

LINN-MAR COMMUNITY SCHOOL DISTRICT AGREEMENT BETWEEN DISTRICT AND CONTRACTOR

WHEREAS the Linn-Mar Community School District (the District) and <u>Technical Specialty</u> <u>Systems Corporation</u> hereinafter referred to as CONTRACTOR desire to enter into an AGREEMENT as described herein, it is agreed for mutual consideration as follows:

A. CONTRACTOR agrees to perform all the Work required by the Contract Documents for:

PROJECT NAME: Linn-Mar High School Masonry Project 2022

PROJECT DESCRIPTION: For masonry repairs at the Linn-Mat High School in accordance with the Project Manual, Plans and/or Specifications if any.

- B. The Contract Documents consist of this Agreement, the Conditions of Contract, Drawings, Specifications, all Addenda issued prior to execution of this Agreement, all Modifications issued after execution of this Agreement and those additional documents not previously mentioned but listed in Section J. of this Contract and are fully a part of this Contract as if attached to the Agreement or repeated herein.
- C. The Work to be performed under this Contract shall begin no sooner than June 1, 2022, and, subject to adjustments mutually agreed between CONTRACTOR and DISTRICT, Substantial Completion shall be affected no later than August 5, 2021 with final completion no later than ninety (90) days after substantial completion.
- D. The parties hereto expressly stipulate and agree that time is of the essence of this contract. If the work is not substantially and/or finally completed within the timelines stipulated above, or within such extensions of time as may be granted in accordance with the General Conditions, it is understood and agreed that the CONTRACTOR shall reimburse the DISTRICT for any extra engineering or architectural services, inspection costs or other reasonable DISTRICT costs and/or expenses necessitated by the continuance of the work beyond the deadlines outlined above. It is hereby agreed that such extra costs charged to the CONTRACTOR in no way to constitute a penalty, but said costs represent additional expense to the DISTRICT caused by the delayed completion of the work by the CONTRACTOR. Such additional expense shall be deducted from the monies due the CONTRACTOR at the time of final payment, recognizing any extensions of time granted by the DISTRICT herein provided.
- E. Subject to additions and/or deductions by Change Order as provided in the Contract Documents, the Contract Sum of <u>Fifty Thousand Seven Hundred Fifty-Three dollars</u> shall be paid, to be determined as follows: Base bid at Linn-Mar High School, \$35,343 and Alternate #1, \$15,410.
- F. Payment to the CONTRACTOR shall be made by the DISTRICT from cash-on-hand



from such sources as may be legally available. Such payment shall be made to the CONTRACTOR based on monthly estimates in amounts equal to ninety five percent (95%) of the contract value of the work completed, including materials and equipment delivered to the job during the preceding calendar month and shall be based upon the Application for Payment and the Partial Lien/573 Waivers prepared by the CONTRACTOR. The Application for Payment 1 copy and the partial Lien/573 Waivers (1 copy) shall be filed with the DISTRICT on the last day of the month. The Manager of Buildings and Grounds and the Construction Supervisor shall evaluate whether or not the Work has progressed to the point indicated; and whether the quality of the Work is in accord with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated on the Certificate for Payment); and that the CONTRACTOR is entitled to payment in the amount authorized. If, in the opinion of the Manager of Buildings and Grounds or Construction Supervisor, the Work meets the stipulations contained herein, a Certificate for Payment will be issued and forwarded to the Director of Finance for approval by the Board of Directors in as timely a manner as possible. Such monthly payments shall, in no way, be construed as an act of acceptance for any part of the Work partially or totally completed.

- The rate of interest to be paid on payments due and unpaid after forty-five (45) days G. under the Contract Documents shall be the rate established by rule at Iowa Code § 74A.2.
- Final payment will be ninety five percent (95%) of the total contract amount upon final H. completion and approval of the Board. Balance shall be paid not earlier than thirty-one (31) days after approval by the Board of Directors of the DISTRICT in accordance with Iowa Code Chapters 26 and 573. The CONTRACTOR shall submit, with its final payment, a final waiver of lien/573 claim, on forms approved by the DISTRICT, covering all work performed by CONTRACTOR. The forms shall show an amount corresponding to the final amount of the contract.
- Terms used in the Agreement which are defined in the Conditions of the Contract shall I. have the meanings designated in those Conditions.
- The Contract Documents, which constitute the entire agreement between the DISTRICT J. and CONTRACTOR, are listed in both section B and herein in section J, except for Modifications issued after execution of this Agreement. The Contract Documents are listed as follows: (check all applicable)
 - $\frac{X}{X}$ $\frac{X}{X}$ **Bid** Form
 - Bid Bond
 - Agreement between District and Contractor
 - Performance and Payment Bond



- $\frac{X}{X}$ $\frac{X}{X}$ Certificate of Insurance and Insurance Policies
- General and Supplementary Conditions (if any)

Technical Specifications

К. MISCELLANEOUS.

