs which directly relate to event.

ARENA will receive 20% after tax for all novelties sales. All revenues net of payment of the commission shall belong to CLIENT. ARENA will provide and pay for ARENA's sellers.

The **ARENA** reserves the right to operate and receive the income from concessions sold at the Event. Such concessions shall include, but not be limited to, the dispensing or sale of food and beverages.

#### INSURANCE REQUIREMENTS AND CLIENT'S INDEMNIFICATION.

CLIENT must be named as the Insured on all Certificates of Insurance provided to ARENA.

CLIENT shall for the term of this Agreement, including move-in, rehearsals and move-out, shall have and maintain in full force and effect a policy or policies of **General Liability Insurance**, (including, but not limited to, coverage for Fire, Legal Liability, Products/Completed Operations, Contractual Liability for obligations assumed under this Agreement, and for liability arising out of the operation of Subcontractors) and of **Automobile Liability** (including, but not limited to, coverage for liability arising out of Owned, Non-Owned, and Hired vehicles) in such form as will provide complete coverage and protection from and against claims, actions or lawsuits for damages because of bodily injury and/or death to any person; and from and against claims, actions or lawsuits for damages to property, any and all of which may or might arise out of or result from the **CLIENT'S** operations or occupancy under this Agreement, whether such operations be by **CLIENT** or by any subcontractor of anyone else directly or indirectly employed or hired by either of them. Policy shall be written with a bona fide ADMITTED insurance company licensed to do business in the state of Iowa and shall not be a SURPLUS LINES COMPANY. The company must have a **BEST** rating greater than **A-VII** (7).

Client InitialsDate	Facility Initials	Date
Main Library – EVM016 - Form	Revised 07/07/11	Page 3 of 5



**CLIENT** further agrees to make certain that the aforementioned liability insurance policy or policies which it procures and maintains in compliance with the requirements of this Agreement shall be separately and specifically endorsed so as to provide that the City of Cedar Rapids, DBA Doubletree by Hilton Cedar Rapids Convention Complex, VenuWorks of Cedar Rapids, LLC, **VenuWorks, Inc.**; their parents, subsidiaries, affiliates, directors, officers, employees, insurers, and agents herein, is an **Additional Insured** as to all Comprehensive General Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability insurance coverage provided under such policy or policies, and further agrees that such insurance as is designated hereunder shall be written for not less than the following limits of liability:

#### **Comprehensive General Liability:**

\$2,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence and in the aggregate.

#### **Comprehensive Automobile Liability:**

\$1,000,000 combined single limit Bodily Injury & Property Damage or equivalent per occurrence.

#### Worker's Compensation:

**CLIENT** further agrees to have and maintain in full force and effect during its occupancy under this Agreement a policy or policies of worker's compensation and employer's liability insurance which provide it with complete coverage and protection from and against claims, actions or lawsuits brought under or pursuant to worker's compensation, employer's liability or other employee benefits acts. Such insurance shall be in the amounts required by statutory worker's compensation requirements and employer's liability limits of one million dollars (\$1,000,000.00). Worker's Compensation coverage must include employees, subcontractors and volunteers.

Such policies shall further be endorsed so as to provide a **thirty (30)** day written notice of cancellation to **ARENA**, and **CLIENT** shall secure and provide **ARENA** with a Certificate of Insurance on a form approved by **ARENA**, which shall demonstrate compliance by **CLIENT** with these insurance requirements.

The **CLIENT** shall defend, indemnify and hold harmless the **ARENA** and its agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the acts, errors, omissions, conduct or operations of the **CLIENT**, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting there-from, and (2) is caused or is claimed or alleged to have been caused, in whole or in part, by negligent act, error, omission, conduct or operation of the **CLIENT**, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (3) is abused or is claimed to have been caused, in whole or in part, by any product sold or service rendered by the **CLIENT**, its agents, employees, or subcontractors.

In any and all claims against the **ARENA** or any of its agents or employees by any employee of the **CLIENT**, any subcontractor, anyone directly or indirectly employed for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by the limitations on the amount or type of damages, compensation or benefits payable by or for the **CLIENT** or any subcontractor under Workman's Compensation Acts, Disability Benefit Acts, or other Employee Benefits Acts.

The **ARENA** and **CLIENT** hereby waive all rights against each other for any loss or damage caused by fire, extended coverage perils and vandalism, and which loss or damage is covered and compensated by insurance.

Client InitialsDate	Facility Initials	Date
Main Library – EVM016 - Form	Revised 07/07/11	Page 4 of 5



A Certificate of Insurance form indicating the coverage noted above must be completed and delivered to the **ARENA** not later than the earlier of Ticket On-Sale date or thirty (30) days prior to the date of initial occupancy hereunder or **CLIENT** shall forfeit its rights under this Agreement.

#### PLACE OF SUIT/CHOICE OF LAW

Main Library - EVM016 - Form

This Agreement is executed in the City of Cedar Rapids, State of Iowa, and shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Any action at law, suit in equity, or other judicial proceedings for the enforcement of the Agreement or any provision thereof shall be instituted in any court of competent jurisdiction in the County of Linn, State of Iowa.

#### **ADDITIONAL COVENANTS AND AGREEMENTS**

All conditions and regulations set forth on the attached documents are hereby incorporated as a part of this Agreement.

For ARENA:	For <b>CLIENT</b> :
Ву	Ву
Print Name: Mike Silva	
Executive Director	Print Name
	Title
	Company
	Federal Tax ID #
Date/	Date/
Client InitialsDate	Facility InitialsDate

Revised 07/07/11

Page 5 of 5

# STATEMENT OF WORK NO. RSP 00209

Pursuant to that certain Professional Services Agreement, dated as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2017 ("Agreement"), by and between RSP & Associates, LLC. ("Consultant"), and Linn Mar Community School District, Linn County, State of Iowa ("Client" or "District").

CONSULTANT hereby submits this Statement of Work as a request for Professional Services under Section 2.0 of the Professional Services Agreement. The terms and conditions set forth in the Agreement are incorporated by reference and shall supersede any conflicting terms herein. This Statement of Work shall have effect only when signed by CLIENT and accepted by CONSULTANT.

The subject matter of this Statement of Work and the terms and conditions specifically applicable thereto are as follows:

- 1.0 Description of Professional Services. Professional services provided by Consultant to Client may include, but are not limited to, Consultant's designing, preparing, writing or analyzing one or more of the following: Boundary Analysis, Enrollment Analysis, Facilitation/Presentations, Maps, Site Analysis or other analysis/reports as may be necessary to perform and carry out all of Consultant's obligations set forth in this Statement of Work.
- **2.0 Purpose of Professional Services.** The purpose of professional services is to assist and provide the client the following products, services, or analysis which are further defined in the <u>Statement of Work</u> section 7.0 and 10.0:
  - 2.1 Enrollment Analysis
  - 2.2 Facilitation/Presentations
  - 2.4 Maps

#### 3.0 Project Management.

- 3.1 <u>Work Plan</u>. All products will be a work in progress that will meet the deadlines stated in the Deliverable section (7) of the contract unless both the Client and Consultant agree upon another schedule.
- 3.2 <u>Work Plan Management</u>. At the request of the Client, the Consultant will provide a description of the status of a particular project.
- 3.3 <u>Communications</u>. All communications regarding any of the projects should be made to the consultant, Robert S. Schwarz, or those individuals in 4.2

# 4.0 Change Control.

- 4.1 <u>Procedure</u>. Changes to this Statement of Work may be made only in compliance with the terms of Section 19.0 of the <u>Professional Services Agreement</u>.
- 4.2 Client Changes. Only the following individuals may authorize changes for the

1

Client:

Linn Mar Community School District Superintendent or Designee

4.3 <u>Consultant Changes</u>. Only the following individuals may accept on behalf of Consultant any changes requested by the Client:

Robert Schwarz, Owner

- **5.0 Technical Specifications.** Each report will be provided in hard copy or digitally in a pdf format unless otherwise notified by the Consultant.
- **Quality Standards.** The products delivered to the Client will be of the highest quality and considered final after being reviewed by the Client and those changes made by the Consultant.

