



2023 Community Promise Dashboard

Community Promise connects local students with resources and pathways to pursue high demand jobs. Community Promise strives to create the most user-friendly experience required to engage and connect all audiences: students, parents, teachers, and businesses.

Percent of graduating seniors on a pathway to pursuing education or training beyond high school (2 & 4 year post secondary intent on training)



Linn-Mar School District

Other pathways: 1.72% Military 7% Apprenticeship 11% Employment 7.25% Undecided Marion Independent School District

Other pathways: 4.8% Military 11.7% Apprenticeship 10% Employment 2% Undecided In 2022, MEDCO established a goal to develop a plan for every high school student to engage in a work based learning experience annually. Our first benchmark was the 21-22 school year in which 28% of all students were involved in WBL.

39%

Students Engaged in Work Based Learning in 22-23 School Year

Activities included at Linn-Mar:

Venture, Kirkwood Academies, Apprenticeship Fair, Pre-Apprenticeship Program through Labor Center, MOC, Job Shadows, Internships, Career Fair Attendance, Mock Interviews, and College Campus Visits.

Activities included at Marion Independent:

STEM Day, Kirkwood Academies, Planning for Your Future Night, Job Shadows, Internships, Career Fair Attendance, Mock Interviews, College Campus Visits, Trades Day, Industrial Tech Day, Pre-Apprenticeships, Certified Apprenticeships and Career Round Tables.



Students continued to work on the second and third Marion Community Build homes. Students worked daily on the property and partnered with area businesses as they learned about carpentry, siding, plumbing, and much more. Employers also visited the classroom to share hands on employment opportunities that their organizations offer. In 2024, we are placing a renewed focus on owner occupied workforce housing.













2023 Community Promise Dashboard

Community Promise Partnership with Mercy Medical Center



We embarked on our third year of partnering with Mercy Medical Center. The partnership made it possible for Marion and Linn-Mar High School students to work at the hospital after participating in a Kirkwood Community College Academy. Classroom training was provided through the Patient Care Academy at the Kirkwood Linn County Regional Center. In 2023, 15 students participated.

Venture Academics











Innovative Project-Based Learning

Venture Academics is an innovative project-based learning model within the Linn-Mar Community School District that MEDCO is proud to help support. Venture gives students the opportunity to develop valuable 21st century skills while engaging with local business partners. In 2023, Community Promise helped to connect Venture with classroom speakers, offsite learning experiences, community based projects, job shadows and project advisors.

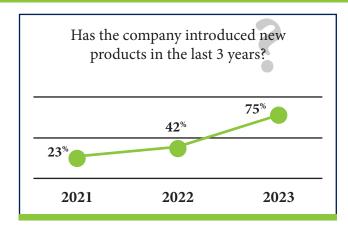
Venture is launching a new strand in the fall of 2024 that we look forward to, called Exploring Education for students interested in a future in teaching or working with children.

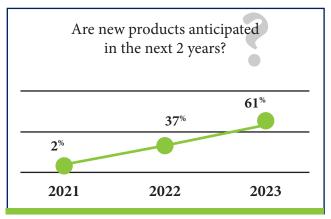




The Business Voice Call program (formerly referred to as Business Retention and Expansion program) included 105 in person visits from January 2023 to December 2023. Interviews were completed with over 200 individuals representing local employers and entrepreneurs working in our local communities. The graphs below show the percentage of "Yes" responses to the question posed with trend lines shown from left to right for 2021, 2022 and 2023.

Products





Local businesses continue to invest in the implementation of new technology allowing them the ability to reach new customers with new products combined with upskilling their employees for growth. The increase and anticipated increase in new products are a direct impact of COVID. The pandemic stressed the importance of diversification in customer and product. Our community businesses have always been resilient, but the accelerated focus of having a diverse customer/product mix is more important today to withstand the ebbs and flows.

Sales/Facility Needs

Does the company plan to expand or modernize in the next three years?

30% 40%

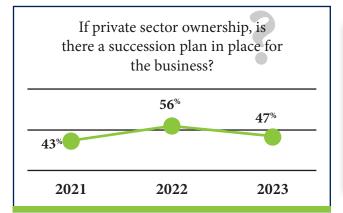
23%

2021 2022 2023

Almost 60% of respondents reported increased sales in 2023. Although this is a decrease from the over 75% who reported increased sales in 2022, these results show strong operations and results across our local business industries.

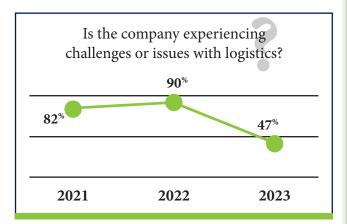
Expansion and modernization trend lines increasing aligns with the trend line increase in new products and services. Modernization plans include solar and other renewable energy and green related investments along with the continued movement towards utilizing A.I. and robotic processes.

Management



MEDCO has worked to increase visibility of the importance of a succession plan by growing strategic relationships and hosting the Business Founders event series. This strategic gathering is intended to curate opportunities for our local business owners with resources and introductions to trusted local partners who are experts in exit planning. As business owners grow their companies, succession planning is critically important to supporting the long-term retention of a business.

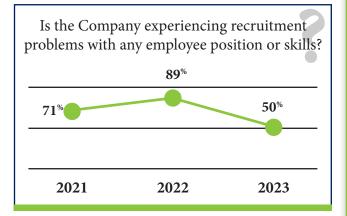
Supply Chain



Labor supply in particular delivery drivers of all kinds noted as the main issue. Most challenges noted continue to be container/ freight costs and lead times. Both challenges have been normalized in the bidding/quoting process over the past couple of years which has helped minimize impact but more importantly set realistic expectations. The customer has accepted the reality of lead times and their effect on completion of projects and ability to deliver product.

As much as supply chain has hampered delivery timelines, the related freight/fuel and container costs have had a greater effect on final profit margins. Inflationary pressures continue to be top of mind with some already seeing some stabilization going into the new calendar year.

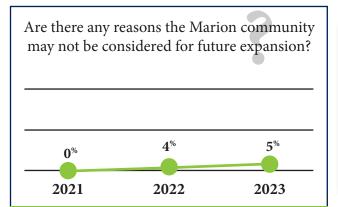
Workforce



The local hiring market cooled throughout 2023 resulting in less opportunities for new employees but also for those looking for a change. The softer market led to the large decrease from prior years around respondents experiencing recruitment problems. 2023 was a year we saw expectations being tempered on the hiring front with the employee's employment market has tightened up significantly. The political environment at the State level was mentioned as a concern related to being attractive for hiring from outside the region.

MEDCO continues to deliver competitive advantage through its support of Community Promise, Marion Community Build, and Venture Academics. These workforce pipeline initiatives are partnerships with the two Marion high schools.

Community



Marion has many strengths as a place to do business. The common themes from respondents noted the positive community leadership, business climate, and quality of life. Most also noted the low cost of living, the stableness of the local economy and community, and the strong public education system. The concern for respondents is around barriers to growth with the overwhelming majority citing the lack of supply of both skilled and unskilled workers.

Linn-Mar Winter Data Update

February 26, 2024

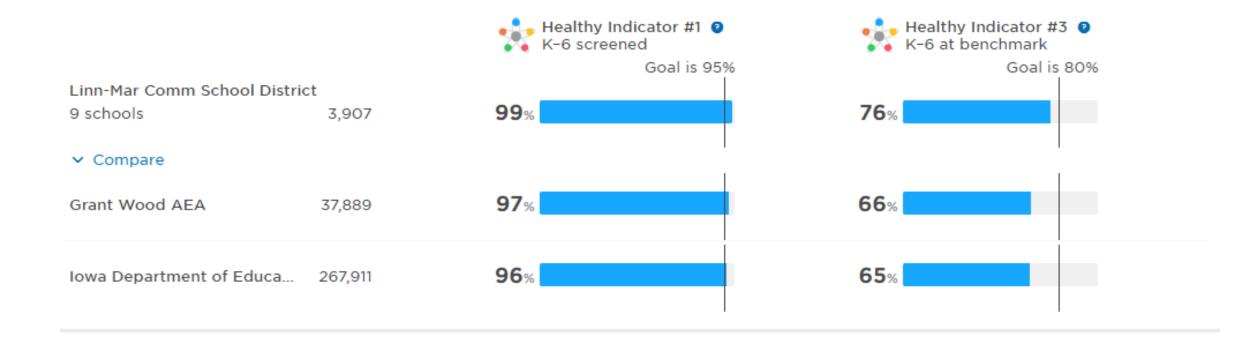


FAST

- Formative Assessment System for Teachers
- Universal Screener
- Only one piece of data



District Reading



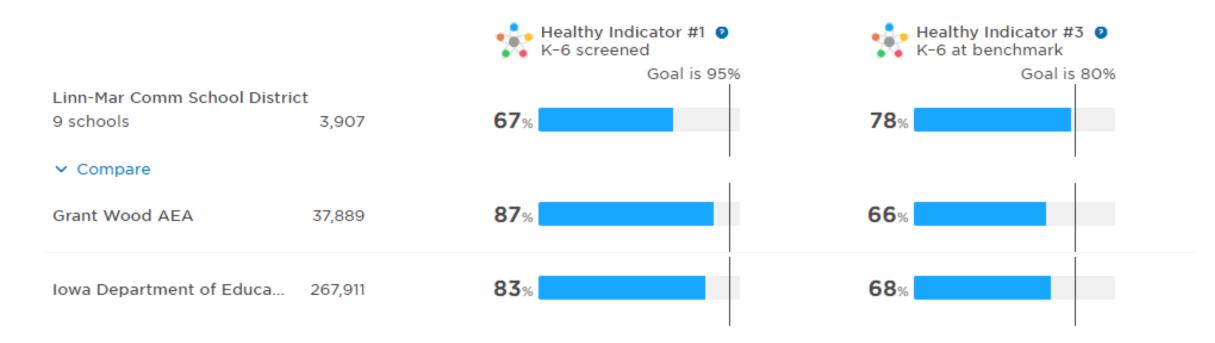


Grade Level Reading

♦ Grade level	Enrollment	Screened	At benchmark
KG	549	99%	77%
1	542	99%	68%
2	516	99%	73%
3	553	99%	77%
4	535	99%	75%
5	643	99%	78%
6	569	98%	79%



District Mathematics

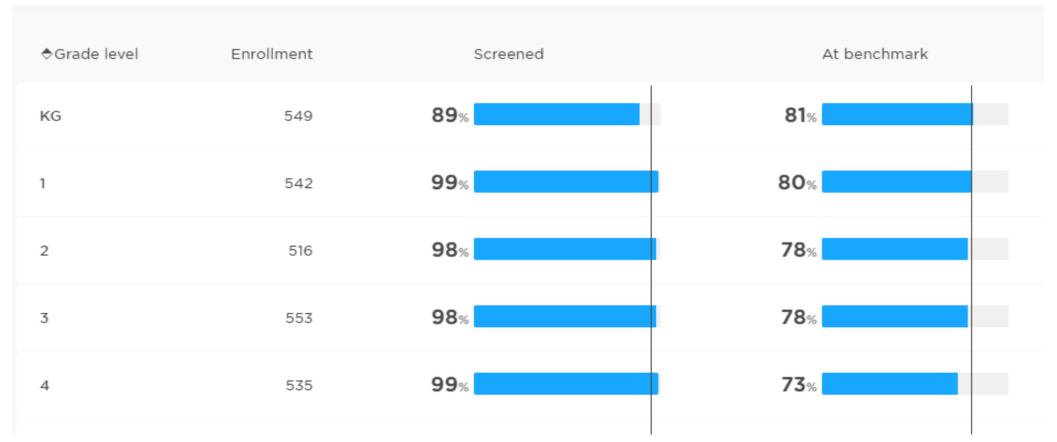


Notes:

- Only K-4th grade students are screened in mathematics.
- 3,907 students indicates the total K-6th grade population.



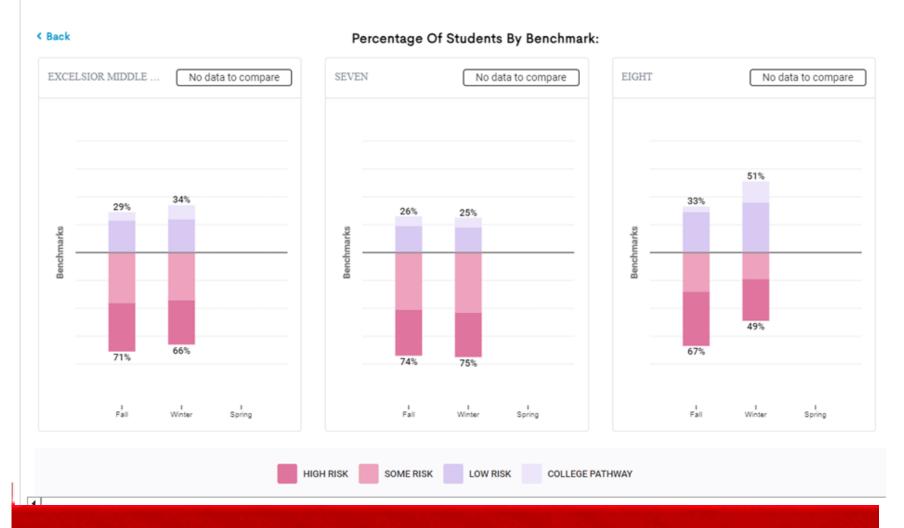
Grade Level Mathematics



Note: Grades 5th and 6th using readiness assessments tied to the major work of the mathematical standards at each grade level.



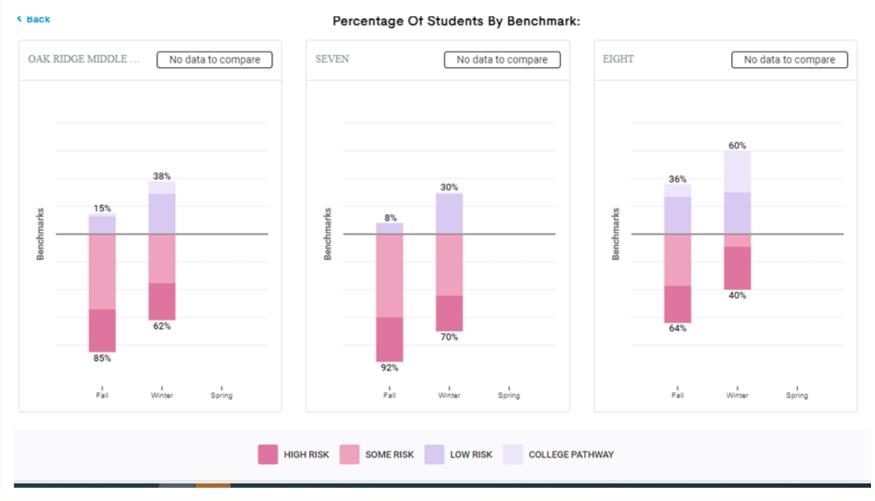
Middle School Data



Note: This is literacy data. It is comprised of students who are persistently at-risk, at-risk, or new to the district.



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Process

- Grade Level/Content Data Meetings
- PLC process
- MTSS



Reflection

- Areas of Strength
 - Action research
- Opportunities for Growth
 - Professional learning



Questions





WE ARE LINN-MAR

District Honors & Highlights - February 26, 2024



Orchestra Honors: Congratulations to the 160 sixth through twelfth grade students who were selected and performed at the 2024 Metropolitan Orchestra Festival at the Paramount on February 3rd. Congrats also go out to Kristine Schamberger, Hazel Point Orchestra Teacher, for serving as guest director of the 6th grade Honor Orchestra, as well as Katie Vail, Excelsior Orchestra Teacher, who served as guest director for the 8th grade Honor Orchestra. Click here to read more

STEM Honors: Congratulations are extended to three Oak Ridge Middle School students for placing first overall in the Future Cities regional competition with their creation of *Kota Kawah*. The competition asked students to design a city that is 100% electronically powered and uses energy generated from environmentally friendly sources. The Oak Ridge students advanced to the National Future City Awards competition in March.





Excellence in Arts Honor: Congratulations to Autumn Zaehringer, LM High School Student, for being named the recipient of *The Gazette's* Excellence in Arts award. The award, "recognizes and celebrates students who are making incredible contributions to the visual, digital,

and performing arts."

National Ceramics Honor: Congratulations to Eysen Pollard and Aiden Thornburg for winning a spot in the 2024 National K-12 Ceramics Show. Click here to read more





Teacher Honor: Congratulations to Barb Lemmer, Linn-Mar High School AgriScience Teacher, for receiving the 2024 Iowa Golden Owl District Winner Award! The award was presented by the Iowa Department of Education and the National Future Farmers of America (FFA) and recognizes AgriScience/FFA teachers for their work with FFA. <u>Click here to read more</u>

POMs Honor: Congratulations to Varsity POMs for recently placing second for their POM routine and eleventh for their jazz routine during the National Dance Team Championships in Orlando, Florida. <u>Click here to read more</u>



Policy Series 400 – Staff/Personnel Licensed Personnel



Policy 401.10 Licensed Personnel Early Separation

The Linn-Mar Board of Education may offer an early separation plan for licensed personnel serving in an assignment of .5 or greater time equivalency. Five-tenths to full-time personnel (.5 to 1.0 FTE) are those who are currently performing their assigned duties within the school district and who satisfy the definition of five-tenths to full-time personnel (.5 to 1.0 FTE) as outlined in the respective contracts and terms and conditions of employment.

ELIGIBILITY REQUIREMENTS

- a. Non-administrative, All licensed personnel
- b. Five-tenths to full-time (.5 to 1.0 FTE)
- C. At least 55 years of age
- d. Completed a total of 20 years of service in position requiring licensure; 10 of which were for the Linn-Mar Community School District

Said personnel will qualify for incentives upon submitting to the school board written notification of intent for early separation no later than the date set by the board and, upon receiving information regarding the incentives related to early separation, submit an early separation request no later than the date set by the board of the last year of service. Packages are awarded based on overall seniority.

The effective date for an early separation corresponds to the ending date of the licensed employee's contract year and they must work the entire contract year prior to early separation.

COMPENSATION

Licensed personnel who elect to take early separation will be compensated when at least 20 years of service are satisfied after at least the age of 55 based on the recommendation of the administration and board approval.

INSURANCE

- 1. Licensed personnel who elect to take early separation pursuant to this policy are eligible to continue participation in the district's group medical-hospitalization plan at the district's group rate. An employee's right to continue participation in such group insurance plan will be discontinued upon reaching the age of 65 or when insurance is obtained elsewhere.
- 2. Licensed personnel who elect to take early separation pursuant to this policy are eligible to continue participation in the district's group term life

- insurance plan at the district's group rate. An employee's right to continue participation in such group term life insurance plan will be discontinued upon reaching the age of 65 or when insurance is obtained elsewhere.
- 3. Licensed personnel will pay the premiums for all such insurance. It is the responsibility of employees to pay to the school district the monthly premium amounts on such dates as determined by the district. All insurance provided through the district are subject to the terms and conditions of the carriers.

COMPENSATION FOR DISTRICT WORK FOLLOWING EARLY SEPARATION

Licensed personnel electing early separation may support the district as a substitute teacher or on a consultant basis. As consultants participating in this program, individuals will be offered employment which could include substitute teaching as allowed by the Board of Educational Examiners regulations, demonstration teaching, working on staff development and in-service programs, and curriculum development projects. Participants in this program will receive contracted amounts mutually designed not to interfere with benefits allowed by IPERS or social security.

PAYMENT OPTIONS

The school board will determine the method of payment for the incentives as a 403(b) account and the time period during which to make full payment to the individual account within a one-to-five-year span. The individual will have the option to present their needs prior to the determination. The length of time for full payment will be determined in writing and the appropriate installments calculated before the first payment is made. If the payment plan determined by the school board is unsatisfactory, the licensed personnel may retract their early separation request.

RESTRICTIONS

- a. Separation pay will not be granted to licensed personnel who are discharged for causes other than staff reduction; and
- b. Incentives pursuant to this policy can be received only once.

BENEFICIARY

In the event of the death of licensed personnel prior to payment of the early separation incentive, the early separation incentive will be paid to the designated beneficiary in a one lump sum payment. In the event no beneficiary is designated, the incentive will be paid to the individual's estate in a one lump sum payment.

AMMENDMENT OR APPEAL

The school board has complete discretion to offer, or not to offer, an early separation plan for licensed personnel. The board may discontinue the district's early separation plan at any time.

The adoption of this policy will not vest any rights in any licensed personnel whether or not the employee is currently eligible for early separation. The school board will have complete discretion to amend or repeal this policy at any time. The district will not be obligated to provide any of the incentives to any licensed personnel after the date of such amendment or repeal except to those licensed employees whose early separation, pursuant to this policy, has commenced prior to the amendment or repeal.

COMMUNICATION PROCESS

Following the school board's annual decision regarding the offer of incentives, licensed personnel who are eligible and who have notified the board by the date set by the board of their intent to request early separation will receive a letter from the administration notifying them of the conditions offered by the board. These employees will respond no later than the date set by the board following the receipt of the letter with the conditions of the offer as to their acceptance of the conditions of the board's early separation offer. The eligible employee's response will be in the form of a letter indicating their intent to retire at the conclusion of their current contract.

Adopted: 6/88

Reviewed: 12/11; 4/13; 12/16; 4/20; 4/23

Revised: 3/11; 9/14; 3/19; 2/24

Related Policy: Series 401

Legal Reference (Code of lowa): §§ 97B; 216; 279.46; 281 IAC 21

IASB Reference: 407.03; 407.06; 407.06-E(1)-E(3)



INSPIRE LEARNING. UNLOCK POTENTIAL. EMPOWER ACHIEVEMENT.

BOARD CLOSED SESSION MINUTES February 5, 2024

100: CALL TO ORDER & DETERMINATION OF A QUORUM

A closed session of the Linn-Mar Board of Directors was called to order at 4:33 PM in room 6 of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Morey, and Wall. Absent: Lowe Lancaster, Rollinger, and Walker. Administration present: Kortemeyer and Galbraith. Attorney Miriam VanHeukelem was also present electronically. *Walker arrived at 4:37 PM*.

<u> 200: ADOPTION OF AGENDA – *Motion 129-02-05*</u>

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

300: CLOSED SESSION

301: Move into Closed Session - Motion 130-02-05

MOTION by Morey to move into closed session at 4:34 PM as provided by Iowa Code Section 21.5(1)(c) of the open meetings law, "to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation". Second by Wall. Roll call vote, all ayes. Motion carried.

<u>302: Return to Open Session</u> – <u>Motion 131-02-05</u>

MOTION by Morey to return to open session at 4:55 PM. Second by Foss. Roll call vote, all ayes. Motion carried.

<u>400: ADJOURNMENT</u> - <u>Motion 132-02-05</u>

MOTION by Wall to adjourn the session at 4:55 PM. Second by Walker. Voice vote, all ayes. Motion carried

Barry Buchholz, Board President
Jon Galbraith, Board Secretary/Treasurer



INSPIRE LEARNING. UNLOCK POTENTIAL. EMPOWER ACHIEVEMENT.

SCHOOL BOARD MINUTES February 5, 2024

100: CALL TO ORDER & DETERMINATION OF A QUORUM

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

200: ADOPTION OF AGENDA – *Motion 133-02-05*

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

300: SPECIAL RECOGNITION – Exhibit 300

(Strategic Plan Priority 4.0)

President Buchholz read a proclamation in honor of National School Counseling Week (Feb 5-9, 2024).

400: AUDIENCE COMMUNICATIONS

(Strategic Plan Priorities 1.0)

1. Iris Strong, resident, Marion Alliance for Racial Equity/Black History Month

500: INFORMATIONAL REPORTS/UPDATES/DISCUSSIONS

<u>501: Teaching & Learning Report</u> – Exhibit 501.1 (Strategic Plan Priority 2.0; Board Goal 2.b) Nathan Wear, Associate Superintendent/Chief Academic Officer, shared an overview of the five essential components of the District Career and Academic Plan (DCAP).

502: Board Visit Report

(Board Goal 2.b)

Buchholz reported that five board members were able to attend the visit to Echo Hill Elementary on January 25th. Morey shared she enjoyed participating in the kindergarten math lesson.

503: Finance/Audit Committee Report

(Strategic Plan Priority 5.0; Board Goal 3.c)

Buchholz reported that during the February 1st F/AC meeting topics discussed were the proposed activities center at the high school and budget items. Foss reported there is a plan in place pertaining to the budget, but that it is pending until additional information is received on the state-determined Supplemental State Aid (SSA) amount. Buchholz clarified that the new activities center at the high school is still an active project, but that the Facilities Advisory Committee is being reformed to reassess the intent of the project and current district needs.

504: Linn County Conference Board Report

(Strategic Plan Priority 1.0; Board Goal 3.d)

Buchholz reported that during the February 1st Linn County Conference Board meeting topics discussed were budgetary items and hiring issues.

505: Legislative Update

(Board Goal 3.c)

Morey reported on several educational bills currently being considered during the legislative session including information on the Governor's bill that would affect AEA funding.

506: Superintendent's Update - Exhibit 506.1

Superintendent Kortemeyer recognized National School Counseling Week and shared congratulations to the various highlights and honors included in exhibit 506.1. Thanks were also shared to Representatives Golding, Gjerde, and Staed for visiting the PK classrooms at Linn Grove Elementary on February 2nd. Kortemeyer also shared information on a recent staff survey regarding budget cut brainstorming ideas, updates on current construction projects, and a reminder to vote on March 5th for PPEL.

600: UNFINISHED BUSINESS

<u>601: Approval of Bid</u> – Exhibit 601.1 – <u>Motion 134-02-05</u>

MOTION by Wall to approve Dryspace, Inc., as the lowest, responsible bidder for the Linn-Mar High School/Indian Creek Elementary roof replacement project for a base bid of \$499,077.00. Second by Walker. Voice vote, all ayes. Motion carried.

<u>602: Approval of Bid</u> – Exhibit 602.1 – <u>Motion 135-02-05</u>

MOTION by Morey to approve McComas Lacina Construction as the lowest, responsible bidder for the new performance arts venue for a base bid of \$25,662,000.00. Second by Walker. Foss requested a definition of lowest, responsive, responsible bidder. Galbraith clarified responsive as meeting all the spec/requirements of the bid and responsible as the ability to supply the expertise and manpower necessary for the project. Voice vote, all ayes. Motion carried.

603: Second Reading of Policy Recommendations - Motion 136-02-05

MOTION by Walker to approve the second reading of the policy recommendations as presented in Exhibit 603.1. Second by Wall. Morey suggested that the words "or changed" be removed from paragraph three of Policy 203.2 since the policy was being rewritten to address the adoption of new policy. **Exhibit 603.1** (Board Goal 1.c)

AMENDED MOTION by Walker to approve the second reading of the policy recommendations with the suggested change to Policy 203.2, as discussed. Second by Wall. Voice vote, all ayes. Motion carried.

