

Operations Manual for the Linn-Mar Board of Education

*A Guide for Board
Operations and Functions*



2999 N 10th Street
Marion IA 52302

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Revised: 2017*

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Introduction

In order to provide the necessary and appropriate leadership for the district the Board of Education, both collectively and individually, is committed to governing as a professional Board of Directors. This means a commitment to the principles and practices of professional governance, the sharing of a common understanding of board policies, practices, procedures and principles, a focus on continuous learning and improvement, and a willingness to serve as a model of effective, moral leadership for students, staff, and the community.

The *Board Operations Manual* explains the duties, structure, and responsibilities of the Linn-Mar Community School District Board of Education as per the Iowa Association of School Boards (IASB) recommendations and State of Iowa Code. This manual is a living document and is in no way meant to be the final word as to how the board will direct its business. Each iteration of the board will reflect the personality of that board and may result in additions or revisions to this manual.

Board Authority

Board authority is derived from State of Iowa Code, which includes many different powers and duties of school boards. As a corporate body, the board may transact business only with a quorum of its membership present during a regular or special meeting.

According to *Dillon's Rule*, a local school board can only do what it is authorized to do per code as opposed to home rule where action can be taken unless it is stated in code that the action is not allowed. The Linn-Mar Community School District Board of Education policy manual includes a listing of the board's general powers and duties in *Policy Series 200*.

The following is a *partial listing* of the duties and powers the board has the authority to carry out and reflects the authority vested in local boards of education.

1. Determine major educational needs and develop plans to meet those needs.
2. Fix time and place of regular and special meetings.
3. Fill by appointment any vacancies occurring between elections.
4. Employ a superintendent.
5. Approve the employment of teachers; principals; other licensed, professional personnel and other personnel; and approve their salaries.
6. Terminate the contract or immediately discharge any employee subject to the provisions of any applicable law.
7. Become members of the Iowa Association of School Boards and pay dues.

8. Utilize funds received through gifts, devises, and bequests in the general or schoolhouse fund, unless limited by the terms of the grant.
9. Employ legal counsel and bear the cost of litigation.
10. Allow all just claims against the school corporation.
11. Insure against loss of property.
12. Appoint a board secretary and treasurer.
13. Require bonds for individuals having custody of school corporation funds, funds from extra-curricular activities or other sources, and pay premiums from the general fund.
14. Determine district attendance centers and the particular school each student will attend.
15. Provide transportation services.
16. Acquire, hold, convey, lease, rent, and manage property; real and personal.
17. Incur indebtedness when authorized by the voters of the school corporation.
18. Make rules for its own government.
19. Maintain adequate administration, school staffing, personnel assignment policies, teacher qualifications and licensing requirements, facilities, equipment, grounds, graduation requirements, instructional requirements and materials, maintenance procedures, and policies on extra-curricular activities.
20. Expel students from school for violation of rules established by the board or when their presence is detrimental to the best interests of the school.
21. Enforce laws prohibiting public school students from becoming members of any fraternity or society which is not sanctioned by the board.
22. Maintain attendance centers based upon the needs of school-age students and may include in the educational program additional courses, subjects, or activities that fit the needs of the students.

Board Member Responsibilities

Board member responsibilities include attending board meetings; being prepared in advance by reading agendas, supporting documentation, presentation materials, and other informational documents; seeking information that is necessary; and suspending all judgement prior to the decision-making process at the board table. Effective board members also resist presenting surprises at board meetings by abiding by board policies and rules and holding off personal decisions until all evidence is in and all board discussion has occurred.

The board is made up of seven members of the Linn-Mar Community School District with each member assuming responsibility for the total board's effectiveness, functions, and efficiency. No individual can speak for or act on behalf of the board. The board acts only when a quorum is present and when a majority of that quorum reaches a decision. The Linn-Mar Community School District Board of Education strives to be unified and professional at all times. This does not mean, however, that board members cannot have disagreements or open discussions about

district issues. Open discussions are encouraged in order to thoroughly examine each issue. Disagreements are to be handled in a respectful manner at all times with board members displaying courtesy for each other and for differing points of view.

Board Ethics

Board member actions, verbal and nonverbal, reflect the attitudes and beliefs of the Linn-Mar Community School District. Therefore, board members must conduct themselves in accordance with the Iowa Association of School Board's Code of Ethics as outlined in *Policy Series 200*.

Board members must avoid conflicts of interest, either real or perceived, related to serving on the board. Both Iowa law and board policy describe limitations placed on board members in carrying out their duties, but these limitations cannot address every situation where a conflict of interest may arise. Therefore, board members must be vigilant in avoiding any actions that may be perceived as creating a conflict of interest.

Iowa law states that all actions of the board shall be conducted in public, while at the same time the law allows for specific situations and procedures wherein the board may meet in private to discuss confidential information. Board members are privy to confidential information in the course of their service to the district. It is imperative that each board member respect the confidentiality of information shared with them.

Board Guiding Principles

1. Deliberate in many voices, but govern in one voice.
2. Cultivate a sense of group responsibility with the understanding that it is the board, not the staff or administration, which is responsible for excellence in governance.
3. Be an active part of the district's leadership team striving to lead the district through a clear mission statement, an articulated vision for the district, shared and commonly understood goals, broad and clearly written policies, and continual monitoring of the performance of the schools and students.
4. Be willing to hold itself to the highest standards of excellence in governance and professional responsibility, including a willingness to hold individual board members and the board as a whole accountable for its actions.
5. Continually monitor its own processes, performance, and progress.
6. Vigorously and intelligently advocate for the district and its students on the local, state, and national levels.

7. Commit both individually and collectively to being well-informed and educated on local, state, and national educational issues, initiatives, and practices.
8. Regularly communicate as one voice while exercising confidentiality, when appropriate, to all stakeholders about district performance, direction, initiatives, issues, and ideas.
9. Formally and informally recognize and celebrate school, staff, and student success.
10. Insist on the pursuit of excellence on the part of all with a role in the district; staff, students, and board members.
11. Always strive to act in the interest of what is best for all students believing that all students can learn and succeed at a high level.
12. Serve as a model of positive, professional, and ethical conduct.

Board Meetings

Work Session Agenda Format:

- 100: Call to Order and Determination of a Quorum
- 200: Revision and/or Adoption of the Agenda
- 300: Discussion/Information
- 400: Adjournment

Work sessions will have the following characteristics:

1. No formal board action or decisions will take place.
2. Discussions are informational or for data analysis.
3. Are for building board awareness and learning.
4. Are for board team building.

Regular Session Agenda Format:

- 100: Call to Order and Determination of a Quorum
- 200: Revision and/or Adoption of the Agenda
- 300: Recognitions/Proclamations
- 400: Audience Communications
- 500: Resolutions/Opening Bids/Public Hearings
- 600: Informational Reports
- 700: Unfinished Business
- 800: New Business
- 900: Consent Agenda
- 1000: Communications and Calendar
- 1100: Adjournment

The board shall make rules for its own governance. The board may make and enforce reasonable rules for the conduct of its meetings to assure they are orderly and free from

interference or interruption by spectators. The Linn-Mar Board of Education has chosen to follow *Robert's Rules of Order* as a procedural model for operational purposes.

Board meetings are held IN the public, but not FOR the public. Meetings are to conduct district business in an open and transparent manner, not to engage in dialogue with the public. Public comments are allowed at the start of each open, regular meeting but not during the order of business.

Meetings shall be held at a place accessible to the public and at a time reasonably convenient to the public, unless such a place or time is impossible or impractical which shall be stated in the minutes. The public may use cameras or recording devices at any open meeting.

The public will have an opportunity to address the board at the start of each open meeting. Guidelines for addressing the board are outlined in the agenda and shared with the public prior to the audience communications section of the meeting. *The guidelines are also found in Policy Series 200.*

When participating in discussion, the board directs the superintendent and administration. The directive will be restated for clarity and conciseness by the board president to assure that there is common agreement and consensus from the entire board. Board meetings should allow business to be transacted efficiently, protect individual rights, and maintain the working relationship amongst members.

The role of the superintendent during board meetings will be that of advisor and facilitator in helping the board work through its business and reach decisions. As the chief executive officer of the district and the chief advisor to the board, the superintendent will provide timely information, materials, adequate time for deliberation, and recommendations given prior to board meetings and prior to board deliberations when making decisions. Reports, presentations, and documentation will follow a format developed by the superintendent and shared with the board.

Reports to the board will be concise and will not exceed 15 minutes, including questions. Written materials will be provided to the board in advance for their review and preparation for the presentations. All visual aids will be of a quality that the board and audience can view from their seats. The preferred format is electronic projection.

The board is to come prepared and ready to participate in the discussion and decision-making process. The board will also be given advance notice as to whether or not presentations or reports are for information only or if they are for deliberations and/or action.

Board Advisory Committees

The administration will inform all advisory committees to the board of requirements as stated in legislation regarding open meetings. The Board of Education will be aware that any committee that it appoints is under the open meetings law requirement. Care will be taken to assess whether a committee already functioning in the district may be used for the purposes of the board rather than the creation of a new committee.

Board members are encouraged to be active on committees and other advisory groups that function within the district. Board member participation is to be advisory only since it might be construed that a board member may have the potential to persuade others with their vote. Therefore, no board member will be a committee chairperson or a voting member of a committee or advisory group within the district.

Schedules

Board members are expected to attend board meetings, school and site visits, special meetings for community input, and other meetings and events throughout the district and community. A rotating schedule will allow board members to attend Marion City Council meetings in order to facilitate communication between the two entities.

Schedules for board meetings, school/site visits, and committee/advisory meetings are developed at the beginning of each school year. Ongoing calendars can be found at the end of each board meeting agenda.

Policy

A school board fulfilling its policy-making duties fulfills the board's most important function. Written board policy represents the school district is managed in a business-like manner and informs all of the board's intent, goals, and objectives. Written policy fosters stability and continuity whenever board members or district personnel changes. Written policy also disarms critics by providing clear cut, thoroughly researched, and planned solutions.

Written board policies have the same force and effect in a school district as Iowa laws have in the state and as federal laws have in the country.

Iowa Code places the authority to develop and adopt policy for a school district in the hands of the school board. The Iowa State Department of Education Educational Standards, which set the requirements for an accredited education program, require the board to adopt and maintain a *Board Policy Manual*. The *Board Policy Manual* can be accessed via the district's website (www.linnmar.k12.ia.us).

If an issue or area of concern is one that only the board can change and determine, it is policy. If an issue or area of concern is one that the administration can change, it is administrative regulation.

Policy Development

The policy development process has been designed so that several sources of input can be given to the board regarding review and development of its policies. By law, each board policy must be reviewed at least once every five years.

A policy committee made up of board members, the superintendent, and key administrators will be used to review board policies and make recommendations to the board. The policy committee will meet regularly during the school year to review the policies.

It will be the duty of this committee to review the policies for accuracy, content, appropriateness, timelines, and necessity. In order to accomplish this, each member of the committee will review current board policies and recommendations for changes that have been communicated to the district by the Iowa Association of School Boards (IASB) along with state and federal requirements and changes.

Policy committee recommendations will be presented to the board during regular meetings for discussion, first and second readings, and adoption upon board approval.

Relationships and Communications

There are two types of communications that board members will incur, internal (owner/district) and external (customer/patron). Board members should assess and be aware of which type of communication they are being engaged in at all times.

As board members engage in communication with various patrons, they should remember that patron concerns should be addressed from the lowest level of authority first and then, if not satisfied, patrons should work upward to the superintendent or board level. (Ex: teacher>building administrator>human resources>superintendent>board) Patrons should be directed to contact the superintendent regarding an issue only after exhausting the appropriate channels of communication.