#### 7.0 Deliverables.

- 7.1 <u>Consultant Deliverables Defined</u>. The following are products, services or analysis that will be created by the Consultant under the Agreement.
  - a. The Enrollment Analysis assists the District in understanding how the projected enrollment impacts capacity at each of its facilities. The report has analysis that projects the enrollment at each facility for the next five years with current boundaries. It includes tables, graphs, charts, and maps. Meetings with County and City planners, and developers are utilized to discuss land use, development policies, building permit trends, and future development plans to accurately factor for those variables in the Enrollment Projection Model.
  - b. Facilitation/Presentations are provided when requested and within the parameters stated in the Work Product section.
  - c. Facility Staffing Report identifies students by grade and projects certified teaching position for the following school year. This report builds upon the SFM enrollment projections generated in the Enrollment Report. The information contained in this report will assist the Client in being able to hire staff with greater certainty, negotiations with the teacher unions, as well as an assessment on how the capacity of each facility will be impacted by the anticipated student enrollment the following school year.
  - d. Maps assist the District in providing map products in various formats so the general public can comprehend issues such as boundaries, school sites, growth, or other issues the map is visually depicting.
- 7.2 <u>Client Deliverables Defined</u>. The following are data or services to be provided by the client.
  - a. Data download of Official Count Student download from at least the past three school years in a dbf format After Official October Count to include the

following data fields, which shall be considered Confidential Information by Consultant and shall not be disclosed by Consultant:

- Student ID Number
- Student Name
- Address
- City
- State
- Zip
- Grade
- School Attending
- Building Name
- Catchment/Planning Area
- Ethnicity
- Date of Birth
- Special Education Code
- b. The following Linn County Auditors and Assessors data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
  - City Boundaries
  - County Boundaries
  - Plat and Subdivision Boundaries
  - School District Boundaries
  - Zip Code Boundaries
  - Census Boundaries
  - Roads
  - Parcels
  - Parcel Attribute fields
  - Public School Point Data
  - Private School Point Data
- c. The following City of Linn Mar data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
  - Roads with Geocode attributes
- d. The following Cities of Marion, Cedar Rapids, and Robins data with the extensions of dbf, prj, sbn, sbx, shp, and shx are requested:
  - Infrastructure (Water, Sewer, Electricity, and Gas)
  - Zoning Attributes
  - Long Range Planning attributes
- e. Other GIS or data files as needed to complete the reports, studies, or analysis
- f. Digital files produced by the Client that will assist in completing the scope of services.

- 7.3 <u>Deliverables Date</u>. Below are the dates for the Deliverables the Consultant will provide the Client:
  - a. Enrollment Analysis April 2018, April 2019, April 2020
  - b. Facilitation/Presentations As needed

# 8.0 Pricing Terms.

- 8.1 <u>Payment</u>. The Statement of Work will be performed for three school years (2017/18, 2018/19, 2019/20) and is paid in the following manner:
  - a. 2017/18 School Year
    - Upon completion of the Enrollment Analysis consultant is paid Fifteen Thousand and no/100 (\$15,000.00).
  - b. 2018/19 School Year
    - Upon completion of the Enrollment Analysis consultant is paid Fifteen Thousand and no/100 (\$15,000.00).
  - c. 2019/20 School Year
    - Upon completion of the Enrollment Analysis consultant is paid Fifteen Thousand and no/100 (\$15,000.00).
  - d. The above breakdown does not include the cost of all expenses associated with the final production of the work and the Deliverables. These printing expenses will be charged to the District not to exceed Five Hundred Dollars and no/100 (\$500.00) per report or large print or 11 x 17 print media products listed in 7.1 unless the Client authorizes the expense. Where possible and if time allows, district print production can be utilized.
  - e. Transportation and Lodging expenses will be submitted with the appropriate documentation for the Client to submit payment to the Consultant. If fuel chargers per gallon exceed \$4.00, mileage expenses will be charged by mile at the rate of 30/100 (\$0.30).
- 8.2 <u>Contingency</u>. The payment plan stated in 8.1 is contingent upon the Client utilizing Consultant services for the specified amount of time or providing the following data:
  - a. If the District is unable to provide the requested data as stated in 7.2, the Consultant will charge the Client the cost associated with obtaining the information in 7.2 which is not included in the prices listed in section 8.1.
- 8.3 <u>Additional Services</u>. Any additional services shall be authorized in writing by Client prior to initiation and compensated at the rate of One Hundred and 00/100 (\$100.00) per hour unless otherwise negotiated by both parties.
- 9.0 Consultant Content. Consultant Content shall consist of at least the following:

- 9.1 Enrollment Projection Model
- 9.2 Population Projection Model

# 10.0 Work Product.

- 10.1 Enrollment Analysis
  - a. Includes detailed analysis of the District enrollment.
  - b. Information about the Model Methodology.
  - c. Information about the Types of Growth.
  - d. Information about the residential development activity expected in the District.
  - e. 5-Year Enrollment Forecast.
  - f. Tables with a mid projection for each facility in the District.
  - g. Maps that identify future growth areas.
  - h. Maps of current boundary and Facility enrollment history

#### 10.2 Facilitation/Presentations

- a. Board Member Meetings maximum 1 per year with two additional meetings in the year a boundary analysis is chosen.
- b. Staff/Committee Meetings maximum 2 per year
- c. Aforementioned meetings use determined by client, the consultant or client may request additional meetings beyond the maximum number allotted that if the client agrees will be an additional expense at the cost stated in 8.3.

### 10.3 Maps

- a. School District Map that provides information about each facility's boundary, geographical reference to the surrounding community, and references the schools each planning area will attend.
- b. Facility maps for each facility that provides information about the facility boundary, community location, specific school location, and school information.
- c. Maintenance of Geographic Information System (GIS) of attendance area of each facility, school sites, and planning areas.

# 11.0. Client Content. Client Content may consist of the following elements:

- 11.1 Digital student data for each student with at minimum the fields of address, grade, gender, and ethnicity.
- 11.2 Digital shape-file of parcels in the District.
- 11.3 Digital street center lines file for all streets in the District that has the appropriate fields for accurate geocoding.
- 11.4 Digital shape-file of all school sites in the District.
- 11.5 Digital shape-file of the current school boundaries for each attendance area.
- 11.6 City and County Future Planning Maps of the area within the District.

11.7 Any other data, images, programming, photographs, illustrations, graphics, audio clips, video clips, or text necessary for the completion of the project.

[Remainder of page left blank intentionally. Signature pages follow.]

The parties have executed representatives as of			of	Work	by	their	duly	authorized
CONSULTANT								
RSP & ASSOCIATES, LLC								
Ву:		-						
Title:		-						
Date:		-						
CLIENT								
Linn Mar Community School District, Linn	n Coun	nty, State of Io	owa					
Ву:		_						
Title:		_						
Date:		_						
ATTEST:								
By:		_						
Name: Secretary, Board of Directors		_						
APPROVED AS TO FORM:								
By:School Board Attorney		_						

# **Certificate of Substantial Completion**

PROJECT:	PROJECT NUMBER: 2153410/Rathje	OWNER: 🖂
(Name and address)	Construction	ARCHITECT: 🖂
LINN-MAR CSD WESTFIELD	CONTRACT FOR: General Construction	
PARKING LOT RECONSTRUCTION	CONTRACT DATE: November 09, 2016	
901 E Main Street NE, Robins, IA		FIELD:
52328		OTHER:
TO OWNER:	TO CONTRACTOR:	
(Name and address)	(Name and address)	
Linn-Mar Community School	Rathje Construction Co.	
District	305 44th Street	
2999 North 10th Street Marion, IA 52302	Marion, IA 52302	
PROJECT OR PORTION OF THE PROJECT	DESIGNATED FOR PARTIAL OCCUPANCY	OR USE SHALL INCLUDE:
ALL		
to be substantially complete. Substantial C portion is sufficiently complete in accorda its intended use. The date of Substantial C	Completion is the stage in the progress of tance with the Contract Documents so that Completion of the Project or portion design	itect's best knowledge, information and belief, he Work when the Work or designated the Owner can occupy or utilize the Work for nated above is the date of issuance established s required by the Contract Documents, except
Warranty	Date of Commer	ncement
ALL	August 17, 201	7
Shive-Hattery, Inc.	Emily Wesky	August 18, 2017
ARCHITECT	BY	DATE OF ISSUANCE
responsibility of the Contractor to comple	ed is attached hereto. The failure to include the all Work in accordance with the Contra arranties for items on the attached list will	e any items on such list does not alter the ct Documents. Unless otherwise agreed to in be the date of issuance of the final Certificate
Cost estimate of Work that is incomple	ete or defective: \$0.00	
The Contractor will complete or correct the of Substantial Completion.	he Work on the list of items attached heret	o within Forty (40) days from the above date
Rathje Construction Co.	Mary & Pathie	Dec 9-5-2017
CONTRACTOR	ВУ	DATE
The Owner accepts the Work or designate (time) on August 18, 2017 (date).	ed portion as substantially complete and w	ill assume full possession at 12:00 AM
Linn-Mar Community School District		
OWNER	ВҮ	DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Owner is responsible





# **EXTENDED SERVICE AGREEMENT**

DAKTRONICS, INC. ('Daktronics')

201 Daktronics Drive Brookings, SD 57006 Phone: (800) 325-8766

Daktronics Contact: Devan Goembel

For Internal Use Only	
Bill to Loc #:	
Bill to Contact:	
Check #:	

Customer ID: 128625-002

Purchaser:

Linn-Mar Community School District

Address:

2999 10th St

City, State, Zip:

Marion, IA 52302-5478

Country: Phone:

United States (319) 892-4800

Contact:

Bobby Kelly Email: bkelley@linnmar.k12.ia.us

**Purchaser** hereby agrees to purchase the services, peripherals and additional supplies (collectively, the 'Services') as described on Attachment A, subject to this Extended Service Agreement, the Terms and Conditions of Extended Service, and any and all applicable Attachments (collectively, the 'Agreement'), which documents Purchaser has reviewed and agrees to accept.