Assignment. The CONTRACTOR shall not assign all of this rights or obligations 1. under this Agreement without the express written consent of the DISTRICT. Upon any assignment, even though consented to by the DISTRICT, the CONTRACTOR shall remain liable for the performance of the Work under this Agreement.

2. Partial Invalidity. If any provisions of this Agreement are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

3. Waiver. No waiver of any breach of any one of the agreements, terms conditions or covenants of this Agreement by the DISTRICT shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of the DISTRICT to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the DISTRICT'S rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the CONTRACTOR to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

4. Entire Agreement. The within Agreement, together with the Contract Documents constitute the entire agreement of the parties hereto. No modification, change, or alteration of the within Agreement shall be of any legal force or effect unless in writing. signed by all the parties.

5. Counterparts. This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

6. <u>Governing Law</u>. Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Linn County, State of Iowa. This transaction shall be governed by the laws of the state of Iowa.

7. Notices. All notices, requests, demands and other communications given or to be given under this Agreement shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

Plans



If to Owner: Buildings and Grounds Manager Linn-Mar Community School District 490 62nd Street Marion, IA 52302

If to CONTRACTOR: to the individual at the address set forth in the signature block below.

Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

Bonds. The CONTRACTOR shall furnish both a performance bond and a 8. payment bond in the full amount of the contract and shall pay the premium thereon. The performance bond shall guarantee the full performance of the contract.

This AGREEMENT entered into this 10th day of January 2022.

DISTRICT: Linn-Mar Community School District, County of Linn, State of Iowa

TECHNICAL Specialt Systems

Company Name

That's Cal

President, Board of Directors Signature

Secretary, Board of Directors Signature

Robert E Coporthworts

Print Name

Signature

00906559-1\17872-026

2021-2022 School Year Agreement Between Recover Health of Iowa, Inc, Inc. and Linn-Mar Community School District

THIS AGREEMENT IS between Recover Health of Iowa, Inc. ("PROVIDER") and Linn-Mar Community School ("DISTRICT").

WHEREAS, District requires Skilled Nursing Services.

WHEREAS, Provider is a Medicare-certified home health agency, licensed to provide Skilled Nursing Services, and qualified to furnish services required by District.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, agree as follows:

- 1. <u>Purpose</u>. Provider agrees to provide LPN and RN services to the students(s) with special medical needs. The responsibility for determining the quantity and frequency of LPN and RN services shall be mutually agreed upon by District and Provider.
- 2. <u>Term</u>. The term of this agreement shall effective <u>July 1, 2021 through June 30, 2022</u>. This Agreement or any portion thereof may be cancelled by either party at any time, with or without cause.
- 3. <u>Duties and Obligations of Provider</u>. Provider shall be responsible for the following:
 - a) Providing a copy of criminal history background checks through the Iowa Department of Health upon request for each nurse who provides services under this Agreement.
 - b) Providing a copy of nursing licensure upon request for each nurse who provides services under this Agreement.
 - c) Providing proof of negative tuberculosis screening upon request for each nurse who provides services under this Agreement.
 - d) Providing an agency plan of care for the student(s) identified in Section 1 developed in conjunction with the family, school personnel, and other health care professionals under the direction of the client's physician.
 - e) Providing certificate of insurances specified in Section 7 upon request.
 - f) Completing clinical documentation of cares delivered as required by the District and consistent with nursing standards.
 - g) Orientating nursing staff to the Recover Health policy and procedures for internal reporting of abuse and neglect, mandatory reporter training for child and dependent adult abuse, infection control and universal precautions, and client-specific plan of care.
 - h) Performing under this Agreement as an independent contractor and solely responsible for employee compensation, employee benefits, and Workers' Compensation for each nurse who provides services under this Agreement.
 - i) Submitting to District an invoice of all LPN and RN services provided to District.
 - j) Assisting student(s) specified in Section 1 with clinical needs as directed by physician orders and with non-clinical needs as directed by District.
- 4. <u>Duties and Obligations of District</u>. District shall be responsible for the following:
 - a) Providing a school schedule of requests for nursing services.
 - b) Scheduling and furnishing Provider's nursing staff with appropriate orientation for the school setting.
 - c) Notifying Provider in a timely manner of any changes in the time schedule or hours of service.
 - d) Furnishing Provider with all records and information relevant to the services being provided.
 - e) Furnishing Provider with any relevant school policies, including any policies regarding COVID-19.