Policy #	Title
203.2	Adoption of Board Policy
400.1	Educational and Employment Equity
401.10	Licensed Personnel Early Separation (Reflects updates from 1/22 first reading)
502.1	Student Conduct
502.1-R	Regulations Regarding Student Conduct Procedures and Due Process

Policy #	Title
502.2	Expulsion
502.15-R	New – Student Threats of Violence and Incidents of Violence Regulation
801.4	General Fund Reserves and Fund Balance Reporting
600.2	Objectives of the Education Program (Reflects updates from 1/22 first reading)
601.1	School Organization
602.2	Competent Private Instruction
602.3	Dual Enrollment
602.4	Summer School Programming
602.10	Curriculum Development
602.12	Curriculum Evaluation
602.17	Career Education
602.18	Instruction at a Post-Secondary Educational Institution
602.23	Open Enrollment-Procedures as a Receiving District
602.24	Open Enrollment-Procedures as a Sending District
602.29-R	Objection to Instructional and Library Materials Regulation (Reflects updates from 1/22 first reading)
603.2	Class Size-Class Grouping
603.6	School Ceremonies and Observances (Reflects updates from 1/22 first reading)
603.7	Homework
603.9	Religion in Schools
603.9-R	Regulations Regarding Religion in Schools
603.13	Digital Communication
603.13-R	Regulations Regarding Digital Communication/Web Page Development
603.14	Copyright Compliance
603.14-R	Regulations Regarding Copyright Compliance
604.4	Talented and Gifted Program
604.5	Program for Students At-Risk
605.1	Student Progress Reports and Conferences
605.2	Testing Program
605.3	Graduation Requirements
605.5	Student Promotion and Retention
605.7	Multicultural/Gender-Fair Education
701.1	Local and State Transportation Regulations
701.2	Student Conduct on School Transportation
701.2-R	Regulations Regarding Student Conduct on School Transportation
701.3	Transportation of Non-School Groups (Reflects updates from 1/22 first reading)
701.12	Use of District Vehicles and Fuel

700: NEW BUSINESS

701: Open Enrollment Requests - Motion 137-02-05

MOTION by Wall to approve the open enrollment request as presented. Second by More. Voice vote, all ayes. Motion carried.

Approved	Student Name	Grade	Resident District
IN	Venturo, Anderson	1 st	Cedar Rapids CSD

800: CONSENT AGENDA - Motion 138-02-05

MOTION by Morey to approve the consent agenda as presented. Second by Walker. Buchholz and Foss congratulated the two retirees. Voice vote, all ayes. Motion carried.

801: Personnel

Certified Staff: Resignation

Name	Assignment	Dept Action	Reason
Koch, Jeff	HS: Design Engineering Teacher	6/3/24	Retirement

Classified Staff: Assignments/Reassignments/Transfers

Name	Assignment	Dept Action	Salary Placement
Copeland, Nicole	HS: Student Support Associate	1/29/24	LMSEAA II, Step 1
Lantermans, Jill	NE: From JK Program Associate to Counselor's Secretary	1/18/24	LMSEAA IV, Step 11
Martin, Joseph	EX: Custodian	1/30/24	SEIU C, Step 1
Nelson, Renee	LRC: Executive Director of Communications	2/29/24	\$120,000/year
Nolte, Catherine	NS: BP from PT Cashier to Lead Baker	1/29/24	SEIU A+.25, Step 1
Taylor, Erica	LRC: Temporary Payroll Assistant	1/16/24	\$19.00/hour
Tiernan, Carmen	NS: NE General Help/Lead Baker	2/1/24	SEIU A+.25, Step 1

Classified Staff: Resignation

Name	Assignment	Dept Action	Reason
Bideaux, Mike	EH: Part-Time Custodian	2/2/24	Retirement
Davis, Kaylee	NS: BP Lead Cook	1/25/24	Personal
Ellis, Megan	NS: HP Lead Baker	1/19/24	Personal
Henderson, Crystal	WF: Student Support Associate	1/17/24	Personal
Kuempel, Jeanne	HS: Copy Center Technician	2/2/24	Other employment/ relocation
Martin, Marcus	EX: Custodian	1/22/24	Other employment
McLaughlin, Gail	BW: Student Support Associate	2/9/24	Personal
Teff, Kendra	BW: Student Support Associate	2/2/24	Other employment
Zach, Sue	NS: NE General Help/Lead Baker	1/26/24	Other employment

Co/Extra-Curricular Staff: Assignments/Reassignments/Transfers

co, extra carricular starri Assignments, reassignments, realisiers				
Name	Assignment	Dept Action	Salary Placement	
Becker, Kristin	OR: Assistant Girls Tennis Coach	1/19/24	\$3,083	
Chamberlain, Marshall	OR: From Asst to Head Girls Tennis Coach	1/18/24	\$3,468	
Kilburg, Hannah	EX: Head 8 th Gr Volleyball Coach	8/21/24	\$3,468	
Murphy, Mark	EX: From Head to Asst Girls Tennis Coach	3/18/24	\$3,083	
Novak, Jennifer	EX: Head Girls Tennis Coach	3/18/24	\$3,468	

802: Approval of January 22nd Board Minutes – Exhibit 802.1

803: Approval of Bills/Warrants – Exhibit 803.1

804: Approval of Contracts/Agreements - Exhibits 804.1-5

- 1. Epic Event Center rental agreement for LMHS Java & Jazz event
- 2. Ohiopyle Prints commercial licensing agreement to print/sell items with LM logo
- 3. Sprinturf change order #1 for LMHS stadium synthetic turf replacement project
- 4. Madison DeJong independent contractor agreement for choreography work with LMHS drama department
- 5. Edmentum for EdOptions Academy students, second semester

805: Fundraising Requests – Exhibit 805.1-2

- 1. 5th-12th Gr Band website sales for repair and replacement of instruments
- 2. LMHS Student Council spring fling dance to fund mission-focused activities

806: Disposition of Obsolete Equipment

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

• Light fixtures – LED High Bay luminaries H1 Series 8,000 lumens – Quantity: 20

900: BOARD CALENDAR/COMMUNICATIONS/COMMITTEES

901: Board Calendar & Communications

Buchholz read a letter of resignation from Director Rollinger and shared the vacant seat would be filled by appointment and the process. Buchholz, Kortemeyer, and Morey thanked Rollinger for his service. Morey congratulated the LM POMs on their recent success and Buchholz congratulated the swim team for winning substate.

Date	Time	Event	Location
Feb 7	4:15 PM	Career & Technical Education Advisory (CTE)	LRC Room 304/305
Feb 8	8:40 AM	Board Visit	Linn Grove Elementary
Feb 8	5:30 PM	Marion City Council (Buchholz)	City Hall
Feb 12	5:00 PM	Diversity/Equity/Inclusion Committee (DEI)	Boardroom
Feb 12-13		IASB Day on the Hill	Des Moines
Feb 19	11:00 AM	Finance/Audit Committee (F/AC)	LRC Room 6
Feb 22	9:00 AM	Board Visit	Novak Elementary
Feb 22	5:30 PM	Marion City Council (Walker)	City Hall
Feb 26	5:00 PM	Board Meeting	Boardroom
Date	Time	Event	Location
Mar 5		Special Election – PPEL Vote	
Mar 5	7:30 AM	Finance/Audit Committee (F/AC)	Boardroom
Mar 5	11:30 AM	Marion State of the City Address	Radisson Hotel
Mar 7	Noon	Linn County Conference Board	City of CR Admin Bldg
Mar 7	5:30 PM	Marion City Council (Morey)	City Hall
Mar 11-15		Spring Break	Districtwide
Mar 18	5:00 PM	Board Meeting	Boardroom
Mar 21	8:30 AM	Finance/Audit Committee (F/AC)	Boardroom
Mar 21	5:30 PM	Marion City Council (Wall)	City Hall
Mar 25	5:00 PM	Special Board Meeting	Boardroom
Mar 28	11:00 AM	Board Visit	Wilkins Elementary

902: Required Board Committees/Advisories

Committee/Advisory	Board Representatives
Finance/Audit Committee (F/AC)	Buchholz, Foss, Morey
Policy Committee	Buchholz, Walker, Wall
Career & Technical Education Advisory (CTE)	Foss, Lowe Lancaster
School Improvement Advisory Committee (SIAC)	Lowe Lancaster, Morey, Wall

903: Additional District Committees/Advisories

Committee/Advisory	Board Representatives
Diversity/Equity/Inclusion Committee (DEI)	Lowe Lancaster
Venture Academics Advisory (VAA)	Morey, Walker
LMHS School Counselors Advisory	Lowe Lancaster
MEDCO Community Promise Advisory	Wall
Linn County Conference Board	Buchholz
Legislative Liaisons	Morey, Walker

1000: ADJOOKINILINI MOHON 133 02 03	1000: <i>i</i>	ADJOU	IRNMENT -	- Motion 139-02-05
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MOTION by Morey to adjourn	the meeting at 6:16 PM.	Second by Wall.	Voice vote, all
ayes. Motion carried.			

Barry Buchholz, Board President
 Jon Galbraith, Board Secretary/Treasurer



INSPIRE LEARNING. UNLOCK POTENTIAL. EMPOWER ACHIEVEMENT.

BOARD CLOSED SESSION MINUTES FEBRUARY 15, 2024

100: CALL TO ORDER & DETERMINATION OF A QUORUM

A closed session of the Linn-Mar Board of Directors was called to order at 8:32 AM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Lowe Lancaster, Morey, Walker, and Wall. Also present: Amy Kortemeyer, Superintendent, and Miriam VanHeukelem Ahlers & Cooney, PC.

200: ADOPTION OF AGENDA - Motion 140-02-15

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

300: CLOSED SESSION

301: Move into Closed Session - Motion 141-02-15

MOTION by Morey to move into closed session at 8:33 AM as provided by Iowa Code Section 21.5(1)(c) of the open meetings law, "to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation". Second by Wall. Roll call vote, all ayes. Motion carried.

302: Return to Open Session - Motion 142-02-15

MOTION by Morey to return to open session at 9:27 AM. Second by Wall. Roll call vote, all ayes. Motion carried.

400: ADJOURNMENT - Motion 143-02-15

MOTION by Wall to adjourn the session at 9:27 AM. Second by Lowe Lancaster. Voice vote, all ayes. Motion carried.

Barry Buchholz, Board President
Jon Galbraith, Board Secretary/Treasurer



INSPIRE LEARNING. UNLOCK POTENTIAL. EMPOWER ACHIEVEMENT.

BOARD SPECIAL SESSION MINUTES FEBRUARY 19, 2023

100: CALL TO ORDER & DETERMINATION OF A QUORUM

A special session of the Linn-Mar Board of Directors was called to order at 5:00 PM in the boardroom of the Learning Resource Center (2999 N 10th St, Marion). Roll was taken to determine a quorum. Present: Buchholz, Foss, Lowe Lancaster, Morey, Walker, and Wall. Administration present: Kortemeyer, Galbraith, and Christian.

200: ADOPTION OF AGENDA – *Motion 144-02-19*

400· ΔD10URNMENT - Motion 146-02-19

MOTION by Morey to adopt the agenda with the discussion regarding Policy 401.10, but with the removal of the motion for first reading. Second by Walker. Voice vote, all ayes. Motion carried.

300: SPECIAL SESSION

301: Approval of Settlement Agreement - Motion 145-02-19

MOTION by Foss to approve the settlement agreement. Second by Walker. Roll call vote, all ayes. Motion carried.

302: Discussion of Policy 401.10 - Licensed Personnel Early Separation

President Buchholz facilitated a discussion regarding the potential of additional recommendations to *Policy 401.10 - Licensed Personnel Early Separation*. The additional recommendations were regarding Item A under Eligibility Requirements, specifically the removal of "non-administrative" and the addition of "all" prior to licensed personnel. This would allow all licensed personnel to qualify for early separation. Clarification was shared that early separation is *not* a benefit/bonus for employees but is a budgetary financial tool. Walker requested that additional certified employees in the district be reviewed to see if they would qualify, even though they are not administrators or teachers.

<u> 1001 /</u>	ADSCORINITEIN	I-IOLIOII I	TO OL ID				
MOTI	ON by Morey to	adjourn the s	ession at 5:14	PM. Second by	/ Foss. \	Voice vote	, all
aves. N	Motion carried.						

Barry Buchholz, Board President
Jon Galbraith, Board Secretary/Treasurer

IA- Warrants Paid Listing		<u>Criteria</u>	
Fiscal Year: 2023-2024	Date Range:	02/01/2024 - 02/21/20	024
Vendor Name	Description	Check Total	
Fund: AQUATIC CENTER			
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$87.90	
BLACK HAWK SWIMMING ASSOCIATION	DUES AND FEES	\$788.00	
DUBUQUE AREA SWIMMIN' HURRICANES	DUES AND FEES	\$2,433.00	
FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$4,903.24	
INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$163.60	
INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$699.53	
INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$163.60	
INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$699.53	
INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$503.24	
IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$503.24 \$549.77	
IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS		
		\$825.06	
MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$5.00	
MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$11.51	
METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$509.00	
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$201.26	
UNIVERSITY OF IA	DUES AND FEES	\$1,874.00	
Funds CENERAL	Fund Total	: \$14,417.24	
Fund: GENERAL	OTHER PROFESSIONAL CERVICES	#0.000.00	
ABILITY PHYSICAL THERAPY, P.C.	OTHER PROFESSIONAL SERVICES	\$3,833.33	
ACUTRANS	Professional Educational Services	\$81.00	
ADVANCE AUTO PARTS	TRANSP. PARTS	\$168.33	
ADVANTAGE RECORDS MANAGEMENT	GENERAL SUPPLIES	\$112.81	
AGVANTAGE FS	PROPANE	\$8,074.50	
AHLERS AND COONEY, P.C.	LEGAL SERVICES	\$917.50	
AIRGAS NORTH CENTRAL	GENERAL SUPPLIES	\$567.63	
AIRGAS NORTH CENTRAL	INSTRUCTIONAL SUPPLIES	\$269.56	
ALBURNETT COMMUNITY SCHOOLS	TUITION IN STATE	\$53,980.20	
ALLIANT ENERGY	ELECTRICITY	\$34,314.53	
AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$20,916.84	
AMERICAN ORFF-SCHULWERK ASSOC	INSTRUCTIONAL SUPPLIES	\$50.00	
ARNOLD BRIANNE	STAFF TRAVEL	\$12.00	
ARNOLD MOTOR SUPPLY	REPAIR PARTS	\$145.95	
ARNOLD MOTOR SUPPLY	TRANSP. PARTS	\$64.23	
BARNARD INSTRUMENT REPAIR, INC	INSTRUCTIONAL SUPPLIES	\$187.50	
BEKE CATHLEEN	STAFF TRAVEL	\$214.00	
BOOSTER CLUB	GENERAL SUPPLIES	\$82.72	
BOSTIAN CAREY	Professional Educational Services	\$500.00	
BOWMAN AMY	STAFF TRAVEL	\$406.73	
BRECKE	REPAIR/MAINT SERVICE	\$1,450.00	
BUONADONNA MARGARET	STAFF TRAVEL	\$140.00	
BURGESS GAYLA	STAFF TRAVEL	\$29.00	
C.J. COOPER & ASSOCIATES	PHYSICALS	\$270.00	
CAPITAL SANITARY	MAINTENANCE SUPPLIES	\$16,309.90	
CAROLINA BIOLOGICAL SUPPLY	INSTRUCTIONAL SUPPLIES	\$295.20	
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IA- Warrants Paid Listing Criteria

Date Range: 02/01/2024 - 02/21/2024 Fiscal Year: 2023-2024 Vendor Name Description Check Total **CDW - GOVERNMENT** COMP/TECH HARDWARE \$6,024.88 CEDAR RAPIDS COMM SCH DIST **TUITION OPEN ENROLL** \$2,576.81 CEDAR RAPIDS WATER DEPT WATER/SEWER \$1,328.72 CEDAR VALLEY WORLD TRAVEL TRANSP PRIVATE CONT \$3,922.00 CENTRAL CITY COMMUNITY SCHOOL **TUITION IN STATE** \$21,374.55 CENTRAL CITY COMMUNITY SCHOOL **TUITION OPEN ENROLL** \$1,691.15 CENTRAL PROGRAMS, INC LIBRARY BOOKS \$1,268.15 CENTRAL STATES BUS SALES INC TRANSP. PARTS \$1,274.84 **CENTURYLINK TELEPHONE** \$671.53 **CERWICK BRENDA** Professional Educational Services \$350.00 CHURCH KATHRYN STAFF TRAVEL \$8.00 CITY LAUNDERING COMPANY **GENERAL SUPPLIES** \$442.20 COLLECTION **EE LIAB-GARNISHMENTS** \$2,317.39 **COLLEGE COMMUNITY SCHOOLS TUITION IN STATE** \$24,483.07 **COLLEGE COMMUNITY SCHOOLS TUITION OPEN ENROLL** \$19,709.38 CR/LC SOLID WASTE AGENCY **GROUNDS UPKEEP** \$30.66 CRESCENT PARTS & EQUIPMENT CO., INC **ELECTRICAL SUPPLY** \$1,299.91 CROWBAR'S **GENERAL SUPPLIES** \$299.54 **CULLIGAN GENERAL SUPPLIES** \$394.92 **CULLIGAN INSTRUCTIONAL SUPPLIES** \$54.00 **CUMMINS SALES AND SERVICE VEHICLE REPAIR** \$149.80 DES MOINES PUBLIC SCHOOLS **TUITION IN STATE** \$6,103.62 DPT SERVICES, L.L.C HEAT/PLUMBING SUPPLY \$226.13 DRY CLEANING PLUS **GENERAL SUPPLIES** \$368.00 **DUBUQUE COMMUNITY SCHOOLS TUITION IN STATE** \$22,980.60 EDMENTUM, INC **INSTRUCTIONAL SUPPLIES** \$14,400.00 **EDVOTEK INSTRUCTIONAL SUPPLIES** \$652.68 EMPLOYEE RESOURCE SYSTEMS, INC OTHER PROFESSIONAL SERVICES \$1,935.81 **EMSLRC INSTRUCTIONAL SUPPLIES** \$93.50 TRANSP PRIVATE CONT F & B CAB CO., INC \$68.00 **FAREWAY STORES GENERAL SUPPLIES** \$39.98 **FAREWAY STORES INSTRUCTIONAL SUPPLIES** \$151.73 **FARMERS STATE BANK** EE LIAB-DIR DEP NET PAY \$3,915,140.02 STAFF WORKSHP/CONF FIERCE INC \$7,500.00 FOLLETT CONTENT SOLUTIONS, LLC LIBRARY BOOKS \$3,693.53 **FONTENOT JOSEPH** OFFICIAL/JUDGE \$130.00 **GALBRAITH JON** STAFF TRAVEL \$23.10 GASWAY CO, JP **GENERAL SUPPLIES** \$647.31 **GAZETTE COMMUNICATIONS INC ADVERTISING** \$503.94 **GRANT WOOD AEA** INSTRUCTIONAL SUPPLIES \$587.01 **GREENWOOD CLEANING SYSTEMS** MAINTENANCE SUPPLIES \$8,586.09 HALL JOHN Professional Educational Services \$810.00 HALVERSON GINGER STAFF TRAVEL \$108.45 HAND-IN-HAND PRESCHOOL PROF SERV: EDUCATION \$29,137.22 **GENERAL SUPPLIES** HARGERS ACCOUSTICS INC \$280.00

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IA- Warrants Paid Listing Criteria

Date Range: 02/01/2024 - 02/21/2024 Fiscal Year: 2023-2024 Vendor Name Description Check Total HAWKEYE FIRE & SAFETY COMPANY OTHER PROFESSIONAL SERVICES \$599.00 **HENNINGS KELLY** STAFF TRAVEL \$26.10 HICKS JESSIE STAFF TRAVEL \$8.40 **HOAK GRACE** OFFICIAL/JUDGE \$50.00 IMON COMMUNICATIONS LLC **TELEPHONE** \$1,144.76 **INTERNAL REVENUE SERVICE-9343** \$77,630.56 EE LIAB-MEDICARE INTERNAL REVENUE SERVICE-9343 EE LIAB-SO SEC \$331,937.84 INTERNAL REVENUE SERVICE-9343 **ER LIAB-MEDICARE** \$77,630.56 **INTERNAL REVENUE SERVICE-9343 ER LIAB-SOC SEC** \$331,937.84 INTERNAL REVENUE SERVICE-9343 FEDERAL INCOME TAX WITHHOLDING \$396,650.37 INTERSTATE BATTERIES OF UPPER IA TRANSP. PARTS \$847.70 INTERSTATE BILLING SERVICE **GENERAL SUPPLIES** \$410.08 IOWA COMMUNICATIONS NETWORK INTERNET \$11.08 \$43,726.85 IOWA DEPT OF HUMAN SERVICES MEDICAID REIMBURSE IOWA PUBLIC EMPL RETIR SYSTEM **EE LIAB-IPERS** \$352,082.31 IOWA PUBLIC EMPL RETIR SYSTEM **ER LIAB-IPERS** \$528,403.79 **IOWA SHARES EE LIAB-CHARITY** \$23.00 **IRONSIDE RANDY** OFFICIAL/JUDGE \$75.00 **ISFIS** OTHER PROFESSIONAL SERVICES \$777.00 **ISFIS** PROF SERV: EDUCATION \$150.00 **DUES AND FEES** JUNIOR ACHIEVEMENT \$30,232.38 KIM. MIERA Professional Educational Services \$500.00 KIRKWOOD COMM COLLEGE OTHER TECH SER \$1,590.00 PROF SERV: EDUCATION KIRKWOOD COMM COLLEGE \$391.00 STAFF TRAVEL KOENEN KARLA \$22.75 LAWSON PRODUCTS, INC MAINTENANCE SUPPLIES \$1,268.57 LAWSON PRODUCTS, INC TRANSP. PARTS \$153.28 LINDER TIRE SERVICE INC TIRES AND TUBES \$2,945.46 LINN CO-OP OIL DIESEL \$22,729.40 LINN CO-OP OIL **GASOLINE** \$2,267.20 LINN CO-OP OIL GREASE, OIL, LUBE, COOL \$210.00 LINN CO-OP OIL REPAIR PARTS \$100.50 LINN COUNTY REC **ELECTRICITY** \$44,853.77 LINN COUNTY SHERIFF **EE LIAB-GARNISHMENTS** \$268.19 LINN COUNTY TREASURER. OTHER PROFESSIONAL SERVICES \$35,761.89 LINN-MAR CASH ADVANCE Cash Advance (\$1,687.95)LINN-MAR FOUNDATION **EE LIAB-CHARITY** \$250.00 LISBON COMMUNITY SCHOOL DISTRICT **TUITION IN STATE** \$6,069.60 LUCK'S MUSIC LIBRARY **GENERAL SUPPLIES** \$230.36 LYNCH FORD TRANSP. PARTS \$15.96 DISTRICT LIFE INSURANCE MADISON NATIONAL LIFE INS. CO., INC \$5,710.75 MADISON NATIONAL LIFE INS. CO., INC **ER LIAB-DISTRICT DISABILITY** \$11,337.16 MADISON NATIONAL LIFE INS. CO., INC RETIREE INSURANCE (\$244.00)MARION CHAMBER OF COMMERCE **DUES AND FEES** \$500.00

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GENERAL SUPPLIES

\$52.58

MARION IRON CO.