Term (Duration) of the Agreement

Commencement Date: 28 October 2017 Expiration Date: 27 October 2018

End user: Linn-Mar Aquatic Center, Marion, Iowa, United States

End user ID: 128625-003

Original Job No.: \$187734
Price & Payment Terms
Due upon Commencement Date
\$2,040

# Unless specifically outlined in any Attachments or in the Agreement, this Agreement does *not* include the following:

- 1. Any applicable taxes.
- 2. Third party systems, hoist systems, and any ancillary equipment. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, and static advertising panels. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <a href="https://www.daktronics.com/exclusions.">www.daktronics.com/exclusions.</a>
- 3. Incorporation of accessories, attachments, software or other devices not furnished by Daktronics.

Proposal Date: 17 October 2017

Order No. E187734-3

# **EQUIPMENT LIST**

Customer Name	Original Job No.	Description of Equipment covered under this Agreement	Quantity	Customer ID
Linn-Mar Aquatic Cei	nter 3457 10th St,	Marion, IA 52302-5957		
	S187734	+DVNMC-601-192X416-10-RGBSF Indoor Message Center	1	128625-003
	S187734	+Omnisport 2000 Control Console	1	128625-003
	\$187734	+HS-200 Horn Start	1	128625-003
	S187734	+RC-100 Control Console	8	128625-003
	\$187734	+SW-3004 Swimming Scoreboard	2	128625-003
	S187734	+PC-2002 Pace Clock	3	128625-003

<sup>+</sup>The indicated equipment will be covered under this Agreement, E187734-3, for one (1) additional year from the current commencement date of 28 October 2017, after which, the indicated equipment may no longer be supported by Daktronics under a service agreement. Service will be billable on a time and materials basis.

Proposal Date: 17 October 2017 Order No. E187734-3

#### **ATTACHMENT A**

# **GOLD®** Services

#### **Scope of Services**

#### Services Included

- 1. Daktronics parts coverage which includes:
  - 1.1. Daktronics Rapid Parts™ Exchange Program for available parts only.
  - 1.2. Repair or replacement of failed electronic parts or assemblies.
  - 1.3. Shipping of repaired or replaced failed electronic components from Daktronics.
- 2. Technical support via telephone during business hours as defined below.
- 3. Access to the Service Coordination Center.

**Gold shall not include** nor be construed to include any service or support that is not expressly stated above in the definition of the Gold service. Examples of services that are not within the scope of Gold service include, but are not limited to, the following:

- On-site labor to diagnose and/or replace failed electronic components.
- Network Operations Monitoring services.
- · After hours telephone support.

Above listed exclusions are available as billable services. Quotes may be provided upon request.

#### **Business Hours:**

Monday through Friday, 8 am to 5 pm CST (excludes Daktronics observed holidays).

#### **Purchaser Responsibilities**

The items listed below are the responsibility of the Purchaser.

- 1. Purchaser is responsible for routine operator functions such as content creation or scheduling.
- 2. Purchaser is responsible for management of customer-owned spare parts inventory.
- 3. Purchaser is responsible for costs of any on-site labor to diagnose and/or replace failed electronic components.
- 4. Purchaser is responsible for providing lift access to the display.
- 5. Purchaser is responsible for the maintenance items listed below; failure to properly maintain equipment may, at Daktronics' sole discretion, relieve Daktronics of its responsibilities under the Terms and Conditions of Extended Service attached hereto.
  - 5.1. Throughout the term of this Agreement, Purchaser shall maintain site conditions within the common environmental range of all system devices as specified by Daktronics.
  - 5.2. Purchaser is responsible for routine maintenance functions.
  - 5.3. Purchaser is responsible for purchasing and maintaining antivirus software on all control devices connected to Daktronics equipment. (See Daktronics Knowledge Base for list of supported software. DD2079868 http://www.daktronics.com/Support/KB/Pages/Antivirus-software-recommendations.aspx

Gold\* is a registered Daktronics trademark.

This Agreement shall be subject to the attached Terms and Conditions of Extended Service.

Proposal Date: 17 October 2017 Order No. E187734-3

address indicated on page one (1) of this Agreement delivered at the address specified below: unless otherwise specified below: Site Address: Billing Address: Linn-Mar Aquatic Center
Address: 3457 10+4 C Company: City, State, Zip: Marion, IA 52302-5957 Address: Country: United States City, State, Zip: Country: Phone: Contact: Email: ACCEPTANCE: In witness hereof, the parties hereto have executed this Agreement by and through their duly authorized officers. **PURCHASER: Linn-Mar Community School District** \_\_\_\_\_ Name/Title:\_\_\_\_\_ Date:\_\_\_\_\_ Date:\_\_\_\_\_ PURCHASER PO # \_\_\_\_\_ DAKTRONICS, INC. By: \_\_\_\_\_ Date: \_\_\_\_\_ This form is an important part of your coverage. Please sign and return the entire Agreement to Daktronics, Inc.

Purchaser hereby confirms that the Services are to be

Proposal Date: 17 October 2017 Order No. E187734-3 Copyright © Daktronics, Inc. DF-2940 Rev-070115

days from Proposal Date.

All invoices will be forwarded to Purchaser at the

Once the signed Agreement is entered into our system, you will receive a copy for your records. Offer expires 60

#### TERMS AND CONDITIONS OF EXTENDED SERVICE

- 1. Scope of Extended Service Agreement. The scope of the Extended Service Agreement (the "Service Agreement") covers the Equipment and any Software delivered by Daktronics that is delivered under the terms of the applicable software agreement between Purchaser and Daktronics, and shall also include those services defined on Attachment A, SCOPE OF SERVICES (excluding maintenance services which are the responsibility of Purchaser as defined on Attachment A or services which may be purchased for an additional fee) (the "Services"). Response Times are defined on Attachment A.
- 2. Contract Documents. The parties agree that any subsequently-issued Purchaser form, such as a purchase order, shall incorporate the terms and conditions of this Service Agreement. The provisions of this Service Agreement shall control in the event of any conflicting provision in Purchaser's form.
- 3. Commencement Date. The Services shall begin upon the date stated as the 'Commencement Date' as detailed elsewhere in this agreement.
- 4. <u>Conditions Precedent</u>. Daktronics reserves the right to suspend its performance in the event Purchaser fails to: (a) make payment as required, (b) maintain the Equipment within the recommended environmental conditions, including but not limited to appropriate ventilation/air conditioning for its location (Air conditioning systems must be maintained according to manufacturer's specifications), (c) perform preventative maintenance not included within this Service Agreement, or (d) perform any other obligation including, without limitation, complying with the terms of any software agreement between Purchaser and Daktronics.
- 5. <u>Payment</u>. Unless otherwise stated, the price is exclusive of federal, state and local taxes, including without limitation sales, use, excise, privilege, or transactional taxes, but excluding Daktronics' income tax ('Tax'). Purchaser shall promptly pay upon demand such applicable Tax. Purchaser must present a valid exemption certificate if it claims any exemption from Tax. Late payments shall accrue interest at the rate of 1.5% per month or the highest amount permitted by law, whichever is lower.
- 6. <u>Spare Parts Package</u>. In the event the Equipment was purchased with a spare parts package, the parties acknowledge and agree that the spare parts package is designed to exhaust over the life of the Equipment and, as such, the replenishment of the package is not included in the scope of this Service Agreement.
- 7. <u>Replacement Parts</u>. Any replacement parts or Equipment will be new or serviceably used, comparable in function and performance to the original part or Equipment, and warranted for the remainder of the Warranty Period. Purchasing additional parts or Equipment from Daktronics does not extend the Warranty Period.
- 8. <u>Limitations of Coverage</u>. This Service Agreement does not cover: (a) service due to: (i) inadequate or improper power, including without limitation a sudden surge of electrical power; (ii) improper handling, installation, adjustment, service, care, maintenance, storage or use of the Equipment; (iii) a Force Majeure Event; (iv) environmental conditions outside the Equipment's technical specifications (including, without limitation excessive temperatures, corrosives, and metallic pollutants); (v) defects or failures occurring during a lapse in service coverage; (vi) incorporation of accessories, attachments, software or other devices or systems not furnished by Daktronics; or (vii) any other cause other than ordinary use; (b) the provision of replacement communication methods (such as wire, metallic or fiber optic cable, conduit, trenching or other solutions) for the purpose of overcoming local site interference; (c) LED degradation or ultraviolet (UV) damage (degradation means the LED continues to emit light, but at some lesser level of brightness); (d) paint or refinishing the Equipment or furnishing material for this purpose; (e) pixel failure less than a total of .5% of the overall display, or in the case of free form elements, one entire element; (f) electrical work external systems, audio systems, video processors and players, HVAC equipment, and LCD screens; (i) the security or functionality of End User's network or systems, including anti-virus software updates; or (j) any physical damage which includes, but is not limited to, missing, broken, or cracked components resulting from non-electrical causes; altered, scratched, or fractured electronic traces; missing or gauged solder pads; cuts or clipped wires; crushed, cracked, punctured, or bent circuit boards; or tampering with any electronic connections. Further, in displays manufactured using certain LEDS as indicated by an M or WR (indicating LED type) in the display name, this Agreement does not cover pixel failure after five (5) years.
- 9. Actions that Void the Service Agreement. Daktronics shall be under no obligation to continue service under this Service Agreement if the Equipment or Software is: (a) moved from its location of initial installation or reinstalled without the prior written approval of Daktronics (unless the equipment was designed by Daktronics to be mobile), or (b) improperly repaired or altered in a manner inconsistent with the Equipment manufacturer's standards or recommendations.
- 10. Service Providers. Daktronics may select the parties delivering services under this Service Agreement at its reasonable discretion.
- 11. Access to the Equipment. The Purchaser shall provide unfettered, solid, safe and unrestricted access to the Equipment (including, if requested, any installed Software) taking into account environmental or site conditions. Unless otherwise specified on Attachment A, the Purchaser shall be required to provide any lifts or access equipment. Additional equipment or personnel required for safety, as determined by Daktronics in its reasonable discretion, shall be billed separately on a time and material basis.
- 12. Adverse Conditions. In no event shall Daktronics be obliged to perform Services under this Service Agreement during the existence of Adverse Conditions. 'Adverse Conditions' include without limitation, the following: severe inclement weather, hazardous site conditions including infestations of animals or dangerous insects, saturated ground conditions, or residence or occupation by unauthorized personnel. The determination of a site condition as an Adverse Condition shall be at the reasonable discretion of Daktronics. Inaccessibility due to Adverse Conditions will exempt a location from coverage under this Service Agreement until such time as the Equipment becomes safely accessible once again.
- 13. <u>Cooperation</u>. Purchaser shall fully cooperate with Daktronics in connection with the service of the Equipment and Software. The Purchaser shall promptly notify Daktronics of Equipment and Software failure. Waiver of liability or other restrictions shall not be imposed as a requirement prior to accessing the site.