- f) Supplying compensation to Provider for services rendered within thirty (30) days after receipt of invoice and required service documentation.
- 5. <u>Compensation</u>. Purchased services specified herein shall be delivered at the following rates:
 - RN: <u>\$59.64</u> per hour

Service time billed includes transport time to and from school.

6. <u>Invoices</u>. Payment is due thirty (30) days after receipt.

-Invoices should be emailed/mailed to:
-Final invoices for the school year are due by:
-District will be invoiced in monthly weekly for services rendered under this Agreement.
-Purchase order number 🗌 Is Required 🗌 Is NOT on invoices submitted to the school
-Time Sheets 🗌 Are Required 🔲 Are NOT Required back up documentation with invoices

- 7. <u>Insurance</u>. Provider agrees to maintain the professional liability insurance and Worker's Compensation insurance needed to perform the services specified above throughout the duration of this Agreement.
- 8. <u>Data Privacy</u>. Program data maintained or compiled by the Provider in its performance of this Agreement shall be subject to the Family Educational Right and Privacy Act (FERPA), as well as any other applicable federal or state statutes, rules, and regulations on Data Privacy. Provider agrees to abide strictly by these statutes, rules, and regulations.
- **9.** <u>Indemnification</u>. Each party will indemnify and hold the other party harmless from and against all claims, demands, costs, expenses, liabilities, and losses (including reasonable attorneys' fees) that result from the indemnifying party's material breach of this agreement, or malfeasance, negligence, or medical malpractice caused by the indemnifying party or through the indemnifying party's respective employees, agents, or contractors.

In signing this Agreement, we acknowledge our legal authority to do so and, further, acknowledge and accept the provisions contained herein.

PROVIDER:	DISTRICT:
Recover Health of Iowa, Inc. 41-1916703	Linn-Mar Community School District
Name & Title	Name & Title
D	ite: Date:
Authorized Signature	Authorized Signature

Please provide all information requested and sign page two.



WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Jen Loeb______, Independent Contractor ("IC"), for the

performance of certain services,

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

- 1. SERVICES TO BE PERFORMED: Class Speaker
- 2. GROUP/DEPARTMENT WORKING WITH: Venture Academics
- 3. **AMOUNT OF PAYMENT:** 100.00

Total fees for services performed under this agreement will be paid by the district within 30 days after receipt of invoice from the IC upon completion of all services on $\frac{2/7/2022}{2}$,

which is the date of completion. An invoice for services should be sent to: Linn-Mar Community School District, Attn: Accounts Payable, 2999 N 10th Street, Marion, IA 52302.

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

- 7. INSURANCE: No workers' compensation insurance or any other type of insurance (including but not limited to professional liability insurance) has been or will be obtained by the district on account of the IC. The IC shall comply with the workers' compensation laws (and all other applicable laws) with respect to the IC's employment.
- 8. INDEMNIFICATION: The IC shall indemnify and hold the district harmless from and against all liabilities, claims, debts, taxes, obligations, costs, and expenses (including reasonable attorney's fees, court costs, and costs of appeals) that the district may incur or sustain as a result of any breach of this independent contractor agreement or negligent or other wrongful conduct in the performance of this independent contractor agreement by the IC, or as a result of failure to pay any employment or income taxes arising out of the IC's performance of services for the district. If a suit, action, arbitration, or other proceeding is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights under this agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

9.	TERM: This agreement shall begin on 2/07/2022	, 20 22	and
	shall continue in effect until 2/07/2022	, 20 22	, unless
	earlier terminated by either party in accordance with Section 11.		

- 10. **TERMINATION:** This agreement may be terminated by either party without cause upon seven (7) days written notice. Upon termination, the IC shall be compensated for all work performed prior to the date of termination.
- 11. **ASSIGNMENT:** The IC acknowledges their services are unique and personal. Accordingly, the IC may not assign IC rights or delegate IC duties or obligations under this independent contractor agreement without the prior written consent of the district.
- 12. **AMENDMENTS:** This independent contractor agreement may be supplemented, amended, or revised only in writing by mutual agreement of the parties.
- 13. **GOVERNING LAW:** This independent contractor agreement shall be governed by and construed pursuant to the laws of the State of Iowa.
- 14. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and no other representations, promises, or agreements (oral or otherwise) shall be of any force or effect.

This agreement is signed and dated this ______ 31st day of $\int anvary$, 20 22 ____. Independent Contractor Signature: Linn-Mar CSD Representative Signature: Title: Uimber / Great Speaker Title: School Board President

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

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.

3. LICENSOR'S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain 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.

5. TERMINATION

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

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

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

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) 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.

i. e. .