IA- Warrants Paid Listing Criteria

Date Range: 02/01/2024 - 02/21/2024 Fiscal Year: 2023-2024 Vendor Name Description Check Total MARION WATER DEPT WATER/SEWER \$8,672.31 **MENARDS -13127 GENERAL SUPPLIES** \$459.16 **MENARDS -13127 INSTRUCTIONAL SUPPLIES** \$685.24 **MENARDS -13127** SHOP TOOLS/EQUIPMENT \$133.14 METRO INTERAGENCY INS PROG. EE LIAB-MEDICAL INSURANCE \$615,638.02 METRO INTERAGENCY INS PROG. **ER LIAB-DENTAL INS** (\$89.91)METRO INTERAGENCY INS PROG. ER LIAB-MEDICAL INSURANCE \$29,870.00 METRO INTERAGENCY INS PROG. RETIREE INSURANCE \$38,571.24 MHC Kenworth Cedar Rapids TRANSP. PARTS \$2,464.00 MID AMERICAN ENERGY NATURAL GAS \$246.55 MIDWAY OUTDOOR EQUIPMENT INC REPAIR PARTS \$142.43 MONTICELLO COMMUNITY SCHOOLS **TUITION OPEN ENROLL** \$3,885.40 MOUNT MERCY UNIVERSITY. **TUITION COLLEGE/UNIV** \$250.00 MTI DISTRIBUTING INC REPAIR PARTS \$45.08 NAPA AUTO PARTS SHOP TOOLS/EQUIPMENT \$81.66 NAPA AUTO PARTS TRANSP. PARTS \$38.97 NATL COUNCIL FOR AG ED PROF SERV: EDUCATION \$2,800.00 **NEIBA INSTRUCTIONAL SUPPLIES** \$32.50 NOTEWORTHY MUSIC SERVICES, INC PROF SERV: EDUCATION \$450.00 OFFICE EXPRESS **GENERAL SUPPLIES** \$84.15 **OFFICE SUPPLIES** OFFICE EXPRESS \$229.32 ORKIN PEST CONTROL OTHER PROFESSIONAL SERVICES \$605.00 PARTS TOWN, LLC **GENERAL SUPPLIES** \$680.72 PEPPER J.W. & SON, INC **INSTRUCTIONAL SUPPLIES** \$1,278.58 PFEIL ANGELA STAFF TRAVEL \$42.20 PFEIL REBEKAH STAFF TRAVEL \$8.60 PIRNAT MICHAELA STAFF TRAVEL \$28.55 PLUMB SUPPLY CO. HEAT/PLUMBING SUPPLY \$4,732.26 POOL TECH, A WGHK INC, COMPANY **GENERAL SUPPLIES** \$72.04 **QUILL CORPORATION GENERAL SUPPLIES** \$28.71 **QUILL CORPORATION INSTRUCTIONAL SUPPLIES** \$679.01 **QUILLIN SARA** TRANSP PRIVATE CONT \$573.40 RECREONICS, INC **GENERAL SUPPLIES** \$1,930.00 RIVERSIDE TECHNOLOGIES, INC TECH REPAIRS/MAINTENANCE \$2,242.00 ROCHESTER ARMORED CAR CO INC **GENERAL SUPPLIES** \$423.28 **ROUNDS TRACY** STAFF TRAVEL \$42.90 SMITH OLIVIA STAFF TRAVEL \$6.90 SPRINGVILLE COMMUNITY SCHOOLS **TUITION IN STATE** \$17,423.10 STANDARD BEARINGS **GENERAL SUPPLIES** \$41.96 STATE HYGIENIC LABORATORY **GENERAL SUPPLIES** \$14.50 SUN LIFE FINANCIAL EBG EE LIAB-VOL/SUN LIFE INS \$4,032.00 SWANK MOVIE LICENSING USA **GENERAL SUPPLIES** \$605.00 SYNOVIA SOLUTIONS, LLC **DUES AND FEES** \$323.35 **TEGELER WRECKER & CRANE** REPAIR/MAINT SERVICE \$981.00 OTHER PROFESSIONAL SERVICES THE SHREDDER \$317.00

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IA- V	Varrants Paid Listing		<u>Criteria</u> 02/01/2024 - 02/21/202
Fiscal	Year: 2023-2024	Date Kange.	02/01/2024 - 02/21/202
	Vendor Name	Description	Check Total
	THOMPSON TRUCK & TRAILER	TRANSP. PARTS	\$97.17
	TO THE RESCUE	PROF SERV: EDUCATION	\$500.00
	TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$173,925.52
	U.S. CELLULAR	TELEPHONE	\$202.45
	UNITED WAY OF EAST CENTRAL IOWA	EE LIAB-CHARITY	\$120.00
	VAN METER CO	ELECTRICAL SUPPLY	\$967.46
	VENKATA AMBARAPU	MISC REVENUE	\$6.00
	VERIZON WIRELESS	INTERNET	\$3,725.36
	VINTON-SHELLSBURG COMM SCHOOL	TUITION OPEN ENROLL	\$3,885.40
	VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$80,617.27
	WALSH DOOR & HARDWARE	GENERAL SUPPLIES	\$820.62
	WEST MUSIC CO	EQUIPMENT >\$5,000	\$6,100.95
	WEST MUSIC CO	Foundation Instrument Replace INSTRUCTIONAL SUPPLY	\$26,000.00
	WEST MUSIC CO	INSTRUCTIONAL SUPPLIES	\$318.17
	WINDSTAR LINES	STAFF TRAVEL	\$3,230.00
	WINDSTAR LINES	TRANSP PRIVATE CONT	\$3,038.50
-	LOCAL ORT CALECTAY	Fund Total	: \$7,602,238.96
-una:	LOCAL OPT SALES TAX	CONCEDICTION CEDV	\$20,400,00
	H2I GROUP	CONSTRUCTION SERV	\$20,100.00
	OPN ARCHITECTS, INC.	ARCHITECT	\$115,922.22
Fund:	NUTRITION SERVICES	Fund Total	: \$136,022.22
	AMERICAN FIDELITY ASSURANCE COMPANY	EE LIAB-AMERICAN FIDELITY INS	\$664.72
	ANDERSON ERICKSON DAIRY CO	PURCHASE FOOD	\$17,529.80
	BALEGAR PADMASHRI	GENERAL SUPPLIES	\$45.00
	EMS DETERGENT SERVICES	GENERAL SUPPLIES	\$2,128.00
	FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$116,876.19
	INTERNAL REVENUE SERVICE-9343	EE LIAB-MEDICARE	\$2,183.46
	INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$9,336.04
	INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$2,183.46
	INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$9,336.04
	INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$5,041.76
	IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$8,098.74
	IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$12,154.57
	LYNCH FORD	VEHICLE REPAIR	\$1,542.54
	MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$182.50
	MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$191.45
	MARTIN BROTHERS DISTRIBUTING CO., INC	PURCHASE FOOD	\$49,314.71
	METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$21,679.95
	OFFICE EXPRESS	GENERAL SUPPLIES	\$115.01
	PAN-O-GOLD BAKING CO.	PURCHASE FOOD	\$4,733.26
	PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$5,810.92
	PERFORMANCE FOODSERVICE - CEDAR RAPIDS	PURCHASE FOOD	\$43,445.56

IA- V	Varrants Paid Listing	Date Ran	<u>Criteria</u> ge: 02/01/2024 - 02/21/2	/202
Fiscal	Year: 2023-2024	Date Kan	ge. 02/01/2024 - 02/21/2	/2024
	Vendor Name	Description	Check Total	
	SCHOOL NUTRITION ASSOCIATION	DUES AND FEES	\$56.00	
	TEGELER WRECKER & CRANE	VEHICLE REPAIR	\$327.00	
	TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$2,357.36	
	VOYA RETIREMENT INSURANCE	EE LIAB-403 (B)	\$220.00	
	DUN DI ANT 8 FO LEVA	Fun	d Total: \$315,554.04	
	PHY PLANT & EQ LEVY	VELUCI E DEDAID : #2500	¢44.774.00	
	CUMMINS SALES AND SERVICE	VEHICLE REPAIR > \$2500	\$11,771.36	
	DE LAGE LANDEN PUBLIC FINANCE	COMPUTER/COPIER RENT	\$529.70	
	FOR SURE ROOFING LLC	CONSTRUCTION SERV	\$30,141.12	
	MIDWEST ALARM SERVICES	CONSTRUCTION SERV	\$1,600.00	
	RATHJE CONST	CONSTRUCTION SERV	\$30,983.23	
	TIME CLOCK PLUS	COMPUTER SOFTWARE	\$19,096.57	
Eund:	PUB ED & REC LEVY	Fun	d Total: \$94,121.98	
	FARMERS STATE BANK	EE LIAB-DIR DEP NET PAY	\$2,100.06	
		EE LIAB-MEDICARE		
	INTERNAL REVENUE SERVICE-9343		\$39.62	
	INTERNAL REVENUE SERVICE-9343	EE LIAB-SO SEC	\$169.36	
	INTERNAL REVENUE SERVICE-9343	ER LIAB-MEDICARE	\$39.62	
	INTERNAL REVENUE SERVICE-9343	ER LIAB-SOC SEC	\$169.36	
	INTERNAL REVENUE SERVICE-9343	FEDERAL INCOME TAX WITHHOLDING	\$140.74	
	IOWA PUBLIC EMPL RETIR SYSTEM	EE LIAB-IPERS	\$180.95	
	IOWA PUBLIC EMPL RETIR SYSTEM	ER LIAB-IPERS	\$271.56	
	MADISON NATIONAL LIFE INS. CO., INC	DISTRICT LIFE INSURANCE	\$2.50	
	MADISON NATIONAL LIFE INS. CO., INC	ER LIAB-DISTRICT DISABILITY	\$6.04	
	METRO INTERAGENCY INS PROG.	EE LIAB-MEDICAL INSURANCE	\$343.50	
	TENNIS SERVICES OF IOWA	GROUNDS UPKEEP	\$840.05	
	TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$100.89	
Eundi	SALES TAX REVENUE BOND CAP PROJECT	Fun	d Total: \$4,404.25	
	OPN ARCHITECTS, INC.	ARCHITECT	\$122,534.61	
		Fun	d Total: \$122,534.61	
	STUDENT ACTIVITY	OFNEDAL CURRUES	#	
	ALLEGRA	GENERAL SUPPLIES	\$983.58	
	AMBROSY TODD	OFFICIAL/JUDGE	\$70.00	
	ANDREW MARK	OFFICIAL/JUDGE	\$140.00	
	ATLANTIC COCA-COLA	GENERAL SUPPLIES	\$379.37	
	B & H PHOTO	EQUIPMENT >\$5,000	\$10,207.56	
	BOERJAN BENJAMIN	OFFICIAL/JUDGE	\$100.00	
	BONWELL MIKE	OFFICIAL/JUDGE	\$60.00	
	BOOZELL CODY	OFFICIAL/JUDGE	\$100.00	
	BOZEMAN JAMES	OFFICIAL/JUDGE	\$60.00	
	BSN SPORTS	GENERAL SUPPLIES	\$538.12	
	BUCHEIT, SEAN	OFFICIAL/JUDGE	\$100.00	
	200.12.1, 02.11		*	

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Criteria IA- Warrants Paid Listing

Date Range: 02/01/2024 - 02/21/2024 Fiscal Year: 2023-2024 Vendor Name Description Check Total CONDON MICHAEL J OFFICIAL/JUDGE \$150.00 CONNOLLY, WILLIAM OFFICIAL/JUDGE \$245.00 COTTON GALLERY LTD. **GENERAL SUPPLIES** \$110.00 **CRAWFORD GREG** OFFICIAL/JUDGE \$100.00 **DUGGAN KYLE** OFFICIAL/JUDGE \$250.00 **DUMOLIEN JORDAN** OFFICIAL/JUDGE \$60.00 **ENSMINGER PATRICK** OFFICIAL/JUDGE \$100.00 FARMERS STATE BANK EE LIAB-DIR DEP NET PAY \$5,728.91 FEDERER MICHAEL OFFICIAL/JUDGE \$60.00 **FELBER MARK** OFFICIAL/JUDGE \$65.00 FLOOD KEVIN OFFICIAL/JUDGE \$60.00 **FRESE JEFF** OFFICIAL/JUDGE \$113.80 FRIDAY MATT OFFICIAL/JUDGE \$125.00 **GABOR MAREN** OFFICIAL/JUDGE \$65.00 **GREENE TROY** OFFICIAL/JUDGE \$113.34 **GUY WILLIE LEE** OFFICIAL/JUDGE \$65.00 HALL ERIK OFFICIAL/JUDGE \$1,331.59 HUK RUBBER STAMP CO. **GENERAL SUPPLIES** \$1,741.23 INTERNAL REVENUE SERVICE-9343 EE LIAB-MEDICARE \$100.30 **INTERNAL REVENUE SERVICE-9343** EE LIAB-SO SEC \$428.88 **INTERNAL REVENUE SERVICE-9343 ER LIAB-MEDICARE** \$100.30 **INTERNAL REVENUE SERVICE-9343 ER LIAB-SOC SEC** \$428.88 **INTERNAL REVENUE SERVICE-9343** FEDERAL INCOME TAX WITHHOLDING \$161.00 IOWA GIRLS COACHES ASSOCIATION **DUES AND FEES** \$525.00 IOWA HIGH SCHOOL SPEECH ASSOC **DUES AND FEES** \$250.00 IOWA PUBLIC EMPL RETIR SYSTEM **EE LIAB-IPERS** \$420.16 IOWA PUBLIC EMPL RETIR SYSTEM **ER LIAB-IPERS** \$630.58 IRONSIDE APPAREL & PROMOTIONS, INC **GENERAL SUPPLIES** \$697.00 JESS BRIAN OFFICIAL/JUDGE \$148.40 JONES ANTOINE OFFICIAL/JUDGE \$70.00 KABELA MICHAEL OFFICIAL/JUDGE \$65.00 KENNEDY BASKETBALL PSG OFFICIAL/JUDGE \$200.00 KREITZER GERRALD OFFICIAL/JUDGE \$500.00 KRULIK JACLYN OFFICIAL/JUDGE \$500.00 LANGUAGE TESTING INTERNATIONAL, INC **GENERAL SUPPLIES** \$420.00 LEVEL 10 **GENERAL SUPPLIES** \$1,168.50 LUENSE BRET OFFICIAL/JUDGE \$70.00 LYNOTT GABE OFFICIAL/JUDGE \$125.00 M-F ATHLETIC CO. **GENERAL SUPPLIES** \$1,934.00 **MATHIAS JOHN** OFFICIAL/JUDGE \$100.00 MCDOWELL STEVE \$100.00 OFFICIAL/JUDGE MH ADVERTISING SPECIALTIES **GENERAL SUPPLIES** \$1,110.00 MILLER LESTER OFFICIAL/JUDGE \$860.00 MILLER MATT OFFICIAL/JUDGE \$60.00 MOE TONYA STAFF TRAVEL \$242.00

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Linn-Mar Community School District

IA- Warrants Paid Listing Criteria

Fiscal Year: 2023-2024

Date Range: 02/01/2024 - 02/21/2024

Vendor Name	Description	Check Total
MONTICELLO SPORTS	GENERAL SUPPLIES	\$3,100.00
MORRISON DALE	OFFICIAL/JUDGE	\$60.00
MZUZA LAVIE	OFFICIAL/JUDGE	\$50.00
OBERBROECKLING CHRIS	OFFICIAL/JUDGE	\$120.00
PALU TABULATIONS	GENERAL SUPPLIES	\$500.00
PANTINI ANDY	OFFICIAL/JUDGE	\$100.00
PATIK KIM	OFFICIAL/JUDGE	\$69.66
PEIFFER RON	OFFICIAL/JUDGE	\$65.00
PERFORMANCE FOODSERVICE - CEDAR RAPIDS	GENERAL SUPPLIES	\$339.04
PETERSEN ANDY	OFFICIAL/JUDGE	\$100.00
RECKER CHAD	OFFICIAL/JUDGE	\$70.00
ROSE BOWL	DUES AND FEES	\$100.00
SCHAEFER MATT	OFFICIAL/JUDGE	\$116.10
SCHULTZ STRINGS INC	GENERAL SUPPLIES	\$265.20
SHUBERT TERRENCE	OFFICIAL/JUDGE	\$70.00
SHULL MATT	OFFICIAL/JUDGE	\$100.00
SIEREN RANDY	OFFICIAL/JUDGE	\$100.00
SLOUHA KURT	OFFICIAL/JUDGE	\$83.80
TOM McQUILLEN	OFFICIAL/JUDGE	\$126.68
TREASURER ST OF IA	STATE INCOME TAX WITHHOLDING	\$80.83
TREETOP PRODUCTS, LLC	GENERAL SUPPLIES	\$4,868.65
VERSTEEGH RON	OFFICIAL/JUDGE	\$65.00
WALDERBACH KURT	OFFICIAL/JUDGE	\$146.00
WANGLER JONATHAN	OFFICIAL/JUDGE	\$65.00
WARTH MARK	OFFICIAL/JUDGE	\$144.62
WAYWARD SOCIAL	DUES AND FEES	\$100.00
WIELAND CHET	OFFICIAL/JUDGE	\$100.00
WINDSTAR LINES	STAFF TRAVEL	\$3,155.88

Fund Total: \$50,073.96

Grand Total: \$8,339,367.26

End of Report

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Ahlers & Cooney, P.C. Attorneys at Law

100 Court Avenue, Suite 600 Des Moines, Iowa 50309-2231 Phone: 515-243-7611 Fax: 515-243-2149

www.ahlerslaw.com Elizabeth A. Grob 515.246.0305 bgrob@ahlerslaw.com

February 13, 2024

VIA E-MAIL

Amy Kortemeyer / Jon Galbraith Linn-Mar Community School District 2999 North 10th Street Marion, IA 51250

Re: Linn-Mar Community School District

Approximately \$18,000,000 School Infrastructure Sales, Services and Use Tax Revenue

Bonds, Series 2024 (the "Bonds")

Dear Amy and Jon:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the Linn-Mar Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues and are being issued to construct, build, furnish, and equip a performance arts center. We understand you have hired Piper Sandler & Co. as Placement Agent to assist the District with this transaction and have not hired a municipal adviser. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein.

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (5) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The duties covered by a fee for Bonds issued under this engagement are limited to those expressly set forth above. Our fee for a Bond issue *does not* include the following services, or any other matter not required to render our Bond Opinion:

- (a) Assist in the preparation or review of the Offering Documents with respect to the Bonds, or perform an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) We have not been engaged as, and should not be viewed as, disclosure counsel.
- (c) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (d) Drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation, such as contested validation proceedings.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(k) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Acting as an underwriter, or otherwise marketing the Bonds.
- (i) Acting in a municipal advisory role.

- (j) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for the Bonds for which we give a Bond Opinion is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will not exceed \$21,000. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order

to provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$395. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$140. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.

February	13,	2024
Page 5		

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

Elízabeth A. Grob

Elizabeth A. Grob

02305242\18139-059

Amended items noted in red, to correct errors in originally approved agreement.

CUSTOMER SERVICES AGREEMENT

Exhibit 706.2

(U.S. Based Employees Only)

This **CUSTOMER SERVICES AGREEMENT** (the "Agreement"), originally entered into as of September 1, 2023, *and amended as of February 27, 2024*, is entered into by and between Employee Resource Systems, Inc., with its principal place of business located at 53 W Jackson, Suite 715, Chicago, IL 60604 doing business as Employee Resource Systems, Inc. or AllOne Health ("Company") and Linn-Mar Community School District with its principal place of business located at 2999 10th Street, Marion, IA 52302 ("Customer"), collectively referred to herein as "Parties" and each as "Party."

PREAMBLE

WHEREAS, Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

NOW, THEREFORE, in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I. COMPANY RESPONSIBILITIES

- **1.1** <u>Description of Services.</u> The Company shall provide services to Customer pursuant to the attached Statement of Work/Fee Schedule (<u>Exhibit A</u>), which is incorporated herein by reference, (sometimes collectively referred to as "Services").
- 1.2 <u>The Company's Intellectual Property.</u> The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

ARTICLE II. CONFIDENTIALITY

- 2.1 Confidential Information. "Confidential Information" means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as "confidential." Confidential Information also includes: (i) a Disclosing Party's technical information, confidential data and trade secrets; (ii) a Disclosing Party's nonpublic Intellectual Property ("IP") (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates' employees or independent contractors to the non-disclosing party in connection with the activities contemplated by this Agreement that is designated "Confidential" or "Proprietary" or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the Disclosing Party's business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or to its or its affiliates' employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer's employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer's notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms).
- **2.2** Receiving Party. A Party that acquires knowledge of the other Party's (a "Disclosing Party") Confidential Information is considered the "Receiving Party." The Receiving Party shall keep Confidential

information in

Member Customer Services Agreement Page 2 of 9

confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

- 2.3 Applicability of Confidentiality. Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known; (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in Section 2.3(v), the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.
- **2.4** Retention. The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.
- **2.5** Information Security Program. The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.
- **Security Breach.** If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

ARTICLE III. TERM, PAYMENT AND TERMINATION

- **3.1** <u>Term.</u> The Agreement commences on the effective date set forth on <u>Exhibit A</u> ("Effective Date") and ends at 5:00 p.m. Eastern Standard Time on August 31, 2024, or until terminated sooner pursuant to <u>Section 3.3</u> of the Agreement (the "Term"). The Agreement automatically renews for one (1) year terms unless written notice is provided at least 120 days prior to the expiration date or any extension or renewal thereof.
- 3.2 Payment. In consideration for the Company rendering the Services, Customer agrees to pay the Company such amounts as set forth in Exhibit A ("Service Fees"). These fees will be fixed for the Initial 12-month term, unless the Customer has an employee enrollment change of ten percent (10%) or more, whereby the Company has the right to review and revise pricing accordingly. The Customer shall report employee enrollment changes of ten percent (10%) or more in writing with payment remittance. The Company has a right to review and revise pricing accordingly on past and future invoices related to the ten percent (10%) change. Any other adjustments to fees will go into effect each successive term on or after the anniversary date at the Company's sole discretion, but not to exceed the Consumer Price Index (CPI) or rate of inflation at that time, unless otherwise mutually agreed upon. The

Member Customer Services Agreement Page 3 of 9

Company will send Customer a monthly invoice for services rendered to Customer. Customer shall make payment upon receipt of the invoice. If the invoice is not paid within fifteen (15) days following the invoice date, the invoice amount accrues interest at a rate of 1.25% per month. However, Customer's total interest liability will not exceed the limits imposed by law. If the Company charges Customer for interest more than the limits imposed by law, the Company will credit Customer the excess interest on the Company's next invoice. If the excess interest is greater than the amount of the Company's next invoice, the Company will refund Customer the amount of excess interest owed above the next invoice amount.

- **Termination.** Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.
- **3.4** <u>Effect of Termination.</u> The Company is entitled to full compensation for work performed prior to termination.
- **3.5** <u>Indebtedness.</u> If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.
- **Bankruptcy.** Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statue, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

ARTICLE IV. INDEMNIFICATION

4.1 <u>Mutual Indemnification.</u> To the fullest extent permitted by law, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (1) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor.

ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Marranty. The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

Member Customer Services Agreement Page 4 of 9

- **5.2** <u>Disclaimer.</u> TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.
- **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY

- **Responsibility and Liability for Third Parties.** It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.
- **Limitations of Responsibility.** The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.
- **Customer Obligations.** The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS

- **Communications.** Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.
- **7.2** Irreparable Harm to the Company. It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

ARTICLE VIII. GENERAL PROVISIONS

8.1 Notice. All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or

Member Customer Services Agreement Page 5 of 9

certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

Employee Resource Systems, Inc. Attn: Legal Department 100 North Pennsylvania Avenue Wilkes-Barre PA 18701-3503

Linn-Mar Community School District Attn: Board President *Human Resources* 2999 10th Street Marion, IA 52302

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

- **8.2** Governing Law. The Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Luzerne County, Pennsylvania, and Wilkes-Barre Division of the United States District Court for the Middle District of Pennsylvania and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.
- **8.3** Entire Agreement. The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and Exhibit A are incorporated into the Agreement by reference.
- **8.4** Modifications and Amendments. No modification, alteration, change or waiver of any provision of the Agreement shall be valid unless it is in writing and signed by the Party against whom it is sought to be enforced. No waiver at any time of any provision of the Agreement shall be deemed a waiver of any other provision of the Agreement at that time or a waiver of that or any other provision at any other time.
- 8.5 Statement of Work/Fee Schedule Amendments. Notwithstanding Section 8.4, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon, signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.
- **Assignment and Third-Party Beneficiaries.** Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may assign the Agreement to its parent, a subsidiary, or an affiliated company without the expressed written consent of the other Party. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party's business without the expressed written consent of the other Party. Other than in connection with indemnification under **Section 4.1**, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.
- **8.7** Captions and Headings; Interpretation. Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or

Member Customer Services Agreement Page 6 of 9

schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word "including" (and words of similar import) means "including without limitation," (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person's successor and assigns to the extent not prohibited by this Agreement, (g) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if," (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to "\$" shall mean United States dollars, (j) the word "or" is not exclusive, (k) the words "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (I) the word "any" means "any and all," (m) the words "writing," "written," and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

- **8.8 Waiver and Severability.** The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.
- **8.9** Attorney's Fees, Costs and Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.
- **8.10** Counterparts and Facsimile Signatures or PDF Signatures. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting Party's facsimile signature or portable document format ("PDF") signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.
- **8.11** Independent Contractor Status. For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.
- **8.12** Solicitation of Employees. Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

Member Customer Services Agreement Page 7 of 9

- **8.13** Survival. The provisions of Articles II, III, IV, V, VI, VII and VIII shall survive the expiration or sooner termination of the term of the Agreement.
- **8.14 Force Majeure.** Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.
- **8.15** Advertising and Public Announcement. Customer agrees that the Company may: (1) use Customer's name in any form of publicity; (2) release to the public any information relating to the Services to be performed hereunder; and (3) otherwise disclose or advertise that the Customer has entered into the Agreement.
- **8.16** <u>Subcontracting.</u> Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.
- **ERISA Disclaimer.** The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA"). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

8.18 Privacy.

- (a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.
- (b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent

Member Customer Services Agreement Page 8 of 9

"controllers", "businesses", or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company's subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member's own privacy practices and disclosures. The Company's Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company's Affiliate Network by contacting the Company.

- (c) With regard to protected health information ("PHI") and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company's group of companies, and between any sub-contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to-know' basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the written consent of data subject, in connection with Company's business operations, as permitted by law.
- (d) The Customer shall not share Customer PHI or Personal Information with the Company. "Personal Information" shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.
- **8.19** Anti-Corruption Compliance. Reserved.
- **8.20** Trade Sanctions and Export Control. Reserved.
- **8.21** Record Storage and Delivery. Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company.

[Remainder of page intentionally left blank]

Member	Customer Services	Agreement
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	SIGNATURE PAGE
IN WITNESS WHEREOF, the Parties have exe	cuted and delivered the Agreement as of the date first above written.
	EMPLOYEE RESOURCE SYSTEMS, INC
Date	Keith Wasley President and Chief Executive Officer
 Date	Signature of Authorized Customer Representative
	Barry Buchholz
	Printed Name of Authorized Customer Representative
	School Board President

Title of Authorized Customer Representative



Effective Date: September 1, 2023

All-Inclusive EAP

Includes all employees and their household family members.

•	Intake - 24/7/365 Live Immediate Assistance	Included
•	In-The-Moment Mental Health Telephonic Support	Included
•	Mental Health Counseling: In-Person, Telephonic, Video, or chat sessions	Included
•	Network - Includes our approved network of over 20,000 counselors nationally	Included
•	Member Portal and Mobile App	Included
•	Dedicated Account Manager	Included
•	Program Implementation	Included
•	Digital Promotional Materials, Orientation Videos, Landing Page, Monthly Newsletter, and Live Webinars	Included
•	Virtual Leader and Employee Orientation	Included
•	Work-Life Resources and Referrals	Included
•	Legal & Financial Resources and Referrals	Included
•	Life Coaching	Included

Rate Summary

Mental Health Sessions Per Issue Per Year	PEPM
5	\$1.53 1.57

1233 employees included in this plan

AllOne Health provides a variety of services over and above package inclusions, available on a fee-for-service basis:

Per Hour

Schedule an onsite or virtual training seminar:

\$200

• Choose a seminar from our extensive training catalog covering over 120 diverse topics to meet organizational needs.

Critical Incident Support:

\$250

Our on-site interventions are designed to provide solutionfocused, compassionate support to your employees if they are involved in, witness to, or otherwise affected by a stressful or traumatic event in the workplace.

DOT qualified substance abuse professional services:

\$750-\$900

Included

Included

*Hourly rate may not include travel.

9 Hours of Training

4 Hours of CISD



EAP Benefits



Included For Employees & Household Family Members

Mental Health Counseling

Helps manage stress, anxiety, and depression, resolve conflict, improve relationships, overcome substance abuse, and address any personal issues.

Life Coaching

Reach personal and professional goals, manage life transitions, overcome obstacles, strengthen relationships, and build balance.

Financial Consultation

Build financial wellness related to budgeting, buying a home, paying off debt, managing taxes, preventing identity theft, and saving for retirement or tuition.

Legal Consultation

Get consultation on personal legal matters including estate planning, wills, real estate, bankruptcy, divorce, custody, and more. Includes one, 30-minute consultation with a qualified attorney and a 25% discount for continued services.

Work-Life Resources and Referrals

Obtain information and referrals when seeking childcare, adoption, special needs support, eldercare, housing, transportation, education, and pet care.

Personal Assistant

Save time with referrals for travel and entertainment, seeking professional services, cleaning services, home food delivery, and managing everyday tasks.

Medical Advocacy

Get help navigating insurance, obtaining doctor referrals, securing medical equipment or transportation, and planning for transitional care and discharge.

Member Portal and Mobile App

These digital tools enable you to access your benefits 24/7/365 with online requests and live chat options. They also provide easy access to thousands of articles, webinars, podcasts, marketplace discounts, soft skills training, and tools covering total well-being.