Internal Communications and Relationships

Board members are encouraged to interact and communicate with staff members as a means of gathering information and knowledge of the workings of the district. If staff members want board members to solve managerial issues, or when a board member is not satisfied with staff performance, these situations should be directed to the superintendent for resolution, supervision, or evaluation.

Board members need to separate their role as a board member from their role as a parent when dealing with staff and administrators and should clarify which role they are in when communicating with staff and administrators. Administrators or staff may be hesitant to speak openly with board members for fear of retribution, especially if the conversation includes a complaint about district operations.

Staff should reflect respect for the district and its employees when stating concerns or opinions, and their concerns and opinions should be based on factual information not rumors. When listening to and speaking with staff members, conversations should be mutually respectful of the district, board, and all employees. All board members and staff are governed by the board policies which prohibit retaliation, bullying, or discrimination.

The board needs to exercise caution in personnel issues. Board members must always keep in mind that they are the final hearing officers in any personnel disputes. If a board member becomes involved in a personnel issue, they may need to recuse themselves from a hearing due to the possibility of being prejudiced. For that reason, personnel issues should be handled only by administrators hired for that purpose.

Any discussion by the board that could be interpreted as evaluative must be done in a meeting with the employee given the opportunity to be present to give their side of the issue, as well as the option of a closed session. Staff members may try to have board members solve problems outside board meetings, or a board member may not be satisfied with staff performance, but according to board procedure and policy these situations should be directed to the superintendent for resolution, supervision, or evaluation.

The board and staff members (certified and classified) will engage in a variety of communication strategies. Board retreats are one option that has been successfully used to further interaction and open communication. Current and new recognitions of staff members will be continued and created.

Internal Board and Superintendent Relationship/Communications

Because of the relationship the board and superintendent must have to conduct the work of the district it is imperative that they keep each other informed of current issues. There should not be surprises at board meetings from either the board or superintendent. Board members will refrain from lobbying efforts with other board members outside of meetings.

The superintendent will publicly support the Board of Education and its decisions and the board will publicly support the superintendent and his/her decisions. Additionally, each board member is expected to publicly support decisions reached by the board as a whole, even if the board member voted with the minority on an issue.

The superintendent may utilize past board members who are in the community for input and information about the perception of the district.

Board members will be charged with maintaining relationships within the board in accordance with board standards per the Iowa Association of School Boards (IASB).

External (Public) Relationships and Communications

Reminder: There are two types of communications that board members will incur, internal (owner) and external (customer). Board members should assess and be aware of which type of communication they are being engaged in at all times. Patron concerns should be addressed from the lowest level of authority first and then, if not satisfied, patrons should work upward to the superintendent or board level. Patrons should be directed to contact the superintendent regarding an issue only after exhausting the appropriate channels of communication.

On controversial issues, the board will have a public statement drafted by the superintendent that board members may utilize for any public comment that needs to be made. As individuals, board members should support the actions and statements of the board. It is board procedure that the entire board be polled by the president prior to any public statement being made on behalf of the board as a whole. The board president shall be the official spokesperson for the board. The superintendent may also speak publicly on behalf of the board. If any board member wishes to address a point of view before the public, it is imperative that each board member communicates that they are speaking from their own personal viewpoint versus a board viewpoint.

The board’s strategic planning process will include a plan for district public relations and marketing developed by and implemented by the administration and relevant departments.

Board Member Signatures:

Date Signed:

Finance/Audit Committee Commission

Statement of Purpose:

The purpose of the committee is to assist the board in discharging its responsibilities relating to financial oversight, budget, internal controls, financial policies, capital structure, and other related matters while helping to achieve the mission and vision of the Linn-Mar District. The Finance/Audit Committee shall serve a dual purpose for the district.

1. Finance Role:
 - a. Oversee the financial affairs of the district
 - b. Review and make recommendations to the board regarding district financial affairs and policies
2. Audit Role: Oversight of external and internal audit processes

Committee Composition:

The committee shall be made up of up to three members of the Board of Education, the chief financial officer/board treasurer, and the business manager/board secretary. Ad hoc members shall be appointed on an as needed basis for matters of technical expertise or tacit knowledge. Committee members must be capable of:

- Meeting on a quarterly basis (minimum)
- Demonstrating a willingness to learn about school finance
- Broadly understanding the fiduciary responsibility as it relates to public funds
- Objectively evaluating proposed finance related decisions
- Asking questions that are representative of the understanding of the rest of the board
- Bringing a positive, constructive attitude and well-developed emotional intelligence to work with the board
- Effectively communicating financial related matters to the broader constituency

Responsibilities:

- Monitor the district budget: 1) ensure funds are spent to accomplish strategic initiatives as described within the *Strategic Plan* and 2) ensure the district is operating in a fiscally sustainable manner
- Regularly review financial and operational metrics
- As appropriate, provide reports and guidance to the full board
- Review and recommend major district expenditures
- Ensure compliance of existing policies and/or recommend new policies as it relates to the finance and business operations of the district
- Provide analysis and guidance related to capital and debt issuances
- Analyze financial implications of any proposed or enacted legislation by local, state, or federal governments
- Confer with the independent auditor to ensure the financial affairs of the district are in order

Policy/Governance Committee Commission

Statement of Purpose:

The Board of Education for the Linn-Mar Community School District calls for the board to appoint a Policy/Governance Committee to review and enact board policy to provide broad rules and guidelines governing the school district operations, which are developed within the overall framework of state laws and regulations as well as help to achieve the mission and vision of the Linn-Mar District and to train board members in their work and the work of the district.

The expected outcome from the work of this committee will be to ensure an effective board and district by guaranteeing that the board:

- Has a current policy manual that is responsive to all federal and state laws and requirements
- Has a policy manual that is responsive to local community needs
- Has a three-year policy manual review cycle
- Has a board learning agenda
- Communicates policy changes to the broader constituency
- Systematically engages in policy setting, enforcement, and execution

Committee Composition:

The committee shall be made up of up to three members of the Board of Education (to be appointed at the annual organizational meeting): the board secretary, district superintendent, and staffed by a member of the executive office. Ad hoc members shall be appointed on an as needed basis for matters of technical expertise or tacit knowledge. Committee members must be capable of:

- Meeting on a quarterly basis (minimum)
- Objectively evaluating proposed policy changes
- Identifying, cultivating, and brainstorming avenues of policy development
- Bringing a positive, constructive attitude and well-developed emotional intelligence to work with the board
- Demonstrating an eagerness to become an expert in high-impact governance
- Assuming responsibility for developing the board

Commission:

The committee is commissioned to develop the board by focusing on:

- Policy:
 - Policy Setting (Governance):
 - Lead the board in regularly reviewing and updating the *Board Policy Manual*
 - Help initiate policy design
 - Policy Management (Stewardship):
 - Help manage policy library
 - Maintain policy history
 - Policy Enforcement and Execution (Operational Implementation):
 - Conduct policy performance review and audit
- Board Learning:
 - Create and maintain board learning plan
 - Survey individual board member needs
 - Stay abreast of staff learning plan and district strategic efforts related to staff development

- Knowledge:
 - Design and oversee a process of board orientation to include providing information prior to election as a board member and, when needed, during the first cycle of board activity for new board members.
 - Design and implement an ongoing program of board information and education.
- Effectiveness:
 - Lead the periodic assessment of the board's performance. Propose, as appropriate, changes in board structure, roles, and responsibilities.
 - Provide ongoing counsel to the board president and other board members on steps to take to enhance board effectiveness.
 - Regularly review the board's practices regarding member participation, conflict of interest, confidentiality, etc., and suggest improvements as needed.
 - Periodically review and update the board's policies and practices.
 - Conduct meeting analysis on an as needed basis.

Career and Technical Education Advisory Committee Commission

Statement of Purpose:

The Board of Education for the Linn-Mar Community School District calls for the board to appoint a Career and Technical Education Advisory Committee to make recommendations to the board in the areas of career and technical education (CTE). The expected outcome of this committee will be to ensure that students are exposed to a well-rounded experience in the career and technical education fields as well as help to achieve the mission and vision of the Linn-Mar District.

Committee Composition:

The advisory committee shall consist of members representing parents, teachers, administrators, and representatives from the community which may include representatives of business, industry, labor, community agencies, higher education, or other community constituents. To the extent possible, committee membership shall have balanced representation with regard to race, gender, national origin, and disability.

Commission:

The committee is commissioned to:

1. Receive updates from administration and teaching staff in regard to the Linn-Mar Career and Technical Education programs
2. Discuss and explore the current programs, as well as look at potential enhancements and changes to the curriculum and course offerings
3. Align and implement initiatives from the state and federal levels
4. Assess progress toward strategic initiatives as outlined in the *Strategic Plan*
5. Assess progress at the department, programmatic, and student level and make recommendations for future growth opportunities
6. Report areas of strength and continued areas of focus, as appropriate, to the Board of Education and community
7. Utilize the expertise of the counseling department in order to better facilitate student Pathways to Success within the CTE framework
8. Work with community partners (MEDCO, Marion Chamber of Commerce, City of Marion, Kirkwood Community College, Marion Independent School District, Iowa BIG, etc.) to provide comprehensive and coordinated opportunities for Linn-Mar students to experience and pursue future Pathways to Success within the CTE framework

School Improvement Advisory Committee Commission

Statement of Purpose:

The Code of Iowa (280.12) calls for the board to appoint a School Improvement Advisory Committee (SIAC) to make recommendations to the board. This committee is charged to make recommendations to the board in several areas based on analysis of the needs assessment data. The board will use these recommendations to adopt annual improvement goals that will help to achieve the mission and vision of the Linn-Mar District.

Committee Composition:

The advisory committee shall consist of members representing students, parents, teachers, administrators, and representatives from the community which may include representatives of business, industry, labor, community agencies, higher education, or other community constituents. To the extent possible, committee membership shall have balanced representation with regard to race, gender, national origin, and disability (280.12(1)). Ad hoc members shall be appointed on an as needed basis for matters of technical expertise or tacit knowledge.

Commission:

The committee is commissioned to make recommendations to the board to help determine the following:

1. Major educational needs
2. Student learning goals
3. Long-range and annual improvement goals that include, but are not limited to, the state indicators that address reading, mathematics, and science achievement
4. Desired levels of student performance
5. Progress toward meeting the goals set out in paragraphs “b” through “d” as referenced in the Iowa Code
6. Harassment or bullying prevention goals, programs, training, and other initiatives (280.12(2))

In addition, the board shall consider recommendations from the School Improvement Advisory Committee to infuse character education into the educational program (280.12(3)).

At least annually, the School Improvement Advisory Committee shall also make recommendations to the board with regard to, but not limited to, the following:

1. Progress achieved with the annual improvement goals for the state indicators that address reading, mathematics, and science;
2. Progress achieved with other locally determined core indicators; and
3. Annual improvement goals for the state indicators that address reading, mathematics, and science achievement.

Linn-Mar Community School District/City of Marion
Community Collaboration Advisory Committee Commission

Statement of Purpose:

The Board of Education for the Linn-Mar community School District calls for the board to appoint a Community Collaboration Advisory Committee to increase transparency, communication, and collaboration between the Linn-Mar Community School District and Marion City Officials, per board *Policy 205.4 - The Board's Relationship with Elected Officials*.

The expected outcome from the work of this advisory committee will be to ensure an effective board and district by focusing with the City of Marion on:

- The ever-expanding growth of the district and city
- The potential impact growth has on planning, zoning, ordinance, communications, education, safety, etc.