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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: (Commercia	al)	
Full Name of Team/Entity:	K4K Holdings Inc. dk	x Lovel 10
	(Exan	nple: LM Starz 3 rd Gr Girls' BB Team)
Contact's Title/Position:	Controller	
		(Example: Head Coach)
Contact's Printed Name:	Dible Magers	
	alle poques 1	Date Signed: 1/20/22
How to Reach Contact:	Phone: 319-892 -041	З
	Email: debbiedlevelio	apparel. con
	Full Address: 2140 Edge	
	Cedar Pap	nds, 24 52401

Licensor:

Linn-Mar Community School District 2999 N 10th Street, Marion, IA 52302 District Contact: JT Anderson, Chief Financial/Operating Officer Email: <u>jtanderson@Linnmar.k12.ia.us</u> Phone: 319-447-3008

Approver's Printed Name & Title:_____

Approver's Signature:	Date:	



b)

d)

f)

a)

c)







and the second





- 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 1

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CODE OF CONDUCT COMMERCIAL

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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.

7



Excursions and Trips Request Form

Code 603.3-R2

Date Request Received by CFO/COO: 128 22 50

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer <u>not less than</u> <u>four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized</u>.

Overnight excursions/trips require prior approval of the building administrator, the superintendent or designee, and the Board of Directors. In authorizing excursions/trips, the building 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.

The request will include:

- ✓ Rationale for the excursion/trip including the purpose and objectives
- ✓ Clarification if request is dependent upon pre-qualifying for event
- ✓ Detailed plans for student supervision
- ✓ Proposed itinerary
- ✓ Cost and source of funding
- Number of student participants
- \checkmark Copy of required participation paperwork
- 1. Within three weeks of the completion of the excursion/trip the sponsor shall submit a written summary of the event to the building principal.
- 2. The building will be responsible for obtaining a substitute teacher if one is needed.
- 3. Students eligible for a fee waiver will be covered through contingency/discretionary funds as appropriate.

Excursion/Trip Criteria: The following checklist <u>must be</u> signed and submitted to the Chief Financial/Operating Officer with required documentation not less than four weeks prior to the proposed excursion/trip and prior to any travel arrangements being finalized:

Group:	FFA-	District	leadershi	O Submitted by:	Barb	Lemmer
-	(Examples: Robo	tics, FBLA, etc.)		-	(Name)	

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (<i>Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.</i>)	
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. <i>Reference Board Policy 603.3.</i>	
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.	A
Building Principal Approval		Date	128/2
Chief Financial/Operating Officer Approval		Date	1/28/22
Board of Directors Approval		Date	

Adopted: 2/99 / Reviewed: 9/12; 9/13; 2/15; 4/18 / Revised: 8/16; 11/17 / Related Policy (Code#): 502.1; 503.6; 603.3; 603.3-R1

District FFA Leadership Contests and Convention - 2022

Sponsorship: Iowa FFA Association (Northeast District FFA)

Supervision: Barb Lemmer, Linn-Mar FFA Chater FFA Advisor will be responsible for all FFA members participating in the District FFA Leadership Contests and Convention at Decorah High School.

Adherence to the district Code of Conduct and completion of appropriate documentation by parents and students: Required school paperwork will be given to FFA members (after Subdistrict Contest) to complete and it will be returned to Ms. Lemmer prior to leaving for the event.

Witten Request: See details below!

Rationale/Purpose: The purpose of this activity is to allow FFA members that have advanced in a leadership contest from sub-districts to compete at the district level.

Pre-Planning:

- Complete required paperwork.
- A transportation request has been sent to the Transportation Department requesting a van. I will drive to and from the event.
- Members will stay at the Country Inn and Suites in Decorah.
- We will leave on Friday, March 11 afterschool and return Saturday, March 12 at 8:00 p.m. I will review the detailed schedule that will be followed and share it with the members as needed.
- Practice sessions will continue for this event as much as possible.

Resource Manual: Iwill take a folder with me that contains all the paperwork from the members, and I will have all administrator contacts in case there is a need.

Follow-up: Members will prepare a report that will highlight the educational benefits of serving on this state FFA committee and it will be shared with the other FFA members through the chapter's website, social media sites and chapter meeting.

Assessment: Members will self-reflect on their performance after they compete using the judges' comments and score sheets.

Funding: Students will pay \$25 to offset the cost of the hotel room and Friday night's pizza meal. Contest fee and meal is paid by the chapter as part of annual district chapter dues.

List of Participants: TBD, will be determined at Sub-districts.

Common Experiences: Members will participate in delegate session, leaderships contests and Farm Business Management CDE.

Multi-disciplinary: Mainly 21st Century Skills will be used by all committee members to interview and slate the ballot of officers.