Included For Managers

Dedicated Account Manager

Meets with you to assist in program planning, implementation, ongoing program management, utilization review, and strategic planning. These meetings enable us to create an active partnership with your organization and ensure that we achieve the mutual goals and objectives of the program.

Program Implementation

Your dedicated account manager works with you to launch your EAP. Meetings with management and designated employee groups help us create a program that runs parallel to the philosophy, culture, and current operating environment of your business. This can include the development of policies involving the EAP, formal referral policy and forms, drug and alcohol policies, critical incident response, and workplace violence protocol.

Orientation and Training

AllOne Health offers virtual orientation sessions for all employees, as well as supervisor training on the EAP and how to identify troubled employees. Also included is a library of promotional flyers and orientation videos.

Program Promotion

AllOne Health provides diverse program implementation and promotional materials with best practices in employee benefits communication to achieve maximum utilization.

Get on-demand access to resources and tools for managers and supervisors to promote employee engagement, manage performance, and assist in referrals for employees' personal issues. *Check out the ERS promotional toolkit to assist you.* Click Here

Utilization Reporting

We provide comprehensive reports to measure the effectiveness of your Assistance Program. All data is compiled in aggregate form to help ensure the confidentiality of your employees and their family members. Your account manager will regularly review this report with you. Reviews provide management with a qualitative interpretation of the data, review of service delivery, analysis of activity, and summary of customer satisfaction, to ensure that your EAP is on track to meeting your goals and objectives.



Remit Email: katherine.downs@powerschool.com Quote Date: 5-FEB-2024 Quote #: Q-893045-5

Sales Quote - This is Not An Invoice

Prepared By: Gopal Agarwal

Customer Name: Linn Mar Community School District

Contract Term: 16 Months Start Date: 29-FEB-2024 End Date: 30-JUN-2025

Billing Frequency: Annually

Customer Contact: Jeri Ramos

Title: Executive Director Technology

Services

Address: 2999 North 10th Street

City: Marion State/Province: Iowa Zip Code: 52302

Phone #: 3194473066

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 29-FEB-2024 - 30-JUN-2025				
License and Subscription Fees				
SchoolMessenger Communicate		7,500.00	Students	USD 13,500.00

License and Subscription Totals: USD 13,500.00

Quote Total		
	Initial Term	29-FEB-2024 - 30-JUN-2025
	Amount To Be Invoiced	USD 13,500.00

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

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

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA Feb2022/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

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

POWERSCHOOL GROUP LLC	Linn Mar Community School District
Signature:	Signature:
En Sante	
Printed Name: Eric Shander	Printed Name: Barry Buchholz
Title: Chief Financial Officer	Job Title: Board President
Date: 31-JAN-2024	Date:
PO Number:	



4035 S. Riverpoint Parkway Phoenix, AZ 85040

Date: February 27, 2024

Re: Notice of Assignment of Affiliation Agreement with The University of Phoenix, Inc., including, without limitation, any amendments or renewals thereunder (the "Agreement").

Dear Sir or Madam:

As you might have heard, the University of Phoenix is in the process of being acquired by a new nonprofit corporation, Four Three Education, Inc. ("Four Three"), and such process will result in Four Three acquiring substantially all the assets of the University of Phoenix (the "Transaction"). The sole member of Four Three is the Regents of the University of Idaho, and University of Phoenix will be affiliated with University of Idaho through the sole member relationship. For University of Phoenix, this Transaction marks a pivotal moment in the institution's transformation and will empower the new University of Phoenix to further strengthen academic offerings, increase investments in student support services, and improve operational efficiencies.

As an important educational partner to the University of Phoenix, we are reaching out to you in an effort to make this transition as smooth as possible. In connection with the Transaction described above, the Agreement will be assigned from the University of Phoenix to Four Three, conditioned upon the closing of the Transaction (this "Assignment"). Pursuant to this Assignment, (a) University of Phoenix will assign, convey, sell, deliver and transfer to Four Three all of the rights, title, benefits, privileges and interest of University of Phoenix in and to the Agreement, effective as of the closing of the Transaction ("Effective Date"), and (b) Four Three will assume and agree to all obligations, duties and liabilities arising under the Agreement, as of the Effective Date of this Assignment.

Pursuant to the terms of the Agreement, the Assignment may be deemed an assignment or other transfer of the Agreement requiring consent to such assignment and transfer. Accordingly, we respectfully request that you hereby:

- (a) agree and consent to the assignment of the Agreement to Four Three in connection with the closing of the Transaction; and
- (b) waive any breach, default, right or obligation under the Agreement that may be triggered by the Transaction (including, without limitation, all notice or other procedural requirements set forth in the Agreement with respect to the Transaction).

This letter shall in no event be deemed an admission that your consent is required under the Agreement. Please sign below to indicate your acceptance of and agreement to the foregoing and return an executed copy as soon as possible.

After the Transaction closes, Four Three will continue to perform under the Agreement upon the same terms and conditions as currently provided in the Agreement. The Agreement will continue in full

force and effect after the closing of the Transaction. Should the Transaction not close, then this letter, including this Assignment, will be void and of no force and effect.

If you have any questions, please do not hesitate to contact me at Amber.Guins@phoenix.edu. We appreciate your assistance and thank you in advance for your prompt attention to this request.

Sincerely,

THE UNIVERSITY OF PHOENIX, INC.

By: Yamula M. Tollege of Education

ACCEPTED AND AGREED:

Lınn-M	ar	Comn	ıunıt	y	Schoo I	D1:	stri
By:							-
Name:	Ва	arry	Buch	ho	olz		-
Title:	So	chool	Board	1 1	Presider	nt	_
Date:							_

AGREEMENT FOR COOPERATION IN A STUDENT TEACHING PROGRAM

This agreement entered into by and between **Coe College**, Cedar Rapids, Iowa, and **Linn Mar Community School District** (hereinafter "the District") defines the mutual consideration of the parties for the Coe College program of student teaching for the 2024-2025 school year.

1.0 Scope of Agreement

1.1 This agreement shall set forth the procedures for placement of student teachers, any termination or change of assignment, supervision, the status and authority of student teachers, and the compensation to cooperating school systems.

2.0 Placement of Student Teachers

- 2.1 The placement of student teachers shall be accomplished on a cooperative basis involving both Coe College and the District.
- Placement shall be initiated by the Placement Coordinator, Department of Education, through application from each student teacher, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 Coe College reserves the right to decline the services of any given cooperating teacher.
- 2.4 The District reserves the right to refuse placement of any given student teacher.

3.0 Termination or Change of Assignment

3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student teacher. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 Supervision of Student Teaching

- 4.1 An employee from Coe College will serve as a supervisor of the student teacher, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student teacher shall be subject to the rules and regulations of the cooperating school system and to those established by the Department of Education, as well as the Code of Ethics of the profession.

5.0 Status and Authority of Student Teachers

- 5.1 Student teachers shall have status and authority in accordance with Section 272.27, Code of Iowa.
- 5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 613A.8, <u>Code of Iowa</u>, as is afforded by said section to officers and employees of the school district, during the time they are so assigned.

6.0 Standard Student Teaching Assignment and Compensation to the District

- 6.1 The <u>standard</u> student teaching assignment shall be consecutivefull days, excepting the District's Fall/Spring breaks. Students may be assigned for eight through fourteen weeks upon mutual agreement of Coe College and the District. In the event that a student teacher must be scheduled for half days, the standard assignment shall be fourteen weeks of consecutive days.
- 6.2 Coe College agrees to compensate the Cooperating Teacher the amount of one-hundred-twenty-five dollars (\$125.00) for the <u>standard</u> student teaching assignment. The college/university shall compensate the Cooperating Teacher in the amount of twelve dollars (\$12.00) per week for each week of full day assignments thereafter and six dollars (\$6.00) for each additional week of half-day assignments. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.3 In the case of part-time assignments, or if it is necessary for a student teaching assignment to be terminated before completion, the Cooperating Teacher will be compensated at the rate of twelve dollars (\$12.00) for each full week of eight-hour days completed, and six dollars (\$6.00) for each week of four-hour days completed. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- Payment will be made at the termination of the student teaching period, according to the written request of the District.

COE COLLEGE		LINN MAR COMMUNITY SCHOOL DISTRICT	
Provost and Dean of Faculty	Date	Superintendent/Administrator	Date
1 To vost and Dean of Lacuity	Date	Superintendent/Administrator	Date
Saralkusa		2999 N 10th Street, Marion IA 52302	
Chairperson, Education Department	Date	District address	



AGREEMENT FOR TEACHER EDUCATION CLINICAL EXPERIENCE PLACEMENTS

Between

The Board of Education
Linn-Mar Comm School District
2999 N 10th St Marion Iowa 52302

and

Morningside University 1501 Morningside Avenue Sioux City, IA 51106

PLEASE RETURN TO MORNINGSIDE UNIVERSITY BY THURSDAY March 15, 2024

This document shall serve as the basis for a working agreement between the District and the University in consideration of the placement of Morningside University candidates enrolled in teacher education programs for either initial licensure or subsequent endorsements, where clinical experiences are required.

A. PLACEMENT AND STATUS OF STUDENTS

- 1. Morningside University will collaborate with the District administration or designee regarding the placement of teacher education candidates in clinical experiences (student teaching, practicum, field experience, and internship).
- 2. Any changes to the original assignment of a teacher education candidate in a clinical experience placement must be approved by Morningside University and the building principal.
- 3. All teacher education candidates will have completed a background check before beginning their clinical experience placement.
- 4. Only those teacher education candidates who have satisfactorily completed the necessary academic requirements and professional training for their specific preparation programs will be approved for clinical experience placements.
- 5. Teacher education candidates assigned to a clinical experience placement shall always work under the supervision of appropriately licensed certified personnel in the District during the placement.
- 6. Teacher education candidates assigned to a clinical experience placement shall uphold all policies held by the District, as appropriate.
- 7. According to the Iowa Administrative Code 294.1, student teachers may not be paid for student teaching.
- 8. A student teacher may be used as a substitute teacher under these conditions:
 - a. A Morningside student teacher who holds a substitute authorization may serve as a substitute on a very limited basis (no more than 1 day per week), and can be paid as a substitute teacher for that day. When a student teacher serves as the teacher of record, he/she is no longer student teaching, but is serving as a substitute
 - 9. Student teachers must complete 14 weeks of clinical experience. Morningside students begin student teaching when the Morningside semester commences.



B. COOPERATING AND COLLABORATING TEACHERS

Cooperating teachers are defined as those who supervise clinical experiences of candidates enrolled in initial licensure teacher education programs. Collaborating teachers are defined as those who mentor licensed teachers seeking additional endorsements.

- 1. Cooperating and collaborating teachers for teacher education candidates shall be approved by the building or District administration and Morningside University based on their licensure and teaching experience.
- 2. Cooperating and collaborating teachers for teacher education candidates must be licensed in the areas in which they will be supervising the candidates and must have a minimum of three years of teaching experience.
- 3. Cooperating teachers for student teachers will be paid a stipend of \$210 for a 14-week assignment and \$105 for a 7-week assignment. The stipend will be paid to the cooperating teacher by Morningside University at the end of the semester. In the case of a discontinuance of a student teacher, Morningside University shall pay all obligations incurred at the time of discontinuance.
- 4. Cooperating and collaborating teachers for teacher education candidates who are assigned to practicums, field experiences, or internships will not be paid a stipend.

C. SCOPE OF CLINICAL EXPERIENCES

- 1. The District shall allow teacher education candidates the use of the physical resources of the schools that are normally provided to classroom teachers, including the building, equipment, essential supplies, library facilities, etc. that are necessary and reasonable to enable the teacher candidate to function adequately in the school.
- 2. The regular curriculum of the participating school district shall be used.
- 3. Each clinical experience has different requirements. The Morningside University course instructor will share requirements for the clinical experience directly with the cooperating or collaborating teacher.
- 4. The District shall allow teacher education candidates to record the teaching of lessons in accordance with District policy regarding video recordings. All University teacher education candidates are required to use the University-sponsored, secure digital platform to capture recordings. All University teacher education candidates sign the University Video Recording Acceptable Use Policy Agreement to ensure confidentiality, best practice, and appropriate usage of videos for University assessment purposes only.
- 5. University Supervisors are assigned by the University to observe teacher education candidates enrolled in advanced practicums, student teaching and teacher internships. University Supervisors coordinate visits with the cooperating teacher and follow the District policy for classroom visitors and video conferencing.

D. TERMS OF AGREEMENT

- 1. This school agreement is for the duration of the 2024-2025 academic year.
- 2. The agreement may be revised or modified by written amendment when both parties agree to such change.
- 3. Each party reserves the right to dissolve the agreement at any time if the clinical experience proves to be unsatisfactory.



Morningside University Representative

Kelly Chaney	
Ву:	
Kelly Chaney, Ph.D.	
Dean, Sharon Walker School of Education	
Linn-Mar Comm School District School District Representative	
Signature:	Date:
Printed Name and Title: Barry Buchholz, Board President	



Independent Contractor Agreement

Community School District

Please provide all information requested and sign page two.

WHEREAS, Linn-Mar Community School District ("D James Dreier	istrict"), a school corporation, intends to contract with, Independent Contractor ("IC"), for the
performance of certain services,	
THEREFORE, IN CONSIDERATION OF THE MUT FORTH HEREIN, THE PARTIES AGREE AS FOLL	
1. SERVICES TO BE PERFORMED: jazz band of	linician
2. GROUP/DEPARTMENT WORKING WITH	Colton Center Jazz Ensemble
3. AMOUNT OF PAYMENT: \$150.00	
Total fees for services performed under this agreeme of invoice from the IC upon completion of all services	ent will be paid by the district within 30 days after receipt son February 27, 2024
	res should be sent to: Linn-Mar Community School District,

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

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

9.	TERM: This agreement shall b	egin onFebruary 27	, 20_24	and
	shall continue in effect until	February 27	, 20 24	, unless
	earlier terminated by either pa	rty in accordance with Section	11.	

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

This agreement is signed and dated this $2/6/200$	2 년 day of, 20
Independent Contractor Signature:	Linn-Mar CSD Representative Signature:
Title:	Title: School Board President

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

(1) 21 w

Independent Contractor Agreement

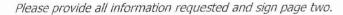




Exhibit 706.8

WHEREAS , Linn-Mar Community School District ("District"),	
Jonathan Welch	, Independent Contractor ("IC"), for the
performance of certain services,	
THEREFORE, IN CONSIDERATION OF THE MUTUAL PR	OMISES AND REPRESENTATIONS SET
FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:	
1 CERVICES TO BE REPEARATED. Clinician	
1. SERVICES TO BE PERFORMED: Clinician	
2. GROUP/DEPARTMENT WORKING WITH: Linn-Mar	Orchestra
3. AMOUNT OF PAYMENT: \$500	
Total fees for services performed under this agreement will b	e paid by the district within 30 days after receipt
of invoice from the IC upon completion of all services on	4.20.29
which is the date of completion. An invoice for services should	ld be sent to: Linn-Mar Community School District,
Attn: Accounts Payable, 2999 N 10 th Street, Marion, IA 52302	?.
4. INDEPENDENT CONTRACTOR RELATIONSHIP:	The parties intend that this independent

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

7.	INSURANCE: No workers' compensation limited to professional liability insurance) It. The IC shall comply with the workers' respect to the IC's employment.	nas been o	will be obtained by the	district on acc	count of the
8.	INDEMNIFICATION: The IC shall indem liabilities, claims, debts, taxes, obligations, court costs, and costs of appeals) that the independent contractor agreement or negligible independent contractor agreement by the taxes arising out of the IC's performance of other proceeding is instituted in connection interpret or enforce any rights under this after the non-prevailing party all attorney's incurred by the prevailing party, including the state of the prevailing party, including the prevailing party, including the prevail including the prevail including the prevailing party, including the prevail included the prevail including the prevail included the prevail including the prevail included	district madigent or other interests of services or with any agreement, as fees, cost	l expenses (including ready incur or sustain as a refer wrongful conduct in result of failure to pay a for the district. If a suit, controversy arising out the prevailing party shaps, expert witness fees, a	asonable attoring the performand any employme action, arbitration of this agreement all be entitled to a second control of the	ney's fees, reach of this nce of this nt or income ation, or ent or to to recover
9.	TERM: This agreement shall begin on	4-20	, 2	20 24	and
	TERM: This agreement shall begin onshall continue in effect untils			4	, unless
	earlier terminated by either party in accord	lance with	Section 11.		
10	. TERMINATION: This agreement may be days written notice. Upon termination, the date of termination.			•	. ,
11	. ASSIGNMENT: The IC acknowledges thei not assign IC rights or delegate IC duties of without the prior written consent of the dis	or obligatio			
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 con	itractor agi	eement shall be govern	ed by and con	strued
	pursuant to the laws of the State of Iowa.	3	3	,	
14.	ENTIRE AGREEMENT: This is the entire a promises, or agreements (oral or otherwise	•	•	ther representa	ations,
This ag	greement is signed and dated this31		day of January	, 20	24
Indep	endent Contractor Signature:	Li	nn-Mar CSD Represe	ntative Signa	ature:
Titlo	Orchestra Director, ICWest 175	т:	tle: School Board Drooid		
ilue.	: Orchestra Director, ICWest 175 Title: School Board President				

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

Internal Use Only \(' \)	Account Code:		
Business Office:	Date	Board Meeting:	Date



Change Order

PROJECT: (Name and address)

22210000

Linn-Mar Administration Building

3556 Winslow Road Marion, IA 52302

OWNER: (Name and address)

Linn-Mar Community School District

2999 North Tenth Street

Marion, IA 52302

CONTRACT INFORMATION:

Contract For: New Linn-Mar

Administration Building Date: June 5, 2023

ARCHITECT: (Name and address)

OPN Architects

200 5th Ave. SE, Suite 201 Cedar Rapids, IA 52401 CHANGE ORDER INFORMATION:

Change Order Number: 005

Date: February 19, 2024

CONTRACTOR: (Name and address)

Peak Construction Group 660 Liberty Way, Unit C

ive. SE, Suite 201 North Liberty, IA 52317

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 011.1 - Costs assocaited with ITC 010 - Wall Dimension and Door Hardware

\$3,105.57

COR 012 - RFI 008 Credit for HMF to Alumn frame correction during shop drawing review. ITC 008 Add for extending cast stone sill 1-1/2" past brick and notching at curtain wall with shade screen panels \$(554.81)

Total

\$2,550.76

The original Contract Sum was

The Contract Sum prior to this Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

11,774,000.00

-205,948.75 11,568,051.25

\$ 2,550.76 \$ 11,570,602.01

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

OPN Architects	Peak Constuction Group	Linn-Mar Community School District
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
Du Hum	200	
SIGNATURE	SIGNATURE	SIGNATURE
Dan Hammes, CA	Kris Chyko, President	Barry Bucholz, Board President
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
2/19/24	02/20/2024	
DATE	DATE	DATE

Change Order Summary 2.19.24

New Linn-Mar Admin Building

COR Number	Title	RFI/ITC	AMOUN	IT	Description
11.1	Costs assocaited with ITC 010 - Wall Dimension and Door Hardware	ITC 010	\$ 3,105	5.57	Costs associated with ITC 010 and RFI 27 - Owner requested hardware changes, corner guards in IT work room, extending wing walls in IT work room to roof deck.
12.0	RFI 008 Credit for HMF to Alumn frame correction during shop drawing review. ITC 008 Add for extending cast stone sill 1-1/2" past brick and notching at curtain wall with shade screen panels.	RFI 008, ITC 008	\$ (554	4.81)	RFI 008 Credit for HMF to Alumn frame correction during shop drawing review. ITC 008 Add for extending cast stone sill 1-1/2" past brick and notching at curtain wall with shade screen panels.
				, and the second	

Total: \$ 2,550.76



1/31/2024 CONSTRUCTION GROUP 023-014 Date: **Project:** Linn-Mar Administration Building COR # 011 rev. 1 To: **OPN Architects Peak Construction Group** From: Dan Hammes Attn: **Description:** Costs associated with ITC 010 **CONTRACTOR/VENDOR INFO Amount** Peak Material \$984.00 **Peak Equipment** \$0.00 \$0.00 Peak Labor Hawkeye Electric Precision Drywall \$1,878.53

Subtotal	\$2,862.53
Peak OHP (10%)	\$98.40
Subcontractors OHP (5%)	\$93.93
Bond	\$50.71
Total	\$3,105.57

Phone: 319-383-3474 Email: info@iowapeak.com

Notes:

www.iowapeak.com

660 Liberty Way Unit C, North Liberty, IA 52317



023-014

Project:

Linn-Mar Administration Building

1/10/2024

COR # 011

To: Attn: OPN Architects

Dan Hammes

From:

Date:

Peak Construction Group

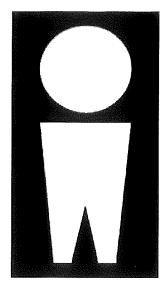
Description:

Costs associated with ITC 010

Peak Material	Un	its Cost/Unit	Total
Doors, Inc.			\$984.00
			\$0.00
			\$0.00
			00.02

Peak Equipment	Hours	Cost/Hr	Total	
			\$0.0	0
			\$0.0	0
			\$0.0	0

Peak Labor	Units	Cost/Unit	Total
Foreman			\$0.00
Carpenter			\$0.00
Laborer			\$0.00
Subtotal			\$984.00
Tax			
Total			\$984.00



Change Order Request

Date: 12-22-23

To: Peak Construction Group 660 Liberty Way Unit C North Liberty, IA 52317 ph. (319) 383-3474

Attention:

Ethan Krigbaum

Job: Linn Mar Admin Bldg

Job No: 23-06-005-3

Issued By: Hance Throckmorton

Change Order# 003

Description of Change Order Request:

Per ITC#10

1. CHANGE (1) Rim Exit Device. EL LD 33AEO to EL LD 33A.NL-OP 388(Std) and add Qty 1 Cylinder.----\$310.00

2. REMOVE -2SI option from Rim Exit Device and add QEL option.

Omit (1) Rim Cylinder.

Omit Electric Strike

ADD CEPT-10.

ADD Power Supply PS914 .900-2RS.

ADD Position Switch DPS-M-GR.-----\$674.00

Total for changes above-----\$984.00

(No Sales Tax Included)

This authorization constitutes approval to invoice and receive payment of the direct material and labor described above as a change order. The approval authority acknowledges that additional labor including, but not limited to, engineering, drafting, software development, etc. and material or equipment may be required from Doors Inc.. If such is required, it will be in addition to this authorization, and will be invoiced at standard prevailing rates at the time. This authorization does not preclude subsequent claims for impact upon the project schedule, productivity, delays, etc.

	\sim	ne	\sim	
. ~	111	116		

Date:

Fax: 319-365-9208

Phone: (319) 363-5616 Fax: (319) 363-6112



1011 2nd Ave. SW Suite 200 Cedar Rapids, IA 52404

BID PROPOSAL

Prepared For: Peak Construction Group Project: Linn-Mar Administration Building,

Contact: Steve Oyen / Ashley Roeder Marion, IA

COR #002- ITC#10 Wall Changes **Date:** 12/20/23 and Adds IT Workroom 1033.

COR#002: Extra cost for material and labor related to ITC #010 and includes the following, see below:

Material and Labor Breakdown Description:

- Material and Labor Extra to Extend and Add wall Framing in IT Workroom 1033 per ITC #10.
- Material and Labor Extra to Extend and Add wall Hanging in IT Workroom 1033 per ITC #10.
- Material and Labor Extra to Extend and Add wall Finishing in IT Workroom 1033 per ITC #10.
- All equipment to perform Work.
- Work performed during regular business hours.
- Our Duration of work to Add to the schedule (if needed) is 0 DAYS.
- Excludes: ACT, Caulking, Insulation and Wood Construction.

Material: \$856.00

Labor: \$933.08 (6.5 Hours Labor at \$72.40 / Foreman)

(6.5 Hours Labor at \$71.15 / Journeyman)

OHP- 10%: \$178.91 OHP 5% \$89.45

> ADD-\$1,967.00 \$1,878.53 Materials and Labor for the Sum of: —— (One Thousand, Nine Hundred and Sixty-Seven Dollars)

Notes:

- Due to the fluctuating steel prices, quote is subject to change if not accepted within 30 days.
- Topping out of gypsum board to happen before MEP installation, where applicable.
- Temperature and Humidity will need to be within the gypsum manufacturers standards before hanging and finishing of gypsum board will proceed. Building conditions is by others.

STANDARD EXCLUSIONS:

Expansion Joints Material and Labor Dust Partitions / Temporary Walls Spray Foam Insulation Insulation of any kind unless stated above Wood Framing / Construction Demolition

Acoustical Ceilings Dumpsters

Setting and Grouting HM Frames

Framing / Structure at Caseworks Prefinished Break Metal at Stud Walls Caulking of any kind

Painting Plywood / OSB

Fire Caulking Weekend / Premium Time

Fry Reglet (Other than Above)

Permits and Fees

Wall Labeling / Stenciling (Painter) Level 5 Finish (Unable to Locate)

Foam Board Acoustical Caulking Backing & Blocking Fireproofing / Firesafing

Engineering / Shops (Other than above)

We do not provide heating, weather protection, fans, dehumidifiers, electricity, water, or lights.

We are not responsible for the clean-up of other trades. We are not responsible for damage to project by any other contractors. Owner's items in work area are sole responsibility of owner for theft or damage.

This proposal is good for 30 days, subject to change after 30 days for labor or material price changes.

ACCEPTED BY:	Eric Heim	PREPARED BY:
 TITLE:	Project Manager / Estimator	TITLE:
DATE:		DATE:



INSTRUCTION TO CONTRACTOR - ITC NO. 010

Date: December 19, 2023

Project: Linn-Mar Administration Building

Project Number: 22210000

Client: Linn-Mar Community School District

General Contractor: Peak Construction Group

If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

The following Instruction to Contractor is issued to:

- ⊠ Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

INITIATED BY: Peak Construction, OPN, Owner

DESCRIPTION: Wall Dimensions, Door Hardware

GENERAL INFORMATION: N/A

DRAWINGS

ARCHITECTURAL SPECIFICATIONS

- 1. Opening 1000X Hardware Set 1.0 Per Owner Request
 - a. **CHANGE** (1) Rim Exit Device. EL .LD 33A.EO to .EL .LD 33A.NL-OP .388(Std). Provide cylinder for this device as required.
- 2. Opening 1002 Hardware Set 16.0 Per Owner Request
 - a. **REMOVE** -2SI option from Rim Exit Device and add QEL option.
 - b. Exit Device to have Storeroom function.
 - i. Omit (1) Rim Cylinder. Omit Electric Strike.
 - ii. ADD CEPT-10. ADD Power Supply PS914 .900-2RS. ADD Position Switch DPS-M-GR.
 - Note that the power supply for this opening is now supplied by Division 8 as opposed to Division 28.