Proposal Date: 17 October 2017 Order No. E187734-3

- 14. <u>Return Items</u>. All items returned to Daktronics must have a Return Material Authorization (RMA) number. For exchange items, the number is included with the shipment of the exchange unit. For repair items, an RMA number can be obtained by phone (800-325-8766), (International +1-605-697-4000), fax (605-697-4444) unless otherwise directed by Daktronics.
- 15. Shipping. When returning parts to Daktronics for repair or replacement, Purchaser assumes all risk of loss or damage, agrees to use any shipping containers, which might be provided by Daktronics, and agrees to ship the Equipment in the manner prescribed by Daktronics. If returning equipment within the United States or within Canada, all Equipment must be returned by Purchaser FOB Daktronics' designated facility. If returning equipment across country borders, all Equipment must be returned by Purchaser DDP Daktronics' designated facility per INCOTERMS 2010. Daktronics assumes all risk of loss or damage during return shipment to Purchaser and such Equipment shall be returned by Daktronics FOB or DDP Purchaser's designated facility as appropriate.
- 16. Confidentiality. To the extent permitted by law, Purchaser shall consider all information furnished by Daktronics, including the terms and conditions of this Service Agreement, to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than fulfillment of this Service Agreement unless Purchaser first obtains written permission from Daktronics to do so. Purchaser shall provide confidential information only to those of its agents, servants, and employees who have been informed of the requirements of this paragraph and have agreed to be bound by them. The provisions of this paragraph shall survive termination of the Service Agreement.
- 17. <u>Default.</u> Daktronics reserves the right to terminate this Service Agreement and accelerate all amounts due and payable if: (a) Purchaser fails to make payment to Daktronics within ten days of the agreed payment dates, (b) Purchaser otherwise fails to comply with any material provision of this Service Agreement, or (c) any proceeding is filed by or against Purchaser in bankruptcy. Daktronics reserves all its rights (both legal and equitable) under the Agreement, applicable statutes, and the common law. If Purchaser fails to perform any covenant or obligation under this Service Agreement or any other agreement that Purchaser has with Daktronics, including without limitation the failure to pay when due any amounts owed to Daktronics, Daktronics shall be excused from the performance of any of its obligations under this Service Agreement and any other agreement it has with the Purchaser. Purchaser shall be liable for any and all costs and expenses (including reasonable attorney's fees) incurred by Daktronics in enforcing any provision of this Service Agreement.
- 18. Indemnity. Daktronics shall indemnify, defend and hold harmless the Purchaser and their respective subsidiaries, officers, directors, shareholders, partners, employees, agents, insurers, successors and assigns from any third-party claims for liability, losses, damages, costs or expenses (collectively, 'Losses') to the extent that such Losses arise out of: (i) any negligent act or omission by Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control related to the execution of this Service Agreement; (ii) any claim against any indemnified party by reason of or alleging any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right regarding the Equipment or the Software and its components; or, (iii) any fine or assessment with respect to any violation or alleged violation of any applicable laws regarding safety or health.

The Purchaser shall indemnify, defend and hold harmless Daktronics and its subsidiaries, officers, directors, shareholders, partners, representatives, employees, agents, insurers, successors and assigns of each of the foregoing from any and all Losses arising out of or in any way related to: (i) any negligent act or omission by the Purchaser or its personnel, agents, subcontractors, or others engaged by the Purchaser or under their control (other than Daktronics or its personnel, agents, subcontractors, or others engaged by Daktronics or under Daktronics' control), or (ii) any unauthorized or infringing use by an indemnified party of any patent, process, trade secret, copyright, trademark, or other intellectual property right.

- 19. <u>Disclaimers; Limitation of Liability.</u> Daktronics makes no representations or warranties under this Service Agreement. The damage limitation provided in this Service Agreement and the remedies stated herein shall be exclusive and shall be Purchaser's sole remedies. THE PARTIES AGREE THAT IN NO EVENT WHATSOEVER SHALL THE LIABILITY OF EITHER PARTY EXCEED THE AMOUNT OF THE PURCHASE PRICE. IT IS AGREED THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, REGARDLESS OF CAUSE, WHETHER SUCH LOSSES ARISE DIRECTLY OR INDIRECTLY FROM THE OTHER PARTY'S ACTS, OMISSIONS, OR BREACH. For the purposes of this Agreement, the Parties agree that "Consequential Damages" include, but are not limited to, loss of use, loss of profit, loss of business opportunity, and loss of advertising revenue. Purchaser explicitly accepts the provisions of this paragraph in return for the prices granted under the Service Agreement. Purchaser understands and agrees that the prices granted herein would be higher in the absence of this limitation of liability. No action against Daktronics shall be commenced more than one year after the accrual of the cause of action. Daktronics shall have no liability with respect to claims relating to or arising from use of third-party products and services.
- 20. <u>Force Majeure</u>. Both parties shall be excused from any liability under this Service Agreement for any delay in performance or failure to perform which delay or failure to perform is caused by circumstances which are beyond the reasonable control of that party, including without limitation acts of God, natural disaster, fire, flood, labor or material shortages, war, vermin, earthquakes, tsunami, acts of terrorism, etc. (a 'Force Majeure Event').
- 21. <u>Assignment</u>. Unless otherwise stated, this Service Agreement may not be assigned by either party without the prior written consent of the other party.
- 22. <u>Miscellaneous</u>. This Service Agreement shall be governed by the laws of state where the Services are provided without regard to its conflict of law principles. This Service Agreement is the product of negotiations between the parties hereto represented by counsel and any rules of construction relating to interpretation against the drafter of an agreement shall not apply to this Service Agreement and are expressly waived. This Service Agreement represents the entire agreement of the parties and supersedes any previous understanding or agreement regarding the Services. This Service Agreement may not be amended or altered in any manner except in a writing signed by both parties. This Service Agreement may be executed in counterparts. The Purchaser and Daktronics are not partners or joint venturers. If any part of this Service Agreement is in any manner held to be invalid, illegal, void, or to be in conflict with any law, then the validity of the remaining portions or provisions of this Service Agreement shall not be affected, and such part, term, paragraph or provision shall be construed and enforced in a manner designed to effectuate the intent expressed in this Service Agreement to the maximum extent permitted by law.