The advisory will share their knowledge and feedback with the Linn-Mar Board of Education, but will not have the authority to govern or issue directives.

Committee Composition:

The committee shall be made up of a member of the Linn-Mar Board of Education (with a minimum of two years if experience on the board); a member of the Marion City Council; the superintendent, City Mayor, City Manager, and members of the Linn-Mar Community School District administration; Marion Planning & Zoning Committee; and others on an as needed basis. Members of the Linn-Mar Community School District administration will be appointed by the Superintendent of Schools. Committee members must be capable of:

- Meeting three times per year (minimum)
- Evaluating the short and long-term implications of community growth and the impact on the district
- Advise the need for ad hoc task forces to address the impact of community growth within the district (i.e. – boundary task force, equity, facilities, etc.)

Meeting Structure: The committee will meet at least three times per calendar year. Meeting dates and times to be scheduled and communicated by July 1st for the following year. Additional meetings scheduled on an as needed basis. Advisory members will meet in a spirit of collaboration, open communication, and with respect for all voices at the table.

Commission:

The Community Collaboration Advisory Committee will work together to increase communication between the Linn-Mar Community School District and city officials to address the ever-changing needs of the school district and community due to increased growth. Advisory members will work together to share feedback on planning, community needs and concerns, and partnerships that will benefit the entire community and student learning.

The effectiveness of the advisory will be monitored by setting agendas prior to each meeting, recording meeting minutes, and sharing the official minutes with the Linn-Mar Board of Education/Administration and Marion City Council/City Officials. During each meeting, members will review the previous meeting minutes to ensure any pending issues, concerns, or needs are addressed accordingly.



Inspire Learning.
Unlock Potential.
Empower Achievement.

**School Board Minutes
Work Session
August 27, 2018**

100: Call to Order and Determination of a Quorum

The Linn-Mar Community School District Board of Education work session was called to order at 5:00 PM in the boardroom of the Learning Resource Center. Roll was taken to determine a quorum. Present: Anderson, Nelson, Wall, and Weaver. Absent: AbouAssaly, Isenberg, and Lausen. *Lausen arrived at 5:01 PM.*

200: Adoption of the Agenda *Motion 019-08-27*

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

300: Work Session

Mr. Joe Crozier, Retired Grant Wood Area Education Agency Chief Administrator, facilitated a learning session with Superintendent Biscard and the board that focused on laying a foundation for positive and productive working relationships as they transition together into the new school year.

400: Adjournment *Motion 020-08-27*

Motion by Wall to adjourn the work session at 6:33 PM, second by Anderson. Voice vote, all ayes. Motion carried.

Sondra Nelson, Board President

JT Anderson, Board Secretary

100: Call to Order and Determination of a Quorum

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

200: Adoption of the Agenda *Motion 021-08-27*

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

300: Audience Communications

400: Informational Reports:

401: Facilities Advisory Committee – August 14th

Superintendent Bisgard shared the district has received three letters of support for the bond vote from MEDCO, the Linn-Mar Education Association, and *The Gazette*. The committee is also hopeful that the Marion Chamber of Commerce will be submitting a letter of support. Bisgard also shared information on the communications distributed to Linn-Mar residents regarding the bond campaign.

402: Marion City Council – August 16th

Isenberg reported the only topic pertaining to the district was the Council's vote to rezone property between Alburnett Road and Irish Drive north of Tower Terrace.

403: Cabinet Updates – Exhibit 403.1

Bisgard called to attention the following items from the Cabinet Updates: the district welcomed 30 new teachers this year, tentative/unofficial enrollment counts show the district is up approximately 125 students, and kudos to the Technology Services staff for prepping 1,100 new computers over the summer. Bisgard also shared a timeline of today's district lockout that was a precautionary measure recommended by the Marion Police Department as they investigated a potential social media threat.

500: Unfinished Business

600: New Business

601: Open Enrollment Requests *Motion 022-08-27*

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

Approved In

Name	Grade	Resident District	Reason
Duess, Preston	K	Marion Independent	On time
Matous, Jalee	9 th	Cedar Rapids CSD	Good cause
Salvador, Liam	1 st	Cedar Rapids CSD	Good cause

Approved Out

Name	Grade	Requested District	Reason
Urban, Jacquelyn	10 th	Clayton Ridge CSD	Good cause

Denied In

Name	Grade	Resident District	Reason
Sinkey, Caitlyn	10 th	Central City CSD	Late, no good cause

Denied Out

Name	Grade	Requested District	Reason
Kimm, Melissa	12 th	Clayton Ridge CSD	Late, no good cause

700: Consent Agenda**701: Personnel*****Certified Staff: Assignment/Reassignment/Transfer***

Name	Assignment	Dept Action	Salary Placement
Lake, Michele	BW: 1 st Gr Teacher	8/15/18	MA, Step 17

Classified Staff: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Arenson, Deborah	IC: General Ed Assistant	8/17/18	LMSEAA I, Step 6
Banes, Terri	WF: Student Support Associate	8/17/18	LMSEAA II, Step 10
Banks, Patricia	HS: Student Support Associate	8/17/18	LMSEAA II, Step 10
Boddicker, Katie	NE: Student Support Associate	8/17/18	LMSEAA II, Step 7
Brandt, Mykaela	EH: Student Support Associate	8/27/18	LMSEAA II, Step 6
Collins, Connie	WF: Student Support Associate	8/17/18	LMSEAA II, Step 10
Eustice, Andrea	EX: Student Support Associate	8/21/18	LMSEAA II, Step 10
Finocchiaro, Josie	WF: Student Support Associate	8/17/18	LMSEAA II, Step 6
Hawk, Mackenzie	WF: Student Support Associate	8/17/18	LMSEAA II, Step 6
Johnson, Aimee	EX: Student Support Associate	8/16/18	LMSEAA II, Step 10
Larson, Carla	WF: Part-time General Ed Assistant	8/17/18	LMSEAA I, Step 9
Law, Lori	WF: Student Support Associate	8/17/18	LMSEAA II, Step 10
Miller, Sara	NE: Student Support Assoc – From part-time to full-time	8/17/18	Same
Newport, Corinne	LG: Part-time Student Support Associate	8/17/18	LMSEAA II, Step 10
Oberman, Katherine	EH: Student Support Associate	8/17/18	LMSEAA II, Step 6
Peter, Brandi	AC: Lead Aquatic Assistant	8/16/18	\$15.00/hour
Pfiffner, Megan	HS: Student Support Associate	8/17/18	LMSEAA II, Step 6
Polfer, Nicole	EH: Student Support Associate	8/17/18	LMSEAA II, Step 6
Reece, Ashley	WF: Student Support Associate	8/17/18	LMSEAA II, Step 6
Roshar, Brenda	WF: Student Support Associate	8/17/18	LMSEAA II, Step 10
Schiek, Chyan	WF: From Gen Ed Assistant to Paraprofessional	8/17/18	LMSEAA V, Step 15
Spore, Peggy	NS: Echo Hill General Help	8/17/18	PTNS, Step 1
Tyson, Anna	BW: Student Support Associate	8/17/18	LMSEAA II, Step 6
Vis, Tiffany	NS: Novak General Help/Baker	8/15/18	PTNS, Step 1
Waller, Jamie	LG: Paraprofessional	8/14/18	LMSEAA V, Step 6
Yeisley, Mackenzie	From WF to Four Oaks Student Support Associate	8/17/18	Same

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Barlow, Wakeisia	SC: Student Support Associate	8/17/18	Personal
Dempsey, Riley	O&M: Seasonal Help	8/10/18	Position ended
Fulton, Kearnstyn	OR: Student Support Associate	8/13/18	Personal
Grensteiner, Makayla	EH: Student Support Associate	8/10/18	Personal
Harre, Julie	NE: Student Support Associate	8/22/18	Personal
Johnson, Lora	LG: Paraprofessional	8/7/18	Personal

Name	Assignment	Dept Action	Reason
Merrill, Gail	NS: Indian Creek General Help/Cashier	8/13/18	Personal
Messer, Kelly	NE: Student Support Associate	8/15/18	Personal
Raiche, Sam	AC: Academic Aquatic Instructor	8/23/18	Termination
Reinier, Jennifer	NE: General Help	8/9/18	Other employment
Sunnes, Misty	OR: Student Support Associate	8/17/18	Personal
Taylor-Marin, Shawn	NS: High School General Help	8/21/18	Personal
Thies, Jody	IC: General Ed Assistant	8/14/18	Other employment

Extra-Curricular: Assignment/Reassignment/Transfer

Name	Assignment	Dept Action	Salary Placement
Arrington, Adrian	HS: Assistant Football Coach	8/6/18	\$3,000
Cory, Nic	EX: From Asst 7 th to Asst 8 th Gr Volleyball Coach	8/17/18	Same
Murray, Lindsey	EX: Assistant 7 th Gr Volleyball Coach	8/17/18	\$2,856
Martens, Nick	HS: Assistant Football Coach	8/6/18	\$1,750
Walters, Luke	HS: Assistant Football Coach	8/6/18	\$1,750
Wundrum, Chris	OR: Assistant Boys Tennis Coach	8/24/18	\$2,856

Extra-Curricular: Resignation

Name	Assignment	Dept Action	Reason
Ness, Christy	HS: Cheerleading Coach	8/14/18	Personal
Raiche, Sam	HS: Assistant Varsity Boys Swim Coach	8/23/18	Termination

702: Approval of August 13th Minutes – Exhibit 702.1

703: Approval of Bills – Exhibit 703.1

704: Approval of Contracts – Exhibits 704.1-2

1. Non-commercial licensing agreement with Eric Hoekstra, manager of 3rd gr boys basketball
2. Extended service agreement with Daktronics for the Aquatic Center
3. Interagency agreements for special education with Cedar Rapids CSD (1). *For student confidentiality, exhibits not provided.*

705: Disposition of Obsolete Equipment

Per Iowa Code (§§ 297.22-25) and policy 902.6, the district will list for sale obsolete equipment and furnishings on GovDeals.com. *Items for sale: Various school furniture.*

706: Informational Reports – Exhibits 706.1-2

1. School Finance and Cash Balance Reports as of 7/31/17
2. School Finance and Cash Balance Reports as of 7/31/18

707: Approval of the Consent Agenda ***Motion 023-08-27***

Motion by Isenberg to approve the consent agenda as presented, second by Lausen. Voice vote, all ayes. Motion carried.

800: Board Communications/Calendar/Committees/Advisories

801: Board Communications

A reminder was shared about the presentation on human trafficking that is being sponsored by the Marion Police Department at 6:30 PM on August 30th in the high school Little Theater.