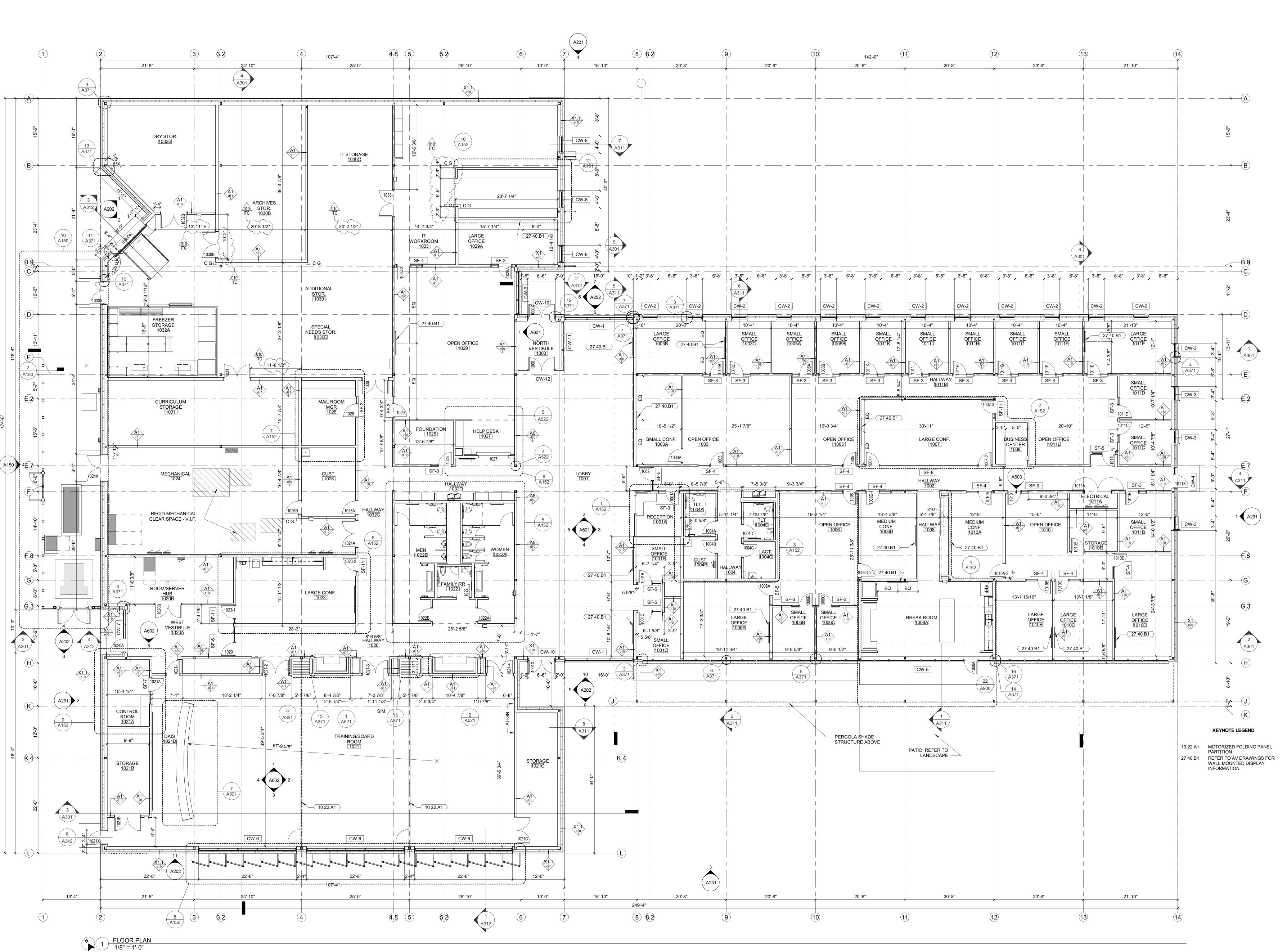
ARCHITECTURAL DRAWINGS

- 1. Sheet A111 FLOOR PLAN
 - a. **REPLACE** the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded Wall Dimensions.
- 2. Sheet A152 ENLARGED FLOOR PLANS
 - a. **REPLACE** the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded. Detail 10 Enlarged Floor Plan IT Workroom.
- 3. Sheet A603 INTERIOR ELEVATIONS
 - a. **REPLACE** the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded Detail 1 IT Workroom 1033 North.

Associated RFIs: RFIs 27

Attachments:

- Architectural Sheets: A111, A152, A603



1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 25 |



200 5th Ave. SE, Suite 201
Cedar Rapids, IA 52401
P: 319-363-6018
F: 319-363-7349
www.opnarchitects.com
All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

LINN-MAR COMMUNITY SCHOOL
DISTRICT
2999 NORTH 10TH ST
MARION, IA 52302

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LINN MAR ADMINISTRATION
BUILDING
3556 WINSLOW ROAD
MARION, IA 52302

MARION, IA 52302

Civil Engineer

HALL & HALL ENGINEERS, INC 1860 BOYSON RD. HIAWATHA, IA 52233

P. 319-362-9548

Landscape Architect

TRAVERSE LANDSCAPE

TRAVERSE LANDSCAPE ARCHITECTS, LLC 1120 DEPOT LANE SE, SUITE 100 CEDAR RAPIDS, IA 52401 P. 319-289-0203

Structural Engineer

STRUCTURAL DESIGN GROUP, LLC

350 THIRD AVE SW, SUITE 101

CEDAR RAPIDS, IA 52404

P. 319-449-1368

DESIGN ENGINEERS

8801 PRAIRIE VIEW LN. SW, SUITE 200
CEDAR RAPIDS, IA 52404
P. 319-841-1944

DESIGN ENGINEERS

8801 PRAIRIE VIEW LN. SW, SUITE 200
CEDAR RAPIDS, IA 52404
P. 319-841-1944

ADVANCED FOOD SERVICE
CONSULTING
6201 SOUTH GATEWAY DR
MARION, IA 52302
P. 319-447-3515

Key Plan

Revision Description

ADD 1 ADDENDUM 1

05/19/2023

08/30/2023

09/06/2023

09/11/2023

09/20/2023

12/01/2023

ITC 009
ITC 010
ITC 010

OPN Project No. **22210000**

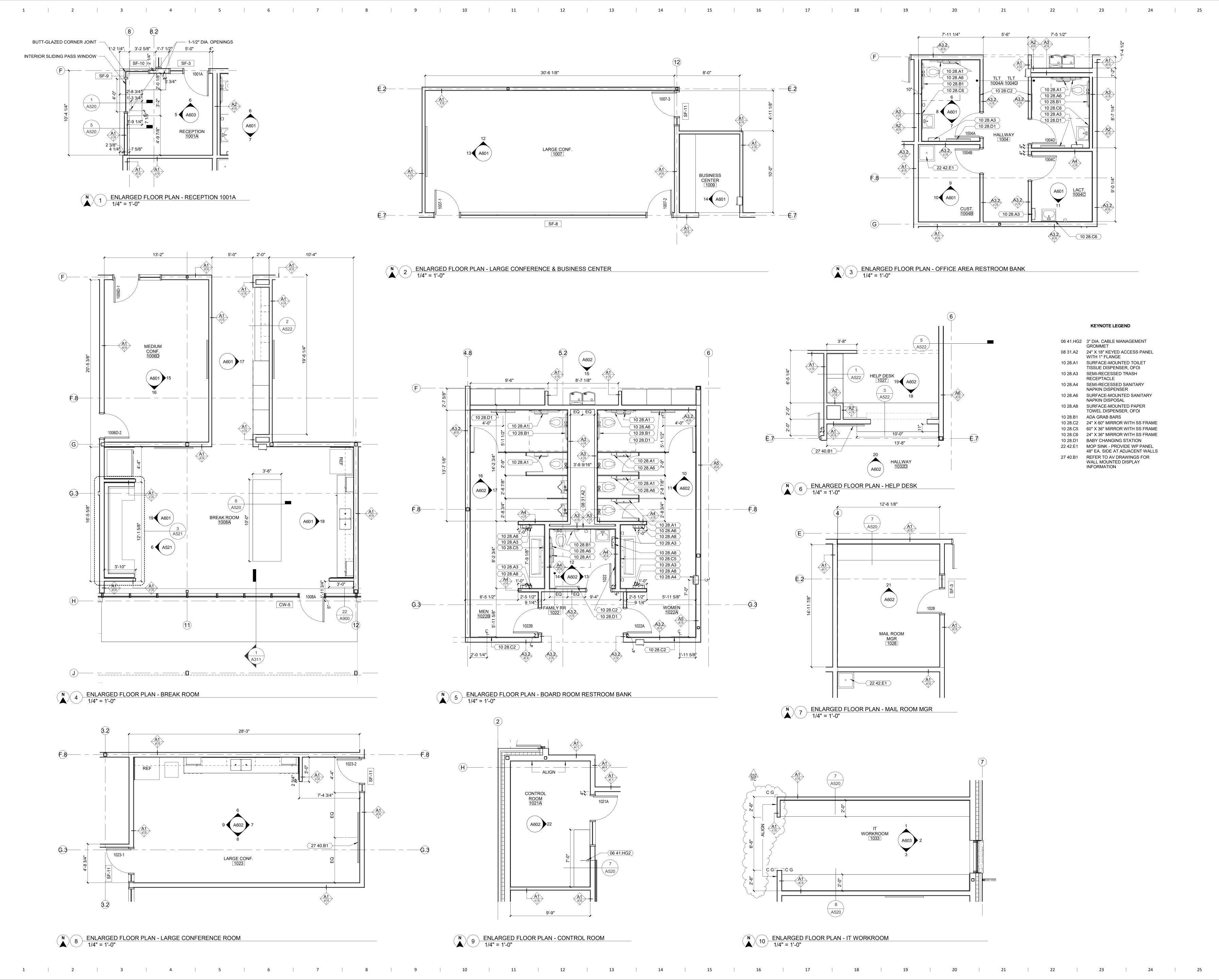
Sheet Issue Date

100% CDs 03/21/2

Sheet Name

FLOOR PLAN

Sheet Number



Cedar Rapids, IA 52401 P: 319-363-6018 F: 319-363-7349 www.opnarchitects.com All reports, plans, specifications, computer files, field data, OPN Architects, Inc. as instruments of service shall remain the property of OPN Architects, Inc. OPN Architects, Inc. shall retain all common law, statutory and other reserved rights, including the copyright thereto.

200 5th Ave. SE, Suite 201

Owner LINN-MAR COMMUNITY SCHOOL DISTRICT 2999 NORTH 10TH ST MARION, IA 52302

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LINN MAR ADMINISTRATION BUILDING 3556 WINSLOW ROAD MARION, IA 52302

Civil Engineer HALL & HALL ENGINEERS, INC

1860 BOYSON RD. HIAWATHA, IA 52233 P. 319-362-9548

Landscape Architect TRAVERSE LANDSCAPE ARCHITECTS, LLC 1120 DEPOT LANE SE, SUITE 100 CEDAR RAPIDS, IA 52401 P. 319-289-0203

Structural Engineer STRUCTURAL DESIGN GROUP, LLC 350 THIRD AVE SW, SUITE 101

CEDAR RAPIDS, IA 52404

P. 319-449-1368

P. 319-841-1944

Mechanical Engineer **DESIGN ENGINEERS** 8801 PRAIRIE VIEW LN. SW, SUITE 200 CEDAR RAPIDS, IA 52404

P. 319-841-1944 Electrical Engineer **DESIGN ENGINEERS** 8801 PRAIRIE VIEW LN. SW, SUITE 200 CEDAR RAPIDS, IA 52404

FOOD SERVICE CONSULTANT ADVANCED FOOD SERVICE CONSULTING 6201 SOUTH GATEWAY DR

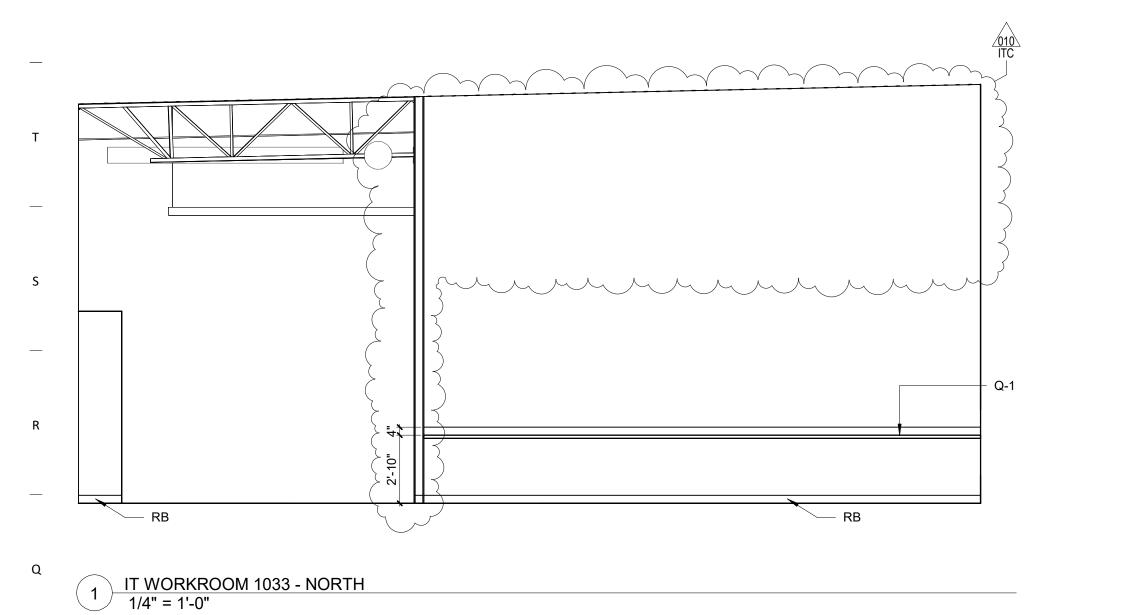
MARION, IA 52302 P. 319-447-3515

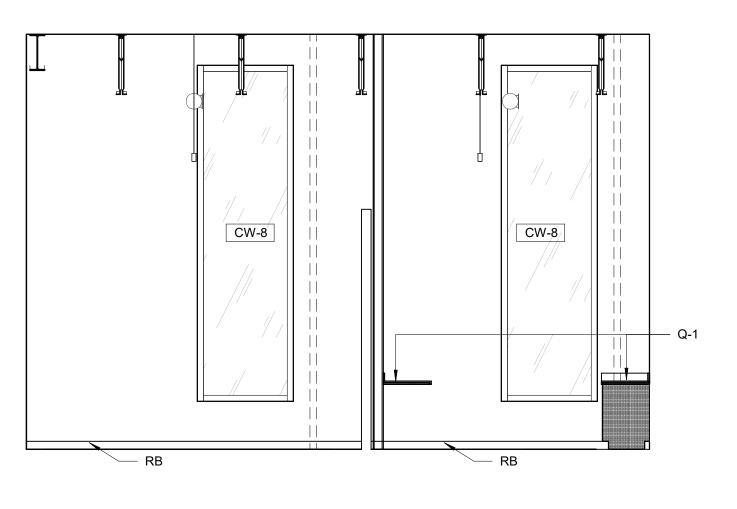
ADD 1 ADDENDUM 1 ADD 2 ADDENDUM 2 04/07/2023 05/19/2023 ITC 001 ITC 001 ITC 008 ITC 008 09/20/2023 ITC 009 ITC 009 12/01/2023 12/19/2023 ITC 010 ITC 010

22210000

Sheet Issue Date

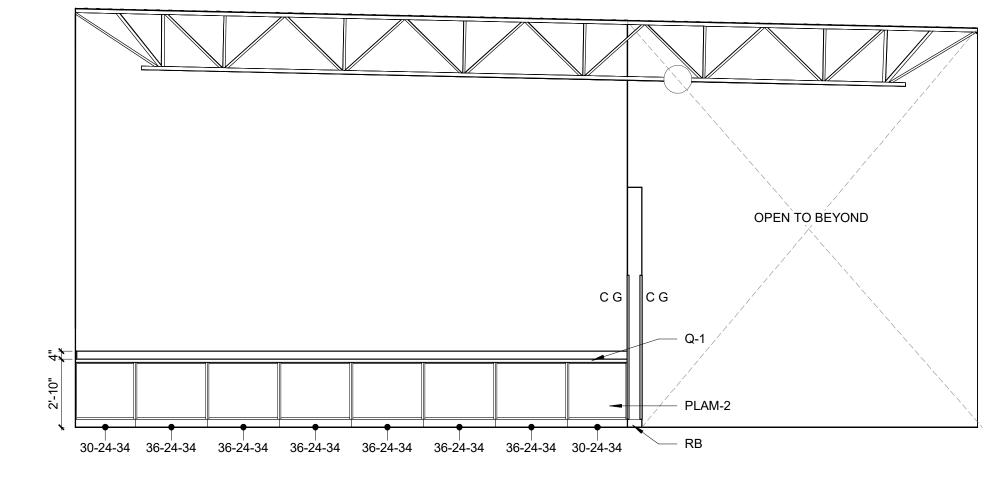
ENLARGED FLOOR PLANS



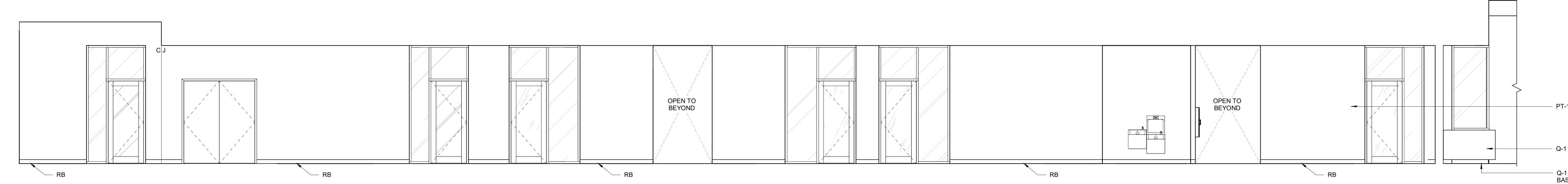


2 IT WORKROOM 1033 - EAST 1/4" = 1'-0"

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 25 | 25 |

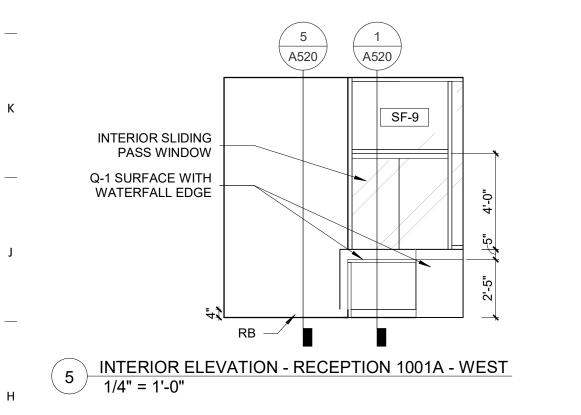


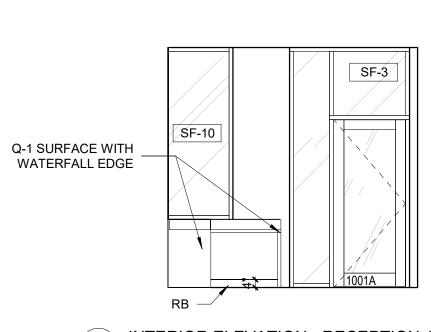
3 IT WORKROOM 1033 - SOUTH 1/4" = 1'-0"



1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 25 |

4 HALLWAY 1002 - SOUTH 1/4" = 1'-0"





6 INTERIOR ELEVATION - RECEPTION 1001A - NORTH 1/4" = 1'-0"

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Owner

LINN-MAR COMMUNITY SCHOOL

DISTRICT

2999 NORTH 10TH ST MARION, IA 52302

Project

LINN MAR ADMINISTRATION

BUILDING

BUILDING 3556 WINSLOW ROAD MARION, IA 52302

Civil Engineer

HALL & HALL ENGINEERS, INC

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Structural Engineer

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350 THIRD AVE SW, SUITE 101

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P. 319-449-1368

Mechanical Engineer

DESIGN ENGINEERS

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CEDAR RAPIDS, IA 52404
P. 319-841-1944

Electrical Engineer

DESIGN ENGINEERS
8801 PRAIRIE VIEW LN. SW, SUITE 200

P. 319-841-1944

FOOD SERVICE CONSULTANT

ADVANCED FOOD SERVICE

CONSULTING

6201 SOUTH GATEWAY DR

CEDAR RAPIDS, IA 52404

CONSULTING
6201 SOUTH GATEWAY DR
MARION, IA 52302
P. 319-447-3515

Key Plan

Revision Description

ITC 010 ITC 010 12/19/3

OPN Project No. **22210000**

Sheet Issue Date

100% CDs

03/21

Sheet Name

INTERIOR ELEVATIONS

Sheet Number



023-014

Project: Linn-Mar Administration Building

2/7/2024 - received by OPN

Date:

COR # 012

То:	OPN Architects	From:	Peak Construction Group
Attn:	Dan Hammes		

Description:

Costs associated with ITC 008

CONTRACTOR/VENDOR INFO	Amount	
Peak Material	\$0.00	
Peak Equipment	\$0.00	
Peak Labor	\$0.00	
Seehase Masonry	\$310.00	
Doors Inc.	(\$850.00)	

Notes:

 Subtotal
 (\$540.00)

 Peak OHP (10%)
 \$0.00

 Subcontractors OHP (5%)
 (\$5.75)

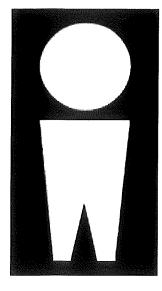
 Bond
 (\$9.06)

 Total
 (\$554.81)

Phone: 319-383-3474 Email: info@iowapeak.com

www.iowapeak.com

660 Liberty Way Unit C, North Liberty, IA 52317



Change Order Request

Date: 12-22-23

To: Peak Construction Group 660 Liberty Way Unit C North Liberty, IA 52317 ph. (319) 383-3474

Attention:

Ethan Krigbaum

Job: Linn Mar Admin Bldg

Job No: 23-06-005-3

Issued By: Hance Throckmorton

Change Order# 002

Description of Change Order Request:

Per RFI#008 and Submittal changes

Per RFI#008 Opening 1001B - Add power transfer Cept-10
Per RFI#008 Opening 1001C - Add power transfer Cept-10
Per approved shops Opening 1000 - Omit Power Supply
Per approved shops Opening 1007-1 - Change from HMF to Alum
Per approved shops Opening 1007-2 - Change from HMF to Alum
Per approved shops Opening 1020 - Omit Power Supply
Per approved shops Opening 1020B - 8-1/4 JD to 5-3/4 JD
Per approved shops Opening 1025 - Change from HMF to Alum

Total for changes above------------(-\$850.00)

(No Sales Tax Included)

This authorization constitutes approval to invoice and receive payment of the direct material and labor described above as a change order. The approval authority acknowledges that additional labor including, but not limited to, engineering, drafting, software development, etc. and material or equipment may be required from Doors Inc.. If such is required, it will be in addition to this authorization, and will be invoiced at standard prevailing rates at the time. This authorization does not preclude subsequent claims for impact upon the project schedule, productivity, delays, etc.

ш.	igned:	Date

Fax: 319-365-9208

Seehase Masonry, Inc.

1018 W 1st St
Sumner, IA 50674
+1 5635783284
nate@seehasemasonry.com



Estimate

ADDRESS

Peak Construction Group 660 Liberty Way Unit C North Liberty, IA 52317 ESTIMATE # 2642

DATE 01/10/2024

EXPIRATION DATE 02/10/2024

P.O. NUMBER

Linn-Mar CSD Admin 23-26 ITC 08

SALES REP Nate Schmidt

DESCRIPTION QTY RATE AMOUNT

Labor and equipment to notch cast stone pieces per updated details in ITC 08.

310.00

TOTAL

\$310.00

Accepted By

Accepted Date



RFI

Project: 023-014 **Date:** 9/5/2023

Linn – Mar – Administration Building

To: Dan Hammes From: Peak Construction Group Inc.

OPN Architects

RFI #: 008 Subcontractor: Doors Inc

Spec Section(s): 087100 Drawing(s): A611

Cost Impact: TBD Schedule Impact: TBD

Question:

Hardware Set #17 Openings 1001B and 1001C

The lock on this hardware set is electrified with a card reader. Should there be some sort of power transfer or electric hinge to get the power to the lock?

Right now, there is nothing specified. Please advise.

Response: Add CEPT-10 x 630 to Hardware Set 17.0. Provide for each door in the set.

By: kslota/OPN Date: 09/05/2023

Phone: 319-383-3474 Email: info@iowapeak.com www.iowapeak.com 660 Liberty Way Unit C, North Liberty, IA 52317



INSTRUCTION TO CONTRACTOR – ITC NO. 008

Date: September 28, 2023

Project: Linn-Mar Administration Building

Project Number: 22210000

Client: Linn-Mar Community School District

General Contractor: Peak Construction Group

If, in your opinion, this instruction involves work that either increases or decreases the Contract Sum or Contract Time, you **shall not proceed** until you submit a Change Authorization Request and receive signed authorization to proceed. Proceeding with the Work prior to authorization indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

The following Instruction to Contractor is issued to:

- ☐ Clarify drawings, specifications, and/or material selection.
- Request an estimate for Owner's further consideration.
- Transmit drawings or documents for incorporation into the work, subject to the above statement.

INITIATED BY: OPN

DESCRIPTION: Cast stone and mullion interaction, restroom chase access panel

ACTION REQUIRED: Request an estimate for Owner's further consideration.

GENERAL INFORMATION: N/A

DRAWINGS

ARCHITECTURAL DRAWINGS

- 1. Sheet A002 MOCK-UP WALL
 - a. **REPLACE** the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded.
- 2. Sheet A111 FLOOR PLAN
 - a. **REPLACE** the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded.
- 3. Sheet A152 ENLARGED FLOOR PLANS
 - a. REPLACE the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded.
- 4. Sheet A371 PLAN DETAILS
 - a. **REPLACE** the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded.
- 5. Sheet A602 INTERIOR ELEVATIONS
 - a. REPLACE the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded.
- 6. Sheet A900 OPENING ELEVATIONS
 - a. **REPLACE** the original sheet with the revised sheet included with this ITC to the drawing sets. Changes to the drawing are clouded.