Proposal Date: 17 October 2017

Order No. E187734-3

# Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Dr. Michelle Blair , Independent Contractor ("IC"), for the performance of certain services
to or for the District or the District's High School Orchestra (LMHSO)
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 adjudication & clinician services which shall generally involve
Working and critiquing students . The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:
Wednesday, October 11th @ LMHS, 3:45 until completion.
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 \$\frac{100}{9}\$ OR at a rate of \$\frac{n.a}{n.a}\$, not to exceed \$\frac{n.a}{n.a}\$ 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. Fess 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: Angle Morrison, 2999 N 10th St. Marion IA 52302.
3. INSTRUMENTATIONS: District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:
4. TERM: This Agreement shall begin on October, 11th , 20 17 and shall continue in effect until October, 11th , 20 17, 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 Contract 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 fess, 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

This Agreement signed and dated and	
Independent Contractor	Linn-Mar Community School District
By: 1.: 1 .110 D 010.10	By:
Printed Name / D. Blaik	Printed Name:
Michelle 184	
Title:	Title:
11116	Board President

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

WHEREAS, Linn-Mar Community School District ("District"), a school corporation,
intends to contract with Dr. Gerald Kreitzer , Independent Contractor ("IC"),
for the performance of certain services, with the goal being to provide
clinician for All-State Quartets to or for the District or the District's
Music Department .
THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:
1. <b>SERVICES TO BE PERFORMED:</b> District shall employ IC for the term of this Agreement to perform the following <u>clinician</u> services which shall
generally involve <u>adjudication and providing feedback to quartets</u> . The services to be provided shall be performed within the phases (or timeline or dates) outlined below:
October 11, 2017
2. <b>TERMS OF PAYMENT:</b> The sum is to be paid at the close of the \$200.00 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 \$\\$200.00 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 October 11, 2017 . 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. Music Department
  - B. Music Department
  - C. Music Department
  - D. Music Department
  - E. Music Department
- 4. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
- INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that 5. 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 October 11, 20 17 and shall continue in effect until October, 20 17, 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 1	7 day of <u>October</u> , 20 <u>17</u> .
Independent Contractor	Linn-Mar Community School District
_	Ву:
By: Dr. Gerald Kreitzer	
	Title:
Title: Director of Music Activities  Mount Mercy Univers	Board President

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# Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Christina Mixemung., Independent Contractor ("IC"), for the performance of certain service to or for the District or the District's HS Orchestra.
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 125500 services which shall generally involve working with Students. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:
Thursday's from 11:45-2:45
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 \$\frac{V/A}{A}\$ OR at a rate of \$\frac{22}{16000}\$ hour, not to exceed \$\frac{2232}{16000}\$ 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. Fess 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 10th St. Marion IA 52302.
3. INSTRUMENTATIONS: District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:
4. TERM: This Agreement shall begin on November 2, 2017 and shall continue in effect until, 20, 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 Contract 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 fess, 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 9th day of October, 2017.		
Independent Contractor	Linn-Mar Community School District	
By: Church	Ву:	
Printed Name Christina Mixemong	Printed Name:	
Title:	Title:	

**Board President** 

# Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Mr. Thomas Schilke , Independent Contractor ("IC"), for the performance of certain service
to or for the District's High School Orchestra Program (LMHSO)
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 Guest Director services which shall generally involve Working with students and guest conducting. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:
Monday, November 6th - Rehearsal @ LMHS, 7:15 a.m 8:00 a.m. Tuesday, November 7th - Dress rehearsal @ St. Marks, 6:00 p.m 6:30 p.m. Tuesday, November 7th - Concert @ St. Marks, 7:30 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 \$\frac{400}{0} OR at a rate of \$\frac{n/a}{0}, not to exceed \$\frac{n/a}{0} 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. Fess 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 10th St. Marion IA 52302.
3. INSTRUMENTATIONS: District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:
Millage at state rate of \$0.39 per mile not to exceed \$100.00.
4. TERM: This Agreement shall begin on November 6 , 2017 and shall continue in effect
until November 7, 20 17, unless earlier terminated by either party in accordance with section 11.

# 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 Mr. Thomas Schilke  Independent Contractor ("IC"), for the performance of certain service to or for the District or the District's High School Orchestra (LMHSO)
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 adjudication & clincian services which shall generally involve Working and critiquing students. The Services to be provided shall be performed within the phases (or timelines or dates) outlined below:
Wednesday, October 11th @ LMHS, 3:45 until completion.
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 \$\frac{100}{0}  OR at a rate of \$\frac{n/a}{n}  not to exceed \$\frac{n/a}{n}  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. Fess 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 10th St. Marion IA 52302.
3. <b>INSTRUMENTATIONS:</b> District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:
Millage at lowa rate of \$0.39 per mile, not to exceed \$50.
4. TERM: This Agreement shall begin on October, 11th , 20 17 and shall continue in effect until October, 11th , 20 17, unless earlier terminated by either party in accordance with section 11.

ASSIGNMENT: IC acknowledges that IC's services are unique and personal. Accordingly, IC may 12. not assign IC's rights or delegate IC duties or obligations under this Independent Contractor Agreement without the prior written consent of District. AMENDMENTS: This Independent Contractor Agreement may be supplemented, amended or 13. revised only in writing by mutual agreement of the parties. GOVERNING LAW: This Independent Contractor Agreement shall be governed by and construed 14. pursuant to the laws of the State of Iowa. ENTIRE AGREEMENT: This is the entire agreement of the parties and no other representations, 15. promises or agreements, oral or otherwise, shall be of any force or effect. This Agreement signed and dated this 6 day of October, 2017. **Linn-Mar Community School District** Independent Contractor By: Printed Name: Printéd Name Mr. Thomas Schilke

Title:

**Board President** 

Title: Orchestra Director

# Independent Contractor Agreement Linn-Mar Community School District

with Joshua Yem , Independent Contractor ("IC"), for the performance of certain service
to or for the District or the District's Linn-Mar High School Orchestra.
to of for the District of the District s
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 four services which shall generally involve services and English horn. The Services to be provided shall be performed within the phases (or
timelines or dates) outlined below:
10/12 7-9 pm (rehearsal) 10/20 8:30-9:15 am (rehearsal) 10/24 8:30-9:15 am (rehearsal) 10/24 8 pm (concert)
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 \$\frac{200}{200} \text{ OR} at a rate of \$\frac{1}{200} \text{, 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. Fess 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 10th St. Marion IA 52302.
3. INSTRUMENTATIONS: District shall supply the following instrumentations necessary to accomplish the designated services listed in this Agreement:
4. TERM: This Agreement shall begin on October 12, 20 17 and shall continue in effect antil October 24, 20 17, 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 Contract 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 fess, 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 10th	day of October, 20_17
Independent Contractor	Linn-Mar Community School District
By:	By:
Printed Name Joshua Yem	Printed Name:
Title:	Title:

**Board President** 

# LICENSE AGREEMENT COMMERCIAL

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

- 1. Definitions
- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.
- 1.2 "Licensed Product" means products bearing the Trademarks.
- 1.3 "Royalty Rate" means the percentage defined in Exhibit B.
- 1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.
- 2. LICENSE
- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.
- 2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.
- LICENSOR'S CONTROL

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

#### 4. USE OF THE TRADEMARK

- 4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.
- 4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.
- 4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.
- 4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

#### TERMINATION

- 5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.
- 5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

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

#### 6. REPORTING AND PAYMENTS

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

#### 7. MISCELLANEOUS

- 7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.
- 7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.
- 7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.
- 7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.
- 7.5 Amendments. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.
- 7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.
- 7.7 Notice. All communication to be given under this Agreement shall be in writing and shall be delivered by hand, by facsimile, by registered or certified mail through the United States postal service, or by courier service at the addresses listed below.

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

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

Please print (except fo	or your signature) and provide all the information requested.
Licensee: (Commercial	
Full Name of Team/Entity: _	Linn-War Booster Club (Example: LM Starz 3rd Gr Girls' BB Team)
Contact's Title/Position:	Pete King - President (Example: Head Coach)
Contact's Printed Name: Contact's Signature:	0411
How to Reach Contact:	Phone: 319-377-0023 Email: Phing 1246 @ Mchsiclom
	Full Address: 2960 Somorbrook Lu Marion, XM 52302
Licensor:	
Linn-Mar Community School 2999 N 10 <sup>th</sup> Street, Marion, I District Contact: Angie More Email: <a href="mailto:amorrison@Linnmar">amorrison@Linnmar</a> Phone: 319-730-3673	iA 52302 rison, Business Manager .k12.ia.us
Approver's Printed Name &	Title: Sondra Nelson, Board President
Approver's Signature:	Date:

executed by their duly authorized representatives as of the date first set forth above.
Please print (except for your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: Yet Work, Inc., Oba Leve /10 (Example: LM Starz 3rd Gr Girls' BB Team)
Contact's Title/Position:
Contact's Printed Name: Debbie Proger
Contact's Signature: Libble 1/2000 Date Signed: 8/29/17
How to Reach Contact:  Phone: 3/9-292-0412  Email: debore@levelroapparel.com  Full Address: 820 N 20Th Ave  Muxtha, TA 5233
Licensor:
Linn-Mar Community School District 2999 N 10 <sup>th</sup> Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager Email: amorrison@Linnmar.k12.ia.us Phone: 319-730-3673  Approver's Printed Name & Title: Sondra Nelson, Board President
Apploted of this of their solution, south i toliton
Approver's Signature:Date:

Counterparts. This Agreement may be executed in several counterparts, each of

which shall be an original, but all of which together shall constitute one and the same

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be

7.8

Agreement.