802: Board Calendar

Date	Time	Event	Location
August 28	2:00 PM	Facilities Advisory Committee	LRC Room 5
August 28	6:30 PM	Bond Informational Meeting/Open House	Bowman Woods Elementary
Date	Time	Event	Location
September 4	2:00 PM	Facilities Advisory Committee	LRC Room 5
September 6	5:30 PM	Marion City Council	City Hall
September 10	5:00 PM	Board Regular Meeting (No work session or meal)	LRC Boardroom
September 20	7:30 AM	Finance/Audit Committee	LRC Room 203
September 20	5:30 PM	Marion City Council	City Hall
September 24	5:00 PM 7:00 PM	Board Work Session Board Annual Meeting	LRC Boardroom
September 26	11:30 AM	Policy/Governance Committee	Superintendent's Conf Rm
September 28	7:30 AM	Board Visit	Novak Elementary
Date	Time	Event	Location
October 4	5:30 PM	Marion City Council	City Hall
October 8	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom
October 10	3:45 PM	Career & Technical Education Advisory	LRC Boardroom
October 12	11:30 AM	Board Visit	Indian Creek Elementary
October 13	8:30 AM	Coffee & Conversation	Oak Ridge Middle School
October 18	7:30 AM	Finance/Audit Committee	LRC Room 203
October 18	5:30 PM	Marion City Council	City Hall
October 22	5:00 PM 7:00 PM	Board Work Session Board Regular Meeting	LRC Boardroom
October 24	11:30 AM	Marion Chamber of Commerce Annual Meeting	CR Marriott
October 25	All Day	America Reads Day	District-wide

803: Committees/Advisories

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

900: Adjournment **Motion 024-08-27**

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

Sondra Nelson, Board President

JT Anderson, Board Secretary

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/24/2018 - 09/06/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
Fund: Aquatic Center		
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$6,172.49
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$105.53
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$451.22
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$105.53
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$451.22
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$51.83
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$36.84
Fund Total:		\$7,374.66
Fund: GENERAL		
ACDA	INSTRUCTIONAL SUPPLIES	\$128.00
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$525.00
ALLEGRA	GENERAL SUPPLIES	\$1,757.44
ALLIANT ENERGY	ELECTRICITY	\$90,267.75
AMERICAN SPECIALTIES	OTHER PROFESSIONAL	\$10.40
AMSTERDAM	INSTRUCTIONAL SUPPLIES	\$164.08
APPLE COMPUTER INC	COMP/TECH HARDWARE	\$1,794.00
APPLE COMPUTER INC	INSTRUCTIONAL SUPPLIES	\$3,588.00
ASCD	DUES AND FEES	\$296.00
ATLANTIC COCA-COLA	INSTRUCTIONAL SUPPLIES	\$533.30
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$1,059.23
BAUER BUILT	TIRES AND TUBES	\$566.32
BLICK ART MATERIALS	INSTRUCTIONAL SUPPLIES	\$4,882.26
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$14,236.61
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$219.42
CENTRAL STATES BUS SALES INC	TRANSP. PARTS	\$1,958.66
CENTURY INK	TELEPHONE	\$724.13
CMS COMMUNICATIONS	COMP/TECH HARDWARE	\$1,541.71
CMS COMMUNICATIONS	INSTRUCTIONAL SUPPLIES	\$209.90
COLLECTION	EE LIAB-GARNISHMENTS	\$284.36
CRISIS PREVENTION INSTITUTE INC	DUES AND FEES	\$150.00
CROELL REDI-MIX INC	GROUNDS UPKEEP	\$133.75
CULLIGAN	INSTRUCTIONAL SUPPLIES	\$37.50
DCDT	INSTRUCTIONAL SUPPLIES	\$1,690.00
DECKER SPORTING GOODS	INSTRUCTIONAL SUPPLIES	\$331.25
DEMCO	LIBRARY BOOKS	\$611.40
DUCHESS CLEANERS	INSTRUCTIONAL SUPPLIES	\$2,632.77
EDVOTEK	INSTRUCTIONAL SUPPLIES	\$767.80
EMPLOYEE RESOURCE SYSTEMS, INC	OTHER PROFESSIONAL	\$2,231.22
FAMILY VIDEO	FACILITY RENTAL	\$3,687.04
FAREWAY STORES	INSTRUCTIONAL SUPPLIES	\$104.18
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$151,276.44
FREY SCIENTIFIC CO.	INSTRUCTIONAL SUPPLIES	\$914.55
GASWAY CO, J P	GENERAL SUPPLIES	\$26,767.64
GRANT WOOD AEA	INSTRUCTIONAL SUPPLIES	\$73.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/24/2018 - 09/06/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
GRANT WOOD AEA	STAFF WORKSHP/CONF	\$60.00
GRISSEL JOALENE	TXTBK RENTAL PS	\$50.00
HAPPY JOE'S PIZZA	INSTRUCTIONAL SUPPLIES	\$125.00
HECK STEVE	TXTBK RENTAL PS	\$50.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$2,958.18
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$12,648.89
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$2,958.18
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$12,648.89
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$12,905.27
IOWA FIRE PROTECTION	REPAIR/MAINT SERVICE	\$480.00
IOWA HIGH SCHOOL MUSIC ASSOC	INSTRUCTIONAL SUPPLIES	\$669.00
IOWA PRISON INDUSTRIES	MAINTENANCE SUPPLIES	\$2,030.88
JOHNSTONE SUPPLY	REPAIR PARTS	\$167.72
JUICEBOX INTERACTIVE	ADVERTISING	\$425.00
KIRKWOOD COMM COLLEGE	TUITION-COMM COLLEGE	\$3,000.00
KONA ICE OF CEDAR RAPIDS, LLC	INSTRUCTIONAL SUPPLIES	\$312.50
LAKESHORE	INSTRUCTIONAL SUPPLIES	\$379.01
LASER RESOURCES, LLC	GENERAL SUPPLIES	\$277.25
LASER RESOURCES, LLC	INSTRUCTIONAL SUPPLIES	\$84.00
LEARNING A-Z	INSTRUCTIONAL SUPPLIES	\$1,299.35
LEVEL 10	INSTRUCTIONAL SUPPLIES	\$2,143.00
LIFELINE AMPLIFICATION SYSTEMS	INSTRUCTIONAL SUPPLIES	\$1,176.00
LINN CO-OP OIL	GASOLINE	\$20,087.03
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$957.69
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$1,006.14
MADISON NATIONAL LIFE INS. CO., INC	RETIREE INSURANCE	(\$144.00)
MARION TIMES	ADVERTISING	\$12.68
MARION WATER DEPT	WATER/SEWER	\$7,216.80
MEDCO SUPPLY	PROF SERV: EDUCATION	\$108.24
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$554.38
METRO INTERAGENCY INS PROG.	EE LIAB-DENTAL INSURANCE	\$5,643.70
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$95,502.70
METRO INTERAGENCY INS PROG.	RETIREE INSURANCE	\$20,295.60
MID AMERICAN ENERGY	NATURAL GAS	\$1,788.12
MIDAMERICAN ENERGY SERVICES, LLC	NATURAL GAS	\$4,123.24
MIDWAY OUTDOOR EQUIPMENT INC	MAINTENANCE SUPPLIES	\$187.41
MIDWEST PBIS NETWORK	TRAVEL	\$885.00
MIERA, KIM	Professional Educational Services	\$200.00
OFFICE EXPRESS	INSTRUCTIONAL SUPPLIES	\$1,439.26
ORIENTAL TRADING CO	INSTRUCTIONAL SUPPLIES	\$74.94
PEPPER J.W. & SON, INC	INSTRUCTIONAL SUPPLIES	\$105.00
PHONAK	INSTRUCTIONAL SUPPLIES	\$3,067.39
PLUMBERS SUPPLY COMPANY	HEAT/PLUMBING SUPPLY	\$1,308.41
RAPIDS REPRODUCTIONS INC	ADVERTISING	\$2,499.93
READ NATURALLY	INSTRUCTIONAL SUPPLIES	\$690.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/24/2018 - 09/06/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
REALLY GOOD STUFF INC	INSTRUCTIONAL SUPPLIES	\$1,827.25
REINHART INSTITUTIONAL FOODS INC	INSTRUCTIONAL SUPPLIES	\$786.43
REXCO EQUIPMENT	EQUIPMENT REPAIR	\$269.96
RIDDELL	INSTRUCTIONAL SUPPLIES	\$254.37
ROCHESTER 100 INC.	INSTRUCTIONAL SUPPLIES	\$315.00
ROYAL IMAGING SUPPLIES	INSTRUCTIONAL SUPPLIES	\$575.70
SAFEGUARD	GENERAL SUPPLIES	\$1,091.89
SCANTRON	INSTRUCTIONAL SUPPLIES	\$344.68
SCHOLASTIC TEACHER STORE	INSTRUCTIONAL SUPPLIES	\$329.67
SCHOOL SPECIALTY INC	INSTRUCTIONAL SUPPLIES	\$4,110.50
SCHOOLMART	INSTRUCTIONAL SUPPLIES	\$426.58
STOREY KENWORTHY	INSTRUCTIONAL SUPPLIES	\$250.00
TEACHER DIRECT	INSTRUCTIONAL SUPPLIES	\$22.28
TEACHERS DISCOVERY	INSTRUCTIONAL SUPPLIES	\$464.81
TFD UNLIMITED LLC	INSTRUCTIONAL SUPPLIES	\$1,732.50
THE POINTE SCHOOL OF DANCE	INSTRUCTIONAL SUPPLIES	\$2,686.00
THE SHREDDER	OTHER PROFESSIONAL	\$477.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$7,271.93
TW TRAINING	OTHER PROFESSIONAL	\$4,100.00
UNITED RENTALS	RENTALS EQUIPMENT	\$742.70
WINDSTREAM	TELEPHONE	\$781.98
Fund Total:		\$569,474.12
Fund: LOCAL OPT SALES TAX		
HP INC	COMP/TECH HARDWARE	\$15,386.00
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$131,695.00
Fund Total:		\$147,081.00
Fund: NUTRITION SERVICES		
COLLECTION	EE LIAB-GARNISHMENTS	\$182.00
EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$5,789.60
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$10,947.49
GRISSEL JOALENE	UNEARNED REVENUE	\$75.00
HEARTLAND PAYMENT SYSTEMS-NUTRIKIDS	SERVICE AGREEMENTS	\$1,442.00
HUMITECH OF IOWA INC	GENERAL SUPPLIES	\$40.00
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$205.08
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$876.86
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$205.08
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$876.86
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$570.48
OFFICE EXPRESS	GENERAL SUPPLIES	\$209.21
RAPIDS WHOLESALE EQUIP CO	GENERAL SUPPLIES	\$60.00
RAPIDS WHOLESALE EQUIP CO	MACHINERY AND EQUIP	\$1,767.00
REINHART INSTITUTIONAL FOODS INC	GENERAL SUPPLIES	\$186.82
REINHART INSTITUTIONAL FOODS INC	PAPER PRODUCT SUPPLY	\$8,938.40
REINHART INSTITUTIONAL FOODS INC	PURCHASE FOOD	\$70,352.89
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$352.86