SPECIFICATIONS

- 1. 08 31 00 ACCESS DOORS AND PANELS
 - a. ADD: 2.01, A., 2., b.: Tiled wall mounting criteria: use 1" flange type frame to conceal tile edges
 - b. **REPLACE:** 2.01, A., 9., c. with: Latch/Lock: Screw driver slot for quarter turn cam latch or cam lock where noted on drawings



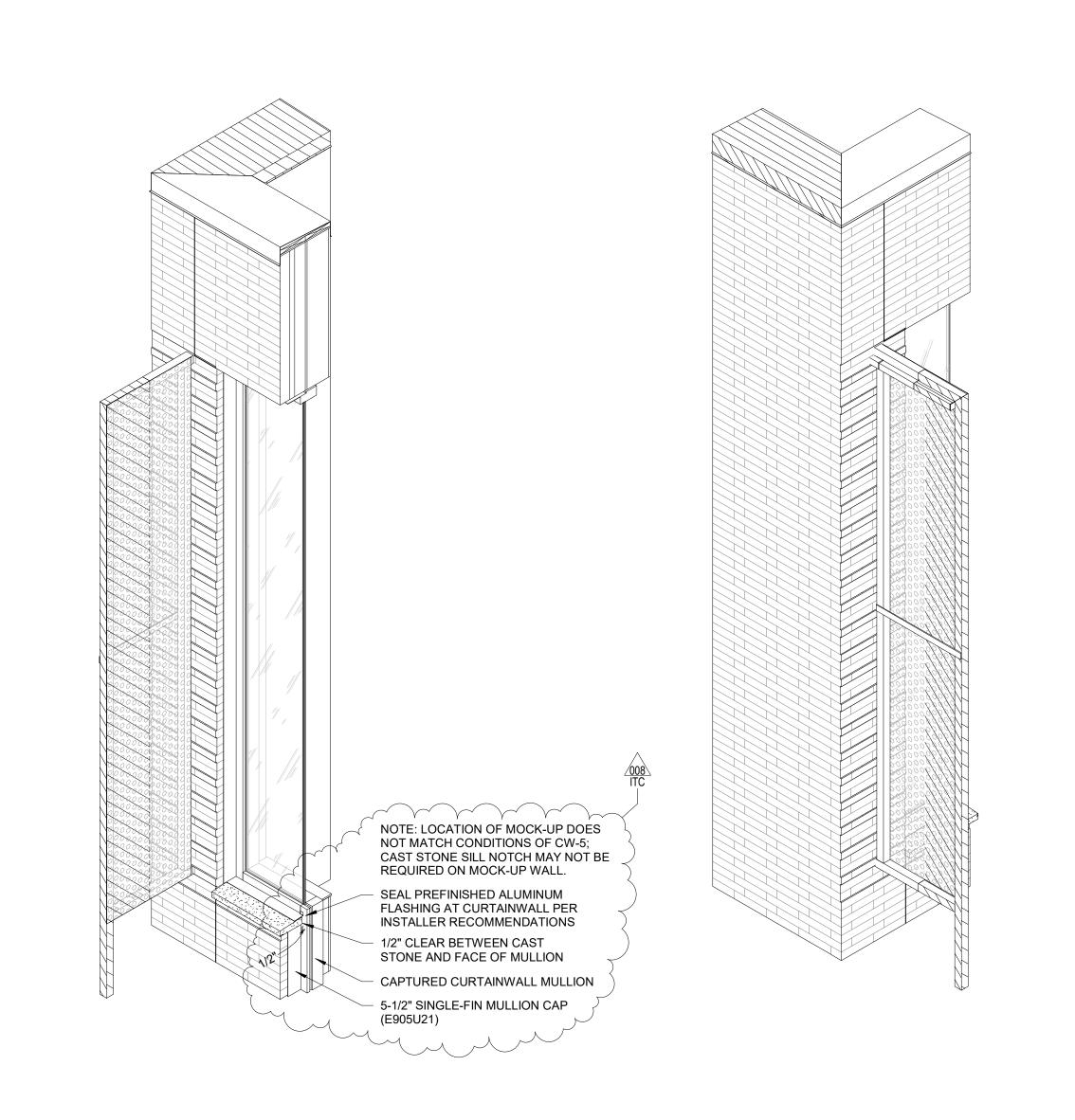
Associated RFIs:

Attachments:

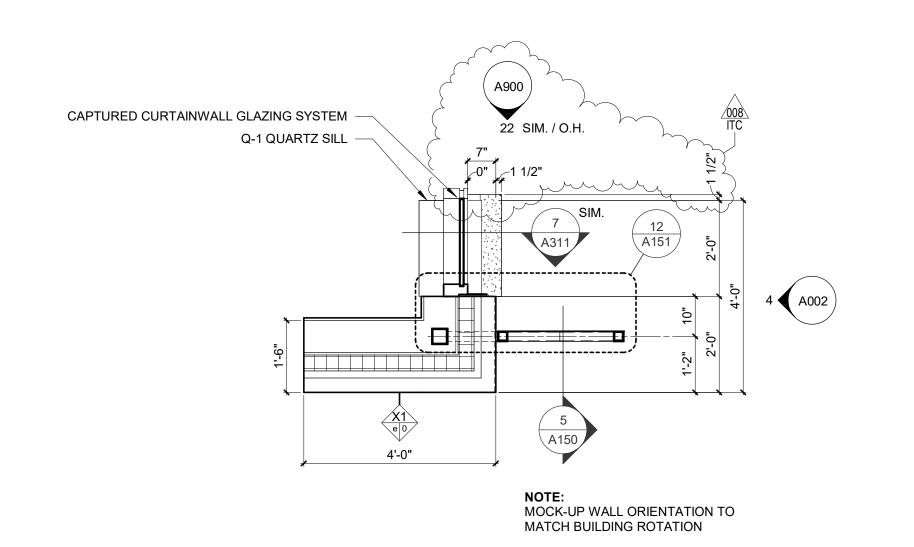
- Architectural Sheets: A002, A111, A152, A371, A602, A900

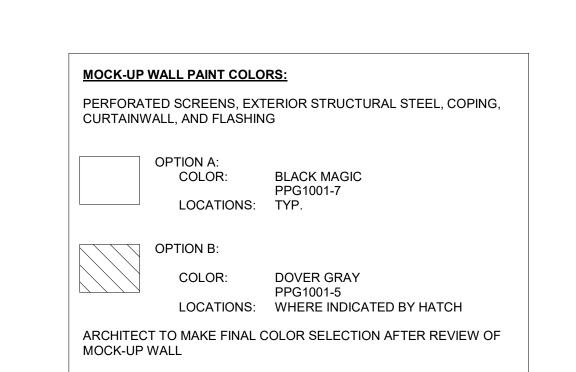
Issued By: Dan Hammes/OPN

END OF ITC NO. 008

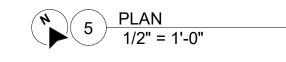


4'-0" BRAKE METAL COPING BRAKE METAL COPING COLOR OPTION A — COLOR OPTION B -TOP SHADOW LINE ON ADJACENT WALL -BRICK VENEER -BRICK VENEER -7 A151 TOP SHADOW LINE -PERFORATED CUSTOM METAL PANEL - TYPE A — STEEL HSS TUBE COLUMN T/STEEL WITH 4-STEP PAINT PROCESS; REFER TO STRUCTURAL - HEAD MULLION COLOR: PERFORATED CUSTOM BLACK METAL PANEL FIN — PERFORATED CUSTOM JAMB MULLION COLOR: METAL PANEL FIN -CHARCOAL CAPTURED CURTAINWALL GLAZING SYSTEM 1/4" X 2" STEEL PLATE STIFFENER -PERFORATED METAL PANEL SEAM 1/4" X 2" STEEL PLATE STIFFENER CENTER/STEEL CENTER/STEEL PAINT COLOR OPTION A -PAINT COLOR OPTION B -BOTTOM SHADOW LINE SILL MULLION COLOR: ON ADJACENT WALL BRICK VENEER WITH BLACK SHADOW LINES -BOTTOM SHADOW LINE EQ EQ - EXTEND CAST STONE SILL 1-1/2" PAST BRICK. RE: 14/A371, 16/A371 BRICK VENEER CURTAIN WALL MULLION AND 5-1/2" SINGLE-FIN MULLION CAP (E905U21)





4 <u>ELEVATION - FRONT</u> 1/2" = 1'-0"



3 <u>ELEVATION - SIDE</u> 1/2" = 1'-0"

1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 21 | 22 | 23 | 24 | 25 |

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LINN-MAR COMMUNITY SCHOOL

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MARION, IA 52302

Project

LINN MAR ADMINISTRATION
BUILDING

2999 NORTH 10TH ST

DISTRICT

3556 WINSLOW ROAD MARION, IA 52302

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HALL & HALL ENGINEERS, INC

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P. 319-362-9548

P. 319-449-1368

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ADVANCED FOOD SERVICE
CONSULTING
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P. 319-447-3515

Key Plan

 Revision
 Description
 Date

 ADD 2
 ADDENDUM 2
 04/07/2023

 ITC 008
 ITC 008
 09/20/2023

OPN Project No. **22210000**

Sheet Issue Date

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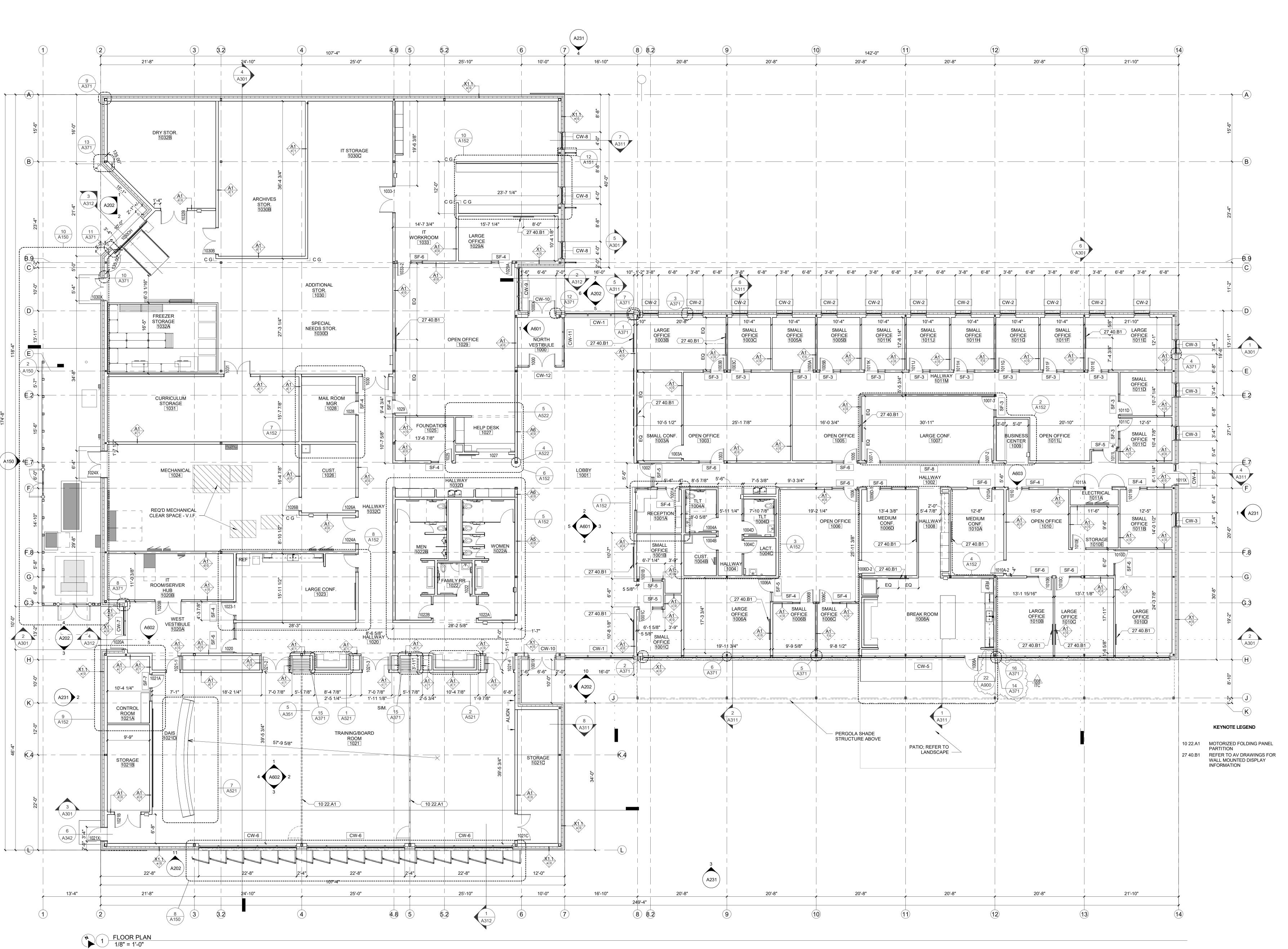
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MOCK-UP WALL

WOCK-OF WAI

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BUILDING

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MARION, IA 52302

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P. 319-362-9548

Landscape Architect

TRAVERSE LANDSCAPE

ABCHITECTS LLC

TRAVERSE LANDSCAPE ARCHITECTS, LLC 1120 DEPOT LANE SE, SUITE 100 CEDAR RAPIDS, IA 52401 P. 319-289-0203

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CONSULTING
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MARION, IA 52302
P. 319-447-3515

Key Plan

Revision Description

ADD 1 ADDENDUM 1
ITC 001 ITC 001

ADD 1 ADDENDUM 1 04/03/2023
ITC 001 ITC 001 05/19/2023
ITC 003 ITC 003 08/30/2023
ITC 004 ITC 004 09/06/2023
ITC 006 ITC 006 09/11/2023
ITC 008 ITC 008 09/20/2023

roject No.

22210000

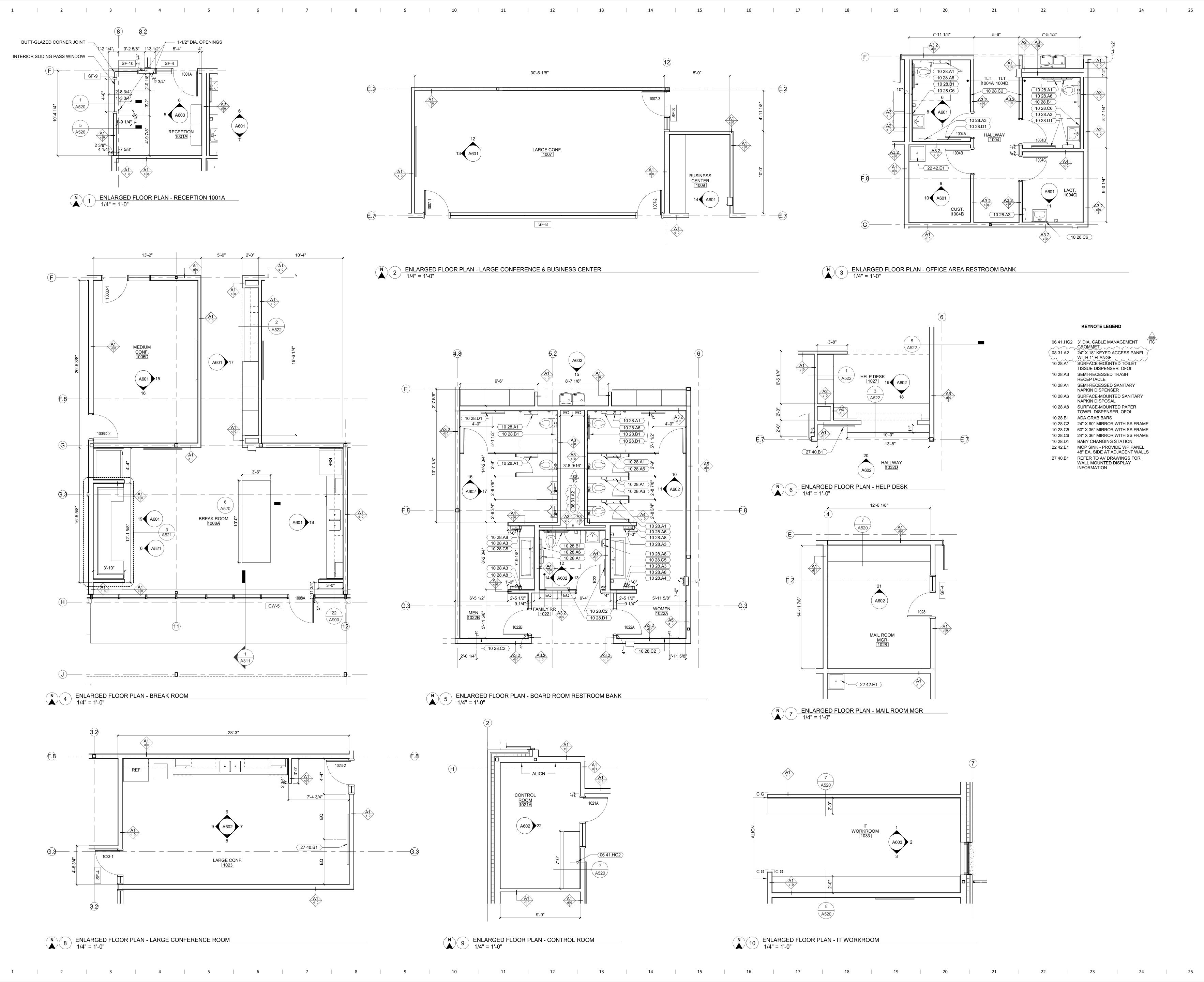
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Sheet Name

FLOOR PLAN

Sheet Number



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Key Plan

 Revision
 Description
 Date

 ADD 1
 ADDENDUM 1
 04/03/2023

 ADD 2
 ADDENDUM 2
 04/07/2023

 ITC 001
 ITC 001
 05/19/2023

OPN Project No. **22210000**

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ENLARGED FLOOR PLANS

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LINN MAR ADMINISTRATION **BUILDING** 3556 WINSLOW ROAD MARION, IA 52302

Civil Engineer HALL & HALL ENGINEERS, INC

1860 BOYSON RD. HIAWATHA, IA 52233 P. 319-362-9548

Landscape Architect TRAVERSE LANDSCAPE ARCHITECTS, LLC 1120 DEPOT LANE SE, SUITE 100 CEDAR RAPIDS, IA 52401 P. 319-289-0203

Structural Engineer STRUCTURAL DESIGN GROUP, LLC 350 THIRD AVE SW, SUITE 101 CEDAR RAPIDS, IA 52404 P. 319-449-1368

Mechanical Engineer **DESIGN ENGINEERS** 8801 PRAIRIE VIEW LN. SW, SUITE 200 CEDAR RAPIDS, IA 52404 P. 319-841-1944

Electrical Engineer **DESIGN ENGINEERS** 8801 PRAIRIE VIEW LN. SW, SUITE 200 CEDAR RAPIDS, IA 52404 P. 319-841-1944

FOOD SERVICE CONSULTANT ADVANCED FOOD SERVICE CONSULTING 6201 SOUTH GATEWAY DR MARION, IA 52302 P. 319-447-3515

Revision Description ADD 2 ADDENDUM 2 ITC 003 ITC 003 ITC 008 ITC 008

08/30/2023

09/20/2023

OPN Project No. 22210000 Sheet Issue Date 03/21/2023 100% CDs

Sheet Name **PLAN DETAILS**

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P. 319-289-0203 Structural Engineer STRUCTURAL DESIGN GROUP, LLC 350 THIRD AVE SW, SUITE 101 CEDAR RAPIDS, IA 52404

P. 319-449-1368 Mechanical Engineer **DESIGN ENGINEERS** 8801 PRAIRIE VIEW LN. SW, SUITE 200

P. 319-841-1944 Electrical Engineer **DESIGN ENGINEERS** 8801 PRAIRIE VIEW LN. SW, SUITE 200 CEDAR RAPIDS, IA 52404

P. 319-841-1944 FOOD SERVICE CONSULTANT ADVANCED FOOD SERVICE CONSULTING 6201 SOUTH GATEWAY DR

Key Plan

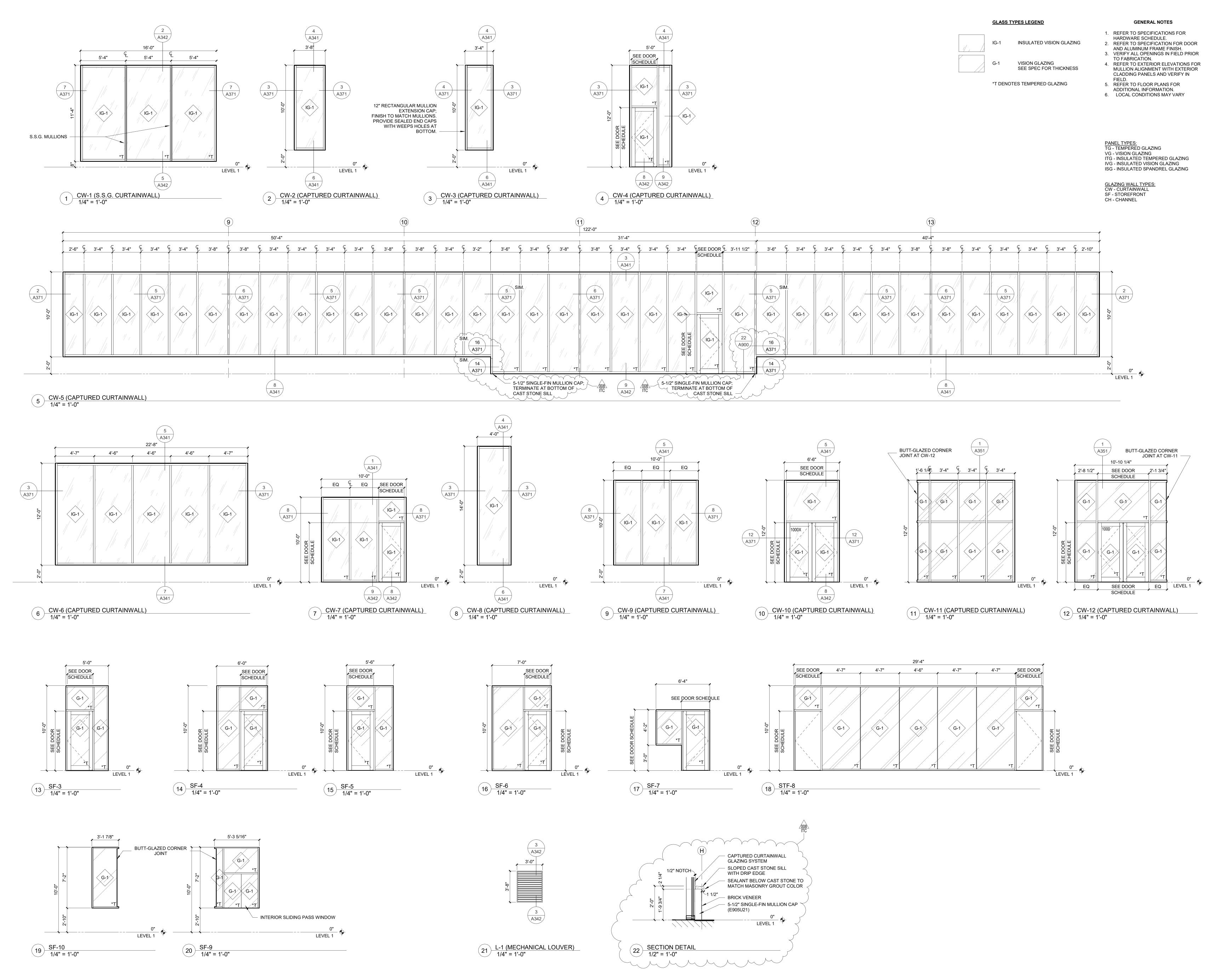
Revision Description

ITC 001 ITC 001 05/19/2023 ITC 008 ITC 008 09/20/2023

22210000 Sheet Issue Date 100% CDs 03/21/2023

Sheet Name **INTERIOR ELEVATIONS**

Sheet Number A602



1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |

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P. 319-362-9548 Landscape Architect TRAVERSE LANDSCAPE ARCHITECTS, LLC

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DESIGN ENGINEERS 8801 PRAIRIE VIEW LN. SW, SUITE 200 CEDAR RAPIDS, IA 52404 P. 319-841-1944

Mechanical Engineer

Electrical Engineer **DESIGN ENGINEERS** 8801 PRAIRIE VIEW LN. SW, SUITE 200 CEDAR RAPIDS, IA 52404 P. 319-841-1944

ADVANCED FOOD SERVICE CONSULTING 6201 SOUTH GATEWAY DR MARION, IA 52302 P. 319-447-3515

Revision Description

ITC 001 ITC 001

ITC 008 ITC 008 09/20/2023

OPN Project No. 22210000

Sheet Issue Date 100% CDs 03/21/2023

Sheet Name **OPENING ELEVATIONS**

Sheet Number



3900 Ingersoll Ave. Suite 110, Des Moines, IA 50312

Tel: 515-247-2353

Tel: 800-333-6008

Fax: 515-247-2352

Piper Sandler & Co. Since 1895. Member SIPC and NYSE

February 15, 2024

Jon Galbraith, SBO Linn-Mar Community School District 2999 N Tenth Street Marion, IA 52302

Re: Engagement Letter with Piper Sandler & Co.

Proposed Series 2024 School Infrastructure Sales, Services & Use Tax Revenue Bonds and potential Future Series funding generally defined projects: "LRC Renovations", "Performance Center" and/or "Activities Center"

We understand that the Linn-Mar Community School District, Iowa (the "Issuer" or "you") wishes to issue School Infrastructure Sales, Services & Use Tax Revenue Bonds (the "Bonds," the "Bond Issue" or the "Project") and has selected Piper Sandler & Co. ("Piper Sandler" or "we") to serve as placement agent or underwriter for the proposed issuance. We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the financing process.

Although Piper Sandler intends to work closely with you during the period preceding the pricing and sale of the proposed Bond Issue with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds, if needed, until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by Piper Sandler. This Agreement is therefore not a final commitment by Piper Sandler, express or implied, to underwrite, place, or purchase any securities, nor does it obligate Piper Sandler to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

During the term of our engagement, we will, as appropriate to the Transaction:

- a) consult with you in planning and implementing the Transaction;
- b) prepare various options and numbers to financing the project as requested
- c) assist with securing a rating on the proposed Bonds, if needed
- d) assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- e) assistance with disclosure counsel regarding the preparation of the official statement
- f) assist you in preparing for due diligence conducted by potential investors;
- g) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- h) Coordinate the closing effort for the Bonds

Page Two February 15, 2024

During the course of the engagement, Piper will to participate in discussions with bond counsel, finance officials or internal legal counsel of the Issuer to assist in advising the Issuer, as part of the underwriting process, of various financial structures for the proposed offering and their probable reception in the municipal bond markets.