Agreement.
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.
since and only an analysis and a second a second and a second a second and a second a second and
Please print (except for your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: Dottis Kitchen and Craft Creations (Example: LM Starz 3rd Gr Girls' BB Team)
Contact's Title/Position: Owner
(Example: Head Coach)
Contact's Printed Name: Dotti Burke
Contact's Signature: Date Signed: 10/2/17
How to Reach Contact: Phone: (319) 362-2755
Email: aburke 2779 @ aol. com
Full Address: 1101 19th St SE
Cedar Rapids, LA 52403
Licensor:
Linn-Mar Community School District 2999 N 10 <sup>th</sup> Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager Email: <a href="mailto:amorrison@Linnmar.k12.ia.us">amorrison@Linnmar.k12.ia.us</a> Phone: 319-730-3673
Approver's Printed Name & Title: Sondra Nelson, Board President
Approver's Signature:Date:

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

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.
Please print (except for your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: Velocity Graphix Screen Printing (Example: LM Starz 3 <sup>rd</sup> Gr Girls' BB Team)
Contact's Title/Position: (Example: LM Starz 3 <sup>rd</sup> Gr Girls' BB Team)
(Example: Head Coach)
Contact's Printed Name: Chris Horaham
Contact's Signature: Date Signed:
How to Reach Contact:  Phone: 319-365-1151  Email: 1010 @ Welocitycr. Com  Full Address: 714 Dakland Rd NE  Claan Rapids, 1A  52402
Licensor:
Linn-Mar Community School District 2999 N 10 <sup>th</sup> Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager Email: amorrison @Linnmar.k12.ia.us Phone: 319-730-3673
Approver's Printed Name & Title: Sondra Nelson, Board President
Approver's Signature:Date:

Counterparts. This Agreement may be executed in several counterparts, each of

which shall be an original, but all of which together shall constitute one and the same

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IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.
Please print (except for your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: IMS PSRANDLED SolutionS (Example: LM Starz 3 <sup>nd</sup> Gr Girls' BB Team)  Contact's Title/Position: Chris Abraham, President
Contact's Title/Position: Chris Abraham, President (Example: Head Coach)
Contact's Printed Name:
Contact's Signature: Chu Clush Date Signed: 9/29/17
How to Reach Contact:  Phone: 319 365-7159  Email: CAbrahan Dimologoshop com  Full Address: 716 Dakland Rd NE St. 100
<u> Cldar Kapids, 1A 52402</u>
Licensor:
Linn-Mar Community School District 2999 N 10 <sup>th</sup> Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager Email: amorrison@Linnmar.k12.ia.us Phone: 319-730-3673
Approver's Printed Name & Title: Sondra Nelson, Board President
Approver's Signature:Date:

which shall be an original, but all of which together shall constitute one and the same Agreement.
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.
executed by their dury authorized representatives as of the date hist set forth above.
Please print (except for your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: SPORTS CONNECTION INC. BIR BRANDED APPARCE (Example: LM Starz 3rd Gr Girls' BB Team)
Contact's Title/Position: DAN KRAPFC RESSENT (Example: Head Coach)
Contact's Printed Name:
Contact's Fillied Ivame.
Contact's Signature:
How to Reach Contact: Phone: 319/447-0349
Email: DANC BRINDED APPAREL NET
Full Address: 4995 CHANDLER COURT
Full Address: 4995 CHANDLER COURT  MAKION, IA 52302
Licensor:
Linn-Mar Community School District
2999 N 10 <sup>th</sup> Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager
Email: amorrison@Linnmar.k12.ia.us
Phone: 319-730-3673
Approver's Printed Name & Title: Sondra Nelson, Board President
Approver's Signature: Date:
Approver's Signature:Date:

7.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.
Please print (except for your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: Captivating CRAFTS LLC (Example: LM Starz 3rd Gr Girls' BB Team)
Contact's Title/Position: LARRY OR NANCH Smith OWNERS (Example: Head Coach)
Contact's Printed Name: Larry Smith
Contact's Signature: Date Signed: 10-4-17
How to Reach Contact: Phone: 3/9-373-5926
Email: <u>Captivating CRAFTS &amp; GMAIL, COM</u> Full Address: 1890 7 th Ave
MARION IA 52302
Licensor:
Linn-Mar Community School District 2999 N 10 <sup>th</sup> Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager Email: <a href="mailto:amorrison@Linnmar.k12.ia.us">amorrison@Linnmar.k12.ia.us</a> Phone: 319-730-3673
Approver's Printed Name & Title: Sondra Nelson, Board President
Approver's Signature:Date:

Please print (except for your signature) and provide all the information requested.
Licensee: (Commercial)
Full Name of Team/Entity: Cotton Gallery, LTD  (Example: LM Starz 3rd Gr Girls' BB Team)
Contact's Title/Position: Prosident
(Example: Head Coach,
Contact's Printed Name: Michael B. Stromert
Contact's Signature: Date Signed: 9/29/17
How to Reach Contact: Phone: (319) 373-0068
Email: Mbstromert@cottongallery.com
Full Address: 799 44 th St
Marion IA 52302
Licensor:
Linn-Mar Community School District 2999 N 10 <sup>th</sup> Street, Marion, IA 52302 District Contact: Angie Morrison, Business Manager Email: <a href="mailto:amorrison@Linnmar.k12.ia.us">amorrison@Linnmar.k12.ia.us</a> Phone: 319-730-3673
Approver's Printed Name & Title: Sondra Nelson, Board President
Approver's Signature:Date:

Counterparts. This Agreement may be executed in several counterparts, each of

which shall be an original, but all of which together shall constitute one and the same

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be

7.8

Agreement.

# Exhibit A





a)



d)

b)



c)

e)



f)

- g) Linn-Mar Community School District
- h) Linn-Mar Lions

### Exhibit B

Commercial

Royalty Rate: 8%

Licensed Markets: Everything not prohibited by the Code of Conduct

Customers: Everyone

Term: 1 year

Reporting Period: Quarterly

# CODE OF CONDUCT

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

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

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

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

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

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

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

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

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 to or for the District's
Show Choir
THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND
REPRESENTATIONS SET FORTH HEREIN THE PARTIES AGREE AS
FOLLOWS:
1. <b>SERVICES TO BE PERFORMED:</b> District shall employ IC for the term of this
Agreement to perform the following Choreography services which shall
generally involve Dancing and preparing dances . The services to be
generally involve Dancing and preparing dances . The services to be provided shall be performed within the phases (or timeline or dates) outlined below:
August 17-24
2. TERMS OF PAYMENT:
The sum is to be paid at the close of the session session.
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 \$2000 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 August 24 . 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 Meals
  - B. Transportation
  - C.
  - D.
  - E.
- 4. **REIMBURSEMENT OF EXPENSES:** District will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing.
- INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that 5. 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 <u>August</u>, 20<u>17</u> and shall continue in effect until <u>May</u>, 20<u>18</u>, 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 17	day of <u>October</u> , 20
Independent Contractor	Linn-Mar Community School District
By: Alexis Robson	By:
Title:	Title:Board President

00942788-1\13379-000



### A Global Eagle Entertainment Company Telephone (800) 890-9494

# **REQUEST FORM**

Name: Marilee McConnell / Pam Harder	<sub>Title:</sub> Principal / Building Secretary		
Organization Name: Indian Creek Elementary S	chool		
Street Address: 2900 Indian Creek Road	o planta, contraga a		
City, State, Zip Code: Marion, IA. 52302	arkeritschung (1910) (1912) of a force of the second second		
Email: pharder@linnamr.k12.ia.us	Phone: 319.447.3270		
Screening Location: Indian Creek Elementary S	chool		
Address: 2900 Indian Creek Road			
BILLING (if different for	rom shipping location)		
<sub>Name:</sub> Sandy Clabough	<sub>Title:</sub> Accounting		
Organization: Linn-Mar Community School	Department:		
Street Address: 2999 N 10th Street	n tak η in in ex <sup>®</sup> out in the		
City, State, Zip Code: Marion, IA. 52302	e." Bargo e		
Email:	Phone: 319.447.3010		
REQ	<u>UEST</u>		
Movie Title: Trolls	1 (40 - 10 - 10 - 1		
Screening date (s): 11-21-17	Charging Admission: N (Y / N) (If charging admission cost is vs. 50% ticket sale		
Format: DVD I will Supply My Own Copy (DCP, Ser PLEASE NOTE: shipping is \$ \$20 roundtrip for DVD, \$115 for DCP	nd DVD, "I will supply my own copy")		
Indoors / Outdoors: Indoors	Estimated audience size: 650		
Posters: N (Y / N) Please specify amo			
FORM COMPLETED BY: Marilee McConnell	/ Pam Harder DATE: 10.19.17		



#### **Terms & Conditions**

#### I. LICENSING

- a. Unless otherwise noted on the booking confirmation, movies are licensed for one show on the date and location provided in the confirmation. All titles are protected by copyright and cannot be loaned, rented, edited or copied.
- b. In order to cancel a booking without penalty, Criterion Pictures must be notified in writing no less than 10 business days prior to the screening date. The full rental fee will apply for any screenings not cancelled before the deadline. If the movie has shipped then the screening can't be cancelled.
- c. If there is a scheduling conflict (weather-related or otherwise) contact Criterion Pictures in writing no more than 2 days after the original play date in order to reschedule. The screening can be rescheduled for a date no more than one year from the original play date without incurring an additional license fee (subject to confirmation that Criterion Pictures still has the necessary rights for the rescheduled date). All amounts due must be paid according to the schedule based on the original play date however.