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/24/2018 - 09/06/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
Fund Total:		\$103,077.63
Fund: PHY PLANT & EQ LEVY		
ACOUSTICS BY WASHBURN, LLC	BLDG. CONST SUPPLIES	\$3,900.00
APPLEBY & HORN	CONSTRUCTION SERV	\$11,402.80
CARROLL CONSTRUCTION SUPPLY	CONSTRUCTION SERV	\$61.58
COOK FENCE COMPANY	CONSTRUCTION SERV	\$2,410.00
IOWA PRISON INDUSTRIES	EQUIPMENT >\$1999	\$10,143.00
IOWA-ILLINOIS INSULATION INC	CONSTRUCTION SERV	\$2,490.00
LAKESHORE	EQUIPMENT >\$1999	\$1,124.70
RANDY'S FLOORING	CONSTRUCTION SERV	\$56,236.80
SCHOOL SPECIALTY INC	EQUIPMENT >\$1999	\$3,854.95
TRI-CITY ELECTRIC COMPANY OF IOWA	COMP/TECH HARDWARE	\$13,085.00
TRI-CITY ELECTRIC COMPANY OF IOWA	CONSTRUCTION SERV	\$139,315.00
TRI-CITY ELECTRIC COMPANY OF IOWA	EQUIPMENT >\$1999	\$3,150.00
TY-CO PAINTING INC	CONSTRUCTION SERV	\$5,800.00
VALUE INSPIRED PRODUCTS/SERVICES	EQUIPMENT >\$1999	\$650.52
WENDLING QUARRIES	CONSTRUCTION SERV	\$1,496.06
Fund Total:		\$255,120.41
Fund: PUB ED & REC LEVY		
COOK FENCE COMPANY	CONSTRUCTION SERV	\$2,800.00
EVER-GREEN LANDSCAPE & SUPPLY	GROUNDS UPKEEP	\$2,960.00
Fund Total:		\$5,760.00
Fund: STUDENT ACTIVITY		
BLOCKHUS ROBERT	OFFICIAL/JUDGE	\$60.00
CEDAR FALLS HIGH SCHOOL	DUES AND FEES	\$20.00
CEDAR GRAPHICS INC	INSTRUCTIONAL SUPPLIES	\$328.10
CEDAR RAPIDS WASHINGTON HIGH SCHOOL	DUES AND FEES	\$100.00
COTTON GALLERY LTD.	INSTRUCTIONAL SUPPLIES	\$350.00
EDUCATIONAL THEATRE ASSOCIATION	DUES AND FEES	\$95.00
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$208.46
FRIDAY MATT	OFFICIAL/JUDGE	\$60.00
GARMENT DESIGN	INSTRUCTIONAL SUPPLIES	\$616.00
HUMES & BERG MFG CO. INC	INSTRUCTIONAL SUPPLIES	\$345.12
INNOVATE DANCE LLC	INSTRUCTIONAL SUPPLIES	\$4,205.41
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$3.54
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$15.15
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$3.54
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$15.15
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$19.36
IOWA GIRLS COACHES ASSOCIATION	DUES AND FEES	\$115.00
IOWA HIGH SCHOOL SPEECH ASSOC	DUES AND FEES	\$75.00
JAMES LAURA	OFFICIAL/JUDGE	\$25.00
JEFFERSON HIGH SCHOOL	DUES AND FEES	\$70.00
JOHNSON MIKE J.	OFFICIAL/JUDGE	\$100.00

Linn-Mar Community School District

IA - Warrants Paid Listing

Criteria

Date Range: 08/24/2018 - 09/06/2018

Fiscal Year: 2018-2019

Vendor Name	Description	Check Total
JOSTENS, INC	INSTRUCTIONAL SUPPLIES	\$57,053.22
MENARDS -13127	INSTRUCTIONAL SUPPLIES	\$47.90
MH ADVERTISING SPECIALTIES	INSTRUCTIONAL SUPPLIES	\$1,278.50
MONTGOMERY DOREN	OFFICIAL/JUDGE	\$60.00
MONTICELLO SPORTS	INSTRUCTIONAL SUPPLIES	\$1,420.00
MUSCATINE HIGH SCHOOL	DUES AND FEES	\$100.00
PEIFFER RON	OFFICIAL/JUDGE	\$60.00
PORT'O'JONNY	INSTRUCTIONAL SUPPLIES	\$86.00
PORT'O'JONNY	STUDENT FEES	\$133.19
PRAIRIE HIGH SCHOOL	DUES AND FEES	\$190.00
RSCHOOL TODAY	INSTRUCTIONAL SUPPLIES	\$1,090.00
SAMUEL FRENCH	DUES AND FEES	\$150.00
SAMUEL FRENCH	INSTRUCTIONAL SUPPLIES	\$138.15
SPLASH MULTISPORT	INSTRUCTIONAL SUPPLIES	\$2,156.25
THOMA DAVID	OFFICIAL/JUDGE	\$50.00
THOMASSON REGINA	MISC REVENUE	\$48.00
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$10.29
TRESONA MULTIMEDIA, LLC	INSTRUCTIONAL SUPPLIES	\$1,680.00
WORLDSTRIDES HERITAGE PERFORMANCE	TRAVEL	\$9,300.00

Fund Total: \$81,881.33

Fund: Student Store

COTTON GALLERY LTD.	GENERAL SUPPLIES	\$1,172.58
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Fund Total: \$1,172.58

Grand Total: \$1,170,941.73

End of Report

LICENSE AGREEMENT NON-COMMERCIAL

This license agreement ("Agreement") is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, 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 Licensors' rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensors' 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 Licensors, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensors prior to implementation of such modification. Licensors may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensors retain 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 Licensors.

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 Licensors.

4.3 Impairment of Licensors' Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensors' 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 Licensors' Rights and Remedies. Licensee agrees that Licensors retain, and may exercise, all rights and remedies available to Licensors 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 Licensors if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensors' written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensors' 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 Licensors 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 Licensors 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 Licensors' 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 for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM Lightning
 (Example: LM Starz 3rd Gr Girls' BB Team)

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

Contact's Printed Name: Rob Oberbroeckling

Contact's Signature: Rob Ober Date Signed: 8/3/18

How to Reach Contact: Phone: (319) 693-7145
 Email: robobor1188@gmail.com
 Full Address: 3396 Carriage Ct.
Marion, IA 52302

Licensors:

Linn-Mar Community School District
 2999 N 10th Street, Marion, IA 52302

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: 9-10-18

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

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

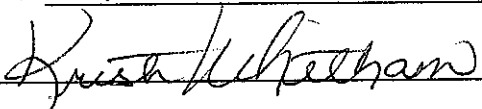
Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LINN MAR PRIDE 7TH BOYS BB TEAM
 (Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: ~~KRISTI WHITHAM~~ Manager
 (Example: Head Coach)

Contact's Printed Name: KRISTI WHITHAM

Contact's Signature:  Date Signed: 8-27-18

How to Reach Contact: Phone: (319) 310-3133

Email: KSH WHITHAM @ G-mail . com

Full Address: 229 Revere CT NE
Cedar Rapids, IA 52402

Licensor:

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

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: 9-10-18

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

CODE OF CONDUCT NON-COMMERCIAL

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.

Expected Behavior. License agrees to abide by, and have their members, parents of members, coaches, and supporters abide by the following standards of behavior:

The use of profane or abusive language is not acceptable. Extreme verbal outbursts show a lack of self-control and immaturity; these reflect negatively on the Licensor, Licensee and the individual and should be avoided.

There is an expectation that all individuals representing the Licensor be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions.

In all situations, competitors are expected to perform to the best of their ability, within the context of specific rules of their competition. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a competitor's basic philosophy and attitude.

Students should present a neat appearance at all functions with adults using discretion regarding their appearance.

Realizing that academics are the priority of the high school years, students are expected to maintain acceptable standards of academic achievement. It is understood by all that academic responsibilities include attendance, punctuality, cooperation, general good behavior, respect for teachers and fellow students, and a genuine effort on all homework assignments, tests, projects and examinations.



ENGAGEMENT AGREEMENT

ENGAGEMENT AGREEMENT between Time For Three LLC f/s/o Time for Three and the Presenter named below for engagement of Artist on date(s) as set forth below (the Engagement), subject to the terms and conditions and any riders which are attached here to and made a part hereof by reference.

PRESENTER: Linn-Mar Community School District
2999 North 10th Street
 Marion, IA 52302

ARTIST: **Time For Three**

CONDUCTOR(S): Joshua Reznicow and Thad Sentman

PERFORMANCE DETAILS:

DATE: Thursday, February 14, 2019
VENUE: Linn-Mar High School Auditorium
 3111 10th Street
 Marion, IA 52302
TIME: 8:00pm

REHEARSAL DETAILS:

DATE: Wednesday, February 13. & Thursday, February 14, 2019
VENUE: Linn-Mar High School Auditorium
 3111 10th Street
 Marion, IA 52302
TIME: 8-9:15am (Symphony Orchestra, both days); 10:10-10:55am (Philharmonic Orchestra, both days); 11:00am-11:45am (Concert Orchestra, both days)

REPERTOIRE/PROGRAM: **TBD**

PAYMENT TERMS: Artist Fee \$20,000 USD.

50% deposit is due upon execution of this Agreement; the remaining balance is to be sent within seven (7) days following the performance. Artists fee is payable to "Time for Three," 383 Kings Highway North - Suite 204, Cherry Hill, NJ 08034

Wire transfer info:

Bank: Wells Fargo
 Branch: Ellisburg Circle 1636 Kings Highway N, Cherry Hill NJ 08034
 Operating Account#: 2000018195264
 Routing # for US Wires: 12100024

SPECIAL TERMS:

Presenter to provide backline
 Presenter to provide \$2,000 travel stipend
 Presenter to provide four (4) hotel rooms
 Presenter to provide local ground transportation
 Merchandise: 100% to artist
 House Receipts: 100% to presenter

THE ATTACHED RIDER IS AN INTEGRAL PART OF THIS AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Park Avenue Artists on behalf of Time For Three
 f/s/o Time For Three

Linn-Mar
Community School District
Josh Reznicow and Thad Sentman

Ina Ubalte
Manager
Ina Ubalte
 Date
 Print Name Ina Ubalte, Manager

 Date
 Print Name _____
2999 North
10th Street, Marion, IA 52302

10 East 129th Street, Suite #1, New York, NY 10035 USA

TERMS AND CONDITIONS

1. Park Avenue Artists, LLC is Artist's authorized agent for all purposes hereunder. Presenter agrees to pay the total due by specified payment method which is made payable according to page one of this Agreement.
1. If Artist is unable to perform the Engagement for any reason beyond the control of the Artist, including without limitation, illness of Artist or death or death of immediate family member or life threatening illness of an immediate family member of Artist, accident, or any incapacity, fires, labor disputes, disruption of air traffic, act of terrorism, or Act of God ("force majeure"), this Agreement shall terminate with respect to the Engagement and neither party shall be liable to the other for any damage arising from the Artist's inability to perform. If, for any such reason, Artist is able to perform only a portion of the Engagement, then the Engagement Fee shall be reduced on a pro-rata basis. Cancellation or rescheduling of the Engagement by Presenter due to Presenter's fiscal insolvency, poor ticket sales or scheduling problems, shall not be deemed a force majeure event giving rise to termination without liability on the part of Presenter. Cancellation without force majeure should require the Presenter to pay a 50% deposit.
2. Presenter agrees to provide the Engagement Site and rehearsal area, including stage and dressing room, furniture, stage lighting, sound equipment and other items, each as reasonably requested by Artist and each in a clean, comfortable and safe condition, professional personnel to operate all such equipment, all necessary house staff (back and front of house) and a page turner (if requested by Artist), each at Presenter's expense. Presenter further agrees to honor Artist's specific needs as detailed in any riders attached hereto.
3. If a piano is required for the Engagement, Presenter will furnish at Presenter's expense one properly tuned 9 foot Steinway concert grand piano (or other piano acceptable to Artist) in excellent condition, tuned, for use during the Engagement.
4. Presenter agrees that the Engagement (and any rehearsals) will not be recorded, broadcast, televised, videotaped, photographed, filmed or otherwise reproduced or extended beyond the Engagement site without the prior written consent of Artist, through Park Avenue Artists, LLC.
5. Artist, through Park Avenue Artists, LLC, agrees to furnish Presenter with reasonable quantities of available publicity materials solely for use in promoting and publicizing the Engagement. Presenter acknowledges that Park Avenue Artists is unable to provide Presenter with program notes. Upon request, Presenter agrees that any promotional materials produced by Presenter in connection with the Engagement in which the Artist's name or likeness is included is subject to Artist's prior approval, through Park Avenue Artists, LLC.
6. Presenter agrees that it will produce the program for the Engagement at its own expense. If requested, Presenter agrees to supply Artist, through Park Avenue Artists, LLC, with all pages of the program on which Artist's name or likeness appears and such pages are subject to Artist's approval, through Park Avenue Artists, LLC. Presenter agrees to include text and/or inserts as provided by Artist (through Park Avenue Artists, LLC) in each program and program credits according to the attached Artist rider.
7. Presenter will use reasonable efforts to furnish complimentary tickets to the Engagement according to the attached Artist rider.
8. Notwithstanding anything to the contrary contained herein, if Presenter incurs any claims, damages, other liabilities or costs and expenses (including, without limitation, reasonable attorneys' fees) relating to the non-appearance by Artist for reasons other than those enumerated in Paragraph #2 in connection with the Engagement, Artist's liability to Presenter shall not exceed the Artist's fee under this Agreement or the actual damages incurred by the Presenter, whichever is greater.
9. Artist shall defend, indemnify and hold Presenter, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Artist, its officers, agents, or employees. To the extent permitted by law, presenter shall defend, indemnify and hold Artist, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Presenter, its officers, agents, or employees.
10. This ENGAGEMENT AGREEMENT shall be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to the principles of conflicts thereof. In the event a dispute arises

under this ENGAGEMENT AGREEMENT which cannot be resolved, such dispute shall be heard in a court of competent jurisdiction in Linn County, Iowa.