Piper Sandler will perform due diligence respecting any offering documents as part of their obligation under federal securities laws. If a final commitment to underwrite the Bonds is approved by Piper Sandler, and subject to the conditions described above, Piper Sandler will underwrite the Bonds and manage a public offering of the Bonds. Further details regarding the underwriting will be set forth in a Bond Purchase Agreement to be executed at the time of pricing of the Bonds. The Issuer and its chosen counsel agree to cooperate with and assist Piper Sandler in connection with such duties.

Compensation. As compensation for Piper Sandler's services, the Issuer will pay Piper Sandler a fee to be determined by the nature of the offering as set forth in Schedule A hereto. Fees will be payable to Piper Sandler in the form of a Placement Agent fee or an underwriter's discount on the Bond Issue as set forth therein. The fees, disbursements and other charges of Piper Sandler's outside legal counsel will be added to the underwriter's discount, if necessary. Piper Sandler shall select such counsel in its sole discretion. Fees payable to Piper Sandler in the form of a placement agent fee shall be paying in immediately available funds, due at closing. The fee shall not be payable in the event the Transaction does not occur, other than for non-performance by You.

<u>Termination</u>. The Issuer may not terminate this Agreement at any time prior to completion of the Project other than for non-performance on the part of Piper Sandler, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to Piper Sandler for time served assisting with the Project shall be due and payable immediately by the Issuer. Piper Sandler may terminate this Agreement at any time on 30 days written notice.

Assignment. Neither Piper Sandler nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of Piper Sandler by a third-party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

No Advisory or Fiduciary Role. You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper Sandler, as a placement agent or underwriter, is in an arms-length commercial transaction between you and Piper Sandler and Piper Sandler has financial and other interests that differ from your interests; (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

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No Recourse for Tax Matters. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of interest on the Bond.

<u>Governance</u>. This Agreement will be governed by, and construed in accordance with, the laws of the State of lowa, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and Piper Sandler each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Consent to Jurisdiction; Service of Process, Jury Trial. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, lowa with respect to any actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in the Federal court sitting in Des Moines, lowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Issuer to Provide Information and Documents to Piper Sandler. The Issuer agrees to provide to Piper Sandler all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Issuer also agrees to complete, and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by Piper Sandler as part of due diligence requested by Piper Sandler in compliance with Piper Sandler's duties and obligations with respect to MSRB, SEC or other regulatory requirements

Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:

- a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
- d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

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Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both Piper Sandler and Issuer except that to the extent that any term of an executed Bond Purchase Agreement conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Agreement shall have precedence.

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Piper Sandler & Co., the enclosed original copy of this Agreement.

Very truly yours,

Matthew R. Gillaspie

Matthew R. Gillaspie Managing Director

Please acknowledge your acceptance by indicating below:

Linn-Mar Community School District, Iowa

Signature

Name

Barry Buchholz

Title

Board President

Date on which this letter is executed by the Issuer:

February 26, 2024

Acknowledgement of Approval of Engagement and Confirmation of Receipt of the Schedule A and Annex A Disclosures.



Schedule A - Maximum Fees

Re: Engagement Letter with Piper Sandler & Co.

Proposed Series 2024 School Infrastructure Sales, Services & Use Tax Revenue Bonds and potential Future Series funding generally defined projects: "LRC Renovations", "Performance Center" and/or "Activities Center"

*These issues are currently expected to proceed with Piper acting as Placement Agent. Only if that method of sale is not successful would Piper instead become the Underwriter and purchase the Bands directly from the District, or if believed to be more beneficial to the District Piper may become – under a separate engagement at such time as becomes necessary – Municipal Advisor for a conventional sales of the Bands.

If Placement Agent

Not to Exceed 0.65% of the par amount of bonds or notes sold to a bank or finance company outside of the District's geographical footprint, or Not to Exceed 0.50% of the par amount of bonds or notes sold to bank located within the District's geographical footprint; minimum \$22,500 per Series.

If Underwriter

All fees are calculated based on either the par amount of bonds offered or the gross initial offering proceeds, whichever is higher.

If the rating is "Aa3" (Moody's) or "AA-" (S&P) or higher, the maximum fee shall be 0.80% If the rating is "A3" to "A1" (Moody's) or "A-" to "A+" (S&P), add 0.90% If the rating is below "A3" or "A-", or the issue not rated, add 1.25%



Appendix A - G-17 Disclosure

Thank you for engaging Piper Sandler & Co. to serve as your underwriter or placement agent. We are writing to provide you with certain disclosures relating to the captioned bond issue (Bonds), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019). ¹.

Piper Sandler & Co. intends to serve as an underwriter or placement agent, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, we may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: 1) dealer-specific conflicts of interest disclosures (if applicable); 2) transaction-specific disclosures (if applicable); and 3) standard disclosures.

Dealer-Specific Conflicts of Interest Disclosures

Piper Sandler has not identified any actual or potential material conflicts of interest.

Transaction-Specific Disclosures

- <u>Disclosures Concerning Complex Municipal Securities Financing:</u>
 - Since we have not recommended a "complex municipal securities financing" to the Issuer or Obligor, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

Standard Disclosures

- <u>Disclosures Concerning the Underwriters' Role:</u>
 - o MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
 - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
 - o Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
 - o The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
 - o The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
 - o The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²
- Disclosures Concerning the Placement Agent Role:
 - o MSRB Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors.
 - Our primary role in this transaction is to facilitate the sale and purchase of municipal securities between you and one or more investors for which we will receive compensation.
 - Unlike a municipal advisor, a placement agent does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

¹ Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

- o The placement agent has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- o In the event an official statement is prepared, the placement agent will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.³

• Disclosures Concerning the Underwriters' Compensation:

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

<u>Disclosures Concerning the Placement Agent's Compensation:</u>

The placement agent will be compensated by a fee that was negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the placement agent may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters or placement agent to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

You have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

[.]

³ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.



Appendix B - Fixed Rate Bonds

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

Financial Characteristics

<u>Maturity and Interest</u>. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

<u>General Obligation Bonds</u>. "General obligation (GO) bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on "unlimited tax" GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas "limited tax" GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds. "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of



issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

Issuer Default Risk. You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Bonds payable from the general fund, particularly bonds without a defined revenue stream identified to pay debt service, reduce your flexibility to balance the general fund. Because a fixed debt service payment is required to be paid regardless of how your general fund is impacted by revenue losses or by increased expenses, you have less flexibility in the options available to you in assuring a balanced budget for your general fund.

General Fund Obligations that are Project Based. Some general fund obligations are issued for projects which are expected to generate revenues that will pay for some or all of the debt service on the bonds. In the event the project does not generate the anticipated levels of revenues available for debt service, or, in the extreme case, does not create any revenue available for debt service, you may need to make payments from other available general fund revenues. This may force you to reduce other expenditures or to make difficult decisions about how to pay your debt service obligation while meeting other expenditure needs.

General Fund Obligations that are Subject to Annual Appropriation. Some general fund obligations require that debt service is subject to annual appropriation by your governing body. If your governing body decides not to appropriate payments for debt service, your credit ratings may be negatively impacted and you may be forced to pay a higher interest rate on future debt issuance or may be unable to access the market for future debt issuance.

For all bonds, a default may negatively impact your credit ratings and may effectively limit your ability

to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, it may be necessary for you to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

<u>Redemption Risk</u>. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

<u>Refinancing Risk.</u> If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

<u>Reinvestment Risk</u>. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

<u>Tax Compliance Risk</u>. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

Appendix C - MSRB Rule G-23 Disclosure

Linn-Mar Community School District (lowa) acknowledges and agrees that: (i) the primary role of Piper Sandler, as an underwriter or placement agent is to purchase securities for resale to investors or place securities with investors in an arms-length commercial transaction between the Issuer and Piper Sandler and that Piper Sandler has financial and other interests that differ from those of the Issuer (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto irrespective of whether Piper Sandler has provided other services or is currently providing other services to the Issuer on other matters (iii) the only obligations Piper Sandler has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein.

Annex A

You agree to (i) indemnify and hold harmless us, our affiliates (within the meaning of the Securities Act of 1933), and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (within the meaning of the Securities Act of 1933) (each of Piper Sandler and such other person or entity is hereinafter referred to as an "Indemnified Person"), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect

thereof, to which any Indemnified Person may become subject arising out of or in connection with our engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the "Agreement"), regardless of whether any of such Indemnified Persons is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person's legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation, whether or not such action, inquiry, proceeding or investigation is initiated or brought by you, your creditors or stockholders, or any other person. You are not responsible under clause (i) of the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person's gross negligence or willful misconduct, such Indemnified Person will promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your stockholders on the other hand in connection with the Transaction or Sale, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and you as well as any other relevant equitable considerations; provided, however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, expenses, damages, liabilities or expenses in connection with any Transaction or Sale exceed the amount of the fee actually received by us pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Transaction or Sale will be deemed to be in the same proportion as the aggregate fee paid or proposed to be paid to Piper Sandler in connection with the Transaction or Sale bears to the aggregate consideration paid or proposed to be paid in the Transaction or Sale, whether or not consummated.

Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified Person will, if a claim in respect thereof is to be made against you pursuant to this letter, notify you in writing of the commencement thereof; but omission so to notify you will not relieve you from any liability which you may have to any Indemnified Person, except your obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that you suffer actual prejudice as a result of such failure, but will not relieve you from your obligation to provide reimbursement of expenses and any liability which you may have to an Indemnified Person otherwise than hereunder. If you so elect, you may assume the defense of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to us) and payment of expenses, provided you permit an Indemnified Person and counsel retained by an Indemnified Person at its expense to participate in such defense. Notwithstanding the foregoing, in the event (i) you fail promptly to assume the defense and employ counsel reasonably satisfactory to us, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred; provided however, that you will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

You will not, without our prior written consent, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request

for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.

LICENSE AGREEMENT COMMERCIAL

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

- 1. DEFINITIONS
- 1.1 "Trademarks" means the word and logo marks depicted in Exhibit A.
- 1.2 "Licensed Product" means the products bearing the Trademarks.
- 1.3 "Royalty Rate" means the percentage defined in Exhibit B.
- 1.4 "Net Sales" means Licensee's gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted, nor shall any deduction be allowed for any uncollectible accounts or allowances.
- 1.5 "Licensed Market" means the types of products that may be marked with the Trademarks, as defined in Exhibit B.
- 1.6 "Customers" means the people to whom Licensed Products may be sold, as defined in Exhibit B.
- 1.7 "Term" means the period of time, as defined in Exhibit B, starting from the Effective Date.
- 2. LICENSE
- 2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made, and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.
- 2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate time Net Sales.
- 2.3 Code of Conduct. The grand of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.
- 3. LICENSOR'S CONTROL
- 3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain a Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.
- 4. USE OF THE TRADEMARK
- 4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.
- 4.2 Proper Notice and Acknowledgement. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.
- 4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.
- 4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the

Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

- 5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.
- 5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.
- 5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

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

7. MISCELLANEOUS

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

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

Please print (except for your signature) and provide all the information requested.	
Licensee: (Commercial)	
Full Name of Entity: Scrapmania LLC	
Purpose of Use of Licensed Materials:	
Contact's Title/Position: Stacy Wolrab/OWNer	
Contact's Name (print): Stacy Wolrab	
Contact's Signature: Story Wolfeb Date Signed: 1-20-24	
Contact Information: Phone: <u>(319) 377-9999</u> Email: <u>CRSCRAPMANIA@GMAIL</u> . CON Full Address: <u>4750 Tana</u> St. SE	
CR, IA. 52403	
Linn-Mar Community School District 2999 N 10 th Street, Marion, IA 52302 District Contact: Business Services Email: sofferman@linnmar.k12.ia.us Phone: (319) 447-3145	
Board President's Name (printed): Barry Buchholz	
Board President's Signature: Date:	

Exhibit A

a)



b)



c)



d)



e)



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

Commercial Royalty Rate: 8%

Licensed Markets: Everything not prohibited by Code of Conduct

Customers: Everyone Term: One (1) year

Reporting Period: Quarterly

CODE OF CONDUCT COMMERCIAL

Prohibited Items. Licensee shall not use any Trademarks in connection with the promotion of sexual activity or tobacco, alcohol or illegal drug use including refraining from using the Trademarks i) in combinations with any positive or neutral mention of sexual activity, tobacco, alcohol, or illegal drugs; and ii) on any item used during sexual activity or used for consuming tobacco, alcohol, or illegal drugs. **Supplier Performance.** Licensee is expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Licensee shall not engage in unscrupulous business practices and misrepresentations of any type. Licensee and its representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public. Licensees may be subject to formal evaluations.

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

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

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

Workers' Rights. Employees of Licensee and subcontractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual, or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute,

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

political belief/party preference, or socio-economic status.

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- 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: (Commer	cial)
Full Name of Entity: ViP	S
Purpose of Use of Licens	ed Materials: Print Logo on Vinyl Print for whiteboard used by LM Baseba
Contact's Title/Position:	VP of Operations
Contact's Name (print):	Becky Weiss
Contact's Signature:	Becky Weiss Date Signed: 2/20/2024
Contact Information:	Phone: 319-377-4078
	Email: becky@vipschools.com Full Address: 5745 Winslow Road, Marion, IA 52302
Licensor: Linn-Mar Community Sch 2999 N 10 th Street, Mario District Contact: Business Email: sofferman@linnm Phone: (319) 447-3145	on, IA 52302 s Services
Board President's Name	(printed): Barry Buchholz
Board President's Signati	ure: Date:

Exhibit A

a)



b)



c)



d)



e)



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

Commercial Royalty Rate: 8%

Licensed Markets: Everything not prohibited by Code of Conduct

Customers: Everyone Term: One (1) year

Reporting Period: Quarterly

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

Compensation. Licensee shall ensure that its employees and the employees of all its subcontractors, shall earn at least the minimum wage as required by the law of the location of manufacture. **Working Conditions.** Licensee shall provide a safe and healthy working environment and have a safety

program that proactively identifies and eliminates workplace hazards. Employees shall not be required to work more than the limits on the regular hours allowed by the law of the location of manufacture. **Workers' Rights.** Employees of Licensee and subcontractors shall have the right to speak up about working conditions without fear of retaliation. No employee may be subjected to physical, sexual, or verbal harassment. No employee may be discriminated against in employment in any way on the basis of race, creed, color, religion, gender, age, national origin, marital status, sexual orientation, gender identity, covered military veteran, disability, genetic information, familial status, physical attribute, political belief/party preference, or socio-economic status.

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



Excursions and Trips Request Form

Code 603.3-E

Date Request Received by CFO/COO: 25 24 (5)

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer **NOT LESS**THAN FOUR WEEKS PRIOR TO THE PROPOSED EXCURSION/TRIP AND PRIOR TO ANY TRAVEL

ARRANGEMENTS BEING FINALIZED.

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

THE REQUEST WILL INCLUDE:

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

EXCURSION/TRIP CRITERIA: The following checklist <u>MUST BE</u> signed and submitted to the Chief Financial/Operating Officer with required documentation <u>NOT LESS THAN 4 WEEKS PRIOR TO</u> the proposed excursion/trip and prior to any travel arrangements being finalized:

Group:	HOSA	Submitted by: _	Lechner,	Chad
	(Examples: Robotics, FBLA, etc.)		(Name)	

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	1
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	/
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	~
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	~
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. <i>Reference Board Policy 603.3.</i>	V
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.	~
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	
Building Principal Approval		Fach Middal Date	2/2/24
Chief Financial/Operating Officer Approval		Date	2/6/24
Board of Directors App	roval	Date	

Adopted: 2/99 / Reviewed: 9/13; 2/15; 4/18; 6/21 / Revised: 8/16; 11/17 / Related Policy: 502.1; 503.6; 603.3; 603.3-R1

HOSA State Leadership Excursion Request Form State Leadership Conference 2024

Purpose and Objective

Attend the Iowa HOSA (Future Health Professionals) State Leadership conference which is attended by multiple students from various schools around the state. Each year, Iowa HOSA holds an annual statewide conference which brings student members together with industry, post-secondary, and community leaders in a competitive showcase that recognizes both technical skill and leadership development. The conference includes competitive events, election of officers, and a recognition ceremony. This year's State Leadership Conference will be held March 3-4, 2024, for local club members. We also have four state officers who will need to stay overnight an extra day on March 2nd to help plan and prepare for the conference.

March 3-4, 2024 for 19 local club members

March 2-4, 2024 for 4 state officers (Melissa Wang, Amy Miller, Riya Anand, Diya Patel)

Events held at Drake University in Des Moines, IA Hotel Home2 Suites Des Moines at Drake University 2650 University Ave, Des Moines, IA 50311 1-515-264-7960

Pre-Qualifying

Students attending: Melissa Wang, Amy Miller, Riya Anand, Diya Patel Lily Caton, Chayse Lausen, Mariam Kiani, Reed McCabe, Sahana Nagarajan, Jahita Inturi, Ananya Oli, Samantha Allen, Nina Uyyala, Mahammed Kiani, Priyanka Onteru, Hasini Vaddi, Annalise Ton, Sophia Yerke, Maclynn Hannan, Syamala Akula, Sofia Romero, Sahana Nagarajan, Harini Balagi, Rachel Hora

Deadline for registration is February 10, 2023 via HOSA.

Detailed plans of Supervision

Melissa Wang, Amy Miller, Riya Anand, and Diya Patel are state HOSA officers and are required to arrive a day early to prepare for the conference. Iowa HOSA will cover the cost of state officer hotel fees. State officer parents will provide their transportation to Des Moines on March 2nd and will travel back with Linn-Mar HOSA club at the conclusion of the conference on March 4th. Kade Copple, Iowa HOSA state supervisor will supervise state officers through duration of their officer meetings on March 2-3. director@iowahosa.org

Kade@iowahosa.org

515-864-8355

Supervision of members on March 3-4, will be provided by: Chad Lechner (club sponsor).

Either a parent volunteer TBD, and/or Chad's wife, Debra Lechner will act as another adult chaperone.

Transportation of members to the conference will be provided by: School Bus.

Itinerary (tentative as of 12-22-23)

Sunday, March 3 2024

Noon depart Linn-Mar High School

9:30 AM Registration

10 AM Opening Session

11 AM Competitive Events – Health Professions & Emergency Preparedness

1 PM Lunch

2 PM Competitive Events – Leadership

2 PM Member Workshops

3PM Advisor Meeting & Professional Learning

5 PM HOSA Bowl

6 PM Explore Des Moines – Chapter Time (Meal)

11 PM Curfew

Monday, March 4 2024

9 AM Competitive Events - Teamwork

9 AM Member Workshops

11 AM College and Career Fair

12 PM Lunch

2 PM Closing Awards Ceremony

5:30 PM Arrive back at Linn-Mar

Follow-up

This will be a team building experience for our local chapter. Individual students competing in events may advance to national and international events.

Assessment

They will not be taking a test per say but will have to follow through with duties of the State Officer position.

Funding

lowa HOSA will pay for the lodging and all of meals for state officer. Local chapter members will provide conference and hotel fees totaling \$140. This includes conference registration and hotel fee.

Chaperones and bus driver hotel expenses will be covered by prior fundraising the club has completed.

Fundraising that the local chapter has completed may also be used to offset some of the student cost.

Common Experience

For students interested in health care professions and leadership experiences. Team building for our local chapter of HOSA.

Multi-disciplinary

The leadership skills they learn are transferrable to many facets of their life.





Excursions and Trips Request Form

Code 603.3-E

Date Request Received by CFO/COO:

0: 2/5/24(50)

A written request for overnight excursions/trips must be submitted to the Chief Financial/Operating Officer **NOT LESS**THAN FOUR WEEKS PRIOR TO THE PROPOSED EXCURSION/TRIP AND PRIOR TO ANY TRAVEL

ARRANGEMENTS BEING FINALIZED.

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

THE REQUEST WILL INCLUDE:

- a. Rationale for the excursion/trip including the purpose and objectives
- b. Clarification if request is dependent upon pre-qualifying for event
- c. Detailed plans for student supervision
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Group: FFA (Examples: Robotics, FBLA, etc.)

Submitted by: Lemme

(Name)

Criteria		Description	Provided		
Purpose	Required	Purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3.			
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	√		
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	~		
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	✓		
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. <i>Reference Board Policy 603.3.</i>	V		
Common Experience Recommended		This excursion/trip is a common experience that all students at this grade level or activity group should have.	V		
Multi-disciplinary **Recommended** This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.		✓			
Building Principal Approval		Fuch Middal Date	2/2/24		
Chief Financial/Operating Officer Approval		Date	216/24		
Board of Directors App	roval	Date			

District FFA Leadership Contests and Convention - 2024

Sponsorship: Iowa FFA Association (Northeast District FFA)

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

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

Witten Request: See details below!

Rationale/Purpose: This activity allows FFA members that have advanced in a leadership contest from sub-districts to compete at the district level.

Pre-Planning:

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

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

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

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

Funding: Students will pay \$20 to offset the cost of the hotel room and Friday night's pizza meal. Contest fee and meal is paid by the chapter as part of annual district chapter dues.

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

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

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

See attached email for additional details!





Excursions and Trips Request Form

Code 603.3-R2

Date Request Received by CFO/COO: 2/16/24

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

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

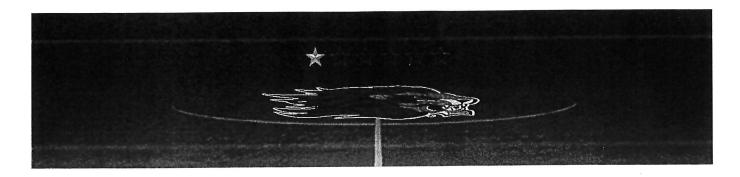
The request will include:

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

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

Group: Boys Soccer Submitted by: Covey Brinkmeyer (Name)

Criteria		Description	Provided
Purpose	Required	Purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)	
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. <i>Reference Board Policy 603.3.</i>	
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.	
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.	
Building Principal Appro	oval	Date Date	2 18-26
Chief Financial/Operating Officer Approval		Date Date	2-19-2
Board of Directors App	roval	Date	11-2



To whom it may concern:

The Varsity Boys Soccer team has been invited to participate in a multi-team tournament against many of the top-tier Des Moines area schools. After suffering a handful of injuries last year, when two games were played on the same day, we asked about the possibility of playing Friday/Saturday, to which the host team, WDM Valley, has obliged. On April 12th, we will play the WDM Valley Tigers at 7pm, followed by an April 13th game vs the Waukee NW Wolves at 8:30am.

Purpose

The purpose of traveling to Des Moines to play these teams is to compete with teams outside of our conference, and versus teams we believe will help elevate our own team's level of play. Many of the schools participating are "regulars" at the State Tournament at the end of May/beginning of June.

Itinerary

April 12, 2024

Leave from LMHS with four school vans on Friday, April 12, at 2:00pm. Travel to Des Moines, check into rooms at the hotel (Fairfield Inn & Suites); four athletes per room, two coaches per room. A pre-game meal will be paid for by the players and parents, and paid for/ordered in advance; parents will deliver to the hotel. The team will depart from the hotel at 5:30pm and head to Valley Stadium for their 7pm match. Following the game, the team will head back to the hotel and have a light post-game meal (paid for by players and parents in advance) before turning out the lights for the night, at 11pm.

April 13, 2024

Wake-up call and a light breakfast will begin at 6am. (Breakfast will be paid for in advance by the players and parents, and delivered to the hotel by parents.) The team will check out, and leave the hotel at 7am for Tiger Field (at WDM Valley High School). Kickoff is scheduled for 8:30am. Following the match, the team will stop for lunch (paid for by the players and parents) before leaving the Des Moines area, and returning back to Marion.

Cost

\$154 per double queen (8) for a total of \$1,232.00. Jay Lehman (Athletics) and Boys Soccer will split the cost of the hotel.

Number of Participants & Coaches

24 student-athletes

4 coaches



Excursions and Trips Request Form

Code 603.3-R2

Date Request Received by CFO/COO: 2 22 24 6

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

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

The request will include:

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

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

Group: FD

(Examples: Robotics, FBLA, etc.)

Submitted by:

(Name

Criteria	CONTRACTOR OF THE	Description	Provided	
Purpose	Required	Purpose of excursion/trip is clearly defined and " is a vital part of the curriculum or current activity." Reference Board Policy 603.3.	/	
Pre-Planning	Required	Evidence of pre-planning that will maximize the learning experiences of students on this excursion/trip. (Dates, location, number of student participants, plan for supervision, proposed itinerary, hotel, cost/budget source, required participation paperwork, clarification if request is dependent upon pre-qualifying for an event, etc.)		
Follow-Up	Required	Evidence of planning for follow-up in order to maximize the learning experiences of students on this excursion/trip.	V	
Assessment	Required	Evidence that students will be required to demonstrate their understanding of the learning expected from this experience.	1	
Funding	Required	Source of funding has been determined that meets Department of Education and district guidelines. <i>Reference Board Policy 603.3.</i>	/	
Common Experience	Recommended	This excursion/trip is a common experience that all students at this grade level or activity group should have.	1	
Multi-disciplinary	Recommended	This excursion/trip addresses more than one curricular area and offers the opportunity for curriculum integration.		
Building Principal Approval		Fack M. Hull Date	2/20/24	
Chief Financial/Operating Officer Approval		Date	2/23/24	
Board of Directors Appr	roval	Date	0.7-27-5	

Overnight Field Trip Request Form

Linn-Mar Future Business Leaders of America to attend and compete at the FBLA State Leadership Conference
March 24-26, 2024

DoubleTree by Hilton Cedar Rapids Convention Complex 350 First Avenue Northeast, Cedar Rapids, IA, 52401

Purpose: What is the purpose of this field trip/work site visit?

This conference is the culmination of the work, learning and experience of the students in FBLA. Students compete in events against other state chapters to become eligible to advance and compete at the National FBLA Conference. This event will allow students to showcase their ability in many areas of business and highlight the learning that has occurred in a combination of classes, conferences, and experiences in our high school. Students will also represent the local Linn-Mar Chapter and lowa State Chapter during State voting sessions.

Pre-Planning: How are you planning to maximize the learning experiences of students on this field trip/work site visit?

The experiences in their core and elective classes, along with the regular meetings in FBLA and other conferences, will be good preparation for the skills necessary to do well at the conference. We have also provided preparatory sessions in test taking and presentation that will allow our students to excel at the conference. Students have attended many individual sessions and sought out mentor relationships with current or former business owners who have provided valuable insight to evaluate presentations or tests to help them do well in their competitions. The advisers are present at these sessions and have input to help the students achieve to the best of their ability. Students with prejudged projects participated at the FBLA Regional Competition in January. Professional judges provided feedback and suggestions for changes prior to the students' final submission for the State Competition.

Follow-Up: Explain a follow-up plan that will maximize the learning experiences of students on this field trip/work site visit?

Students who attend SLC will share their experiences with membership during the "Membership Drive" in the fall of the next school year. During the State Conference planning, students will share their experiences at SLC with other students who choose to compete in the same event. They pass on their knowledge.