#### II. HANDLING OF MATERIALS

- a. All copies of movies and other materials provided by Criterion Pictures must be returned to Criterion via UPS or FedEx on the first business day following the screening.
- b. Any media lost, stolen or damaged in transit or otherwise must be reported immediately to Criterion Pictures, and additional charges may apply including replacement cost if applicable and lost licensing fees.
- c. All return shipments must be insured and shipping and insurance documents retained for tracing and reimbursement.

#### III. PAYMENT TERMS

- a. Payment is due in advance of the screening date for new customers, and no later than 30 days from the date of invoice for those customers that have established credit.
- b. Criterion Pictures accepts cash, check, money order and all major credit cards. Any check returned due to non-sufficient funds must be replaced by money order or credit card for the full amount plus a \$40 service fee.
- c. Admission cannot be charged for the screening unless approved by Criterion Pictures at the time of booking.
- d. If admission is charged for the screening, either individually or combined with the screening of other titles,
  - i. Clients must pay the quoted license fee or 50% of the ticket sales whichever is the greater. Box office receipts must be reported to Criterion Pictures within ONE week of the screening date.
  - ii. Exhibitor agrees that Criterion Pictures will have the right to retain an outside auditor to visit the offices of the Exhibitor and inspect all records necessary to confirm the amounts reported to and amounts due to Criterion. Criterion will bear the costs of such audit unless the audit finds that Exhibitor under-reported receipts to the extent that such under-reporting is at least 5% of the accurate amount.

#### IV. RESTRICTIONS ON MARKETING, ADVERTISING AND PUBLICITY

- There is to be no promotion of the screening of any kind until Criterion Pictures confirms the booking via written confirmation.
- After receiving written confirmation, the following marketing is allowed to raise awareness of the screening:
  - i. Direct mail to a closed mailing list consisting of members of the community or of your organization
  - ii. E-mail to a closed e-mail list
  - iii. Flyers can be put up on or around the location of the screening and handed out in the venue.
  - iv. Telephone hotline that gives information about the screening
  - v. Information about the screening on Exhibitor's website
  - vi. References to the screening on Exhibitor's social media accounts is allowed, provided that only official images and logos are used and no altering has taken place.
  - vii. Any marketing, advertising or publicity of any kind not explicitly provided for above must be approved in advance by Criterion Pictures
- c. The following marketing is not allowed under any circumstances:
  - i. There can be no paid advertising in a public newspaper, television, radio or magazines, either as a standalone advertisement or as part of a series of events
  - There can be no planned or organized mass media coverage of the film event on television, radio or newspapers prior to the screening
  - iii. No press releases, that involve the film title, can be sent out without the prior approval of Criterion Pictures
  - iv. Only official marketing materials including images and logs may be used and no altering is permitted.

Exhibitor expressly agrees that a violation of any of the above Terms and Conditions may result in Criterion Pictures revoking the screening license, among other remedies that may be available to Criterion.

Name:	 	 
Signature:		



### Administrative Regulations Regarding Excursions and Trips -- Request Form

Code 603.3-R2

A written request for overnight excursions/trips must be submitted to the building principal not less than four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized. The request will include: rationale for the excursion/trip, purpose and objectives, justification for an overnight excursion/trip *if applicable*, detailed plans for student supervision, complete itinerary, resource manual with emergency contact information and protocols, cost/budget/source of funding, list of participants and required paperwork. The district will be responsible for obtaining a substitute teacher if one is needed. Within three weeks of completion of the excursion/trip the sponsor shall submit a written summary of the event to the building principal.

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

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

**Fieldtrip Criteria:** The following checklist <u>must be</u> submitted for overnight excursions/trips with required documentation:

Group: All-State Music Submitted by: Kim Bue (+ (Name)

Criteria		Description	Yes	No
Purpose	Required	The purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3		
Pre-Planning	Required	There is evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. This should include a prior visit by the teachers in charge. This could include evidence that a conscious decision has been made as to whether this excursion/trip is an initial common experience or a culminating experience.		
Follow-up	Required	There is evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.		
Assessment	Required	There is evidence that students will be required to demonstrate their understanding of the learning/s expected from this experience.		
Funding	Required	A source of funding has been determined that meets Department of Education and district guidelines. Reference Board Policy 603.3		
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.		
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.		
School Administrator A	Approval	His Buelt Date	10-19	-17
District Administrator	Approval	Date	10-2	0.17
Board Approval		Date		

Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

Adopted: 2/99

Reviewed: 7/11; 9/12; 9/13; 2/15

Revised: 1/0; 8/16

All-State Music Festival

November 16-18, 2017

Iowa State University, Ames, IA

85 students will audition on October 21, 2017

Students chosen will perform with other students from across the state in an honors performance on 11/18/17.

This is an optional opportunity, so there is no graded or assessed component.

Booster Club funds the hotel rooms & the individual vocal, band & orchestra accounts fund the meal allotment for each student.

Further information, such as hotel accommodations, roster, and itinerary, will be provided after the number of participants is determined.

### School Finance Report September 30, 2016

25% of the School Year Complete **Beginning Fund** Exp % Exp **Balance Balance Balance Current Budget Balance** Y-T-D Revenue This Mon Exp. Last Month Exp Y-T-D (Budget) (Budget) (Revenues) (Fund) 1) Instructional (1000-1999) \$54,600,000 \$4,190,024 \$1,284,917 \$6,199,92 11.4% \$48,400,077 \$26,900,000 \$1,967,786 \$1.525.226 \$4.920.346 18.3% \$21,979,654 Support Services (2000-2999) 3) Non-Instructional(3000-3999) \$254,322 \$3,499,719 \$3,838,000 \$63,598 \$338,28 8.8% 4) Other Expenditures((4000-5299) \$25,395,416 \$1,760,868 \$2,853,640 \$9,933,420 33.3% \$15,461,996 w/o transf Total \$110,733,416 8,172,999 5,727,380 21,391,970 18.0% \$89,341,446 w/o transf Interfund Transfers \$7,161,226 495,935 495.935 \$1,487,806 20.8% \$5,673,420 \$80,197,783 \$10.126.244 \$6.170.077 \$6,175,441 \$2.052.410 \$9.262.208 70.935.575 (3.092.132) Operating Fund-10 11.5% 7.034.112 \$156,964 \$48,741 \$208,032 Activity-21 \$1,375,000 \$555,799 \$323,144 15.1% 1,166,968 115,112 670,911 \$2,013,570 \$172,477 4.566 889,259 Management-22 \$1,145,000 \$16,123 \$51,870 \$1,140,434 99.6% (1,124,311 PERL-24 \$423,000 \$320,776 \$4,673 \$16,967 \$35,140 \$52,107 12.3% 370,893 (47,434) 273,342 SAVE-33 \$1.825.000 \$7,031,752 \$585.673 \$517.521 \$1,130,707 \$2,144,164 117.5% (319.164) (1,558,492) 5.473.261 \$1,276,435 \$5,000,000 \$4,957,033 \$490,046 \$1,767,415 3,232,585 Other Capitol Projects-35 \$2,350 35.3% (1,765,066 3,191,967 PPEL-36 \$5,860,000 \$3,478,709 \$111,024 \$500,455 \$946,838 \$1,905,763 32.5% 3.954.237 (1,794,739 1,683,969 Debt Service-40 \$11,022,633 \$4,236,478 \$1,557,826 \$0 \$0 \$4,563,116 41.4% 6,459,517 (3,005,290 1,231,187 Nutrition-61 \$3.585.000 \$1,153,321 \$90.021 \$251.060 \$35.782 \$297.211 8.3% 3.287.789 (207.190)946.131 Aguatic Center-65 \$275,000 \$136,654 \$35,373 \$11,855 \$28,402 \$50,250 18.3% 224,750 (14,877 121,777 \$820 23.732 Student Store-68 \$25,000 \$1,811 \$11,005 \$448 \$1,268 5.1% 9,737 11,548 Total \$110,733,416 \$34,012,147 \$8,907,288 \$8,172,999 \$5,727,380 \$21,391,970 19.3% 89,341,446 (12,484,682) 21,527,464 \$7,161,226 \$1,487,806 \$495,935 \$495,935 \$1,487,506 5,673,720 Interfund Transfers 0.0%