11. All rights and remedies of the Parties under this Agreement are cumulative and not in limitation or restriction of any other right or remedy in law or in equity.
12. This ENGAGEMENT AGREEMENT cannot be assigned or transferred by either party without written consent of the other.
13. This Engagement contains the entire agreement between the parties and shall supersede all prior proposals, negotiations, agreements, arrangement and understandings, if any, relating to the obligations and matters set out herein, whether oral or written.

TIME FOR THREE CONTRACT ADDENDUM - ORCHESTRAL

**** PLEASE NOTE ****

AS THIS ADDENDUM IS AN INTEGRAL PART OF THE CONTRACT AGREEMENT, IT MUST BE SIGNED IN ORDER FOR THE CONTRACT TO BE FULLY EXECUTED.

KEY ASPECTS:

- Presenter will furnish at own expense the lighting and sound equipment as detailed below (or approved substitutions), and with experienced technical personnel to operate such equipment.
- Presenter will provide access to dressing rooms and specific food service requirements as detailed below.
- Presenter will provide two (2) tables at a public space near the performance venue, both for the sale of merchandise and for audience members to greet the artists and sign CDs. For houses that seat more than 1000 people, three tables should be made available for merchandise and CD sales/signing after the show.

Lighting Requirements:

- o A FOH white wash, appropriate backlighting, and break-up gobo patterns should be focused on the performance area. If alternate lighting options are available, please contact Dave Ross at dave.ross@TF3.com. Creativity is encouraged.
- o Color should be focused around the performance area, particularly side lighting.
- o Time for Three (TF3) can supply a gobo of their logo for use during the show if applicable.
- o Artists encourage the use of a hazer or fogger for the performance.

Audio Requirements:

- o Professional sound reinforcement to provide sufficient volume for the audience's enjoyment.
- o Artist requests the presence of technical personnel for the entire duration capable of running playback from FOH.
- o One mixing board with a minimum of 6 inputs to be located on stage or a FOH console able to provide the additional 6 inputs including dedicated monitor sends back to stage for the conductor and orchestra to be able to hear Time for Three clearly. Monitor sends:
 - o Mix #1 and Mix #2: Violin 1, Violin 2, and Bass
 - o Mix #3 Conductor and Orchestra (can separate if desired)
 - o Mix #4 if needed
 - o Each monitor mix will have a dedicated equalizer, separate from the main sound system feed.
- o Three Meyer self-powered monitors (Model USM-100P or UM-100P) or three EAW (model SM-200iH) **PLEASE NOTE: Monitors are to be intentionally placed upstage of the performers and pointed downstage.**
- o One audio monitor for the conductor: Galaxy Hot spot preferred.
- o Four additional monitors for the Orchestra: floor monitors preferred. Particularly important for the Brass and Percussion to hear Time for Three, especially TF3's String Bass

- o Sufficient number of XLR cables for the purpose of connecting all microphones and speakers. We would suggest a minimum of seven.
- o Three Shure KSM-9 microphones or similar
- o Two channels Shure UR4 (either Dual or Single) with belt packs. *
- *NOTE: TF3 travels with 2 wireless receivers and belt packs which can be used as backup. It is artist's preference to use venue's house equipment when available.
- o Mix position should be located within the same acoustic environment as the performers, and should be clearly visible to the band.

Audio Inputs are as follows:

1. Violin 1 – DPA wireless (artist provided)
2. Violin 2 – DPA wireless (artist provided)
3. Bass – Taken from Mackie mixer (artist provided)
4. Vocal 1 (Shure KSM-9 or similar)*
5. Vocal 2 (Shure KSM-9 or similar)*
6. Vocal 3 (Shure KSM-9 or similar)*

* NOTE Regarding Vocal Microphones: If venue has them available, please substitute three wireless microphones as this will save on the amount of XLR cables that are run.

Backline Requirements:

- o One bass amplifier and sufficient power to be placed up stage center. No Acoustic Image or Gallien-Krueger amps please. Options are listed below in order of preference:
 - o Mark Bass 15"
 - o SWR Red Head
 - o SWR Silverado Special
- o If you are **unable** to supply any of the above amplifiers, you will be required to supply an additional, powered stage monitor with a dedicated send to include bass only. This **MUST** be confirmed with Dave Ross as part of advancing the show prior to Time for Three's arrival.
- o Four electrical outlets (1 quad box) to be located upstage center of the band.
- o Two (2) boom microphone stands
- o One (1) straight microphone stand
- o Several sand bags or stage weights for in front of and behind the bass amplifier. The amp will need to be tilted back and secured so the speaker is angled to head-height for the bass player.
- o Black duvetyn or similar to mask sand bags or stage weights.

Stage Requirements:

- o A visual monitor should be placed downstage center. The camera providing the feed to the visual monitor should be positioned upstage center and be aimed at the conductor (providing the Artist a visual of the conductor).
- o A performance area no less than 15' diameter, positioned downstage center.
- o One Oriental Rug (or similar style) approx. 3' x 5' or larger, to be positioned center stage.
- o Three (3) Manhasset music stands to be used as music stands.
- o Four (4) Manhasset music stands covered with black duvetyn or similar, three for use as water tables and one as a stand for the Mackie mixer. May substitute small cocktail tables if available.

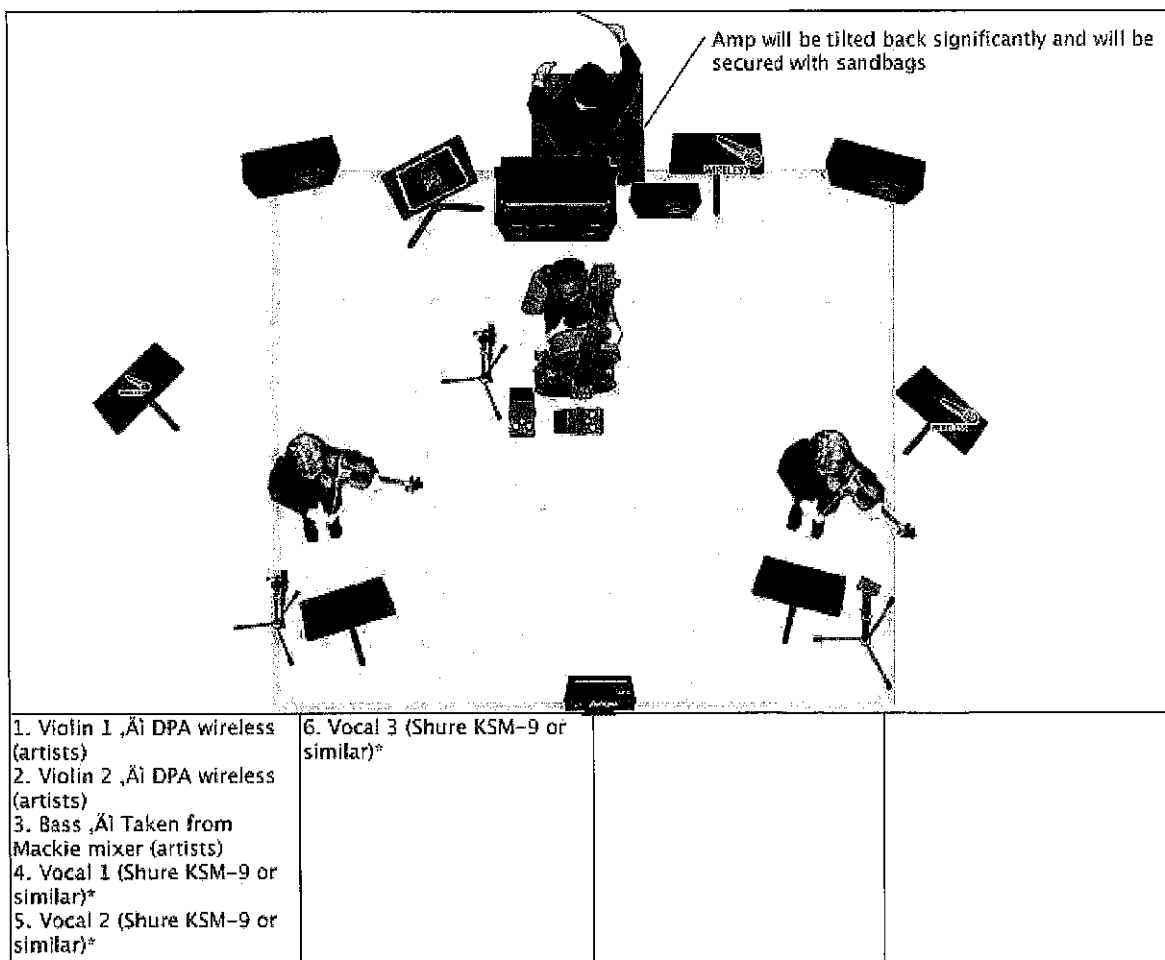
o Each of the three music stands used as water tables will have on it:

- 1 black hand towel (from seven towels listed below under hospitality)
- 1 water bottle (from case of water bottles in dressing room area; any labels removed)
- 1 vocal microphone

Artists require a minimum of 1 hour and 30 minutes on the day of the performance to be mutually arranged for sound and lighting review. Artist reserves the right to alter the set up as they see fit.

For questions please contact:

Dave Ross | dave.ross@TF3.com | C: 773-318-5221



REPERTOIRE:

In consultation with the Presenter, TF3 reserves the right to select the repertoire, the order and duration of the program for this engagement. **To set up a repertoire consultation call, please contact Ina Ubaite ina.ubaite@parkavenueartists.com**

Presenter agrees to pay rental fees and shipping/handling charges for scores and parts as charged by TF3 and/or Steve Hackman's librarian.

PROGRAM COPY:

Programs shall include a complete list of Time for Three repertoire that the group intends to perform at the concert. Program should clearly state that, unless otherwise noted, all works performed are arranged by Time for Three (Charles Yang, Nick Kendall, and Ranaan Meyer).

Programs shall include provided biographies of the three artists of TF3 as well as head shots of the artists, to be provided in color and black and white. Program notes for TF3's selections will be supplied by them, but in no case, without written permission to the contrary, shall program notes replace individual biographies of the artists in the event of limited space.