Students will receive their scores/critique from the judges. Students can begin to prepare for competition the following year.

Assessment: How will students be required to demonstrate their understanding of the learning expected from this experience?

Student will compete against other students from across the state. Competitions are scored. Students receive their scores and explanation of that grade in writing from the judges. Students who place in the top six are recognized during the Awards Ceremony and advance to national competition.

Funding: Describe your sources of funding that meets both Department of Education and District guidelines.

Proceeds from working Iowa Hawkeye Football concessions and Aramark events contribute to funding the conference. Students will be responsible for the cost of shirts, meals and activities.

Common Experience: What are the benefits of this field trip/work site visit that ensure all students at this grade level/activity will have the experience they should?

All students are competing in events in which they have interest, knowledge, experience and learning from life and school. They get to experience "real life" situations that will better prepare them for the business world. They also will participate in the election and installation of the lowa FBLA State Officers.

Multi-Disciplinary: Address how this field trip/work site visit will address more than one curricular area and how it offers the opportunity for curriculum integration.

Students will be able to use verbal and written skills developed in other disciplines to help in competing in their events. Many of the skills learned in their Math and English classes will help in producing quality work. Experiences in leadership roles for other organizations will also benefit them in their efforts.

Overnight Accommodations
DoubleTree by Hilton Cedar Rapids Convention Complex
350 First Avenue Northeast
Cedar Rapids, IA, 52401

March 24-26, 2024 (2 nights) \$170.00 per night x 10 rooms x 2 nights=\$2,400.00 Total Cost

Mode of Transportation

Linn-Mar FBLA will request Linn-Mar transportation from the high school to downtown Cedar Rapids, IA and the return trip.

Conference Expenses Per Person \$211.94

Conference registration, payable to FBLA-PBL Student \$105 x 27 = \$2,835.00 Student-no stay \$140 x 1=\$140 Advisers $$65 \times 3 =195.00 Lodging $$170 \times 10 \times 2 = $3,400.00$ Total Expense: \$6,570.00



STATE **LEADERSHIP** CONFERENCE



CEDAR RAPIDS | MARCH 24-26, 2024

Sunday, March 24, 2024

Headquarters. Registration. The FBLA Store. Competitive Events. Leadership Lounge. Adviser Meeting. First Year & New Member Social. Pre-Purchased Dinners. Senior Social (Treats provided to Senior class). Opening Session. Entertainment - Hypnotist. Curfew.	
Monday, March 25, 2024	
Headquarters. The FBLA Store. Business Session. Leadership Lounge. Junior Breakfast (Pastries provided to Junior class). Business & Career Fair (Exhibitors). Competitive Events. Workshops. Lunch (Complimentary lunch to all Attendees). NLC 2024 Meeting. Pre-Purchased Dinners. Experience Cedar Rapids. Social Activities. Curfew.	8 AM - 5 PM 8 AM - 9 AM 9 AM - 2 PM 9 AM - 10 AM 10 AM - 2 PM 8:30 AM - 5:30 PM 130 AM - 3 PM 130 AM - 2 PM 3:30 PM - 4:30 PM 5 PM - 7 PM
Tuesday, March 26, 2024	
Headquarters. The FBLA Store. Relay Events. March of Dimes Mini-Walk. Gold Chapter Reception (Complimentary pastries provided). Awards of Excellence Session.	8 AM - 1 PM 8 AM - 9 AM 8 AM - 9 AM 8 AM - 9 AM

Tentative schedule as of January 1, 2024, subject to change. Please refer to the conference program for the official schedule.





Cedar Falls Robotics 1 3/21/24 - 3/23/24 Regional

Code 603.3-R2

Exhibit 707.5

FIELDTRIPS AND EXCURSIONS - REQUEST FORM

A written request for overnight trips must be submitted to the building principal not less than four weeks prior to the proposed trip and prior to any travel arrangements being finalized. The request will include: objectives and purposes of the trip; the need, rationale, and justification for an overnight trip; detailed plans for student supervision on the trip; and a complete itinerary and budget of the trip. The school district will be responsible for obtaining a substitute teacher if one is needed. Following fieldtrips and excursions, the teacher shall submit a written summary of the event.

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

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

Fieldtrip Criteria:						
The following chec	eklist must	be submitted	d for overnight trip	s along with the r	equired d	ocumentation;
Fieldtrip Group:	LM	Robotics	,	Submitted by:	Dan	Niemitalo
		obotics FRLA et			(Name)	

Criteria		Description	Yes	No
Purpose	Required	The purpose of the fieldtrip/work site visit is clearly defined and " is a vital part of the curriculum or current activity." Reference: Board Policy 603.3	1	
Pre-Planning	Required	There is evidence of pre-planning that will maximize the learning experiences of students on this fieldtrip/work site visit. This should include a prior visit by the teachers in charge. This could include evidence that a conscious decision has been made as to whether this fieldtrip/work site visit or excursion is an initial common experience or a culminating experience.	1	
Follow-up	Required	There is evidence of planning for follow-up in order to maximize the learning experiences of students on this fieldtrip/work site visit or excursion.	1	
Assessment	Required	There is evidence that students will be required to demonstrate their understanding of the learning/s expected from this experience.	/	
Funding	Required	A source of funding has been determined that meets Department of Education and District guidelines. Reference: Board Policy 603.3	1	
Common Experience	Recommended	This fieldtrip/work site visit is a common experience that all students at this grade level or activity group should have.	/	
Multi- disciplinary	Recommended	This fieldtrip/work site visit, excursion addresses more than one curricular area and offers the opportunity for curriculum integration.	1	
School Admini	strator Approval	Fuch Mistof Date	2/2	0/2
District Administrator Approval		Date Date	2/23/	124
Board Approva	ıl	Date		-(-

Students who are eligible for a fee waiver will be covered through the use of contingency or discretionary funds as appropriate.

Adopted	2/1/99	Reviewed	9/08: 7/11	9/12:	9/13: 2/15	Revised 10/08:	1/10: 8/16
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2024 Iowa FRC Regional Competition, Cedar Falls, IA Submitted: 02/20/24

Purpose of Field Trip

Linn-Mar Robotics Mission Statement:

Empowering students to become technology leaders through experiential learning and mentorship.

Trip Date: 03/20/24-03/22/24

Our team's activities flow from our mission statement. This competition trip meets our goals in a variety of ways.

- Provide students with experiences that are similar in many ways to the business world; that includes
 communicating in a professional manner with people from other organizations, solving problems on a
 tight time table, using technical knowledge in a high pressure situation, looking for best practices
 within other organizations, marketing our team and our "product" to other organizations, and more.
- Practice leadership in a variety of settings within the competitions; that includes leading the scouting effort, leading the drive team, organizing the pits, acting as a safety captain, and more.
- Practice many of the relevant technical and non-technical skills we have been working on in LM Robotics, including troubleshooting, programming, problem solving, communication, and data management.
- Attempt to advance to the FIRST World Championship in April in Houston. Attending this event would be a very inspiring opportunity for all students involved.
- Learn best practices from other teams. Some of the teams that will be in attendance at this event are
 world class teams with really well organized, highly respected, and historically successful programs.

2024 Iowa FRC Regional Competition, Cedar Falls, IA Submitted: 02/20/24

Pre-Planning and Follow-Up

Every student will be assigned one or more roles prior to the trip. These role descriptions include preparation that is to be done prior to the trip. All of the roles include a follow-up component, such as reporting to the team on best practices learned from other teams.

Trip Date: 03/20/24-03/22/24

Roles have been provisionally assigned (attached), but in the coming weeks we will refine these roles as the competition approaches.

<u>Assessment</u>

The trip will be assessed in multiple ways. The competitive success of the team is one such measure; we hope to rank highly enough to be alliance captains, then advance through elimination rounds and win the tournament.

After we return from the event, we will have a significant debriefing meeting with the team. Students in the various roles will discuss their findings, and we will create a list of resulting tasks to be done. This information will create jobs for students to work on in future meetings, and that work will help the team get better at accomplishing our mission.

One of the benefits of this event is that it can inform our future work. We will use what we learn on this trip to direct our FRC team's workload in the coming weeks and months.

Two weeks after this competition, we will compete in LaCrosse, WI, and we will use the lessons learned from the lowa Regional to make plans and improvements so we can do our best in LaCrosse. We pride ourselves in our ability to put in the work required to continue making improvements on a short timeline during the competition season.

2024 Iowa FRC Regional Competition, Cedar Falls, IA Submitted: 02/20/24

Funding – Travel

Travel expenses are paid for by students' families. The trip is optional, and we will explore scholarship possibilities if students have a financial need and want to attend.

Trip Date: 03/20/24-03/22/24

Projected expenses are as follows:

Hotel Rooms: \$167 x 6 rooms x 2 nights	\$2000
Rental Vans (3 vans x 3 days):	\$600
Van gas:	\$120
Group lunch / breakfast food (2 meals provided)	\$350
Parking:	\$30
Approximate Total:	\$3100

With adult mentors paying their hotels separately and approximately 13 students attending, this puts the cost per student at \$230 per student. Students' families will pay for the costs before the trip. Students will also be responsible for bringing money along for three supper meals on the road and a breakfast meal (concessions) at the competition venue: (approximately \$60). Lunches will be provided as part of the trip cost.

Funding – Other Expenses

The registration fees and parts/tools costs for this event are covered by the LM Robotics general budget.

The robot is already built, but we continue to work on upgraded mechanisms to improve our performance at the event.

LM Robotics' general budget (HS clubs account 21.0109.1900.950.7426) is funded as follows:

- Donations from businesses and non-profit organizations
- Donations from familieş and mentors
- LM Booster Club support
- Fundraising through summer robotics and Lego camps

2024 Iowa FRC Regional Competition, Cedar Falls, IA Submitted: 02/20/24

Common Experience

The competitions are the most exciting and energizing parts of our endeavors. These competitions motivate students to work very hard and achieve some impressive things. Often when students come back from their very first competition, they come back with a higher level of motivation and go on to become stronger contributors. Also, competitions give them some experiences that they don't get in the shop. For example, they work cooperatively with allies from other schools even as they compete with them (FIRST refers to this highly workplace-relevant dynamic as "coopertition"). They act as ambassadors to introduce spectators to FIRST and its goals and principles. They give their award presentations to judge panels. They work to solve tricky unexpected problems in the very short time available – often just minutes.

Trip Date: 03/20/24-03/22/24

FIRST emphasizes an ethos of Gracious Professionalism at all meetings and events related to FIRST. Students and mentors are expected to behave professionally, but also to relate in a friendly and helpful way to everybody, including competitors. It is common to see one team helping another team at events, even if they know they will face each other in the next match. The goal is for everybody to compete at an increasingly high level. Gracious Professionalism is a standard of behavior that will serve students very well when they become technology leaders.

Multi-Disciplinary:

The students will use and be exposed to many different STEM skills on any robotics trip; those include mechanical design, programming, and electronics. Beyond the many STEM skills, they also put their communication, leadership, and interpersonal skills to the test. The scouting team organizes itself complete a marathon of data collection, and then they have to organize and disseminate that data using a combination of paper, face to face communication, excel, and web application use. The drive team has to assert itself tactfully to advocate for the best strategies for our team and for our entire alliances, even when the alliance partners may sometimes start off with dearly held, yet suboptimal strategic plans. The pit crew must work safely yet quickly and effectively to keep the robot running even when they have only minutes to work. The software team has to keep their cool and maintain their creativity as they tackle vexing bugs that pop up at the least convenient times. Business oriented members of the team will focus partly on scouting other team's organizational and business practices with plans to share ideas with our team later on. All students will be required to frequently practice effective communication with people they don't know.

2024 Iowa Regional Trip Itinerary FIRST Robotics Regional Competition Cedar Falls, IA

Thursday, 0	3/21/24	Friday, 03/2	Friday, 03/22/24		
6:00 AM 6:30 AM 6:45 AM 7:45 AM 8:30 AM 9:00 AM 11:00 AM 12:00 PM 6:30 PM 7:00 PM 9:00 PM 10:30 PM 11:00 PM	Mentors pick up vans at transportation Meet at LMHS robotics shop Depart from LMHS Load-In, at Arena (5 reps) Arrive at Arena Registration Maintenance Pits open Robot Inspection Driver's Meeting Lunch at arena Practice Matches Begin Practice Matches End Supper near hotel (tentatively) Pits close (we may leave earlier) Team meeting In rooms Lights Out	7:15 AM 7:45 AM 8:00 AM 8:30 AM 8:55 AM 12:00 PM 1:00 PM 5:45 PM 6:15 PM 7:00 PM 10:30 PM 11:00 PM Saturday, 03 7:00 AM 7:45 AM 8:00 AM 8:55 AM 12:15 AM 12:30 PM 1:30 PM 1:30 PM 5:30 PM 7:00 PM	Breakfast at hotel Leave hotel Arrive at Arena Pits Open Opening Ceremonies Qualifier Matches begin Tailgate Lunch Matches resume Awards ceremony, Pits Close Return to hotel Pizza at hotel Scouting meetings In rooms Lights out 3/23/24 Check Out + Breakfast at hotel Leave hotel Arrive at arena Opening Ceremonies Qualifier Matches Resume Alliance Selections for Playoffs Tailgate Lunch Playoff Rounds & Awards Event finishes; pack up, load vans Supper on the road Arrive back at LMHS		
Hotel Holiday Inn Express 2127 La Porte Road Waterloo, IA Telephone: 13192747000		Arena McLeod Cer 2501 Hudsor Cedar Falls,			
Transportati Travel via rer		Coach Cont Dan Niemita	act Info lo: 319-400-2730		



2024 REGIONAL SCHEDULE IOWA REGIONAL

Competition Schedule

Wednesday, March 2	O th
6:00PM - 8:00PM	5 Team Reps to Load In and Set Up Pits

Thursday, March 21 st					
7:45AM	5 Team Reps to Load In				
8:30AM	Pits, Machine Shop, Registration and Inspection Open				
9:00AM	Load-in Ends				
9:00AM - 11:00AM	Driver's Meeting, Field Open for Measurement and Calibration				
11:00AM - 12:00PM	Lunch				
12:00PM - 6:30PM	Practice Matches				
8:00PM	Pits and Machine Shop Close				

Friday, March 22nd	
8:00AM	Pits and Machine Shop Open
8:30AM - 8:50AM	Opening Ceremonies
8:55AM - 12:00PM	Qualification Matches
12:00PM - 1:00PM	Lunch
1:00PM - 5:45PM	Qualification Matches
5:45PM - 6:15PM	Awards Ceremony
~6:30PM**	Pits and Machine Shop Close immediately following Awards Ceremony

Saturday, March 23 rd					
8:00AM	Pits and Machine Shop Open				
8:30AM - 8:50AM	Opening Ceremonies				
8:55AM - 12:15PM	Qualification Matches				
12:15PM - 12:30PM	Alliance Selections				
12:30PM - 1:30PM	Lunch				
1:30PM - 5:00PM	Playoff Matches & Awards Ceremony				
~5:30PM**	Pits close 30 minutes following the close of the Closing Ceremony				

^{**}Schedule subject to change. All times are estimated based on flow of rounds.

See Pit Administration table for updated times.

School Finance Report January 31, 2023

Student Store-68

Total

\$50,000

\$139,082,282

\$26,779

\$27,039,974

\$30,220

\$65,767,081

58% of the School Year Complete Exp. Last Beginning Fund Exp % Exp **Balance Balance** Balance **Current Budget** Balance Y-T-D Revenue This Mon Month Exp Y-T-D (Budget) (Budget) (Revenues) (Fund) 1) Instructional (1000-1999) \$70,815,000 \$5,171,422 \$5,654,013 \$27,876,455 39.4% \$42,938,545 2) Support Services (2000-2999) \$33,612,000 \$2,974,796 \$2,717,644 \$18,306,099 54.5% \$15,305,901 Non-Instructional(3000-3999) \$5.035.000 \$472,788 \$393.744 \$2,122,643 42.2% \$2.912.357 4) Other Expenditures ((4000-6100) \$23,070,282 \$8,129,468 \$14,940,814 \$372,879 \$1,179,897 35.2% 5) Interfund Transfers \$6,550,000 \$414,744 \$2,937,868 \$3,612,133 \$449,405 44.9% Total \$139,082,282 \$9,406,629 \$10,394,703 \$59,372,533 \$79,709,749 42.7% Operating Fund-10 \$102,409,124 \$12,313,088 \$47,282,378 \$8,452,886 \$8,402,522 \$45,721,151 44.6% 56,687,973 1,561,227 13,874,315 Activity-21 \$1,100,000 \$804,717 \$633,020 \$52,169 \$87,530 \$516,681 47.0% 583,319 116,339 921,056 Management-22 \$1,375,000 \$1,443,078 \$1,235,735 \$0 \$170,975 \$1,432,491 104.2% (57,491 (196,756 1,246,323 PERL-24 \$602,000 \$435,095 \$10,924 \$80,391 13.4% 521,609 100,168 535,263 \$180,559 \$15,272 SAVE-33 \$10,050,000 \$3,752,185 \$5,773,160 \$431,937 \$487,776 \$4,494,228 44.7% 5,555,772 1,278,932 5,031,117 \$0 Other Capital Projects-31, 32, 35 \$731,158 \$1,160,230 \$20.977 \$1,000 \$1,168,547 159.8% (437.389 (1,147,570 12.660 PPEL-36 \$5,730,000 \$2,601,723 \$50,840 \$1,881,834 719,889 4,646,752 \$3,926,863 \$118,167 32.8% 3,848,166 \$12,150,000 \$346,133 \$5,980,361 \$0 \$720,181 \$2,032,360 3,948,001 4,294,134 Debt Service-40 16.7% 10,117,640 \$4,510,000 \$2,596,866 \$1,837,336 \$378,068 \$365,190 \$1,853,008 2,656,992 (15,672 2,581,194 Nutrition-61 41.1% Aquatic Center-65 \$375,000 \$234.938 \$191.612 \$25,750 \$20.334 \$169,472 45.2% 205.528 22.140 257.078

\$4,054

\$9,406,629

\$5,755

\$10,394,703

\$22,370

\$59,372,533

44.7%

42.7%

27,630

79,709,749

7,849

6,394,548

34,628

33,434,522

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2022-2023 Date Range: 07/01/2022 - 01/31/2023 Increases Decreases Title Debits Credits Account Number Beginning Balance Cash Balance 10.0001.0000.000.0000.101000 CASH IN BANK 18.298.023.87 58,204,916.87 12.868.771.31 52,775,664.31 CASH IN BANK 10.0002.0000.000.0000.101000 5,117.15 30.46 25.88 5,121.73 10.0008.0000.000.0000.101000 CASH IN BANK 1,046,112.93 16,548.35 0.00 1,062,661.28 CASH IN BANK 21.0001.0000.000.0000.101000 2,321.93 69,385.44 69,385.44 2,321.93 CASH IN BANK 21.0002.0000.000.0000.101000 786,937.35 2,694,753.35 2,581,461.49 900,229.21 22.0006.0000.000.0000.101000 CASH IN BANK 1,444,068.76 1,242,754.83 1,440,500.96 1,246,322.63 24.0001.0000.000.0000.101000 CASH IN BANK 0.00 20,419.75 20,419.75 0.00 24.0003.0000.000.0000.101000 CASH IN BANK 442,780.66 186,008.98 92,218.31 536,571.33 CASH IN BANK 32.0003.0000.000.0000.101000 0.00 0.00 80,000.00 (80,000.00)33.0003.0000.000.0000.101000 CASH IN BANK 3,141,624.27 7,085,845.04 5,195,422.00 5,032,047.31 35.0003.0000.000.0000.101000 CASH IN BANK 273,661.08 0.00 1,401,607.72 (1,127,946.64)CASH IN BANK 35.0008.0000.000.0000.101000 1,296,644.71 20,976.85 0.00 1,317,621.56 36.0003.0000.000.0000.101000 CASH IN BANK 4,092,386.80 2,630,574.80 2,042,953.26 4,680,008.34 40.0003.0000.000.0000.101000 CASH IN BANK 1,015,562.68 7,255,660.10 3,977,088.60 4,294,134.18 61.0001.0000.000.0000.101000 CASH IN BANK 0.00 1,107,868.74 1,107,868.74 0.00 CASH IN BANK 61.0004.0000.000.0000.101000 2,791,237.87 2,515,116.51 2,107,458.10 3,198,896.28 CASH IN BANK 65.0001.0000.000.0000.101000 0.00 174,236.47 174,236.47 0.00 65.0002.0000.000.0000.101000 CASH IN BANK 315,066.69 212,496.83 244,257.10 283,306.42 CASH IN BANK 68.0001.0000.000.0000.101000 0.00 177,692.16 177,692.16 0.00 CASH IN BANK 68.0002.0000.000.0000.101000 26,786.25 33,197.40 25,355.14 34,628.51 34,978,333.00 78.219.230.37 78.942.867.99 34.254.695.38

End of Report

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School Finance Report January 31, 2024

58% of the School Year Complete											
	Current Budget	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$71,715,574			\$5,375,566	\$5,664,964	\$28,255,857	39.4%		\$43,459,717		
2) Support Services(2000-2999)	\$34,446,929			\$2,724,623	\$2,602,559	\$17,230,925	50.0%		\$17,216,004		
3) Non-Instructional(3000-3999)	\$5,195,434			\$405,487	\$425,852	\$2,124,869	40.9%		\$3,070,565		
4) Other Expenditures((4000-6100)	\$28,622,071			\$1,942,631	\$2,428,505	\$11,162,452	39.0%		\$17,459,619		
5) Interfund Transfers	\$9,139,607			\$656,909	\$656,909	\$4,598,361	50.3%		\$4,541,246		
Total	\$149,119,615			\$11,105,215	\$11,778,789	\$63,372,463	42.5%		\$85,747,152		
Operating Fund-10	\$104,275,199	\$7,069,549	\$50,717,608	\$8,269,494	\$8,353,878	\$44,825,419	43.0%		59,449,780	5,892,189	12,961,738
Activity-21	\$1,050,000	\$854,019	\$592,297	\$90,934	\$104,255	\$554,925	52.9%		495,075	37,371	891,391
Management-22	\$2,013,202	\$2,308,570	\$822,545	\$1,000	\$104,545	\$1,837,863	91.3%		175,339	(1,015,317)	1,293,252
PERL-24	\$503,663	\$122,738	\$186,964	\$11,286	\$10,404	\$226,429	45.0%		277,234	(39,464)	83,274
SAVE-33	\$10,862,141	\$5,742,146	\$5,346,198	\$1,887,288	\$662,274	\$6,426,192	59.2%		4,435,949	(1,079,994)	4,662,152
Other Capital Projects-31, 32, 35	\$10,750,000	\$14,530,980	\$16,354	\$331,027	\$866,884	\$3,608,010	33.6%		7,141,990	(3,591,656)	10,939,324
PPEL-36	\$5,431,703	\$4,559,679	\$3,307,240	\$109,681	\$98,934	\$1,467,590	27.0%		3,964,113	1,839,650	6,399,329
Debt Service-40	\$9,125,707	\$347,991	\$3,053,131	\$0	\$1,151,887	\$2,313,237	25.3%		6,812,470	739,894	1,087,885
Nutrition-61	\$4,648,000	\$3,104,643	\$1,882,447	\$380,504	\$389,314	\$1,892,859	40.7%		2,755,141	(10,412)	3,094,231
Aquatic Center-65	\$410,000	\$294,394	\$197,518	\$22,070	\$23,809	\$182,375	44.5%		227,625	15,144	309,538
Student Store-68	\$50,000	\$26,950	\$38,605	\$1,930	\$12,605	\$37,566	75.1%		12,434	1,039	27,989
Total	\$149,119,615	\$38,961,658	\$66,160,908	\$11,105,215	\$11,778,789	\$63,372,463	42.5%		85,747,152	2,788,445	41,750,103

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2023-2024 Date Range: 07/01/2023 - 01/31/2024 Increases Decreases Title Debits Credits Account Number Beginning Balance Cash Balance 10.0000.0000.000.0000.111001 ISJIT-General Fund 13.082.49 3.054.067.04 5,104,589.28 8.145.573.83 CASH IN BANK 10.0001.0000.000.0000.101000 4,639,859.26 68,346,217.98 72,598,405.75 387,671.49 10.0002.0000.000.0000.101000 CASH IN BANK 5,144.68 23,888.15 23,867.10 5,165.73 21.0000.0000.000.0000.111001 ISJIT - Student Activity 0.00 905,627.11 0.00 905,627.11 1.555 RESERVE CD 21.0000.0000.000.0000.111011 0.00 408.00 408.00 0.00 21.0001.0000.000.0000.101000 CASH IN BANK 1.00 80,618.08 80,618.08 1.00 21.0002.0000.000.0000.101000 CASH IN BANK 858,359.65 2,865,124.44 3,735,124.49 (11,640.40)22.0000.0000.000.0000.111001 ISJIT - Management 0.00 754,689.33 0.00 754,689.33 CASH IN BANK 22.0006.0000.000.0000.101000 2,302,092.46 849,616.02 2,613,145.65 538,562.83 CASH IN BANK 24.0001.0000.000.0000.101000 0.00 24,869.54 24,869.54 0.00 24.0003.0000.000.0000.101000 CASH IN BANK 165,083.84 188,034.89 242,771.70 110,347.03 CASH IN BANK 33.0003.0000.000.0000.101000 5,134,851.29 6,076,716.79 6,430,503.23 4,781,064.85 35.0003.0000.000.0000.101000 CASH IN BANK 109,897.32 11,990,471.68 7,437,429.25 4,662,939.75 35.0008.0000.000.0000.101000 CASH IN BANK 133.62 0.04 133.66 0.00 36.0003.0000.000.0000.101000 CASH IN BANK 4,974,699.14 3,322,130.03 1,894,208.90 6,402,620.27 CASH IN BANK 40.0003.0000.000.0000.101000 330,487.30 7,668,995.34 2,313,236.67 5,686,245.97 ISJIT - Nutrition 61.0000.0000.000.0000.111001 0.00 2,515,630.94 0.00 2,515,630.94 61.0001.0000.000.0000.101000 CASH IN BANK 0.00 1,502,205.81 1,502,205.81 0.00 61.0004.0000.000.0000.101000 CASH IN BANK 3.221.671.90 2,519,322.71 4,800,695.23 940,299.38 CASH IN BANK 65.0001.0000.000.0000.101000 0.00 197,563.95 197,563.95 0.00 CASH IN BANK 65.0002.0000.000.0000.101000 371,671.34 201,980.53 246,750.34 326,901.53 CASH IN BANK 68.0002.0000.000.0000.101000 26,949.64 38,790.10 37,750.62 27,989.12 25,194,969.48 115,177,490.74 104,192,770.46 36.179.689.76

End of Report

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