#### Linn-Mar Community School District

#### **Cash Balances**

Fiscal Year: 2016-2017 Date Range: 09/01/2016 - 09/30/2016 Increases Decreases Account Number Title **Beginning Balance** Debits Credits Cash Balance CASH IN BANK 10.0001.0000.000.0000.101000 7,942,492.11 4,989,898.08 6,016,022.21 6,916,367.98 CASH IN BANK 10.0002.0000.000.0000.101000 2,500.88 1.19 0.00 2,502.07 21.0001.0000.000.0000.101000 CASH IN BANK (116.56)9,884.66 9,768.10 0.00 CASH IN BANK 21.0002.0000.000.0000.101000 719,307.98 296,724.67 356,828.38 659,204.27 CASH IN BANK 22.0006.0000.000.0000.101000 925,351.97 45,773.32 81,866.06 889,259.23 24.0001.0000.000.0000.101000 CASH IN BANK 0.00 3,013.43 3,013.43 0.00 24.0003.0000.000.0000.101000 CASH IN BANK 285,787.18 4,541.28 16,967.43 273,361.03 33.0000.0000.000.0000.111008 REV BOND RESERVE INVESTMENT 321,500.00 0.00 0.00 321,500.00 1.885 REV BOND RESERVE CD 33.0000.0000.000.0000.111010 1,885,000.00 0.00 0.00 1,885,000.00 1.555 RESERVE CD 33.0000.0000.000.0000.111011 694,000.00 0.00 0.00 694,000.00 33.0000.0000.000.0000.111012 938,977 RESERVE CD 944,280.80 0.00 0.00 944,280.80 2013 Reserve CD Ohnward 33.0000.0000.000.0000.111013 966,803.12 0.00 0.00 966,803.12 33.0003.0000.000.0000.101000 CASH IN BANK 556,945.12 585,336.61 517,521.22 624,760.51 35.0003.0000.000.0000.101000 CASH IN BANK 3,681,402.82 610.57 490,046.02 3,191,967.37 36.0003.0000.000.0000.101000 CASH IN BANK 2,115,900.58 71,535.40 503,466.53 1,683,969.45 CASH IN BANK 40.0003.0000.000.0000.101000 665,528.18 565,658.98 0.00 1,231,187.16 CASH IN BANK 61.0001.0000.000.0000.101000 6,344.70 119,439.84 125,784.54 0.00 61.0004.0000.000.0000.101000 CASH IN BANK 1,710,563.21 216,270.94 554,551.36 1,372,282.79 CASH IN BANK 65.0001.0000.000.0000.101000 (10,017.11)19,737.50 9,720.39 0.00 CASH IN BANK 65.0002.0000.000.0000.101000 114,405.98 8,608.75 22,012.21 101,002.52 CASH IN BANK 1,717.65 11,847.75 68.0002.0000.000.0000.101000 11,359.68 1,229.58 23,529,698.61 6,948,394.90 8,708,797.46 21,769,296.05

End of Report

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### School Finance Report September 30, 2017

25% of the School Year Complete **Current Budget** Beginning Fund Exp % Exp **Balance Balance Balance** (amended) **Balance** Y-T-D Revenue This Mon Exp. Last Month Exp Y-T-D (Budget) (Budget) (Revenues) (Fund) 1) Instructional (1000-1999) \$57,300,000 \$4,390,251 \$856,342 \$6,323,374 11.0% \$50,976,626 \$27,606,000 \$1.981.867 \$1.661.601 \$4,957,624 18.0% \$22.648.376 Support Services (2000-2999) 3) Non-Instructional(3000-3999) \$233,199 \$69,766 \$4,176,000 \$318,28 7.6% \$3,857,719 4) Other Expenditures((4000-5299) \$20,131,272 \$870,957 \$1,091,664 \$7,021,53 32.8% \$13,109,741 w/o transf Total \$109,213,272 7,476,274 3,679,373 18,620,810 16.7% \$90,592,462 w/o transf Interfund Transfers \$6,250,690 419,582 419.582 419.582 6.7% \$5,831,108 \$83,117,078 \$10.394.825 \$6.221.801 \$5.901.242 \$1.883.495 \$8,521,412 74.595.666 (2.299.610 Operating Fund-10 10.3% 8.095.215 \$760,424 \$151,606 \$281,970 Activity-21 \$1,600,000 \$340,696 \$99,871 17.6% 1,318,030 58,726 819,150 \$72,577 \$1,018,632 182.368 (946,055 1,075,486 Management-22 \$1,201,000 \$2,021,542 \$137,372 \$11,115 84.8% PERL-24 \$466,000 \$450,338 \$12,284 \$7,304 \$63,078 \$70,382 15.1% 395,618 (58,097 392,241 SAVE-33 \$5,425,000 \$6.623.707 \$569.724 \$669,260 \$1.056.526 \$2,494,827 46.0% 2.930.173 (1,925,103) 4.698.604 -\$608 \$0 Other Capitol Projects-35 \$0 \$0 \$0 0.0% PPEL-36 \$2,865,000 \$871,058 \$216,255 \$370,533 \$490,661 \$1,266,968 44.2% 1,598,032 (1,050,713 (179.656 Debt Service-40 \$10,389,194 \$4,339,699 \$1,417,105 \$2,500 \$0 \$4,639,613 44.7% 5,749,581 (3,222,508 1,117,191 Nutrition-61 \$3,750,000 \$1.052.889 \$94.633 \$211,776 \$39.240 \$259,183 6.9% 3.490.817 (164.550 888.340 Aguatic Center-65 \$350,000 \$148,469 \$37,244 \$24,116 \$33,941 \$65,206 18.6% 284,794 (27,963 120,506 \$564 \$2,054 16,450 Student Store-68 \$50,000 \$1,748 \$17,321 \$2,618 5.2% 47.382 14,703 Total \$109,213,272 \$26,664,699 \$8,999,639 \$7,476,274 \$3,679,373 \$18,620,810 17.0% 90,592,462 (9,621,170) 17,043,529 \$6,250,690 \$1,258,745 \$419,582 \$419,582 \$1,258,745 0.0% 4,991,945 Interfund Transfers

#### Linn-Mar Community School District

#### **Cash Balances**

Fiscal Year: 2017-2018 Date Range: 09/01/2017 - 09/30/2017 Increases Decreases Account Number Title **Beginning Balance** Debits Credits Cash Balance CASH IN BANK 10.0001.0000.000.0000.101000 8,182,380.12 5,790,246.81 5,971,417.03 8,001,209.90 CASH IN BANK 10.0002.0000.000.0000.101000 2,517.84 1.80 0.90 2,518.74 21.0001.0000.000.0000.101000 CASH IN BANK 0.00 6,958.25 6,958.25 0.00 CASH IN BANK 889,644.67 21.0002.0000.000.0000.101000 293,763.91 366,148.98 817,259.60 CASH IN BANK 22.0006.0000.000.0000.101000 1,141,273.36 203,499.11 269,286.00 1,075,486.47 24.0001.0000.000.0000.101000 CASH IN BANK 0.00 3,055.54 3,055.54 0.00 24.0003.0000.000.0000.101000 CASH IN BANK 387,606.13 12,009.35 7,304.08 392,311.40 33.0000.0000.000.0000.111008 **REV BOND RESERVE INVESTMENT** 321,500.00 0.00 0.00 321,500.00 1.885 REV BOND RESERVE CD 33.0000.0000.000.0000.111010 1,885,000.00 0.00 0.00 1,885,000.00 1.555 RESERVE CD 33.0000.0000.000.0000.111011 694,000.00 0.00 0.00 694,000.00 33.0000.0000.000.0000.111012 938,977 RESERVE CD 944,280.80 0.00 0.00 944,280.80 2013 Reserve CD Ohnward 33.0000.0000.000.0000.111013 966,803.12 0.00 0.00 966,803.12 33.0003.0000.000.0000.101000 CASH IN BANK 540,318.91 567,819.14 669,511.45 438,626.60 36.0003.0000.000.0000.101000 CASH IN BANK 37,202.02 153,675.17 370,533.02 (179,655.83)40.0003.0000.000.0000.101000 CASH IN BANK 542,238.74 577,452.64 2,500.00 1,117,191.38 CASH IN BANK 61.0001.0000.000.0000.101000 0.00 101,628.00 101,628.00 0.00 CASH IN BANK 61.0004.0000.000.0000.101000 1,393,591.11 204,408.21 212,544.10 1,385,455.22 65.0001.0000.000.0000.101000 CASH IN BANK 0.00 12,837.61 12,837.61 0.00 CASH IN BANK 65.0002.0000.000.0000.101000 140,302.73 7,733.75 24,915.72 123,120.76 CASH IN BANK 68.0002.0000.000.0000.101000 9,759.51 7,254.75 563.80 16,450.46 18,078,419.06 7,942,344.04 8,019,204.48 18,001,558.62

End of Report

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