ADVERTISING AND PROMOTIONAL BILLING:

All artwork and print media developed for promotional purposes by the Presenter that does not originate from TF3 or its representatives must be pre-approved. The following guidelines must be strictly observed:

Both TF3 and its individual artists shall receive billing credit on the title page in all programs, souvenir books, house boards, window cards, posters, displays, one-sheets, three-sheets, press releases, and in all paid advertising and publicity of a page or larger. Each of the foregoing credits shall be of a size no less than fifty percent (50%) of the size of the non-artwork title of the show.

TIME FOR THREE (100%)

Ranaan Meyer, Double Bass (75%) Nick

Kendall, Violin (75%)

Charles Yang, Violin (75%)

PROGRAM BILLING:

Within the top of the program page, program billing shall read: TIME

FOR THREE (100%)

Ranaan Meyer, Double Bass (75%) Nick

Kendall, Violin (75%)

Charles Yang, Violin (75%)

DRESSING ROOM, MEAL, & HOSPITALITY:

Presenter to provide a green room/common area, production office, and three (3) separate, clean, private and lockable dressing rooms that are well lit, and provide adequate heat control, as well as hot and cold running water, toilets, and showers. These must be separate and private from any bathroom used by the public. Please indicate if your venue has less than three separate dressing room areas.

A meal (dinner) shall be provided on the night of each performance at the Presenter's expense up to \$150. Unless other catering or food options exist, Artists request either a cash buyout or to be supplied with menus from at least three (3) local restaurants from which TF3 and tour manager can place orders to have food brought in prior to the performance.

The Green room/common area should be furnished with the following:

- Cups, plates, eating utensils, and napkins
- Seven (7) hand towels (3 for onstage on water tables, 4 for dressing room area)
- One (1) case of water bottles (standard 16.9 oz size—non-carbonated)

-
-
- Six (6) bottles of Cold Brew Coffee
- One (1) case of protein bars (Clif bars or similar)
- Bucket of ice or a cooler
- Corkscrew & bottle opener
- Waste basket
- Facial tissues

COMPLIMENTARY TICKETS:

TF3 will receive complimentary tickets for each performance of the engagement.

- In a house that seats less than 1000, twelve (12) complimentary tickets will be made available
- In a house that seats 1000-2500, twenty (20) complimentary tickets will be made available
- In a house that seats more than 2500, thirty (30) complimentary tickets will be made available

SALE OF MERCHANDISE:

Artists shall have the sole and exclusive right, but not the obligation, to sell souvenir items, including compact disc recordings in connection with and at the performance(s), with receipts to the Artists. Further, the Presenter will insure that the venue commission will not be more than 20%.

Presenter will provide two tables at a public space near the performance venue, for both the sale of merchandise and for audience members to learn more about the Time for Three Foundation. For each performance of the engagement, Presenter will also provide a person to sell merchandise, a cash bank, three (3) black sharpie pens, and a pair of scissors for TF3 to sign CD's after performances.

Presenter will not sell booth space, license or otherwise approve or encourage any parties, other than the artists' duly approved representatives, to sell or merchandise any item or product which carries their likeness, name(s), logo or facsimile

TRAVEL & ACCOMMODATIONS:

Accommodations shall include four (4) king suite, non-smoking rooms in a local first-class hotel (4 to 5 stars) subject to the Artists' approval. The hotel will provide or have access to a weight room and gym, and complimentary wireless internet.

In the event TF3 advances costs for these items, the group will send an invoice for reimbursement of all reasonable travel expenses. In most cases, the invoice will be sent before the performance date (for airline tickets purchased in advance, etc.) and should be paid within thirty (30) days of receipt in accordance with Presenter's audit and allow procedures required by law.

GROUND TRANSPORTATION:

Time for Three will rent one (1) minivan to be used for ground transportation for the duration of the engagement. This vehicle is to be for TF3's exclusive use. Presenter agrees to reimburse Time for Three for the rental fee.

For PRESENTER

By: Ina Ubaite

SIGNATURE 

Date: 08/29/2018

For ARTIST

By: _____

SIGNATURE _____

Date: _____

TOUR MANAGER

Dave Ross

Email: dave.ross@tf3.com | Phone: 773-318-5221

GENERAL MANAGEMENT

Matthew Zelle

Email: Matthew.Zelle@parkavenueartists.com

Phone: 6469644986

Ina Ubaite

Email: Ina.Ubaite@parkavenueartists.com

Phone: 6469644986

BOOKING INQUIRIES:

Laura Dunaway

Email: laura.dunaway@parkavenueartists.com

Phone: 212-991-4241

SCORE/PARTS RENTAL:

Julia Thompson, Steve Hackman Library *

Email: jthompson84@gmail.com

* Rental fees are: \$125 per chart for single performances, \$175 for doubles, \$200 for triples.

Music from Steve Hackman's Library includes:

'Gallows Poem' (Traditional arr./orch. S. Hackman) 2012
'Cry Me A River' (J. Timberlake/Mosley/Storch arr. S. Hackman/Time for Three orch. S. Hackman) 2012
'Bach Double/Sing Sing Sing' (J.S.Bach/L. Prima arr S. Hackman/Time for Three orch. S. Hackman) 2012
'Orange Blossom Special' (E. Rouse arr. Time for Three/orch. S. Hackman) 2012 'Prelude to Time for Three' (Strauss/Hackman arr./orch. S. Hackman) 2012
'La Vie En Rose/Flower Duet' (Loiuguy/Piaf/Delibes arr./orch. S. Hackman) 2012 'Devil Went Down to Georgia' (Charlie Daniels Band arr./orch. S. Hackman) 2012
'Irish Tune from County Derry (Danny Boy)' (Traditional arr. P Grainger/S. Hackman orch. S. Hackman) 2012
'UFO' (Coldplay arr. S. Hackman/Time for Three) 2012
'Little Lion Man' (Mumford and Sons arr. S. Hackman/Time for Three) 2012
'Holberg Suite 2nd Movement/Blackbird' (Grieg/Lennon/McCartney arr. S. Hackman/Time for Three orch. S. Hackman) 2012
'Holberg Suite 3rd Movement/Kissing in the Tree' (Grieg/Meyer/Hackman/Kendall/dePue arr. S. Hackman orch. S. Hackman) 2012
'Banjo Love' (Meyer/Hackman/Kendall/dePue arr. S. Hackman/Time for Three orch. S. Hackman) 2012
'With or Without You' (U2 arr. S. Hackman/Time for Three) 2011 'Czardas' (V. Monti/Arr. Time for Three/Orch. S. Hackman) 2011
'Simply Blue' (Meyer/Hackman/Scarano/Fobare/Kendall orch. S. Hackman) 2011 'The Daftest of Punks' (Daft Punk/Kanye West arr./orch. S. Hackman) 2011
'Hide and Seek' (Imogen Heap arr. S. Hackman/orch. S. Hackman and R. Meyer) 'Hallelujah' (L. Cohen arr. Time for Three and S. Hackman/orch. S. Hackman and R. Meyer) 'Funky Enough' (S. Hackman) 2011
'7-29-04 The Day Of' from *Ocean's Twelve* (D. Holmes arr. S. Hackman) 2011 'The Stillness' (S. Hackman/N. Kendall) 2011
'The Move' (S. Hackman/N. Kendall/R. Meyer) 2011
'The Stillness Is The Move' (Dirty Projectors arr. S. Hackman) 2011
'Wyoming 307' (R. Meyer arr. S. Hackman) 2010
'Philly Phunk' (R. Meyer arr. S. Hackman) 2010
'Of Time and Three Rivers (R. Meyer arr. S. Hackman) 2010

01505687

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with _Allen Chapman, 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:** All-State Quartet Work
2. **GROUP /DEPARTMENT WORKING WITH** LMHS Choir
3. **AMOUNT of PAYMENT:** \$1500

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 15, 2018(date of completion) .

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.
9. **TERM:** This Agreement shall begin on ___9/10___, 2018 and shall continue in effect until ___10/15___, 2018_, 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, IC shall be compensated for all work performed prior to the date of termination.
11. **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.

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 signed and dated this 31 day of August, 2018

Independent Contractor

By: 

Title: Allen Chapman

Linn-Mar Community School District

By:

Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Paul Brizzi, 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:** Marching Band Festival Adjudicator
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band
3. **AMOUNT of PAYMENT:** \$340 + mileage at .39/mile

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 September 22, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.
9. **TERM:** This Agreement shall begin on September 22, 2018 and shall continue in effect until September 22, 2018, 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, IC shall be compensated for all work performed prior to the date of termination.
11. **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.

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 signed and dated this 28th day of August, 2018.

Independent Contractor

By: Paul Brizzi

Title: Marching Band Adjudicator

Home Address:

420 NE 31st St.
Ankeny IA 50021

Linn-Mar Community School District

By: _____

Board President

Paul J. Brizzi

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Barry Dvorak, 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:** Marching Band Festival Adjudicator
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band
3. **AMOUNT of PAYMENT:** \$340 + mileage at .39/mile

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 September 22, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.
9. **TERM:** This Agreement shall begin on September 22, 2018 and shall continue in effect until September 22, 2018, 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, IC shall be compensated for all work performed prior to the date of termination.
11. **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.

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 signed and dated this 30th day of August, 2018.

Independent Contractor

Linn-Mar Community School District

By: *Darryl D. Mraz*

By: _____

Title: Marching Band Adjudicator

Board President

Home Address:

210 Olive St.

Cedar Falls, IA 50613-2204

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Jim Gosnell, 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:** Marching Band Festival Adjudicator
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band
3. **AMOUNT of PAYMENT:** \$390 + mileage at .39/mile

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 September 22, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.
9. **TERM:** This Agreement shall begin on September 22, 2018 and shall continue in effect until September 22, 2018, 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, IC shall be compensated for all work performed prior to the date of termination.
11. **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.

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 signed and dated this 5th day of September, 2018.

Independent Contractor

By: 
James Goswami

Title: Marching Band Adjudicator

Home Address:

3104 McClain Dr

Cedar Falls, IA 50613

Linn-Mar Community School District

By: _____

Board President

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

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Pat Kearney, 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:** Marching Band Festival Adjudicator
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band
3. **AMOUNT of PAYMENT:** \$340 + mileage at .39/mile

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 September 22, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.
9. **TERM:** This Agreement shall begin on September 22, 2018 and shall continue in effect until September 22, 2018, 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, IC shall be compensated for all work performed prior to the date of termination.
11. **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.

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 signed and dated this 28th day of August, 2018.

Independent Contractor

By: 

Title: Marching Band Adjudicator

Home Address:

4821 Twene Dr.

Des Moines, IA 50310

Linn-Mar Community School District

By: _____

Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Brad Lampe, 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:** Marching Band Festival Adjudicator
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band
3. **AMOUNT of PAYMENT:** \$340 + mileage at .39/mile

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 September 22, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.
9. **TERM:** This Agreement shall begin on September 22, 2018 and shall continue in effect until September 22, 2018, 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, IC shall be compensated for all work performed prior to the date of termination.
11. **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.

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 signed and dated this 4th day of September, 2018.

Independent Contractor

By: _____

Brad Lampe
Brad Lampe

Title: Marching Band Adjudicator

Home Address:

129 N. East St.

Oscola, IA 50213

Linn-Mar Community School District

By: _____

Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Dave Newport, 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:** Marching Band Festival Adjudicator
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band
3. **AMOUNT of PAYMENT:** \$340 + mileage at .39/mile

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 September 22, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.
9. **TERM:** This Agreement shall begin on September 22, 2018 and shall continue in effect until September 22, 2018, 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, IC shall be compensated for all work performed prior to the date of termination.
11. **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.

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 signed and dated this 28th day of August, 2018.

Independent Contractor

By: David K. Newport
David K. Newport

Title: Marching Band Adjudicator

Home Address:

500-16th Avenue
Grinnell, IA 50112

Linn-Mar Community School District

By: _____

Board President

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District (“District”), a school corporation, intends to contract with Steve Shanley, 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:** Marching Band Festival Adjudicator
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band
3. **AMOUNT of PAYMENT:** \$340 + mileage at .39/mile

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 September 22, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC’s activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.
9. **TERM:** This Agreement shall begin on September 22, 2018 and shall continue in effect until September 22, 2018, 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, IC shall be compensated for all work performed prior to the date of termination.
11. **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.

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 signed and dated this _____ day of _____, 20____.

Independent Contractor

Linn-Mar Community School District

By: _____

By: _____

Title: Marching Band Adjudicator

Board President

Home Address:

Independent Contractor Agreement Linn-Mar Community School District

WHEREAS, Linn-Mar Community School District ("District"), a school corporation, intends to contract with Vanessa Terrell, 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:** Marching Band Festival Adjudicator
2. **GROUP /DEPARTMENT WORKING WITH** Marching Band
3. **AMOUNT of PAYMENT:** \$340 + mileage at .39/mile

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 September 22, 2018 (date of completion).

*An invoice for services should be sent to: Linn-Mar Community School District,
Attention: Angie Morrison, 2999 N 10th St. Marion IA 52302.*

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. District is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of the IC. The IC is not an agent or employee of District for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. District is not responsible for deducting from payments to IC any amounts for taxes, insurance or other similar items relating to IC. Accordingly, IC shall be responsible for payment of all taxes arising out of IC's activities in accordance with this Independent Contractor Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax (FICA), unemployment insurance taxes (FUTA), and any other taxes or business license fees as required. The IC shall further assume

exclusive responsibility for the filing of all tax returns due in connection with all amounts paid to IC under the terms of this Independent Contractor Agreement.

5. **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.*
6. **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.
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 IC. IC shall comply with the workers' compensation laws (and all other applicable law) with respect to IC's employment.
8. **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.*
9. **TERM:** This Agreement shall begin on September 22, 2018 and shall continue in effect until September 22, 2018, unless earlier terminated by either party in accordance with Section 11.
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11. **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.

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 signed and dated this 29 day of August, 2018.

Independent Contractor

By: Vanessa Tenell

Title: Marching Band Adjudicator

Home Address:

7608 Pin Tail Dr. NE
Cedar Rapids, IA 52402

Linn-Mar Community School District

By: _____

Board President

ACCESS AGREEMENT

DEFINITIONS

The property to which access is granted is: Property ("Property").

The legal owner(s) of the Property or person/entity with legal authority to grant access to the Property is: Linn-Mar Community School District ("Grantor").

The services to be conducted on the Property are generally described as follows: Service ("Services").

The entity granted access for the purposes of performing the Services is Terracon Consultants, Inc., which shall include its employees, agents, and subcontractors ("Grantee").

The Services are performed for the benefit of Snyder & Associates, Inc. ("Client"), pursuant to the Agreement for Services between Terracon Consultants, Inc. and Client, date and reference number 06/21/2018 N/A.

AGREEMENTS

By its signature below, Grantor represents it has authority to, and does, grant access to the Property to Grantee for the purpose of performing the Services. Grantor agrees that:

- Grantee may drill exploration borings on the Property, using drill rigs, trucks and other equipment, recover and collect soil, water, and other samples, and perform other actions related to the exploration of surface or subsurface conditions on the Property, as necessary to perform the Services.
- Grantee may use large truck or track-mounted equipment in the performance of the Services, which is normal and customary in the performance of these kinds of Services, and that this equipment may leave depressions, wheel tracks, ruts or other marks in the ground surface.
- Grantor will not interfere with any of the activities of Grantee or undertake any actions regarding the use of Property that would endanger the health, safety, or welfare of the Grantee employees, agents, or subcontractors, or damage their equipment, materials, or property.

By its signature below, Grantee agrees:

- That upon completion of Services and activities authorized by this Access Agreement, Grantee will remove all material and equipment utilized by Grantee from the Property, with the exception of ground markers that may be placed on the premises to designate sampling areas,
- Grantee will remove boring spoils that accumulate around the bore holes, or, where allowable, spread the spoils across the area, if acceptable to Grantor.
- Grantee will make reasonable efforts to restore the property and leave it in a condition suitable for its previous use. Landscaping restoration, including seeding or sodding, will not be performed.

The Services and field activities authorized under this Access Agreement may begin after signature of Grantor. Access is granted until Services are completed, which should not exceed 60 days following commencement of Services, except for period of access necessary for monitoring equipment, if applicable, after which time all rights of access given by Grantor shall cease.

SIGNATURES

Grantee: **Terracon Consultants, Inc.**
 By:  Date: **8/8/2018**
 Name/Title: **Thomas W Sherman, P.E. / Geotechnical Engineer**
 Address: **2640 12th St SW**
Cedar Rapids, IA 52404-3440
 Phone: **(319) 366-8321** Fax: **(319) 366-0032**
 Email: **Tom.Sherman@terracon.com**

Grantor: **Linn-Mar Community School District**
 By: _____ Date: _____
 Name/Title: **Mr. Shannon Bisgard / Superintendent**
 Address: **2999 N. 10th Street**
Marion, IA 52302
 Phone: **(319) 447-3001** Fax: _____
 Email: **sbisgard@linnmar.k12.ia.us**

Exhibit 705.1 - Fundraisers

Building	Activity	Sponsor Group	Start Date	End Date	Est Profit	Purpose of Funds
Echo Hill	Artsonia	Echo Hill	September	May	\$1,300.00	art room supplies
Indian Creek	Square One Art	Indian Creek	9/15/18	12/15/18	\$1,800.00	Additional student work storage
Linn Grove	Art to Remember	Linn Grove	November 2018	January 2019	\$500.00	clay and glazes
Westfield	T-Shirt Sales	Westfield	August	October	\$1,500.00	Specials supplies and equipment
	Square One Art	Westfield	November	December	\$2,000.00	Specials supplies and equipment
	Book Fair	Westfield	10/16/18	10/19/18	\$2,000.00	library books, makerspace supplies
Wilkins	Art to Remember	Wilkins	Spring 2019		\$350.00	class iPad(s)
Excelsior	Magazine/Food Sales	Excelsior	9/19/18	10/10/18	\$14,000.00	equipment/supplies for various student groups/clubs
Oak Ridge	Great America	Oak Ridge	8/31/18	9/21/18	\$10,000.00	supplies for non-curricular activities, events, clubs
Success Center	Spaghetti Lunch	Success Center	10/19/18	10/19/18	\$300.00	card store supplies
High School Fine Arts	Supernova	HS Show Choir	1/12/19	1/12/19	\$25,000.00	Show Choir expenses
	Gift Wrap/Holiday Sale	5th Band/Orchestra	9/10/18	9/25/18	\$4,000.00	instrument replacement
	Apparel Sale	5th-8th Band	9/4/18	9/14/18	\$2,000.00	registration, music, repairs, instruments
	Program Ads	Orchestra	9/1/18	12/21/18	\$2,500.00	Guest artists, instruments, equipment
	Driven Coffee	Orchestra	January 2019	February 2019	\$3,000.00	clinicians, guest artists, equipment
	Apparel Sale	Marching Band	8/15/18	8/20/18	\$2,000.00	instruments, repairs, equipment
	Festival	Marching Band	9/22/18		\$10,000.00	instruments, repairs, equipment
	Jazz-a-Thon	Jazz Band	11/2/18		\$8,000.00	music, instruments, clinicians, camp scholarships
	Get in the Spirit Show	Show Choir - In Step	12/15/18		\$10,000.00	choreographers, clinicians, song licensing, costumes, sets
High School Girls Athletics	Clothing Sale	Swim/Diving	July	August	\$200.00	equipment
	Poster	Swim/Diving	August		\$250.00	equipment
	Poster	Cross Country	8/14/18		\$1,400.00	warm ups, uniforms
	Youth Tournament	Basketball	11/10/18	11/11/18	\$2,500.00	camp/leagues, transportation, team dinners
	Perform with the Poms	Varsity Poms	December		\$1,500.00	Nationals costs
	Poster	Bowling	11/1/18	11/10/18	\$400.00	poster production
	Apparel Sale	Bowling	11/1/18	11/10/18	\$300.00	uniforms
High School Boys Athletics	Jr Wrestling Trnmt	Wrestling	1/6/2019	1/6/2019	\$2,500.00	Clinic, state expenses, travel, shirts, equipment
	Jr Dev Wrestling Trnmt	Wrestling	12/16/18	12/16/18	\$1,500.00	Clinic, state expenses, travel, shirts, equipment
	Poster	Wrestling	12/2018		\$2,000.00	Clinic, state expenses, travel, shirts, equipment
	Sponsorship	Wrestling	2/1/19		\$2,000.00	Clinic, state expenses, travel, shirts, equipment
	Player T-Shirts	Basketball	November		\$800.00	practice jerseys/equipment, charter bus

Building	Activity	Sponsor Group	Start Date	End Date	Est Profit	Purpose of Funds
High School Boys Athletics <i>Continued</i>	Jr Lion Trnmt	Basketball	December	January	\$3,500.00	volunteer coaches, equipment
	Youth Camp	Basketball	June 2019		\$5,000.00	uniforms, practice equipment, charter bus
	Swim-a-thon/Clothing Sale	Mens' Swimming	November		\$3,000.00	equipment and consultants
	Poster	Mens' Swimming	November		\$400.00	cost of poster
	Holiday Camp	Baseball	December		\$3,000.00	uniform tops, helmets
High School Clubs	Fall Fundraising	FFA	October	November	\$5,000.00	FFA expenses
	Blood Drive	Interact	12/6/18	12/6/18	\$300.00	adopt a family during holiday season
	Bake Sale	Interact	September	November	\$1,000.00	donation to local charity
	Homecoming Dance	Student Council	9/29/18		\$8,000.00	conference attendance, events, supplies
	HACAP Fund Drive	Student Council	10/8/18	10/12/18	\$1,000.00	donation to HACAP
	Powder Puff T-Shirt Sale	Student Council	9/24/18	9/28/18	\$800.00	memorial scholarship fund through Foundation
	Apparel Sale	STOP	11/5/18	11/9/18	\$200.00	purchase apparel for following year
	Bandana Sale	Green Bandana	10/15/18	10/19/18	\$150.00	purchase bandanas for following year
	Trick or Treat for UNICEF	Model UN	10/22/18	10/31/18	\$200.00	donation to UNICEF International
	Blood Drive	Model UN	10/5/18		\$250.00	spring conference lodging
	Apparel Sale	Science Club	11/5/18	12/15/18	\$800.00	entrance fees, supplies
	LM Buddies Shirts	LM Buddies	8/24/18	9/11/18	\$200.00	supplies, food, activities
	U of I Concessions	FBLA	9/1/18	11/23/18	\$500.00	conference fees
	Sponsorships	FBLA	9/10/18	9/10/18	\$300.00	conference fees
	Scrip	FBLA	12/3/18	12/3/18	\$500.00	conference fees
	Apparel Sale	HOSA	9/1/18	12/21/18	\$200.00	dues, conference fees
	Restaurants	Key Club	all year	all year	\$200.00	service project supplies
	Sponsorships	Key Club	all year	all year	\$400.00	Dance Marathon, project materials
	Card/Gram Sales	Key Club	all year	all year	\$250.00	project materials, convention/competition fees